

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

PAUL D. CASEY, *et al.*

Plaintiffs.

v.

JASON WARD, *et al.*

Defendants.

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) Civ. No. 1:13-cv-1452 (RJL)

**PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

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“There’s no room for violence under the Golden Arches...”
- McDonalds Twitter Message, April 23, 2011

“McDonalds security policy was to do nothing...”
-Shift Manager of the McDonalds Restaurant

Plaintiffs Paul and Abigail Casey respectfully submit this Memorandum of Points and Authorities in Support of Plaintiffs’ Consolidated Opposition to Defendant McDonalds Corporation’s and Defendant Rhee’s Motions for Summary Judgment.

I. INTRODUCTION

Patrick Casey, a U.S. veteran and war hero, enrolled in a Master’s degree program at the George Washington University in 2011 after returning from his tour of duty in Afghanistan. His whole life was ahead of him. Only weeks into his graduate program, however, Patrick Casey was violently killed in a District of Columbia McDonalds restaurant.

Patrick Casey’s murder was not a random act of violence. Quite the contrary, the McDonalds restaurant located at 1916 M Street NW, Washington D.C. was a magnet for violent crime prior to the attack on Patrick Casey. McDonalds employees testified there were violent altercations “*once a month*” in the Restaurant. In fact, in the six months preceding the assault on Patrick Casey, there were three assaults with a dangerous weapon and significant bodily injury occurring in the Restaurant. Despite the known history of violence, Kyung Rhee, the owner of the restaurant (hereinafter “Rhee,” “McDonalds Restaurant,” or “Restaurant”), took no reasonable steps to protect Patrick Casey, or any patrons of the restaurant, from the known violence that had been occurring at the Restaurant. When confronted with the undisputed prior acts of violence (which includes a video of a woman being punched in the face by a man in the Restaurant), Rhee’s indifferent response was, “I don’t know. I didn’t think about [it].” That is exactly what this case is about—the McDonalds Restaurant’s complete disregard for the safety of its customers.

Conceding that it took no reasonable steps to prevent the foreseeable assault on Patrick Casey, McDonalds instead begs this Court to believe that it owed no duty use reasonable care to protect Patrick Casey. McDonalds is wrong. It fundamental and well-settled law that a business has a duty of care to protect its customers from foreseeable crime on its premises. *Novak v. Capital Mgmt. & Dev. Corp.*, 452 F.3d 902, 907 (2006) (hereinafter “*Novak P*”). Indeed, McDonalds’ own security manual acknowledges this duty by stating, “security is the number one priority in your restaurant...stringent security procedures can help prevent crimes...[and] can minimize the chances of anyone in your restaurant becoming a victim.” Recognizing the duty of care owed to its customers, McDonalds Corporation recommends the hiring of armed security guards for “crowd,” burglary prevention,” and “robbery prevention.” Mr. and Mrs. Casey’s security expert reinforces McDonalds Corporation’s recommendation by opining that given the history of violent crime and other inherent risks at the Restaurant, the McDonalds Restaurant was required to have security personnel. This is not, however, an aspirational standard of care that McDonalds erroneously claims. Indeed, nearby McDonalds restaurants have adopted this standard security policy by hiring armed security guards to protect their customers. In fact, McDonalds shift manager admitted that “If there was a security guard in the McDonalds [on the night Patrick Casey was attacked], ***the security guard would have certainly had the opportunity to break up the fight or intervene while the customers were yelling in the restaurant.***”

The McDonalds Restaurant is not, however, just liable for the death of Patrick Casey for failing to take reasonable steps to keep its customers safe from foreseeable violent crime. McDonalds also failed to follow the most minimal security practice required by its own policies of calling the police when the altercation that resulted in Patrick Casey’s death began. For 18 minutes, three visibly “drunk” and “belligerent” patrons at the McDonalds Restaurant caused a

commotion and threatened violence. During that 18-minute period, the McDonalds Restaurant employees did nothing. The shift manager that night stated: “It started with yelling and screaming in the front of the restaurant. I did see the three bad guys...every person in the restaurant could hear it. *It was clear from the yelling that there was going to be a physical fight.*” Martinez Aff. at ¶ 7 [Ex. 6]. Rather than ask the assailants to leave the restaurant or call the police (as every person in a supervisory position for the Restaurant testified should have been done), the shift manager instead “went to the bathroom.” *Id.* at ¶ 8. In fact, no employee intervened or called the police. If the police had been called, Patrick Casey would be alive. We know this because the police arrived within 73 seconds once a customer called 911 after the attack on Patrick Casey. Had McDonalds undertaken even the most minimal security practice of asking disruptive and “belligerent” customers to leave the Restaurant or call the police, as it was required to do by its own policies, Patrick Casey would be alive.

Patrick Casey had a bright future ahead of him when he moved to Washington, D.C. He survived IED attacks in Afghanistan, only to be brutally killed in the nation’s Capital. Our country was robbed of one of its finest and Patrick’s family was robbed of the son, brother, and soldier they loved and treasured. Patrick’s parents, Paul and Abigail Casey, bring this action on behalf of Patrick Casey against the McDonalds Restaurant and McDonalds Corporation (collectively “McDonalds”) for failing to take reasonable security measures to keep its patrons safe, especially in light of the history of violence in the McDonalds Restaurant.

II. STATEMENT OF FACTS

A. Background on Patrick Casey

Before he needlessly lost his life, Patrick Casey saved countless lives as a soldier in Afghanistan. *See* Letter of Captain Alexander White Patterson (“Pat quickly became my counter-IED expert. Day after day he would lead the patrol [in Afghanistan] with twice the ammunition, explosives, and humanitarian aid than that of the other soldiers. Metal detector in hand, he cleared

a safe path for our platoon to follow. He found multiple IED's and enemy weapons caches, saving countless America, and Afghan lives..." [Ex. 10]. Patrick joined the U.S. Army a few years after graduating from RPI with a degree in Management and Engineering, where he was also a celebrated football player. Paul Casey Dep. 13:8-11 [Ex. A]; *Id.* at 20:13-3. Like many of our men and women in uniform, Patrick gave up a lucrative career State-side to serve his Country. Serving as an infantryman in the Army, Patrick Casey learned Arabic and Pashtu. Gail Casey Dep. 59:10-17 [Ex. B]. While providing security detail in Afghanistan for Richard Engel, the foreign news correspondent, Richard Engel recommended to Patrick Casey that he return to the United States to get a Master's degree. Gail Casey Dep. 59:18-60:13 [Ex. B]; *see* Photo of Patrick Casey [Ex. 11]. Patrick Casey did just that. After concluding a tour of duty in Afghanistan and receiving a honorable discharge, he enrolled in the International Affairs Master's program at the George Washington University in August 2011. Paul Casey Dep. 31:10-11. Given his background in the military and language skills, he was well suited for a job with the government. *Id.* Within weeks of arriving in Washington, D.C., Patrick Casey met with officials from the CIA to discuss future employment, and interviewed with the FBI. Paul Casey Dep. 31:16-21.

Only a few weeks into his semester at the George Washington University Master's program, Patrick Casey was attacked at the McDonalds Restaurant. He died on September 27, 2011. Patrick was thirty-three (33) years old at the time of his tragic death.

B. Patrick Casey is Attacked and Killed at the McDonalds Restaurant

Prior to arriving at the McDonalds Restaurant in the early morning of September 23, 2011, Jason Ward had spent the evening drinking at several bars nearby the Restaurant with his friends Brian Giblin and Justin Ruark. Ward, Giblin, and Ruark went to at least eight (8) bars that night prior to arriving at the Restaurant. Ruark Aff. at ¶¶ 1-3 [Ex. 8]. The first bar Ward went to he ordered twenty-two (22) beers. *See* Ward Receipts [Ex. 13]. Ward ordered five (5) Bombay Sapphire's at

Public Bar. *Id.* At the last bar Ward drank at just prior to arriving at the Restaurant, Camelot Showbar, Ward and Giblin collectively spent \$211.95. *Compare* Camelot Receipts [Ex. 14]; *with* Ward Dep. 167:5-16 [Ex. D]. The alcoholic “3 Royal Flushes” purchased at Camelot just before going to McDonalds were for Ward or Ruark. *Compare* Camelot Receipts [Ex. 14]; *with* Giblin Dep. 144:16-145:3 [Ex. C]. The drinks were purchased at Camelot at 1:38 am. Ruark testified that he was intoxicated enough that he “wouldn’t have been comfortable driving.” Ruark Dep. 139:12-21 [Ex. E]. Ward and Giblin consumed at least as much alcohol as Ruark. Ruark Aff. at ¶ 3.

On September 23, 2011 at approximately 2:15 a.m., Jason Ward arrived at the McDonalds Restaurant with his friends Brian Giblin and Justin Ruark. *See* Surveillance Video at 2:15 [Ex. 1].¹ When Ward arrived, the Restaurant was crowded and loud. Ward Dep. 55:17-19 (crowded) [Ex. D]; Ward Dep. 190:1-2 (loud and “congested”); Guild Dep. 72:11-18 (loud) [Ex. H]. At that time, there were approximately seventeen people in line at the Restaurant. Santos. Dep. 43:16 [Ex. J]. It was a very busy night “given the [limited] number of employees” compared to the large “number of people” in the Restaurant. Santos Dep. 44:22-45:5. And “everyone in that McDonald’s that night more likely than not was intoxicated.” Guild Dep. 70:9-12 [Ex. H].

1. Ward Was “Belligerent” and “Wrestling” in Line 18 Minutes Prior to Attacking Patrick Casey

Max Podlone, a current lawyer who was a customer in the McDonalds Restaurant, noticed Ward and his friends immediately. Podlone Aff. at ¶ 3 [Ex. 5]. Mr. Podlone stated, “***I noticed three guys right off the bat and told my friend, ‘we gotta keep our eyes on these three guys.’***” *Id.* (emphasis added). Mr. Podlone described Ward, Giblin, and Ruark as “***being loud and drunk at the McDonalds.***” *Id.* (emphasis added). Specifically, Ward, Giblin, and Ruark “***were belligerent***

¹ The timestamp on the surveillance video is one hour earlier than the actual times of the incident. Accordingly, all citations to the timestamp on the surveillance video will add one hour to reflect the correct time of the occurrences.

while waiting in line, and were looking for a fight.” *Id.* at ¶ 4 (emphasis added). Andrew Guild, a witness, testified “I remember thinking that [Ward, Giblin, and Ruark] were intoxicated as well.” Guild Dep. 70:9-12 [Ex. H].

While waiting in line to order, Ward attempted to inappropriately touch a female customer’s behind. *See* Surveillance Video at 2:26:04 [Ex. 1]. Shortly after the incident with the female in line, Ward began to wrestle with Giblin. *See Id.* at 2:27:05-2:28:39. The wrestling between Ward and Giblin took place over a period of ninety-four (94) seconds. *Id.* During the wrestling, a couple in line behind Ward, cautiously backed up “a couple more feet”—about “5 to 6 feet” in total to keep a safe distance from the wrestling Ward and Giblin. Ruark Dep. 226:21-227:18 [Ex. E]. Ruark described the wrestling as “nudging, elbowing, just kind of harassing each other.” Ruark Dep. 57:16-17. At this time, Ruark was concerned they may “get in trouble or get kicked out of the McDonald’s.” Ruark Dep. 147:21-22. Eventually, Ruark thought it was “enough jerking around,” and he broke up the wrestling between Ward and Giblin because he “didn’t want anything to happen.” Ruark Dep. 149:20-150:6. Ruark explained, “[e]ventually, when no one with McDonalds tried to intervene, I was able to get them to stop before things got out of hand or we were asked to leave.” Ruark Aff. at ¶ 7 (emphasis added) [Ex. 8].

Patrick Casey arrived at the McDonald’s Restaurant at approximately 2:23 am. *See* Surveillance Video at 2:23 [Ex. 1]. Patrick Casey was meeting his friends, Claire Jun and David Lindsey, at the Restaurant. Lindsey and Jun had already ordered their food when Patrick Casey arrived. Lindsey Dep. 55:11-12 [Ex. F]. Once they received their food, Patrick Casey, Jun, and Lindsey sat down at a table near the front of the restaurant. Lindsey Dep. 62:20-63:9.

While Patrick Casey, Jun, and Lindsey sat at their table “minding [their] own business,” Ward and Giblin began “trash talking” and making belligerent comments towards Patrick Casey’s

table. Lindsey Dep. 203:8-204:14 [Ex. F]; Ruark Dep. 66:4-6 [Ex. E]. Specifically, someone from Ward's table insulted Patrick Casey because his "hair [was] receding." Lindsey Dep. 204:8-204:14. In response, Patrick Casey "tr[ie]d to make a joke about it." *Id.* 204:17-205:12. After the trash talking continued approximately for 3-5 minutes, Patrick Casey eventually went to Ward's table. Ruark Dep. 154:20-155:4; *see also* Murphy Dep. 85:13-19 [Ex. G]; *Id.* 87:5-7 (verbal altercation continued "between two and four minutes" after he changed tables "to better observe" an "escalation in hostilities.")). Once Patrick Casey arrived at Ward's table, Ruark stood up and said "whoa Zangief"—a joking reference comparing Patrick Casey's appearance to a video game character. Ruark Dep. 157:6-9 [Ex. E]. In response, Patrick Casey "smirk[ed] or smil[ed]" and "laughed." Ruark Dep. 157:11-14. Nevertheless, the "trash talking" continued. *Id.* at 159:8-10.

Shortly thereafter, Lindsey walked towards Ward's table to leave the Restaurant. Lindsey Dep. 205:22-206:2 [Ex. F]. While passing Ward's table, Lindsey joked to Ward and Giblin (who were still trash talking), "[have] fun going home alone, guys...What are you guys gay?" *Id.* at 206:7-9. Giblin and Ward "were pissed" in response to Lindsey's joke. *Id.* at 207:7. Lindsey testified, "[Giblin] in particular was really mad at me. You could tell – as soon as I saw his reaction, I regretted saying what I said." *Id.* at 207:7-10. Lindsey walked towards the exit of the McDonalds Restaurant to avoid a confrontation with Giblin. *See* Surveillance Video at 2:42:32 [Ex. 1].

Giblin pursued Lindsey to the door of the McDonalds Restaurant, pushing past Patrick Casey. *See* Surveillance Video at 2:42:45. At the door of the Restaurant, Giblin aggressively "put his hands on [Lindsey] and he had this look on his face like – he was ready to get in an altercation...it seemed like he was in his element, like he was like getting off on it almost." Lindsey Dep. 207:14-21 [Ex. F]. Lindsey was "scared. [He] wanted to get out of [the Restaurant]." *Id.* at 208:12-13. Giblin "had this demeanor. Like you looked into his eyes, but like there was, like, no

reaction – there was like no emotion in it. It was like...kind of scary, like—kind of like an evil look.” *Id.* at 208:5-10. Lindsey then stated that he “wanted to get out of there,” but Giblin “didn’t take his hands off” Lindsey. *Id.* at 208:12-20. Inside the Restaurant Giblin was “grabbing [Lindsey]...he wasn’t letting go of him. He had his hold on [Lindsey].” *Id.* at 209:14-18.

At this point “red flags” were going off for Lindsey, “[i]t was just—this wasn’t funny anymore. This was – this was like escalating to violence and there was no doubt in [Lindsey’s] mind about it and [he] wanted to stop it.” *Id.* at 210:8-16. Giblin had taken “it to the next level.” *Id.* at 210:17-20. Lindsey testified he was “yelling—like screaming it at this point, like just – you know, emotionally – was like, Forget it, we’re leaving. We’re getting out of here, and I’m assuming – I escalated my voiced the more I had to repeat it.” *Id.* at 211:11-15.

The shift manager, Jose Martinez, “observed the beginning of the fight.” Martinez Aff. at ¶ 7 [Ex. 6]. Mr. Martinez described the altercation at the door of the restaurant:

It started with yelling and screaming in the front of the restaurant. I did see the three bad guys...the yelling was medium loud, every person in the restaurant could hear it. It was clear from the yelling there was to be a physical fight.

During the yelling I went to the bathroom.

Martinez Aff. at ¶¶ 7-8 (emphasis added). Martinez added, “**If there was a security guard in the McDonalds, the security guard would have certainly had the opportunity to break up the fight or intervene while the customers were yelling in the restaurant.**” *Id.* at ¶ 9; *see also* Guild Dep. 75:9:11(**would not have happened if a security guard had been there**) [Ex. H]; *see also* Giblin Letter (security guard would have defused the situation at the table) [Ex. 20].

Podlone, an independent witness and law student at the time, “heard [the] yelling near the door of the restaurant. [He] looked up and saw [Ward and Giblin] surround Patrick Casey. Patrick Casey’s back was to the door.” Podlone Aff. at ¶ 6. Giblin was “the most belligerent.” *Id.*

According to Ruark, Giblin took it too far so Ruark attempted to defuse the situation. Ruark *“jumped in front of Giblin before he got out of the door and attempted to keep him inside the restaurant by physically restraining him, but was ultimately unsuccessful.”* Ruark Aff. at ¶ 11 (emphasis added) [Ex. 8]. Ruark testified that while in the Restaurant, *“it reached a point where I did not feel that I could restrain [Giblin] without, I don’t know, throwing [Giblin] on the ground or something absurd.”* Ruark Dep. 174:22-175:2 (emphasis added).

After Ruark was unsuccessful in restraining Giblin, “there [wa]s a rush towards the door.” Ruark Dep. 176:13-19 [Ex. E]. Giblin and Ward then “pushed Patrick through the door of the restaurant. Patrick Casey was pushed out of the door back first.” Podlone Aff. at ¶ 7 [Ex. 5]; Giblin Dep. 80:6-9 (yelling continued as Giblin was “trying to push [his] way out of the... restaurant”) [Ex. C]. Podlone observed, “it did not appear to [him] that Patrick Casey wanted to go outside. *Id.*

“At the moment Patrick was pushed out the door, [Podlone] stood up to make an attempt to break up the impending attack.” Podlone Aff. at ¶ 8 [Ex. 5]. As Podlone “ran to the doorway” he observed “Giblin grappling and yelling.” *Id.* Patrick Casey and Giblin “pushed apart and separated” (*Id.*) “right in front of the door” of the McDonalds Restaurant. Giblin Dep. 197:2-5 [Ex. C]. Giblin “stumbled over the sidewalk” as he backed up. Podlone Aff. at ¶ 8. Ward then “sucker punched Patrick Casey while Patrick Casey was looking at [Giblin].” *Id.* at ¶ 10. “Patrick Casey did not see the punch coming.” *Id.* After being punched, “Patrick Casey fell backwards onto the sidewalk.” *Id.* Giblin and Ward “looked at Patrick Casey on the ground...then immediately sprinted up the street away from the McDonalds restaurant.” *Id.* at ¶ 11.

When Ward punched Patrick Casey, “[Patrick Casey] was outside right in front of the door” of the McDonalds Restaurant, “still under the [McDonalds] awning by the doors.” Ward Dep. 223:20-224:2 [Ex. D]; *See* Photo of McDonalds Awning [Ex. 15].

“Instantly,” within “seconds” after Ward punched Patrick Casey, Lindsey called 911. Lindsey Dep. 86:10-14 [Ex. F]. The paramedics arrived **73 seconds** after Lindsey called 911. *See* MPD Event Chronology [Ex. 17]. The paramedics then took Patrick Casey to GW Hospital. Podlone Aff. at ¶ 14 [Ex. 5]. Patrick Casey remained in a medically induced coma for four days. Gail Casey Dep. 26:11-17 [Ex. C]; Paul Casey Dep. 67:13-21 [Ex. A]. Patrick Casey died on September 27, 2011 as a result of the injuries he suffered from the attack at the McDonalds restaurant. Gail Casey Dep. 54:11-13. Patrick was 33 years old at the time of his death.

C. The McDonalds Restaurant Has a Significant History of Violent Crime

1. Customer Testimony and Video Evidence of Crime in the McDonalds Restaurant

Abasiakan Ekpenyong worked near the McDonalds Restaurant in 2009 and 2010. Mr. Ekpenyong would go to the McDonalds Restaurant late at night approximately once per month when he got off work. Ekpenyong Dep. 55:1-3 [Ex. R]. During that time period, Mr. Ekpenyong observed four (4) violent fights in the McDonalds Restaurant, all of which preceded the attack on Patrick Casey. *See generally* Ekpenyong Aff. [Ex. 7].

Mr. Ekpenyong filmed the first physical fight in the McDonalds Restaurant. The video is annexed hereto as Exhibit 2.² The video depicts a man violently striking a woman in the face near the doors of the McDonalds Restaurant. Mr. Ekpenyong described the assault as a:

man maliciously choke-slamm[ing] [a] woman to the ground while the McDonald's employees were looking right at them. No security whatsoever. No police whatsoever. And people were leaving the restaurant. Some of them looked like they were leaving in fear of what just happened. And you know, it clearly shows that there had been a fight, a pretty big brawl there because there was stuff all over, debris all over the floor.

Ekpenyong Dep.131:18-132:7 (emphasis added) [Ex. R]. The altercation had been occurring for a

² A DVD of the video will be delivered to Chambers. For the convenience of the Court, all videos referenced throughout this Opposition can be accessed at this website: <http://klaprothlaw.com/casey-v-mcdonalds/>

“couple of minutes” prior to the beginning of the video. Ekpenyong Dep. 133:14-16.

Mr. Ekpenyong witnessed a second assault in the McDonalds Restaurants in 2009. The fight involved “two males who were intoxicated.” Ekpenyong Aff. at ¶ 9. The fight took place near the restroom where the males “were pushing and shoving.” Ekpenyong Dep. 88:2-11.

The third fight witnessed by Mr. Ekpenyong again involved two drunk males. Ekpenyong Aff. at ¶ 10 [Ex. 7]. Ekpenyong described the fight:

[it] was between *two intoxicated males fighting* over a girl near the doors of the restaurant. The fight was a physical altercation, and the girl was trying to break up the physical altercation.

Id. (emphasis added). There was “a lot of screaming, shouting....they were both cursing at each.”

Ekpenyong Dep. 91:9-12 [Ex. R]. “There was pushing and shoving and swinging at each other.”

Id. at 94:22-95:1. According to Mr. Ekpenyong:

During the physical altercation...*a McDonalds employee watched the fight nonchalantly. The employee did not break up the fight and he did not call the police, he just watched as if it was an everyday occurrence.* The fight eventually broke up when a customer shouted that they were calling the police.

Ekpenyong Aff. at ¶ 10 (emphasis added).

The fourth altercation Mr. Ekpenyong observed at the McDonalds Restaurant was a verbal altercation between a McDonalds employee and a customer. Ekpenyong Aff. at ¶ 11 [Ex. 7]. “The customer shouted to the employee ‘don’t touch me.’ The customer then stated he was going to tell the manager of the restaurant, and eventually the customer called the police.” *Id.* Mr. Ekpenyong filmed part of the incident which is attached hereto as Exhibit 3.

2. D.C. Metropolitan Police Incident Reports Detailing Prior Crime

D.C. Metropolitan Police Department (MPD) incident reports, though an incomplete dataset of all the crime occurring at the Restaurant,³ further show the history of crime occurring at

³ The altercations Ekpenyong described are not accounted for in the police reports, which

the McDonalds Restaurant. The relevant MPD incident reports are attached hereto as Ex. 18.

Below are relevant crimes occurring at the McDonalds Restaurant in the two years preceding Patrick Casey's death.

MPD INCIDENT REPORTS FOR CRIME IN THE MCDONALDS RESTAURANT AND IMMEDIATE VICINITY TWO YEARS PRIOR TO THE DEATH OF PATRICK CASEY		
Date	Crime	Description
11/10/2009	Assault	Victim was standing in line at the McDonalds Restaurant when he was punched in the face by an assailant. The assailant fled the Restaurant. The attack was unprovoked.
01/24/2010	Assault with significant bodily injury	Inside bar next door to the McDonalds Restaurant, assailant groped victim's girlfriend and then "head-butted" victim causing significant injuries.
05/24/2010	Assault with significant bodily injury	Victim was found less than one block from the McDonalds Restaurant at 2:40am. He was found with a lot of blood on the sidewalk. Assailants hit the victim with a blunt object. At the hospital it was determined, the victim had a "broken jaw, and was very intoxicated."
07/17/2010	Assault	Victim was standing in line to order food at the McDonalds Restaurant. The assailant cut in front of victim in line and a verbal altercation ensued. The assailant then punched the victim in the nose. The assailant fled. The victim was transported to the hospital
08/29/2010	Destruction of property	The criminal "was highly intoxicated and became irate...over not being served promptly" in the Restaurant. The criminal proceeded to break the change machine on the counter.
10/17/2010	Assault with a dangerous weapon	In front of 1919 M Street, the 3 victims were approached by the 4 assailants who asked them for money. The 3 victims were then attacked, which included getting "hit in the head with a table" and "punches to the head and neck." The female victim was knocked unconscious from the attack.
11/06/2010	Damage to property	Customer broke the front door to the Restaurant
01/28/2011	Assault	Assailant "became irate" in the McDonalds Restaurant and threw coins at the Manager of the McDonalds.
02/06/2011	Assault with a dangerous weapon and significant bodily injury	A customer in Rumors, a bar less than half a block from the McDonalds Restaurant, was struck over the head with a beer bottle. The customer's friend was also struck with an unknown object on the right side of his face.
02/19/2011	Unlawful Entry	Barred customer entered the Restaurant, and refused to leave.
03/19/2011	Assault with	The victim was inside the McDonalds Restaurant when the assailant

demonstrates that McDonalds does not call the police when there is a fight in the Restaurant. Specifically, there is no police report accounting for the attack on the female shown in the video attached as Ex. 2, or for the three other incidents he described.

	Significant Bodily Injury	“started to verbally abuse [the witness] and throw french fries.” The two assailants then pushed the victim and “began to punch [the victim] about the face with closed fists causing” injuries to the victim. The victim’s female friend was knocked over into a table. The victim called the police.
06/16/2011	Robbery with gun	While at the McDonalds Restaurant, the four assailants surrounded the female victim. One of the assailants then “sprayed mace in [the victim’s] face and then the other [assailant] punched and forced her to the ground.” The assailants then took the victim’s purse and then fled.
07/17/2011	Assault on a police officer	“a large fight occurred” at the corner of 19 th and M Street (just outside the McDonalds).
07/30/2011	Assault with a dangerous weapon	While “inside of the [McDonalds Restaurant], the victim “was involved in an argument with [the assailant]. The assailant “with 9 other males” followed him outside of the McDonalds “at which time [the victim] turned around and was pepper sprayed by [the assailant].”
09/04/2011	Assault	A customer in Camelot—the same bar Ward was in before going to McDonalds and less than 1 block from the Restaurant—assaulted two individuals as he was leaving, and ripped the stair railing off the wall.

3. Testimony by McDonalds Staff of Violent Crime in the Restaurant

Moreover, the staff at the Restaurant were well aware of the problems of violence and crime in the restaurant. The manager present during the attack on Patrick Casey, Jose Martinez, stated he was “*aware of fights and violent attacks that occurred in the McDonalds Restaurant prior to the killing of the customer, Patrick Casey*, in September 2011. Although the killing of the customer in September 2011 is the first murder that [he was] aware of that occurred in the Restaurant, *there were previous incidents of violence, especially during the late night shifts.*” See Martinez Aff. at ¶ 12 (emphasis added) [Ex. 6].

McDonalds’ employee Sofia Santos testified that she observed physical altercations at the Restaurant “*once a month*” since she had been working there. Santos Dep. 75:17-6 [Ex. J]. When asked about “fight[s] in the McDonalds Restaurant, McDonalds employee Francisca Lainez testified that there were incidents involving “crazy people coming” in the Restaurant who would “insult[] each other or the customer or something or the manager or the cashier,” requiring her to call the police. Lainez Dep. 35:17-36:1 [Ex. K]. When asked how many times per week this would

occur, Ms. Lainez testified “[o]h, all the time.” *Id.* at 36:19.

4. Continued Pattern of Violent Crime in the McDonalds Restaurant

The systemic violence in the McDonalds Restaurant has continued after Patrick Casey’s death. Specifically, on October 25, 2014, a violent brawl broke out in the front of the Restaurant near the doors. *See* Surveillance of Altercation [Ex. 4]. As shown in the video, two men sitting in the exact seat Ward had been sitting in the night of the attack on Patrick Casey immediately jump from their seat, charge toward the door of the Restaurant, and begin repeatedly punching a man near the doors of the Restaurant. *Id.* at 3:23:17. Although most of the fight is occurring outside the range of the surveillance camera, the video show at least twelve (12) thrown punches.

The very next night, October 26, 2014, another fight occurred in the Restaurant. *See* Graven Decl. at ¶ 2 [Ex. 19]. Paul Graven was with a female friend at the Restaurant. Graven arrived at approximately at 2:00 am after attending a “bar crawl.” Graven Decl. at ¶ 3. The Restaurant was “very crowded.” As Graven sat eating his food with his female friend, a man at a table next to them started to yell at Graven and his friend. *Id.* The assailant then called Graven’s friend a “whore.” *Id.* at ¶ 6. Graven replied “[t]hat is inappropriate, you shouldn’t speak to her like that.” *Id.* The verbal altercation quickly escalated. *Id.* at ¶¶ 7-9. The altercation swept out of the Restaurant. *Id.* at ¶ 8. In front of the doors, under McDonalds’ awning, Graven and the assailant “pushed each other back and forth.” *Id.* at ¶ 9. Graven was then punched in the face, and in the side. *Id.* Graven’s female friend was struck by the assailant as she tried to break up the fight. *Id.* Graven “did not see any security at the McDonalds during the altercation at all.” *Id.* at ¶ 10. In addition, “[n]o employee asked [Graven] or the assailant to leave [and] [n]o employee called the police.” *Id.*

D. When the Nearby Bars Close, the McDonalds Restaurant is Busier, the Customers Are Generally Intoxicated, and the Restaurant is Understaffed

The McDonalds Restaurant is open for 24-hours on Thursday, Friday, and Saturday. Rhee Dep. 51:10-11 [Ex. N]. Rhee keeps the McDonalds Restaurant open for 24-hours on Thursdays, Friday, and Saturdays because “there is a lot of bars in the neighborhood,” and there are “extra customer [sic] coming into the store” at those times. Rhee Dep. 124:14-125:1.

According to McDonalds’ employee Sofia Santos, “it is harder to get the orders out that quickly at nighttime [Thursday, Friday, and Saturday nights when the Restaurant is open 24 hours], because *there are less employees*. And *there are more customers*.” Santos Dep. 24:13-19 (emphasis added) [Ex. J]. When the “bars close in the area...more people come in” to the Restaurant. Lainez Dep. 28:3-4. [Ex. K]. On “Thursday and Friday....between 12:00 and 2:00...[the Restaurant] is busier and there aren’t enough employees.” Santos Dep. 25:7-11. During those hours at the Restaurant, Santos testified that “you can see that [the customers have] done some drinking...[because she] can smell the beer.” Santos Dep. 25:16-22. This is consistent with Mr. Guild’s observation on the night of the incident. Guild Dep. 70:9-12 (“everyone in that McDonald’s that night more likely than not was intoxicated.”) [Ex. H].

E. The McDonalds Restaurant’s Failure to Implement Security Measures in Response to the Violent History of Crime in the Restaurant

While Rhee claims that “security is a top priority” in the McDonalds Restaurant and that he “should do everything [he] can to provide for a safe and secure environment,” the Restaurant failed to implement adequate security measures. Rhee Dep. 29:2-30:3 [Ex. N].

1. The McDonalds Restaurant Does Not Have a Standard Security Policy

Rhee testified that the McDonalds Corporations Safety and Security Manual (“Security Manual”) is the security policy for his Restaurant. *Id.* at 28:3-14. The Security Manual, however, is not followed by the employees in his Restaurant. Santos Dep. 28:6-22 (The first time Ms. Santos saw Security Manual was at her deposition, and, as a Spanish speaker, she could not read the

manual, which was written in English) [Ex. J].

The management team for the McDonalds Restaurant testified as to the security protocols for handling disruptive or intoxicated customers, such as Ward, Giblin, and Ruark. The McDonalds Restaurant manager, Damary Fuentes, testified that she trains her shift managers that if a customer is “talking loud” or using “bad words”, the McDonalds staff must “[1] try to calm the person down,” (2) ask the person to leave, and (3) “if they won’t leave, [then] call the police.” Fuentes Dep.18:7-22 [Ex. L]. In a similar vein, Andy Liu, the area supervisor for the Restaurant, testified that if a person is intoxicated, the shift manager must “ask them to leave. If it’s not [sic], call 911.” Liu Dep. 43:3-8 [Ex. M]. Rhee added if customers are “wrestling,” the staff must call the police. Rhee Dep. 35:2-9 [Ex. N]. And “if [there is] a fight, we ask them to leave the store... Shift manager ask to leave in [sic] the store.” Rhee Dep. 33:19-34:9.

In reality, however, the Restaurant has no standard security measures. As demonstrated by the testimony of employees, the security measures vary depending on which employee you ask. For example, Jose Martinez, the shift manager the night Patrick Case was killed, stated, “McDonalds security *policy was to do nothing*.” Martinez Aff. at ¶ 4 (emphasis added) [Ex. 6]. According to Martinez, “employees were instructed to never break up a fight, never touch a customer, and never remove a customer from the restaurant.” *Id.* When an assault occurs in the Restaurant, the manager for the McDonalds Restaurant Fuentes testified, “we don’t get involved in that. That’s the rule.” Fuentes Dep. 41:20-22 [Ex L]. Similar to Fuentes, employee Sonia Santos testified that if there is a fight in the Restaurant, the McDonalds Restaurant’s policy is to not ask the customer to leave the store. Santos Dep. 29:20-30:6 [Ex. J].

The only consistent security measure that can be ascertained from the McDonalds Restaurant’s staff, management, and owner is that if there is either (1) **yelling** in the restaurant; (2)

a **fight** (or “wrestling”) in the restaurant; or (3) an **intoxicated person** in the restaurant, then **the staff must call 911**. *See* Lainez Dep. 35:12-14 (if two customers are yelling in the restaurant “we have got to call 911, right away.”) [Ex. K]; Fuentes Dep. 18:7-22 (if a customer is talking too loud, must call police if customer will not leave) [Ex. L]; Liu Dep. 43:3-8 (if a person is intoxicated, required to ask to leave. If they do not, call 911) [Ex. M]; and Rhee Dep. 35:2-9 (if customers are wrestling in the Restaurant the staff must call the police) [Ex. N].

2. The McDonalds Restaurant Would Only Hire a Security Guard if Customers Were Assaulted “Everyday” in the Restaurant

The Restaurant would consider hiring a security guard “[d]epending on the level of the risk.” Liu Dep. 41:11-17. To decide whether to hire a security guard, McDonalds would consider “crowd control or a lot of gang activity, prostitution, robbery.” *Id.* at 41:22-42:4. Notably, the Restaurant would not consider whether “assaults” had occurred in their Restaurant as relevant to hiring a security guard. Liu Dep. 45:7-46:5. In fact, McDonalds testified that even if an assault occurred once per month, they would not consider hiring a security guard. *Id.* at 47:8-10. The Restaurant would only consider hiring a security guard if assaults occurred in the Restaurant “everyday.” Liu Dep. 46:20-21.

Rhee disagrees with his area supervisor. Instead, Rhee wouldn’t hire a security guard based on his false belief that fights do not occur in his Restaurant. Rhee Dep. 61:5-7; *Id.* at 63:20 (When asked about the Restaurant’s security policy in relation to fights occurring in the Restaurant, Defendant Rhee replied “Because I didn’t have that situation, so I didn’t even think about it...I don’t know. I didn’t even think about.”). After viewing the video where a woman was “punched in the face” [Ex. 2], Rhee stated that violent act occurring **inside** the Restaurant did not impact his decision to hire a security guard, because the man left the Restaurant after punching the woman and he “do[es]n’t consider the outside.” *Id.* at 66:20-67-14.

3. Nearby McDonalds Restaurants Have Armed Security Guards

The McDonalds restaurants located at 1944 14th Street (“14th St. McDonalds”) and 601 F Street (“Verizon Center McDonalds”), both of which are not owned by Kyung Rhee, have armed security guards. Garrido Dep. 28:9-29:17 [Ex. Q]. The 14th St. and Verizon Center McDonalds decided to hire security guards based on a recommendation from McDonalds Corporation to “keep safe the area and make sure nothing happen in the store.” *Id.* at 28:9-17. McDonalds Corporation sent a consultant to “evaluate the system of the whole restaurant.” *Id.* at 29:21-22. Based on the area and crime, McDonalds Corporation “g[a]ve a recommendation” to hire a security guard “to keep a safe environment and keep it safe.” *Id.* at 30:6-9. The 14th St. and Verizon Center McDonalds also consulted with “neighboring businesses” in its decision to hire security guards. *Id.* at 30:13-18. Based on those consultations, “in order to have a safe environment for the customers, the decision was to get some security.” *Id.* at 28:22-29-2.

For the 14th St. and Verizon Center McDonalds the “main reason why [they] hire security guards is just to keep everybody safe. So if something happens inside the restaurant, they are the ones who control the situation.” *Id.* at 37:11-14. The responsibility of their security guards is to “Basically just keep a safe environment. So if you, as a customer, go to a restaurant, you can feel safe. And if something happens, for whatever reason, they are the ones that can control the situation.” *Id.* at 37:20-38-1. But more specifically, the security guards are responsible to observe the restaurant. *Id.* at 40:12. “If there is a case with a physical fight, they will separate them and they will take them out of the restaurant and escort the same way out of the restaurant.” *Id.* at 39:2-6. Especially once the nearby bars close, it gets “more rowdy than anything else.” *Id.* at 42:20. “As soon as they close the clubs, the flow comes in the restaurant.” *Id.* at 53:14-15. During those times, “there’s a greater need to have a security guard” because of the volume and because the patrons are most likely intoxicated. *Id.* at 53:14-21.

The 14th St. and Verizon Center McDonalds have been successful in “keep[ing] everybody safe” and creating “a safe environment” for their customers by hiring security guards. *Id.* at 37:11-22. The corporate designee of the 14th St. and Verizon Center does not have knowledge of even just one fight occurring in either of those restaurants since they opened in 2003. *Id.* at 66:18-67:9.

F. Relationship Between the McDonalds Restaurant and McDonalds Corporation

The McDonalds Restaurant is a franchisee of McDonalds Corporation. *See* Franchise Agreement [Ex. 21]. The Franchise Agreement requires franchisees, such as Kyung Rhee, to strictly adhere to the “McDonalds System.” *Id.* at 1. The Franchise Agreements details the requirements of the McDonalds System:

The foundation of the McDonald’s System and the essence of the Franchisee is the adherence by Franchisee to standards and policies of McDonald’s providing for the uniform operation of all McDonald’s restaurants...[which] includes serving only designated food and beverage products; the use of only prescribed equipment and building layout and designs; [and] strict adherence to ... McDonald’s prescribed standards of Quality, Service, and Cleanliness.

Id. McDonalds Corporation is required to provide “business manuals” which detail: “(a) required operations procedures;...(d) business practices and policies; and (e) other management, advertising, and personnel policies.” *Id.* at 2. The franchisee, such as Rhee, must “adopt and use exclusively the formulas, methods, and policies contained in the business manuals.” *Id.* One of those business manuals is McDonalds Security Manual. Warfield Dep. 39:21-40:2 [Ex. P].

In order to ensure compliance with the McDonalds System, McDonalds Corporation performs audits referred to “Short Operations Review” and “Full Operations Review.” Warfield Dep. 26:3-9; 54:4-5. The Full Operations Review contains 700 questions, of which only 3 relate to security. Warfield Dep. 35:19-36:3. In addition, McDonalds Corporation provides security “consultations” for franchise owned restaurants, as was the case for the 14th St and Verizon Center McDonalds. Webb Dep. 44:16-19 [Ex. O]; Garrido Dep. 29:21-22 [Ex. Q].

Consistent with McDonalds Corporation's oversight of franchise owned restaurants, McDonalds published a twitter message stating "there's no room for violence under the Golden Arches & our thoughts are with the victim. Action has been taken." *See* McDonalds Twitter Message [Ex. 16]. This statement was made on April 23, 2011 after a customer was attacked in a Baltimore franchise owned restaurant. *Id.*

In the case of the McDonalds Restaurant, the Regional Security Manager the Baltimore-Washington Region for McDonalds Corporation never had any communication with Kyung Rhee regarding security in the Restaurant. Webb Dep. 70:13-20 [Ex.O]. In fact, the Regional Security Manager for McDonalds Corporation did not even learn that Patrick Casey had been killed in the McDonalds Restaurant until three (3) days before his deposition—nearly 3.5 years after Patrick Casey had been killed. *Id.* at 82:9-12. Instead, the only communication from McDonalds Corporation to McDonalds Restaurant after Patrick Casey was killed was a command to contact McDonalds media hotline regarding press inquiries. Liu Dep. 82:5-8 [Ex. M].

G. Jason Ward's Drunken Fights Near the McDonalds Restaurant

Prior to killing Patrick Casey, Jason Ward was a bodybuilder trained in Krav Maga—a form of martial arts developed for the Israel Defense Force. *See* Photo of Ward [Ex. 12]; Ward Dep. 73:4-74:3 (bodybuilding) [Ex. D]; *Id.* at 77:18-78:4 (Krav Maga). In addition, Ward has an extensive history of violent altercations. Jerri Lynn Metcalf, the manager of a bar across the street from the McDonalds Restaurant, told the police that Ward's attack on Patrick Casey was not Ward's "first drunken scuffle." Metcalf Police Interview at 23:9-13 [Ex. T]. On one occasion about one year prior to the attack on Patrick Casey, Ward "left the club went to another bar, came back and he had been in a fight and had blood on his shirt, a busted up lip." *Id.* at 28:12-18.

Ward recounted one of his fights prior to attacking on Patrick Casey. Ruark Dep. 32:6-11 (corroborating story and stating fight took place one year prior to the attack on Patrick Casey) [Ex.

E]. After a night of drinking (Ruark Dep. 34:18-20), Ward and his friend, Justin Ruark, were walking on L Street in Dupont Circle (the McDonalds Restaurant is located on M Street in Dupont Circle), when Ward got into a fight with “four Marines.” Ward Dep. 49:5-51:14 [Ex. D]. There was trash talking and a “bunch of FUs.” *Id.* at 54:3-4. In response, one of the Marines “pulled a knife” on him so he responded by “punch[ing] him” in the face. Ward Dep. 55:4-5 [Ex. D].

Ward described another fight occurring in a bar located half a block from the McDonalds Restaurant. *Id.* at 43-48. Ward had been drinking at Rumors. *Id.* at 47:15-48:3. After exchanging words with “two guys,” one of them hit Ward’s friend over the head “with a beer bottle.” *Id.* at 44:1-11. Ward reacted and “punched” the guy in the “face.” *Id.* at 45:6-7.

Even after killing Patrick Casey, Ward has continued his drunken fights. In December 2014, Ward was “too drunk” and got into a pushing match in a District of Columbia bar. *Id.* at 36:11-37:9. Before it escalated beyond pushing, Ward was removed by security. *Id.* While being escorted out of the bar, Ward punched the security guard in the face with a closed fist. *Id.* at 36:18-37:21. Fortunately, the security guard was trained to handle belligerent customers like Ward. Ward was removed from the bar and arrested. *Id.* at 39:9-40:8.

III. STANDARD OF REVIEW

Summary judgment is only proper if “there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). On summary judgment, a court “must view the evidence in the light most favorable to the nonmoving party, and draw all reasonable inferences in that party’s favor.” *Novak I* 452 F. 3d. at 911-912. (hereinafter “*Novak I*”). Here, Plaintiffs have amassed significant evidence of McDonalds’ failure to keep its patrons safe, in light of McDonalds’ actual notice of persistent violent activity within the premises.

Defendants' Motions for Summary Judgment seeking dismissal of this negligence action must be denied.

IV. ARGUMENT

A. The McDonalds Restaurant Negligently Failed to Protect Patrick Casey From Foreseeable Crime

McDonalds incorrectly claims that it owed no duty to protect Patrick Casey against assault on its premises.⁴ McDonalds is wrong. In the District of Columbia, it is “axiomatic” that a business owner owes a duty to protect its patrons from foreseeable dangers on its premises. *See Novak I* at 911-912. A business owner is subject to liability to his customers “for injuries inflicted by the acts of other patrons if the [business owner] by the exercise of reasonable care could have known that such acts were being done or were about to be done...” *Novak I*, 452 F. 3d at 912; *see also Viands v. Safeway Stores, Inc.*, 107 A.2d 118 (D.C. 1954) (business owner “is liable if he has not taken reasonable and appropriate measures to restrict the conduct of third parties of which he should have been aware and should have realized was dangerous.”).

Novak I, is factually analogous to the present case. In *Novak I*, a customer was “attacked and permanently injured” as he left a bar in the District of Columbia. *Novak I*, 452 F. 3d at 904. The plaintiff in *Novak I*, was attacked by a group of men who were standing “in the I Street alley across from the rear exit” of the bar. *Id.* The men followed the plaintiff a few steps down the alley and then attacked him while “still in view of the exit.” *Id.* The plaintiff sued the bar for failing to provide security for departing patrons in the off-premise alley of the bar. *Id.* The same as

⁴ McDonalds attempts to paint this Court into a corner by arguing the Court's dismissal of the dram shop portion of this case requires dismissal of McDonalds as well. Rhee MSJ at 16. This argument demonstrates McDonalds fundamental misapprehension of Plaintiffs' claims against McDonalds, and ignores the well-established law of the duty that the Restaurant owed to Patrick Casey to protect him against foreseeable crime in the Restaurant.

McDonalds in this case, the defendant in *Novak I* argued: (1) its duty to its customers only existed inside the bar and (2) the bar did not have a duty to protect its customers against criminal assaults. The D.C. Circuit rejected both of these arguments. *Novak I* requires this Court to do the same.

1. The McDonalds Restaurant Had a “Heightened Foreseeability” of Crime Failed to Protect its Customers from Foreseeable Crime

A business owner is liable to its customers for the “intervening criminal act” by a third party upon “a heightened showing of foreseeability.” *Novak I*, 452 F. 3d at 912. As this Circuit recognized, “heightened foreseeability is present when there is a [1] ‘special relationship’ between the person injured by the crime and the defendant, and [2] prior, similar criminal acts have occurred in the area where the plaintiff was hurt.” *Novak I*, 452 F. 3d. at 912. A “special relationship” exists between a “business invitor” and its “business invitees.” *Novak I*, 452 F. 3d. at 913 Here, Kyung Rhee, a business invitor shared a special relationship with his business invitee, Patrick Casey.⁵ Accordingly, the only issue before the Court is whether “prior similar criminal acts have occurred in the area where [Patrick Casey] was hurt.” *Novak I*, 452 F. 3d. at 912; *see District of Columbia v. Doe*, 524 A.2d 30, 33 (D.C. 1987) (heightened showing “does not require previous occurrences of the particular type of harm, but can be met instead by a combination of factors which give defendants an increased awareness of the danger of a particular criminal act”).

a. Evidence of Prior Similar Crimes at the McDonalds Restaurant

In *Novak I*, the D.C. Circuit held that there was a heightened showing of foreseeability based simply on the statements from the staff of the defendant bar that “fights occurred in the club

⁵ McDonalds’ claim that it owed no duty to protect Patrick Casey because he was a “bare licensee” is factually flawed and legally erroneous, Rhee MSJ at 41. The D.C. Court of Appeals expressly ruled that “D.C. tort law no longer distinguishes between the types of licensees or between licensees and invitees.” *Toomer v. William C. Smith & Co.*, 112 A.3d 324, 328 n.8 (D.C. 2015). Moreover, it is an incredible position for McDonalds to state that Patrick Casey was “trespassing” when not one employee from the Restaurant attributed any aggression or misconduct to Patrick Casey. In contrast, the Restaurant’s shift manager referred to Ward, Ruark, and Giblin as the “bad guys.” *Martinez Aff.* ¶ 7-8.

‘once every two weeks at least,’ ‘twice a month,’ or ‘probably 1 a month or 1 a week.’” *Novak I*, 452 F. 3d. at 913. “One employee testified that he saw fights in the alley by the exit ‘twice a month;’ another said he saw ‘maybe 1 or 2 fights’ each month in the alley.” *Id.* The D.C. Circuit found this general description of fighting to be “evidence [that] certainly could put a reasonable club owner on heightened notice that a serious problem existed outside its door.” *Id.*

Here, the evidence showing a “heightened foreseeability” of crime in the Restaurant far exceeds the threshold required by *Novak I* for a reasonable jury to conclude the attack on Patrick Casey was foreseeable. The same as in *Novak I*, one employee testified that she observed physical altercations at the Restaurant “**once a month**” since she had been working there. Santos Dep. 75:17-6 (emphasis added). Another employee testified that there were incidents involving “crazy people coming” in the Restaurant who would “insult[] each other or the customer or something or the manager or the cashier,” requiring her to call the police.” Lainez Dep. 35:17-36:1 [Ex. K]. When asked how many times per week this would occur, Ms. Lainez testified “[o]h, **all the time.**” *Id.* at 36:19 (emphasis added). The manager for the McDonalds Restaurant stated, “**I am aware of fights and violent attacks that occurred in the McDonalds Restaurant prior to the killing of the customer, Patrick Casey**, in September 2011. Although the killing of the customer in September 2011 is the first murder that I am aware of that occurred in the Restaurant, **there were previous incidents of violence, especially during the late night shifts.**” See Martinez Aff. at ¶ 12 (emphasis added) [Ex. 6]. The manager added, “a lot of incidents would happen.” *Id.* at ¶ 11. These statements by the McDonald’ staff alone satisfy the “heightened showing” under *Novak I*.

More so, here there is much more specific evidence of violent crime in the Restaurant than was present in *Novak I*. Specifically, McDonalds’ customer, Abasiakan Ekpenyong, gave detailed eye witness accounts of four altercations occurring in the McDonalds Restaurant—three of which

involved violent criminal acts. *See* Statement of Facts at II.D.1 which is hereby incorporated by reference. Mr. Ekpenyong filmed the first altercation, which he described as “*man maliciously choke-slamm[ing] [a] woman to the ground while the McDonald’s employees were looking right at them. No security whatsoever.*” Ekpenyong Dep.131:18-132:7 (emphasis added) [Ex. R]; Video of prior altercation [Ex. 2] The video only shows the end of the altercation, but Mr. Ekpenyong stated that “there had been a fight, a pretty big brawl,” for a “couple of minutes” before the start of the video. *Id.* at Ekpenyong Dep.131:18-132:7; *Id.* at 133:14-16.

The second fight involved “two males who were intoxicated.” Ekpenyong Aff. at ¶ 9 [Ex. 7]. The fight took place near the restroom where the males “were pushing and shoving.” Ekpenyong Dep. 88:2-11 [Ex. R]. Likewise, the third fight witnessed by Mr. Ekpenyong involved two drunk males fighting over a girl. Ekpenyong Aff. at ¶ 10. There was “a lot of screaming, shouting....they were both cursing at each other.” Ekpenyong Dep. 91:9-12. “There was pushing and shoving and swinging at each other.” *Id.* at 94:22-95:1. During the fight, “a McDonalds employee watched the fight nonchalantly. The employee did not break up the fight and he did not call the police, he just watched as if it was an everyday occurrence.” Ekpenyong Aff. at ¶ 10 (emphasis added). The final altercation witnessed by Mr. Ekpenyong involved a McDonalds employee and a customer. *Id.* at ¶ 11. The customer shouted to the employee “don’t touch me,” and then the customer proceeded to call the police. *Id.*

In addition, MPD incidents reports indicate that at least six (6) criminal assaults occurred in the McDonalds Restaurant, two (2) property damage crimes, and (1) unlawful entry crime. *See* Statement of Facts, Section II.D.2. In the six months prior to the assault on Patrick Casey, there three “assault[s] with a dangerous weapon” and “with significant injuries” in the Restaurant. *Id.* There were an additional five (5) violent assaults occurring in the immediate vicinity of the

Restaurant, including one victim with a broken jaw. *Id.* Moreover, this is not a complete picture of the violent crime in the McDonalds Restaurant, because in practice the employees did not call the police when assaults occurred in their Restaurant. Ekpenyong Dep.131:18-132:7 (“man maliciously choke-slamm[ing] [a] woman to the ground while the McDonald’s employees were looking right at them. No security whatsoever. No police whatsoever.”) [Ex. R]; *see* Rhee 66:20-67-14 (not necessary to call the police when an assault occurs in the Restaurant so long as the victim leaves) [Ex. N]; *see* Graven Decl. at ¶ 10. (“No employee called the police.”) [Ex. 19].

To avoid presenting this case to a jury, the McDonalds Restaurant has resorted to arguing that “not all the punches are the same” (Rhee MSJ at 11) and the prior fights in the Restaurant did not involve white males (Rhee Undisputed Facts at 6-9), in an attempt to show they did not have notice. Such an argument is not only offensive, it is legally unsound and should be rejected by this Court. *See Novak I* at 914 n.11 (2006) (holding “We respectfully do not see a basis for such a distinction...that a business need only protect against an extremely precise level of past fighting.”)

Thus, given the significant history of fights occurring in the Restaurant and with the evidence viewed most favorable to Plaintiffs, a reasonable jury could find that the Restaurant had every reason to expect that fights would continue absent the exercise of reasonable care.

2. The McDonalds Restaurant’s Duty to Protect its Customers, Such as Patrick Casey, Extended to its Egress and Under its Awning

McDonalds’ attempts to escape its liability by arguing that its duty to protect Patrick Casey from an assault ceased at the doorway of the Restaurant. Rhee MSJ at 38-41. Not only does such an argument ignore the facts that the verbal and physical assault began in the Restaurant, with the death blow being delivered seconds after Patrick Casey was pushed out the door of the Restaurant, but this very same argument has been expressly rejected by the D.C. Circuit in *Novak I*.

A business owner’s duty to protect its customer from foreseeable criminal acts “does not

strictly end at the shopkeeper's door." *Novak I*, 452 F. 3d. at 907-912. A business owner has a "duty of care to monitor entrances and exits of their premises." *Id.* at 907. In *Viands*, the court held that the business had a duty to protect customers from foreseeable harm caused by third parties on the "public sidewalk" leading to the front door of the store. *Viands*, 107 A.2d at 120. The *Viands* court reasoned "that the duty to properly maintain approaches to an invitor's property is not to be determined by the exact boundaries of the premises, and that such duty does not end at the door through which the invitee makes his exit." *Id.* Similarly, *Novak I* held that the bar had a duty to ***protect its customers in the alley outside the bar***, even though it was barely "still in view of the exit," because the bar put the alley "to a substantial special use." *Novak I*, 452 F. 3d at 904. Specifically, the attack in *Novak I* occurred within a few steps of the exit of the bar and the alley was the "chief path of egress from the club." *Id.* 911.

Unlike *Novak I*, here it is undisputed that the physical altercation began in the McDonalds Restaurant. *See* Giblin Dep. 86:13-17 ("we're at the door [inside] pushing back and forth") [Ex. C]; Giblin Letter (pushing inside the restaurant); Lindsey Dep. 209:14-18 (Giblin was "grabbing me...he wasn't letting go of [him]. He had his hold on [Lindsey].") [Ex. F]; Ruark Dep. 174:22-175:2 (while inside the Restaurant "it reached a point where I did not feel that I could restrain [Giblin] without, I don't know, throwing [Giblin] on the ground or something absurd.") [Ex. E]. It's only after Patrick Casey gets pushed out the door that Ward immediately delivers the sucker punch to Patrick Casey. Ward admits that when he delivered the fatal blow, "[Patrick Casey] was outside right in front of the door" of the Restaurant, "still under the [McDonalds] awning by the doors." Ward Dep. 223:20-224:2 [Ex. D]; Giblin Letter ("we were under the awning in front of the doors) [Ex. 20]; *see* Photo of McDonalds Awning [Ex.15].

Thus, not only is the McDonalds Restaurant liable because the physical altercation began

in the Restaurant with the deadly blow being in the doorway, but McDonalds is also liable because the deadly punch was delivered in the only egress from the Restaurant and under the McDonalds awning. The Restaurant's awning is a steel structure extending from the doorway of the Restaurant to the curbing along the street. The awning has electrical lighting extending out from the Restaurant, and two posts cemented into the sidewalk. Rhee's argument that "there are absolutely no facts indicating there was any assertion of control by" the Restaurant of the area just outside its egress and under its awning strains credulity. Certainly a reasonable jury could find that the installation of the permanent, steel awning at the entryway of the Restaurant constitutes "a substantial special use."

But to even reach this point, the Court would have to find that McDonald's duty to keep its patrons safe is not triggered until the death blow is delivered. McDonald's duty was triggered the moment Ward and Giblin began instigating violence in the Restaurant. At that time, McDonald's was under a duty to act to protect its patrons. Accordingly, the Restaurant's liability for Patrick's death did not extinguish once he was unwillingly pushed out the doors of the Restaurant.

3. The McDonalds Restaurant Breached its Duty to Protect Patrick Casey from the Foreseeable Assault by Failing to Hire a Security Guard

In light of the significant history of violent crime in Restaurant, the Restaurant breached its duty of care to keep its customers safe by failing to hire a security guard. *Compare* Foster Report at 7-9 [Ex. 9]; *with Briggs v. Wash. Metro. Area Transit Auth.*, 481 F.3d 839, 846 (D.C. Cir. 2007) ("The expert must proffer a specific, articulable (and articulated) standard of care."). The weakness of McDonalds' position on summary judgment, is shown through its desperate attempt to discredit the opinions of Mr. and Mrs. Casey's security expert, Lance Foster, as to this national standard of care, despite the fact that Mr. Foster's standard is identical to McDonalds' own written security

standards.⁶ Rhee MSJ at 20. Again, these are recycled arguments that this Circuit rejected in *Novak v. Capital Mgmt. & Dev. Corp.*, 570 F.3d 305 (2009) (hereinafter “*Novak II*”).⁷

“Under District of Columbia law, an expert testifying about a national standard of care must describe a specific standard rather than refer generally to safety and must show that the standard is accepted in the industry.” *Novak II* at 313. “The expert must clearly articulate *and reference* a standard of care by which the defendant's actions can be measured.” *Clark v. District of Columbia*, 708 A.2d 632 (D.C. 1997) (emphasis in original). It is sufficient if it can be shown that the “[1] proffered standard has been promulgated,” (2) “is generally known[.]” or (3) if the purported standard “has been accepted as controlling in facilities and enterprises that are similar to defendants' facilities or enterprises.” *Briggs*, 481 F.3d at 847.

First, a national standard of care is sufficient if it “has been accepted as controlling in facilities and enterprises that are similar to defendants' facilities or enterprises.” *Briggs*, 481 F.3d at 847; *see also Novak II* at 313 (the national standard of care to station a security guard “outside” a bar was adequate where the security expert stated it was “standard practice” and he named other D.C. bars that follow the practice.) Here, Mr. Foster identified two neighboring McDonalds restaurants that have accepted the “standard practice” of hiring security guards in their McDonalds restaurants. *See Foster Report* at 7-8 [Ex. 9]. In particular, the 14th St. and Verizon Center

⁶ The Court will note that Mr. Foster’s credentials are impeccable. His expert opinion in this case is based upon a tremendous amount of testimony and documentation. *See Foster Report*. Mr. Foster also made it clear his opinions are based on his experience “all over the United States.” *Foster Dep.* 195:22-196:1.

⁷ Defendants’ reliance upon *Cook v. Safeway Stores, Inc.*, 354 A.2d 507 (D.C. 1976) for the blanket assertion that a business is not required to hire security guards is inapposite. *See Rhee MSJ* at 36-37. First, *Novak II* held that the standard of care required that a security guard be placed outside the bar given the crime history at the bar. *See Novak II* at 313. Second, the plaintiff in *Cook* failed to make a “heightened showing” because he relied solely upon general crime statistics. *See also District of Columbia v. Doe*, 524 A.2d 30, 33-34 (D.C. 1987).

McDonalds hired security guards “in order to have a safe environment for the customers.” Garrido Dep. 28:22-29-2 [Ex. Q]. The efficacy of hiring security guards for those restaurants was noted by Mr. Foster. Foster Report at 7-8 (“on site security personnel prevent violent crimes...Verizon Center and [14th St.] McDonalds both employed the restaurants...[and] those restaurants with the armed security guards have had no violent incidents or physical altercations prior to September 2011”). In addition to those two restaurants, Mr. Foster relied upon Mr. Garrido’s testimony identifying a third McDonalds restaurant that has on-site security guards. Garrido Dep. 24:14-20. Mr. Foster’s reliance upon the accepted standard of care for the 14th St. and Verizon Center McDonalds to hire security guards is alone sufficient to establish the national standard of care.

Second, a standard of care is adequate if a “proffered standard has been promulgated.” *Briggs*, 481 F.3d at 847. Here, the standard of care articulated by Mr. Foster has also been promulgated in the Security Manual which Mr. Foster relied upon:

A. Rhee’s McDonalds’ Failure to Hire a Security Guard Resulted in the Attack on Patrick Casey

Security personnel are a key component of a security plan to ensure the safety of customers at a Restaurant location, and to avoid incidents of violent crime. McDonalds Security Manual, states:

security guards are often good protection against robberies. Because of their extensive professional training, off-duty police officers are highly recommended for armed security guards. If off-duty police are not available in your area, consult with your regional security manager to find a reputable security agency that provides guards with extensive training.

McD 024. The manual further recommends hiring armed security guards for “crowd control,” “burglary prevention,” and “robbery prevention.” McD 024. The Security Manual further states, “some restaurants use security guards as additional measures to maintain the restaurant in a safe and secure environment for their guests and crew.” McD 023. In the instance of Verizon Center

Foster Report at 7 [Ex. 9]; *see also* Foster Dep. 121:15-17 (“And I agree with what McDonald's says in their recommendations to their franchises, that stores should try to use off-duty police officers.”) [Ex. S]. As noted in the Security Manual, “Because of their extensive professional training, *off-duty police officers are highly recommended* for armed security guards.” *Id.* This

recommendation by McDonalds to hire off-duty police officers is especially true where a restaurant, such as Rhee's, operates for 24 hours:

Inherent Risks of Operating a Twenty-Four Hour Restaurant

The McDonalds' Security Manual provides:

[r]estaurants operating during extended hours or 24 hours have **special security concerns**. These procedures have been developed to ensure the safety and security of our restaurant crew, managers, and customers. Safety during late night hours must be at the top mind for everyone.

McD039 (emphasis added). The Restaurant was open for twenty-four (24) hours on Thursday, Friday, and Saturday nights at the time of the assault on Patrick Casey. Rhee Dep. p. 51. Despite the **special security concerns** of operating a 24 hour restaurant, McDonalds took **no special security measures**.

Id. 4 [Ex. 9]. The Security Manual further recommends armed security guards for burglary prevention, crowd control, and robbery prevention. *Id.* at 7. Mr. Foster's reliance upon the standards in the Security Manual also supports the articulation of the national standard of care, because these standards are mandatory for corporate-owned McDonalds restaurants nationwide. Webb Depp. 49:8-50:6 [Ex. O]. In the Baltimore-Washington Region, there are 105 corporate owned restaurants, which have necessarily adopted this standard of care. Webb Dep. 118:7-15.

Third, in articulating the national standard of care requiring the Restaurant to hire a security guard, Mr. Foster also relied on upon the fact that the nearby bars, which serve the same intoxicated customers as McDonalds, are required to have security personnel. Mr. Foster's Reports states:

Intoxicated customers can contribute to the inherent risk of violent crimes at a location. The D.C. Alcoholic Beverage Control Board has acknowledged this well-accepted industry standard by stating unequivocally that there exists a causal link between alcohol and violence: "[v]iolence can occur quickly in a nightclub and it is imperative that these establishments be prepared to respond effectively to these potentially violent incidents immediately." D.C. Council, Report on Bill 17-201 at 26 (Mar. 11, 2008). Divyne Apollon, the head of security for Ozio, a bar in the vicinity of McDonalds that the assailants had been to prior to McDonalds on the night of the incident, testified:

Q. Why is it important to make sure that patrons don't get too intoxicated?
A. **They can hurt themselves, they can hurt others, they can get out of hand, they can get belligerent, a whole slew of things that could happen.**
Q. As a result of the intoxication?
A. **Yeah.**

Apollon Dep. p 12.

The connection between violence and intoxication does not change based on the location or the type of establishment. Intoxicated patrons increase the risk of violent activity.

Foster Report at 5-6 [Ex. 9]. Notably, McDonalds' security expert agrees there is a correlation between intoxicated persons and violence. *See* Clark Dep. at No. 7. ("in a bar environment with large crowds and many persons consuming alcohol, the potential for verbal and physical altercations and disagreement may be elevated because of multitude of factors, including alcohol consumption.") [Ex. 22].

Rhee purposely keeps the Restaurant open for 24-hours on Thursday, Friday, and Saturday to serve intoxicated customers when the nearby bars close. Rhee Dep. 51:10-11; *Id.* at 124:14-125:1. As discussed fully in the Statement of Facts in Section II.E, during those hours the Restaurant is crowded, the customers are intoxicated, and the Restaurant is understaffed. *See also* Guild Dep. 70:9-12. ("everyone in that McDonald's that night...was intoxicated.") [Ex. 8]. As acknowledged by the D.C. Council, "violence can occur quickly in a night club" because the customers are intoxicated thereby requiring nightclubs to have security guards on the premises. D.C. Council, Report on Bill 17-201 at 26 (Mar. 11, 2008). As noted by Mr. Foster, the "connection between violence and intoxication does not change based on the location or the type of establishment." Foster Report at 6. Specifically, the same risks that exist at a bar which has intoxicated customers (*e.g.* violence), also existed at the Restaurant who served the same intoxicated customers just leaving the nearby bars. Because "intoxicated patrons increase the risk of violent activity" and McDonalds intentionally catered to those intoxicated patrons from the nearby bars, the national standard of care required the Restaurant to have a security guard.

Fourth, it is sufficient if an articulated standard "is generally known." *Briggs*, 481 F.3d at 847. Mr. Foster's articulated standard of care that the Restaurant was required to have a security guard was "generally known" among nearly all the customers and the staff in the Restaurant the night Patrick Casey was killed. Martinez Aff. at ¶ 9. (***If there was a security guard in the***

McDonalds, the security guard would have certainly had the opportunity to break up the fight or intervene while the customers were yelling in the restaurant.”) [Ex. 6]; Giblin Letter (“*I believe that if there was a security guard present, the situation would have been diffused at the table*”) [Ex. 20]; Guild Dep. 75:9:11 (“*if there was a security guard there the chances would have been a lot less likely that it would have happened.*”) [Ex. H]. The general knowledge of the need for security at the Restaurant was not unique to the night Patrick Casey was killed. Ekpenyong Dep.131:18-132:7 (*man maliciously choke-slam[ed] [a] woman to the ground while the McDonald’s employees were looking right at them. No security whatsoever.*) [Ex. R]. The repeated recognition of the absence of a security guard by the customers in the McDonalds, demonstrates that the standard of care required McDonalds to have a security guard.

Finally, “reliance on professional guidelines or standards is a generally appropriate methodology for experts to use when opining on an applicable standard of care.” *Girdler v. United States*, 923 F. Supp. 2d 168, 191 (D.D.C. 2013). In articulating the national standard of care and arriving at his opinion, Mr. Foster rigorously applied the Forensic Methodology to the facts of this case as set forth in his 15-page expert report. *See* Foster Report [Ex. 9]. The Forensic Methodology is published by the International Association of Professional Security Consultants (IAPSC). The Forensic Methodology has been widely accepted in courts throughout the country, including this court. *See Novak II; Childress v. Ky. Oaks Mall Co.*, 2007 U.S. Dist. LEXIS 69881 (W.D. Ky. Sept. 20, 2007) and *Reinaldo Robles Del Valle, et al v Vornado Realty Trust*, (06-1818-JAG) (D.P.R. July 8, 2009). The *Childress* court held “By all indications, the IAPSC *Forensic Methodology* has been subject to peer review and accepted by security industry professionals. It is the product of a consensus reached by security practitioners who are at the top of their field.” *Childress*, 2007 U.S. Dist. LEXIS 69881, *19. Mr. Foster’s expert report, and his opining on the national standard of

care, strictly adheres to the Forensic Methodology, which included travelling to the District of Columbia to perform a site inspection at the Restaurant. Applying the Forensic Methodology, which requires analysis of a location's crime history as well as other inherent risk factors, the national standard of care required the Restaurant to hire a security guard given its significant history of violent crime.

Mr. Foster also made it clear that this standard of care applies to “*restaurants across the United States [and] all throughout, Washington, D.C.*” Foster Dep. 195:12-19.

Thus, the evidence is more than sufficient to establish the national standard of care that the McDonalds Restaurant had a duty to hire a security guard. McDonalds breached this standard of care by refusing to protect its customers by hiring a security guard. *See* Liu Dep. 46:20-21 (McDonalds would only hire a security guard if assaults occurred “everyday”). The breach of this duty to hire a security guard was the proximate cause of Patrick Casey’s death. *See* Foster Security Report at 7-9; *see also* Foster Dep. 120:20-121-21 (security guard would have asked Ward to leave); *Id.* 121:18-22 (same); *Id.* 199:9-20 (explaining deterrent effect of a security guard).

B. The McDonalds Restaurant Negligently Failed to Follow its Own Policy to Call the Police

The McDonalds Restaurant’s failure to follow its own substandard policy of calling the police resulted in the death of Patrick Casey. Not only was McDonalds required to call the police during the altercation because it voluntarily assumed the duty to call the police as part of its minimal security policies,⁸ but this is also a legal duty imposed upon business inviters. *See* Restat

⁸ A party has a duty to act when it has assumed a duty. *See Novak I*, at 915 (dismissing negligence claims based on violation of defendant’s policy because insufficient evidence that the policy existed); *Morgan v. D.C.*, 468 A.2d 1306, 1313 (D.C. 1983) (police officer “voluntarily assume a duty to proceed with reasonable care to protect individuals whom they have particularly placed in peril.”); *Scott v. Watson*, 359 A.2d 548, 555 (Md. 1976) (negligent security case holding “we think it clear that even if no duty existed to employ the particular level of security measures provided by the defendants, improper performance of such a voluntary act could in particular circumstances constitute a breach of duty.”).

2d of Torts, § 314A; *Southland Corp. v. Griffith*, 332 Md. 704, 633 A.2d 84 (1993) (holding that a store owner has a legal duty to call the police for invitees who are in danger). This minimal duty to call the police is further articulated by Mr. Foster as a standard of care McDonalds owed to Patrick Casey. *See* Foster Report at 11 (“This policy by itself falls below the national standard of care owed to its customer in light of the history of prior crimes in the Restaurant.”) [Ex. 9]; *Id.* at 9-11 (citing to the Security Manual and to the deposition testimony of Rhee and Liu discussing this security practice across all four of Rhee’s McDonalds restaurants).

Notably, McDonalds does not dispute that the Restaurant had a duty to intervene and/or call the police. Rhee MSJ at 28-34. Instead, McDonalds disputes that it did not have the “opportunity for verbal intervention,” “physical intervention,” or “to call the police.” *Id.* This argument not only fails because it is factually incorrect, but it also improperly begs the Court to make a factual determination on proximate cause. *Hicks v. United States*, 511 F.2d 407, 420 (1975) (“proximate cause of an injury is ordinarily a question for the jury”). As set forth below, there is sufficient evidence for a reasonable jury to decide that McDonalds’ failure to call the police was the proximate cause of Patrick Casey’s death.

1. McDonalds Breached its Duty (and its Policy) to Call the Police When Ward was “Belligerent” and “Wrestling” While in Line

McDonalds had a duty to ask Ward to leave the restaurant when he was wrestling in line with Giblin. Podlone stated that he noticed Ward and his friends immediately. Podlone Aff. at ¶ 3 (“I noticed three guys right off the bat and told my friend, ‘we gotta keep our eyes on these three guys.’”). At this time Ward was “*being loud and drunk at the McDonalds...[they] were belligerent while waiting in line, and were looking for a fight.*” *Id.* at ¶¶ 3-4 (emphasis added); *see also* Guild Dep. 70:9-12 (“I remember thinking that [Ward, Giblin, and Ruark] were intoxicated as well.”) [Ex. H]. While waiting in line to order, Ward attempted to inappropriately

touch a female customer's behind. *See* Surveillance Video at 2:26:04 [Ex. 1]. Shortly after the incident with the female in line, Ward began to wrestle with Giblin. *See Id.* at 2:27:05-2:28:39. The wrestling between Ward and Giblin took place over a period of ninety-four (94) seconds. *Id.* During the wrestling, a couple in line behind Ward, cautiously backed up "a couple more feet"—about "5 to 6 feet" in total to keep a safe distance from the wrestling Ward and Giblin. Ruark Dep. 226:21-227:18 [Ex. E]. Ruark described the wrestling as "nudging, elbowing, just kind of harassing each other." *Id.* at 57:16-17. At this time, Ruark was concerned they may "get in trouble or get kicked out of the McDonald's." *Id.* at 147:21-22. Eventually, Ruark thought it was "enough jerking around," and he broke up the wrestling between Ward and Giblin because he "didn't want anything to happen." *Id.* at 149:20-150:6. Ruark explained, "[e]ventually, when no one with McDonalds tried to intervene, I was able to get them to stop before things got out of hand or we were asked to leave." Ruark Aff. at ¶ 7 (emphasis added) [Ex. 9].

As McDonalds concedes, it was not Podlone's responsibility to "keep an eye" on Ward and it was not Ruark's responsibility to break up the "wrestling," it was the Restaurant's duty to ask Ward to leave or call the police. *See* Rhee Dep. 35:2-9 (if customers are wrestling the staff must call police) [Ex. N]; *See* Liu Dep. 43:3-8 (if a person is intoxicated, required to ask to leave. If they do not, call 911) [Ex. M]. If the McDonalds Restaurant had asked Ward to leave the Restaurant or called the police at that time as it was required to do, a reasonable jury could find that Ward would not have been able to deliver the deadly punch to Patrick Casey 18 minutes later in the night.

2. The McDonalds Restaurant Breached its Duty (and its Policy) to Call the Police When the Altercation Started

The verbal altercation started when Patrick Casey, Lindsey, and Jun were "minding [their] own business," and Ward and Giblin began "trash talking" and making belligerent comments towards Patrick Casey's table. The "trash talking" quickly escalated into loud yelling. Lindsey

Dep. 211:11-15 [Ex. F]; Giblin Dep. 186:16-19 [Ex. C]; Rosenzweig Dep. 68:1-7 [Ex. I]. It's at this time that the shift manager, Jose Martinez, took notice of the altercation. Mr. Martinez stated:

It started with yelling and screaming in the front of the restaurant. I did see the three bad guys...the yelling was medium loud, every person in the restaurant could hear it. It was clear from the yelling there was to be a physical fight.

Martinez Aff. at ¶ 7 [Ex. 6]. McDonalds Corporation and every individual in a management position for the McDonalds Restaurant testified that Martinez was required by McDonalds to call the police at this time. Rhee Dep. 121:17-122-13 (Martinez was required “to ask leave [sic]. If they don't leave, call the police.”) [Ex. N]; Webb (McDonalds Corporate designee) Dep. 61:16-63:13 (Martinez should “either ask them to quiet down, or try to diffuse the situation. Or...[if] it's disruptive, and they feel unsafe to confront those—they could call the police.”) [Ex. O]; Liu Dep. 66:19-68:14 (if “clearly there was going to be a fight, I believe he should have called the police. What I understand, he didn't call – try to call the police.”) [Ex. M].

Although it was clear to Martinez there was going to be a fight, he did not call the police as required to do. Instead, “**during the yelling [Martinez] went to the bathroom.**” Martinez Aff. at ¶ 8 [Ex. 6]. This is an undisputed violation of the Restaurants' policy, and the standard of care.

Importantly, the trash talking and yelling occurred approximately for **3 to 5 minutes**. Ruark Dep. 154:20-155:4 [Ex. 8]. Murphy Dep. 85:13-19 [Ex. G]; *Id.* 87:5-7 (verbal altercation continued “between two and four minutes” after he changed tables “to better observe” an “escalation in hostilities.”). The police were called by Lindsey after Patrick Casey had been punched by Ward. It took the police **73 seconds** to arrive at the Restaurant after Lindsey's telephone call. *See* MPD Event Chronology [Ex. 17]. Given the immediate arrival by the Police at the Restaurant (73 seconds) and the duration of the yelling (3 to 5 minutes), a jury could reasonably find that had Martinez called the police as he was required to do, Patrick Casey would not have been killed.

C. The McDonalds Restaurant Negligently Failed to Train and Supervise its Employees

It is shocking that Martinez went to the bathroom rather than call the police when it became “clear from the yelling there was to be a physical fight.” Martinez Aff. at ¶7. The blame, however, falls on the Restaurant for failing to train its employees on its security policy, and to supervise them.

There is a duty on a business to properly train its employees. *See also* Foster Dep. 115-117 (articulating the standard of care with regards to training). The Security Manual affirms this duty: “your awareness and the training of crew members on security procedure is one of the keys to running a safe and secure restaurant.” *Id.* at 12 (citing to Security Manual). The Security Manual states, “you should have an effective plan in place in case a security incident occurs.” *Id.* (citing to Security Manual at McD 22); *contra* Statement of Facts at § 2.F.1 (the Restaurant does not have a standard security plan). The Restaurant adopted the Security Manual as its policy. Rhee. Dep. 28:3-14 [Ex. N]. The Security Manual, however, is not followed by the employees in his Restaurant. Lainez Dep. 28:6-22 (first time seeing Security Manual was at her deposition. As a Spanish speaker, she also could not read the English written manual); Martinez Aff. ¶ 3 (“received books on the training, but they were in English” and Mr. Martinez does not read or speak English).

In fact, the McDonalds Restaurant’s employees received no training on security. One Restaurant employee, who was working at the time Patrick Casey was attacked, testified:

Q What training have you received from McDonald's in relation to the restaurant on M Street?

A Well, not really anything.

Q No training?

A Not a thing. I don't know. I don't know.

Lainez Dep. 30:5-1 [Ex. K]. Another employee at the McDonalds Restaurant (who was also working the night Patrick Casey was attacked) confirmed that the employees received no training on security. Santos Dep 27:7-28 [Ex. J] (Santos had never seen a video or received any written

materials on McDonalds security practices). Indeed, Santos confirmed that she had never seen the Security Manual. *Id.* at. 28:6-22. The shift manager for the Restaurant (also working the night of the altercation), stated, “[t]he training programs were only for managers, not regular employees. From my understanding, regular employees did not receive formal training. As the manager, I was also never required to provide formal training to the employees.” Martinez Aff. at ¶ 5 [Ex. 6].

Indeed, McDonalds employee Santos received no training on how to respond “if customers are wrestling in line while waiting for their food.” Santos 31:15-21 [Ex. J]. Had the Restaurant’s staff been trained, Ward would have been asked to leave or the police would have been called when he was wrestling in line with Giblin 18 minutes prior to the attack on Patrick Casey.

The lack of training was abundantly clear when the verbal altercation started. The shift manager stated “it was clear from the yelling there was going to be a physical fight.” Martinez Aff. at ¶ 7 [Ex. 6]. Rather than call the police as Rhee and McDonalds stated Martinez was required to do, Martinez instead went to the bathroom. *Id.* at ¶ 8. The employees did not call the police because they thought it was the manager’s responsibility. Santos Dep. 74:20-21 (Ms. Santos did not call the police, because “I imagine when I told the manager, well, the manager would have called.” As we know, the shift manager, Mr. Martinez, did not call the police when it became clear there was going to be a fight, but instead went to the bathroom. Martinez Aff. at ¶ 7.

District of Columbia law also imposes a duty upon a business to reasonably supervise its employees. *Moore v. District of Columbia*, 79 F. Supp. 3d 121, 143 (D.D.C. 2015) (holding that an expert is not required for negligent supervision cases). Again, the Security Manual reinforces the duty to properly supervise the Restaurant’s employees: “[a]s the restaurant manager, you are ultimately responsible for enforcing security policies and procedures. By implementing security measures that are fully supported by highly aware crew members, you can better protect your

restaurant from crime-related danger.” Foster Report at 12 [Ex. 9] (citing to Security Manual).

Here, the Restaurant failed to supervise its employees. The manager’s standard shift is between 7:00am to 4:00am and closes the store on occasion. Fuentes Dep. 26:9-13 [Ex. L]. When asked about the Restaurant’s security policies and incidents of violence, the Restaurant Manager answered “I don’t remember” forty-five (45) times in her 58-page deposition. When shown the video of the prior altercation where the woman was struck in the face [Ex. 2], the store manager replied that she was unaware of the incident, did not remember if an employee had reported it to her, or if an incident report was generated. *Id.* at 34:13-36:3. In fact, the manager was unaware of any written incident reports relating to the crime that occurred in the Restaurant. Similarly, Rhee was not aware of the prior altercation where the woman was struck in the face until Plaintiffs brought it to his attention during the course of this lawsuit. Rhee Dep. 65:7-66:5 [Ex. N]. The reason is because Rhee only goes to the Restaurant “about twice a month.” *Id.* at 36:6-8; *contra* Franchise Agreement at 2 (franchisee shall “work full-time at their McDonald’s”). One employee did not even know that Rhee was the owner of the Restaurant. Santos Dep. 12:19-20.

Due to the lack of supervision in the Restaurant, the employees at the Restaurant failed to follow the proclaimed security policy that if there (1) **yelling**, (2) **fighting** (or “wrestling”), or (3) an **intoxicated person** in the restaurant, then the **staff must call 911**. *See* Statement of Facts § II.E.1. A jury could reasonably find that the management’s failure to implement and enforce the Restaurant’s security policy was the proximate cause of the attack on Patrick Casey.

D. McDonalds Corporation’s Negligence

McDonald Corporation submitted two pages of argument claiming it had no duty to Patrick Casey, a customer in a McDonalds restaurant, because it had no contractual duty through its Franchise Agreement. McDonalds Corp MSJ at 10-11. McDonalds Corporation is wrong.

1. McDonalds Corporation Had a Duty to Patrick Casey

“Unlike contractual duties, which are imposed by agreement of the parties to a contract, a duty of due care under tort law is based primarily upon social policy.” *Caldwell v. Bechtel, Inc.*, 631 F.2d 989, 997 (1980). The D.C. Circuit further held that “[t]he law imposes upon individuals certain expectations of conduct, such as the expectancy that their actions will not cause foreseeable injury to another. These societal expectations, as formed through the common law, comprise the concept of duty.” *Id.* The *Caldwell* court reasoned that unlike a contractual duty, under tort law a duty is owed to a foreseeable plaintiff. *Id.* at 998.

In *Caldwell*, the defendant, Bechtel, entered into a contract with WMATA to provide “‘safety engineering services’ with respect to work to be done by various contractors.” *Id.* at 992. The plaintiff, who worked for one of the contractors, was injured and sued Bechtel, arguing that Bechtel had a “duty and responsibility...to provide, inter alia, overall direction and supervision of safety measures.” *Id.* at 994. The D.C. Circuit agreed. Although Bechtel did not have a contractual relationship with the plaintiff, it did have a duty under tort law. *Id.* at 1001-1002. *Caldwell* held that Bechtel’s duty to protect the plaintiff, a third party, was derived from its contract with WMATA to supervise the work of the various contractors. *Id.* This remains true even though the contract disclaimed that Bechtel would only use its “best efforts” to ensure the contractors complied with safety regulation, and thus would be not absolutely liable in the event of a safety violation and that Bechtel. *Id.* The court, nonetheless, held the significance of the contract “is that once Bechtel undertook responsibility for overseeing safety compliance, it assumed a duty of reasonable care in carrying out such duties.” *Id.* at 1001.

Here, the same as in *Caldwell*, the Franchise Agreement entered into by Kyung Rhee and McDonalds Corporation created a duty for the customers at the McDonalds Restaurant, such as Patrick Casey. Franchise Agreement [Ex. 21]. The Franchise required that Rhee strictly adhere to

the “McDonalds System.” *Id.* at 1; *Id.* at 6 (“shall comply with the entire McDonalds System”). The Franchise Agreements details the requirements of the McDonalds System; *Id.* at 1; *see also infra* at § IV.D.2 (detailing the “McDonalds System”). Under the agreement. McDonalds Corporation was required to provide “business manuals” which detail: “(a) required operations procedures;...(d) business practices and policies; and (e) other management, advertising, and personnel policies.” *Id.* at 2. The franchisee, such as Rhee, must “adopt and use exclusively the formulas, methods, and policies contained in the business manuals.” *Id.* One of those business manuals is the Security Manual. Warfield Dep. 39:21-40:2 [Ex. P].

In order to ensure compliance with the McDonalds System, McDonalds Corporation performed audits referred to “Short Operations Review” and “Full Operations Review.” Warfield Dep. 26:3-9; 54:4-5. The Full Operations Review contains 700 questions, of which only 3 relate to security. Warfield Dep. 35:19-36:3.⁹ With respect to security, McDonalds Corporation has a regional security manager. One of the responsibilities of the regional security manager is to provide security “consultations” for franchise owned restaurant, as was the case for the 14th St and Verizon Center McDonalds. Webb Dep. 44:16-19; Garrido Dep. 29:21-22. The audits and consultations performed by McDonalds Corporation were carried out as part of its contractual duties to franchisees to ensure uniformity and compliance with the McDonalds System. McDonalds Corporation acknowledge the duty it has to customers in franchise owned restaurant when it tweeted in response to an assault occurring in a Restaurant in 2011 in this region: “there’s no room for violence under the Golden Arches & our thoughts are with the victim. Action has been taken.” *See* McDonalds Twitter Message (written in response to violent assault in a restaurant

⁹ Although requested, McDonalds Corporation has not produced either the Full Operations Reviews or Short Operations Reviews that were performed at the McDonalds Restaurant.

within Corporation's the Baltimore-Washington region) [Ex. 16]; *contra* Webb Dep. 91:14-92:20 (in actuality the regional security manager took no action and did not investigate the incident) [Ex. O]. The same as *Caldwell*, it was foreseeable to McDonalds that if it did not ensure uniformity and compliance with the McDonalds System that customers at the franchise owned restaurants, such as Patrick Casey, would be injured. Thus, McDonalds Corporation owed a duty to Patrick Casey.

Similarly, a reasonable jury could find that McDonalds breached this duty owed to Patrick Casey by failing to implement and enforce McDonalds Corporation's security practice in the McDonalds Restaurant. Webb Dep. 70:13-20 (the regional security manager for McDonalds Corporation never had any communication with Kyung Rhee regarding security in the Restaurant) [Ex. O]; Warfield Dep. 30:10-14 (no consequences if a franchise fails the security compliance portion of the Full Operations Review) [Ex. P]; Webb Dep. 82:9-12 (regional security manager did not learn Patrick Casey until three (3) days before his deposition). Thus, McDonalds Corporation's Motion should be denied because there remains a factual question for a jury to decide.

2. The McDonalds Restaurant is the Agent of McDonalds Corporation

McDonalds Corporation is also vicariously liable to Plaintiffs for the actions of its agent, the McDonalds Restaurant. In the District of Columbia, whether a principal-agent relationship exists "depends on the particular fact of each case," with the most important factor being "the power to control the servant's conduct." *District of Columbia v. Hampton*, 666 A.2d 30, 38 (D.C. 1995). A defendant cannot, however, "simply rely on statements in an agreement to establish or deny agency. Rather, an agency relationship is essentially determined by examining whether there is a right of control of one party over another." *Butler v. McDonald's Corp.*, 110 F. Supp. 2d 62, 67 (D.R.I. 2000). Contrary to McDonalds Corporation's position, courts in other jurisdiction have found a franchise restaurant to be the agent of McDonalds Corporation. *Butler v. McDonalds Corp.* 110 F. Supp. 2d at 62 (D.R.I. 2000) (holding that McDonald's Corporation's franchise

agreement demonstrates the Corporation's control over the franchise); *Miller v. McDonald's Corp.*, 945 P.2d 1107 (Or. Ct. App. 1997) (holding that McDonalds Corporation sufficiently maintains control for purposes of agency liability through its "McDonald's System").

Here, McDonalds Corporation maintains control over the McDonalds Restaurant through the Franchise Agreement, the Full and Short Operation Reviews, and uniform business standards imposed on the Franchise in the "McDonalds System." In particular, the Franchise Agreement requires the Restaurant to strictly adhere to the "McDonalds System," which is a:

comprehensive system for the...operation and maintenance of McDonald's restaurant locations which have been selected and developed by McDonalds for the retailing of a limited menu of uniform and quality food products...in a clean, wholesome atmosphere...[which includes] designs and color schemes for restaurant building, signs equipment layout, formulas and specification for certain food products, methods of inventory and operation control, bookkeeping and accounting, and manuals covering business practices and policies.

....

The foundation of the McDonalds and the essence of this Franchise is adherence of [Kyung Rhee] to standards and policies of McDonald's providing for the uniform operation of all McDonald's restaurants within the McDonalds system.

Franchise Agreement at 1 [Ex. 21]. McDonalds Corporation implements these strict, uniform standards through its training at Hamburger University and its business manuals which the McDonalds Restaurant was required to "adopt and use exclusively the formula, methods and policies contained in the business manuals." *Id.* at 2. One of the business manuals is indeed the Security Manual. Warfield Dep. 39:21-40:2 [Ex. P]. Furthermore, McDonalds Corporations maintains the uniformity of its franchise restaurants through uniform logos, trademarks, and "national advertising."¹⁰ *Id.* at 3.

¹⁰ In addition, this Circuit has recognized, "many jurisdictions have permitted a finding of vicarious liability under an apparent agency doctrine -- typically in a franchisor/franchisee context. *Wilson v. Good Humor Corp.*, 757 F.2d 1293, 1302 (D.C. Cir. 1985). Here, the McDonalds Restaurant's food, designs, color schemes, trademark, logo, advertising, and signs were in complete uniformity with all other McDonalds restaurants, including the corporate owned restaurants. The uniform image that McDonalds Corporation requires, certainly provides a basis for a reasonable jury to find that even if the McDonalds

Furthermore, McDonalds Corporation's requires "Compliance with the Entire System" including the "uniformity of facilities and service." *Id.* at 5. Under the Franchise Agreement, McDonalds Corporation has the "right to inspect the Restaurant at all reasonable times." *Id.* at 5. Indeed, McDonalds performs the Full and Short Operations Review on a routine basis to ensure compliance with the McDonalds System. If franchise fails one of those reviews, the restaurant is put into a "viper (sic) process." Warfield Dep. 30:19-22. Furthermore, if the McDonalds Restaurant fails to adhere to the McDonalds System, McDonalds Corporation has the ability to terminate the Franchise Agreement with the Restaurant. Franchise Agreement at 8.

The very nature and "essence" of the Franchise Agreement and the McDonalds System is to control the operations of the McDonalds Restaurant. Thus, the same as in *Butler* and *Miller*, a reasonable jury could find that an agency relationship exists. Accordingly, the issue of whether the McDonalds Restaurant was an agent of McDonalds Corporation should proceed to a jury.

V. CONCLUSION

The McDonalds Restaurant had a significant history of violent crime, which established a heightened showing of foreseeability that its customers would be assaulted in the Restaurant. The Restaurant's acute awareness that its customers were exposed to an unreasonable danger, required it to take reasonable measures to protect its customers. The Restaurant took none. Even more egregious, on the night Patrick Casey was attacked, the McDonalds Restaurant had multiple opportunities to ask Ward to leave (as required by its own policies) or to call the police (also required by its policies), but it did nothing. This is sufficient evidence for a reasonable jury to find that McDonalds had a duty to protect Patrick Casey, and negligently breached that duty by failing to take any reasonable measures. Thus, Plaintiffs' respectfully request the Court to deny the

Restaurant was not the actual agent, it was at a minimum, the apparent agent of McDonalds Corporation.

Motions for Summary Judgment filed by Defendant Rhee and McDonalds Corporation.

Dated: February 27, 2016

Respectfully submitted,

/s/ Brendan Klaproth

Brendan Klaproth (D.C. Bar No. 999360)

Klaproth Law PLLC

406 5th Street NW

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Washington, DC 20001

Tel: 202-618-2344

Email: bklaproth@klaprothlaw.com

Attorney for Plaintiffs

EXHIBIT 1

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

McDonalds Surveillance Video

-
DVD to be delivered to Chambers

Video is also available at
<http://klaprothlaw.com/casey-v-mcdonalds/>

EXHIBIT 2

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Video of Prior Assault – August 2009

-

DVD to be delivered to Chambers

Video is also available at

<http://klaprothlaw.com/casey-v-mcdonalds/>

EXHIBIT 3

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Video of McDonalds Altercation – October 25, 2009

-

DVD to be delivered to Chambers

Video is also available at

<http://klaprothlaw.com/casey-v-mcdonalds/>

EXHIBIT 4

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Video of McDonalds Altercation – October 25, 2014

-

DVD to be delivered to Chambers

Video is also available at

<http://klaprothlaw.com/casey-v-mcdonalds/>

EXHIBIT 5

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Affidavit of Max Podlone

PAUL D. CASEY, *et al.*

V.

Defendants.

)
)
)
)
) Civ. No. 1:13-cv-1452 (RJL)
)
)
)
)
)

I, Max Charles Norton Podlone, having been duly sworn hereby state the following under oath:

1. My name is Max Charles Norton Podlone. I am over the age of 18 years old, and I am competent in all respects to testify to the matters herein.

2. I was present at the McDonalds restaurant located at 1916 M Street NW, Washington, DC 20036 on September 23, 2011. I observed the attack on Patrick Casey.

3. When I first arrived at the McDonalds, I noticed three guys right off the bat and told my friends, “we gotta keep our eyes on these guys” (these three individuals will later be referred to as “Casey Attackers”). The Casey Attackers were being loud and drunk at the McDonalds. The Casey Attackers were the three guys that later attacked Patrick Casey.

4. The Casey Attackers were belligerent while waiting in line, and were looking for a fight.

5. Later that evening at the McDonalds when I was seated at my table, the three Casey Attackers were sitting directly across from me in the McDonalds restaurant.

6. Shortly thereafter, I heard yelling near the door of the restaurant. I looked up and saw the Casey Attackers surrounding Patrick Casey. Patrick Casey's back was to the door. Attacker 2 was the trouble maker, and the most belligerent of the three Casey Attackers.

7. The Casey Attackers then pushed Patrick through the door of the restaurant. Patrick Casey was pushed out of the door back first. It did not appear to me that Patrick Casey wanted to go outside.

8. At the moment Patrick was pushed out the door, I stood up to make an attempt to break up the impending attack against Patrick Casey. I ran to the doorway, and saw Attacker 2 and Patrick Casey grappling and yelling. They then pushed apart and separated. As Attacker 2 and Patrick Casey backed up from each other, Attacker 2 stumbled over the sidewalk.

9. I then noticed Attacker 1, who was standing in between Patrick Casey and myself, sneaking towards Patrick Casey as if he was going to throw a sucker punch while Patrick Casey was not looking. Based on his demeanor and the way he held his arm, it was apparent that Attacker 1 was going to punch Patrick Casey. I moved to grab Attacker 1 to prevent him from throwing the punch, but was unable to do so.

10. Attacker 1 sucker punched Patrick Casey while Patrick Casey was looking at Attacker 2. Patrick Casey did not see the punch coming. Patrick Casey fell backwards onto the sidewalk after being struck by Attacker 1's punch.

11. The three Casey Attackers looked at Patrick Casey on the ground, then looked at me, and then looked at each other. They then immediately sprinted up the street away from the McDonalds restaurant.

12. After the Casey Attackers fled, I approached Patrick Casey and realized he was not breathing. I yelled for someone to call 911. I then began administering CPR with no

response. After approximately 45 seconds, Patrick Casey gasped for air but did not continue breathing normally. I continued to administer CPR. Approximately, twenty seconds later he gasped for air again. Patrick Casey then began to bleed from the nose. The paramedics arrived shortly thereafter.

13. When the paramedics arrived, they pulled Patrick Casey into an upright position. The paramedics began slapping Patrick Casey in the face, shouting at him to “wake up.” The paramedics placed Patrick Casey in the ambulance to take him to the hospital.

14. A detective arrived, who then questioned me and my friends, Josh White and Leonhard Schulte-Korne, about what happened. The detective told us that Patrick Casey had been taken to GW Hospital. Leonhard Schulte-Korne and I went to GW Hospital to see if Patrick Casey was ok. We waited there until the detective stated that we should go home, because Patrick Casey was in surgery and would not be out for a long time.

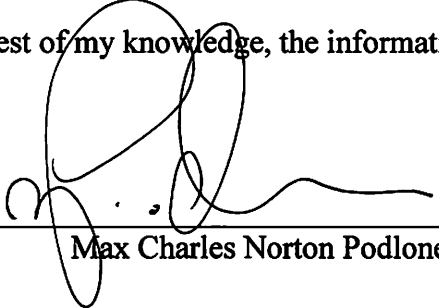
15. I learned a few days later from my friend Leonhard Schulte-Korne that Patrick Casey had died. Upon information and belief, Leonhard Schulte-Korne learned of Patrick Casey’s death from a member of the Metropolitan Police Department.

16. Patrick Casey never initiated any attack. Patrick Casey was never an aggressor.

17. The initial aggressor was Attacker 1. When Patrick Casey and Attacker 2 separated, I believe the altercation was over because of the distance between the two and their unwillingness to reinitiate physical contact.

18. The attack on Patrick Casey “could have been anyone of us,” or any customer in the McDonalds because the attackers were looking to start a fight that night.

I declare under penalty of perjury that, to the best of my knowledge, the information herein is true, correct, and complete.




Max Charles Norton Podlone

STATE OF DISTRICT OF COLUMBIA)
COUNTY OF DISTRICT OF COLUMBIA) ss:


I, the undersigned Notary Public in the District of Columbia, do hereby certify that Max Charles Norton Podlone appeared before me on February 9, 2015, and has satisfactorily proven to be the persons whose name is subscribed to the Affidavit, and, being first duly sworn on oath according to the law, deposes and says that he has read the foregoing Affidavit subscribed by him, fully understands the Affidavit, and that the matters contained herein are true to the best of his/her information, knowledge, and belief.

In witness whereof I have set my hand and official seal on this 9th day of February, 2015.





Notary Public [SEAL]

District of Columbia: SS
Subscribed and Sworn to before me
this 9th day of FEBRUARY, 2015


Nina Bae, Notary Public, D.C.
My commission expires September 14, 2019

EXHIBIT 6


to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Affidavit of Jose Martinez

CERTIFICATION OF TRANSLATION

I, Elena Gutiérrez García, hereby certify that I am competent to translate from the Spanish language into English and certify that the translation of the Affidavit of Jose Martinez attached hereto as Exhibit 1 is a true, accurate and complete translation of the original document. A copy of the original Affidavit of Jose Martinez in the Spanish language is annexed hereto as Exhibit 2.



Elena Gutiérrez García, Ph.D.
American University
World Languages and Cultures
McCabe Hall 215
4400 Massachusetts Ave, NW
Washington DC, 20016-8045
202-885-2381

EXHIBIT 1

English Translation of Affidavit of Jose Martinez

AFFIDAVIT OF JOSE MARTINEZ

I, Jose Martinez, having been duly sworn hereby state the following under oath:

1. My name is Jose Martinez. I am over the age of 18 years old, and I am competent in all respects to testify to the matters herein.

2. In approximately 2010, I began working for the McDonalds restaurant located at 1916 M Street NW, Washington, DC 20036. I was initially employed as a cashier, but I was promoted to a manager. As the manager, I was responsible for the operation of the restaurant during my shift. I generally only worked Thursday nights during the late night shift. This was the only McDonalds restaurant that I ever worked at.

3. As the manager, McDonalds sent me to a training program to teach me about food safety and how to treat customers. I received books on the training, but they were in English. I no longer have the books.

4. I also received some training on McDonalds' security policy. McDonalds security policy was to do nothing. Specifically, employees were instructed to never break up a fight, never touch a customer, and never remove a customer from the restaurant. If there was violence or an attack in the restaurant, we were instructed to do nothing but call 911. If an employee interfered with a fight, he would get fired.

5. The training programs were only for managers, not regular employees. From my understanding, regular employees did not receive formal training. As the manager, I was also never required to provide formal training to the employees.

6. While I worked at McDonalds, we never had a security guard in the restaurant.

7. I was working as the manager on the night in September 2011 when one of the McDonalds customers was murdered as a result of a fight. I observed the beginning of the

fight. It started with yelling and screaming in the front of the restaurant. I did see the three bad guys, but I don't recall what they were wearing. The yelling was medium loud, every person in the restaurant could hear it. It was clear from the yelling that there was going to be a physical fight.

8. During the yelling, I went to the bathroom. When I came back from the bathroom, one of the McDonalds employees told me that something happened and that I should go outside to see. When I went outside, I saw one of the McDonalds customers lying on the ground. The friend of the injured customer was already on the phone with 911. I then called Officer Jose to let him know what happened. At that time, the three bad guys had already gotten away. The police and ambulance were on their way to the restaurant by the time I called Officer Jose. The police and ambulance arrived very quickly after I went outside to see what had happened. I later learned that the customer, Patrick Casey, had eventually died.

9. If there was a security guard in the McDonalds, the security guard would have certainly had the opportunity to break up the fight or intervene while the customers were yelling in the restaurant.

10. Other than my telephone call to Officer Jose, no other employee of McDonalds had called 911 before or during the fight that resulted in the death of the customer.

11. Officer Jose was a police officer with the Metropolitan Police Department. He would come by the restaurant a few times a week to check to see if we were having any problems at the McDonalds. A lot of incidents would happen, especially during the late night shifts, so Officer Jose would often come by the restaurant. Officer Jose gave me his direct cell phone number to contact him when incidents or violence would occur. I no longer have his cell phone number and I do not recall his last name.

12. As the manager of McDonalds, I am aware of fights and violent attacks that occurred in the McDonalds restaurant prior to the killing of the customer, Patrick Casey, in September 2011. Although the killing of the customer in September 2011 is the first murder that I am aware of that occurred in the restaurant, there were previous incidents of violence, especially during the late night shifts.

I declare under penalty of perjury that, to the best of my knowledge, the information herein is true, correct, and complete.

Jose Martinez

EXHIBIT 2

Affidavit of Jose Martinez

DECLARACION JURADA DE JOSÉ MARTÍNEZ

Yo, José Martínez, tras haber prestado juramento, declaro lo siguiente:

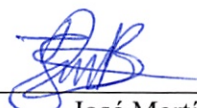
1. Mi nombre es José Martínez. Tengo más de 18 años de edad y estoy capacitado en todos los aspectos para dar testimonio de los puntos aquí mencionados.
2. Hacia el año 2010 empecé a trabajar para el restaurante McDonalds ubicado en 1916 M Street NW, Washington, DC 20036. En principio fui contratado como cajero, pero fui ascendido a encargado. Como encargado, yo era responsable del funcionamiento del restaurante durante mi turno. Por lo general, sólo trabajaba los jueves durante el turno de noche. Este era el único restaurante McDonalds en el que yo había trabajado.
3. Como encargado, la compañía McDonalds me envió a un programa de aprendizaje sobre seguridad en el manejo de comidas así como sobre cómo tratar a los clientes. Recibí libros para el aprendizaje, pero estaban en inglés y ya no los tengo.
4. También recibí instrucción sobre las normas de seguridad de la compañía McDonalds. Su norma consistía en no hacer nada. Específicamente se les instruía a los empleados para nunca romper una pelea, nunca tocar a un cliente y nunca echar a un cliente del restaurante. En caso de violencia o un ataque en el restaurante, teníamos instrucciones de no hacer nada excepto llamar al 911. Si un empleado interfiriera en una pelea sería despedido.
5. Los programas de aprendizaje eran solamente para los encargados. Que yo supiera, los demás empleados no recibían instrucción formal. Como encargado, tampoco se me pidió nunca proporcionar instrucción formal a los demás empleados.



District of Columbia: SS 1 of 3
Subscribed and Sworn to before me
this 27th day of JANUARY, 2015

Nina Bae, Notary Public, D.C.
My commission expires September 14, 2019

Plaintiff004681


José Martínez

6. En el tiempo que yo trabajé en McDonalds, nunca tuvimos un guardia de seguridad en el restaurante.

7. Yo trabajaba de encargado la noche de septiembre del 2011 en la que un cliente de McDonalds fue asesinado por causa de una pelea. Yo pude observar el principio de la pelea: comenzó con gritos en la parte de adelante del restaurante. Vi a los tres tipos malos, pero no recuerdo la ropa que llevaban. Los gritos eran medianos, todo el mundo en el restaurante podía oírlos. Estaba claro por los gritos que iba a haber una pelea física.

8. Mientras los gritos yo fui al baño, y cuando regresé, uno de los empleados del McDonalds me dijo que había sucedido algo y que debería salir a verlo. Cuando salí, vi a uno de los clientes del McDonalds tumbado en el suelo. El amigo del cliente herido estaba ya al teléfono con el 911. A continuación yo llamé al agente de policía José para contarle lo que había pasado. Para entonces, los tres tipos malos ya habían huido. La policía y la ambulancia estaban ya de camino al restaurante cuando yo llamé al agente José. Policía y ambulancia llegaron ambas muy rápidamente después de que yo saliera a ver lo que había pasado. Más tarde supe que el cliente, Patrick Casey, había resultado muerto.

9. Si hubiera habido un guarda de seguridad en el McDonalds, con certeza éste habría tenido la oportunidad de romper la pelea o de intervenir mientras los clientes estaban gritándose en el restaurante.

10. Aparte de mi teléfono para llamar al agente José, ningún otro empleado del McDonalds había llamado al 911 antes o durante la pelea que resultó en la muerte del cliente.

11. El agente José era un agente de policía del Departamento de Policía Metropolitano. Solía venir al restaurante varias veces por semana para ver si estábamos teniendo algún problema en el McDonalds. Solíamos tener muchos incidentes, sobre todo en los turnos de las altas horas de la

2 of 3



District of Columbia: SS
Subscribed and Sworn to before me

this 27th day of JANUARY, 2015


José Martínez


Nina Bae, Notary Public, D.C.
My commission expires September 14, 2019

noche, por lo que el agente José se pasaba a menudo por el restaurante. El agente José me había dado el número de su teléfono celular para que lo contactara directamente en caso de accidentes o de violencia. Ya no tengo su número y no recuerdo su apellido.

12. Como encargado del McDonalds, soy consciente de las varias peleas y ataques violentos que ocurrieron en el McDonalds con anterioridad al homicidio del cliente Patrick Casey en septiembre del 2011. Si bien el homicidio del cliente en septiembre del 2011 es el primer asesinato del que tengo constancia que ocurriera en el restaurante, había habido incidentes previos de violencia, sobre todo durante los turnos de las últimas horas de la noche.

Declaro, bajo pena de perjurio, que, en lo que yo sé, la información aquí expuesta es cierta, correcta y completa.


 José Martínez

STATE OF DISTRICT OF COLUMBIA)
 COUNTY OF DISTRICT OF COLUMBIA) ss:

I, the undersigned Notary Public in the District of Columbia, do hereby certify that José Martínez appeared before me on January 27, 2015, and has satisfactorily proven to be the persons whose name is subscribed to the Affidavit, and, being first duly sworn on oath according to the law, deposes and says that he has read the foregoing Affidavit subscribed by him, fully understands the Affidavit, and that the matters contained herein are true to the best of his/her information, knowledge, and belief.

In witness whereof I have set my hand and official seal on this 27th day of January, 2015.



Notary Public

[SEAL]



District of Columbia: SS
 Subscribed and Sworn to before me
 this 27th day of JANUARY, 2015


 Nina Bae, Notary Public, D.C.
 My commission expires September 14, 2019

3 of 3

EXHIBIT 7

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Affidavit of Abasiakan Ekpenyong

AFFIDAVIT OF ABASI-AKAN J. EKPENYONG

I, Abasi-akan J. Ekpenyong, having been duly sworn hereby state the following under oath:

1. My name is Abasi-akan J. Ekpenyong. I am over the age of 18 years old, and I am competent in all respects to testify to the matters herein.

2. I witnessed a fight that occurred in the McDonalds restaurant located at 1916 M Street NW, Washington, DC 20036 in August 2009 when a man struck a woman in the face. Upon information and belief, the fight occurred in the McDonalds at approximately 2:00 am on August 16, 2009. Prior to the woman getting struck in the face, there was a verbal altercation in the McDonalds with loud shouting and cursing for approximately 5-6 minutes.

3. I recorded a video of the fight that I personally witnessed in the McDonalds restaurant located at 1916 M Street NW, Washington, DC 20036 that occurred in August 2009. A true and accurate copy of the video that I recorded of the fight that I witnessed in the McDonalds restaurant located at 1916 M Street NW, Washington, DC 20036 in August 2009 is attached to this Affidavit as Exhibit 1 and is stamped as Plaintiff003837.

4. My friend Jeffrey Boone is the individual on the video attached as Exhibit 1 stating, "Alright, this is what happens when people have way too much to liquor for no good reason."

5. I am the individual on the video attached as Exhibit 1 stating, "If you a club promoter, do not let them in your club."

6. My friend Jeffery Boone is the individual on the video attached as Exhibit 1 stating, "The floor is completely wet in case the camera don't know."

7. My friend Jeffrey Boone is the individual on the video attached as Exhibit 1 stating, "All of this is highly unnecessary."

8. I also witnessed two additional physical fights at the same McDonalds restaurant (1916 M Street NW, Washington, DC 20036) after the fight that occurred in August 2009. Both of these fights occurred less than one year after the fight in August 2009.

9. The second fight I witnessed in the McDonalds restaurant (1916 M Street NW, Washington, DC 20036) was a physical fight between two males who were intoxicated. The two individuals were fighting near the restroom. The fight ended when one of the individuals fled the restaurant. This fight occurred less than one year after the fight in Exhibit 1.

10. The third fight I witnessed in the McDonalds restaurant (1916 M Street NW, Washington, DC 20036) was between two intoxicated males fighting over a girl near the doors of the restaurant. The fight was a physical altercation, and the girl was trying to break up the physical altercation. During the physical altercation, I recall seeing a McDonalds employee watching the fight nonchalantly. This employee did not break up the fight and he did not call the police, he just watched as if it was an everyday occurrence. The fight eventually broke up when a customer shouted that they were calling the police. This fight occurred less than one year after the fight in Exhibit 1.

11. I witnessed a fourth altercation that occurred at the same McDonalds restaurant. This was a verbal altercation between a customer and an employee of McDonalds. There was shouting and cursing between the customer and the employee. The customer shouted to the employee "don't touch me." The customer then stated he was going to tell the manager of the restaurant, and eventually the customer called the police. A true and correct copy of the video

of the verbal altercation is located on youtube.com at

<https://youtu.be.com/watch?v=pOwUXt4Qp2L>.

I declare under penalty of perjury that, to the best of my knowledge, the information herein is true, correct, and complete.

Abasi-akan J. Ekpenyong

Abasi-akan J. Ekpenyong

STATE OF *Maryland*)
COUNTY OF *Montgomery*) ss:

I, the undersigned Notary in the State of Maryland, do hereby certify that Abasi-akan J. Ekpenyong appeared before me on May 15, 2015, and has satisfactorily proven to be the persons whose name is subscribed to the Affidavit, and, being first duly sworn on oath according to the law, deposes and says that he has read the foregoing Affidavit subscribed by him and viewed the DVD attached as Exhibit 1, fully understands the Affidavit, and that the matters contained herein are true to the best of his/her information, knowledge, and belief.

In witness whereof I have set my hand and official seal on this 15th day of May, 2015.

Consuelo Munizaga [SEAL]
Notary Public

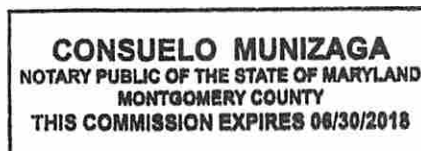


Exhibit 1

to Ekpenyong Affidavit

DVD Stamped Plaintiff003837

EXHIBIT 8

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Affidavit of Justin Ruark

A F F I D A V I T


COMES NOW the undersigned affiant, JUSTIN RUARK, and states the following under oath:

- 1) On the evening of September, 22, 2011, I met JASON WARD and BRIAN GIBLIN at the Clarendon Grill at approximately 7:30PM. To the best of my recollection, I consumed two beers there. I believe Ward and Giblin were also drinking alcohol and I assume they drank approximately as much as I did, although I was not keeping track of what they drank.
- 2) WARD and I then followed GIBLIN to Whitlows, where I continued to drink beer. I believe WARD and GIBLIN were also drinking alcohol at Whitlows. By the time the three of us left Whitlows, I believe I had consumed approximately 4-5 beers in total that evening and assume WARD and GIBLIN had consumed approximately as much as I had.
- 3) The three of us then headed into Washington, D. C. where we went to several bars. Although I do not recall the order in which we went to each establishment, based on credit card receipts from that evening, it appears the three of us went to 19th BAR; Sky Lounge, Rumors, Public Bar; Ozio; and, Camelot. We may have also gone to Mighty Pint. I believe I consumed alcohol at several, if not most, of these establishments and assume WARD and GIBLIN did as well.
- 4) Camelot was the last bar the three of us went to the night of September 22 and the early morning of September 23, 2011. By that time I would not have gotten behind the wheel of a car out of concern that I would have been cited for DUI if I had been stopped by the authorities.
- 5) Over the course of the entire evening I believe all three of us consumed a combination of beer, shots and mixed drinks.
- 6) After leaving Camelot the three of us stopped by Ozio briefly for a second time that night, before proceeding to the McDonalds located at 1916 M Street where the altercation with Patrick Casey subsequently occurred.
- 7) Prior to the incident involving Mr. CASEY, WARD and GIBLIN began horsing around and wrestling with one another while waiting in line to order at the McDonalds. Eventually, when no one with McDonalds tried to intervene, I was able to get them to stop before things got out of hand or we were asked to leave. We eventually ordered, got our food and took a seat at a small table near the front door.



- 8) After a short while I noticed that WARD and GIBLIN began exchanging insults (trash talking) with one or more individuals who were seated at a table somewhere behind me. I do not know who started this verbal altercation but later learned that the shouting from behind me was coming from a table occupied by Mr. CASEY, and his friends DAVID LINDSEY and CLAIRE JUN.
- 9) Within a relatively short time I sensed that someone was approaching me from behind, probably from the look on WARD and GIBLIN'S faces. As the individual approached I stood up, turned around and came face to face with Mr. CASEY who had apparently approached our table as a result of the trash talking.
- 10) Mr. CASEY was a very large man so I sought to employ humor in an attempt to diffuse the situation before things escalated. I jokingly said to Mr. CASEY, "Whoa Zanglef." To which Mr. CASEY smiled. Unfortunately, LINDSEY also approach our table soon thereafter and shouted, "Fuck you fags." Both Mr. CASEY and LINDSEY invited us to take it outside and LINDSEY then left the restaurant.
- 11) As I recall, GIBLIN then stood up and started following LINDSEY out of the door. Mr. CASEY began following GIBLIN and WARD started following Mr. CASEY. In a further attempt to diffuse the situation I jumped in front of GIBLIN before he got out of the door and attempted to keep him inside the restaurant by physically restraining him, but was ultimately unsuccessful. At that point I walked back to our table to finish my food as the other four went outside. I did not observe or see anything that took place outside of the restaurant.
- 12) Shortly thereafter WARD came back inside the restaurant and said, "We need to go." WARD grabbed a few personal items from our table and we left. When I got outside GIBLIN was already a block away headed toward our car. WARD was about half a block behind GIBLIN. As I started following them I looked to my left and saw Mr. CASEY lying on the ground with several people surrounding him.
- 13) In the car ride back to Virginia WARD told me he had punched Mr. CASEY.
- 14) Around 6-7:30PM the following evening at WARD's home, in the presence of Mitch Reig I believe, WARD stated that he had knocked a guy out.
- 15) At no time during the evening in question did I start or participate in either a verbal or physical altercation with Mr. CASEY or any of his friends.

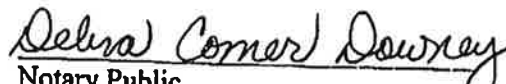
AND FURTHER AFFIANT SAYETH NOT:


JUSTIN RUARK

CITY/COUNTY OF Alexandria)
COMMONWEALTH OF VIRGINIA)

Before me, the undersigned notary public appeared the person whose signature above appears who swore and affirmed that the facts stated in the foregoing Affidavit are true and correct to the best of his personal knowledge and belief and that they are competent to testify.

Sworn and subscribed before me this 9th day of September, 2014.


Notary Public

Debra Comer Downey
Print Name

My commission expires on: 4/30/2015



EXHIBIT 9

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Foster Security Expert Report

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

PAUL D. CASEY, et al.

Plaintiff,

V.


JASON WARD, et al

Defendants.

13-cv-1452 (RJL)

EXPERT WITNESS REPORT

by


Lance R. Foster, CPP, CSC
619 Riviera Drive
Tampa, Florida 33606

Submitted:

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October 6, 2015

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INTRODUCTION

This expert report is intended to serve as a disclosure of my opinion concerning an assault that occurred at the McDonalds restaurant located at 1916 M Street NW, Washington, DC 20036 (“Restaurant” or “McDonalds Restaurant”). Patrick Casey, a patron of the Restaurant, was killed in the early morning hours of September 23, 2011 as a result of an attack occurring at the Restaurant. This report is preliminary and based on information indicated herein. Should additional information become available, a supplemental report may be made.

QUALIFICATIONS AND METHODOLOGY

I am a board Certified Protection Professional (CPP) and a Certified Security Consultant (CSC). I performed a crime risk assessment of the McDonalds Restaurant taking into consideration the nature of the Restaurant as well as other facts. This crime risk assessment was conducted utilizing the widely accepted methodology within the profession—Forensic Methodology published by the International Association of Professional Security Consultants (IAPSC). The Forensic Methodology published by IAPSC has previously been accepted by the U.S. District Court for the District of Columbia in the case of *Novak v. Capital Mgmt. & Dev. Corp.*, 452 F.3d 902 (D.C. Cir. 2006); *Novak v. Capital Mgmt. & Dev. Corp.*, 570 F.3d 305 (D.C. Cir. 2009). Similarly, Forensic Methodology was also held to be a reliable methodology in *Childress v. Ky. Oaks Mall Co.*, 2007 U.S. Dist. LEXIS 69881 (W.D. Ky. Sept. 20, 2007) and *Reinaldo Robles Del Valle, et al v Vornado Realty Trust*, (06-1818-JAG) (D.P.R. July 8, 2009).

A risk assessment is the general process of identifying and prioritizing risks. It is a qualitative, quantitative, or hybrid assessment that seeks to determine the likelihood that criminals will successfully exploit a vulnerability or compromise a security countermeasure. There are two main components to a risk assessment: a threat assessment and a vulnerability assessment. Both the threat assessment and vulnerability assessment were performed as part of my risk assessment of the Restaurant.

My analysis was also performed by reviewing documents available to date (Documents Reviewed appended hereto as Exhibit A) and by applying my knowledge, education, training, and experience in the field of security, law enforcement, and criminology to the facts of this case (CV is appended hereto as Exhibit B). A list of my publications is contained in my CV. A list of the cases in which I have testified for the preceding four years is appended hereto (Exhibit C), along with my fee schedule (Exhibit D).

STATEMENT OF OPINIONS AND BASES

I. The Attack on Patrick Casey at the Restaurant on September 23, 2011 was Highly Foreseeable by Defendant Kyung Rhee, d/b/a Rhee’s McDonalds

Performing a risk assessment requires an evaluation of the threat assessment to the Restaurant, which includes consideration of the actual and inherent threats to the Restaurant as discussed more fully in sections A and B below.

A. The Restaurant Had a Significant History of Similar Crimes Occurring Prior to the Attack on Patrick Casey

Under the Forensic Methodology, the history of prior violent crimes at the Restaurant, and in the immediate vicinity of the Restaurant, is a primary source of the information needed for performing a threat assessment, and for determining the likelihood for the actual threats of future criminal activity.

Prior crime, specifically prior assaults, at and around the McDonalds Restaurant for a period of 24 months prior to the date of the attack on Patrick Casey, and the lack of security to address the foreseeable future criminal incidents, increased the risk of violent activity and crime at the Restaurant on September 23, 2011. Some of the prior crimes are detailed below.

Police Incident Reports Detailing Prior Crime in the Restaurant and the Immediate Vicinity

I reviewed criminal incident reports from the Washington, D.C. Metropolitan Police Department (MPD), which demonstrate that there were approximately 49 reports of assaults (including assaults with knives, guns, bats, and other weapons) and approximately 9 robberies (including robberies with guns, knives, and other weapons) within 500 feet of the Restaurant in the two years preceding the assault on Patrick Casey. During the two years preceding the assault on Patrick Casey, MPD incident reports show that there were approximately 10 crimes committed at the McDonalds Restaurant, including 7 assaults.

Customer Testimony Relating to Prior Crime in the Restaurant

One assault occurring in the Restaurant in August 2009 was filmed by a McDonalds customer, Abasi-akan Ekpenyong. *See* Plaintiff003837. The video depicts a male striking a female in the head/neck area in the approximate location in the Restaurant that the physical altercation started involving Mr. Casey. Mr. Ekpenyong described the assault as a

man maliciously choke-slammimg [a] woman to the ground while the McDonald's employees were looking right at them. ***No security whatsoever.*** No police whatsoever. And people were leaving the restaurant. Some of them looked like they were leaving in fear of what just happened. And you know, it clearly shows that there had been a fight, a pretty big brawl there because there was stuff all over, debris all over the floor.

Ekpenyong Dep. pp.131-132 (emphasis added).

Mr. Ekpenyong further testified that he observed two additional assaults occurring in the McDonalds Restaurant in 2009. *See* Ekpenyong Affidavit. The second assault that Mr. Ekpenyong testified about occurred in 2009 and involved two intoxicated males in

a shoving match, and swinging a little bit. They were close to – they were close to the restroom area. I do remember that, too....Going

back to that, like I said, I know they were pushing and shoving. I remember it was -- they were slipping on the floor. I remember the floor, the area where they were fighting, I remember it was slippery.

Ekpenyong Dep. p. 87-88.

The third assault described by Mr. Ekpenyong occurred in 2009 and involved two males fighting over a female, as Mr. Ekpenyong described the incident:

That one, I clearly remember because it was female involved, and one of the guys was, I believe, was her -- she was romantically involved with one of the guys, and then the other guy -- I don't know what exactly happened, but when I caught them fighting, I knew that she was trying to break up the fight between both of them.

Ekpenyong Dep. 90.

Mr. Ekpenyong further testified, "I heard a lot of screaming, shouting from the girl, and the guys were -- I remember they were both saying -- cursing at each other. I remember that." Ekpenyong Dep. pp. 94-95.

Mr. Ekpenyong filmed a fourth incident depicting a McDonalds' employee engaging in a verbal altercation with a customer. *See* Plaintiff005063.

Rhee's McDonalds' Notice of the Prior Violent Crimes in the Restaurant

In addition, the employees of McDonalds were aware of the prior crimes and assaults in the Restaurant, demonstrating that Rhee's McDonalds was on notice of the likelihood of violent criminal activity at the Restaurant and the need for additional security measures to curb future violence. The assault on Patrick Casey was highly foreseeable.

For instance, Jose Martinez, the manager of the McDonalds who was present during the attack on Patrick Casey, testified that he was "aware of fights and violent attacks that occurred in the McDonalds Restaurant prior to the killing of the customer, Patrick Casey, in September 2011. Although the killing of the customer in September 2011 is the first murder that I am aware of that occurred in the Restaurant, there were previous incidents of violence, especially during the late night shifts." *See* Martinez Affidavit at ¶ 12.

Similarly, Sofia Santos, an employee who was working during the assault on Patrick Casey, testified that she observed physical altercations in the Restaurant "once per month." Santos Dep. pp. 75-76. Likewise, Francisca Lainez, an employee who was present during the attack on Patrick Casey, testified that there were incidents involving "crazy people" in the Restaurant who would insult customers or staff "all the time." Lainez Dep. pp. 35-36. Accordingly, McDonalds had actual notice of the prior assaults occurring in their Restaurant through its employees.

Under the Forensic Methodology, prior crime at a location is an indicator of the likelihood of future crime. This is also consistent with the security consultation that McDonalds Corporation provided to International Golden Foods, discussed below. Given the significant history of prior violence occurring in the Restaurant, it was highly foreseeable to Rhee's McDonalds that the assault on Patrick Casey would occur in its Restaurant.

B. The Inherent Risks of a Twenty-Four Hour Restaurant and Intoxicated Customers

Part of performing a risk assessment requires analysis of the inherent threats that exists by the nature or characteristics of the facility or nature of the operation. The McDonalds Restaurant was subject to two inherent risks that should have been considered in its security plan: (1) operating a twenty-four hour restaurant and (2) serving intoxicated customers.

Inherent Risks of Operating a Twenty-Four Hour Restaurant

The McDonalds' Security Manual provides:

[r]estaurants operating during extended hours or 24 hours have *special security concerns*. These procedures have been developed to ensure the safety and security of our restaurant crew, managers, and customers. Safety during late night hours must be at the top mind for everyone.

McD039 (emphasis added). The Restaurant was open for twenty-four (24) hours on Thursday, Friday, and Saturday nights at the time of the assault on Patrick Casey. Rhee Dep. p. 51. Despite the *special security concerns* of operating a 24 hour restaurant, McDonalds took *no special security measures*.

Sofia Santos, an employee working on the night Patrick Casey was killed, testified that in the hours been 12:00 a.m. and 2:00 a.m., the Restaurant would become "*busier and there aren't enough employees*." Santos Dep. p. 25 (emphasis added). Ms. Santos further testified that she did not receive any unique training on those days that the Restaurant is opened for 24 hours. Santos Dep. p. 34. The area supervisor for Rhee's McDonalds, Andy Liu, testified:

Q The next section, 24-hour operation lobby open. "Restaurants operating during extended hours and 24 hours have special security concerns." Do you agree with that statement?

A Well, yes.

Q Last sentence of that paragraph, "Safety during late night hours must be at the top of mind for everyone. Therefore, each restaurant manager should receive a security orientation from their operation supervisor or owner/operator to reinforce the importance of compliance." My question is, do you have any knowledge if Damary Fuentes received a security orientation that's referenced here?

A Safety orientation on 24 hours operation; is that what you are asking?

Q Yes.

A The policy is the same. We see anything wrong, we call the police.

Liu Dep. pp 38-39. Kyung Rhee also testified:

Q Next section. "Restaurants operating during extended hours or 24 hours have special security concerns. These procedures have been developed to ensure the safety and security of our restaurant crew, managers, and customers. Safety during late night hours must be at the top mind for everyone." Do you -- does your restaurant at 1916 M Street have any special security measures when it's open 24 hours?

[objection of counsel omitted]

A The store is safe, so I don't think we need a guard, anything.

MR. BOTTIGLIERI: He's asking you what you do have. He's asking you what security measures you do have.

A No.

Q Nothing different?

MR. BOTTIGLIERI: Different than what?

Q Than when it's not open 24 hours.

A Security measure is a we look -- I don't understand you exactly. Security, I understand that. Measuring is when you open the 24 hour, you looking at the store circumstance. Anything, you know, unusual happen, that's what you look at them. That's what --that's what I meant.

Q Okay. So there's no different security measures when you're open 24 hours than --

A Yes. Yes.

Rhee Dep. pp 52-54.

Pursuant to McDonalds Security Manual, there were inherent special security concerns and risks for operating a twenty-hour restaurant that required that "safety during late night hours must be at the top mind for everyone." Rhee's McDonalds took no special security measures during the late night shifts in response to the heightened risk of crime at the Restaurant during late night shifts.

Inherent Risk of Serving Intoxicated Customers

Intoxicated customers can contribute to the inherent risk of violent crimes at a location. The D.C. Alcoholic Beverage Control Board has acknowledged this well-accepted industry standard by stating unequivocally that there exists a causal link between alcohol and violence: "[v]iolence can occur quickly in a nightclub and it is imperative that these establishments be prepared to respond effectively to these potentially violent incidents immediately." D.C. Council, Report on Bill 17-201 at 26 (Mar. 11, 2008). Divyne Apollon, the head of security for Ozio, a bar in the vicinity of McDonalds that the assailants had been to prior to McDonalds on the night of the incident, testified:

“[w]e have a security plan that we implemented several years ago to make sure people are not getting too intoxicated, things are moving smoothly, everyone's safe, basics for the most part.” Appollon Dep. p 12. Mr. Apollon was then asked:

Q. Why is it important to make sure that patrons don't get too intoxicated?

A. **They can hurt themselves, they can hurt others, they can get out of hand, they can get belligerent, a whole slew of things that could happen.**

Q. As a result of the intoxication?

A. **Yeah.**

Apollon Dep. p 12.

The connection between violence and intoxication does not change based on the location or the type of establishment. Intoxicated patrons increase the risk of violent activity.

The security risks of the 24 hour Restaurant are further heightened by the fact that during the Thursday and Friday shifts between 12:00am and 2:00am McDonalds employee, Sofia Santos, testified that she “can see that [the customers have] done some drinking,” based on “the smell of beer or something.” Santos Dep. p. 25. Ms. Santos further stated that the Restaurant would become busier during those same hours on Thursdays and Friday. Santos Dep. p. 25.

McDonalds is aware that its restaurants near drinking establishments require additional security. Indeed, the security manager for a neighboring McDonalds restaurant in Washington, D.C. testified that the Verizon Center McDonalds¹ gets “more rowdy...once the clubs close.” Garrido Dep. p. 42. According to the Complaint and the assailants’ credit card receipts on the night of the assault on Patrick Casey, the assailants (Jason Ward, Brian Giblin, and Justin Ruark) had been to approximately four to five bars within a one block radius of the McDonalds Restaurant prior to going to the McDonalds Restaurant. One customer at the McDonalds Restaurant testified that at the time of the assault on Patrick Casey, everyone in the Restaurant appeared intoxicated. Guild Dep. 70:9-12 (“***I mean everyone in that McDonald’s that night more likely than not was intoxicated in one way shape or form. And I remember thinking that those guys were intoxicated as well.***”) (emphasis added).

Drinking establishments in the District of Columbia are required to have a security plan and dedicated security personnel to keep overly-intoxicated patrons out of the establishment, to remove patrons that become overly intoxicated or combative, and to protect patrons of the drinking establishment. At the time of the Incident, McDonalds catered to the same patrons, but employed zero security measures to protect its patrons:

Q Is there any policy to determine if [the customers are intoxicated]?

A **No.**

¹ The McDonalds franchise owned by International Golden Foods LLC and located at 601 F Street will be referred to as the “Verizon Center McDonalds.” Similarly, the International Golden Foods LLC restaurant located at 1401 U Street will be referred to as the “U Street McDonalds.”

Liu Dep. p. 44.

II. Rhee's McDonalds Failed to Protect Patrick Casey from a Highly Foreseeable Attack

The Forensic Methodology requires a vulnerability assessment of the particular location. The vulnerability assessment is an analysis of security weaknesses and opportunities for criminal activity. In assessing the vulnerability of a location, it is important to consider the incident itself, the site of the incident, the security personnel on site at the location, and the security program adopted by the business owner. In performing the vulnerability assessment, I am considering, among other things, the Restaurant site, the surveillance video at McDonalds on September 23, 2011, photographs of the Restaurant, and McDonalds' security policies and practices. Based on my assessment and review of the materials in this case, it does not appear that this McDonald's had a security plan, a security guard, or appropriate employee training on security. In addition, the surveillance camera system did not appear to be properly functioning on September 22, 2011.

As discussed more fully below, Rhee's McDonalds' failure to adopt reasonable security measures, including hiring a security guard, was to a reasonable degree of professional certainty, the direct and proximate cause of the assault on Patrick Casey on September 23, 2011.

A. Rhee's McDonalds' Failure to Hire a Security Guard Resulted in the Attack on Patrick Casey

Security personnel are a key component of a security plan to ensure the safety of customers at a Restaurant location, and to avoid incidents of violent crime. McDonalds Security Manual, states:

security guards are often good protection against robberies. Because of their extensive professional training, off-duty police officers are highly recommended for armed security guards. If off-duty police are not available in your area, consult with your regional security manager to find a reputable security agency that provides guards with extensive training.

McD 024. The manual further recommends hiring armed security guards for "crowd control," "burglary prevention," and "robbery prevention." McD 024. The Security Manual further states, "some restaurants use security guards as additional measures to maintain the restaurant in a safe and secure environment for their guests and crew." McD 023. In the instance of Verizon Center and U Street McDonalds, "based on the area [of the restaurants], [McDonalds Corporation's "consultant"] recommended to put some security" at the Verizon Center and U Street McDonalds. Garrido Dep. p 29.

On site security personnel prevent violent crimes. For example, Verizon Center and U Street McDonalds both employed armed security guards in the restaurants "from 2003 to the present." Garrido Dep. p. 55 and Ex. 3-4. Those restaurants with the armed security guards

have had no violent incidents or physical altercations occurring in their restaurant prior to September 2011. Specifically, Mr. Garrido testified:

Q And have you had any violent incidents occur between 2003 and the present, at the Verizon Center location?

A **By violent, you mean --**

Q Physical altercation.

A **Not that I recall...**

...

A. **Nothing violent.**

Garrido Dep. p 55-56. Mr. Garrido further testified that if there's a lot of people intoxicated in the Verizon Center and U Street restaurants, the security guard's responsibility is to keep an eye on things, and to make sure nothing gets out of hand. Garrido Dep. p. 57. Mr. Garrido testified that the security guards in the Verizon Center and U Street restaurants have "a deterrent effect," and stated:

...But from our perspective, I think people will respect an officer with a gun. Maybe a gun stop somebody from doing something crazy. But once we have the officer identified and somebody there, might be able to control the situation.

Garrido Dep. p. 54-55. Mr. Garrido further testified what security guards do in the Verizon Center and U Street McDonalds when there is a physical fight:

If there is a case with a physical fight, they will separate them and they will take them out of the restaurant and escort them the same way out of the restaurant, and then they don't have authorization out of the doors.

Garrido Dep. p. 39.

Johnny Webb, regional security manager for McDonalds Corporation, testified "we're aware – our employees aren't always to be aware of things that's in the restaurant at time. And if a guard is aware, we want them to bring it to our attention." Webb Dep. p. 77.

Given McDonalds' policy statement that 24 hour restaurants have special security needs, the proximity of the Restaurant to night clubs and bars, Verizon Center and U Street McDonalds use of security guards, and the prior violent criminal activity inside and near the Restaurant, the national standard of care required Rhee's McDonald to provide adequate security measures in the form of security guards to ensure the safety of its patrons. Despite this, Rhee's McDonalds failed to conduct any security assessment at the Restaurant, which have included considering prior assaults at the Restaurant. Liu Dep. p. 45-46 (testifying that prior assaults are not relevant to determine the level of risk when determining whether the Restaurant needs to hire a security guard.)

Furthermore, several witness testified based on their observations that had a security guard been present on September 23, 2011, the assault on Patrick Casey would not have occurred. Specifically, Andrew Guild, a witness on the night of the incident, testified, “But I think the chances were *if there was a security guard there the chances would have been a lot less likely that it would have happened.*” Guild Dep. p 75 (emphasis added).

Brian Giblin stated, “*I believe that if there was a security guard present, the situation would have been diffused at the table.*” Giblin Letter to Caseys (emphasis added).

Jose Martinez, the manager working at McDonalds on the night of the altercation involving Patrick Casey also stated, “*If there was a security guard in the McDonalds, the security guard would have certainly had the opportunity to break up the fight or intervene while the customers were yelling in the restaurant.*” Martinez Affidavit (emphasis added)

A security guard stationed in Rhee’s McDonalds would have served as a deterrent by preventing the verbal altercation from escalating, and would have intervened or called the police, as discussed more fully below. Under any circumstances, the very presence of a security guard serves as a deterrent to verbal and physical altercations. With the existence of prior assaults occurring at or in close proximity to the Restaurant, the inherent risks of operating a 24-hour restaurant and serving intoxicated patrons, within a reasonable degree of professional certainty, McDonalds’ failure to hire a security guard was the direct and proximate cause of the assault on Patrick Casey.

B. Rhee’s McDonalds’ Failure to Follow Its Own Security Policy Resulted in the Attack on Patrick Casey

The McDonalds Security Manual states, “*Security is the number one priority in your restaurant. Your guests and crew should feel safe and secure in your restaurant. Maintaining and using appropriate equipment and following stringent security procedures can help prevent crimes.*” McD 021 (emphasis added). The Security Manual further states, “security measures can minimize the chances of anyone in your restaurant become a victim. Make sure all managers and crew understand and follow security procedures.” McD 34.

Kyung Rhee, owner of Rhee’s McDonalds, testified that employees are trained if “something happening or something fighting, you can ask them, you know, leave. If they don't leave, we call the police. That's all we can do.” Rhee Dep. p. 20. Andy Liu, area supervisor for Rhee’s McDonalds testified, “if we see people really arguing and using abusive language, yes, we will have to prohibit it. Yes.” Liu Dep. pp 35-36.

Q How do you prohibit it?

A We would tell them to stop and leave. If they refuse, we call 911.

Q And whose responsibility is it to take that action? Is it the shift manager?

A **Most of the time shift manager, yes.**

Q What about customers who are engaged in a physical altercation; is that prohibited in the lobby?

A Yes.

Q And what is a shift manager or a lobby --

A We call 911.

Q Call 911? Is there any discretion for the shift manager to do that?

A No.

Liu Dep. pp 35-36.

Failure to Ask Assailants to Leave or Call Police Prior to Altercation

As stated by Andy Liu, it is McDonalds' policy that if customers are arguing or using abusive language in the restaurant that it is the shift manager's responsibility to "tell them to stop and leave. If they refuse, we call 911." Liu Dep. 35-36.

According to Max Podlone, a customer in the Restaurant, when he first arrived at the McDonalds on September 22, 2011 "he noticed three guys right off the bat and told my friend, 'we gotta keep our eyes on these three guys'." Mr. Podlone further stated that the assailants "*were being loud and drunk at the McDonalds... [and] were belligerent while waiting in line, and were looking for a fight.*" (emphasis added)² In addition, Defendant Justin Ruark stated in his affidavit:

[p]rior to the incident involving Mr. CASEY, WARD and GIBLIN began horsing around and wrestling with one another while waiting in line to order at the McDonalds. Eventually, when no one with McDonalds tried to intervene, I was able to get them to stop before things got out of hand or we were asked to leave.

Despite the conduct described by Mr. Ruark and Mr. Podlone, there is no evidence in the record that any employee (including the shift manager) of Rhee's McDonalds asked Jason Ward, Brian Giblin, or Justin Ruark to stop or leave the Restaurant as required by the policies of Rhee's McDonalds. Likewise, there is no evidence that any employee called 911.

Rhee's McDonalds breached its duty of care owed to its customers, such as Patrick Casey, by failing to tell Mr. Ward and Giblin to leave the Restaurant prior to the altercation with Patrick Casey in response to the behavior described by Mr. Podlone and Mr. Ruark. Rhee's McDonalds' failure to follow its own policy by asking Mr. Ward and Giblin to leave the Restaurant while they were waiting in line (or alternatively called the 911), is with a reasonable degree of professional certainty the direct and proximate cause of the attack on Patrick Casey.

Failure to Call Police after Altercation Started

² As discussed above, a security guard would have intervened or called the police at the moment the assailants became loud and demonstrably drunk. The situation would have ended at that point and would not have been permitted to continue to escalate unabated.

Rhee's McDonalds stated that its own security policy when a crime occurs in the Restaurant, such as an assault, is to call the police. Liu Dep. p 36; Rhee Dep. p. 20. This policy by itself falls below the national standard of care owed to its customer in light of the history of prior crimes in the Restaurant. But Rhee's McDonalds failed to meet even the substandard of care in its own security policy by failing to take the most minimal action of calling 911 when the verbal altercation first began in the McDonalds Restaurant during the early hours of September 23, 2011.

During the attack on Patrick Casey, Jose Martinez, the manager of McDonalds, stated the following:

I was working as the manager on the night in September 2011 when one of the McDonalds customers was murdered as a result of a fight. I observe the beginning of the fight. ***It started with yelling and screaming in the front of the restaurant. I did see the three bad guys***, but I don't recall what they were wearing. The yelling was medium loud, ***every person in the restaurant could hear it. It was clear from the yelling that there was going to be a physical fight.***

During the yelling, ***I went to the bathroom.*** When I came back from the bathroom, one of the McDonalds employees told me that something happened and that I should go outside to see. When I went outside, I saw one of the McDonalds customers lying on the ground.

Martinez Aff. at ¶ 11-12 (emphasis added).

Both Rhee's McDonalds and McDonalds Corporation recognize that Mr. Martinez's behavior in addressing the verbal altercation between the assailants and Mr. Casey was not in conformance with Rhee's McDonalds' own security policy. Andy Liu, the area supervisor responsible for the Restaurant, testified, ***"I believe he should have called the police."*** What I understand, he didn't call—try to call police." Liu Dep. 68 (emphasis added). Johnny Webb, the regional security manager for McDonalds Corporation, also testified that pursuant to McDonalds' Corporation's policies, Mr. Martinez should have "either ask them to quiet down, or ***try to diffuse the situation***...or if it did warrant, as they do deem that it's disruptive, and they feel unsafe to confront those—***they could call the police.***" Webb Dep. 63 (emphasis added).

Moreover, the MPD radio dispatch from September 23, 2011 relating to the assault on Patrick Casey indicate that a call was received at 2:37:40 from telephone number 609-458-5171 (which appears to be the telephone number of David Lindsey, see Lindsey Dep. p 11) to report Mr. Casey's injuries. See Plaintiff003995. Only ***73 seconds later***, the radio dispatch report indicates that the police had arrived at the scene. See Plaintiff003995.

Witnesses stated that the verbal altercation identified by Mr. Martinez had been occurring for ***3-5 minutes***. Ruark Dep. 70 ("three to five minutes"); Murphy Dep. pp. 85-87 ("between two and four minutes" after he changed tables "to better observe" an "escalation in hostilities").

Given the time by the Metropolitan Police Department to arrive at the scene (73) seconds, had Mr. Martinez (or any other Rhee's McDonalds staff member) called 911 when the altercation between the assailants and Mr. Casey first started, the police would have arrived at the scene to diffuse the altercation before Mr. Casey was punched by Defendant Ward. Rhee's McDonalds failure to call 911, as required by its own policy and the national standard of care, is with a reasonable degree of professional certainty the direct and proximate cause of the assault on Patrick Casey.

C. Rhee's McDonalds' Failure to Train its Employees on Security Resulted in the Attack on Patrick Casey

An essential part of a security plan for a facility is to ensure that the plan is implemented and the staff are properly trained on the security plan. McDonalds Security manual states:

security measure can minimize the chances of anyone your restaurant becoming a victim. Make sure all managers and crew understand and follow security procedures. Make no exceptions, Crew members should be extremely aware that anything could happen, and that it could happen to them.

McD 034. The Security Manual further provides, "[t]here are resources available to you and your staff in regards to maintaining a safe and secure environment in your restaurant. Your resources, which include awareness and the training of crew members on security procedures is one of the keys to running a safe and secure restaurant." McD 022.

The Security Manual further states, "[a]s the restaurant manager, you are ultimately responsible for enforcing security policies and procedures. ***By implementing security measures that are fully supported by highly aware crew members, you can better protect your restaurant from crime-related danger.***" McD 022 (emphasis added). "Being aware of risk is essential to determining your needs for equipment and services. In addition, you should have an effective plan in place in case a security incident occurs." McD 022.

Francisca Lainez, an employee who was working at the Restaurant the night Patrick Casey was assaulted, testified when asked what training she had received from McDonalds, "well not really anything...not a thing..." (Lainez Dep. p 30). Ms Lainez testified that if two customers are yelling in the Restaurant, "we have to call 911." (Lainez Dep. p. 35). And "if there is a fight or something, we have to call 911." (Lainez Dep. p. 34). During the altercation involving Patrick Casey, Ms. Lainez did not call 911. (Lainez Dep. p. 59).

Sofia Santos, an employee who was working at the Restaurant the night Patrick Casey was assaulted, testified that she "never received a manual for employees on security practices at McDonalds," and she never received a copy of the McDonalds Security Manual. Santos Dep. 28. Ms. Santos also testified that she had not received any "unique training on those days that the restaurant is opened for 24 hours" (Santos Dep. p. 34), no "special training on how to interact with an intoxicated customer" (Santos Dep. p 26), no training on how to respond if

“customers are yelling in the restaurant” (Santos Dep. 29), and no training on how to respond “if customers are wrestling in line while waiting for their food” (Santos Dep. 31). If there is a fight in the Restaurant, Ms. Santos stated “the only thing we would do is call the police...because if there is a problem the police would be the ones to see to it.” (Santos Dep. 30). During the altercation involving Patrick Casey, Ms. Santos did not call the police, but stated, “but I imagine when I told the manager, well, the manager would have called,” “because that is the policy.” Lainez Dep. p. 59.

Jose Martinez, the shift manager who was working at the Restaurant the night Patrick Casey was assaulted, testified that he

received some training on McDonalds’ security policy. McDonalds security policy was to do nothing. Specifically, employees were instructed to never break up a fight, never touch a customer, and never remove a customer from the restaurant. If there was violence or attack in the restaurant, we were instructed to do nothing but call 911. If an employee interfered with a fight, he would get fired.

Mr. Martinez further stated that the “regular employees did not receive formal training. As the manager, I was also never required to provide formal training to the employees” Martinez Aff. at ¶ 5.

Mr. Martinez further stated in his affidavit:

I observed the beginning of the fight. It started with yelling and screaming in the front of the restaurant. I did see the three bad guys, but I don’t recall what they were wearing. The yelling was medium loud, every person in the restaurant could hear it. It was clear from the yelling there was going to be a physical fight. During the yelling, I went to the bathroom.

Martinez Aff. at ¶ 7. By the time Mr. Martinez went to the bathroom and exited the restaurant, “the friend of the injured customer was already on the phone with 911.” Martinez Aff. at ¶ 8.

As stated in the Security Manual, “awareness and the training of crew members on security procedures is one of the keys to running a safe and secure restaurant...[and that] By implementing security measures that are fully supported by highly aware crew members, you can better protect your restaurant from crime-related danger.” McD 022 (emphasis added). McDonalds failed to adequately train its staff members on how to respond to incidents of violence in the Restaurant. While most staff members testified that they were required to call 911, no staff member called 911 during the altercation involving Patrick Casey. Rhee’s McDonalds’ failure to adequately train its personnel to respond to physical altercations in the Restaurant, even if that training was only to call 911, was the direct and proximate cause of the attack on Patrick Casey.

III. McDonalds Corporation Failed to Implement Security Practices in Rhee's McDonalds and Failed to Oversee the Security Practices in Rhee's McDonalds

McDonalds Corporation assumed a duty to provide security practices to franchise owned restaurants, such as Kyung Rhee's.³ Mr. Webb, the regional security manager for the Baltimore-Washington Region of McDonalds Corporation, testified that his responsibility is to "[t]o work with franchisees, and corporate owned restaurants, along the lines of serving their needs as it relates to the business. Helping them providing training, recommendations, and things." Webb Dep. p. 30.

Nonetheless, according to its regional security manager, McDonalds Corporation does not "have policies and procedures along the lines of security that are imposed upon our franchisees, they're independent operators." Webb Dep. p. 22. Mr. Webb testified the goal of the policies and procedures in the Security Manual "is to prevent incidents from occurring." Webb Dep. 117. Mr. Webb stated that "as stipulated in the [Security Manual]. Obviously we believe we can do things to help prevent...reduce the risk. Webb Dep. 123. But McDonalds Corporation does not require Franchises to follow practices in the Security Manual, only its Corporate owned restaurants. Webb Dep. 117. Mr. Webb testified that it is possible that a franchise owner may not follow anything in the safety and security policy and McDonalds Corporation would not know. Webb Dep. at 86.

Mr. Webb testified there were about 105 McDonalds' "corporate owned restaurants that have defined security policies," in the Baltimore-Washington Region. Webb Dep. 118. Moreover, Mr. Webb testified there were "about 600 franchise owned restaurants," in the Baltimore Washington Region that have "no defined security policy." Webb Dep. p. 118-119. And "for those 600 franchise owned restaurants [Mr. Webb] as the regional security manager, do[es] not know what their security policies are." Webb Dep. p. 119.

Johnny Webb testified that he never had any communication with Kyung Rhee regarding security in his restaurants, he never communicated with any employee from one of Kyung Rhee's McDonalds restaurants, and that he does not know what Kyung Rhee's security policy is in the Restaurant. Webb Dep. pp. 70-71. Mr. Webb further testified that it's possible that a customer could die in a franchise owned restaurant in his region, and that he, as the regional security manager, would not have any information relating to that death. Webb Dep. p. 84.

Mr. Webb further testified that McDonalds Corporation's responsibility to franchise owned restaurants is "in the form of consultation, if they elect to – they recognize us as a resource for them to consult with." Webb Dep. 44. In the instance of Verizon Center and U Street McDonalds, "based on the area [of the restaurants], [McDonalds Corporation's

³ In response to a violent incident that appears to have occurred in a Baltimore franchise owned restaurant on April 23, 2011, McDonalds Corporation tweeted, "There's no room for violence under the Golden Arches, and our thoughts are with the victim. Action has been taken." Webb Dep. 90. Mr. Webb testified that he, as regional security manager for the Baltimore-Washington Region, did not "take any action," "because it's an independent franchise." Webb Dep. 94.

“consultant”] recommended to put some security” at the Verizon Center and U Street McDonalds. Garrido Dep. p 29. Mr. Garrido testified that those restaurants with the armed security guards have had no violent incidents or physical altercations occurring in their restaurant prior to September 2011. Garrido Dep. p 55-56

McDonalds Corporation’s failure to perform a consultation at Rhee’s McDonalds, to implement security practices in Rhee’s McDonalds, and to perform any oversight of Rhee’s McDonalds security practices was, to a reasonable degree of professional certainty, the direct and proximate cause of the assault on Patrick Casey on September 22, 2011.

CONCLUSION

Based upon the evidence reviewed to date, it is my preliminary opinion that the security procedures followed by the McDonalds Restaurant located at 1916 M Street NW, Washington, DC 2003 on September 23, 2011, were inadequate, fell below the National Standard of Care, and fell below Rhee’s McDonalds’ own security policy. It is my further opinion that McDonalds Corporation failed to provide appropriate training to managers to respond to situations such as this and failed to implement and oversee adequate security policies and measures at its franchise restaurants. Within a reasonable degree of professional certainty, the failures described in detail above resulted in the violent attack on Mr. Casey.

EXHIBIT A
DOCUMENTS REVIEWED

Materials Reviewed

Deposition Transcript of

Brian Giblin
Jason Ward
Justin Ruark
Kyung Rhee
Andy Liu
Damary Fuentes
Francisca Lainez
Sonia Santos
Johnny Webb
Vivian Warfield
Hector Garrido
Sall Abdoulaye
Divyne Apollon
Jeri Lynn Metcalf
Andrew Guild
David Lindsey
Connor Murphy
David Rosenzweig
Abasi-akan Ekpenyong

Amended Complaint

Answer of McDonalds Corporation
Answer of Kyung Rhee
Answer of Jason Ward
Answer of Brian Giblin
Affidavit of Max Podlone
Affidavit of Justin Ruark
Affidavit of Abasi-akan Ekpenyong
Affidavit of Jose Martinez
Letter of Brian Giblin (September 2, 2015)
Credit Card Receipts for Jason Ward, Brian Giblin, and Justin Ruark
Interrogatory Responses of McDonalds Corporation
Interrogatory Responses of Kyung Rhee
Interrogatory Responses of Jason Ward
Interrogatory Responses of Brian Giblin
McDonalds Security Manual
McDonalds Training SOC
McDonalds Web Portal Training
Metropolitan Police Criminal Investigative File
Crime Scene Photos
Radio Dispatch
Metropolitan Police Department Witness Interviews for Jeri Lynn Metcalf
Police Witness Interview of Max Podlone

Police Witness Interview of Brian Giblin

Police Witness Interview of Justin Ruark

Police Reports for crimes committed within 500 foot radius

Video of McDonalds altercation in August 2009

Video of McDonalds altercation on October 25, 2009

Video of McDonalds altercation on October 25, 2014

Surveillance Video of McDonalds on September 22, 2011

D.C. Council Report on Bill 17-201

EXHIBIT B
CV OF LANCE FOSTER

CURRICULUM VITAE

LANCE R. FOSTER, CPP, CSC

Security Associates, Inc.

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Tampa, FL 33606

813-254-3654

800-343-3654

813-251-2210 Fax

seccon@aol.com

www.seccon.com

CURRENT

1991-Present: Lance R. Foster, CPP (Certified Protection Professional), CSC (Certified Security Consultant) is the founder and chief executive of Security Associates, Inc. Security Associates, Inc. is non-product affiliated and provides security consulting services to commercial establishments and public institutions, and to law firms as a litigation consultant/expert witness in lawsuits alleging negligent/inadequate security. Services include:

Security Management Consultation

Litigation Avoidance Programs

Security Surveys (Physical & Procedural)

Litigation Consultation/Testimony

EMPLOYMENT HISTORY

Eight years: Vice President/Corporate Security Manager, Florida Federal Savings Bank, St. Petersburg, FL. Managed a 30-person department responsible for the protection of all corporate assets and 1700 employees dispersed statewide. This included providing physical security, investigative services and computer security. Wrote policies and procedures in compliance with federal regulations and industry standards. Conducted crime foreseeability analyses and site surveys for locations where customer and employee safety were concerns. Reduced check fraud losses 70% over a three-year period. Established the first data security program to include staffing and policy implementation.

Twelve years: Deputy Sheriff, Hillsborough County Sheriff's Office, Tampa, FL. Detective with assignments in burglary, auto theft and crimes against persons.

Four years: Intelligence Officer, U.S. Air Force. Trained in air intelligence and the collection of intelligence through the use of human resources.

Twenty-three years: U.S. Air Force Reserves (retired as a Lieutenant Colonel). Assignments in intelligence and nuclear, biological and chemical warfare defense. Recalled to active duty for Operation Desert Storm.

PROFESSIONAL CERTIFICATIONS

Board certified as a Protection Professional (CPP) from the American Society for Industrial Security and as a Certified Security Consultant (CSC) by the International Association of Professional Security Consultants.

EDUCATION & PROFESSIONAL TRAINING

Mr. Foster has a Bachelor of Science degree in Law Enforcement & Security from the University of Nebraska at Omaha and a Master's degree in Educational Administration from the University of Tampa. He has received extensive professional training in such subjects as financial institution security, physical security, security guard management, security and auditing, analytical investigations, risk assessments, and Crime Prevention Through Environmental Design.

PROFESSIONAL AFFILIATIONS

Current:

International Association of Professional Security Consultants (Past Board Member)
American Society for Industrial Security (Past Chapter Chairman)
American Society of Criminology

Past:

Financial Institutions Security Officers' Association (Past President)
Association of Certified Fraud Examiners
Crime Stoppers of West Central Florida (Past President)
Greater Tampa Chamber of Commerce Community Security Task Force (speaker)

TEACHING EXPERIENCE

Mr. Foster is a former adjunct instructor at the University of Tampa and Florida Metropolitan University in the Criminal Justice Programs teaching courses in Criminalistics, Criminology, Criminal Justice Management and Computer Fraud. He has extensive experience presenting training programs in several security-related topics.

PUBLICATIONS

Articles:

“The Minefield of Bank Security”, *Florida Banking*, 1992

“Don’t Let Fraud Eat From Within”, *Risk Management*, 1995

Chapters:

“Bank Security”, *Premises Security and Liability-A Comprehensive Guide From the Experts*, 1997

Best Practices:

Forensic Methodology-published by the International Association of Professional Security Consultants, 2000

PRESENTATIONS

January 1986-American Society for Industrial Security-Florida West Coast Chapter; Tampa, FL Subject-Bank Security

October 1987-Financial Institutions Security Officers’ Association; St. Petersburg, FL Subject-Check Kiting

March 1995-American Society for Industrial Security-Chapter seminar; Clearwater, FL Subject-Inadequate/Negligent Security Litigation

March 1995-America’s Community Bankers Annual Seminar; Philadelphia, PA Subjects-Cash Control and Morning Glory Robberies

April 1995-International Association of Professional Security Consultants Annual Conference, St. Petersburg Beach, FL Subject-Approach to Forensic Consulting

August 1997-Professional Education Systems, Inc. (continuing legal education for attorneys) Subject-The Role of the Security Expert

August 1999-Schutt, Humphries & Becker-Annual legal update for insurance claims adjusters and managers. Subject-The Security Expert

June 2001-Florida Liability Claims Conference-Annual conference for insurance defense attorneys and claims personnel. Subject-The Role of the Security Expert

August 2001-National Conference on Credit Union Fraud & Loss Prevention. Subject-Robbery (to include ATM and night depository customers and the potential for litigation)

March 2002-Roundtable Club (insurance claims personnel). Subject-The Selection and Use of Security Experts

March 2005-American Board of Trial Advocates-Masters in Trial Program. Served as an expert witness in a mock trial

August 2009-Jacksonville Association of Defense Counsel-The Security Expert

AREAS OF EXPERIENCE

Financial institutions
Apartments/condos
Parking facilities
Guard operations
Retail stores
Convenience stores
Office buildings
Educational institutions
Restaurants
Hotel/motels
Lighting
ATMs/night depositories
Bars/lounges
Malls
Truck stops
Highway rest areas
Racetracks
Mobile home parks
Casinos
Cruise ships
Special events (stadiums)
Museums
Security equipment
Hospitals

EXHIBIT C
LIST OF CASES

TRIALS

Note: This list is for approximately the last four years. The letter in parenthesis indicates the retaining party.

Date: May 2012

Case: A. R. Distributing v. Creative Coach (D)

Polk Co., FL

Judge:

Plaintiff's attorney: William S. Chambers, IV

Defendant's attorney: Nannette Piccolo

Date: February 2013

Case: Page v. Blue Diamond Dolls (P)

Pinellas Co., FL

Judge: Hessinger

Plaintiff's attorney: Adam Brum

Defendant's attorney: Paula Rousselle

Date: March 2014

Case: Sancomb v. The Back Door (D)

Louisville, KY

Plaintiff's attorney: Udell B. Levy

Defendants attorney: Robert J. Rosing

Date: June 2014

Case: Bank of America v. AMTECH Lighting (D)

Dade Co., FL

Judge: Zabel

Plaintiff's attorney: Barry Davis

Defendant's attorney: Eric Knuth

Date: September 2015

Case: Esposito v. Martins Properties, Inc. (D)

Hernando Co., FL

Plaintiff's attorney: Thomas Jerla

Defendant's attorney: Jonathan Zaifert

DEPOSITIONS

Retained: January 13, 2010
Montgomery v. Wachovia Bank
U.S. District Court-District of South Carolina-Columbia Division
Sterling G. Davies (D)
700 Gervais St.
Suite 300
Columbia, SC 29211
803-227-2235
Environment: Bank
Crime: False arrest

Retained: January 17, 2011
Spradley v. South Florida Baptist Hospital
Hillsborough Co., FL
Scott E. Zimmer (P)
2108 W. Kennedy Blvd.
Suite B
Tampa, FL 33606
813-250-6262
Environment: Hospital
Crime: Robbery

Retained: June 12, 2010
Ervin v. Parliament House
Orange Co., FL
Ryan J. Hayes (P)
20 N. Orange Ave.
16th Floor
Orlando, FL 32802
407-420-1414
Environment: Nightclub
Crime: Aggravated Battery

Retained: February 23, 2011
A. R. Distributing v. Creative Coach
Polk Co., FL
Nannette Piccolo (D)
1900 Summit Tower Blvd.
Suite 500
Orlando, FL 32810
407-659-0700
Environment: RV repair shop
Crime: Grand Theft

Retained: February 3, 2012
Christopher Dottore v. Hard Rock Hotel Holdings, LLC
Clark County, NV
David O. Creasy (P)
7674 W. Lake Mead Blvd.
Suite 108
Las Vegas, NV 89128
702-869-0800
Environment: Hotel/casino
Crime: Aggravated Battery

Retained: October 16, 2007
Page v. Blue Diamond Dolls
Pinellas Co., FL
Adam Brum (P)
201 N. Franklin St.
7th Floor
Tampa, FL 33602
813-223-5505
Environment: Gentlemen's Club
Crime: Aggravated Battery

Retained: March 7, 2012
Nichols v. MARTA
Fulton Co., GA
Edward Piasta (P)
563 Spring St. NW
Atlanta, GA 30308
404-814-3700
Environment: Rapid transit platform
Crime: Murder

Retained: September 13, 2012
Smith v. New Marianna Garden Apartments
Jackson Co., FL
Dennis Schutt (P)
2700-C University Blvd. West
Jacksonville, FL 32217
904-737-3737
Environment: Apartment
Crime: Murder

Retained: May 30, 2013
Martin v. Six Flags Over Georgia
Cobb Co., GA
Charles M. McDaniel (D)
191 Peachtree St. NE
Suite 3600
Atlanta, GA 30303
404-221-2206
Environment: Theme park
Crime: Aggravated battery

Retained: October 29, 2013
Chaberier v. Wal-Mart
Orange Co., FL
Jon L. Lambe (P)
P. O. Box 1907
Orlando, FL 32802
407-244-3340
Environment: Retail store
Incident: Excessive force

Retained: October 22, 2013
Bank of America v. AMTECH Lighting
Dade Co., FL
Eric J. Knuth (D)
1680 NE 135th St.
Miami, FL 33181
305-895-3035
Environment: Bank ATM
Crime: Murder

Retained: January 24, 2011
Terry v. Gargoyle Properties
Hillsborough County, FL
Morgan Streetman (P)
1906 N. Tampa St.
Tampa, FL 33602
813-227-8689
Environment: Apartment
Crime: Aggravated battery

Retained: November 19, 2013
Sancomb v. The Back Door
Jefferson Circuit Court, Louisville, KY
Robert J. Rosing (D)
104 Ridgeway Ave.
Louisville, KY 40257
502-749-8777
Environment: Bar/parking lot
Crime: Abduction/rape

Retained: November 2, 2014
Morris v. AJAL Management, Inc.
Joel L. Frick (P)
5626 Curry Ford Rd.
Orlando, FL 32822
407-377-0700
Environment: Hotel
Crime: Aggravated battery

Retained: December 31, 2013
Esposito v. Martins Properties, Inc.
Hernando Co., FL
Jonathan Zaifert (D)
109 N. Brush St.
Tampa, FL 33602
813-229-7007
Environment: Bowling alley/parking lot
Crime: Aggravated battery

Retained: May 6, 2014
Perez v. Consolidated American Services
Dade Co., FL
Jason Brenner (P)
330 Alhambra Cr.
Coral Gables, FL 33134
305-446-5700
Environment: Apartment
Crime: Aggravated battery

Retained: November 4, 2014
Johnson and Hendrix v. Lander University
Greenwood Co., SC
James W. Logan, Jr. (D)
1805 North Blvd.
Anderson, SC 29621
864-226-1910
Environment: College residential unit
Crime: Kidnapping, Criminal Sexual Conduct

Retained: January 23, 2015
Hill v. Snake Creek Landing
Dade Co., FL
Todd Michaels (P)
330 Alhambra Cr.
Coral Gables, FL 33134
305-446-5700
Environment: Apartment
Crime: Murder

Retained: July 30, 2015
Snell v. Misty Amber, L.P.
Fulton Co., GA
C. Shane Keith (D)
303 Peachtree St. NE
Suite 4000
Atlanta, GA 30308
404-614-7464
Environment: Senior living facility
Crime: Attempt murder

EXHIBIT D
FEE SCHEDULE

FEE SCHEDULE

Lance R. Foster, CPP, CSC
Security Associates, Inc.
619 Riviera Dr.
Tampa, FL 33606
813-254-3654

December 2014

Basic Fee - \$360 per hour. Includes investigation, research of professional material, counseling, trial and deposition preparation, and oral and written reports. This fee is portal-to-portal and includes all processing times and delays at airports. Travel outside the state of Florida will be billed at one half the basic fee, portal-to-portal.

Appearances - \$360 per hour (including stand-by) with a three-hour minimum. Estimated fee for professional services in preparation for testimony, testimony time and expenses will be paid in advance at the Consultant's discretion.

Deposition: \$360 per hour with a three-hour minimum, plus any appropriate travel fee and expenses, will be paid before the day of the deposition if requested by the Consultant. Should a scheduled deposition need to be cancelled by the party taking the deposition, the three-hour minimum will be paid to the Consultant unless the cancellation is at least two days prior to the date of the deposition.

Expenses - Actual expenses reasonably and necessarily incurred such as travel, subsistence, lodging, long distance telephone charges, professional support requirements, etc., are additional to the consulting fee and will be billed to the client at cost. Use of the Consultant's automobile will be billed at \$.50 per mile for out-of-town travel. Major expenses such as air travel, lodging, car rental, etc. will be payable in advance at the Consultant's discretion. All out-of-state air travel will be first-class.

Terms

- Advance, non-refundable retainer of **\$3,000**. That retainer will be billed against until exhausted at which time an additional **\$3,000** non-refundable amount will be paid to the Consultant before work resumes.
- Payment shall be made to Security Associates, Inc. (tax ID # 59-3079896)
- The retaining law firm will be responsible for all charges for services from the Consultant except the taking of the Consultant's deposition by the opposing party. These include the above-mentioned items plus time spent responding to requests for information/expert interrogatories from the opposing party, preparing for depositions, and preparing for trial/hearings/mediation.

EXHIBIT 10

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Letter of Captain Alexander White Patterson



DEPARTMENT OF THE ARMY
HEADQUARTERS AND HEADQUARTERS COMPANY
1ST BATTALION, 17TH INFANTRY REGIMENT
2ND BRIGADE (STRYKER BRIGADE COMBAT TEAM), 2ND INFANTRY DIVISION
JOINT BASE LEWIS MCCORD, WASHINGTON 98433-9500

29 September 2011

Mr. & Mrs Casey

Please let me express my deepest sympathies for your loss. I was Pat's platoon leader for much of the deployment. The time I spent with Pat grew into a deep level of friendship and respect. Being in charge of thirty men in combat can be very stressful. I was required to make tough decisions every day that meant the difference between life or death. I quickly realized Pat was someone I could count on, no matter what. He became my unofficial "advisor." When I was presented with complex challenges or choices I would pull Pat aside and we would have lengthy discussions. My biggest challenge was to anticipate the IED threat. Pat quickly became my counter-IED expert. Day after day he would lead the patrol with twice the ammunition, explosives, and humanitarian aid than that of the other soldiers. With a metal detector in hand, he cleared a safe path for our platoon to follow. He found multiple IEDs and enemy weapons caches, saving countless American and Afghan lives. You form a special bond when every day we would make eye contact before patrol, and the unspoken words were passed: will we make it back today? That stress takes a toll on a man, but Pat was like a rock, and he was for many a father they never had. I was proud to write him a recommendation letter for his graduate program. Proud to serve with him, proud to be his friend, and proud of his future. Pat was larger than life in every sense of the word. I hope ~~for~~ you find some comfort during the coming months knowing what a hero he truly was. I am at your service, ~~if~~ you need but call.

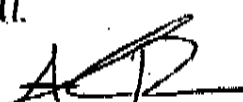

ALEXANDER WHITE PATTERSON
CPT, AR
Executive Officer
(970) 812-2111

EXHIBIT 11

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Photograph of Patrick Casey

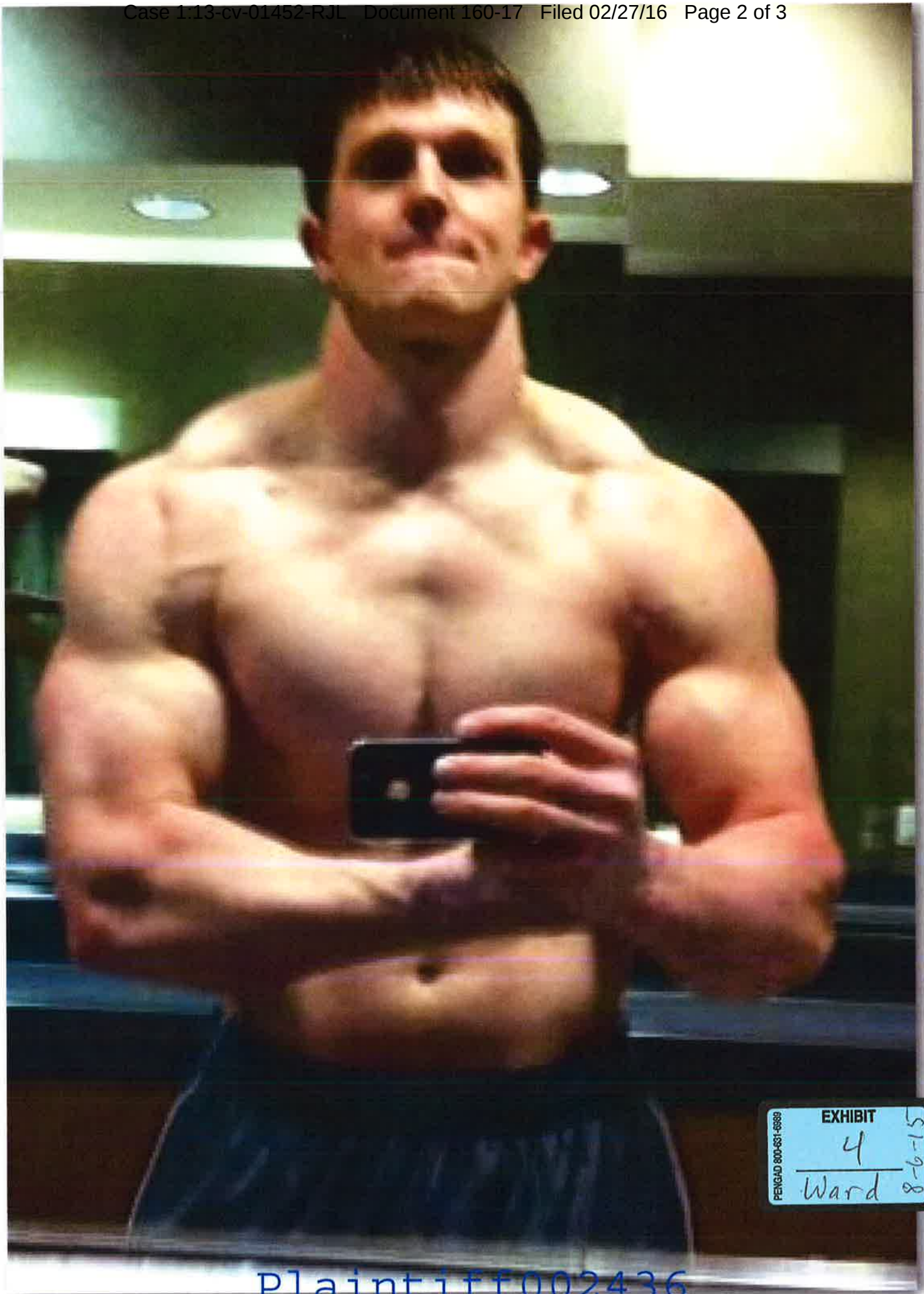


EXHIBIT 12

to

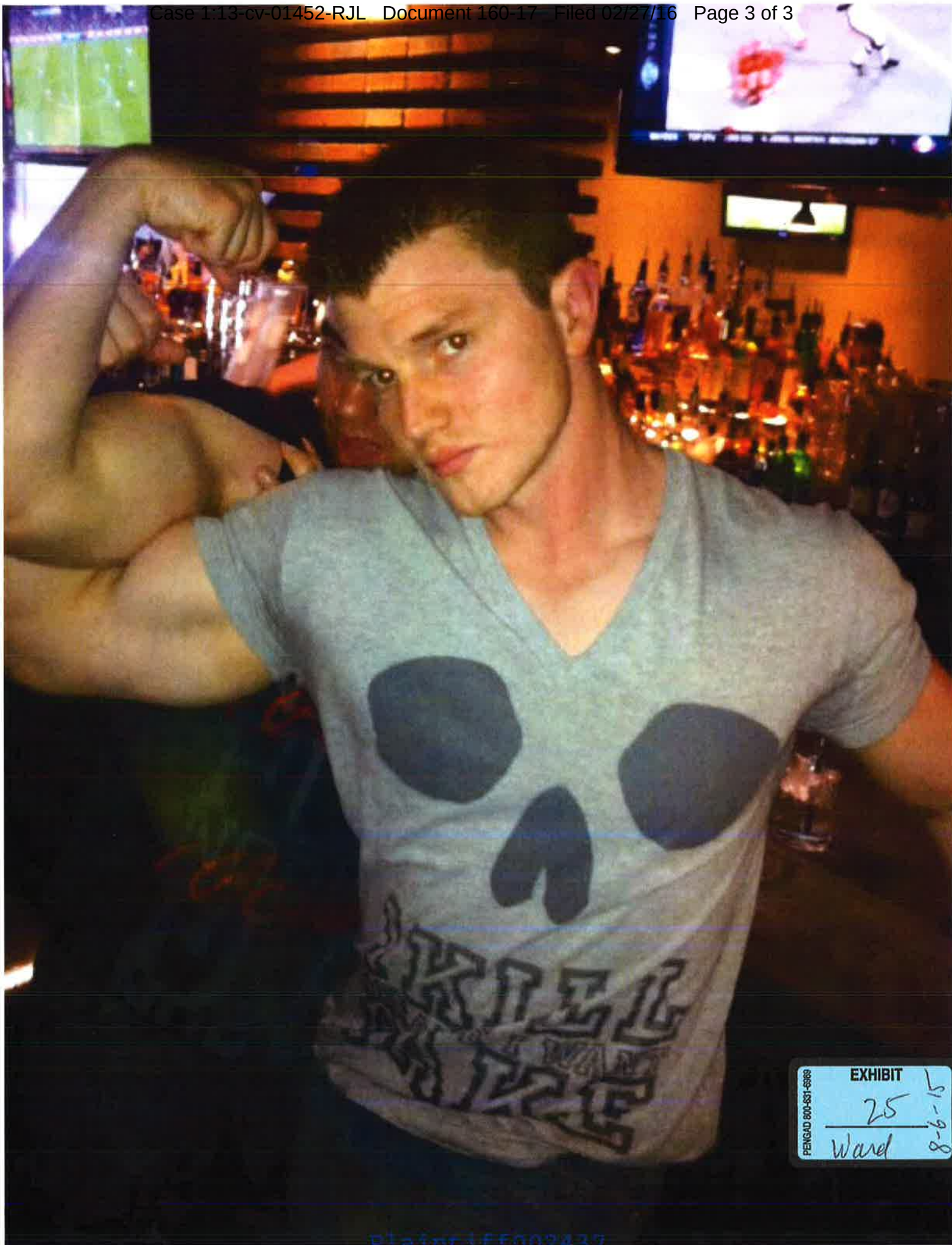
**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Photographs of Jason Ward



PENGAD 800-831-6868
EXHIBIT
4
Ward
8-6-15

Plaintiff002436



PENGAD 800-331-6969

EXHIBIT

25

Ward

5-6-15
8-6-15

Plaintiff002437

EXHIBIT 13

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Ward Credit Card Receipts

Welcome to the Clarendon Grill
ph.(703)524-7455
www.CGrill.com
clarendongrill@yahoo.com

Check 166	
WARD	
Server BAR3 B.	
Guests 1	9/22/2011 07:40pm
10 BUD LIGHT BOTTLE 1.50	15.00
2 MILLER LITE BT 1.50	3.00
Subtotal	18.00
TOTAL	18.00
VISA	-22.00
Tip	4.00
Acct. xxxxxxxxxxxx2941	
Approval 101332	
CHANGE DUE	0.00

1/2 PRICE WINE NIGHT EVERY TUESDAY AND
WEDNESDAY!! Ask Server For Details!
1/2 BURGER NIGHT EVERY WEDNESDAY.
THANK YOU.



Public Bar
1214 18th St NW
Washington DC 20036

240 Lindsey

Chk 4197	WARD	Gst 0
	Sep22'11 11:15PM	
5 Bombay Sapphire		50.00
Charge Tip \$		10.00
XXXXXXXXXXXX2941		
Visa		60.00
Subtotal		50.00
Service Chrg		10.00
Payment		60.00
-----240 Check Closed-----		
-----Sep22'11 11:28PM-----		

Plaintiff004056



Public Bar
1214 18th St NW
Washington DC 20036
Date: Sep22'11 11:27PM
Card Type: Visa
Acct #: XXXXXXXXXXXX2941
Trans Key: CIC004978829150
Exp Date: XX/XX
Auth Code: 183130
Check: 4197
Check ID: WARD
Server: 240 Lindsey

Subtotal: 50.00

Tip: 10.00

Total: 60.00

Signature

Jason W. 1
I agree to pay above total
according to my card issuer
agreement.

* * * * Merchant Copy * * * *

Plaintiff004057

EXHIBIT 14

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Credit Card Receipts from Camelot

CHECK # 1

(20)

BRAN
www.branrestaurant.com MADE IN

SERVE/COOKWISE
LEFT TO RIGHT
SERVER POSITION

Date: 09/23/2011
Table: 1
Guests: 2
Server: [Signature]
Card #: 5268830

APPT - SOUP/SAL - ENTREE - VEG/POT - DESSERT - BEV

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

58.00
5.85
64.35

Food
Beverage
Subtotal
Tax
Total

926

Thank You!

R A H OF WASHINGTON DC
1823 M ST NW
WASHINGTON, DC 20036

09/23/2011
Merchant ID: 000020001655138
Terminal ID: 02483490
4081013526

CREDIT CARD
AMEX SALE

CARD # XXXXXXXXXX1008
GUEST CHECK 0070
Batch #: 000408
SERVER 0032
Approval Code: 535573
Entry Method: Swiped
Approved: Offline

MISC/SERVICES \$64.35
TIP 15.65
TOTAL AMOUNT 80.00

I agree to pay above total amount according to card issuer agreement.
(Merchant Agreement if Credit Voucher)

BT GIBLIN

MERCHANT COPY

Plaintiff004070

CHECK # 1

2

1	49.00	7.50
2	Repad Floor	34.50
3	42.00	
4	Gun tone	850
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
Transfer to front		Total

926 926 CHOCOLATE www.nationalchecking.com MADE IN THE USA

665314105 www.nationalcheckings.com

Page 40

SERVE CLOCKWISE
 LEFT TO RIGHT
 SERVER POSITION

527451

PPT - SOUP/SAL	ENTREE	WEG/POT	DESSERT	BEV
22	6	15	527454	
Date	Table	Guests	Server	

09/23/2011 00:59:05
Merchant ID: 0000000016551388
Terminal ID: 02483490
4981013526

CREDIT CARD
AMEX SALE

XXXXXX:XXX1008

CARD #	XXXXXXXXXXXX1006
GUEST CHECK	
Batch #:	0054
SERVER	000408
Approval Code:	0019
Entry Method:	528283
Approved:	Swiped
	Offline

MIDSE/SERVICES

TIP

TOTAL AMOUNT:

3/95

I agree to pay above total amount
according to card issuer agreement.
(Merchant agreement if Credit Voucher)

X
Darin J. [Signature]

Thank You!

250

Subtotal

Tax

Total

926

3. 3. 5. COL. ALL PURPOSE SALES (11/88)
55311 F. GENERAL CREDIT FORMS ST. LOUIS 63045

PURCHASE SIGN HERE

70110105146347

RAH OF WASH DC

BRITAIN T CIBL IN

02/15

3767 917982 21008
UNPRINTED DATA ONLY ABOVE THIS LINE — DO NOT CIRCLE EXPIRATION DATE

DO NOT CIRCLE EXPIRATION DATE-

EXPIRATION

CHECKED

100

[illegible]**MERCHANT COPY**

Transfer to front		Total
18		
17		
16		
15		
14		
13		
12		
11		
10		
9		
8		
7		
6		
5		
4		
3		
2		
1		

CHECK #2


~~2013~~
~~16~~
~~91~~

EXHIBIT 15

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Photograph of McDonalds Awning

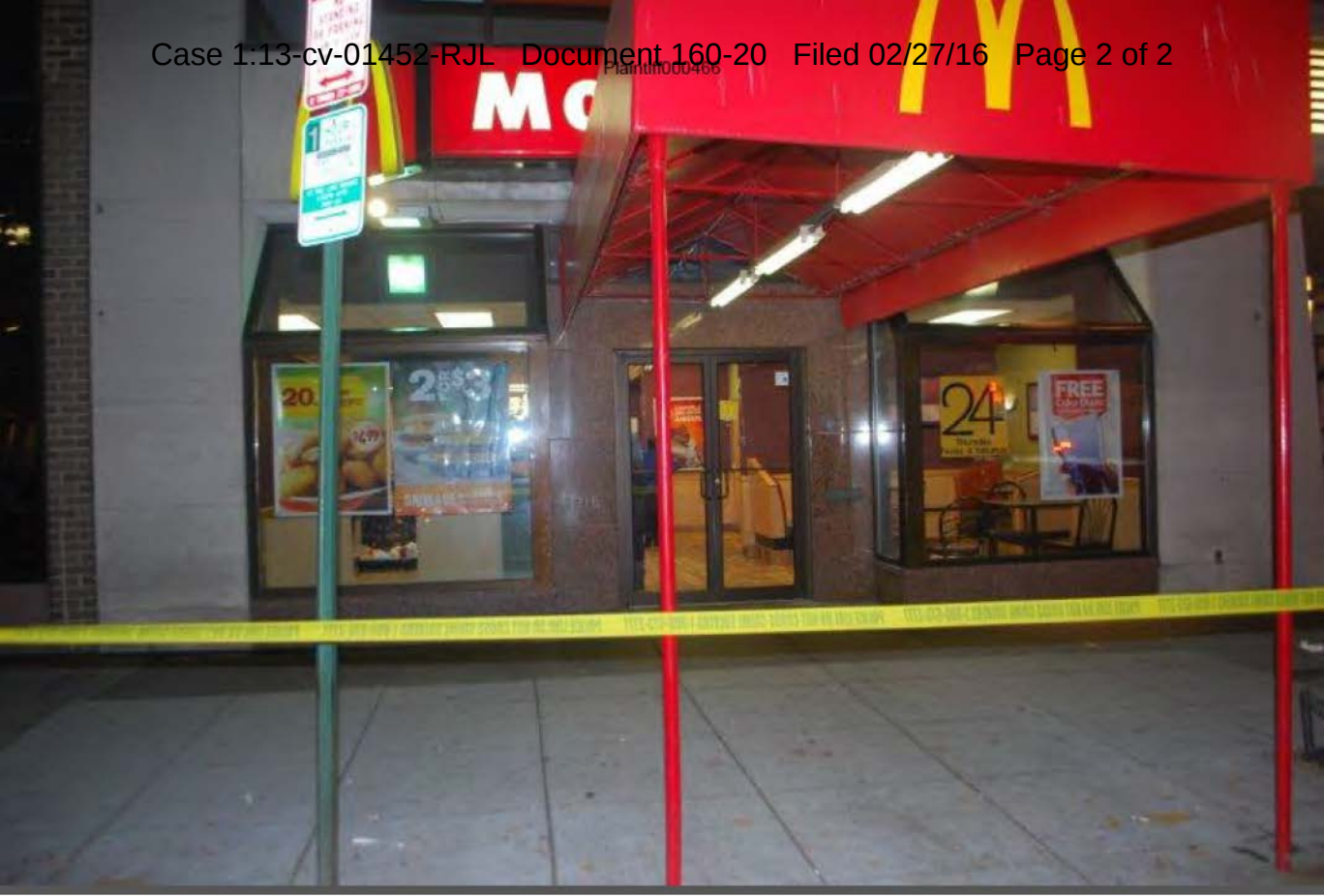


EXHIBIT 16

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

McDonalds Corporation Twitter Message

2/24/2015 McDonald's on Twitter: "There's no room for violence under the Golden Arches & our thoughts are with the victim. Action has been taken: http://...



Search Twitter



Have an account? Log in ▾



McDonald's ✓
@McDonaldsCorp

+ Follow

There's no room for violence under the Golden Arches & our thoughts are with the victim. Action has been taken:
<http://mcd.to/fMcjCr>



RETWEETS

9

FAVORITES

7



12:29 PM - 23 Apr 2011

Don't miss any updates from **McDonald's**

Full name

Email

.....

Sign up for Twitter

© 2015 Twitter About Help Ads info



2/24/2015 McDonald's on Twitter: "@wrpnwft First & foremost, our thoughts are w/ the victim during this time. There's no room for violence under the Gold..



Search Twitter



Have an account? Log in



Therese @wrpnwft · 23 Apr 2011

EXTREMELY GRAPHIC @McDonaldsCorp beating <http://bit.ly/eo4eDm> Only the cameraman has been fired. Please sign this> <http://tinyurl.com/>



McDonald's 
@McDonaldsCorp

+ Follow

@wrpnwft First & foremost, our thoughts are w/ the victim during this time. There's no room for violence under the Golden Arches.



FAVORITE

1



8:09 PM - 23 Apr 2011

Don't miss any updates from **McDonald's**

Full name

Email

Password

Sign up for Twitter

© 2015 Twitter About Help Ads info

2/24/2015 McDonald's on Twitter: "@sinspeak Incident in Baltimore is sad & reprehensible. There's no room 4 violence under the Golden Arches & our tho...



Search Twitter



Have an account? Log in ▾



McDonald's ✓
@McDonaldsCorp

+ Follow

@sinspeak Incident in Baltimore is sad & reprehensible. There's no room 4 violence under the Golden Arches & our thoughts are w/ the victim.



FAVORITE
1



8:12 PM - 23 Apr 2011

Don't miss any updates from **McDonald's**

Full name

Email

.....

Sign up for Twitter

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EXHIBIT 17

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

MPD Police Event Chronology

Event Chronology

Event Number: F110128116

Date	Time	Term	Operator	Action
09/23/11	02:37:40	c124	6793	<p>EVENT CREATED: DC, Cross Streets= 22ND ST NW / M ST NW, Phone Number= 609 458 5171 Agency= DCFEMS, Group= EMS, Beat= FIRE, Status= P, Priority= 1, ETA= 0, Hold Type= 0, Current= F, Open = T, Type Code= 31D02, SubType Code= IP Agency= DCFEMS, Group= EMS, Beat= FIRE, Status= A, Priority= 1, ETA= 0, Hold Type= 0, Primary Unit= E01, Primary Member= 109101, Current= F, Open = T, Type Code= 31D02 - UPSN - EFFECTIVE BREATHING, SubType Code= IP - IN PROGRESS Agency= MPD, Group= 2D, Beat= 208, Status= P, Priority= 1, ETA= 0, Hold Type= 0, Current= F, Open = T, Type Code= UPSN - UNCONSCIOUS PERSON, SubType Code= IP - IN PROGRESS EVENT COMMENT= :There is a single patient. :ECHO was not selected from Case Entry. :The caller is with the patient. MALE HIT HIS HEAD Number of patients: 1 Age: 30 Years Gender: Male Conscious: No Breathing: Yes :His breathing is not completely normal. :The caller is unable to assess the patient's breathing status. :He is still unconscious. Response text: Delta</p>
09/23/11	02:37:41	ucccad-dbl	6793	EVENT COMMENT= ** LOI search completed at 09/23/11 02:37:41
09/23/11	02:37:55	d124	202626	<p>Unit= E01, Status= DP, Comment= Status change via I/Tracker Auto Arrive/, Location= 22ND ST NW/M ST NW DC, Employee= 109101 EVENT COMMENT= ** Recommended unit E01 for requirement ENGINE(0) or TRUCK(0) or BASIC LIFE SUPPRT(0) (0.3 mi) ** Recommended unit M05 for requirement N(ML1A) (1.5 mi) ** Recommended unit E09P for requirement N(ML1A) (1.1 mi) ** Recommended unit A01 for requirement N(ML1A) (0.3 mi)</p>
09/23/11	02:37:56	d124	202626	<p>Unit= M05, Status= DP, Comment= Status change via I/Tracker Auto Arrive/, Location= 22ND ST NW/M ST NW DC, Employee= 108105</p>
09/23/11	02:38:10	c124	6793	EVENT COMMENT= :PDI given
09/23/11	02:38:21	c124	6793	<p>EVENT UPDATED: DC, Cross Streets= 22ND ST NW / M ST NW, Name= M/CALLER, Phone Number= 609 458 5171 Agency= MPD, Group= 2D, Beat= 208, Status= A, Priority= 1, ETA= 0, Hold Type= 0, Current= F, Open = T, Type Code= UPSN - UNCONSCIOUS PERSON, SubType Code= IP - IN PROGRESS EVENT COMMENT= CALLER STATES POLICE ON THE SCENE CALLER H/U Unit= M05, Status= ER, Location= 22ND ST NW/M ST NW DC, Employee= 108105 Unit= E01, Status= ER, Location= 22ND ST NW/M ST NW DC, Employee= 109101 Unit= E01, Status= AR, Comment= Status change via I/Tracker Auto Arrive/Enroute, Location= 22ND ST NW/M ST NW DC, Employee= 109101</p>
09/23/11	02:42:35	d122	6708	EVENT COMMENT= This record created by the CADAVU (Address Verification Utility) program.
09/23/11	02:42:36	d122	6708	<p>EVENT UPDATED: Location= 1900 M ST NW DC, BLOCK : @MERITOR SAVINGS (#2), Cross Streets= 19TH ST NW / 20TH ST NW, Name= M/CALLER, Phone Number= 609 458 5171 EVENT COMMENT= ** Event Location changed from "22ND ST NW/M ST NW DC" to "1900 M ST NW DC,BLOCK: @MERITOR SAVINGS (#2)" at: 09/23/11 02:42:36 ** >>>> by: GERALD BERRY on terminal: d122</p>
09/23/11	02:42:37	d122	6708	<p>Agency= DCFEMS, Group= EMS, Beat= FIRE, Status= A, Priority= 1, ETA= 0, Hold Type= 0, Primary Unit= E01, Primary Member= 109101, Current= F, Open = T, Type Code= 31D02 - UPSN - EFFECTIVE BREATHING, SubType Code= IP - IN PROGRESS EVENT COMMENT= ** LOI search completed at 09/23/11 02:42:37 CROSS REFERENCED TO EVENT= I20110495936 CROSS REFERENCED TO EVENT= F110128117 EVENT COMMENT= Duplicate Event:Location = 1916 M ST NW DC, Cross Street 1 = 19TH ST NW, Cross Street 2 = 20TH ST NW, Type = 31D00 UPSN- OVERRIDE, Subtype = default, Call Source = OFFICER, Alarm Level = 0 Field Event ** LOI search completed at 09/23/11 02:42:41</p>
09/23/11	02:42:37	ucccad-dbl	6708	
09/23/11	02:42:41	d109	1459	
09/23/11	02:44:10	d124	202626	

10/3/2011 9:57:45 AM

Event Chronology
 Plaintiff003995

Page 1

Date	Time	Term	Operator	Action
------	------	------	----------	--------

** LOI search completed at 09/23/11 02:40:43
 MALE IS UNCON/BLEEDING FROM THE NOSE
 ** Cross Referenced to Event # 120110495936 at: 09/23/11 02:42:41
 ** >>>> by: JOYCE M. HALL on terminal: d109
 NEED AN AMBULANCE FOR A MALE UNCONS/BREATHING AND BLEEDING FROM THE NOSE, MPD

2085 IS ON THE SCENE

** Event Type changed from EMS to 31D00 at: 09/23/11 02:43:39

** >>>> by: SHIRAYNE M. THOMPSON on terminal: d124

Same event

End of Duplicate Event data

** Cross Referenced to Event # F110128117 at: 09/23/11 02:44:10

** >>>> by: SHIRAYNE M. THOMPSON on terminal: d124

09/23/11 02:46:39 d109 1459

Agency= MPD, Group= 2D, Beat= 208, Status= P, Priority= 1, ETA= 0, Hold Type= 0, Current= F, Open = T, Type Code= UPSN - UNCONSCIOUS PERSON, SubType Code= IP - IN PROGRESS

Agency= MPD, Group= 2D, Beat= 208, Status= H, Priority= 1, ETA= 0, Hold Type= 1, Hold Unit= 2081X, Current= F, Open = T, Type Code= UPSN - UNCONSCIOUS PERSON, SubType Code= IP

- IN PROGRESS

EVENT COMMENT= ** Event held for 1 minutes and unit 2081X

09/23/11 02:46:40 d109 1459

Agency= MPD, Group= 2D, Beat= 208, Status= C, Priority= 1, ETA= 0, Hold Type= 1, Hold Unit= 2081X, Cancel Comment= Duplicate and Cancel, Primary Member= 0, Current= T, Open = F, Type Code= UPSN - UNCONSCIOUS PERSON, SubType Code= IP - IN PROGRESS

EVENT CLOSED:

09/23/11 02:49:19 ucccad-ops-160f

Unit= M05, Status= -, Location= 22ND ST NW/M ST NW DC, Employee= 108105

09/23/11 02:50:06 UCCCAD-MC031LE1

Unit= M05, Status= AR, Comment= Status change via I/Tracker Auto Arrive/Enroute, Location= 1900 M ST NW DC, BLOCK: @MERITOR SAVINGS (#2), Employee= 108105

09/23/11 02:50:34 \$M05 108105

Unit= M05, Status= AR, Location= 1900 M ST NW DC, BLOCK: @MERITOR SAVINGS (#2), Employee= 108105

09/23/11 03:00:53 \$E01 109101

Unit= E01, Status= TR, Location= 901 23RD ST NW DC: @H08, Employee= 109101
 EVENT COMMENT= TRANSPORTING TO: GEORGE WASHINGTON UNIVERSITY HOSPITAL

09/23/11 03:06:20 UCCCAD-MC031LE1

Unit= E01, Status= TA, Comment= Status change via I/Tracker Auto Arrive/Enroute, Location= 901 23RD ST NW DC: @H08, Employee= 109101

09/23/11 03:19:45 \$E01 109101

Unit= E01, Status= AM, Employee= 109101

09/23/11 03:21:47 d126 101189

Unit= M05, Status= TR, Location= 901 23RD ST NW DC: @H08 - GEORGE WASHINGTON UNIVERSITY

HOSPITAL, Employee= 108105

09/23/11 03:21:47 ucccad-dbl 101189

EVENT COMMENT= ** LOI search completed at 09/23/11 03:21:47

09/23/11 03:36:49 ucccad-ops-160f

Unit= M05, Status= -, Location= 901 23RD ST NW DC: @H08 - GEORGE WASHINGTON UNIVERSITY

HOSPITAL, Employee= 108105

09/23/11 03:39:00 d121 204425

Unit= M05, Status= CU, Comment= Alarm Timer Extended: 0, Location= 901 23RD ST NW DC: @H08 - GEORGE WASHINGTON UNIVERSITY HOSPITAL, Employee= 108105

09/23/11 04:10:57 \$M05 108105

Agency= DCFEMS, Group= EMS, Beat= FIRE, Status= A, Priority= 1, ETA= 0, Hold Type= 0, Primary Unit= E01, Primary Member= 109101, Current= T, Open = F, Type Code= 31D02 - UPSN - EFFECTIVE BREATHING, SubType Code= IP - IN PROGRESS

EVENT CLOSED:

Unit= M05, Status= AM, Location= ENGINE 5, Employee= 108105

EXHIBIT 18

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

MPD Incident Reports

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Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 09161360

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 11/10/2009 / 1557	EVENT END DATE / TIME	DATE OF REPORT 11/10/2009	TIME OF REPORT 1700	
DISTRICT 2D	SECTOR 0	PSA 208	COMPLAINT NUMBER 09161360		
EVENT LOCATION ADDRESS 1916 M ST NW	POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE	
EVENT NO. 1 SIMPLE ASSAULT					
FORCED ENTRY NO	POINT OF ENTRY DOOR	Method Used	WEATHER CONDITIONS CLEAR		
SUSPECTED HATE CRIME?	SECURITY SYSTEM CAMERA	LOCATION TYPE RESTAURANT	DESIGNATED AREAS CUSTOMER AREA		
PART II - VICTIM INFORMATION					
1					

PART III - WITNESS**INJURIES Use the following codes to describe injuries.**

N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth
 L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious

	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	M	APPARENT MINOR INJURY				

PART V - VEHICLE INFORMATION

Code	Year	Make	Model	Color	Body
------	------	------	-------	-------	------

PART VI - SUSPECT INFORMATION

1

WEAPONS USED IN OFFENSE

FIREARM	OTHER PERSONAL WEAPONS (HANDS, ETC.)	COLOR	MAKE	MODEL	CALIBER
---------	---	-------	------	-------	---------

PART VII - MISSING PERSON(S)**NARRATIVE Describe event and action taken.**

C-1 REPORTS WHILE STANDING IN LINE AT THE LISTED LOCATION, S-1 WALKED UP TO HIM AND PUNCHED HIM IN THE RIGHT EYE. S-1 THEN FLED IN AN UNKNOWN DIRECTION.

PD252 Non-Public Narrative

NARRATIVE: S-1'S ASSAULT ON C-1 WAS UNPROVOKED. THE CAMERA LOCATED IN THE RESTAURANT COULD REVEAL A BETTER LOOKOUT. THE STORE MANAGER WAS UNABLE TO REVIEW THE RECORDING AT THE TIME OF THIS INVESTIGATION. C-1 WAS UPSET AND REFUSED TO REMAIN ON THE SCENE FOR PHOTOGRAPHS TO BE TAKEN.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE BROWN, ARTHUR E	REPORTING OFFICER'S EMAIL ARTHURE.BROWN@DC.GOV	BADGE NUMBER 4284	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR ANTOINE, LENNOX R	SUPERVISOR'S EMAIL lennox.antoine@dc.gov	BADGE NUMBER S0463	ELEMENT 2D	REVIEWER	STATUS OPEN

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Public MPD Document

Metropolitan Police
Department Washington,
D.C.

Incident - Based Event Report



REPORT NUMBER: 09161360

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT Offense	EVENT START DATE / TIME 11/10/2009 / 1557	EVENT END DATE / TIME	DATE OF REPORT 11/10/2009	TIME OF REPORT 1700	
DISTRICT 2D	SECTOR 0	PSA 208	COMPLAINT NUMBER 09161360		
EVENT LOCATION ADDRESS 1916 M ST NW	POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE	
EVENT NO. 1 SIMPLE ASSAULT					
FORCED ENTRY NO	POINT OF ENTRY DOOR	Method Used	WEATHER CONDITIONS CLEAR		
SUSPECTED HATE CRIME?	SECURITY SYSTEM CAMERA	LOCATION TYPE RESTAURANT	DESIGNATED AREAS CUSTOMER AREA		

PART II - VICTIM INFORMATION

1							
---	--	--	--	--	--	--	--

INJURIES Use the following codes to describe injuries.

N = None Visible	O=Other Major Injury	M = Apparent Minor Injury	I = Possible Internal Injury	T = Loss of Teeth			
T = Loss of Teeth	B = Apparent Broken Bones	G = Gunshot	U = Unconscious				
INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1 COMPLAINANT	1	M	APPARENT MINOR INJURY				

PART V - SUSPECT INFORMATION

1

NARRATIVE Describe event and action taken.

C-1 REPORTS WHILE STANDING IN LINE AT THE LISTED LOCATION, S-1 WALKED UP TO HIM AND PUNCHED HIM IN THE RIGHT EYE. S-1 THEN FLED IN AN UNKNOWN DIRECTION.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE BROWN, ARTHUR E	REPORTING OFFICER'S EMAIL ARTHURE.BROWN@DC.GOV	BADGE NUMBER 4284	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR ANTOINE, LENNOX R	SUPERVISOR'S EMAIL lennox.antoine@dc.gov	BADGE NUMBER S0463	ELEMENT 2D	REVIEWER	STATUS OPEN

Case No. :09161360

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252, PD252B

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MPD INTERNAL Document: Not For Public Distribution

Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 10010717

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 01/24/2010 / 0235		EVENT END DATE / TIME	DATE OF REPORT 01/24/2010	TIME OF REPORT 0407
DISTRICT 2D	SECTOR		PSA 208	COMPLAINT NUMBER 10010717	
EVENT LOCATION ADDRESS 1904 M ST NW		POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE
EVENT NO. 1 ASSAULT WITH SIGNIFICANT BODILY INJURY					
EVENT NO. 2 SIMPLE ASSAULT					
EVENT NO. 3 ABC VIOLATION OR INCIDENT					
FORCED ENTRY NO	POINT OF ENTRY		Method Used	WEATHER CONDITIONS CLEAR	
SUSPECTED HATE CRIME?		SECURITY SYSTEM GUARD	LOCATION TYPE BAR/NIGHT CLUB	DESIGNATED AREAS CUSTOMER AREA	
PART II - VICTIM INFORMATION					
1					
2					

PART III - WITNESS**INJURIES Use the following codes to describe injuries.**

N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth
 L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious

	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	L	SEVERE LACERATION				

PART V - VEHICLE INFORMATION

Code	Year	Make	Model	Color	Body
------	------	------	-------	-------	------

PART VI - SUSPECT INFORMATION

1	
---	--

NARRATIVE Describe event and action taken.

C-1 REPORTS THAT S-1 HAD GROPED HIS GIRLFRIEND WHILE AT THE LISTED LOCATION. C-1 TURNED TO ADDRESS S-1 FOR THE TOUCHING HIS GIRLFRIEND, WHEN S-1, WITHOUT WARNING OR PROVOCATION HEAD-BUTTED C-1 IN THE FACE, CAUSING THE LISTED INJURIES. S-1 FLED OUT OF THE FRONT DOOR OF THE ESTABLISHMENT. [REDACTED] TREATED C-1 WHO WAS RELEASED. 202-444-2199 NOTIFICATIONS WERE MADE TO THE FOLLOWING: LT. HOYLE (2D WATCH COMMANDER), SGT. FINKLEMAN (CR.2080), SGT.PRINCE (5D OFFICIAL) AND SGT. GRACE (CIC). OFC. HANDY RESPONDED FOR PHOTOGRAPHS. THIS EVENT TOOK PLACE INSIDE OF RUMORS RESTAURANT BY THE FRONT BAR. M.O.D. PAUL WAS WORKING AT THE TIME. ABC LICENSE #26069. 202-466-7378. ABRA INCIDENT RPT.

PD252 Non-Public Narrative

INVESTIGATOR NOTIFIED: TABRON, KEITH

NARRATIVE: RUMORS RESTAURANT HAS A CAMERA THAT MAY HAVE WITNESSED THE ENTIRE EVENT. MANAGER PAUL OF THE ESTABLISHMENT STATED THAT THEY CAN ACCESS THE VIDEO FOR THE NEXT SIX DAYS. 202-466-7378

EVIDENCE TECHNICIAN/CSSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE EDWARDS, RONALD L	REPORTING OFFICER'S EMAIL	BADGE NUMBER 2913	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR GEER, JONATHAN M	SUPERVISOR'S EMAIL	BADGE NUMBER S0453	ELEMENT 2D	REVIEWER	STATUS OPEN

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Public MPD Document

Metropolitan Police
Department Washington,
D.C.

Incident - Based Event Report



REPORT NUMBER: 10010717

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT	EVENT START DATE / TIME	EVENT END DATE / TIME	DATE OF REPORT	TIME OF REPORT	
Offense	01/24/2010 / 0235		01/24/2010	0407	
DISTRICT	SECTOR	PSA	COMPLAINT NUMBER		
2D		208	10010717		
EVENT LOCATION ADDRESS	POSITION	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE	
1904 M ST NW	INSIDE OF			PRIVATE	
EVENT NO. 1	ASSAULT WITH SIGNIFICANT BODILY INJURY				
EVENT NO. 2	SIMPLE ASSAULT				
EVENT NO. 3	ABC VIOLATION OR INCIDENT				
FORCED ENTRY	POINT OF ENTRY	Method Used	WEATHER CONDITIONS		
NO			CLEAR		
SUSPECTED HATE CRIME?	SECURITY SYSTEM	LOCATION TYPE	DESIGNATED AREAS		
	GUARD	BAR/NIGHT CLUB	CUSTOMER AREA		

PART II - VICTIM INFORMATION

1							
2							

INJURIES Use the following codes to describe injuries.

N = None Visible	O=Other Major Injury	M = Apparent Minor Injury	I = Possible Internal Injury	T = Loss of Teeth			
T = Loss of Teeth	B = Apparent Broken Bones	G = Gunshot	U = Unconscious				
INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1 COMPLAINANT	1	L	SEVERE LACERATION				

Plaintiff004081

PART V - SUSPECT INFORMATION

1

NARRATIVE Describe event and action taken.

C-1 REPORTS THAT S-1 HAD GROPED HIS GIRLFRIEND WHILE AT THE LISTED LOCATION. C-1 TURNED TO ADDRESS S-1 FOR THE TOUCHING HIS GIRLFRIEND, WHEN S-1, WITHOUT WARNING OR PROVOCATION HEAD-BUTTED C-1 IN THE FACE, CAUSING THE LISTED INJURIES. S-1 FLED OUT OF THE FRONT DOOR OF THE ESTABLISHMENT. [REDACTED] TREATED C-1 WHO WAS RELEASED. 202-444-2199 NOTIFICATIONS WERE MADE TO THE FOLLOWING: LT. HOYLE (2D WATCH COMMANDER), SGT. FINKLEMAN (CR.2080), SGT.PRINCE (5D OFFICIAL) AND SGT. GRACE (CIC). OFC. HANDY RESPONDED FOR PHOTOGRAPHS. THIS EVENT TOOK PLACE INSIDE OF RUMORS RESTAURANT BY THE FRONT BAR. M.O.D. PAUL WAS WORKING AT THE TIME. ABC LICENSE #26069. 202-466-7378. ABRA INCIDENT RPT.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE EDWARDS, RONALD L	REPORTING OFFICER'S EMAIL	BADGE NUMBER 2913	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR GEER, JONATHAN M	SUPERVISOR'S EMAIL	BADGE NUMBER S0453	ELEMENT 2D	REVIEWER	STATUS OPEN

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

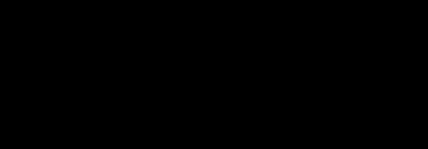
ADDITIONAL INFORMATION	DISTRICT 2D	BEAT 208	RA	ORIGINAL CLASSIFICATION ABC VIOLATION OR INCIDENT, ASSAULT WITH SIGNIFICANT BODILY INJURY, SIMPLE ASSAULT	COMPLAINT NUMBER 10010717
	DATE OF THIS REPORT 01/31/2010			REPORTING ELEM. CID	CLASSIFICATION OF REPORT CHANGED TO:
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT. 01/24/2010 / 0407		EVENT LOCATION 1904 M ST NW	PROPERTY TYPE PRIVATE
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	CUSTOMER AREA				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS					
Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A					
A	IS THERE A WITNESS?	YES	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
WACIIS SUPP #: 2DDU10-242/1 BRIEF DESCRIPTION: FELONY ASSAULT SOURCE OF INFO: C-1 NARRATIVE TEXT: ON 01-31-10, I MET WITH THE MANAGER PAUL FROM "RUMORS". HE STATED HE AND C-1 VIEWED THE SURVEILLANCE CD. THE CAMERA DOES NOT SHOW C-1'S FACE.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION			SUPERVISOR'S RECOMMENDATION		
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	2913	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT 2D	BEAT 208	RA	ORIGINAL CLASSIFICATION ABC VIOLATION OR INCIDENT, ASSAULT WITH SIGNIFICANT BODILY INJURY, SIMPLE ASSAULT	COMPLAINT NUMBER 10010717
	DATE OF THIS REPORT 02/03/2010			REPORTING ELEM. CID	CLASSIFICATION OF REPORT CHANGED TO:
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT. 01/24/2010 / 0407		EVENT LOCATION 1904 M ST NW	PROPERTY TYPE PRIVATE
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	CUSTOMER AREA				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS	Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A				
A	IS THERE A WITNESS?	YES	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:		Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.			
WACIIS SUPP #: 2DDU10-242/2 BRIEF DESCRIPTION: FELONY ASSAULT SOURCE OF INFO: C-1 NARRATIVE TEXT: ON 02-03-10, I WENT TO "RUMORS" TO RETRIEVE THE CD. THE BAR WAS CLOSED. ON 02-03-10, A MESSAGE WAS LEFT FOR C-1. DUE TO THE QUALITY AND ANGLE OF THE SURVEILLANCE CAMERAS, YOU CAN ONLY SEE THE BACK OF THE SUSPECT WHICH WAS NOT CLEAR.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	SOLVABILITY CLASSIFICATION
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	2913	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

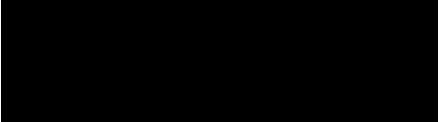
ADDITIONAL INFORMATION	DISTRICT 2D	BEAT 208	RA	ORIGINAL CLASSIFICATION ABC VIOLATION OR INCIDENT, ASSAULT WITH SIGNIFICANT BODILY INJURY, SIMPLE ASSAULT	COMPLAINT NUMBER 10010717
	DATE OF THIS REPORT 02/05/2010			REPORTING ELEM. CID	CLASSIFICATION OF REPORT CHANGED TO:
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT. 01/24/2010 / 0407		EVENT LOCATION 1904 M ST NW	PROPERTY TYPE PRIVATE
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	CUSTOMER AREA				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	YES	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
<p>WACIIS SUPP #: 2DDU10-242/3</p> <p>BRIEF DESCRIPTION: FELONY ASSAULT</p> <p>SOURCE OF INFO: C-1</p> <p>NARRATIVE TEXT: ON 02-05-10, W-1 WAS INTERVIEWED. W-1 STATED WHEN SHE LEFT THE BATHROOM, SOMEONE FROM A GROUP TOUCHED HER "BUTT". W-1 TURNED TO THE GROUP AND ASKED "WHAT DID YOU DO". C-1 WENT TO S-1 AND ASKED "WHAT ARE YOU DOING". S-1 THEN HEADBUTTED C-1. BLOOD STARTED COMING DOWN HIS FACE. SOME PEOPLE GRABBED C-1. W-1 SAID THAT S-1 WAS SENT OUT THE BAR.</p> <p>W-1 DESCRIBED S-1 AS AN INDIAN MALE, 25-30, 5'9", DARK SKIN, MEDIUM BUILD (FIT) AND SHORT BLACK HAIR. W-1 STATED THIS OFFENSE OCCURRED BY THE LOWER BAR BY THE FRONT DOOR.</p>					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	2913	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT 2D	BEAT 208	RA	ORIGINAL CLASSIFICATION ABC VIOLATION OR INCIDENT, ASSAULT WITH SIGNIFICANT BODILY INJURY, SIMPLE ASSAULT	COMPLAINT NUMBER 10010717
	DATE OF THIS REPORT 02/21/2010			REPORTING ELEM. CID	CLASSIFICATION OF REPORT CHANGED TO:
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT. 01/24/2010 / 0407		EVENT LOCATION 1904 M ST NW	PROPERTY TYPE PRIVATE
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	CUSTOMER AREA				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	YES	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:		Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.					
<p>WACIIS SUPP #: 2DDU10-242/4</p> <p>BRIEF DESCRIPTION: FELONY ASSAULT</p> <p>SOURCE OF INFO: C-1</p> <p>NARRATIVE TEXT: ON 02-21-10, C-1 WAS CONTACTED AND INTERVIEWED. C-1 STATED HE DID NOT KNOW S-1. S-1 WAS POSSIBLY AN INDIAN MALE, DARK COMPLEXION WITH A BIG NOISE AND POINTY EARS. S-1 WAS ALSO WEARING A PURPLE SHIRT.</p> <p>C-1 WAS INFORMED ABOUT THE 911 SECOND SIGHTING PROCEDURE.</p> <p>THERE ARE NO FURTHER LEADS IN THIS CASE. THIS CASE SHOULD BE SUSPENDED UNTIL FURTHER LEADS DEVELOPE.</p>							
STATUS		TELETYPE NO.		SOLVABILITY RATING		SOLVABILITY CLASSIFICATION	
OPEN							
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION			
SUSPENDED							
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE		BADGE	ELEM	
	2913	2D			D21398	CID	
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER				
SUPERVISOR	BADGE	ELEM	REVIEWER				

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT 2D	BEAT 208	RA	ORIGINAL CLASSIFICATION ABC VIOLATION OR INCIDENT, ASSAULT WITH SIGNIFICANT BODILY INJURY, SIMPLE ASSAULT	COMPLAINT NUMBER 10010717
	DATE OF THIS REPORT 02/27/2010			REPORTING ELEM. CID	CLASSIFICATION OF REPORT CHANGED TO:
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT. 01/24/2010 / 0407		EVENT LOCATION 1904 M ST NW	PROPERTY TYPE PRIVATE
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	CUSTOMER AREA				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	YES	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:		Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.					
WACIIS SUPP #: 2DDU10-242/5 BRIEF DESCRIPTION: FELONY ASSAULT SOURCE OF INFO: C-1 NARRATIVE TEXT: ON 02-27-10, I WENT TO "RUMORS" AND MET WITH THE MANAGER "PAUL". HE STATED HE GAVE THE SURVEILLANCE CD TO THE ABRA INVESTIGATOR DONNELL BUTLER.							
STATUS		TELETYPE NO.		SOLVABILITY RATING		SOLVABILITY CLASSIFICATION	
OPEN							
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION			
SUSPENDED							
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM		
	2913	2D		D21398	CID		
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER				
SUPERVISOR	BADGE	ELEM	REVIEWER				

Case No. :10010717

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252B

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MPD INTERNAL Document: Not For Public Distribution

Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 10070990

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 05/24/2010 / 0240	EVENT END DATE / TIME 05/24/2010 / 0243	DATE OF REPORT 05/24/2010	TIME OF REPORT 0243	
DISTRICT 2D	SECTOR	PSA 208	COMPLAINT NUMBER 10070990		
EVENT LOCATION ADDRESS 1825 M ST NW	POSITION IN FRONT OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PUBLIC	
EVENT NO. 1 ADW OTHER DANGEROUS WEAPON					
FORCED ENTRY NO	POINT OF ENTRY	Method Used	WEATHER CONDITIONS CLEAR		
SUSPECTED HATE CRIME?	SECURITY SYSTEM OTHER	LOCATION TYPE SIDEWALK	DESIGNATED AREAS OTHER		
PART II - VICTIM INFORMATION					
1					

PART III - WITNESS

IS VICTIM #1 THE REPORTING PERSON? IF NO, ENTER THE NAME, ADDRESS, AND PHONE NUMBER OF THE REPORTING PERSON.				NAME:		Phone-Area Code:		
NO				Address:				
DID THE REPORTED EVENT OCCUR AS A RESULT OF AN INTRA-FAMILY MATTER?	WAS PD FORM 378A ISSUED?	IS CPO/TPO OUTSTANDING?	IF YES, ENTER CPO/TPO #:					
NO		NO						
IS VICTIM #1 THE REPORTING PERSON? IF NO, ENTER THE NAME, ADDRESS, AND PHONE NUMBER OF THE REPORTING PERSON.				NAME:				
NO				Address:				
DID THE REPORTED EVENT OCCUR AS A RESULT OF AN INTRA-FAMILY MATTER?	WAS PD FORM 378A ISSUED?	IS CPO/TPO OUTSTANDING?	IF YES, ENTER CPO/TPO #:					
NO		NO						
IS VICTIM #1 THE REPORTING PERSON? IF NO, ENTER THE NAME, ADDRESS, AND PHONE NUMBER OF THE REPORTING PERSON.				NAME:				
NO				Address:				
DID THE REPORTED EVENT OCCUR AS A RESULT OF AN INTRA-FAMILY MATTER?	WAS PD FORM 378A ISSUED?	IS CPO/TPO OUTSTANDING?	IF YES, ENTER CPO/TPO #:					
NO		NO						
INJURIES Use the following codes to describe injuries. N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious								
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	B	APPARENT BROKEN BONES				

PART V - VEHICLE INFORMATION

Code	Year	Make	Model	Color	Body
------	------	------	-------	-------	------

PART VI - SUSPECT INFORMATION

1						
WEAPONS USED IN OFFENSE						
FIREARM	OTHER OTHER	COLOR	MAKE	MODEL	CALIBER	

PART VII - MISSING PERSON(S)

NARRATIVE Describe event and action taken.

R-1, R-2 AND R-3 STATE THAT THEY WERE WALKING EASTBOUND NORTHSIDE SIDEWALK OF THE 1800 BLOCK OF M STREET NW, AND OBSERVED C-1 STANDING AGAINST A FENCE AND IT APPEARED LIKE HE WAS VOMITTING. AS THEY APPROACHED C-1, THEY NOTICED ALOT OF BLOOD ON THE SIDEWALK AND THAT HE WAS BLEEDING FROM THE MOUTH, AND WAS SPITTING BLOOD. THEY REMAINED ON THE SCENE UNTIL THE POLICE ARRIVED. UPON ARRIVAL ON THE SCENE, C-1 STATED THAT HE WAS ASSAULTED BY UNKNOWN SUSPECT(S) WITH A BLUNT OBJECT. C-1 WAS TREATED ON THE SCENE BY THE AMBULANCE #1 AND TRANSPORTED TO THE GEORGE WASHINGTON UNIVERSITY HOSPITAL FOR FURTHER TREATMENT. [REDACTED] WAS THE ATTENDING DOCTOR AND SAID THAT C-1 HAD A BROKEN JAW, AND WAS VERY INTOXICATED. THE MANAGER OF THE BAR SIGN OF THE WHALE STATED THAT C-1 WAS IN THE BAR CONSUMING ALCOHOL. MANAGER ON DUTY: [REDACTED], ABRA#76278 CIC NOTIFIED: JENKINS #5442 SGTS GEER AND JONES RESPONDED TO THE SCENE.

PD252 Non-Public Narrative

INVESTIGATOR NOTIFIED: MORAIS, 2D16

NARRATIVE: MANAGER TO THE SIGN OF THE WHALE STATE THAT HE WAS C-1 INSIDE OF THE BAR BY HIMSELF, AND DID NOT SEE HIM GET IN ANY VERBAL OR PHYSICAL ALTERCATION WITH ANYONE. THE MANAGER TO THE 7-11 AT 19TH AND M STREET NW ([REDACTED]) STATE THAT SHE WAS STANDING OUTSIDE OF HER STORE, AND WAS TALKING TO 2 MALES. ONE OF THE MALES RECEIVED A PHONE CALL AND BOTH MALES BEGAN RUNNING IN THE DIRECTION OF WHERE C-1 WAS. BUT SHE DID NOT OBSERVE AN ASSAULT. 1ST MALE WAS A BLACK MALE DARK COMPLETED 150LBS, 5'9", APPROXIMATELY 29 YEARS OF AGE, LONG BLACK DREADS, A GOATEE, WEARING BLUE JEANS A GREEN POLO AND A WHITE T-SHIRT. 2ND MALE WAS A BLACK MALE 6'1", 250 LBS, APPROXIMATELY 29 YEARS OF AGE, WITH BRAIDED BLACK HAIR, LIGHT COMPLETED, BLUE JEANS, WHITE T-SHIRT. SHE THEN STATED THAT SHE SAW BOTH MALES AGAIN IN FRONT OF HER STORE ENTERING A MIDNIGHT BLUE CHEVROLET MONTE CARLOS WITH TINTED WINDOWS AND RIMS IN FRONT OF THE 7-11 AND LEAVE WITH A BLACK LINCOLN THAT WAS OCCUPIED WITH 5 BLACK MALES WHO APPEARED TO BE FRIENDS TO THE 2 MALES OCCUPYING THE MONTE CARLOS. LAST SEEN GOING SOUTHBOUND ON THE 1100 BLOCK OF 19TH STREET NW. UNKNOWN THAT ANY OF THE MALES OCCUPYING THE VEHICLE HAD ANYTHING TO DO WITH C-1'S ASSAULT AT THIS TIME.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE OUM, RAPHAEL	REPORTING OFFICER'S EMAIL	BADGE NUMBER 4031	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR COTTI, ADAM	SUPERVISOR'S EMAIL	BADGE NUMBER U08950	ELEMENT	REVIEWER	STATUS OPEN

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Public MPD Document

**Metropolitan Police
Department Washington,
D.C.**

Incident - Based Event Report



REPORT NUMBER: 10070990

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT Offense	EVENT START DATE / TIME 05/24/2010 / 0240	EVENT END DATE / TIME 05/24/2010 / 0243	DATE OF REPORT 05/24/2010	TIME OF REPORT 0243	
DISTRICT 2D	SECTOR	PSA 208	COMPLAINT NUMBER 10070990		
EVENT LOCATION ADDRESS 1825 M ST NW	POSITION IN FRONT OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PUBLIC	
EVENT NO. 1 ADW OTHER DANGEROUS WEAPON					
FORCED ENTRY NO	POINT OF ENTRY	Method Used	WEATHER CONDITIONS CLEAR		
SUSPECTED HATE CRIME?	SECURITY SYSTEM OTHER	LOCATION TYPE SIDEWALK	DESIGNATED AREAS OTHER		
PART II - VICTIM INFORMATION					
1					

IS VICTIM #1 THE REPORTING PERSON? IF NO, ENTER THE NAME, ADDRESS, AND PHONE NUMBER OF THE REPORTING PERSON.

NO

DID THE REPORTED EVENT OCCUR AS A RESULT OF AN INTRA-FAMILY MATTER?

NO

A. WAS PD FORM 378A ISSUED?

IS CPO/TPO OUTSTAN

NO

IS VICTIM #1 THE REPORTING PERSON? IF NO, ENTER THE NAME, ADDRESS, AND PHONE NUMBER OF THE REPORTING PERSON.

NO

DID THE REPORTED EVENT OCCUR AS A RESULT OF AN INTRA-FAMILY MATTER?

NO

A. WAS PD FORM 378A ISSUED?

IS CPO/TPO OUTSTAN

NO

IS VICTIM #1 THE REPORTING PERSON? IF NO, ENTER THE NAME, ADDRESS, AND PHONE NUMBER OF THE REPORTING PERSON.

NO

DID THE REPORTED EVENT OCCUR AS A RESULT OF AN INTRA-FAMILY MATTER?

NO

A. WAS PD FORM 378A ISSUED?

IS CPO/TPO OUTSTANDING?

NO

IF YES, ENTER CPO/TPO #:

INJURIES Use the following codes to describe injuries.

N = None Visible

O=Other Major Injury

M = Apparent Minor Injury

I = Possible Internal Injury

T = Loss of Teeth

T = Loss of Teeth

B = Apparent Broken Bones

G = Gunshot

U = Unconscious

	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	B	APPARENT BROKEN BONES				

PART V - SUSPECT INFORMATION

1	TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
	SUSPECT	UNKNOWN			U' NK" - U' NK"		
	HAIR	COMPLEXION	SCARS	FACIAL HAIR	HAT	COAT / JACKET	
	PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
	WEAPONS USED IN OFFENSE						
	FIREARM	OTHER OTHER	COLOR	MAKE	MODEL	CALIBER	

NARRATIVE Describe event and action taken.

R-1, R-2 AND R-3 STATE THAT THEY WERE WALKING EASTBOUND NORTHSIDE SIDEWALK OF THE 1800 BLOCK OF M STREET NW, AND OBSERVED C-1 STANDING AGAINST A FENCE AND IT APPEARED LIKE HE WAS VOMITTING. AS THEY APPROACHED C-1, THEY NOTICED ALOT OF BLOOD ON THE SIDEWALK AND THAT HE WAS BLEEDING FROM THE MOUTH, AND WAS SPITTING BLOOD. THEY REMAINED ON THE SCENE UNTIL THE POLICE ARRIVED. UPON ARRIVAL ON THE SCENE, C-1 STATED THAT HE WAS ASSAULTED BY UNKNOWN SUSPECT(S) WITH A BLUNT OBJECT. C-1 WAS TREATED ON THE SCENE BY THE AMBULANCE #1 AND TRANSPORTED TO THE GEORGE WASHINGTON UNIVERSITY HOSPITAL FOR FURTHER TREATMENT. [REDACTED] WAS THE ATTENDING DOCTOR AND SAID THAT C-1 HAD A BROKEN JAW, AND WAS VERY INTOXICATED. THE MANAGER OF THE BAR SIGN OF THE WHALE STATED THAT C-1 WAS IN THE BAR CONSUMING ALCOHOL. MANAGER ON DUTY: [REDACTED], ABRA#76278 CIC NOTIFIED: JENKINS #5442 SGTS GEER AND JONES RESPONDED TO THE SCENE.

EVIDENCE TECHNICIAN/CSSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE OUM, RAPHAEL	REPORTING OFFICER'S EMAIL	BADGE NUMBER 4031	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR COTTI, ADAM	SUPERVISOR'S EMAIL	BADGE NUMBER U08950	ELEMENT	REVIEWER	STATUS OPEN

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
	05/24/2010			CID	
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:

Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.

WACIIS SUPP #: 2DDU10-1949/1

BRIEF DESCRIPTION: Unused

SOURCE OF INFO: C-1

NARRATIVE TEXT: PSA: 208

CCN: 070-990

DATE/TIME: 05-24-10, APPROXIMATELY 0240 HOURS

OFFENSE: ADW UNKNOWN OBJECT

LOCATION: F/O 1829 M STREET NW

WEATHER/LIGHTING: WARM, ADEQUATE LIGHTING

COMPLAINANT:

[REDACTED]

UNKNOWN ADDRESS

UNKNOWN PHONE NUMBER

REPORTING PERSON:

[REDACTED]

[REDACTED]

SUSPECT(S): UNKNOWN

INJURIES: C-1 SUSTAINED A FRACTURE JAW AND CONTUSIONS TO THE FACE

EVIDENCE: PHOTOS WERE TAKEN OF THE CRIME SCENE AND OF C-1'S INJURIES

STOLEN: UNKNOWN AT THIS TIME

INVESTIGATION:

R-1 REPORTS HE WAS WALKING EASTBOUND IN THE 1800 B/O M STREET WHEN HE OBSERVED C-1 STANDING AGAINST A FENCE. C-1 APPEARED TO BE VOMITTING. R-1 NOTICED C-1 WAS BLEEDING FROM THE MOUTH AND NOTICED BLOOD ON THE SIDEWALK. R-1 CALLED THE POLICE AND REMAINED ON THE SCENE UNTIL THE POLICE ARRIVED.

W-1 WHO WORKS AS THE MANAGER OF "THE SIGN OF THE WHALE" LOCATED AT 1625 M STREET STATED, C-1 WAS AT THE BAR BY HIMSELF. C-1 HAD TWO BEERS AND A SHOT OF WHISKEY. C-1 LEFT THE BAR AT 0155 HOURS. THERE WAS NO ALTERCATIONS INSIDE THE BAR.

W-2 WHO WORKS AT THE 7-ELEVEN IN THE 1100 B/O 19TH STREET WAS OUTSIDE HER STORE TALKING TOO TWO BLACK MALES. ONE OF THE MALES RECEIVED A PHONE CALL. SUDDENLY THE TWO MALES RAN SOUTH ON 19TH STREET AND EAST ON M STREET. TOWARDS THE DIRECTION WHERE THE ASSAULT OCCURRED. MOMENTS LATER, W-2 OBSERVED THE TWO SAME MALES ENTERING A NEWER MODEL MIDNIGHT BLUE CHEVY MONTE CARLOS WITH TINTED WINDOWS. THE VEHICLE WAS PARKED IN THE 1100 B/O 19TH STREET. THE VEHICLE WAS LAST SEEN TRAVELING SOUTH IN THE 1100 B/O 19TH STREET.

UPON ARRIVAL TO THE SCENE, C-1 STATED HE WAS ASSAULTED WITH A BLUNT OBJECT BY UNKNOWN SUSPECTS.

C-1 WAS TRANSPORTED TO GWH BY AMBULANCE # 1. C-1 WAS TREATED BY [REDACTED] AND ADMITTED. C-1 APPEARED TO BE INTOXICATED.

ON SCENE:

OFC. GRIFFIN, SCT. 2086

OFC. OUM, SCT. 2084

SGT. JONES, CR. 2020

SGT. GEAR, CR. 2060

CSSO. LUCAS, CAD # 9118 CR. 9238

STATUS	TELETYPE NO.	SOLVABILITY RATING	SOLVABILITY CLASSIFICATION
OPEN			

INVESTIGATIVE OFFICER'S RECOMMENDATION			SUPERVISOR'S RECOMMENDATION		
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	05/24/2010		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
WACIIS SUPP #: 2DDU10-1949/2 BRIEF DESCRIPTION: ADW SOURCE OF INFO: C-1 NARRATIVE TEXT: ON 05-24-10, I WENT TO CHECK ON C-1 AT GWH. C-1 IS IN ICU 488. THE ATTENDING DOCTOR IS [REDACTED]. C-1 IS IN STABLE CONDITION. C-1 WILL BE GOING TO "OR" TODAY. C-1 IS UNABLE TO TALK DUE TOO A TUBE IN HIS THROAT. THE NURSE STATED IT WOULD BE BETTER TO COME TOMORROW.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	05/25/2010		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
WACIIS SUPP #: 2DDU10-1949/3 BRIEF DESCRIPTION: Follow-up NARRATIVE TEXT: On 5/24/10 @ 2310 hours the writer phoned George Washington University Hospital ICU Unit 488 (715-4717) and spoke with [REDACTED] who advised that C-1 was still incubated and would be for some time because his jaw was broken. [REDACTED] advised that C-1 would not be able to speak and that C-1 was still in critical but stable condition as of 5/24/10.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION			SUPERVISOR'S RECOMMENDATION		
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D21620	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	05/25/2010		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
WACIIS SUPP #: 2DDU10-1949/4 BRIEF DESCRIPTION: CHECKED THE COMPLAINANT CONDITIOON SOURCE OF INFO: [REDACTED] SOURCE RELIABILITY: CONFIRMED NARRATIVE TEXT: I INTERVIEWED [REDACTED] ON 05/25/10 AT 1100 HOURS IN ROOM 488 ICU AND SHE SAID THAT THE COMPLAINANT IS STILL INTUBATED AND HIS CONDITION IS STABLE.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION			SUPERVISOR'S RECOMMENDATION		
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		2402	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	05/26/2010		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.				
<p>WACIIS SUPP #: 2DDU10-1949/5</p> <p>BRIEF DESCRIPTION: AGGRAVATED ASSAULT</p> <p>SOURCE OF INFO: W-1</p> <p>E TEXT: ON 05-26-10, AT APPROXIMATELY 0800 HOURS, I CONTACTED [REDACTED]</p> <p>[REDACTED] HE WORKS SECURITY AT AN OFFICE BUILDING LOCATED AT 1850 M ST</p> <p>STREET WHERE THE OFFENSE OCCURRED. HE STATED STATED HE HAS SURVEILLANCE VIDEO OF THE ASSAULT.</p> <p>AT APPROXIMATELY 0830 HOURS I MET WITH [REDACTED] I VIEWED THE TAPE. IT APPEARS TO BE SOME KIND OF A FIGHT BETWEEN A GROUP OF PEOPLE. IT IS DIFFICULT TO SEE THE GROUP OF PEOPLE. THE CAMERA IS IN THE BUILDING AND IT'S DARK OUTSIDE. [REDACTED] MADE ME A COPY OF THE SURVEILLANCE CD.</p> <p>AT APPROXIMATELY 0845 HOURS, I WENT TO GWH TO CHECK ON C-1'S CONDITION. THE [REDACTED] STATED C-1 IS STILL UNABLE TO SPEAK.</p>							
STATUS		TELETYPE NO.		SOLVABILITY RATING		SOLVABILITY CLASSIFICATION	
OPEN							
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION			
SUSPENDED							
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE		BADGE	ELEM	
	4031	2D			D21398	CID	
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER				
SUPERVISOR	BADGE	ELEM	REVIEWER				

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ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
	05/26/2010			CID	
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:		Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.			
WACIIS SUPP #: 2DDU10-1949/6 BRIEF DESCRIPTION: COMPUTER CHECKS NARRATIVE TEXT: ISO CLAIMSEARCH (NICB)- ONE RECORD [REDACTED] ACCIDENT. A MESSAGE WAS LEFT AT THAT NUMBER. [REDACTED] I ACCURINT/FINCIN-INDICATED THAT HIS FULL NAME IS [REDACTED] [REDACTED]					
WALES/NCIC- INDICATES A "MEDICAL RECORD" ENTRY SHOWING HIS NAME INJURY AND HOSPITAL TAKEN TO. AS WELL AS SOUNDEXES THAT DON'T APPEAR TO BE HIM.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D11210	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
	05/29/2010			CID	
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:	Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.				
<p>WACIIS SUPP #: 2DDU10-1949/7</p> <p>BRIEF DESCRIPTION: AGGRAVATED ASSAULT</p> <p>SOURCE OF INFO: C-1</p> <p>NARRATIVE TEXT: ON 05-29-10, AT APPROXIMATELY 1000 HOURS, I WENT TO GWH TO CHECK ON C-1'S CONDITION. I MET WITH THE [REDACTED]. SHE STATED C-1 IS GOING TO BE DISCHARGED TODAY.</p> <p>I THEN MET WITH C-1'S PARENTS [REDACTED] [REDACTED] THEY BOTH STATED THAT C-1 CALLED HIS BROTHER [REDACTED] A COUP WAS ASSAULTED BY SOME BLACK MALES AND THEY STOLE HIS WALLET.</p> <p>I THEN SPOKE TO C-1 BRIEFLY BECAUSE HE WAS STILL IN PAIN. C-1 RECALLS BEING PUNCHED AND "BLOOD POURING OUT". HE STATED HE LEFT MADHATTERS IN DUPONT CIRCLE BETWEEN 0100 AND 0130 HOURS. HE WAS ON HIS WAY TO AN ATM MACHINE, BUT DOES NOT RECALL WHICH ATM MACHINE HE WAS GOING TOO. THREE GUYS CONFRONTED C-1 FROM THE REAR AND BEGAN HITTING C-1. HE RECALLS A GIRL YELLING OUT, "STOP, STOP, HE'S HAD ENOUGH". C-1 THEN RECALLS WALKING TOWARDS THE ATM, BUT REALIZED HE DID NOT HAVE HIS ATM CARD ON HIM. THIS WAS STILL BEFORE THE ASSAULT. C-1 THINKS THEY FOLLOWED HIM ABOUT ONE BLOCK. HE RECALLS THEY WERE TWO BLACK MALES AND AN HISPANIC MALE AND MAYBE A GIRL. HE THINKS THE MALES WERE ABOUT 5'10" AND 6'0".</p> <p>C-1 ALSO STATED HIS IPHONE WAS STOLEN, HOUSE KEYS AND A BLACK LEATHER WALLET CONTAINING \$150.00 AND HIS MARYLAND ID CARD. C-1 HAD NO CREDIT CARDS.</p> <p>C-1 WAS GOING HOME WITH HIS PARENTS.</p> <p>THEY LIVE AT;</p> <div style="background-color: black; width: 200px; height: 100px; margin: 10px 0;"></div> <p>I INFORMED C-1 AND HIS PARENTS THAT I WILL CONTACT ALL OF THEM SOME TIME NEXT WEEK AFTER C-1 RECOVERS AND IS DOING WELL.</p>					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		

SUPERVISOR	BADGE	ELEM	REVIEWER

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
	06/03/2010			CID	
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
WACIIS SUPP #: 2DDU10-1949/8 BRIEF DESCRIPTION: AGGRAVATED ASSAULT SOURCE OF INFO: C-1 T: ON 06-03-10, AT APPROXIMATELY 0935 HOURS, I CONTACTED C-1'S MOTHER. C-1 IS LIVING WITH HIS SHE STATED C-1 IS DOING BETTER. C-1 STILL HAS DIFFICULTY TALKING. C-1 HAD NO ADDITIONAL INFORMATION TO ADD. ON 06-03-10, I INFORMED C-1'S MOTHER THAT I MAILED HER A VICTIMS COMPENSATION PACKAGE.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
	06/04/2010			CID	
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:	Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.						
<p>WACIIS SUPP #: 2DDU10-1949/9</p> <p>BRIEF DESCRIPTION: AGGRAVATED ASSAULT</p> <p>SOURCE OF INFO: C-1</p> <p>NARRATIVE TEXT: ON 06-04-10, AT APPROXIMATELY 0900 HOURS, I MET WITH THE MANAGER [REDACTED] FROM THE WACHOVIA BANK LOCATED AT 1850 M STREET. I INFORMED HER THAT I WAS INVESTIGATING AN [REDACTED] HT OF OCCURRED IN FRONT OF THE ATM. I INFORMED HER THAT I NEEDED A COPY OF THE ATM SURVEILLANCE TAPE. SHE MADE SEVERAL CALLS AND THERE WAS NO RESPONSE. SHE LEFT A MESSAGE WITH THEIR LOSS PREVENTION PEOPLE TO CALL ME.</p> <p>AT APPROXIMATELY 0930 HOURS, I MET WITH THE [REDACTED] FROM CHEVY CHASE BANK LOCATED AT 1800 M STREET. I INFORMED HER THAT I WAS INVESTIGATING AN [REDACTED] OF OCCURRED IN FRONT OF THE ATM MACHINE. SHE ATTEMPTED TO CONTACT THEIR LOSS PERVENTION PERSON. THEIR WAS NO RESPONSE. SHE PROVIDED ME WITH THE NAME OF [REDACTED] A MESSAGE WAS LEFT FOR HIM TO CONTACT ME.</p> <p>AT APPROXIMATELY 0945 HOURS, I MET WITH [REDACTED]</p> <p>7-ELEVEN AT 19TH AND M STREET. I INFORMED HIM THAT I WAS INVESTIGATING AN ASSAULT AND THAT HIS EMPLOYEE [REDACTED] STATED THEIR WERE TWO SUSPICIOUS MALES IN THE STORE PRIOR TO THE ASSAULT. [REDACTED] AND I VIEWED THE SURVEILLANCE RECORDER. AFTER SEVERAL ATTEMPTS, HE MANAGED TO VIEW THE SURVEILLANCE CD WITH ME. THE CD SHOWS TWO SUBJECTS WALK INTO THE STORE AT APPROXIMATELY 0220 HOURS AND PURCHASE SOME ITEMS. THAT SUBJECTS MATCHED THE DESCRIPTION GIVEN BY THE 7-ELEVEN EMPLOYEE [REDACTED]. [REDACTED] MANAGED TO PRINT OUT STILL PICTURES OF THE SUBJECTS.</p> <p>AT APPROXIMATELY 1045 HOURS, I MET WITH THE LOSS PREVENTION AGENT [REDACTED]. HE WAS GIVEN THE DETAILS ON THE CASE. HE STATED HE WANTED ME TO EMAIL HIM ABOUT WHAT INFORMATION I NEEDED.</p>							
STATUS		TELETYPE NO.		SOLVABILITY RATING		SOLVABILITY CLASSIFICATION	
OPEN							
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION			
SUSPENDED							
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE		BADGE	ELEM	
	4031	2D			D21398	CID	
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER				
SUPERVISOR	BADGE	ELEM	REVIEWER				

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	06/24/2010		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:		Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.			
<p>WACIIS SUPP #: 2DDU10-1949/10</p> <p>BRIEF DESCRIPTION: ADW UNKNOWN OBJECT</p> <p>SOURCE OF INFO: C-1</p> <p>NARRATIVE TEXT: ON 06-24-10, C-1 REQUESTED A COPY OF THE POLICE REPORT. I FAXED C-1 A COPY OF THE POLICE REPORT.</p> <p>I ALSO ATTEMPTED TO CONTACT C-1. THERE WAS NO RESPONSE.</p> <p>I ALSO ATTEMPTED TO CONTACT [REDACTED] FROM THE WACHOVIA BANK IN REFERENCE TO GETTING A COPY OF THE ATM SURVEILLANCE TAPE. A MESSAGE WAS LEFT FOR HIM.</p>					
STATUS		TELETYPE NO.		SOLVABILITY RATING	SOLVABILITY CLASSIFICATION
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	06/27/2010		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
WACIIS SUPP #: 2DDU10-1949/11 BRIEF DESCRIPTION: ADW OTHER SOURCE OF INFO: C-1 NARRATIVE TEXT: ON 06-25-10, I ATTEMPTED TO CONTACT C-1. THERE WAS NO RESPONSE. I THEN CONTACTED C-1'S MOTHER. SHE STATED HER SON IS DOING WELL. SHE STATED SHE WILL ATTEMPT TO CONTACT C-1 AND LEAVE A MESSAGE WITH HIM TO CALL ME.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION			SUPERVISOR'S RECOMMENDATION		
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	06/27/2010		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
WACIIS SUPP #: 2DDU10-1949/12 NARRATIVE TEXT:					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION			SUPERVISOR'S RECOMMENDATION		
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	07/07/2010		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:		Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.			
<p>WACIIS SUPP #: 2DDU10-1949/13</p> <p>BRIEF DESCRIPTION: AGGRAVATED ASSAULT</p> <p>SOURCE OF INFO: C-1</p> <p>NARRATIVE TEXT: ON 07-07-10, AT APPROXIMATELY 0930 HOURS, I CONTACTED [REDACTED] FROM THE WACHOVIA BANK LOSS PREVENTION. I INFORMED HIM ON THE CASE. I REQUESTED SURVEILLANCE FOOTAGE FROM THE ATM MACHINE AT 19TH AND M STREET NW. HE ASKED ME TO EMAIL HIM THE REQUEST. I EMAILED HIM THE REQUEST.</p> <p>I THEN CONTACTED [REDACTED] AT APPROXIMATELY 0950 HOURS FROM CHEVY CHASE BANK LOSS PREVENTION. I INFORMED HIM ON THE CASE. I REQUESTED THE SURVEILLANCE FOOTAGE FROM THE ATM AT 1800 M STREET. HE STATED HE WOULD CONTACT ME WITH ANY INFORMATION.</p> <p>I THEN CONTACTED C-1. C-1 STATED HE IS DOING MUCH BETTER. C-1 HAD NO ADDITIONAL INFORMATION TO ADD AT THIS TIME.</p>					
STATUS		TELETYPE NO.		SOLVABILITY RATING	SOLVABILITY CLASSIFICATION
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
	07/22/2010			CID	
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
<p>WACIIS SUPP #: 2DDU10-1949/14</p> <p>BRIEF DESCRIPTION: ADW</p> <p>SOURCE OF INFO: C-1</p> <p>NARRATIVE TEXT: ON 07-22-10, I CONTACTED [REDACTED] FROM THE WACHOVIA BANK TO GET AN UPDATE ON THE ATM VIDEO. HE STATED THE MACHINE HAD BEEN BROKEN AND IS NOW REPAIRED. HE DOES HAVE A BACK LOG. HE WILL CONTACT ME SOON.</p> <p>I THEN CONTACTED [REDACTED] R FROM CHEVY CHASE BANK. A MESSAGE WAS LEFT FOR HIM TO GIVE ME AN UPDATE ON THE ATM VIDEO.</p>					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION			SUPERVISOR'S RECOMMENDATION		
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10070990
	DATE OF THIS REPORT			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
	08/07/2010			CID	
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
05/24/2010 / 0240-05/24/2010 / 0243		05/24/2010 / 0243		1825 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		10070990, UNKNOWN 1
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:		Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.			
WACIIS SUPP #: 2DDU10-1949/15 BRIEF DESCRIPTION: AGGRAVATED ASSAULT SOURCE OF INFO: C-1 NARRATIVE TEXT: AT THIS TIME THEIR ARE NO FURTHER LEADS. THIS CASE SHOULD BE SUSPENDED UNTIL FURTHER LEADS DEVELOPE.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4031	2D		D21398	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

Case No. :10070990

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252B

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Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 10101116

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 07/17/2010 / 0202	EVENT END DATE / TIME 07/17/2010 / 0205	DATE OF REPORT 07/17/2010	TIME OF REPORT 0300	
DISTRICT 2D	SECTOR 2	PSA 208	COMPLAINT NUMBER 10101116		
EVENT LOCATION ADDRESS 1916 M ST NW, # N/A	POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE	
EVENT NO. 1 SIMPLE ASSAULT					
FORCED ENTRY NO	POINT OF ENTRY DOOR	Method Used	WEATHER CONDITIONS CLEAR		
SUSPECTED HATE CRIME?	SECURITY SYSTEM CAMERA	LOCATION TYPE RESTAURANT	DESIGNATED AREAS CUSTOMER AREA		
PART II - VICTIM INFORMATION					
1					

PART III - WITNESS

TYPE	NAME OF WITNESS	RELATED TO EVENT NO(S).	WITNESS TYPE	AGE RANGE
WITNESS				25
SEX MALE	HOME PHONE	BUSINESS PHONE		
BUSINESS ADDRESS / SCHOOL		OCCUPATION		
ADDITIONAL MEANS TO CONTACT WITNESS				
TYPE	NAME OF WITNESS	RELATED TO EVENT NO(S).		
SEX MALE	HOME PHONE	BUSINESS PHONE		
BUSINESS ADDRESS / SCHOOL				
ANS TO CONTACT WITNES				

INJURIES Use the following codes to describe injuries.

N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth
 L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious

	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	S	SWELLING				

PART V - VEHICLE INFORMATION

	Code	Year	Make	Model	Color	Body
1	NONE	0	MERCEDES-BENZ		WHITE	SEDAN
	Tag No./State/Year		VIN		Vehicle Operated / Used By	

PART VI - SUSPECT INFORMATION

1	TYPE SUSPECT	SUSPECT NAME 10101116, UNKNOWN 1	DOB	RACE / ETHNICITY BLACK	SEX MALE	HEIGHT 5' 05" - 5' 08"	WEIGHT 180 - 185
	EYES	EXACT AGE OR RANGE	COMPLEXION MEDIUM	SCARS	HAIR BLACK	HAT	PANTS
	FACIAL HAIR		COAT / JACKET	BLOUSE / SHIRT	HOME PHONE		OTHER PHONE
	WORK PHONE		HOME ADDRESS		OCCUPATION	WORK ADDRESS	
	PERPETRATOR SUSPECTED OF USING						
	WEAPONS USED IN OFFENSE						
	FIREARM	OTHER	COLOR	MAKE	MODEL	CALIBER	

PART VII - MISSING PERSON(S)

NARRATIVE Describe event and action taken.

V-1 WAS STANDING IN LINE TO ORDER SOME FOOD. S-1 CUT IN FRONT OF HIM. V-1 COMPLAINED TO S-1 AND A VERBAL ALTERCATION INSUED. DURING THE VERBAL ALTERCATION, S-1 PUNCHED V-1 IN THE NOISE WITH A CLOSED FIST. AFTER S-1 PUNCHED V-1, S-1 WAS SEEN BY W1 AND W2 LEAVING THE SCENE IN THE LISTED VEHICLE. V-1 WAS TRANSPORTED TO GEORGETOWN HOSPITAL FOR TREATMENT BY MEDIC#1 FOR TREATMENT.

PD252 Non-Public Narrative

DOMESTIC COMMENT: N/A

NARRATIVE: THE RESTAURANT WAS CANVASSED FOR OTHER WITNESSES WITH NEGATIVE RESULTS. NO ONE OBSERVED S-1 PUNCH V-1. A CANVASS FOR THE LISTED VEHICLE WAS CONDUCTED WITH NEGATIVE RESULTS.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE	REPORTING OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR	SUPERVISOR'S EMAIL	BADGE NUMBER	ELEMENT	REVIEWER	STATUS
HAYES, HARRY M		S0683	2D		OPEN

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Public MPD Document

Metropolitan Police
Department Washington,
D.C.

Incident - Based Event Report



REPORT NUMBER: 10101116

PART I - CLASSIFICATION OF EVENT

TYPE OF REPORT Offense	EVENT START DATE / TIME 07/17/2010 / 0202	EVENT END DATE / TIME 07/17/2010 / 0205	DATE OF REPORT 07/17/2010	TIME OF REPORT 0300
DISTRICT 2D	SECTOR 2	PSA 208	COMPLAINT NUMBER 10101116	
EVENT LOCATION ADDRESS 1916 M ST NW, # N/A	POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE
EVENT NO. 1 SIMPLE ASSAULT				
FORCED ENTRY NO	POINT OF ENTRY DOOR	Method Used	WEATHER CONDITIONS CLEAR	
SUSPECTED HATE CRIME?	SECURITY SYSTEM CAMERA	LOCATION TYPE RESTAURANT	DESIGNATED AREAS CUSTOMER AREA	

1				
---	--	--	--	--

INJURIES Use the following codes to describe injuries.

N = None Visible	O=Other Major Injury	M = Apparent Minor Injury	I = Possible Internal Injury	T = Loss of Teeth			
T = Loss of Teeth	B = Apparent Broken Bones	G = Gunshot	U = Unconscious				
INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1 COMPLAINANT	1	S	SWELLING				

PART IV - VEHICLE INFORMATION

1				
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PART V - SUSPECT INFORMATION							
1	TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
	SUSPECT	BLACK	MALE		5' 05" - 5' 08"	180 - 185	
	HAIR BLACK	COMPLEXION MEDIUM	SCARS	FACIAL HAIR	HAT	COAT / JACKET	
	PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
	WEAPONS USED IN OFFENSE						
	FIREARM	OTHER	COLOR	MAKE	MODEL	CALIBER	

NARRATIVE Describe event and action taken.

V-1 WAS STANDING IN LINE TO ORDER SOME FOOD. S-1 CUT IN FRONT OF HIM. V-1 COMPLAINED TO S-1 AND A VERBAL ALTERCATION INSUED. DURING THE VERBAL ALTERCATION, S-1 PUNCHED V-1 IN THE NOSE WITH A CLOSED FIST. AFTER S-1 PUNCHED V-1, S-1 WAS SEEN BY W1 AND W2 LEAVING THE SCENE IN THE LISTED VEHICLE. V-1 WAS TRANSPORTED TO GEORGETOWN HOSPITAL FOR TREATMENT BY MEDIC#1 FOR TREATMENT.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED			
TELETYPE #	REPORTING OFFICER'S SIGNATURE	REPORTING OFFICER'S EMAIL	BADGE NUMBER	ELEMENT		
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT		
SIGNATURE OF SUPERVISOR	SUPERVISOR'S EMAIL	BADGE NUMBER	ELEMENT	REVIEWER	STATUS	
HAYES, HARRY M		S0683	2D		OPEN	

Case No. :10101116

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252, PD252B

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Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 10124663

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 08/29/2010 / 0310		EVENT END DATE / TIME		DATE OF REPORT 08/29/2010
TIME OF REPORT 0320		COMPLAINT NUMBER 10124663			
DISTRICT 2D	SECTOR 0		PSA 208		
EVENT LOCATION ADDRESS 1916 M ST NW		POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE
EVENT NO. 1 DESTRUCTION OF PROPERTY <=\$200					
FORCED ENTRY NO		POINT OF ENTRY		Method Used	WEATHER CONDITIONS CLEAR
SUSPECTED HATE CRIME?		SECURITY SYSTEM CAMERA	LOCATION TYPE RESTAURANT	DESIGNATED AREAS CUSTOMER AREA	
PART II - VICTIM INFORMATION					
1	TYPE COMPLAINANT	NAME OF COMPLAINANT/VICTIM UNKNOWN		RELATED TO EVENT NO(S). 1	VICTIM TYPE INDIVIDUAL
	DATE OF BIRTH	AGE RANGE	SEX	HOME PHONE	BUSINESS PHONE
	RACE / ETHNICITY		HOME ADDRESS		
	BUSINESS ADDRESS/SCHOOL		OCCUPATION	IS EVENT RELATED TO OCCUPATION?	
	ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM				
2	TYPE COMPLAINANT	NAME OF COMPLAINANT/VICTIM MCDONALD^S		RELATED TO EVENT NO(S). 1	VICTIM TYPE BUSINESS/ORGANIZATION
	DATE OF BIRTH	AGE RANGE	SEX	HOME PHONE (202) 465-1242	BUSINESS PHONE
	RACE / ETHNICITY		HOME ADDRESS 1916 M ST NW, WASHINGTON, DC 20036		
	BUSINESS ADDRESS/SCHOOL		OCCUPATION	IS EVENT RELATED TO OCCUPATION?	
	ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM				

PART III - WITNESS

IS VICTIM #1 THE REPORTING PERSON?
IF NO, ENTER THE NAME, ADDRESS, AND
PHONE NUMBER OF THE REPORTING PERSON.

NAME:

NO

Address:

DID THE REPORTED EVENT
OCCUR AS A RESULT OF AN
INTRA-FAMILY MATTER?

NO

WAS PD FORM
378A ISSUED?

IS CPO/TPO
OUTSTANDING?

NO

IF YES, ENTER CPO/TPO #:

INJURIES Use the following codes to describe injuries.

N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth

L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious

	Code	Description of Item(s)	Serial Number / Operation ID No.	Model No.	Color	Size	Qty.	Comp. Value	Age	MPDC Value	Property Book & Page No.	Location of Property Book
1	OTHER INVOLVED PROPERTY	DATA CABLE TO COIN MACHINE	N/A	N/A			1	100.00		50.00	N/A & N/A	
2	OTHER INVOLVED PROPERTY	CHANGE CATCH TRAY	N/A	N/A			1	10.00		5.00	N/A & N/A	
TOTAL VALUE												

PART V - VEHICLE INFORMATION

Code	Year	Make	Model	Color	Body
1					
WEAPONS USED IN OFFENSE					
FIREARM	OTHER		COLOR	MAKE	MODEL
	PERSONAL WEAPONS (HANDS, ETC.)				CALIBER

PART VII - MISSING PERSON(S)

NARRATIVE Describe event and action taken.

R-1 REPORTS TO UNDERSIGNED OFFICER THAT S-1 WAS HIGHLY INTOXICATED AND BECAME IRATE WITH HIM OVER NOT BEING SERVICED PROMPTLY. S-1 PROCEEDED TO KNOCK OVER THE CHANGE MACHINE WHICH WAS LOCATED ON THE COUNTER BREAKING THE LISTED PROPERTY.

PD252 Non-Public Narrative

INVESTIGATOR NOTIFIED: WILLIAMS/2D5

NARRATIVE: AFOREMENTIONED OFFENSE WAS RECORDED BY MOUNTED CAMERA. GENERAL MANAGERS DAMARIS (202-550-1226), OR ANDY (202-409-4617) HAVE ACCESS TO VIDEO RECORDER MACHINE. BOTH WORK MONDAY THROUGH FRIDAY 0900-1700. APPLICATION FOR AN ARREST WARRANT WILL BE DETERMINED AT A LATER DATE ONCE THE VIDEO OF OFFENSE IS EXAMINED BY UNDERSIGNED OFFICER.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE RIVERA, PEDRO	REPORTING OFFICER'S EMAIL pedro.rivera@dc.gov	BADGE NUMBER 3640	ELEMENT YID	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR GEER, JONATHAN M	SUPERVISOR'S EMAIL	BADGE NUMBER S0453	ELEMENT 2D	REVIEWER	STATUS OPEN

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Public MPD Document

Metropolitan Police
Department Washington,
D.C.

Incident - Based Event Report



REPORT NUMBER: 10124663

PART I - CLASSIFICATION OF EVENT						
TYPE OF REPORT Offense	EVENT START DATE / TIME 08/29/2010 / 0310		EVENT END DATE / TIME		DATE OF REPORT 08/29/2010	TIME OF REPORT 0320
DISTRICT 2D	SECTOR 0	PSA 208			COMPLAINT NUMBER 10124663	
EVENT LOCATION ADDRESS 1916 M ST NW		POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION		PROPERTY TYPE PRIVATE
EVENT NO. 1 DESTRUCTION OF PROPERTY <=\$200						
FORCED ENTRY NO	POINT OF ENTRY		Method Used		WEATHER CONDITIONS CLEAR	
SUSPECTED HATE CRIME?		SECURITY SYSTEM CAMERA	LOCATION TYPE RESTAURANT		DESIGNATED AREAS CUSTOMER AREA	
PART II - VICTIM INFORMATION						
1	TYPE COMPLAINANT	NAME OF COMPLAINANT/VICTIM UNKNOWN			RELATED TO EVENT NO(S). 1	VICTIM TYPE INDIVIDUAL
	DATE OF BIRTH	AGE RANGE	SEX	HOME PHONE	BUSINESS PHONE	
	RACE / ETHNICITY			HOME ADDRESS		
	BUSINESS ADDRESS/SCHOOL		OCCUPATION	IS EVENT RELATED TO OCCUPATION?		
	ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM					
2	TYPE COMPLAINANT	NAME OF COMPLAINANT/VICTIM MCDONALD^S			RELATED TO EVENT NO(S). 1	VICTIM TYPE BUSINESS/ORGANIZATION
	DATE OF BIRTH	AGE RANGE	SEX	HOME PHONE (202) 465-1242	BUSINESS PHONE	
	RACE / ETHNICITY			HOME ADDRESS 1916 M ST NW, WASHINGTON, DC 20036		
	BUSINESS ADDRESS/SCHOOL		OCCUPATION	IS EVENT RELATED TO OCCUPATION?		
	ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM					
IS VICTIM #1 THE REPORTING PERSON? IF NO, ENTER THE NAME, ADDRESS, AND PHONE NUMBER OF THE REPORTING PERSON. NO						
DID THE REPORTED EVENT OCCUR AS A RESULT OF AN INTRA-FAMILY MATTER? NO		A. WAS PD FORM 378A ISSUED?	IS CPO/TPO OUTSTANDING? NO		IF YES, ENTER CPO/TPO #:	

Plaintiff004144

PART III - PROPERTY												
Codes		S = Stolen	I = Impound	L = Lost	E = Evidence			V = Vehicle from which theft occurred				
		R = Recovered	P = Suspected	proceeds of crime		F = Found		D = Alleged drug type			O = Other	
	Code	Description of Item(s)	Serial Number / Operation ID No.	Model No.	Color	Size	Quantity	Comp. Value	Age	MPDC Value	Property Book & Page No.	Location of Property Book
1	OTHER INVOLVED PROPERTY	DATA CABLE TO COIN MACHINE	N/A	N/A			1	100.00		50.00	N/A & N/A	
2	OTHER INVOLVED PROPERTY	CHANGE CATCH TRAY	N/A	N/A			1	10.00		5.00	N/A & N/A	
TOTAL VALUE												

PART V - SUSPECT INFORMATION						
1						
	WEAPONS USED IN OFFENSE					
	FIREARM	OTHER PERSONAL WEAPONS (HANDS, ETC.)	COLOR	MAKE	MODEL	CALIBER

NARRATIVE Describe event and action taken.					
R-1 REPORTS TO UNDERSIGNED OFFICER THAT S-1 WAS HIGHLY INTOXICATED AND BECAME IRATE WITH HIM OVER NOT BEING SERVICED PROMPTLY. S-1 PROCEEDED TO KNOCK OVER THE CHANGE MACHINE WHICH WAS LOCATED ON THE COUNTER BREAKING THE LISTED PROPERTY.					
EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE RIVERA, PEDRO	REPORTING OFFICER'S EMAIL pedro.rivera@dc.gov	BADGE NUMBER 3640	ELEMENT YID	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR GEER, JONATHAN M	SUPERVISOR'S EMAIL	BADGE NUMBER S0453	ELEMENT 2D	REVIEWER	STATUS OPEN

Case No. :10124663

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252, PD252B

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Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 10150742

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 10/17/2010 / 0330	EVENT END DATE / TIME	DATE OF REPORT 10/17/2010	TIME OF REPORT 0540	
DISTRICT 2D	SECTOR	PSA 208	COMPLAINT NUMBER 10150742		
EVENT LOCATION ADDRESS 1919 M ST NW	POSITION IN FRONT OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PUBLIC	
EVENT NO. 1 ADW OTHER DANGEROUS WEAPON					
FORCED ENTRY NO	POINT OF ENTRY	Method Used	WEATHER CONDITIONS CLEAR		
SUSPECTED HATE CRIME?	SECURITY SYSTEM	LOCATION TYPE SIDEWALK	DESIGNATED AREAS		

PART II - VICTIM INFORMATION

1	
2	
3	

PART III - WITNESS**INJURIES Use the following codes to describe injuries.**

N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth

L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious

	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	L	SEVERE LACERATION				
2	COMPLAINANT	2	M	APPARENT MINOR INJURY				

PART V - VEHICLE INFORMATION

Code	Year	Make	Model	Color	Body
------	------	------	-------	-------	------

PART VI - SUSPECT INFORMATION

1

**WEAPONS USED IN OFFENSE**

FIREARM	OTHER BLUNT OBJECT (CLUB, ETC.)	COLOR	MAKE	MODEL	CALIBER
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2

TYPE SUSPECT	SUSPECT NAME 10150742, UNKNOWN 2	DOB	RACE / ETHNICITY BLACK	SEX MALE	HEIGHT 5' 06"	WEIGHT 180 - 220
EYES	EXACT AGE OR RANGE 22 - 25	COMPLEXION DARK	SCARS	HAIR	HAT	PANTS
FACIAL HAIR		COAT / JACKET	BLOUSE / SHIRT	HOME PHONE		OTHER PHONE
WORK PHONE		HOME ADDRESS		OCCUPATION	WORK ADDRESS	

PERPETRATOR SUSPECTED OF USING

WEAPONS USED IN OFFENSE

FIREARM	OTHER BLUNT OBJECT (CLUB, ETC.)	COLOR	MAKE	MODEL	CALIBER
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3

TYPE SUSPECT	SUSPECT NAME 10150742, UNKNOWN 3	DOB	RACE / ETHNICITY BLACK	SEX MALE	HEIGHT	WEIGHT
EYES	EXACT AGE OR RANGE	COMPLEXION	SCARS	HAIR	HAT	PANTS
FACIAL HAIR		COAT / JACKET	BLOUSE / SHIRT	HOME PHONE		OTHER PHONE
WORK PHONE		HOME ADDRESS		OCCUPATION	WORK ADDRESS	

PERPETRATOR SUSPECTED OF USING

WEAPONS USED IN OFFENSE

FIREARM	OTHER BLUNT OBJECT (CLUB, ETC.)	COLOR	MAKE	MODEL	CALIBER
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4

TYPE SUSPECT	SUSPECT NAME 10150742, UNKNOWN 4	DOB	RACE / ETHNICITY BLACK	SEX MALE	HEIGHT	WEIGHT
EYES	EXACT AGE OR RANGE	COMPLEXION	SCARS	HAIR	HAT	PANTS
FACIAL HAIR		COAT / JACKET	BLOUSE / SHIRT	HOME PHONE		OTHER PHONE
WORK PHONE		HOME ADDRESS		OCCUPATION	WORK ADDRESS	

PERPETRATOR SUSPECTED OF USING

WEAPONS USED IN OFFENSE					
FIREARM	OTHER BLUNT OBJECT (CLUB, ETC.)	COLOR	MAKE	MODEL	CALIBER
PART VII - MISSING PERSON(S)					

NARRATIVE Describe event and action taken.

C-1, C-2, AND C-3 REPORT THAT THEY WERE APPROACHED BY S-1 THROUGH S-4 WHO ASKED THEM FOR MONEY. WHEN THEY TOLD THE SUSPECTS THAT THEY HAD NO MONEY, S-1 THROUGH S-4 STARTED TO ATTACK THEM. C-1 WAS HIT IN THE HEAD WITH A TABLE AND SUSTAINED A 2 INCH LACERATION TO HER HEAD. C-2 WAS PUNCHED IN THE HEAD AND NECK AND SUSTAINED SCRATCHES ON HIS NECK. C-3 WAS UNINJURED WHEN ONE OF THE SUSPECTS SWUNG AT HIM AND MISSED. THE COMPLAINANTS DO NOT KNOW WHICH SUSPECTS THREW THE TABLE OR JUMPED ON C-2. C-1 WAS TRANSPORTED TO GW HOSPITAL AND ADMITTED BY [REDACTED]. THE COMPLAINANTS DESCRIBE THE SUSPECTS AS HAVING BEEN CASUALLY DRESSED. THE SUSPECTS WERE LAST SEEN RUNNING EASTBOUND ON M ST.

PD252 Non-Public Narrative

INVESTIGATOR NOTIFIED: TABRON, 2D8

NARRATIVE: S-1 THROUGH S-4 WERE WITH A GROUP OF ABOUT 5-10 BLACK MALES, MOST OF WHOM WERE DRESSED IN TAN COLORED CLOTHES. ONLY THREE TO FOUR OF THE MALES COMMITTED THE ASSAULT. THE TABLE WAS TRANSPORTED TO MOBILE CRIME TO BE PROCESSED. THERE ARE NO CAMERAS IN THE BUILDING THE ASSAULT TOOK PLACE IN FRONT OF.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE	REPORTING OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR	SUPERVISOR'S EMAIL	BADGE NUMBER	ELEMENT	REVIEWER	STATUS OPEN

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Public MPD Document

**Metropolitan Police
Department Washington,
D.C.**

Incident - Based Event Report



REPORT NUMBER: 10150742

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT Offense	EVENT START DATE / TIME 10/17/2010 / 0330		EVENT END DATE / TIME	DATE OF REPORT 10/17/2010	TIME OF REPORT 0540
DISTRICT 2D	SECTOR		PSA 208		COMPLAINT NUMBER 10150742
EVENT LOCATION ADDRESS 1919 M ST NW		POSITION IN FRONT OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PUBLIC
EVENT NO. 1 ADW OTHER DANGEROUS WEAPON					
FORCED ENTRY NO	POINT OF ENTRY		Method Used		WEATHER CONDITIONS CLEAR
SUSPECTED HATE CRIME?		SECURITY SYSTEM	LOCATION TYPE SIDEWALK		DESIGNATED AREAS

PART II - VICTIM INFORMATION

1

2

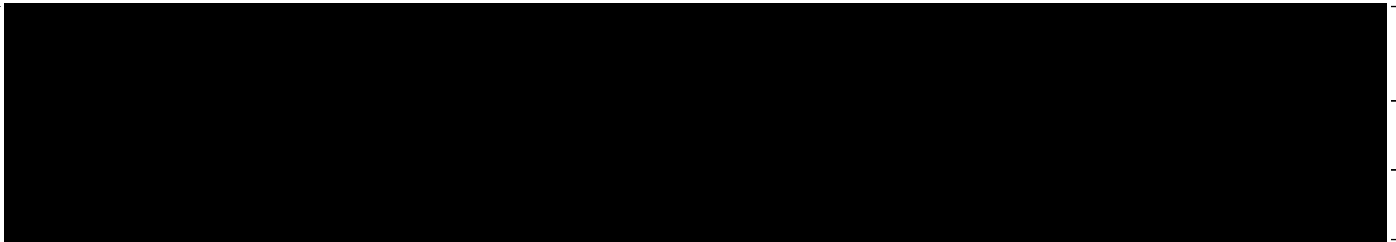
3

INJURIES Use the following codes to describe injuries.

N = None Visible		O=Other Major Injury		M = Apparent Minor Injury		I = Possible Internal Injury		T = Loss of Teeth	
T = Loss of Teeth		B = Apparent Broken Bones			G = Gunshot		U = Unconscious		
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY		WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	L	SEVERE LACERATION					
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY		WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
2	COMPLAINANT	2	M	APPARENT MINOR INJURY					

PART V - SUSPECT INFORMATION

1

**WEAPONS USED IN OFFENSE**

FIREARM	OTHER BLUNT OBJECT (CLUB, ETC.)	COLOR	MAKE	MODEL	CALIBER
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PART V - SUSPECT INFORMATION

2

TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
SUSPECT	BLACK	MALE	22 - 25	5' 06"	180 - 220	
HAIR	COMPLEXION DARK	SCARS	FACIAL HAIR	HAT	COAT / JACKET	

PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
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WEAPONS USED IN OFFENSE

FIREARM	OTHER BLUNT OBJECT (CLUB, ETC.)	COLOR	MAKE	MODEL	CALIBER
----------------	---	--------------	-------------	--------------	----------------

PART V - SUSPECT INFORMATION

3

TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
SUSPECT	BLACK	MALE				
HAIR	COMPLEXION	SCARS	FACIAL HAIR	HAT	COAT / JACKET	

PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
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WEAPONS USED IN OFFENSE

FIREARM	OTHER BLUNT OBJECT (CLUB, ETC.)	COLOR	MAKE	MODEL	CALIBER
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PART V - SUSPECT INFORMATION

4

TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
SUSPECT	BLACK	MALE				
HAIR	COMPLEXION	SCARS	FACIAL HAIR	HAT	COAT / JACKET	

PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
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WEAPONS USED IN OFFENSE

FIREARM	OTHER BLUNT OBJECT (CLUB, ETC.)	COLOR	MAKE	MODEL	CALIBER
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NARRATIVE Describe event and action taken.

C-1, C-2, AND C-3 REPORT THAT THEY WERE APPROACHED BY S-1 THROUGH S-4 WHO ASKED THEM FOR MONEY. WHEN THEY TOLD THE SUSPECTS THAT THEY HAD NO MONEY, S-1 THROUGH S-4 STARTED TO ATTACK THEM. C-1 WAS HIT IN THE HEAD WITH A TABLE AND SUSTAINED A 2 INCH LACERATION TO HER HEAD. C-2 WAS PUNCHED IN THE HEAD AND NECK AND SUSTAINED SCRATCHES ON HIS NECK. C-3 WAS UNINJURED WHEN ONE OF THE SUSPECTS SWUNG AT HIM AND MISSED. THE COMPLAINANTS DO NOT KNOW WHICH SUSPECTS THREW THE TABLE OR JUMPED ON C-2. C-1 WAS TRANSPORTED TO GW HOSPITAL AND ADMITTED BY [REDACTED] THE COMPLAINANTS DESCRIBE THE SUSPECTS AS HAVING BEEN CASUALLY DRESSED. THE SUSPECTS WERE LAST SEEN RUNNING EASTBOUND ON M ST.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE	REPORTING OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR	SUPERVISOR'S EMAIL	BADGE NUMBER	ELEMENT	REVIEWER	STATUS OPEN

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT 2D	BEAT 208	RA	ORIGINAL CLASSIFICATION ADW OTHER DANGEROUS WEAPON	COMPLAINT NUMBER 10150742
	DATE OF THIS REPORT 10/17/2010			REPORTING ELEM. CID	CLASSIFICATION OF REPORT CHANGED TO:
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT. 10/17/2010 / 0540		EVENT LOCATION 1919 M ST NW	PROPERTY TYPE PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
<div style="background-color: black; height: 100px; width: 100%;"></div>					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A					
A	IS THERE A WITNESS?	YES	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR(S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:

Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.

WACIIS SUPP #: 2DDU10-4507/1
BRIEF DESCRIPTION: ADW-OTHER
SOURCE OF INFO: FOLLOW UP
NARRATIVE TEXT: CCN: 10-150742

PSA: 208

DATE/TIME: SUNDAY, OCTOBER 17, 2010, AT 0330 HOURS

LOCATION: 1919 M ST NW

CLASSIFICATION: ADW-OTHER TABLE

CLEAR NIGHT

EVENT: On the above date and time, the above complainants, and witness-1 were all leaving the "Midtown" night club, when all three complainants were attacked by several black male subject.

Complainant-1 was transported from the scene by ambulance for a head injury she sustained when she was struck in the head by a metal table. The undersigned went to George Washington hospital to interview the complainant, who only remembers vaguely what

happen to cause her injury.

The undersigned interviewed complainant-2, who informed me that he and his friend left a club and were about to go back to their vehicle when they encounter several black male subjects about six to ten guys. Complainant-2 said that one of the subject started calling him names, like "White boy." Complainant-2 said that one of the subjects wanted to flirt with complainant-1. Complainant-2 said that one of the subjects asked him "why are you with that Spanish woman."

Complainant-2 said he informed the subject that he and his friends weren't looking for any problems, but three of the subjects immediately attacked him and started punching and knocking him to the ground.

During the assault, one of the subjects picked up a metal table from the outside ground of Cosi restaurant and swung that table into the direction of complainant 1,2, and 3, however, the table smashed into the head of complainant-1 and knocked her unconscious.

Complainant-2 tried to fight the subjects back and believed that he struck one of the subjects hard enough to cause that subject's some injuries. Complainant-2 said that once he saw that complainant-1 was injured, he ran to her aid.

Complainant-3 was standing there when the unknown subjects attacked complainant-1 and 2. Complainant -3 said that several approached them and tried to have a confrontation with them. Complainant-3 said the he and complainant-2 tried to defused the situation before it got out of hand, but the subjects weren't having it.

Complainant-3 said that one of the subjects walked over to him, as if, he was going to sucker punch complainant-3, but instead, another subjects came over and started swing at complainant-3, however, the subject missed. Complainant-3 said the forth subjects grabbed the table and swung it in the direction of him, complainant-1 and 2, but the chair struck complainant-1 and knocked her to the ground.

After the subjects assaulted the complainants, the entire subject fled on foot east on M St. W-1 told the undersigned that she was inside her vehicle trying to identify the person who own a phone she found. W-1 said she looked up and saw complainant-2 chasing behind several subject. W-1 said she looked over in the direction where complainant-1 and 3 were and saw complainant-1 lying on the ground bleeding profusely.

EVIDNECE: Complainant-1 was rush to the hospital with a large gash to her head on the left side. Complainant-1 was treated at GW, she was in good sprit, however, the attending physician informed the undersigned that based upon the way C-1 obtained her injuries, she wanted to keep C-1 overnight for observation.

INVESTIGATIVE LEADS: The undersigned checked the area for video surveillance, but none was located. The undersigned ran veritracks for these report number with negative results. Although there were at least six to ten suspects, complainant-3 assured me that only four to five were involved. Detective Bovino was asked to follow up on complainant-1 condition at the hospital.

SUSPECT:

S-1: B/M DARK COMPLEXION, 25, 5'8, SLIM BUILD ABOUT 160-170LBS., AND WEARING A TAN VEST BUT THE SUSPECT WAS CASUALLY DRESSED

S-2: B/, DARK COMPLEXION, 22, 5'6 180-200LBS. AND ALSO CASUALLY DRESSED

S-3: B/M

S-4: B/M AND S-5 THROUGH WERE ALL B/M

STATUS		TELETYPE NO.		SOLVABILITY RATING		SOLVABILITY CLASSIFICATION	
OPEN							
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION			
SUSPENDED							
REPORTING MEMBER'S SIGNATURE		BADGE	ELEM	INVESTIGATOR'S SIGNATURE		BADGE	ELEM
						D21386	CID
SUPERVISOR'S SIGNATURE		BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER			
SUPERVISOR		BADGE	ELEM	REVIEWER			

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10150742
	DATE OF THIS REPORT			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
	10/17/2010			CID	
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
		10/17/2010 / 0540		1919 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION			WHERE ENTERED	TOOLS/WEAPONS
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	YES	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:		Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.			
WACIIS SUPP #: 2DDU10-4507/2 BRIEF DESCRIPTION: Victim's medical status check NARRATIVE TEXT: On 10-17-10, at approximately 1240 hours, Detective Paprcka responded to George Washington Hospital to check on the status of the complainant [REDACTED] and was informed by [REDACTED] that she was currently in surgery. There is no further information.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
				D20020	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ADW OTHER DANGEROUS WEAPON	10150742
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	11/24/2010		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
		10/17/2010 / 0540		1919 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	YES	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
WACIIS SUPP #: 2DDU10-4507/3 BRIEF DESCRIPTION: ADW-OTHER SOURCE OF INFO: FOLLOW UP NARRATIVE TEXT: FOLLOW UP ON 11-24-10, THE UNDERSIGNED CALL COMPLAINANT-2 AND REQUESTED THAT HE CONTACT COMPLAINANT-1 AND GIVE HER MY NUMBER. I EXPLAINED TO COMPLAINANT-2 THAT THE NUMBER I HAD FOR COMPLAINANT-1 WASN'T VALID. THEREFORE, I ASKED HIM TO GIVE HER MY NUMBER AND HAVE HER GIVE ME A CALL.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION			SUPERVISOR'S RECOMMENDATION		
SUSPENDED					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
				D21386	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

Case No. :10150742

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252B

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Public MPD Document

**Metropolitan Police
Department Washington,
D.C.**

Incident - Based Event Report

REPORT NUMBER: 10161345



PART I - CLASSIFICATION OF EVENT

TYPE OF REPORT Incident	EVENT START DATE / TIME 11/06/2010 / 0300	EVENT END DATE / TIME 11/06/2010 / 0310	DATE OF REPORT 11/06/2010	TIME OF REPORT 0510
DISTRICT 2D	SECTOR	PSA 208	COMPLAINT NUMBER 10161345	
EVENT LOCATION ADDRESS 1916 M ST NW	POSITION	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE
EVENT NO. 1 DAMAGE TO PROPERTY				
FORCED ENTRY NO	POINT OF ENTRY	Method Used	WEATHER CONDITIONS	
SUSPECTED HATE CRIME?	SECURITY SYSTEM	LOCATION TYPE	DESIGNATED AREAS	

PART II - VICTIM INFORMATION

1	TYPE COMPLAINANT	NAME OF COMPLAINANT/VICTIM MCDONALDS			RELATED TO EVENT NO(S). 1	VICTIM TYPE BUSINESS/ORGANIZATION
	DATE OF BIRTH	AGE RANGE	SEX	HOME PHONE (202) 296-8839	BUSINESS PHONE	
	RACE / ETHNICITY			HOME ADDRESS 1916 M ST NW, WASHINGTON, DC 20011		
	BUSINESS ADDRESS/SCHOOL		OCCUPATION	IS EVENT RELATED TO OCCUPATION?		
	ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM					

PART III - PROPERTY

Codes		S = Stolen	I = Impound	L = Lost	E = Evidence			V = Vehicle from which theft occurred				
		R = Recovered	P = Suspected	proceeds of crime			F = Found		D = Alleged drug type		O = Other	
	Code	Description of Item(s)	Serial Number / Operation ID No.	Model No.	Color	Size	Quantity	Comp. Value	Age	MPDC Value	Property Book & Page No.	Location of Property Book
1	OTHER INVOLVED PROPERTY	FRONT DOOR					1	300.00		300.00		2D
								TOTAL VALUE				

NARRATIVE Describe event and action taken.

R-1 reports for C-1 that a female accidentally pushed the front door with to much force and broke the hing. The female was last seen leaving in a green vehicle with unknown state temp. tag# [REDACTED] wast on L street N.W.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE	REPORTING OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR	SUPERVISOR'S EMAIL	BADGE NUMBER	ELEMENT	REVIEWER	STATUS
WHITE, WILLIAM G		S0894	2D		OPEN

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MPD INTERNAL Document: Not For Public Distribution

Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 11012304

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 01/28/2011 / 1830	EVENT END DATE / TIME 01/28/2011 / 1850	DATE OF REPORT 01/28/2011	TIME OF REPORT 2009	
DISTRICT 2D	SECTOR	PSA 208	COMPLAINT NUMBER 11012304		
EVENT LOCATION ADDRESS 1916 M ST NW		POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE
EVENT NO. 1 UNLAWFUL ENTRY					
EVENT NO. 2 SIMPLE ASSAULT					
EVENT NO. 3 OTHER MISDEMEANORS					
FORCED ENTRY NO	POINT OF ENTRY DOOR	Method Used		WEATHER CONDITIONS CLEAR	
SUSPECTED HATE CRIME?	SECURITY SYSTEM CAMERA	LOCATION TYPE RESTAURANT	DESIGNATED AREAS CUSTOMER AREA		
PART II - VICTIM INFORMATION					
<div style="position: absolute; left: 5px; top: 50%; transform: translateY(-50%); font-weight: bold;">1</div>					
ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM					
TYPE COMPLAINANT	NAME OF COMPLAINANT/VICTIM MCDONALDS		RELATED TO EVENT NO(S). 1,2	VICTIM TYPE BUSINESS/ORGANIZATION	
DATE OF BIRTH	AGE RANGE	SEX	HOME PHONE (202) 293-8839	BUSINESS PHONE	
RACE / ETHNICITY		HOME ADDRESS 1916 M ST NW, WASHINGTON, DC 20009			
BUSINESS ADDRESS/SCHOOL		OCCUPATION	IS EVENT RELATED TO OCCUPATION? YES		
ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM					
TYPE COMPLAINANT	NAME OF COMPLAINANT/VICTIM CHINA CAFE		RELATED TO EVENT NO(S). 3	VICTIM TYPE BUSINESS/ORGANIZATION	
DATE OF BIRTH	AGE RANGE	SEX	HOME PHONE (202) 457-0466	BUSINESS PHONE	
RACE / ETHNICITY		HOME ADDRESS 1990 M ST NW, WASHINGTON, DC 20009			
BUSINESS ADDRESS/SCHOOL		OCCUPATION	IS EVENT RELATED TO OCCUPATION? YES		
ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM					

Plaintiff004165

PART III - WITNESS

IS VICTIM #1 THE REPORTING PERSON?
IF NO, ENTER THE NAME, ADDRESS, AND
PHONE NUMBER OF THE REPORTING PERSON.

NAME:

NO

Address:

DID THE REPORTED EVENT
OCCUR AS A RESULT OF AN
INTRA-FAMILY MATTER?

NO

WAS PD FORM
378A ISSUED?

IS CPO/TPO
OUTSTANDING?

NO

IF YES, ENTER CPO/TPO #:

IS VICTIM #1 THE REPORTING PERSON?
IF NO, ENTER THE NAME, ADDRESS, AND
PHONE NUMBER OF THE REPORTING PERSON.

NAME:

NO

Address:

DID THE REPORTED EVENT
OCCUR AS A RESULT OF AN
INTRA-FAMILY MATTER?

NO

WAS PD FORM
378A ISSUED?

IS CPO/TPO
OUTSTANDING?

NO

IF YES, ENTER CPO/TPO #:

INJURIES Use the following codes to describe injuries.

N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth

L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious

	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	N	NONE				

PART V - VEHICLE INFORMATION

Code	Year	Make	Model	Color	Body
------	------	------	-------	-------	------

1

WEAPONS USED IN OFFENSE

FIREARM	OTHER OTHER	COLOR	MAKE	MODEL	CALIBER
---------	----------------	-------	------	-------	---------

PART VII - MISSING PERSON(S)

NARRATIVE Describe event and action taken.

R1 reports for C1 that S1 entered the listed location through the front door, despite being previously barred on 08/28/2010 at 3:05 PM by the establishment's Manager. When C2 told S1 to leave the restaurant, S1 became irate and threw various bills and coins of U.S. currency, striking C2 in the face. S1 then exited the listed location and entered the China Cafe, located next door at 1990 M St NW, where he had been asked to leave several times throughout the day. Upon MPD arrival to the China Cafe, S1 pulled the fire alarm inside and stated "Yeah, I pulled that shit!". S1 was placed under arrest and transported to the Second District for processing.

PD252 Non-Public Narrative

ith the [REDACTED] a black male with no fixed address [REDACTED]
[REDACTED]

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE DIEMER, MICHAEL D	REPORTING OFFICER'S EMAIL	BADGE NUMBER 5268	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR JETER, BRYANT A	SUPERVISOR'S EMAIL	BADGE NUMBER S0879	ELEMENT 2D	REVIEWER	STATUS CLOSED BY ARREST

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Public MPD Document

**Metropolitan Police
Department Washington,
D.C.**

Incident - Based Event Report



REPORT NUMBER: 11012304

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT Offense	EVENT START DATE / TIME 01/28/2011 / 1830	EVENT END DATE / TIME 01/28/2011 / 1850	DATE OF REPORT 01/28/2011	TIME OF REPORT 2009	
DISTRICT 2D	SECTOR	PSA 208	COMPLAINT NUMBER 11012304		
EVENT LOCATION ADDRESS 1916 M ST NW	POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE	
EVENT NO. 1 UNLAWFUL ENTRY					
EVENT NO. 2 SIMPLE ASSAULT					
EVENT NO. 3 OTHER MISDEMEANORS					
FORCED ENTRY NO	POINT OF ENTRY DOOR	Method Used	WEATHER CONDITIONS CLEAR		
SUSPECTED HATE CRIME?	SECURITY SYSTEM CAMERA	LOCATION TYPE RESTAURANT	DESIGNATED AREAS CUSTOMER AREA		

PART II - VICTIM INFORMATION

1

2

3

IS VICTIM #1 THE REPORTING PERSON? IF NO, ENTER THE NAME, ADDRESS, AND PHONE NUMBER OF THE REPORTING PERSON.

NAME:

Address:

NO

DID THE REPORTED EVENT OCCUR AS A RESULT OF AN INTRA-FAMILY MATTER?

A. WAS PD FORM 378A ISSUED?

IS CPO/TPO OUTSTANDING?

NO

NO

IS VICTIM #1 THE REPORTING PERSON? IF NO, ENTER THE NAME, ADDRESS, AND PHONE NUMBER OF THE REPORTING PERSON.

NAME:

Address:

NO

DID THE REPORTED EVENT OCCUR AS A RESULT OF AN INTRA-FAMILY MATTER?

A. WAS PD FORM 378A ISSUED?

IS CPO/TPO OUTSTANDING?

IF YES, ENTER CPO/TPO #:

NO

NO

INJURIES Use the following codes to describe injuries.

N = None Visible

O=Other Major Injury

M = Apparent Minor Injury

I = Possible Internal Injury

T = Loss of Teeth

T = Loss of Teeth

B = Apparent Broken Bones

G = Gunshot

U = Unconscious

	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	N	NONE				

PART V - SUSPECT INFORMATION							
1	TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
	SUSPECT	BLACK / UNKNOWN	MALE	64	5' 06" - 5' 1"	155 - 165	BROWN
	HAIR	COMPLEXION	SCARS	FACIAL HAIR	HAT	COAT / JACKET	
	BLACK	MEDIUM		MUSTACHE			
	PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
WEAPONS USED IN OFFENSE							
	FIREARM	OTHER		COLOR	MAKE	MODEL	CALIBER
		OTHER					

NARRATIVE Describe event and action taken.

R1 reports for C1 that S1 entered the listed location through the front door, despite being previously barred on 08/28/2010 at 3:05 PM by the establishment's Manager. When C2 told S1 to leave the restaurant, S1 became irate and threw various bills and coins of U.S. currency, striking C2 in the face. S1 then exited the listed location and entered the China Cafe, located next door at 1990 M St NW, where he had been asked to leave several times throughout the day. Upon MPD arrival to the China Cafe, S1 pulled the fire alarm inside and stated "Yeah, I pulled that shit!". S1 was placed under arrest and transported to the Second District for processing.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED			
TELETYPE #	REPORTING OFFICER'S SIGNATURE DIEMER, MICHAEL D	REPORTING OFFICER'S EMAIL	BADGE NUMBER 5268	ELEMENT 2D		
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT		
SIGNATURE OF SUPERVISOR JETER, BRYANT A	SUPERVISOR'S EMAIL	BADGE NUMBER S0879	ELEMENT 2D	REVIEWER	STATUS CLOSED BY ARREST	

Case No. :11012304

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252, PD252B

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Public MPD Document



Metropolitan Police
Department Washington,
D.C.

Incident - Based Event Report

REPORT NUMBER: 11016224

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT Offense	EVENT START DATE / TIME 02/06/2011 / 0117	EVENT END DATE / TIME	DATE OF REPORT 02/06/2011	TIME OF REPORT 0301	
DISTRICT 2D	SECTOR	PSA 207	COMPLAINT NUMBER 11016224		
EVENT LOCATION ADDRESS 1900 M ST NW	POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE	
EVENT NO. 1 ADW OTHER DANGEROUS WEAPON					
EVENT NO. 2 ASSAULT WITH SIGNIFICANT BODILY INJURY					
FORCED ENTRY NO	POINT OF ENTRY	Method Used		WEATHER CONDITIONS CLEAR	
SUSPECTED HATE CRIME?	SECURITY SYSTEM CAMERA	LOCATION TYPE BAR/NIGHT CLUB	DESIGNATED AREAS CUSTOMER AREA		
PART II - VICTIM INFORMATION					
1	TYPE COMPLAINANT	NAME OF COMPLAINANT/VICTIM		RELATED TO EVENT NO(S). 1	VICTIM TYPE INDIVIDUAL
	DATE OF BIRTH	AGE RANGE 28	SEX MALE	HOME PHONE	BUSINESS PHONE
	RACE / ETHNICITY WHITE		HOME ADDRESS		
	BUSINESS ADDRESS/SCHOOL	OCCUPATION	IS EVENT RELATED TO OCCUPATION?		
	ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM				
2	TYPE COMPLAINANT	NAME OF COMPLAINANT/VICTIM		RELATED TO EVENT NO(S). 2	VICTIM TYPE INDIVIDUAL
	DATE OF BIRTH	AGE RANGE 28	SEX MALE	HOME PHONE	BUSINESS PHONE
	RACE / ETHNICITY WHITE		HOME ADDRESS		
	BUSINESS ADDRESS/SCHOOL	OCCUPATION	IS EVENT RELATED TO OCCUPATION?		
	ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM				

INJURIES Use the following codes to describe injuries.								
N = None Visible		O = Other Major Injury		M = Apparent Minor Injury		I = Possible Internal Injury		T = Loss of Teeth
T = Loss of Teeth		B = Apparent Broken Bones			G = Gunshot		U = Unconscious	
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	M	APPARENT MINOR INJURY				
2	COMPLAINANT	2	S	SWELLING				

PART V - SUSPECT INFORMATION							
	TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
	SUSPECT	WHITE	MALE		- 6' 0"		
	HAIR	COMPLEXION	SCARS	FACIAL HAIR	HAT	COAT / JACKET	
1	PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
WEAPONS USED IN OFFENSE							
	FIREARM	OTHER	COLOR	MAKE	MODEL	CALIBER	
		OTHER					

NARRATIVE Describe event and action taken.

C-1 AND C-2 REPORTS THAT ON THE LISTED DATE, TIME INSIDE THE LISTED LOCATION (RUMORS NIGHT CLUB), C-1 WAS APPROACHED BY S-1 WHO STATED: "YOU LIKE DANCING WITH MY WIFE" AND PUSHED C-1 AND THEN STRUCKED HIM WITH A BEER BOTTLE ON THE RIGHT SIDE OF HIS FACE. C-2 THEN GOT STRUCKED WITH UNKNOWN OBJECT ON HIS RIGHT SIDE OF HIS FACE. S-1 THEN LEFT THE SCENE IN AN UNKNOWN DIRECTION. C-1 WAS TRANSPORTED TO G.W. HOSPITAL BY AMBULANCE #1. C-2 REFUSED TREATMENT. C-1 WAS TREATED AND RELEASED BY [REDACTED] RUMORS NIGHT CLUB-1900 M ST NW MANAGER ON DUTY: [REDACTED] INVESTIGATOR ON SCENE: SHAKOOR, J. #15. RUMORS NIGHT CLUB ABC LICENSE #26069

EVIDENCE TECHNICIAN/CSSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED			
TELETYPE #	REPORTING OFFICER'S SIGNATURE	REPORTING OFFICER'S EMAIL	BADGE NUMBER	ELEMENT		
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT		
SIGNATURE OF SUPERVISOR	SUPERVISOR'S EMAIL	BADGE NUMBER	ELEMENT	REVIEWER	STATUS	
WHITE, WILLIAM G		S0894	2D		OPEN	

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MPD INTERNAL Document: Not For Public Distribution

Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 11036920

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 03/19/2011 / 0120	EVENT END DATE / TIME 03/19/2011 / 0122	DATE OF REPORT 03/19/2011	TIME OF REPORT 0225	
DISTRICT 2D	SECTOR	PSA 208	COMPLAINT NUMBER 11036920		
EVENT LOCATION ADDRESS 1916 M ST NW	POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE	
EVENT NO. 1 ASSAULT WITH SIGNIFICANT BODILY INJURY					
FORCED ENTRY NO	POINT OF ENTRY	Method Used	WEATHER CONDITIONS CLEAR		
SUSPECTED HATE CRIME?	SECURITY SYSTEM	LOCATION TYPE RESTAURANT	DESIGNATED AREAS CUSTOMER AREA		

PART II - VICTIM INFORMATION

1	
2	
3	

PART III - WITNESS**INJURIES Use the following codes to describe injuries.**

N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth
 L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious

	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	A	ABRASION				
2	COMPLAINANT	2	N	NONE				
3	COMPLAINANT	3	N	NONE				

PART V - VEHICLE INFORMATION

Code	Year	Make	Model	Color	Body
------	------	------	-------	-------	------

PART VI - SUSPECT INFORMATION

1								
	FIREARM		OTHER PERSONAL WEAPONS (HANDS, ETC.)		COLOR	MAKE	MODEL	CALIBER
2	TYPE SUSPECT	SUSPECT NAME 11036920, UNKNOWN 2	DOB	RACE / ETHNICITY HISPANIC / HISPANIC ORIGIN	SEX MALE	HEIGHT 5' 09" - 5' 10"	WEIGHT 160 - 170	
	EYES	EXACT AGE OR RANGE 20 - 25	COMPLEXION LIGHT	SCARS	HAIR BROWN	HAT	PANTS	
	FACIAL HAIR		COAT / JACKET	BLOUSE / SHIRT	HOME PHONE		OTHER PHONE	
	WORK PHONE		HOME ADDRESS		OCCUPATION	WORK ADDRESS		
	PERPETRATOR SUSPECTED OF USING							
	WEAPONS USED IN OFFENSE							
	FIREARM		OTHER PERSONAL WEAPONS (HANDS, ETC.)		COLOR	MAKE	MODEL	CALIBER

PART VII - MISSING PERSON(S)

NARRATIVE Describe event and action taken.

C-2 REPORTS THAT WHILE INSIDE THE LISTED LOCATION, S-1 STARTED TO VERBALLY ABUSE C-2 AND C-3 AND THROW FRENCH FRIES AT THEM. S-1 THEN PUSHED C-2 AND C-3 AT WHICH TIME C-1 INTERVIENED. S-1 AND S-2 BEGAN TO PUNCH C-1 ABOUT THE FACE WITH CLOSED FISTS CAUSING THE LISTED INJURIES. C-2 AND C-3 WERE ALSO PUNCHED WHILE ATTEMPTING TO STOP S-1 AND S-2. S-1 AND S-2 FLED S/B FROM THE 1200 BLOCK OF 19TH STREET. AMBULANCE 1 TRANSPORTED C-1 TO GW HOSPITAL FOR TREATMENT.

PD252 Non-Public Narrative

INVESTIGATOR NOTIFIED: TABRON, 2D8

NARRATIVE: AREA WAS CANVASSED WITH NEGATIVE RESULTS. CRUIZER 2080 WAS ON THE SCENE. 2D8 RESPONDED TO GW HOSPITAL.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE JANKOWSKI, MICHAEL D	REPORTING OFFICER'S EMAIL	BADGE NUMBER 4795	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR DYSON, RENEE L	SUPERVISOR'S EMAIL	BADGE NUMBER S0774	ELEMENT FSSD	REVIEWER	STATUS OPEN

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**Metropolitan Police
Department Washington,
D.C.**

Incident - Based Event Report



REPORT NUMBER: 11036920

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT Offense	EVENT START DATE / TIME 03/19/2011 / 0120		EVENT END DATE / TIME 03/19/2011 / 0122	DATE OF REPORT 03/19/2011	TIME OF REPORT 0225
DISTRICT 2D	SECTOR		PSA 208	COMPLAINT NUMBER 11036920	
EVENT LOCATION ADDRESS 1916 M ST NW		POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE
EVENT NO. 1 ASSAULT WITH SIGNIFICANT BODILY INJURY					
FORCED ENTRY NO	POINT OF ENTRY		Method Used	WEATHER CONDITIONS CLEAR	
SUSPECTED HATE CRIME?	SECURITY SYSTEM		LOCATION TYPE RESTAURANT	DESIGNATED AREAS CUSTOMER AREA	

PART II - VICTIM INFORMATION

1

2

3

INJURIES Use the following codes to describe injuries.

N = None Visible		O=Other Major Injury		M = Apparent Minor Injury		I = Possible Internal Injury		T = Loss of Teeth	
T = Loss of Teeth		B = Apparent Broken Bones			G = Gunshot		U = Unconscious		
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY		WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	A	ABRASION					
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY		WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
2	COMPLAINANT	2	N	NONE					
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY		WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
3	COMPLAINANT	3	N	NONE					

PART V - SUSPECT INFORMATION							
1	TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
	SUSPECT	WHITE	MALE	20 - 25	5' 08" - 5' 09"	160 - 170	
	HAIR BLACK	COMPLEXION LIGHT	SCARS	FACIAL HAIR	HAT	COAT / JACKET	
	PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
	WEAPONS USED IN OFFENSE						
	FIREARM	OTHER PERSONAL WEAPONS (HANDS, ETC.)	COLOR	MAKE	MODEL	CALIBER	

PART V - SUSPECT INFORMATION							
2	TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
	SUSPECT	HISPANIC / HISPANIC ORIGIN	MALE	20 - 25	5' 09" - 5' 10"	160 - 170	
	HAIR BROWN	COMPLEXION LIGHT	SCARS	FACIAL HAIR	HAT	COAT / JACKET	
	PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
	WEAPONS USED IN OFFENSE						
	FIREARM	OTHER PERSONAL WEAPONS (HANDS, ETC.)	COLOR	MAKE	MODEL	CALIBER	

NARRATIVE Describe event and action taken.

C-2 REPORTS THAT WHILE INSIDE THE LISTED LOCATION, S-1 STARTED TO VERBALLY ABUSE C-2 AND C-3 AND THROW FRENCH FRIES AT THEM. S-1 THEN PUSHED C-2 AND C-3 AT WHICH TIME C-1 INTERVIENED. S-1 AND S-2 BEGAN TO PUNCH C-1 ABOUT THE FACE WITH CLOSED FISTS CAUSING THE LISTED INJURIES. C-2 AND C-3 WERE ALSO PUNCHED WHILE ATTEMPTING TO STOP S-1 AND S-2. S-1 AND S-2 FLED S/B FROM THE 1200 BLOCK OF 19TH STREET. AMBULANCE 1 TRANSPORTED C-1 TO GW HOSPITAL FOR TREATMENT.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE JANKOWSKI, MICHAEL D	REPORTING OFFICER'S EMAIL	BADGE NUMBER 4795	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR DYSON, RENEE L	SUPERVISOR'S EMAIL	BADGE NUMBER S0774	ELEMENT FSSD	REVIEWER	STATUS OPEN

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT 2D	BEAT 208	RA	ORIGINAL CLASSIFICATION ASSAULT WITH SIGNIFICANT BODILY INJURY	COMPLAINT NUMBER 11036920
	DATE OF THIS REPORT 03/19/2011			REPORTING ELEM. CID	CLASSIFICATION OF REPORT CHANGED TO:
DATE AND TIME OF EVENT 03/19/2011 / 0120-03/19/2011 / 0122		DATE AND TIME OF ORIG. RPT. 03/19/2011 / 0225		EVENT LOCATION 1916 M ST NW	PROPERTY TYPE PRIVATE
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	CUSTOMER AREA				
VICTIM INFORMATION:					
TYPE	NAME(Last,First,Middle)		SEX	RACE	DATE OF BIRTH
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		11036920, UNKNOWN 1, Nickname: UNK; 11036920, UNKNOWN 2, Nickname: UNK
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:

Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.

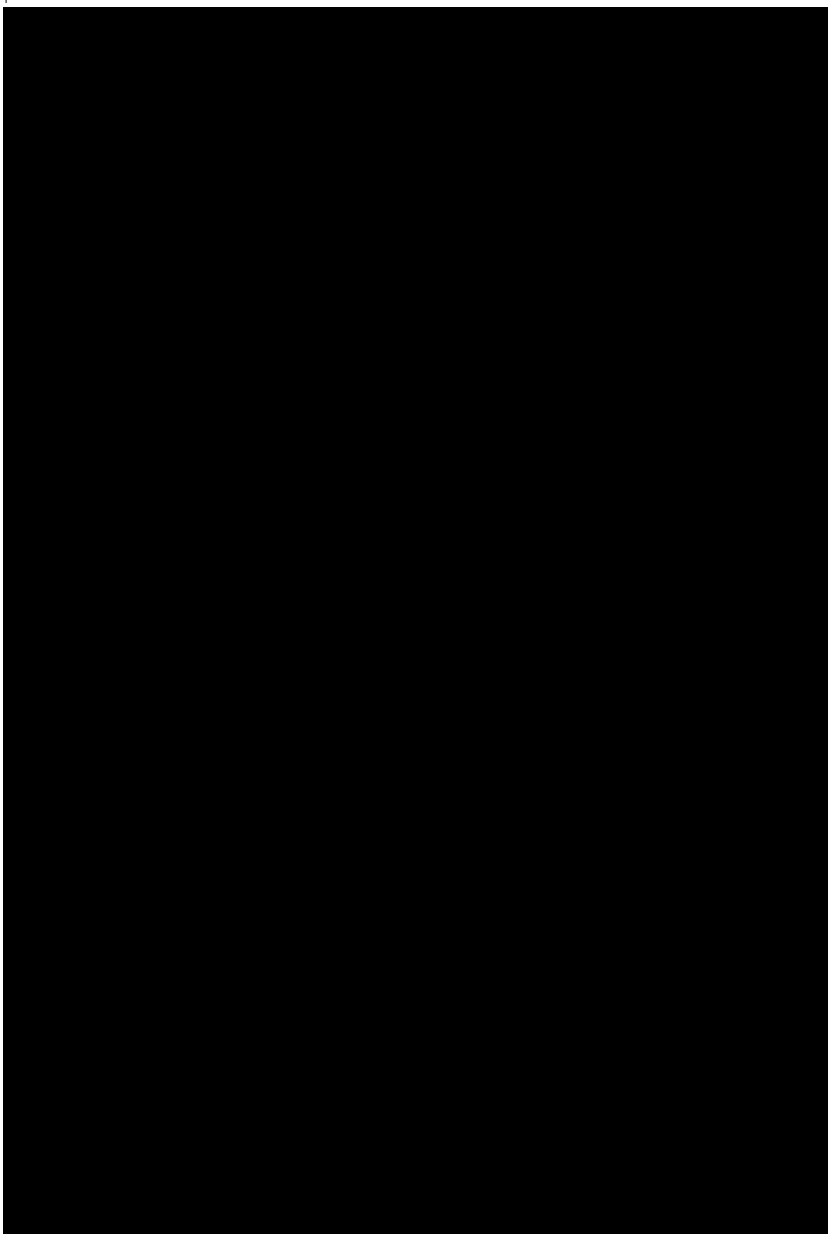
WACIIS SUPP #: 2DDU11-1176/1
BRIEF DESCRIPTION: FELONY ASSAULT
SOURCE OF INFO: FOLLOW UP
NARRATIVE TEXT: CCN: 11036920

PSA: 208

DATE/TIME: SATURDAY, MARCH 19, 2011, AT 0120 HRS.

CLASSIFICATION: FELONY ASSAULT

LOCATION: 1916 M ST NW



On 3/19/2011 at 1:10 am (est) [REDACTED]
McDonalds at [REDACTED]

1916 M St. NW Washington, DC. The two ladies and myself were standing in line ordering food while [REDACTED] went to save a seat. While standing in line 3 gentlemen entered McDonalds and were standing in line behind us.

Description: #1: Male, white, 5'10 (est), 160 lbs (est), dark hair, mild facial hair, wearing blue jeans with a vertical striped blue and white Argentina jersey with no player or number indication

#2: Male, possibly Hispanic, 5'10 (est), 180 lbs (est), dark hair, white front facing baseball cap, blue shirt, blue jeans

#3: Male, possibly Hispanic or middle eastern decent, 5'7-5'8 (est), 150 lbs (est), dark hair, red and gray cardigan, blue jeans

While we were waiting on our food the three gentlemen started trying to talk to us, flirting, trying to get attention, we ignored all three and did not respond. We went and sat down at the right side of the McDonalds with [REDACTED] and started to eat our food. The gentlemen sat about 3 feet away from us on the same side of the restaurant. While we were eating gentlemen #1 started to throw his French fries at [REDACTED] to get her attention. Obviously being rude, our table asked them to stop and leave us alone, that what they did was uncalled for and rude. They proceeded to shout obscenities at us. Due to the nature of what they were saying, [REDACTED] spoke up to them and told gentlemen #1 "Dude, shut up and sit down. That is why you are wearing an Argentina jersey with no numbers because you're cheap and can't afford anything." The guy ended up jumping up from the table and screamed at [REDACTED]: "Shut the F*** up four eyes! Do you have a problem with me?" [REDACTED] proceeded to start to get up from the table, I told him to sit down (which he did) and got up and blocked the guy telling him he needed to sit down and shut up. Gentleman #2 stood up and the 2 of them got in my face. [REDACTED] got up and stood behind me trying to help me have everyone just sit down. I ended up being shoved so I reached out and slapped gentleman #1 across the face. He proceeded to shove me again. At this point everyone from both tables were standing. I'm assuming that because [REDACTED] had gotten up and was moving towards the situation and because that is who the gentlemen were trying to fight they ended up throwing the first punch. Gentleman #1 hit [REDACTED] in the eye and knocking over [REDACTED] into a table. I grabbed and pushed gentleman #1 into the table trying to get him to stop. Gentleman #2 hit [REDACTED] in his left temple and then gentleman #1 jumped back in assaulting [REDACTED] again. In between there was a mix of myself, [REDACTED] and gentleman #3 trying to break up the rest of the fight which I do not know the details of. Gentleman #3 did not get involved in a negative way until the end possibly because he got hit at some point. At this point myself and [REDACTED] were screaming for them to leave and I proceeded to tell yell "I'm calling the police." I followed them out of the McDonalds with 9-1-1 Emergency Services at 1:24 am and gave the operator my information and proceeded to tell her that the gentleman had left and walked down 19th and M St heading towards 20th street. Officer Jankowski (badge # 4795) arrived along with 2 other officers, we filed a formal complaint and the ambulance showed up and took [REDACTED] to the hospital

INVESTIGATIVE LEADS: The undersigned will follow up with McDonald to ascertain if they have any video recording of the incident. The complainant didn't know any of the suspects, however, it is my understanding that one of the suspects probably used their credit card to make the purchase.

STATUS		TELETYPE NO.		SOLVABILITY RATING		SOLVABILITY CLASSIFICATION	
OPEN							
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION			
SUSPENDED							
REPORTING MEMBER'S SIGNATURE		BADGE	ELEM	INVESTIGATOR'S SIGNATURE		BADGE	ELEM

Plaintiff004181

	4795	2D		D21386	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ASSAULT WITH SIGNIFICANT BODILY INJURY	11036920
	DATE OF THIS REPORT			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
	03/23/2011			CID	
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
03/19/2011 / 0120-03/19/2011 / 0122		03/19/2011 / 0225		1916 M ST NW	PRIVATE
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	CUSTOMER AREA				
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		11036920, UNKNOWN 1, Nickname: UNK; 11036920, UNKNOWN 2, Nickname: UNK
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:

Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.

WACIIS SUPP #: 2DDU11-1176/2
BRIEF DESCRIPTION: FELONY ASSAULT
SOURCE OF INFO: FOLLOW UP
NARRATIVE TEXT: FOLLOW UP

ON 3-23-11, AT 0100 HOURS, THE UNDERSIGNED RESPONDED TO 1916 M ST NW, (MCDONALD RESTAURANT) TO FOLLOW UP ON THIS CASE. IT WAS MY UNDERSTANDING THAT POSSIBLY, ONE OF THE SUSPECTS INVOLVED IN THE ASSAULT POSSIBLY USED THEIR CREDIT CARD TO MAKE A PURCHASE PRIOR TO THE ATTACK.

THE UNDERSIGNED SPOKE WITH [REDACTED], THE NIGHT MANAGER WHO WAS ON DUTY WHEN I ARRIVE, SHE SAID SHE WASN'T WORKING THE NIGHT OF THE ASSAULT, HOWEVER, SHE INFORMED ME THAT THE DUTY MANAGERS FOR THAT EVENING WERE [REDACTED]."

[REDACTED] ALSO INFORMED ME THAT SHE WAS UNABLE TO SHOW ME THE VIDEO CAPTURE OF THE ASSAULT, HOWEVER, HER BOSS "DAMARIO" WAS WORKING THERE ON 3-23-11 FROM 12 TO 3PM.

[REDACTED] ASKED ME TO RETURN THAN AND SPEAK WITH DAMARIO ABOUT REVIEWING THE VIDEO.

ON 3-23-11, AT 1230 HOURS, THE UNDERSIGNED WENT BACK TO THE MCDONALD AND MET WITH DAMARIO, THE RESTAURANT MANAGER. AFTER A BRIEF CONVERSATION ABOUT THE ASSAULT, SHE ASSISITED ME BY SHOWING ME THEIR VIDEO RECORDING UNIT FOR THE RESTAURANT.

ALTHOUGH IT TOOK A WHILE TO FIND THE RIGHT TIME MARK ON THE VIDEO, WE WERE ABLE TO LOCATE THE COMPLAINANT AND SUSPECTS ON THE VIDEO. ACCORDING TO THEIR VIDEO, WHICH IS DIFFERENT FROM THE TIME MARK IN THIS REPORT, WHERE OFFICER INDICATED THAT THE EVENT TOOK PLACES FOR THEIR RECORD AT 0120 HOURS, BUT THE TIME MARK ON THE RESTAURANT'S VIDEO IS OFF BY ONE HOUR.

ON 3-19-11, AT 0020 HOURS, THE COMPLAINANTS AND THEIR FRIENDS ARE AT THE RESTAURANT PLACING THEIR ORDER. THE SUSPECTS COMES IN AND THEY PLACE AN ORDER RIGHT AFTER THE COMPLAINANTS.

THE COMPLAINANTS TOOK A SEAT IN THE DINNING AREA PRIOR TO THE SUSPECTS COMPLETING THEIR ORDER. THE SUSPECTS ARE SEEN GOING OVER INTO THE SAME LOCATION WHERE THE COMPLAINANTS ARE SEATED AND IT APPEARS THAT EVERYONE IS ENJOYING THEIR MEALS.

WITHIN OF NINE MINUTES OF THE MEAL, THE COMPLAINANTS AND THE SUSPECT ARE ENGAGE IN A FIST FIGHT. THE FIGHT APPEARS TO LAST A BRIEF MOMENT AND EVERYONE LEAVES THE RESTAURANT.

THE DISTRICT MANAGER WAS ALSO ON THE SCENE WHEN I ARRIVED TODAY AND HE PROMISE ME THAT HE WILL TRY AND HAVE A COPY OF THE VIDEO AVAILABLE BY 3-24-11. THE DISTRICT MANAGER PROVIDED ME WITH A COPY OF THE CREDIT PURCHASES WHICH WERE MADE AROUND THE TIME JUST WHEN THE COMPLAINANT AND THE SUSPECTS CAME INTO THE RESTAURANT.

THE UNDERSIGNED WILL SEARCH THROUGH THE CREDIT CARD RECORDS AND ASCERTAIN WHO MAY WHAT PURCHASES JUST PRIOR TO THE ASSAULT AND ATTEMPT TO FOLLOW UP ON THOSE PEOPLES.

AFTER REVIEW OF THE CREDIT CARDS PURCHASES FOR THE MORNING OF 3-19-11, DURING THE TIME OF 0020 HOURS, THE RESTAURANT RECORDS INDICATE THAT SEVERAL CREDIT CARDS WERE USED AROUND 0021 TO 0037 HOURS WHICH WAS JUST BEFORE THE ASSAULT AND JUST A LITTLE AFTER THE ASSAULT TOOK PLACE.

THE SECOND PROBLEM WITH THIS REPORT IS THAT THE REPORT HAVE NO NAMES BESIDE THE CREDIT OWNERS OR USERS TO INDICATE WHO IS THE ACTUAL OWNER. THE RECIEPTS WERE USELESS AND UNHELPFUL IN THIS INVESTIGATION. THERE WERE NO FURTHER LEADS TO ASSIST THIS INVESTIGATOR IN ASCERTAINING FROM THE RECIEPTS ALONE, WHO WERE THE ACTUAL ATTACKER FROM ANY OTHER GUEST AT THE RESTURANT.

STATUS		TELETYPE NO.		SOLVABILITY RATING		SOLVABILITY CLASSIFICATION	
OPEN							
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION			
SUSPENDED							
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM		
	4795	2D		D21386	CID		
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER				
SUPERVISOR	BADGE	ELEM	REVIEWER				

Case No. :11036920

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252B

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MPD INTERNAL Document: Not For Public Distribution

Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 11085111

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 06/16/2011 / 0132		EVENT END DATE / TIME	DATE OF REPORT 06/16/2011	TIME OF REPORT 0134
DISTRICT 2D	SECTOR		PSA 207	COMPLAINT NUMBER 11085111	
EVENT LOCATION ADDRESS 1916 M ST NW		POSITION IN FRONT OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE
EVENT NO. 1 ROBBERY W/ARMED (GUN)					
EVENT NO. 2 ADW GUN					
FORCED ENTRY NO	POINT OF ENTRY		Method Used	WEATHER CONDITIONS CLEAR	
SUSPECTED HATE CRIME?	SECURITY SYSTEM		LOCATION TYPE SIDEWALK	DESIGNATED AREAS OTHER	

1

2

PART III - WITNESS**INJURIES Use the following codes to describe injuries.**

N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth
 L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious

	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	COMPLAINANT	1	M	APPARENT MINOR INJURY				

	Code	Description of Item(s)	Serial Number / Operation ID No.	Model No.	Color	Size	Qty.	Comp. Value	Age	MPDC Value	Property Book & Page No.	Location of Property Book
1	STOLEN PROPERTY	BAG					1			25.00		
1	STOLEN PROPERTY	BAG					1			25.00		
2	STOLEN PROPERTY	CLOTH WALLET					1	25.00		5.00		
3	STOLEN PROPERTY	US CURRENCY					1	100.00		100.00		
4	STOLEN PROPERTY	CREDIT CARD					1			0.25		
5	STOLEN PROPERTY	MARYLAND PERMIT					1	55.00		55.00		

TOTAL VALUE**PART V - VEHICLE INFORMATION**

Code	Year	Make	Model	Color	Body
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PART VI - SUSPECT INFORMATION

1

WEAPONS USED IN OFFENSE						
FIREARM	OTHER	COLOR	MAKE	MODEL	CALIBER	
FIREARM (TYPE NOT STATED), HANDGUN	OTHER					

2

TYPE	SUSPECT NAME	DOB	RACE / ETHNICITY	SEX	HEIGHT	WEIGHT
SUSPECT	C, T		BLACK	FEMALE	5' 04" - 5' 04"	129 - 129
EYES	EXACT AGE OR RANGE	COMPLEXION	SCARS	HAIR	HAT	PANTS
BROWN	17	MEDIUM		BLACK		
FACIAL HAIR		COAT / JACKET	BLOUSE / SHIRT	HOME PHONE		OTHER
WORK PHONE		HOME ADDRESS		OCCUPATION	WORK ADDRESS	

PERPETRATOR SUSPECTED OF USING

WEAPONS USED IN OFFENSE

FIREARM	OTHER	COLOR	MAKE	MODEL	CALIBER	
FIREARM (TYPE NOT STATED), HANDGUN	OTHER					

3

TYPE	SUSPECT NAME	DOB	RACE / ETHNICITY	SEX	HEIGHT	WEIGHT
SUSPECT	H, T		BLACK	FEMALE	5' 09" - 5' 09"	114 - 114
EYES	EXACT AGE OR RANGE	COMPLEXION	SCARS	HAIR	HAT	PANTS
BROWN	17	MEDIUM		BLACK		
FACIAL HAIR		COAT / JACKET	BLOUSE / SHIRT	HOME PHONE		OTHER PHONE
WORK PHONE		HOME ADDRESS		OCCUPATION	WORK ADDRESS	
		FIXED, NA				

PERPETRATOR SUSPECTED OF USING

WEAPONS USED IN OFFENSE

FIREARM	OTHER	COLOR	MAKE	MODEL	CALIBER	
FIREARM (TYPE NOT STATED), HANDGUN	OTHER					

TYPE	SUSPECT NAME	DOB	RACE / ETHNICITY	SEX	HEIGHT	WEIGHT
SUSPECT	C, M		BLACK	FEMALE	5' 09" - 5' 09"	120 - 120
EYES	EXACT AGE OR RANGE	COMPLEXION	SCARS	HAIR	HAT	PANTS
BROWN	17	MEDIUM		BLACK		
FACIAL HAIR		COAT / JACKET	BLOUSE / SHIRT	HOME PHONE		OTHER PHONE

						(202) 562-3619
4	WORK PHONE		HOME ADDRESS		OCCUPATION	WORK ADDRESS
			113 ELMIRA ST SW, WASHINGTON, DC			
	PERPETRATOR SUSPECTED OF USING					
WEAPONS USED IN OFFENSE						
	FIREARM	OTHER	COLOR	MAKE	MODEL	CALIBER
	FIREARM (TYPE NOT STATED), HANDGUN	OTHER				
PART VII - MISSING PERSON(S)						

NARRATIVE Describe event and action taken.

ON THE LISTED DATE AND TIME AT 1916 M STREET, NW, C-1, C2, & W-1 REPORTS THAT S-1 THROUGH S-4 SURROUNDED C-1. ONE OF THE SUSPECTS SPRAYED MACE IN C-1'S FACE AND THEN ANOTHER SUSPECT PUNCHED AND FORCED HER TO THE GROUND. S-1 THEN TOOK C-1'S LISTED PURSE AND RAN E/B IN THE 1900 BLOCK M STREET, NW. S-2 THROUGH S-4 THEN RAN E/B IN THE 1900 BLOCK OF M STREET, NW. C-2 & W-1 THEN FOLLOWED S-1. S-1 THEN DROPPED C-1'S BAG AT 19TH & M STREET NW. W-1 THEN RECOVERED C-1'S BAG. THE SUSPECTS THEN CONTINUE RUNNING EASTBOUND INTO THE 1600 BLOCK OF K STREET, NW. W-2 & W-3 CHASED AND THEN STOPPED S-2 THROUGH S-4 IN THE 1400 BLOCK OF K STREET, NW. C-2 AND S-1 THEN BEGAN TO STRUGGLE OVER THE BAG WHEN C-2 LET GO S-1 CONTINUED TO FLEE. C-2 AGAIN BEGAN CHASING S-1, S-1 THEN PULLED OUT A BLACK HAND GUN AND POINTED IT AT C-2. C-2 THEN FLAGGED DOWN MPDC OFFICERS AT 14TH & K STREET, NW. MPDC OFFICERS THEN GAVE CHASED AND APPREHENDED S-1 IN THE 1300 BLOCK K STREET NW. C-2 THEN IDENTIFIED S-1 ON THE SCENE. SOON AFTER S-1 THROUGH S-4 WERE POSITIVELY IDENTIFIED MPDC OFFICERS PLACED ALL UNDER ARREST. THE SUSPECTS WERE THEN TAKEN TO YOUTH DIVISION AND THEN JUVENILE PROCESSING FOR PAPERWORK.

PD252 Non-Public Narrative

INVESTIGATOR NOTIFIED: [REDACTED]

NARRATIVE: 1800 - 1900 BLOCKS OF M STREET, NW & 1400 BLOCK OF K STREET, NW WAS CANVASSED FOR C-1 PROPERTY WITH NEGATIVE RESULTS. OFFICER CULP CIC NOTIFIED.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)		NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED	
TELETYPE #	REPORTING OFFICER'S SIGNATURE GILBERT, KEITH A	REPORTING OFFICER'S EMAIL		BADGE NUMBER 2992	ELEMENT 2D
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL		BADGE NUMBER	ELEMENT
SIGNATURE OF SUPERVISOR PHILLIPS, DONALD M	SUPERVISOR'S EMAIL donald.phillips@dc.gov	BADGE NUMBER S0871	ELEMENT 2D	REVIEWER	STATUS CLOSED BY ARREST

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Public MPD Document

Metropolitan Police
Department Washington,
D.C.

Incident - Based Event Report



REPORT NUMBER: 11085111

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT Offense	EVENT START DATE / TIME 06/16/2011 / 0132	EVENT END DATE / TIME	DATE OF REPORT 06/16/2011	TIME OF REPORT 0134	
DISTRICT 2D	SECTOR	PSA 207	COMPLAINT NUMBER 11085111		
EVENT LOCATION ADDRESS 1916 M ST NW	POSITION IN FRONT OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE	
EVENT NO. 1 ROBBERY W/ARMED (GUN)					
EVENT NO. 2 ADW GUN					
FORCED ENTRY NO	POINT OF ENTRY	Method Used		WEATHER CONDITIONS CLEAR	
SUSPECTED HATE CRIME?	SECURITY SYSTEM	LOCATION TYPE SIDEWALK	DESIGNATED AREAS OTHER		

PART II - VICTIM INFORMATION

1							
2							

INJURIES Use the following codes to describe injuries.

N = None Visible	O=Other Major Injury	M = Apparent Minor Injury	I = Possible Internal Injury	T = Loss of Teeth			
T = Loss of Teeth	B = Apparent Broken Bones	G = Gunshot	U = Unconscious				
INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1 COMPLAINANT	1	M	APPARENT MINOR INJURY				

Plaintiff004192

PART III - PROPERTY												
Codes		S = Stolen	I = Impound	L = Lost	E = Evidence		V = Vehicle from which theft occurred					
		R = Recovered	P = Suspected	proceeds of crime		F = Found		D = Alleged drug type			O = Other	
	Code	Description of Item(s)	Serial Number / Operation ID No.	Model No.	Color	Size	Quantity	Comp. Value	Age	MPDC Value	Property Book & Page No.	Location of Property Book
1	STOLEN PROPERTY	BAG					1			25.00		
1	STOLEN PROPERTY	BAG					1			25.00		
2	STOLEN PROPERTY	CLOTH WALLET					1	25.00		5.00		
3	STOLEN PROPERTY	US CURRENCY					1	100.00		100.00		
4	STOLEN PROPERTY	CREDIT CARD					1			0.25		
5	STOLEN PROPERTY	MARYLAND PERMIT					1	55.00		55.00		
TOTAL VALUE												

PART V - SUSPECT INFORMATION

1

PART V - SUSPECT INFORMATION

2

FIREARM FIREARM (TYPE NOT STATED), HANDGUN	OTHER OTHER	COLOR	MAKE	MODEL	CALIBER
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PART V - SUSPECT INFORMATION

3

TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
SUSPECT	BLACK	FEMALE	17	5' 09" - 5' 09"	114 - 114	BROWN
HAIR BLACK	COMPLEXION MEDIUM	SCARS	FACIAL HAIR	HAT	COAT / JACKET	
PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
WEAPONS USED IN OFFENSE						
FIREARM FIREARM (TYPE NOT STATED), HANDGUN	OTHER OTHER		COLOR	MAKE	MODEL	CALIBER

PART V - SUSPECT INFORMATION

4

TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
SUSPECT	BLACK	FEMALE	17	5' 09" - 5' 09"	120 - 120	BROWN
HAIR BLACK	COMPLEXION MEDIUM	SCARS	FACIAL HAIR	HAT	COAT / JACKET	
PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
WEAPONS USED IN OFFENSE						
FIREARM FIREARM (TYPE NOT STATED). HANDGUN	OTHER OTHER		COLOR	MAKE	MODEL	CALIBER

NARRATIVE Describe event and action taken.

ON THE LISTED DATE AND TIME AT 1916 M STREET, NW, C-1, C2, & W-1 REPORTS THAT S-1 THROUGH S-4 SURROUNDED C-1. ONE OF THE SUSPECTS SPRAYED MACE IN C-1'S FACE AND THEN ANOTHER SUSPECT PUNCHED AND FORCED HER TO THE GROUND. S-1 THEN TOOK C-1'S LISTED PURSE AND RAN E/B IN THE 1900 BLOCK M STREET, NW. S-2 THROUGH S-4 THEN RAN E/B IN THE 1900 BLOCK OF M STREET, NW. C-2 & W-1 THEN FOLLOWED S-1. S-1 THEN DROPPED C-1'S BAG AT 19TH & M STREET NW. W-1 THEN RECOVERED C-1'S BAG. THE SUSPECTS THEN CONTINUE RUNNING EASTBOUND INTO THE 1600 BLOCK OF K STREET, NW. W-2 & W-3 CHASED AND THEN STOPPED S-2 THROUGH S-4 IN THE 1400 BLOCK OF K STREET, NW. C-2 AND S-1 THEN BEGAN TO STRUGGLE OVER THE BAG WHEN C-2 LET GO S-1 CONTINUED TO FLEE. C-2 AGAIN BEGAN CHASING S-1, S-1 THEN PULLED OUT A BLACK HAND GUN AND POINTED IT AT C-2. C-2 THEN FLAGGED DOWN MPDC OFFICERS AT 14TH & K STREET, NW. MPDC OFFICERS THEN GAVE CHASED AND APPREHENDED S-1 IN THE 1300 BLOCK K STREET NW. C-2 THEN IDENTIFIED S-1 ON THE SCENE. SOON AFTER S-1 THROUGH S-4 WERE POSITIVELY IDENTIFIED MPDC OFFICERS PLACED ALL UNDER ARREST. THE SUSPECTS WERE THEN TAKEN TO YOUTH DIVISION AND THEN JUVENILE PROCESSING FOR PAPERWORK.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE GILBERT, KEITH A	REPORTING OFFICER'S EMAIL	BADGE NUMBER 2992	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR PHILLIPS, DONALD M	SUPERVISOR'S EMAIL donald.phillips@dc.gov	BADGE NUMBER S0871	ELEMENT 2D	REVIEWER	STATUS CLOSED BY ARREST

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	207		ADW GUN, ROBBERY W/ARMED (GUN)	11085111
	DATE OF THIS REPORT			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
	06/16/2011			CID	
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
		06/16/2011 / 0134		1916 M ST NW	PRIVATE
RADIO RUN RECEIVED	DESCRIBE LOCATION			WHERE ENTERED	TOOLS/WEAPONS
	OTHER				FIREARM (TYPE NOT STATED), HANDGUN
VICTIM INFORMATION:					
TYPE	NAME(Last,First,Middle)		SEX	RACE	DATE OF BIRTH
<div style="background-color: black; height: 15px; width: 100%;"></div>					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS	Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A				
A	IS THERE A WITNESS?	YES	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:

Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.

WACIIS SUPP #: 2DDU11-2751/1
BRIEF DESCRIPTION: ROBBERY WHILE ARMED
SOURCE OF INFO: COMPLAINANT
NARRATIVE TEXT: PSA: 208

CCN#: 11-085111

OFFENSE: ROBBERY WHILE ARMED/ADW GUN

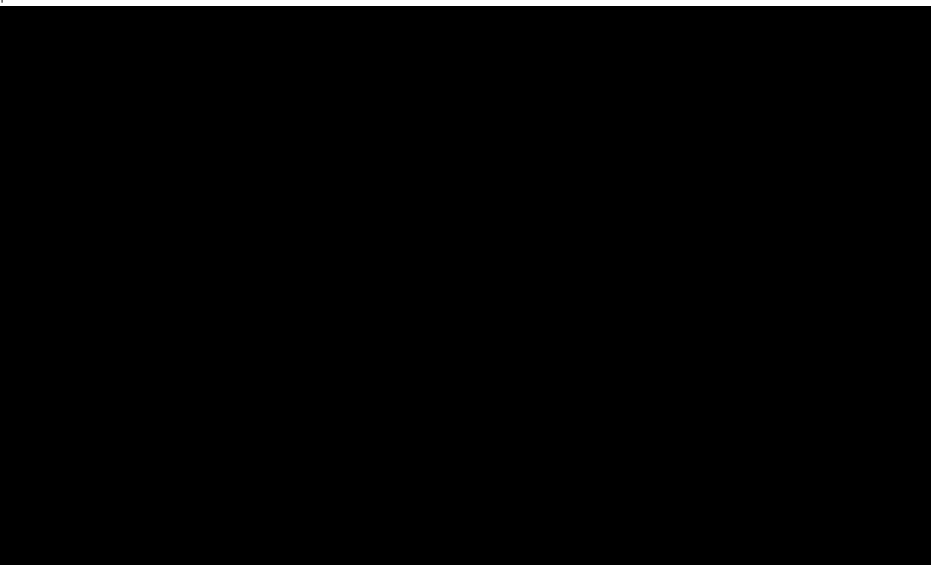
DATE/TIME: 6/16/11 @ 0435 HOURS.

LOCATION: 1916 M STREET N.W. WDC. (F/O MCDONALDS REST)

WEATHER/LIGHTING: CLEAR & WARM/ ADEQUATE STREET LIGHTING

STL: 1) BLK. & BLU WALLET CONTAINING APPROXIMATELY \$100.00 IN U.S. CURRENCY, CREDIT CARDS AND MD. DRIVERS LICENSE.

#1) B/M, THIN BUILD WEARING WHT. TANK TOP AND DK SHORT. #2) B/F, YOUNG TEENS, #2) B/F, TEENS, #4) B/F TEENS, NO FURTHER DESCRIPTION.



SYNOPSIS:

THE COMPLAINANT WAS STANDING IN F/O 1916 M STREET, N.W. WHEN SHE WAS SURROUNDED BY SUSPECTS 1-4. ONE OF THE SUSPECTS MACED C-1. S-2 THEN APPROACHED C-1 AND ATTEMPTED TO TAKE HER PURSE. C-1 HELD ON TO HER PURSE. AT WHICH TIME S-2 THEN PUNCHED C-1 SEVERAL TIMES AND WRESLED C-1'S PURSE FROM HER POSSESSION. C-1 FELL TO THE GROUND. ALL 4 SUSPECTS RAN EAST ON M STREET FROM THE 1900 BLOCK OF M STREET. C-2 WITNESSED THE OFFENSE AND GAVE CHASE. W-1 OBSERVED THE OFFENSE AND ALSO GAVE CHASE. W-1 LOST SIGHT OF THE SUSPECTS AND ABANDON THE CHASE. W-1 WAS HANDED C-1'S PURSE THAT WAS LOCATED ALONG M STREET ALONG WITH HER KEYS. W-1 PROVIDED MEMBERS WITH A GENERAL LOOKOUT FOR THE SUSPECTS. C-2 MAINTAINED SIGHT AND CONTINUED TO CHASE S-1. C-2 CAUGHT UP WITH S-1 IN THE AREA OF 16TH & K STREETS. N.W. C-2 GRABBED THE PURSE S-1 HAD IN HIS POSSESSION. A BRIEF STRUGGLE ENSUED. S-1 WAS ABLE TO YANK BACK THE PURSE THAT HE AND C-2 WERE STRUGGLING OVER. S-1 THEN CONTINUED TO RUN EAST BOUND. S-1 TURNED TO SEE C-2 STILL CHASING HIM AND PRODUCED A BLACK HAND GUN AND POINTED IT AT C-2.

C-2 KEPT S-1 IN SIGHT AS HE CONTINUED TO CHASE S-1. C-2 THEN ALERTED OTHER PASSERBY'S THAT THE SUSPECTS HAD COMMITTED ROBBERY. AN ADDITIONAL WITNESS JOINED C-2 AND KEPT THE THREE FEMALE SUSPECTS IN SIGHT HE FOLLOWED THE THREE FEMALES TO THE 1400 BLK OF K STREET WHERE HE ADVISED THEM THAT HE WAS AN UNDERCOVER POLICE OFFICER. THE FEMALES WERE STOPPED IN THE 1400 BLK. OF K STREET. WITH ADDITIONAL ASSISTANCE FROM OTHER MEMBERS OF MPD. S-1 WAS STOPPED IN THE 1300 BLK. OF K STREET, N.W. WHERE HE WAS CAUSED TO BE ARRESTED. A 9MM HAND GUN WAS RECOVERED ALONG THE PATH S-1 TRAVELED PRIOR TO RUNNING INTO THE PARK AREA. THE GUN WAS RECOVERED FROM AN ARMY GREEN BAG. THAT ALSO CONTAINED IN ADDITION TO THE 9MM TAURUS HAND GUN A PAIR OF BRASS KNUCKLES. C-2 POSITIVELY IDENTIFIED S-1 AS THE MALE SUSPECT HE CHASED AND ONE OF THE SUSPECTS WHO ROBBED C-1 IN THE 1900 BLK OF M STREET C-2 ALSO POSITIVELY IDENTIFIED S-1 AS THE PERSON HE STRUGGLED WITH WHO PRODUCED A HANDGUN AND POINTED IT AT HIM WHILE HE WAS CHASING HIM.

C-2 WAS TRANSPORTED TO THE 1400 K STREET, N.W. WHERE HE POSITIVELY IDENTIFIED THE THREE FEMALES PARTICIPATED IN ROBBING C-1. W-1 WAS TRANSPORTED TO 1400 BLK WHERE HE POSITIVELY IDENTIFIED TWO OF THE FEMALES AND WHO PARTICIPATED IN ROBBING C-1. ALL FOUR RESPONDENTS WERE ARRESTED AND TRANSPORTED TO YOUTH DIVISION WHERE THEY WERE INTERVIEWED IN CONNECTION WITH THE ROBBERY.

INJ: C-1 SUSTAINED SWELLING TO THE EYE AREA. C-1 WAS TRANSPORTED TO G.W. HOSP. BY D.C. AMB. #1. WHERE SHE WAS TREATED AND EXPECTED TO BE RELEASED.

INTERVIEW OF THE RESPONDENTS:

██████████ ADVISED OF HER RIGHTS AND WAIVED SAME.

██████████ ADVISED THAT SHE WAS WITH RESPONDENT'S ██████████ IN ADDITION TO TWO OTHER SUSPECTS THAT SHE DESCRIBED AS THE TRANSGENDER AND HIS BOYFRIEND. ██████████ THAT THE TRANSGENDER PICKED THEM UP FROM HER FRIENDS HOUSE WHO IS THE TRANSGENDERS COUSIN. ██████████ L STATES THEY RODE THE BUS FOR MOST OF THE EVENING HOURS AND DURING THAT TIME. IT BECAME APPARENT TO HER THAT THE TRANSGENDER AND HER BOYFRIEND WERE PLANNING TO COMMIT ROBBERY. ██████████ L ADVISED THAT THE TRANSGENDER & HER BOYFRIEND ██████████ WERE LOOKING FOR SOMEONE TO ROB. ██████████ ADVISED THAT AT THE POINT THAT THEY SAW THE COMPLAINANT. SHE WAS KNOCKING AT THE DOOR OF MC DONALDS REST. IN AN EFFORT TO GET THEM TO OPEN THE DOOR TO ALLOW HER TO USE THE REST ROOM. ██████████ ADVISED THAT SHE TOO BEGAN TO KNOCK ON THE DOOR. SHE NOTED THAT C-1 WAS INTOXICATED. AS DID THE OTHER SUSPECTS. ██████████ ADVISED THAT ██████████ AND HER BROTHER AGREED TO PARTICIPATE IN THE ROBBERY WITH THE TRANSGENDER AND HER BOYFRIEND. ██████████ ADVISED THAT THE TRANSGENDER APPROACHED C-1 FIRST AND MACED HER. SHE STATED THAT ██████████ THEN BEGAN PUNCHING C-1. ██████████ STATES THAT C-1'S WALLET WAS SOME HOW WRASLED FROM HER SACHEL AND SHE OBSERVED THE TRANSGENDER PICK IT UP. ██████████ THEN YELLED FOR THEM TO RUN. ██████████ STATED THAT SHE AND ██████████ DIDN'T PARTICIPATE IN THE ROBBERY AND WERE RELUCTANT TO RUN. ██████████ THEN ADVISED THAT ██████████ RAN EAST ON M STREET WHILE SHE AND RESPONDENT'S ██████████ WALKED. AS THE TRANSGENDER AND HER BOYFRIEND RAN IN A DIFFERENT DIRCETION. ██████████ ADVISED THAT THEY WERE STOPPED ON K STREET, N.W.

██████████ WAS ADVISED OF HER RIGHTS AND WAIVED. HER STORY MIMICKED THAT OF ██████████. ██████████ ADVISED THAT THEY WERE PICKED UP BY THE TRANSGENDER AND HER BOYFREIND. RESP. ██████████ ADVISED THAT TRANSGENDER RODE THEM VIA BUS FOR MOST OF THE EVENING. AND TOLD THEM THAT THEY WERE GOING TO ROB SOMEONE. ██████████ STATES THAT SHE WAS DIRECTED BY THE TRANSGENDER TO LOOK FOR PEOPLE WITH EYE PHONES OR EYE PADS. ██████████ STATES ALTHOUGH THE TRANSGENDER TOLD THEM THAT THEY WERE GOING TO COMMIT ROBBERY SHE DIDN'T BELIEVE THEM AND FINALLY THEY SPOTTED THE COMPLAINANT WHO WAS INTOXICATED. RESPONDENT ██████████ STATES THAT THE TRANSGENDER DIRECTED HER TO FOLLOW HER SHE DID. THE TRANSGENDER APPROACHED C-1 RESP. ██████████ STATES WATCHED AS THE TRANSGENDER THEN MACED C-1. AT WHICH POINT THE TRANSGENDERS BOYFRIEND THEN STARTED PUNCHING C-1. ██████████ ADVISED THAT SHE OBSERVED THE COMPLAINANTS WALLET HIT THE GROUND AND ONE THE TRANSGENDER WAS DIRECTED BY HER BOYFRIEND TO PICK IT UP. SOMEONE PICKED IT UP. AT WHICH POINT T ██████████ Y WERE STOPPED IN THE 1400 BLK OF K STREET BY THE UNDERCOVER WHO WAS ON A MOTORCYCLE. ██████████ ELLED FOR THEM TO RUN.

██████████ REPEATED WHAT RESPONDENT ██████████ L STATED AND ADVISED THAT SHE WAS ON THE PHONE WHEN THE GROUP APPROACHED C-1. ██████████ ADVISED THAT THEY HAD BEEN RIDING THE BUS AND WERE READY TO GO HOME WHEN SHE OBSERVED THE GROUP SPOT C-1 WHO WAS INTOXICATED. ██████████ ADVISED THAT SHE LOOKED AWAY WHEN SHE OBSERVED THE TRANSGENDER WITH THE MACE WALKING TOWARD C-1. ██████████ STATES SHE DIDN'T SEE WHAT HAPPENED UNTIL C-1 SCREAMED. SHE LOOKED AND OBSERVED C-1 SCREAMING AND THE REST OF THE GROUP EXCEPT SHE AND RESP. ██████████ RUNNING. SHE STATES THEY WERE STOPPED IN THE 1400 BLK OF K STREET BUT THAT SHE AND ██████████ DIDN'T PARTICIPATE IN THE ROBBERY. ██████████ ADVISED THAT C-2 WAS ██████████

██████████ND AT SOME POINT ATTEMPTED TO TAKE WHAT HE THOUGH WAS THE COMPLAINANT'S PURSE FROM THE RESP. CHAMPION. ADVISED THAT THE PURSE SHE SAW THEM STRUGGLING OVER WAS ARMY GREEN WITH STRAPS. ██████████
 ██████████ADVISED THAT SHE SAW THEY STRUGGLE BETWEEN S-1 AND C-2. ██████████ADVISED THAT THE BAG S-1 HAD WAS HIS.

AND AT SOME POINT THEY WERE CAUSED TO BE STOPPED. IN THE 1400 BLK BY THE UNDERCOVER OFFICER.


██████████
 INVOKED HIS RIGHTS AND REFUSED TO MAKE ANY STATEMENT.

STATUS		TELETYPE NO.		SOLVABILITY RATING		SOLVABILITY CLASSIFICATION	
CLOSED BY ARREST							
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION			
CLEARED BY ARREST							
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM		
	2992	2D		D21620	CID		
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER				
SUPERVISOR	BADGE	ELEM	REVIEWER				

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	207		ADW GUN, ROBBERY W/ARMED (GUN)	11085111
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	06/22/2011		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
		06/16/2011 / 0134		1916 M ST NW	PRIVATE
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER			FIREARM (TYPE NOT STATED), HANDGUN	
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	YES	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
WACIIS SUPP #: 2DDU11-2751/2 BRIEF DESCRIPTION: CASE PAPERED NARRATIVE TEXT: ON 6/16/2011 THE CASE WAS PAPERED. ALL FOUR RESPONDENTS WERE HELD IN CONNECTION WITH THIS CASE. <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> - CHARGED W/ ROBBERY & CONS. TO COMMIT ROBBERY. <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> - CHARED W/ ROBBERY & CONS. TO COMMIT ROBBERY. <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> - CHARGED W/ ROBBERY & CONS. TO COMMITT ROBBERY. <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> CHARGED W/ROBBERY W/ARMED, CONS. TO COMMIT ROBBERY, ADW, CDW, ATTEMPTED MURDER.					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
CLOSED BY ARREST					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
CLEARED BY ARREST					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	2992	2D		D21620	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

REMOVING DUPLICATE NAME	DISTRICT 2D	BEAT 207	RA	ORIGINAL CLASSIFICATION ADW GUN, ROBBERY W/ARMED (GUN)	COMPLAINT NUMBER 11085111
	DATE OF THIS REPORT 05/09/2013			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT. 06/16/2011 / 0134		EVENT LOCATION 1916 M ST NW	PROPERTY TYPE PRIVATE
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
	OTHER			FIREARM (TYPE NOT STATED), HANDGUN	
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS					
Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A					
A	IS THERE A WITNESS?	YES	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
Voided Duplicate Victim Information VI 3					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
CLOSED BY ARREST					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
CLEARED BY ARREST					
REPORTING MEMBER'S SIGNATURE		BADGE	ELEM	INVESTIGATOR'S SIGNATURE	
		2992	2D		
SUPERVISOR'S SIGNATURE		BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER	
SUPERVISOR		BADGE	ELEM	REVIEWER	

Case No. :11085111

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252B

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MPD INTERNAL Document: Not For Public Distribution

Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 11102585

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 07/17/2011 / 0128		EVENT END DATE / TIME	DATE OF REPORT 07/17/2011	TIME OF REPORT 0303
DISTRICT 2D	SECTOR		PSA 208	COMPLAINT NUMBER 11102585	
EVENT LOCATION ADDRESS 19TH ST NW / M ST NW		POSITION IN FRONT OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PUBLIC
EVENT NO. 1 ASSAULT ON A POLICE OFFICER (FELONY)					
EVENT NO. 2 ASSAULT ON MEMBER OF POLICE FORCE, CAMPUS OR UNIVERSITY					
EVENT NO. 3 SIMPLE ASSAULT					
EVENT NO. 4 ASSAULT ON A POLICE OFFICER [MISD]					
EVENT NO. 5 ASSAULT ON A POLICE OFFICER [MISD]					
EVENT NO. 6 ASSAULT ON A POLICE OFFICER [MISD]					
FORCED ENTRY NO	POINT OF ENTRY		Method Used	WEATHER CONDITIONS CLEAR	
SUSPECTED HATE CRIME?	SECURITY SYSTEM		LOCATION TYPE HIGHWAY/ROAD/ALLEY/STREET, SIDEWALK	DESIGNATED AREAS	

PART II - VICTIM INFORMATION

1

2

3

4

5

6

BUSINESS ADDRESS/SCHOOL

OCCUPATION

IS EVENT RELATED TO OCCUPATION?

ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM		

PART III - WITNESS**INJURIES Use the following codes to describe injuries.**

N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth
 L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious

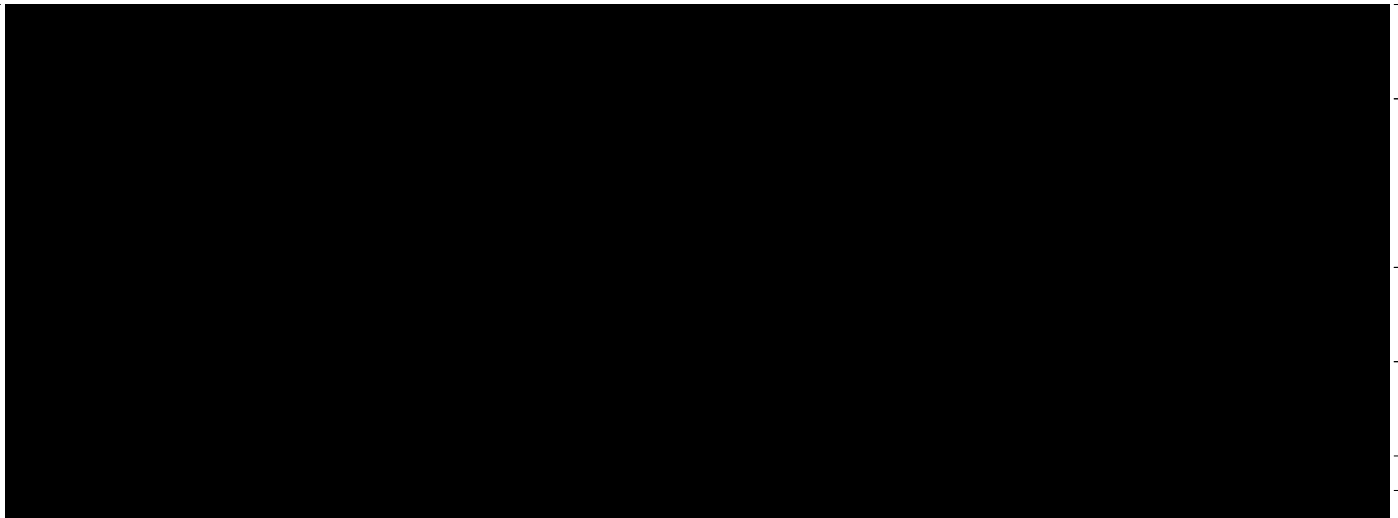
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	SUSPECT	1	M	APPARENT MINOR INJURY				
2	SUSPECT	2	M	APPARENT MINOR INJURY				
3	COMPLAINANT	3	A	ABRASION				

PART V - VEHICLE INFORMATION

Code	Year	Make	Model	Color	Body
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PART VI - SUSPECT INFORMATION

1

**WEAPONS USED IN OFFENSE**

FIREARM	OTHER PERSONAL WEAPONS (HANDS, ETC.)	COLOR	MAKE	MODEL	CALIBER
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2

TYPE SUSPECT	SUSPECT NAME [REDACTED]	DOB [REDACTED]	RACE / ETHNICITY HISPANIC / HISPANIC ORIGIN	SEX MALE	HEIGHT 5' 09"	WEIGHT 170
EYES BROWN	EXACT AGE OR RANGE 33	COMPLEXION LIGHT	SCARS	HAIR BROWN	HAT	PANTS
FACIAL HAIR	COAT / JACKET	BLOUSE / SHIRT	HOME PHONE [REDACTED]	OTHER PHONE		

WORK PHONE [REDACTED]	HOME ADDRESS [REDACTED]	OCCUPATION	WORK ADDRESS
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PERPETRATOR SUSPECTED OF USING**WEAPONS USED IN OFFENSE**

FIREARM	OTHER PERSONAL WEAPONS (HANDS, ETC.)	COLOR	MAKE	MODEL	CALIBER
----------------	--	--------------	-------------	--------------	----------------

3

TYPE SUSPECT	SUSPECT NAME [REDACTED]	DOB [REDACTED]	RACE / ETHNICITY HISPANIC / HISPANIC ORIGIN	SEX FEMALE	HEIGHT 5' 03"	WEIGHT 130
EYES BROWN	EXACT AGE OR RANGE 28	COMPLEXION DARK	SCARS	HAIR BLACK	HAT	PANTS
FACIAL HAIR	COAT / JACKET	BLOUSE / SHIRT	HOME PHONE [REDACTED]	OTHER PHONE		

WORK PHONE [REDACTED]	HOME ADDRESS [REDACTED]	OCCUPATION	WORK ADDRESS
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**WEAPONS USED IN OFFENSE**

FIREARM	OTHER PERSONAL WEAPONS (HANDS, ETC.)	COLOR	MAKE	MODEL	CALIBER
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TYPE SUSPECT	SUSPECT NAME [REDACTED]	DOB [REDACTED]	RACE / ETHNICITY HISPANIC / HISPANIC ORIGIN	SEX MALE	HEIGHT 5' 07"	WEIGHT 120
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4	EYES	EXACT AGE OR RANGE	COMPLEXION	SCARS	HAIR	HAT	PANTS
	BLACK	28	LIGHT BROWN	TATTOO-RIGHT ARM-TATTOO RIGHT ARM	BLACK		
	FACIAL HAIR		COAT / JACKET	BLOUSE / SHIRT	HOME PHONE		OTHER PHONE
	FULL BEARD						
	WORK PHONE		HOME ADDRESS		OCCUPATION	WORK ADDRESS	
	PERPETRATOR SUSPECTED OF US						
WEAPONS USED IN OFFENSE							
FIREARM		OTHER	COLOR	MAKE	MODEL	CALIBER	
		PERSONAL WEAPONS (HANDS, ETC.)					

PART VII - MISSING PERSON(S)**NARRATIVE Describe event and action taken.**

On the listed date and time a large fight occurred at the listed location initially beginning when C-6 attempted to escort S-4 outside of the club. C-1 through C-5 attempted to break up the altercation at which time S-1 through S-4 resisted and fought with C-1 through C-5. S-1 and S-4 were subsequently placed under arrest. Abbra: Rumors Night Club 1900 M St NW Manager: [REDACTED] Abbra# 981314 ABC License number 26069

PD252 Non-Public Narrative

NARRATIVE: Case closed with the arrests of [REDACTED]

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED			
TELETYPE #	REPORTING OFFICER'S SIGNATURE	REPORTING OFFICER'S EMAIL	BADGE NUMBER	ELEMENT		
	CONYERS, JARET T	JARET.CONYERS@DC.GOV	4745	2D		
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT		
SIGNATURE OF SUPERVISOR	SUPERVISOR'S EMAIL	BADGE NUMBER	ELEMENT	REVIEWER	STATUS	
NEVEL, DUSTIN M	dustin.nevel@dc.gov	S0902	2D		CLOSED BY ARREST	

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Public MPD Document

**Metropolitan Police
Department Washington,
D.C.**

Incident - Based Event Report



REPORT NUMBER: 11102585

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT Offense	EVENT START DATE / TIME 07/17/2011 / 0128		EVENT END DATE / TIME	DATE OF REPORT 07/17/2011	TIME OF REPORT 0303
DISTRICT 2D	SECTOR		PSA 208	COMPLAINT NUMBER 11102585	
EVENT LOCATION ADDRESS 19TH ST NW / M ST NW		POSITION IN FRONT OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PUBLIC
EVENT NO. 1 ASSAULT ON A POLICE OFFICER (FELONY)					
EVENT NO. 2 ASSAULT ON MEMBER OF POLICE FORCE, CAMPUS OR UNIVERSITY					
EVENT NO. 3 SIMPLE ASSAULT					
EVENT NO. 4 ASSAULT ON A POLICE OFFICER [MISD]					
EVENT NO. 5 ASSAULT ON A POLICE OFFICER [MISD]					
EVENT NO. 6 ASSAULT ON A POLICE OFFICER [MISD]					
FORCED ENTRY NO	POINT OF ENTRY		Method Used		WEATHER CONDITIONS CLEAR
SUSPECTED HATE CRIME?		SECURITY SYSTEM	LOCATION TYPE HIGHWAY/ROAD/ALLEY/STREET, SIDEWALK		DESIGNATED AREAS

Plaintiff004226

PART II - VICTIM INFORMATION

1

2

3

4

5

6

BUSINESS ADDRESS/SCHOOL	OCCUPATION	IS EVENT RELATED TO OCCUPATION?
ADDITIONAL MEANS TO CONTACT COMPLAINANT/VICTIM		

INJURIES Use the following codes to describe injuries.								
N = None Visible		O=Other Major Injury		M = Apparent Minor Injury		I = Possible Internal Injury		T = Loss of Teeth
T = Loss of Teeth		B = Apparent Broken Bones			G = Gunshot		U = Unconscious	
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	SUSPECT	1	M	APPARENT MINOR INJURY				
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
2	SUSPECT	2	M	APPARENT MINOR INJURY				
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
3	COMPLAINANT	3	A	ABRASION				

PART V - SUSPECT INFORMATION							
1	TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
		SUSPECT	HISPANIC / HISPANIC ORIGIN	MALE	28	5' 10"	240
	HAIR BLACK	COMPLEXION MEDIUM	SCARS TATTOO-RIGHT ARM-TATTOOS RIGHT ARM AND CHEST	FACIAL HAIR GOATEE	HAT	COAT / JACKET	
	PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
WEAPONS USED IN OFFENSE							
	FIREARM	OTHER PERSONAL WEAPONS (HANDS, ETC.)	COLOR	MAKE	MODEL	CALIBER	

PART V - SUSPECT INFORMATION							
2	TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
		SUSPECT	HISPANIC / HISPANIC ORIGIN	MALE	33	5' 09"	170
	HAIR BROWN	COMPLEXION LIGHT	SCARS	FACIAL HAIR	HAT	COAT / JACKET	
	PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
WEAPONS USED IN OFFENSE							
	FIREARM	OTHER PERSONAL WEAPONS (HANDS, ETC.)	COLOR	MAKE	MODEL	CALIBER	

PART V - SUSPECT INFORMATION							
3	TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
		SUSPECT	HISPANIC / HISPANIC ORIGIN	FEMALE	28	5' 03"	130
	HAIR BLACK	COMPLEXION DARK	SCARS	FACIAL HAIR	HAT	COAT / JACKET	
	PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
WEAPONS USED IN OFFENSE							
	FIREARM	OTHER PERSONAL WEAPONS (HANDS, ETC.)	COLOR	MAKE	MODEL	CALIBER	

PART V - SUSPECT INFORMATION							
4	TYPE	RACE / ETHNICITY	SEX	EXACT AGE OR RANGE	HEIGHT	WEIGHT	EYES
		SUSPECT	HISPANIC / HISPANIC ORIGIN	MALE	28	5' 07"	120
	HAIR BLACK	COMPLEXION LIGHT BROWN	SCARS TATTOO-RIGHT ARM-TATTOO RIGHT ARM	FACIAL HAIR FULL BEARD	HAT	COAT / JACKET	
	PANTS	BLOUSE / SHIRT	PERPETRATOR SUSPECTED OF USING				
WEAPONS USED IN OFFENSE							
	FIREARM	OTHER PERSONAL WEAPONS (HANDS, ETC.)	COLOR	MAKE	MODEL	CALIBER	

NARRATIVE Describe event and action taken.


On the listed date and time a large fight occurred at the listed location initially beginning when C-6 attempted to escort S-4 outside of the club. C-1 through C-5 attempted to break up the altercation at which time S-1 through S-4 resisted and fought with C-1 through C-5. S-1 and S-4 were subsequently placed under arrest. Abbra: Rumors Night Club 1900 M St NW Manager: [REDACTED] Abbra# 981314 ABC License number 26069

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE CONYERS, JARET T	REPORTING OFFICER'S EMAIL JARET.CONYERS@DC.GOV	BADGE NUMBER 4745	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR NEVEL, DUSTIN M	SUPERVISOR'S EMAIL dustin.nevel@dc.gov	BADGE NUMBER S0902	ELEMENT 2D	REVIEWER	STATUS CLOSED BY ARREST

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	208		ASSAULT ON A POLICE OFFICER (FELONY), ASSAULT ON A POLICE OFFICER [MISD], ASSAULT ON MEMBER OF POLICE FORCE, CAMPUS OR UNIVERSITY, SIMPLE ASSAULT	11102585
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	07/19/2011		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
		07/17/2011 / 0303		19TH ST NW / M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:			Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.		
WACIIS SUPP #: 2DDU11-3275/1					
BRIEF DESCRIPTION: Case Closed with Arrest					
[REDACTED]					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
CLOSED BY ARREST					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
CLEARED BY ARREST					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4745	2D		D11233	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

Case No. :11102585

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252B

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MPD INTERNAL Document: Not For Public Distribution

Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 11110105

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 07/30/2011 / 1415	EVENT END DATE / TIME 07/30/2011 / 1420	DATE OF REPORT 07/30/2011	TIME OF REPORT 1545	
DISTRICT 2D	SECTOR 1	PSA 207	COMPLAINT NUMBER 11110105		
EVENT LOCATION ADDRESS 1916 M ST NW	POSITION IN FRONT OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PUBLIC	
EVENT NO. 1 ADW OTHER DANGEROUS WEAPON					
FORCED ENTRY NO	POINT OF ENTRY	Method Used	WEATHER CONDITIONS CLEAR		
SUSPECTED HATE CRIME?	SECURITY SYSTEM CAMERA	LOCATION TYPE SIDEWALK	DESIGNATED AREAS		
PART II - VICTIM INFORMATION					
1					

PART III - WITNESS**INJURIES Use the following codes to describe injuries.**

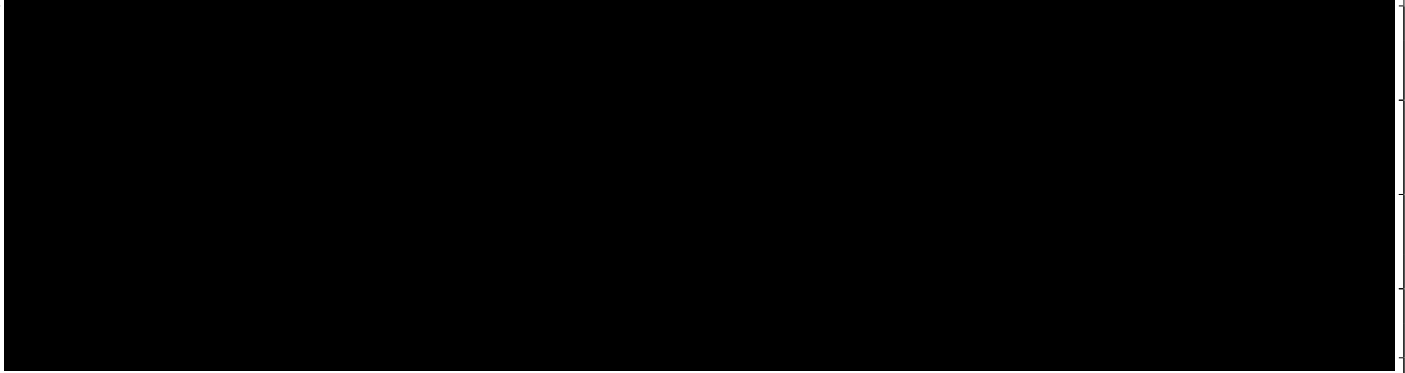
N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth
 L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious

PART V - VEHICLE INFORMATION

Code	Year	Make	Model	Color	Body
------	------	------	-------	-------	------

PART VI - SUSPECT INFORMATION

1

**WEAPONS USED IN OFFENSE**

FIREARM	OTHER	COLOR	MAKE	MODEL	CALIBER
	OTHER				

PART VII - MISSING PERSON(S)**NARRATIVE Describe event and action taken.**

C-1 REPORTS THAT ON THE LISTED DATE AND TIME HE WAS INVOLVED IN AN ARGUEMENT WITH S-1 INSIDE OF THE LISTED LOCATION. C-1 STATES THAT S-1 ALONG WITH 9 OTHER MALES FOLLOWED HIM OUTSIDE OF THE LOCATION AT WHICH TIME C-1 TURNED AROUND AND WAS PEPPER SPRAYED BY S-1. S-1 ALONG WITH THE 9 OTHER MALES WERE LAST SEEN RUNNING WESTBOUND IN THE 1900 BLOCK OF M ST NW . AMBULANCE 1 RESPONDED TO SCENE AND TREATED C-1.

PD252 Non-Public Narrative

INVESTIGATOR NOTIFIED: BOVINA, 2D9
 NARRATIVE: THE IMMEDIATE AREA WAS CANVASSED FOR SUSPECT WITH NEGATIVE RESULTS.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE AGUILERA, LUIS F	REPORTING OFFICER'S EMAIL luis.aguilera@dc.gov	BADGE NUMBER 4740	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR ANTOINE, LENNOX R	SUPERVISOR'S EMAIL lennox.antoine@dc.gov	BADGE NUMBER S0463	ELEMENT 2D	REVIEWER	STATUS OPEN

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Public MPD Document

Metropolitan Police
Department Washington,
D.C.

Incident - Based Event Report



REPORT NUMBER: 11110105

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT	EVENT START DATE / TIME	EVENT END DATE / TIME	DATE OF REPORT	TIME OF REPORT	
Offense	07/30/2011 / 1415	07/30/2011 / 1420	07/30/2011	1545	
DISTRICT	SECTOR	PSA	COMPLAINT NUMBER		
2D	1	207	11110105		
EVENT LOCATION ADDRESS	POSITION	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE	
1916 M ST NW	IN FRONT OF			PUBLIC	
EVENT NO. 1 ADW OTHER DANGEROUS WEAPON					
FORCED ENTRY	POINT OF ENTRY	Method Used	WEATHER CONDITIONS		
NO			CLEAR		
SUSPECTED HATE CRIME?	SECURITY SYSTEM	LOCATION TYPE	DESIGNATED AREAS		
	CAMERA	SIDEWALK			

1					
---	--	--	--	--	--

1					
WEAPONS USED IN OFFENSE					
FIREARM	OTHER	COLOR	MAKE	MODEL	CALIBER
	OTHER				

NARRATIVE Describe event and action taken.

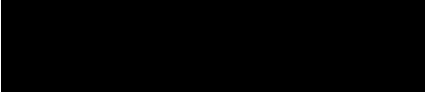
C-1 REPORTS THAT ON THE LISTED DATE AND TIME HE WAS INVOLVED IN AN ARGUEMENT WITH S-1 INSIDE OF THE LISTED LOCATION. C-1 STATES THAT S-1 ALONG WITH 9 OTHER MALES FOLLOWED HIM OUTSIDE OF THE LOCATION AT WHICH TIME C-1 TURNED AROUND AND WAS PEPPER SPRAYED BY S-1. S-1 ALONG WITH THE 9 OTHER MALES WERE LAST SEEN RUNNING WESTBOUND IN THE 1900 BLOCK OF M ST NW . AMBULANCE 1 RESPONDED TO SCENE AND TREATED C-1.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE AGUILERA, LUIS F	REPORTING OFFICER'S EMAIL luis.aguilera@dc.gov	BADGE NUMBER 4740	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR ANTOINE, LENNOX R	SUPERVISOR'S EMAIL lennox.antoine@dc.gov	BADGE NUMBER S0463	ELEMENT 2D	REVIEWER	STATUS OPEN

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	207		ADW OTHER DANGEROUS WEAPON	11110105
	DATE OF THIS REPORT		REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:	
	07/30/2011		CID		
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
07/30/2011 / 1415-07/30/2011 / 1420		07/30/2011 / 1545		1916 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:	Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.						
WACIIS SUPP #: 2DDU11-3559/1 BRIEF DESCRIPTION: ADW PEPPER SPRAY SOURCE OF INFO: ON SCENE NARRATIVE TEXT: PSA 208							
ADW PEPPER SPRAY 1415 HRS, 7/30/11 IN FRONT OF 1916 M ST NW(MCDONALDS RESTURANT) COMPLAINANT: [REDACTED] HAS NO FIXED ADDRESS BUT GAVE AN E-MAIL CONTACT ADDRESS: [REDACTED] INJURIES: REDNESS TO FACE AND CHEST. SUSPECTS: #1,BM, 19-21 YRS., 5'9", 150 LBS., LONG STRAIGHT HAIR, SKINNY BLUE JEANS, CUT OFF AT ABDOMEN T-SHIRT. ARMED WITH PEPPER SPRAY. 2-THROUGH 10, BM'S APPEARED TO BE TRANSGENDER. On 7/30/11 Det. Rosenberg and I responded to assist Off. L.Aguilar with an ADW Pepper Spray. We arrived on the scene and interviewed Off. Aguilara and the complainant, [REDACTED] told me that he was in the McDonalds eating when a group of approximately ten suspects sat down. One of the group attempted to engage [REDACTED] in conversation. [REDACTED] and this suspect exchanged words and [REDACTED] got up and left the resturant. The suspects followed [REDACTED] out of the resturant and sprayed him with pepper spray. The group then fled west on M St NW. DCFD Ambulance #1 responded and treated [REDACTED] on the scene. [REDACTED] [REDACTED] There is video of the group in the McDonalds Resturant just prior to the assault. Video will be down loaded by the GM(Andy)202-409-4617. Note: The video camera is off by one hour. Video should be requested for 1230-1300 hrs. CSSO Streets responded and took photos of [REDACTED]							
STATUS		TELETYPE NO.		SOLVABILITY RATING		SOLVABILITY CLASSIFICATION	
OPEN							
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION			
OPEN							
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE		BADGE	ELEM	
	4740	2D			5173	CID	
SUPERVISOR'S SIGNATURE		BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER			

SUPERVISOR	BADGE	ELEM	REVIEWER

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SUPPLEMENT REPORT

METROPOLITAN POLICE DEPARTMENT - WASHINGTON, D.C.

ADDITIONAL INFORMATION	DISTRICT	BEAT	RA	ORIGINAL CLASSIFICATION	COMPLAINT NUMBER
	2D	207		ADW OTHER DANGEROUS WEAPON	11110105
	DATE OF THIS REPORT			REPORTING ELEM.	CLASSIFICATION OF REPORT CHANGED TO:
	08/31/2011			CID	
DATE AND TIME OF EVENT		DATE AND TIME OF ORIG. RPT.		EVENT LOCATION	PROPERTY TYPE
07/30/2011 / 1415-07/30/2011 / 1420		07/30/2011 / 1545		1916 M ST NW	PUBLIC
RADIO RUN RECEIVED	DESCRIBE LOCATION		WHERE ENTERED	TOOLS/WEAPONS	METHODS
VICTIM INFORMATION:					
SUSPECT INFORMATION:					
SOLVABILITY FACTORS		Complete each item below. If additional space is needed, use the narrative section. If necessary, use PD Form 251-A. Refer to specific item numbers when continuing information in the narrative section or on PD Form 251-A			
A	IS THERE A WITNESS?	NO	If yes, enter name(s), address(es), Phone number(s), hours of availability and brief account.		
B	IS A SUSPECT NAMED?	YES	Enter the name and include any nickname used.		11110105, UNKNOWN 1, Nickname: UNKNOWN
C	IS THE STOLEN PROPERTY TRACEABLE?		Include reason why or why not.		
D	IS PHYSICAL EVIDENCE PRESENT?	NO	Describe it.		
E	IS THE PERPETRATOR KNOWN TO THE VICTIM?	NO	If yes, describe the relationship.		
F	WAS A REFERRAL FORM GIVEN TO THE COMPLAINANT?	NO			
G	GIVE ANY ADDRESS, PLACE OF EMPLOYMENT, OR HANGOUT KNOWN FOR THE PERPETRATOR (S).				
H	DURING WHAT HOURS IS COMPLAINANT AVAILABLE FOR INTERVIEW?		I	List the name, address, phone number and any information provided when the area was canvassed.	
ADDITIONAL STOLEN PROPERTY					

NARRATIVE:		Record your activity and all developments in the case subsequent to your last report. List the names, addresses, sex, race, age, and arrest numbers of all arrested persons. Explain any change in classification. List the names, addresses, and telephone numbers of all witnesses and suspects.			
WACIIS SUPP #: 2DDU11-3559/2 BRIEF DESCRIPTION: RUNNING RESUME NARRATIVE TEXT: RUNNING RESUME <p>The complainant is homeless however, he visits the library everyday to check his email on te library's computer. I sent C-1 a email letting him know that I am the detective investigating his case. C-1 has a Linkedin account and that is how I communicate with him. C-1 told me that he observed one of the suspects walking in the area of 14th Street NW. I explained to C-1 the second sighting rule. I am in the process of identifying the suspect who pepper sprayed the complainant.</p>					
STATUS		TELETYPE NO.		SOLVABILITY RATING	
OPEN					
INVESTIGATIVE OFFICER'S RECOMMENDATION				SUPERVISOR'S RECOMMENDATION	
OPEN					
REPORTING MEMBER'S SIGNATURE	BADGE	ELEM	INVESTIGATOR'S SIGNATURE	BADGE	ELEM
	4740	2D		D21579	CID
SUPERVISOR'S SIGNATURE	BADGE	ELEM	INVESTIGATIVE REVIEW OFFICER		
SUPERVISOR	BADGE	ELEM	REVIEWER		

Case No. :11110105

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252B

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Metropolitan Police Department
Washington, D.C.

Incident - Based Event Report



REPORT NUMBER: 11129427

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT OFFENSE	EVENT START DATE / TIME 09/04/2011 / 0300		EVENT END DATE / TIME	DATE OF REPORT 09/04/2011	TIME OF REPORT 0345
DISTRICT 2D	SECTOR		PSA 208	COMPLAINT NUMBER 11129427	
EVENT LOCATION ADDRESS 1823 M ST NW		POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE
EVENT NO. 1 SIMPLE ASSAULT					
EVENT NO. 2 DESTRUCTION OF PROPERTY <=\$200					
FORCED ENTRY NO	POINT OF ENTRY		Method Used	WEATHER CONDITIONS CLEAR	
SUSPECTED HATE CRIME?	SECURITY SYSTEM		LOCATION TYPE BAR/NIGHT CLUB	DESIGNATED AREAS CUSTOMER AREA	

PART II - VICTIM INFORMATION

1	
2	
3	

PART III - WITNESS

IS VICTIM #1 THE REPORTING PERSON? IF NO, ENTER THE NAME, ADDRESS, AND PHONE NUMBER OF THE REPORTING PERSON.	NAME:	GILBERT, Joseph	Phone-Area Code:	(301) 523-9511
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NO	Address:	325 WINSLOW RD, OXON HILL, MD 20745
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DID THE REPORTED EVENT OCCUR AS A RESULT OF AN INTRA-FAMILY MATTER?	WAS PD FORM 378A ISSUED?	IS CPO/TPO OUTSTANDING?	IF YES, ENTER CPO/TPO #:
NO		NO	

INJURIES Use the following codes to describe injuries.

N = None Visible O=Other Major Injury M = Apparent Minor Injury I = Possible Internal Injury T = Loss of Teeth
 L=Severe Laceration B = Apparent Broken Bones G = Gunshot U = Unconscious

	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY	WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	SUSPECT	1	M	APPARENT MINOR INJURY				
2	COMPLAINANT	1	M	APPARENT MINOR INJURY				
3	COMPLAINANT	2	M	APPARENT MINOR INJURY				

	Code	Description of Item(s)	Serial Number / Operation ID No.	Model No.	Color	Size	Qty.	Comp. Value	Age	MPDC Value	Property Book & Page No.	Location of Property Book
1	OTHER INVOLVED PROPERTY	STAIR RAILING					1	100.00		100.00		

TOTAL VALUE**PART V - VEHICLE INFORMATION**

Code	Year	Make	Model	Color	Body
------	------	------	-------	-------	------

PART VI - SUSPECT INFORMATION

1

PERPETRATOR SUSPECTED OF USING**WEAPONS USED IN OFFENSE**

FIREARM	OTHER	COLOR	MAKE	MODEL	CALIBER
	PERSONAL WEAPONS (HANDS, ETC.)				

PART VII - MISSING PERSON(S)

NARRATIVE Describe event and action taken.

On the listed date, time, and location, R1 reports that S1 was asked to leave the location because he was being disorderly. S1 refused to leave the location and started to assault C3 and C4 as he was leaving the location. S1 then grabbed a hold of a stair rail and tore it off of the wall as he was leaving. S1 was arrested for simple assault and destruction of property and taken to the 2nd District for processing. Cruiser 201(Lt. Charland) was on the scene. C3 is the ABRA Manager on Duty with a License #ABRA 084183 and expires on 4-5-12. ABRA Investigator Matthews notified at 0354 hours.

PD252 Non-Public Narrative

NARRATIVE: [REDACTED]

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED	TELETYPE NOTIFIED (Name)	NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE BATSHON, ADEEB S	REPORTING OFFICER'S EMAIL	BADGE NUMBER 3294	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME	SECOND OFFICER'S EMAIL	BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR GEER, JONATHAN M	SUPERVISOR'S EMAIL	BADGE NUMBER S0453	ELEMENT 2D	REVIEWER	STATUS CLOSED BY ARREST

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Public MPD Document

**Metropolitan Police
Department Washington,
D.C.**

Incident - Based Event Report



REPORT NUMBER: 11129427

PART I - CLASSIFICATION OF EVENT					
TYPE OF REPORT Offense	EVENT START DATE / TIME 09/04/2011 / 0300		EVENT END DATE / TIME	DATE OF REPORT 09/04/2011	TIME OF REPORT 0345
DISTRICT 2D	SECTOR		PSA 208	COMPLAINT NUMBER 11129427	
EVENT LOCATION ADDRESS 1823 M ST NW		POSITION INSIDE OF	REPORT RECEIVED BY	RADIO RUN LOCATION IF DIFFERENT FROM EVENT LOCATION	PROPERTY TYPE PRIVATE
EVENT NO. 1 SIMPLE ASSAULT					
EVENT NO. 2 DESTRUCTION OF PROPERTY <=\$200					
FORCED ENTRY NO	POINT OF ENTRY		Method Used		WEATHER CONDITIONS CLEAR
SUSPECTED HATE CRIME?		SECURITY SYSTEM	LOCATION TYPE BAR/NIGHT CLUB		DESIGNATED AREAS CUSTOMER AREA

Plaintiff004247

1

2

3

IS VICTIM #1 THE REPORTING PERSON? IF NO, ENTER THE NAME, ADDRESS, AND PHONE NUMBER OF THE REPORTING PERSON.

NAME:

Address:

NO

DID THE REPORTED EVENT OCCUR AS A RESULT OF AN INTRA-FAMILY MATTER?

A. WAS PD FORM 378A ISSUED?

IS CPO/TPO OUTSTANDING?

IF YES, ENTER CPO/TPO #:

NO

NO

INJURIES Use the following codes to describe injuries.

N = None Visible		O=Other Major Injury		M = Apparent Minor Injury		I = Possible Internal Injury		T = Loss of Teeth	
T = Loss of Teeth		B = Apparent Broken Bones			G = Gunshot		U = Unconscious		
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY		WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
1	SUSPECT	1	M	APPARENT MINOR INJURY					
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY		WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
2	COMPLAINANT	1	M	APPARENT MINOR INJURY					
	INJURED	NUMBER	INJURY CODE	DESCRIBE INJURY		WHERE TAKEN	BY WHOM	DCFD AMB.	DCFD AMB#
3	COMPLAINANT	2	M	APPARENT MINOR INJURY					

PART III - PROPERTY												
Codes		S = Stolen	I = Impound	L = Lost	E = Evidence			V = Vehicle from which theft occurred				
		R = Recovered	P = Suspected	proceeds of crime			F = Found	D = Alleged drug type			O = Other	
	Code	Description of Item(s)	Serial Number / Operation ID No.	Model No.	Color	Size	Quantity	Comp. Value	Age	MPDC Value	Property Book & Page No.	Location of Property Book
1	OTHER INVOLVED PROPERTY	STAIR RAILING					1	100.00		100.00		
TOTAL VALUE												

PART V - SUSPECT INFORMATION												
1												

NARRATIVE Describe event and action taken.

On the listed date, time, and location, R1 reports that S1 was asked to leave the location because he was being disorderly. S1 refused to leave the location and started to assault C3 and C4 as he was leaving the location. S1 then grabbed a hold of a stair rail and tore it off of the wall as he was leaving. S1 was arrested for simple assault and destruction of property and taken to the 2nd District for processing. Cruiser 201(Lt. Charland) was on the scene. C3 is the ABRA Manager on Duty with a License #ABRA 084183 and expires on 4-5-12. ABRA Investigator Matthews notified at 0354 hours.

EVIDENCE TECHNICIAN/CSES #	NAME OF INVESTIGATOR NOTIFIED		TELETYPE NOTIFIED (Name)		NOTIFICATION ALSO REQUIRED WHENEVER MISSING PERSON LOCATED		
TELETYPE #	REPORTING OFFICER'S SIGNATURE BATSHON, ADEEB S		REPORTING OFFICER'S EMAIL		BADGE NUMBER 3294	ELEMENT 2D	
OTHER POLICE AGENCY	SECOND OFFICER'S NAME		SECOND OFFICER'S EMAIL		BADGE NUMBER	ELEMENT	
SIGNATURE OF SUPERVISOR GEER, JONATHAN M	SUPERVISOR'S EMAIL		BADGE NUMBER S0453	ELEMENT 2D	REVIEWER	STATUS CLOSED BY ARREST	

Case No. :11129427

Arrest No. :

No Data available for Report(s) : PD251 Preliminary Public, PD252, PD252B

EXHIBIT 19

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Declaration of Paul Graven

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

PAUL D. CASEY, <i>et al.</i>)	
)	
Plaintiffs.)	
)	
v.)	Civ. No. 1:13-cv-1452 (RJL)
)	
JASON WARD, <i>et al.</i>)	
)	
Defendants.)	
_____)	

DECLARATION OF PAUL GRAVEN

Pursuant to 28 U.S.C. § 1746, I, Paul Graven, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct:

1. My name is Paul Graven. I am over the age of 18 years old, and I am competent in all respects to testify to the matters herein.

2. I was present at the McDonalds restaurant located at 1916 M Street NW, Washington, DC 20036 on or about October 26, 2014.

3. I arrived at the McDonalds sometime around 2:00am. The Nightmare on M St Bar Crawl was that night (Saturday, October 25) and when I got to the restaurant it was very crowded with people in Halloween costumes, presumably coming from the bar crawl. It was very loud and crowded in the McDonalds.

4. After my friend and I got our food we found a seat by the front windows. All of the other seating was full. The table we sat at was pretty big so we were actually sharing it with several people we did not know.

5. I was seated facing the window, my friend was seated across from me, and there were three people seated to my right, all at the same table. My friend started talking with the people at our table and it turned into a verbal altercation.

6. The guy sitting next to her started to yell and called her a "whore." I stood up for my friend and told him, "That is inappropriate, you shouldn't speak to her like that."

7. At that point, we both stood up and got into each other's faces. We were shouting at each other at a volume where people would have heard.

8. The other guy and I proceeded to walk out of the door of the McDonald's and stopped under the McDonald's awning.

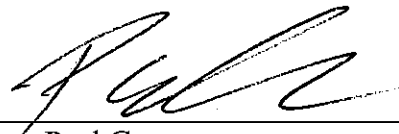
9. Here the situation escalated. We pushed each other back and forth. Then the other guy punched me in the face, and punched me in the side. My friend came outside to break things up and she was also struck by the other guy. Right after the guy's friend pulled him back and we went our separate ways.

10. I did not see any security at the McDonalds during the altercation at all. No employee from McDonalds asked me or the assailant to leave. No employee called the police to my knowledge.

11. I was injured as a result of the fight.

I declare under penalty of perjury that, to the best of my knowledge, the information herein is true, correct, and complete.

Executed on 2/11/16



Paul Graven

EXHIBIT 20

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Giblin Letter

September 2, 2015

Dear Mr. and Mrs. Casey:

I am writing to express my regret of the events on September 23, 2011 which resulted in the death of your son, Patrick Casey. On the night in question, Jason Ward, Justin Ruark and I did not intend for the evening to end in an altercation, and certainly did not proceed to the McDonald's on M Street with the intent to be involved in a physical altercation. I believe that while we were eating in the restaurant, a verbal exchange started between our table and the one occupied by your son. This exchange may have resulted in your son coming to our table. When he approached, it was still just trash talking. The situation escalated when Mr. Lindsey approached and made inflammatory comments, while he passed. I instinctively wanted to remove myself from the situation and to leave. No one knows what would have happened if I had not attempted to leave the restaurant, but I wanted to get away. I believe that if there was a security guard present, the situation would have been diffused at the table.

When I approached the door, my recollection is that both Mr. Lindsey and your son were there. I perceived that Mr. Casey and Mr. Lindsey were blocking the door to prevent my exit. I attempted to get by, and there was some pushing amongst the three of us inside the restaurant while I was trying to leave. The verbal exchange became louder. We tumbled out together, and almost immediately upon getting to the exterior of the restaurant while we were still in physical contact, I was pushed and fell to the ground on my right side. When I was pushed, we were under the awning in front of the doors. After I fell, I believe I was approximately six feet away from Mr. Casey. I did not hear anyone coming after me and decided to get away to end the confrontation. I did not see your son get struck. I certainly never intended that Patrick Casey would be killed as a result of the incident.

I am deeply sorry about what happened to your son.

Sincerely,

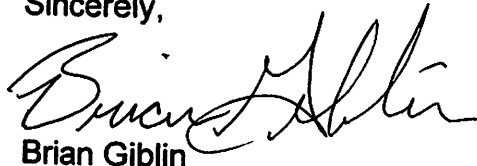

Brian Giblin

EXHIBIT 21

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Franchise Agreement

"Confidential and Proprietary"
Subject to Protective Order

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Franchise") made this 22nd day of May, 1995, for the operation of a McDonald's restaurant located at 1916 M Street, NW, WASHINGTON, D.C. (the "Restaurant") by and between:

McDONALD'S CORPORATION,

a Delaware corporation,

("McDonald's")

and

KYUNG B. RHEE

OKLYOU RHEE

("Franchisee")

for the purpose of granting the Franchisee the rights necessary to operate the Restaurant.

In consideration of the mutual rights and obligations contained herein McDonald's and Franchisee agree as follows:

1. Nature and Scope of Franchise.

(a) McDonald's has developed and operates a restaurant system ("McDonald's System"). The McDonald's System is a comprehensive system for the ongoing development, operation and maintenance of McDonald's restaurant locations which have been selected and developed by McDonald's for the retailing of a limited menu of uniform and quality food products, emphasizing prompt and courteous service in a clean, wholesome atmosphere which is intended to be attractive to children and families and includes proprietary rights in certain valuable trade names, service marks and trademarks, including the trade names "McDonald's" and "McDonald's Hamburgers," designs and color schemes for restaurant buildings, signs, equipment layouts, formulas and specifications for certain food products, methods of inventory and operation control, bookkeeping and accounting, and manuals covering business practices and policies. The McDonald's System is operated and is advertised widely within the United States of America and in certain foreign countries.

(b) McDonald's holds the right to authorize the adoption and use of the McDonald's System at the Restaurant. The rights granted to the Franchisee to operate the Restaurant are set forth in this Franchise, including the Operator's Lease ("Lease") which is attached hereto as Exhibit A, incorporated herein and hereby made a part hereof.

(c) The foundation of the McDonald's System and the essence of this Franchise is the adherence by Franchisee to standards and policies of McDonald's providing for the uniform operation of all McDonald's restaurants within the McDonald's System including, but not limited to, serving only designated food and beverage products; the use of only prescribed equipment and building layout and designs; strict adherence to designated food and beverage specifications and to McDonald's prescribed standards of Quality, Service and Cleanliness in Franchisee's restaurant operation. Compliance by Franchisee with the foregoing standards and policies in conjunction with the McDonald's trademarks and service marks provides the basis for the valuable good will and wide family acceptance of the McDonald's System. Moreover, the establishment and maintenance of a close personal working relationship with McDonald's in the conduct of his McDonald's restaurant business, his accountability for performance of the obligations contained in this Franchise, and his adherence to the tenets of the McDonald's System constitute the essence of this Franchise.

(d) The provisions of this Franchise shall be interpreted to give effect to the intent of the parties stated in this paragraph 1 so that the Restaurant shall be operated in conformity to the McDonald's System through strict adherence to McDonald's standards and policies as they exist now and as they may be from time to time modified.

e) Franchisee acknowledges his understanding of McDonald's basic business policy that McDonald's will grant franchises only to those individuals who live in the locality of their McDonald's restaurant, actually own the entire equity interest in the business of the Restaurant and its profits, and who will work full-time at their McDonald's restaurant business. Franchisee represents, warrants, and agrees that he actually owns the complete equity interest in this Franchise and the profits from the operation of the Restaurant, and that he shall maintain such interest during the term of this Franchise except only as otherwise permitted pursuant to the terms and conditions of this Franchise. Franchisee agrees to furnish McDonald's with such evidence as McDonald's may request, from time to time, for the purpose of assuring McDonald's that Franchisee's interest remains as represented herein.

(f) Franchisee agrees to pay to McDonald's all required payments under this Franchise, including, without limitation, the payments set forth in paragraphs 8 and 9 herein and paragraph 3.01 of the Lease. All payments hereby required constitute a single financial arrangement between Franchisee and McDonald's which, taken as a whole and without regard to any designation or descriptions, reflect the value of the authorization being made available to the Franchisee by McDonald's in this Franchise and the services rendered by McDonald's during the term hereof.

2. *Franchise Grant and Term.*

(a) McDonald's grants to Franchisee for the following stated term the right, license, and privilege:

- (i) to adopt and use the McDonald's System at the Restaurant;
- (ii) to advertise to the public that he is a franchisee of McDonald's;
- (iii) to adopt and use, but only in connection with the sale of those food and beverage products which have been designated by McDonald's at the Restaurant, the trade names, trademarks and service marks which McDonald's shall designate, from time to time, to be part of the McDonald's System; and
- (iv) to occupy the Restaurant as provided herein.

The rights granted under this Franchise are limited to the Restaurant's location only.

(b) The term of the Franchise shall begin on May 22, 1995 and end on May 21, 1997, unless terminated prior thereto pursuant to the provisions hereof; provided, however, if McDonald's consents to the Franchisee exercising the conditional option to purchase the Business Facilities in accordance with the BFL Rider ("BFL Rider") attached hereto and hereby made a part hereof, the term shall be amended to expire as set forth in the BFL Rider.

3. *General Services of McDonald's.* McDonald's shall advise and consult with Franchisee periodically in connection with the operation of the Restaurant and also, upon Franchisee's request, at other reasonable times. McDonald's shall communicate to Franchisee its know-how, new developments, techniques and improvements in areas of restaurant management, food preparation, and service which are pertinent to the operation of a restaurant using the McDonald's System. The communications shall be accomplished by visits by Operations Consultants, printed and filmed reports, seminars, and newsletter mailings. McDonald's shall also make available to Franchisee all additional services, facilities, rights and privileges relating to the operation of the Restaurant which McDonald's makes generally available, from time to time, to all its franchisees operating McDonald's restaurants.

4. *Manuals.* McDonald's shall provide Franchisee with the business manuals prepared by McDonald's for use by franchisees of McDonald's restaurants similar to the Restaurant to be operated by Franchisee. The business manuals contain detailed information including: (a) required operations procedures; (b) methods of inventory control; (c) bookkeeping and accounting procedures; (d) business practices and policies; and (e) other management, advertising, and personnel policies. Franchisee agrees to promptly adopt and use exclusively the formulas, methods and policies contained in the business manuals, now and as they may be modified by McDonald's from time to time. Franchisee acknowledges that McDonald's is the owner of all proprietary rights in and to the McDonald's System and that the information revealed in the business manuals, in their entirety, constitute confidential trade secrets. Without the prior written consent of McDonald's, Franchisee shall not disclose the contents of the business manuals to any person, except employees of Franchisee for purposes related solely to the operation of the Restaurant, nor shall Franchisee reprint or reproduce the manuals in whole or in part for any purpose except in connection with instruction of employees in the operation of Franchisee's Restaurant. Such manuals, as modified by McDonald's from time to time, and the policies contained therein, are incorporated in this Franchise by reference.

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5. **Advertising.** McDonald's employs both public relations and advertising specialists who formulate and carry out national and local advertising programs for the McDonald's System.

Franchisee shall use only advertising and promotional materials and programs provided by McDonald's or approved in advance, in writing, by McDonald's. Neither the approval by McDonald's of Franchisee's advertising and promotional material nor the providing of such material by McDonald's to Franchisee shall, directly or indirectly, require McDonald's to pay for such advertising or promotion.

Franchisee shall expend during each calendar year for advertising and promotion of the Restaurant to the general public an amount which is not less than _____ of his Gross Sales (as that term is defined in Paragraph 7) for such year. Expenditures by Franchisee to national and regional cooperative advertising and promotion of the McDonald's System, or to a group of McDonald's restaurants which includes the Restaurant, shall be a credit against the required minimum expenditures for advertising and promotion to the general public.

6. **Training.** McDonald's shall make available to Franchisee the services of Hamburger University, the international training center for the McDonald's System. Franchisee acknowledges the importance of quality of business operation among all restaurants in the McDonald's System and agrees to enroll himself and his managers, present and future, at Hamburger University or at such other training center as may be designated by McDonald's from time to time. McDonald's shall bear the cost of maintaining Hamburger University and any other training centers, including the overhead costs of training, staff salaries, materials and all technical training tools and agrees to provide to Franchisee both basic and advanced instruction for the operation of a McDonald's System restaurant. Franchisee shall pay all traveling, living, compensation or other expenses incurred by Franchisee and his employees in connection with attendance at Hamburger University or such other training centers.

7. **Gross Sales.** For the purposes of this Franchise, the term "Gross Sales" shall mean all revenues from sales of the Franchisee based upon all business conducted upon or from the Restaurant, whether such sales be evidenced by check, cash, credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages and tangible property of every kind and nature, promotional or otherwise and for services performed from or at the Restaurant, together with the amount of all orders taken or received at the Restaurant, whether such orders be filled from the Restaurant or elsewhere. Gross Sales shall not include sales of merchandise for which cash has been refunded, provided that such sales shall have previously been included in Gross Sales. There shall be deducted from Gross Sales the price of merchandise returned by customers for exchange, provided that such returned merchandise shall have been previously included in Gross Sales, and provided that the sales price of merchandise delivered to the customer in exchange shall be included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein, and actually paid by the Franchisee to such governmental authority. Each charge or sale upon credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when the Franchisee shall receive payment (whether full or partial) therefor.

8. (a) **Service Fee.** Franchisee shall pay a monthly service fee on or before the 10th day of the following month in an amount equal to _____ of the Gross Sales of the Restaurant for the preceding month immediately ended.

(b) **Method of Payment.** Franchisee shall at all times participate in the McDonald's automatic debit/credit transfer program as specified by McDonald's from time to time (currently called the Pre Authorized Licensee Payment System (PALS)) for the payment of all amounts due McDonald's pursuant to this Franchise. Franchisee shall execute and deliver to McDonald's such documents and instruments as may be necessary to establish and maintain said automatic debit/credit transfer program.

(c) **Interest on Delinquencies.** In the event that the Franchisee is past due on the payment of any amount due McDonald's, under this Agreement, including accrued interest, the Franchisee shall be required, to the extent permitted by law, to pay interest on the past due amount to McDonald's for the period beginning with the original due date for payment

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to the date of actual payment at an annual rate equal to the highest rate allowed by law or if there is no maximum rate permitted by law, the . . . Such interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by

9. (a) *Initial Fee.* Franchisee acknowledges that: (a) the undertakings herein set forth, and the expected performance thereof by the parties hereto, shall constitute the consideration for the grant of this Franchise; and (b) an Initial Fee of . . . shall be paid by Franchisee to McDonald's if Franchisee exercises the conditional option granted pursuant to the BFL Rider. If the Restaurant has not been constructed or is not ready for occupancy at the time of the execution of this Franchise, McDonald's shall use its best efforts to expedite the construction and lease of the Restaurant to Franchisee. However, McDonald's shall not be liable to Franchisee in any manner for any delays in or lack of completion of such construction for any reason. McDonald's shall be under no obligation to enforce performance or to seek other remedies for non-performance of any lease, clause or contract necessary for the construction of the Restaurant and reserves the right, in case construction of the Restaurant should be abandoned, the lease assigned, or other interest in the premises be relinquished, to terminate this Franchise upon reimbursement to Franchisee of the Initial Fee. At such time as the Restaurant is completed and ready for occupancy the Initial Fee shall be deemed to be earned. If the Restaurant is not ready for occupancy within one year from the date of this Franchise, Franchisee shall have the right to terminate this Franchise and obtain an immediate refund of the Initial Fee upon written request to McDonald's.

(b) *Franchise Security Deposit.* Franchisee, as security for the performance of his obligations under this Franchise, has deposited with McDonald's the sum of . . . ("Franchise Security Deposit"). McDonald's, or its successors or assigns, will retain the Franchise Security Deposit as long as this Franchise is in force and, unless otherwise required by law, without any obligation for the payment of interest and with full authority to commingle it with any other funds until the cessation of liabilities of Franchisee under this Franchise, at which time McDonald's or its successors or assigns are bound, within 30 days, to repay so much of the amount of the Franchise Security Deposit as may not have been used to cure Franchisee's defaults. If there is a default by Franchisee in any of Franchisee's obligations or any of the terms, covenants, agreements and conditions of this Franchise, McDonald's may, in addition to other remedies available, use, apply or retain all or any part of the Franchise Security Deposit to cure any default of Franchisee, or otherwise make itself whole for any damage or expense occasioned thereby. This shall include any damages and expenses or deficiencies in the reletting of the Premises (as defined in the Lease), regardless of whether the accrual of such damages, expenses or deficiencies occurred before or after eviction or summary or other re-entry by McDonald's.

If McDonald's uses or applies the Franchise Security Deposit, Franchisee will promptly restore the amount of the Franchise Security Deposit so that the sum will remain intact at all times. Upon any assignment by McDonald's of its interest in this Franchise, McDonald's and subsequent assignors will be fully released and discharged of any liability with respect to the Franchise Security Deposit made by Franchisee under this Franchise upon procuring an assumption from the assignee of all of McDonald's responsibilities with respect to the Franchise Security Deposit. Franchisee will not assign or encumber the Franchise Security Deposit and McDonald's will not be bound by any such assignment or encumbrance.

10. *Reports.* On or before 11:00 a.m. Central Standard Time on the first business day of each month, Franchisee shall render, in a manner specified by McDonald's, a statement, in such form as McDonald's shall reasonably require from time to time, of all receipts from the operation of the Restaurant for the preceding month immediately ended. On or before the twenty-fifth (25th) day of each month Franchisee shall submit to McDonald's an operating statement and a statistical report for the previous month in form satisfactory to McDonald's. Franchisee shall keep and preserve full and complete records of Gross Sales for at least three years in a manner and form satisfactory to McDonald's and shall also deliver such additional financial, operating and other information and reports as McDonald's may reasonably request on the forms and in the manner prescribed by McDonald's. Franchisee further agrees to submit within ninety (90) days following the close of each fiscal year of his Restaurant's operation, a profit and loss statement covering operations during such fiscal year and a balance sheet taken as of the close of such fiscal year, all prepared in accordance with generally accepted accounting principles. The profit and loss statement and the balance sheet shall, if McDonald's shall request certification, be certified by a certified public accountant. Franchisee shall at his expense cause his public accountant and

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certified public accountant, if any, to consult with McDonald's concerning such statement and balance sheet. The original of each such report required by this paragraph 10 shall be mailed to McDonald's at the address indicated in paragraph 22 herein.

McDonald's shall have the right to inspect and/or audit Franchisee's accounts, books, records and tax returns at all reasonable times to insure that Franchisee is complying with the terms of the Franchise. If such inspection discloses that Gross Sales actually exceeded the amount reported by Franchisee as his Gross Sales by an amount equal to of Gross Sales originally reported to McDonald's, Franchisee shall bear the cost of such inspection and audit.

11. Restrictions. Franchisee agrees and covenants as follows:

(a) During the term of this Franchise, Franchisee shall not, without the prior written consent of McDonald's, directly or indirectly, engage in, acquire any financial or beneficial interest (including interests in corporations, partnerships or trusts, unincorporated associations and joint ventures) in, or become a landlord for any restaurant business, which is similar to the Restaurant operated by the Franchisee.

(b) Franchisee shall not, for a period of 18 months after termination of this Franchise for any reason or the sale of the Restaurant, directly or indirectly, engage in or acquire any financial or beneficial interest (including any interest in corporations, partnerships or trusts, unincorporated associations and joint ventures) in, or become a landlord of any restaurant business which is similar to the Restaurant operated by the Franchisee within a ten-mile radius of said Restaurant.

(c) Franchisee shall not appropriate, use, or duplicate the McDonald's System, or any portion thereof, for use at any other self-service, carry-out or other similar restaurant business.

(d) Franchisee shall not disclose or reveal any portion of the McDonald's System to a non-franchisee other than to his Restaurant employees as an incident of their training.

(e) Franchisee shall acquire no right to use, or to license the use of, any name, mark or other intellectual property right granted or to be granted herein, except in connection with the operation of the Restaurant.

The restrictions contained in paragraphs 11(a) and (b) herein shall not apply to ownership of less than 1% of the shares of a company whose shares are listed and traded on a national or regional securities exchange.

12. Compliance with Entire System. Franchisee acknowledges that every component of the McDonald's System is important to McDonald's and to the operation of the Restaurant as a McDonald's restaurant, including a designated menu of food and beverage products; uniformity of food specifications, preparation methods, quality and appearance; and uniformity of facilities and service.

McDonald's shall have the right to inspect the Restaurant at all reasonable times to ensure that Franchisee's operation thereof is in compliance with the standards and policies of the McDonald's System.

Franchisee shall comply with the entire McDonald's System, including, but not limited to, the following:

(a) Operate the Restaurant in a clean, wholesome manner in compliance with prescribed standards of Quality, Service, and Cleanliness; comply with all business policies, practices and procedures imposed by McDonald's; serve at the Restaurant only those food and beverage products now or hereafter designated by McDonald's; and maintain the building, equipment, signage, seating and decor and parking area, in a good, clean, wholesome condition and repair, and well lighted and in compliance with designated standards as may be prescribed from time to time by McDonald's;

(b) Purchase kitchen fixtures, lighting and other equipment, seating, and signs in accordance with the equipment specifications and layout initially designated by McDonald's, and, promptly after notice from McDonald's that the Restaurant premises are ready for occupancy, cause the installation thereof;

(c) Keep the Restaurant constructed and equipped in accordance with the building blueprints and equipment layout plans that are standard in the McDonald's System or as such blueprints and plans may be reasonably changed from time to time by McDonald's;

(d) Franchisee shall not, without the prior written consent of McDonald's: (i) make any building design conversion, or (ii) make any alterations, conversions, or additions to the building, equipment or parking area;

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(c) Make repairs or replacements required because of damage, wear and tear, or in order to maintain the Restaurant building and parking area in good condition and in conformity to blueprints and plans;

(f) Where parking is provided, maintain the parking area for the exclusive use of Restaurant customers;

(g) Operate the Restaurant seven days per week throughout the year and at least during the hours from 7:00 a.m. to 11:00 p.m., or such other hours as may from time to time be prescribed by McDonald's (except when the Restaurant is untenable as a result of fire or other casualty), maintain sufficient supplies of food and paper products, and employ adequate personnel so as to operate the Restaurant at its maximum capacity and efficiency;

(h) Cause all employees of Franchisee, while working in the Restaurant, to: (i) wear uniforms of such color, design and other specifications as McDonald's may designate from time to time, (ii) present a neat and clean appearance, and (iii) render competent and courteous service to Restaurant customers;

(i) In the dispensing and sale of food products: (i) use only containers, cartons, bags, napkins and other paper goods and packaging bearing the approved trademarks and which meet the McDonald's System specifications and quality standards which McDonald's may designate from time to time; (ii) use only those flavorings, garnishments and food and beverage ingredients which meet the McDonald's System specifications and quality standards which McDonald's may designate from time to time; and (iii) to employ only those methods of food handling and preparation which McDonald's may designate from time to time;

(j) To make prompt payment in accordance with the terms of invoices rendered to Franchisee on his purchase of fixtures, signs, equipment and food and paper supplies;

(k) At his own expense, comply with all federal, state and local laws, ordinances and regulations affecting the operation of the Restaurant.

13. **Best Efforts.** Franchisee shall diligently and fully exploit the rights granted in this Franchise by personally devoting full time and best efforts and, in case more than one individual has executed this Franchise as the Franchisee, then KYUNG B. RHEE shall personally devote full time and best efforts to the operation of the Restaurant. Franchisee shall keep free from conflicting enterprises or any other activities which would be detrimental to or interfere with the business of the Restaurant.

14. **Interference with Employment Relations of Others.** During the term of this Franchise, Franchisee shall not employ or seek to employ any person who is at the time employed by McDonald's, any of its subsidiaries, or by any person who is at the time operating a McDonald's restaurant or otherwise induce, directly or indirectly, such person to leave such employment. This paragraph 14 shall not be violated if such person has left the employ of any of the foregoing parties for a period in excess of six months.

15. **Assignment.** Without the prior written consent of McDonald's, Franchisee's interest in this Franchise shall not be assigned or otherwise transferred in whole or in part (whether voluntarily or by operation of law) directly, indirectly, or contingently, and then only in accordance with the terms of this paragraph 15.

(a) **Death or Permanent Incapacity of Franchisee.** Upon the death or permanent incapacity of Franchisee, the interest of Franchisee in this Franchise may be assigned either pursuant to the terms of sub-paragraph (d) herein or to one or more of the following persons: Franchisee's spouse, heirs, or nearest relatives by blood or marriage, subject to the following conditions: (i) If, in the sole discretion of McDonald's, such person shall be capable of conducting the Restaurant business in accordance with the terms and conditions of this Franchise, and (ii) If such person shall also execute an agreement by which he personally assumes full and unconditional liability for and agrees to perform all the terms and conditions of this Franchise to the same extent as the original Franchisee. If, in McDonald's sole discretion, such person cannot devote his full time and best efforts to the operation of the Restaurant or lacks the capacity to operate the Restaurant in accordance with this Franchise, McDonald's shall have an option to operate and/or manage the Restaurant for the account of Franchisee or of his estate until the deceased or incapacitated Franchisee's interest is transferred to another party acceptable to McDonald's in accordance with the terms and conditions of this Agreement. However, in no event shall such McDonald's operation and management of the Restaurant continue for a period in excess of twelve (12) full calendar months without the consent of Franchisee or his estate. In the event that McDonald's so operates and/or manages the Restaurant, McDonald's shall make a complete account to and return the net income from such operation to the Franchisee or to his estate, less a reasonable management fee and expenses. If the disposition of the

Restaurant to a party acceptable to McDonald's has not taken place within twelve (12) months from the date that McDonald's has commenced the operation or management of the Restaurant on behalf of the deceased or incapacitated Franchisee, then, in that event McDonald's shall have the option to purchase the Restaurant at fair market value for cash or its common stock at its option.

(b) **Assignment to Franchisee's Corporation.** McDonald's shall, upon Franchisee's compliance with such requirements as may from time to time be prescribed by McDonald's, including a Stockholders Agreement in the form prescribed by McDonald's, consent to an assignment to a corporation whose shares are wholly owned and controlled by Franchisee. The corporate name of the corporation shall not include any of the names or trademarks granted by this Franchise. Any subsequent assignment or transfer, either voluntarily or by operation of law, of all or any part of said shares shall be made in compliance with the terms and conditions set forth in sub-paragraph (a) and (d) herein.

(c) **First Option to Purchase.** Franchisee or his representative shall at least 20 days prior to the proposed effective date give McDonald's written notice of intent to sell or otherwise transfer this Franchise pursuant to sub-paragraph (d) of this paragraph 15. The notice shall set forth the name and address of the proposed purchaser and all the terms and conditions of any offer. McDonald's shall have the first option to purchase the Restaurant by giving written notice to Franchisee of its intention to purchase on the same terms as the offer within ten (10) days following McDonald's receipt of such notice. However, if McDonald's fails to exercise its option and the Restaurant is not subsequently sold to the proposed purchaser for any reason, McDonald's shall continue to have, upon the same conditions, a first option to purchase the Restaurant upon the terms and conditions of any subsequent offer.

(d) **Other Assignment.** In addition to any assignments or contingent assignments contemplated by the terms of sub-paragraphs (a) and (b) of this paragraph 15, Franchisee shall not sell, transfer or assign this Franchise to any person or persons without McDonald's prior written consent. Such consent shall not be arbitrarily withheld.

In determining whether to grant or to withhold such consent, McDonald's shall consider of each prospective transferee, by way of illustration, the following: (i) work experience and aptitude, (ii) financial background, (iii) character, (iv) ability to personally devote full time and best efforts to managing the Restaurant, (v) residence in the locality of the Restaurant, (vi) equity interest in the Restaurant, (vii) conflicting interests, and (viii) such other criteria and conditions as McDonald's shall then apply in the case of an application for a new franchise to operate a McDonald's restaurant. McDonald's consent shall also be conditioned each upon such transferee's execution of an agreement by which he personally assumes full and unconditional liability for and agrees to perform from the date of such transfer all obligations, covenants and agreements contained in this Franchise to the same extent as if he had been an original party to this Franchise. Franchisee-transferor shall continue to remain personally liable for all affirmative obligations, covenants and agreements contained herein for the full term of this Franchise or for such shorter period as McDonald's may, in its sole discretion, determine. Upon each assignment or other transfer of this Franchise to any person or persons under the terms and conditions of this sub-paragraph 15(d), the percentage service fee charge owing to McDonald's after the date of such assignment or transfer shall be automatically adjusted to the then prevailing percentage service fee charge required under new Franchises issued by McDonald's for similar McDonald's restaurants at the time of such assignment or transfer.

16. **Franchisee not an Agent of McDonald's.** Franchisee shall have no authority, express or implied, to act as agent of McDonald's or any of its affiliates for any purpose. Franchisee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business, including any personal property, equipment, fixtures or real property connected therewith and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the Restaurant.

17. **Insurance.** Franchisee shall, upon taking possession of the Restaurant, acquire and maintain in effect such insurance with such coverages as may be required by the terms of any lease of the Restaurant premises to McDonald's, and in any event, Franchisee shall acquire and maintain in effect not less than the following coverages in the following minimum amounts:

(a) **Worker's Compensation Insurance** prescribed by law in the state in which the Restaurant is located and **Employer's Liability Insurance** with a minimum limit. If the state in which the Restaurant is located allows the option of not carrying Worker's Compensation Insurance, and Franchisee chooses to exercise that option, Franchisee

shall nonetheless carry and maintain other insurance with limits at least equal to those established by the state's Worker's Compensation law or as may be approved by McDonald's.

(b) Comprehensive general liability insurance in a form approved by McDonald's with a combined single limit of _____ for Bodily Injury and Property Damage, per occurrence.

(c) All such insurance as may be required under the Lease.

All insurance policies required to be carried hereunder shall name McDonald's and any party designated by McDonald's as additional insureds, as their interests may appear in this Agreement. All policies shall be effective on or prior to the date Franchisee is given possession of the Restaurant premises for the purpose of installing equipment or opening the Restaurant, whichever occurs first, and evidence of payment of premiums and duplicate copies of policies of the insurance required herein shall be delivered to McDonald's at least thirty (30) days prior to the date that Franchisee opens for business and/or thirty (30) days prior to the expiration dates of an existing policy of insurance. All policies of insurance shall include a provision prohibiting cancellations or material changes to the policy thereof until thirty (30) days written notice has been given to McDonald's.

In the event Franchisee shall fail to obtain the insurance required herein, McDonald's may, but need not, purchase said insurance, adding the premiums paid to Franchisee's monthly rent. (Franchisee may authorize McDonald's to purchase and to administer the required minimum insurance on Franchisee's behalf. However, McDonald's by placement of the required minimum insurance, assumes no premium expense nor guarantees any losses sustained). McDonald's may relieve itself of all obligations with respect to the administration of such required insurance coverage by giving ten (10) days written notice to Franchisee.

All insurance shall be placed with a reputable insurance company licensed to do business in the state in which the Restaurant is located and having a Financial Size Category of XV and Policyholders Rating of "A+" or "A" (Excellent) as assigned by Alfred M. Best and Company, Inc.

18. **Material Breach.** The parties agree that the happening of any of the following events shall constitute a material breach of this Franchise and violate the essence of Franchisee's obligations, and, without prejudice to any of its other rights or remedies at law or in equity, McDonald's at its election, may terminate this Franchise upon the happening of any of the following events:

(a) Franchisee shall fail to maintain and operate the Restaurant in a good, clean, wholesome manner and in compliance with the standards prescribed by the McDonald's System;

(b) Franchisee shall be adjudicated a bankrupt, become insolvent, or a receiver, whether permanent or temporary, for all or substantially all of Franchisee's property, shall be appointed by any court, or Franchisee shall make a general assignment for the benefit of his creditors, or a voluntary or involuntary petition under any bankruptcy law shall be filed with respect to Franchisee and shall not be dismissed within thirty (30) days thereafter;

(c) Any payment owing to McDonald's is not paid within thirty (30) days after the date such payment is due;

(d) Any judgment or judgments aggregating in excess of \$ _____ against Franchisee or any lien in excess of \$ _____ against Franchisee's property shall remain unsatisfied or unbonded of record in excess of thirty (30) days;

(e) Franchisee shall cause, suffer or permit (voluntarily or involuntarily) his right of possession as lessee or sublessee of the premises on which the Restaurant is located to be terminated prematurely for any cause whatever;

(f) Franchisee shall acquire any interest in a business in violation of sub-paragraph 11(a);

(g) Franchisee shall duplicate the McDonald's System in violation of sub-paragraph 11(c);

(h) Franchisee shall make or cause a disclosure of any portion of the McDonald's System in violation of sub-paragraph 11(d) or shall make or cause a disclosure of part of the McDonald's System business manuals;

(i) Franchisee shall violate sub-paragraph 11(e) by use of any name, trademark, service mark, or other intellectual property right of McDonald's exceeding the restrictions of said paragraph 11;

(j) Franchisee shall knowingly sell food or beverage products other than those designated by McDonald's or which fail to conform to McDonald's System specifications for those products, or which are not prepared in accordance with the methods prescribed by McDonald's, or fail to sell products designated by McDonald's;

REDACTED

REDACTED

(k) Any assignment or other transfer of any interest of the Franchisee in this Franchise shall occur in violation of sub-paragraph 15 (d) herein;

(l) Franchisee shall deny McDonald's the right to inspect the Restaurant at reasonable times;

(m) Franchisee shall fail to make or make repeated delays in the prompt payment of undisputed invoices from his suppliers or in the remittance of payments as required by this Franchise;

(n) Franchisee makes any misrepresentations to McDonald's relating to the acquisition and/or ownership of the Franchise;

(o) Franchisee engages in public conduct which reflects materially and unfavorably upon the operation of the Restaurant, the reputation of the System or the good will associated with the McDonald's trademarks; provided that engaging in legitimate political activity (including testifying, lobbying or otherwise attempting to influence legislation) shall not be grounds for termination;

(p) Franchisee is convicted of, pleads guilty or no contest to a felony, or any other crime that is reasonably likely to adversely affect the System, the Restaurant or the good will associated with the McDonald's trademarks; or

(q) Franchisee intentionally understates Gross Sales reported to McDonald's.

19. **Other Breaches.** If Franchisee fails in the performance of any of the terms and conditions of this Franchise (other than performance of the terms and conditions listed in paragraph 18), he shall be guilty of a breach of this Franchise which shall not (except in the case of repeated breaches of the same or of different terms and conditions of the Franchise) constitute grounds for termination of the Franchise. McDonald's shall have the right to seek judicial enforcement of its rights and remedies, including, but not limited to, injunctive relief, damages, or specific performance. Notwithstanding any of the provisions of this paragraph 19, any uncured breach of the terms of this Franchise (whether of paragraph 18 or 19) shall be sufficient reason for McDonald's to withhold approval of its consent to any assignment or transfer of Franchisee's interest in the Franchise provided for herein.

20. **Effect of Termination.**

(a) In the event of any material breach of this Franchise, McDonald's shall have an immediate right to enter and take possession of the Restaurant in order to maintain continuous operation of the Restaurant, to provide for orderly change of management and disposition of personal property, and to otherwise protect McDonald's interest.

(b) Upon termination of this Franchise due to any breach or breaches, Franchisee shall not, without the prior written consent of McDonald's, remove any furniture, fixtures, signs, equipment or other property or leasehold improvements from the premises either prior to or for a period of thirty (30) days following such termination. McDonald's shall have the option for thirty (30) days following any such termination to purchase Franchisee's furniture, fixtures, signs, equipment, leasehold improvements and other property or any portion thereof for a sum equal to the fair market value of such property. In the event of such a termination, there shall be no payment by McDonald's for intangible assets of Franchisee.

(c) Upon termination of this Franchise due to the expiration of its term or as a result of any eminent domain proceedings affecting the premises upon which the Restaurant is situated, Franchisee shall not remove any furniture, fixtures, signs, equipment and other property or leasehold improvements within sixty (60) days prior to the date specified for termination or the date specified for takeover by any public authority. McDonald's shall, upon written notice at least thirty (30) days prior to such date of termination of McDonald's intention to purchase said property, have the option to purchase Franchisee's furniture, fixtures, signs, equipment and other chattels or any portion thereof for a sum equal to the fair market value of such physical property. In the event of such a termination, there shall be no payment by McDonald's for intangible assets of Franchisee.

(d) Upon termination or expiration of the Franchise, Franchisee shall forthwith return to McDonald's the business manuals furnished to him, together with all other material containing trade secrets, operating instructions or business practices; discontinue the use of the McDonald's System and its associated trade names, service marks and trademarks or the use of any and all signs and printed goods bearing such names and marks, or any reference to them; not disclose, reveal or publish all or any portion of the McDonald's System; and Franchisee shall not thereafter use any trade name, service mark or trademark similar to or likely to be confused with those of McDonald's.

21. *Effect of Waivers.* No waiver by McDonald's or any breach or a series of breaches of this Franchise shall constitute a waiver of any subsequent breach or waiver of the terms of this Franchise.

22. *Notices.* Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, addressed to Franchisee at the Restaurant or to McDonald's at ONE McDONALD'S PLAZA, OAK BROOK, ILLINOIS 60521. Either party, by a similar written notice, may change the address to which notices shall be sent.

23. *Cost of Enforcement.* If McDonald's institutes any action at law or in equity against Franchisee to secure or protect McDonald's rights under or to enforce the terms of this Franchise, in addition to any judgment entered in its favor, McDonald's shall be entitled to recover such reasonable attorneys' fees as may be allowed by the court together with court costs and expenses of litigation.

24. *Indemnification.* If McDonald's shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Franchisee, his employees or agents, or by reason of any act occurring on the Restaurant premises, or by reason of an omission with respect to the business or operation of the Restaurant, Franchisee shall indemnify and hold McDonald's harmless against all judgments, settlements, penalties, and expenses, including attorneys' fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on McDonald's in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and, at the election of McDonald's, Franchisee shall also defend McDonald's.

25. *Construction and Severability.* All references in this Franchise to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice-versa. Either reference shall include the feminine. If any part of this Franchise for any reason shall be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In the event that any material provision of this Franchise shall be stricken or declared invalid, McDonald's reserves the right to terminate this Franchise.

26. *Scope and Modification of Franchise.* This Franchise (including Exhibit A, the BFL Rider and any other riders hereto) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties. No interpretation, change, termination or waiver of any of the provisions hereof shall be binding upon McDonald's unless in writing signed by an officer of McDonald's or its Franchising Director, and which is specifically identified as an amendment hereto. No modification, waiver, termination, rescission, discharge or cancellation of this Franchise shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation.

27. *Governing Laws.* The terms and provisions of this Franchise shall be interpreted in accordance with and governed by the laws of the State of Illinois.

28. *Acknowledgment.* Franchisee acknowledges that:

(a) The term of this Franchise is set forth in paragraph 2(b) hereof with no promise or representation as to the renewal of this Franchise or the grant of a new Franchise;

(b) Franchisee hereby represents that he has received a copy of this Franchise, has read and understands all obligations being undertaken and has had an opportunity to consult with his attorney with respect thereto at least five (5) days prior to his execution thereof;

(c) No representation has been made by McDonald's as to the future profitability of the Restaurant;

(d) Prior to the execution of this Franchise, Franchisee has worked at a McDonald's restaurant, has had ample opportunity to contact existing franchisees of McDonald's and to investigate all representations made by McDonald's relating to the McDonald's System;

(e) This Franchise establishes the Restaurant at the location specified on page 1 hereof only and that no "exclusive," "protected" or other territorial rights in the contiguous market area of such Restaurant is hereby granted or inferred;

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(f) This Franchise supersedes any and all other agreements, representations, respecting the Restaurant and contains all the terms, conditions, and obligations of the parties with respect to the grant of this Franchise;

(g) McDonald's is the sole owner of the trademarks, trade names, service marks and good will associated therewith, and Franchisee acquires no right, title, or interest in those names and marks other than the right to use them only in the manner and to the extent prescribed and approved by McDonald's;

(h) No future franchise or offers of franchises for additional McDonald's restaurants, other than this Franchise for the Restaurant, have been promised to Franchisee and that any other franchise offer shall only be in writing, executed by an officer of McDonald's and specifically identified as a Franchise Agreement or Rewrite Commitment Letter;


(i) Neither McDonald's nor anyone acting on its behalf has made any representations, inducements, promises, or agreements, orally or otherwise, respecting the subject matter of this Franchise, which is not embodied herein or set forth in the Uniform Franchise Offering Circular For Prospective Franchisees; and

(j) This Franchise is offered to Franchisee personally and to no others, and may not be accepted by any other person, partnership or corporation, or transferred by assignment, will or operation of law.

IN WITNESS WHEREOF, the parties hereto set their hands and seals, in duplicate, the day and year in this instrument first above written.

McDONALD'S CORPORATION

By:


Eugene Stachowiak Jr.
Assistant Vice President -
Franchising

Prepared By: James R. Fullmer

Kyung B. Rhee


Franchisee

Date

Oklyou Rhee


Franchisee

Date

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L/C: 8/39

BFL RIDER

This Rider is attached to and incorporated into that certain Franchise Agreement ("Agreement") dated May 22, 1995, by and between McDonald's Corporation ("McDonald's") and Kyung B. Rhee and Oklyou Rhee ("Franchisee").

1. Franchisee is hereby granted a conditional option to purchase the Business Facilities (as that term is defined in the Lease) for the Restaurant upon the following terms:

(a) After twelve (12) months operation of the Restaurant business and upon sixty (60) days notice to McDonald's Franchisee may purchase (i) the Business Facilities excluding real estate and building, (ii) the right to occupy the Restaurant premises and building in accordance with the Lease as amended pursuant to paragraph 1(d) hereof, and (iii) the right to use the McDonald's System in accordance with the Franchise (including payment of the initial franchise fee), as amended pursuant to paragraph 1(d) hereof. The purchase price shall be

(b) Franchisee shall be responsible for payment of all state sales and bulk transfer taxes which may be due as a result of the exercising the conditional option to purchase the Business Facilities.

(c) Franchisee may not exercise this conditional option unless McDonald's has determined to its satisfaction that: (i) Franchisee's operation of the Restaurant has been in compliance with the Agreement; (ii) Franchisee injects _____ if the purchase price in unencumbered funds; and (iii) the cash flow from the operations of the Restaurant is sufficient.

(d) Upon exercise of the conditional option, the Franchise will be amended to provide for the following term and rental:

(i) The term shall expire on May 21, 2015, unless terminated prior thereto pursuant to the provisions of the Agreement.

(ii) A monthly rental payment equal to the basic rent amount, plus the percentage of monthly gross sales in excess of the monthly gross sales amount, as outlined below:

Period:	Option Exercise thru	6/1/97 thru 5/31/97	6/1/01 thru 5/31/01	5/21/15
---------	----------------------------	---------------------------	---------------------------	---------

Basic Rent:

Percentage
Rent:

Monthly
Gross Sales: \$

This rental will be increased to reflect any real estate or leasehold improvement costs incurred by McDonald's at the Restaurant either prior to or immediately following the effective date of the Agreement which have not yet been included in the rental calculation. The formula used to calculate the revised rental shall be the same formula used to calculate the rental described above. This rental shall be paid, as more specifically set forth in the Lease.

(e) Upon exercise of the conditional option, Franchisee shall execute a Business Facilities Lease Option Exercise Agreement with McDonald's on McDonald's standard forms.

(f) The conditional option described above shall not survive the original term of the Franchise as stated in this paragraph, and is personal to only Franchisee.

2. Franchisee shall pay to McDonald's the amount of inventories of food, paper goods, paper supplies, gift certificates, linens and uniforms on hand at the Restaurant at the close of business on May 21, 1995, on or before June 22, 1995.

3. Franchisee hereby assumes all of the contracts in effect at the Restaurant for OPNAD, local co-op advertising, Muzak and any other contracts not previously terminated.

4. A condition precedent to the grant of the Franchise is that McDonald's obtains title and possession of the Restaurant on or before 12:01 a.m. on May 22, 1995. If McDonald's does not obtain title and possession for any reason, this offer of Franchise to Franchisee is null and void and McDonald's shall have no liability to Franchisee in connection therewith.

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Washington, D.C.
1916 M. Street, N.W.
L/C: 008-0039 File #6674

EXHIBIT A TO FRANCHISE AGREEMENT

OPERATOR'S LEASE

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OPERATOR'S LEASE

THIS LEASE shall be considered effective the same date as the Franchise Agreement dated May 22, 1995, to which it is attached (the "Franchise Agreement"). The term "Landlord," when used in this Lease, shall refer to McDonald's Corporation and the term "Tenant," when used in this Lease, shall refer to the undersigned Tenant.

In consideration of the mutual promises contained in this Lease, the parties agree as follows:

ARTICLE 1 SUMMARY OF FUNDAMENTAL LEASE PROVISIONS

1.01 Term: (See Article 2.02) The term of this Lease will begin on May 22, 1995 and will end on May 21, 1997. However, if Tenant exercises the conditional option to purchase, and if Landlord approves the exercise, in accordance with the Franchise Agreement, the term will be amended to end May 21, 2015, and the rent will be amended as provided in the Franchise Agreement.

1.02 Rent: See Article 3.01 and Schedule B, attached.

1.03 Legal Description: See Schedule A and Article 2.01. The Premises will also include those items normally required for the operation of a McDonald's Restaurant, including, but not limited to, all signs, equipment and furnishings (called "Business Facilities") now or later installed in or placed on the Premises, in accordance with the criteria and specifications of Landlord. An inventory of the business facilities, if requested by Tenant or Landlord, will be completed by the parties prior the commencement date and will be considered a part of this Lease.

1.04 Liability Insurance Limits:

1.05 Attachments, Exhibits and Addenda: This Lease includes the following Attachments, Schedules and Addenda which will take precedence over conflicting provisions (if any) of this Lease, and they are made an integral part of this Lease and are fully incorporated into it by this reference.

- A. Schedule A -- Legal Description
- B. Schedule B -- Rent
- C. Parking Lease dated August 28, 1984 and Amendment to Parking Lease dated July 1, 1983.
- D. License Agreement dated April 30, 1983.

References in this Article to the other Articles in this Lease are for convenience and to designate some of the other Articles where references to particular Fundamental Lease Provisions will be made. If there is any conflict between a Fundamental Lease Provision and the balance of the Lease, the former will control.

ARTICLE 2 PREMISES AND TERM

2.01 Premises: Landlord leases to Tenant the real estate described in Schedule A, attached, together with all easements and appurtenances and all buildings and improvements located on the real estate (all of which are collectively referred to in this Lease as "the Premises"). The Premises are subject to any easements, conditions, encumbrances, restrictions, and party wall agreements, if any, of record and roads and highways and zoning and building code restrictions existing on the date of this Lease.

2.02 Term: The term of this Lease will be as indicated in Article 1.01, subject, however, to any rights set forth in this Lease for the earlier termination of the Lease term. At the request of either party, a supplement establishing the beginning and ending dates of this Lease shall be executed. Landlord may establish the beginning date by notifying the Tenant in writing of the date it recognizes as the beginning date of the term.

2.03 Quiet Enjoyment: Landlord promises that Tenant, upon paying the rent and all other charges provided for in this Lease, and upon observing and keeping all Tenant's obligations, will lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease, without hindrance or interference by anyone claiming by, through or under Landlord, subject to the terms of this Lease and any mortgage or encumbrance now or hereafter placed on the Premises by Landlord.

2.04 Use of Premises: Tenant will use and occupy the Premises solely for a McDonald's Restaurant selling only such products and operating in a manner that may be designated by McDonald's Corporation. Tenant agrees to continuously occupy the Premises during the term of this Lease and agrees not to vacate them. A breach of this provision will be deemed to be substantial. If Tenant vacates the Premises during the term of this Lease, Landlord will have the right, in addition to its other rights and remedies, to enter the Premises for the purpose of continuing the operation of the McDonald's Restaurant; and, if Landlord so elects, Landlord shall be entitled to all profits, if any, from the operation of the restaurant. Tenant further agrees to conduct its restaurant business in a manner that will maximize Gross Sales. Tenant agrees to purchase, install and maintain, all at its own expense, signs and trade fixtures and equipment in accordance with the plans, specifications and layouts of McDonald's Corporation, or any of its subsidiaries, unless these items have been furnished by Landlord.

2.05 Rule Against Perpetuities: If the term of this Lease or the accrual of rent have not commenced within one (1) year from date of execution of this Lease, this Lease will become null and void and of no further force and effect. The sole remedy of Tenant in such case is the return of any monies paid to Landlord in anticipation of this Lease.

2.06 Construction and Delivery of Building and Other Improvements: Landlord will construct or have others construct or remodel or otherwise prepare the Premises for a McDonald's Restaurant in accordance with the then current plans and specifications of McDonald's Corporation. The Premises will be delivered to Tenant when they are sufficiently completed to allow Tenant to install, at Tenant's sole cost and expense, the signs, trade fixtures, equipment and other personal property and improvements necessary to complete the Premises for the operation of a McDonald's Restaurant, unless otherwise provided in Article 1.03. Tenant will promptly and diligently perform its work in accordance with the plans and specifications previously submitted by or to Tenant and approved by Landlord and in compliance with all applicable federal, state and local statutes, codes and regulations. Tenant will do all that is reasonably necessary to promptly open the restaurant as soon as possible after delivery of the Premises to the Tenant.

2.07 Acceptance of Premises: By taking possession of the Premises, Tenant acknowledges that Tenant has inspected the Premises and the improvements thereon and found them to be in a safe, satisfactory, and completed condition, ready for occupancy and the installation of trade fixtures,

rev. 8/1/94

equipment and signage. All warranties as to the condition of the Premises or its fitness for use, either expressed or implied, are expressly waived by Tenant. Tenant may, however, receive certain warranties and guarantees, by separate agreement, from McDonald's Corporation or one of its subsidiaries; but those warranties will be personal covenants, only, and will not be binding upon the successors and assigns of Landlord.

2.08 Tenant's Compliance With Various Requirements: Tenant may not use or permit any person to use the Premises or any part of it for any use in violation of federal, state or local laws, including, but not limited to, present and future ordinances or other regulations of any municipality in which the Premises are situated. Tenant will not use or permit any person to use the Premises or any building thereon for the manufacture or sale of intoxicating liquor of any kind whatsoever. Except as provided below, Tenant may not operate any coin or token operated vending or similar device for the sale of any goods, wares, merchandise, food, beverages or services, including but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices, and machines for the sale of beverages, foods, candy, cigarettes or other commodities. One coin operated newspaper vending machine, Playplace games and one pay telephone may be installed, if they are in compliance with Landlord's current written policy on the installation and maintenance of these items. During the term of this Lease, Tenant will keep the Premises and all buildings in a clean and wholesome condition and repair and will maintain the Premises so that they fully comply with all lawful health and police regulations. Tenant will conduct the McDonald's Restaurant on the Premises strictly in accordance with the terms and provisions of the Franchise Agreement. Tenant will minimize all cooking odors and smoke, maintain the highest degree of sanitation and comply with all ordinances, orders, directives, rules and regulations of all governmental bodies, bureaus and offices having jurisdiction over Tenant and over the Premises. Landlord makes no warranties or representations as to the state of such ordinances, rules, orders and directives, regulations, and Tenant acknowledges that Tenant has independently investigated them and will comply with them. Landlord makes no warranties or representations that the Premises, when accepted by Tenant, conform with the Federal, State or Industrial Safety Codes. Tenant will obtain, keep in full force and effect, and strictly comply with, all governmental licenses and permits which may be required for Tenant's use and occupancy of the Premises and the operation of the McDonald's Restaurant.

ARTICLE 3 RENT, TAXES, RECORDS AND REPORTS

3.01 Rent: Tenant promises to pay rent to Landlord, without offset or deduction, as follows:

A. Basic Rent: Tenant will pay monthly to Landlord the Basic Rent indicated in Schedule B, attached. The first Basic Rental payment will be due and payable on the commencement date of the term, and the subsequent monthly rental payments will be due thereafter, in advance, on or before the first day of every succeeding calendar month. If the date of commencement of rent occurs on a day other than the first day of the month, the first rental payment (both of Basic Rent and Percentage Rent, if any, and the last rental payment, if applicable) will be adjusted for the proportionate fraction of the whole month so that all rental payments, other than the first, will be made and become due and payable on the first day of each month.

B. Percentage Rent: In addition to the Basic Rent, Tenant promises to pay Percentage Rent to Landlord in the amount and during the periods set forth in Schedule B, attached, on all Gross Sales from the Premises in excess of the Monthly Base Sales set forth in Schedule B, attached. See Article 3.03 for the manner of payment of Percentage Rent.

C. Definition of "Gross Sales": For the purposes of this Lease, the term "Gross Sales" will mean all receipts (cash, cash equivalent, credit or redeemed gift certificates) or revenue from sales by Tenant, and of all others, from all business conducted upon or from the Premises, whether such sales be evidenced by check, cash, credit, charge account, exchange or otherwise, and will include, but not be limited to, the amount received from the sale of goods, wares and merchandise, including sales of food, beverages and

tangible property of every kind and nature, promotional or otherwise, and for services performed at the Premises, together with the amount of all orders taken or received at the Premises, all as may be prescribed or approved by the Franchise Agreement. Gross Sales will not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided that such returned or exchanged merchandise will have been previously included in Gross Sales. Gross Sales will not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount of the tax is added to the selling price and actually paid by Tenant to such governmental authority. Each charge or sale upon installment or credit will be treated as a sale for the full price in the month during which such charge or sale is made irrespective of the time when Tenant receives payment (whether full or partial). In addition, Landlord may, from time to time, permit or allow certain other items to be excluded from Gross Sales. However, any such permission or allowance may be revoked or withdrawn at the discretion of Landlord and will not stop Landlord from requiring strict compliance with the terms of this Lease.

D. Taxes and Assessments: In addition to the Basic Rent and the Percentage Rent, Tenant will pay directly to the taxing authority, when due, all real estate taxes and special and general assessments that are levied or assessed against the Premises during the term or any extension of this Lease. Tenant agrees to provide to Landlord, if requested, copies of paid invoices and such other documentation evidencing payment of taxes as may be reasonably requested by Landlord. If Tenant shall default in the payment of any obligation herein required to be paid by Tenant, then Landlord may pay the same together with any penalty or interest levied on the tax bill, and Tenant will be obligated to repay Landlord on demand for such payment, together with interest on all past due obligations, including interest on the penalty and interest levied under this provision.

(a.) **First and Last Year:** All real estate taxes and general and special assessment payments of every nature paid during the first and last year of the term of this Lease will be prorated. This tax proration will be based upon the fiscal year of the taxing authority levying the tax, using the percentage of the taxes payable during the first or last tax fiscal year that Tenant actually occupies, or had the right to occupy, the demised premises. The party paying such taxes shall be entitled to reimbursement from the other party for its prorata share upon demand and the presentation of an itemized statement with copies of all appropriate documentation evidencing payment.

(b.) **Rent Taxes:** Tenant will also pay promptly, when due, any tax which is levied or assessed against the rental, real or tangible personal property, whether or not called a rental tax, excise tax, sales tax, gross receipts tax, tax on services or otherwise; and Tenant will promptly reimburse Landlord for any similar tax which Landlord is required to pay or, in fact, does pay. Such payment or reimbursement will not be deducted from Gross Sales.

(c.) **Personal Property Taxes:** Tenant agrees to pay all personal property taxes levied upon the fixtures, equipment and other improvements located on the Premises whether installed and paid for by Tenant or Landlord. The personal property taxes for the first and last year of the term of this Lease will be prorated in the same manner as the real estate taxes and assessments.

(d.) **Appeal:** Subject to Landlord's rights, Tenant, at Tenant's sole expense, is authorized and hereby permitted to contest and appeal property tax assessments on the demised premises, and Landlord will cooperate with and assist Tenant in any reasonable manner.

E. Other Charges and Expenses: Any other charge or expense of any nature which Landlord may be required to pay by virtue of Landlord's interest in the Premises (including, but not limited to, common area maintenance charges, merchant's association's dues, utility charges, fees and taxes and security service fees -- collectively referred to as "other charges") will be promptly paid by Tenant to the party to whom they are due as additional charges. Landlord will provide Tenant with information

necessary for Tenant to pay the other charges prior to, or as soon as possible after, the commencement of the term of this lease. Until Tenant receives this information, Tenant will not be responsible for the other charges.

F. Method and Proof of Payment:

(a). Tenant shall, at all times, participate in Landlord's automatic debit/credit transfer program as specified by Landlord from time to time (currently called the Pre Authorized Licensee Payment System (PALS)) for the payment of all amounts due Landlord pursuant to this Lease. Tenant shall execute and deliver to Landlord such documents and instruments as may be necessary to establish and maintain said automatic debit/credit transfer program.

(b). With respect to Articles 3.01 (D) and (E), above, or any other provision in this Lease which requires or contemplates Tenant first paying other charges or expenses, Landlord may, at its exclusive option, elect to make such payments directly to the taxing authority, Head Landlord (if applicable), utility company or other party due a payment for which Tenant is liable under this Lease. If Landlord wishes to exercise this option, Landlord will notify Tenant in writing of its election. From that time on, Landlord shall make such payments directly, and all penalties and expenses thereafter accruing shall be the responsibility of Landlord. If Landlord elects to make any payment directly, Tenant shall, nonetheless, be responsible for making payment to Landlord for any payment Landlord will make, or makes, within 10 days of Tenant's receipt of a billing advice from Landlord.

3.02 Records: Tenant will keep and preserve upon the Premises complete written records of all Gross Sales conducted in any calendar or business year for a period of _____, in a manner and form satisfactory to Landlord. Tenant will permit Landlord or Landlord's representatives to examine or audit the records at any and all reasonable times, and will, upon Landlord's request, explain the method of keeping records. The books and records will include cash register tapes, properly identified, over-ring slips, sales journals, general ledger, profit and loss statements, balance sheets, purchase invoices, bank statements with canceled checks and deposit advices, corporate books and records, management company books, including, but not limited to, minute books and stock certificate books, state sales tax returns, federal income tax returns, retailer's occupation tax returns or similar returns required to be filed by the state in which the Premises are located.

3.03 Reports: By 11:00 a.m. Central Standard Time of the first business day of each month, Tenant will deliver to Landlord, in the manner specified by Landlord from time to time, a statement by Tenant or Tenant's authorized representative, reflecting Gross Sales during the preceding month. Tenant will pay to Landlord on or before 10 days after the end of each calendar month during this Lease all sums due based upon Gross Sales as shown in the statement for the period covered by the statement. Within thirty (30) days following the expiration of each calendar year of the term of this Lease, Tenant will deliver to Landlord at the place last fixed for the payment of rent, a statement of Gross Sales for the preceding calendar year (certified, at Tenant's expense, if requested by Landlord, by a Certified Public Accountant of good standing and reputation in the state in which the Premises are located) which will show Gross Sales separately for each monthly period during the preceding year.

A. Default in Reporting: Upon failure of Tenant to prepare and deliver promptly any monthly or annual statement required by this Lease or to make any required payment, Landlord may elect to treat Tenant's failure as a substantial breach of this Lease entitling Landlord to terminate this Lease and Tenant's right to possession of the Premises.

B. Inspection of Records by Landlord: If Landlord is dissatisfied with statements furnished by Tenant, Landlord may notify Tenant, and Landlord, at its option, may then examine Tenant's books or

have a Certified Public Accountant selected by Landlord examine Tenant's books. If such examination discloses any underpayment of Percentage Rent, Tenant will promptly pay the deficient amount. If Tenant contests such deficiency, Landlord will then appoint an independent auditor to examine Tenant's books and records. If the independent audit confirms that there has been an underpayment exceeding of the Percentage Rent, as represented by Tenant, Tenant will, in addition to the above, reimburse Landlord for the cost of the auditor's examination.

3.04 No Abatement of Rent: Except as provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises, by fire, the elements or any other cause, whether with or without fault on the part of Tenant, will not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the rent payable, or otherwise affect the respective obligations of the parties, any present or future law to the contrary notwithstanding, subject to Section 6.05 in this Lease.

3.05 Interest on Delinquencies: If the Tenant is past due on the payment of any amount due Landlord, under this Lease, including accrued interest, the Tenant shall be required, to the extent permitted by law, to pay interest on the past due amount to the Landlord for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then Such interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by

3.06 Lien for Rent: Tenant grants to Landlord a lien upon all Tenant's property located on the Premises, from time to time, for all rent and other sums due from Tenant to Landlord under the provisions of this Lease.

ARTICLE 4 OBLIGATIONS OF TENANT

4.01 Utilities: Tenant will pay directly all charges for gas, electricity, or other utilities, sewer charges, taxes and driveway fees, if applicable, and for all water used on the Premises as such charges become due. Tenant's obligation to pay the foregoing charges will commence five (5) days after Tenant's equipment is delivered to the Premises.

4.02 Maintenance and Repair: Tenant will, at its expense, (a) keep the entire Premises, all improvements, utility lines and Tenant's or Landlord's fixtures and equipment at all times in good repair, order or condition; (b) replace all broken, damaged or missing personal property, fixtures or equipment; and (c) at the expiration of the term of this Lease, whether by lapse of time or otherwise, surrender the Premises in good repair, order and condition, ordinary wear and tear excepted, and loss by fire and other casualty excepted to the extent that provision for such exception may elsewhere be made in this Lease. Upon request of Landlord, Tenant will remove all signs and other identifying features from the Premises. Tenant's obligation to make repairs to the premises will include all repairs, whether ordinary or extraordinary, including structural repairs to the foundation, floors, walls and roof.

4.03 Alterations: Tenant shall not make any change in, alteration of, or addition to any part of the Premises, or remove any of the buildings or building fixtures without, in each instance, obtaining the prior written consent of Landlord and complying with all governmental rules, ordinances and regulations.

4.04 Surety: Before commencement of any construction or installation of any structure, fixture, equipment or other improvement on the Premises, or of any repairs, alterations, additions, replacement or restoration in, on or about the Premises, Tenant will give Landlord written notice specifying the nature and location of the intended work and the expected date of commencement. Tenant will deposit with Landlord, if requested by Landlord, a certificate or other evidence satisfactory to Landlord that Tenant has obtained a bond or that Tenant's building contractor, if any, has furnished a bond in favor of Landlord, with a surety approved by Landlord, guaranteeing the performance and completion of all work free and

clear of all liens arising from such work. Landlord reserves the right to withhold its approval of any proposed construction, improvement, repair, alteration or replacement and, without limiting the generality of the foregoing, may require as a condition of its approval that it be permitted to review and approve any contract entered into by Tenant regarding such notices as may be necessary to protect Landlord against liability for liens and claims.

4.05 Liens Against Property: Nothing in this Lease will authorize Tenant to do any act which will in any way encumber the title of Landlord to the Premises. The interest or estate of Landlord or the fee owner in the Premises, if Landlord is not the fee owner, will not in any way be subject to any claim by lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Tenant will not permit the Premises to become subject to any mechanics', laborers' or materialsman's lien for labor or material furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of, or sufferance of, Tenant.

If any lien is filed against the Premises or Tenant's interest in this Lease, at Landlord's option, Tenant will either pay the amount of the lien in full or will, upon demand of Landlord, provide and pay for a non-cancelable bond, placed with a reputable company, approved by Landlord, in an amount deemed sufficient by Landlord, insuring the interest of Landlord and any mortgagee from any loss by reason of the filing of such lien. Tenant will immediately pursue in good faith its legal remedies to remove a lien on the Premises.

4.06 Assignment by Tenant: Tenant will not allow or permit any transfer of this Lease or any interest in this Lease by operation of law, or assign, convey, mortgage, pledge or encumber this Lease or any interest in this Lease, or permit the use or occupancy of the Premises or any part thereof without, in each case, obtaining Landlord's prior written consent. No assignment (with or without Landlord's consent) will release Tenant from any of its obligations in this Lease. Notwithstanding the foregoing, Landlord shall consent to an assignment by Tenant of his rights and interest in this Lease if the Tenant complies with the terms and conditions of the Franchise Agreement pertaining to the assignment of the Franchise Agreement.

4.07 Franchise Agreement: Tenant will comply with and perform all covenants contained in the Franchise Agreement. Tenant's breach of any of the terms and covenants of the Franchise Agreement will also constitute a breach of this Lease. Termination, default or revocation of the Franchise Agreement for any reason, either in whole or in part, will also terminate this Lease, without further notice being required.

ARTICLE 5 FIXTURES AND EQUIPMENT

5.01 Fixtures: All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all other articles of property which, at the date Tenant takes possession of the Premises, are the property of Landlord or of the fee owner of the premises are and will remain a part of the real estate and be considered to be leased in this Lease. Any additions, alterations or remodeling of Improvements made to the Premises will immediately become the property of Landlord and will not be removed by Tenant at the termination of this Lease by lapse of time or otherwise.

5.02 Removal of Tenant's Property: At or prior to the termination of this Lease, whether by lapse of time or otherwise, Tenant will, subject to any rights of Landlord under the Franchise Agreement, remove all of its personal property and trade fixtures from the Premises and will repair any damage to the Premises which may have been caused by such removal.

ARTICLE 6 INSURANCE AND DAMAGE TO PROPERTY

"Confidential and Proprietary"
Subject to Protective Order

REDACTED

6.01 Liability Insurance: Tenant will pay for and maintain during the entire term of this Lease the following insurance:

(A) Worker's Compensation Insurance prescribed by law in the state in which the Premises are located and Employer's Liability Insurance with a _____ limit. If the state in which the premises are located allows the option of carrying no Worker's Compensation, and Tenant chooses to exercise that option, Tenant shall nonetheless carry and maintain other insurance with limits at least equivalent with those established for the State Worker's Compensation law or as may be approved by the Landlord.

(B) Comprehensive General Liability Insurance in a form approved by Landlord, on an occurrence basis, with a combined single limit for Bodily Injury and Property Damage as described in Article 1.05.

(C) Fire Legal Liability Insurance with limits of _____

6.02 Rental Insurance: Tenant will maintain and keep in force rental insurance in an amount equal to not less than the total of one year's Basic Rent as specified in Article 1.02 of this Lease.

6.03 Property Insurance: Tenant will maintain and keep in force, all risk insurance, including flood, earthquake and earth movement coverage, upon the Premises, operational equipment, signs, furnishings, decor, plate glass and supplies, in a so-called replacement cost form obligating the insurer to pay the full cost of repair or replacement. It is intended that neither Landlord nor Tenant will be a co-insurer, and to that end, if the insurance proceeds are not adequate to rebuild the building or other improvements located on the Premises, Tenant will be obligated for the difference between the proceeds obtained and the actual cost of the restoration of the improvements on the Premises and fixtures and equipment.

6.04 Placement and Policies of Insurance: All insurance policies required to be carried in this Lease will name Landlord and any party designated by Landlord as additional insured. All policies will be effective on or prior to the date Tenant is given possession of the Premises for the purpose of installing equipment, and evidence of payment of Premiums and duplicate copies of policies of the insurance required in this Lease will be delivered to Landlord at least thirty (30) days prior to the date that Tenant opens for business or thirty (30) days prior to the expiration dates of an existing policy of insurance. All policies of insurance will include as an additional insured any mortgagee, as its interest may appear, and will include provisions prohibiting cancellations or material changes to the policy until thirty (30) days prior written notice has been given to Landlord.

If Tenant should fail to obtain the required insurance, Landlord may, but need not, purchase the insurance, adding the premiums paid to Tenant's monthly rent. Tenant may authorize Landlord to purchase and to administer the required minimum insurance on Tenant's behalf. However, Landlord, by placement of the required minimum insurance, assumes no premium expense nor guarantees any losses sustained by Tenant. Landlord may relieve itself of all obligations with respect to the administration of the required insurance coverage by giving ten (10) days written notice to Tenant.

All insurance will be placed with a reputable insurance company licensed to do business in the state in which the Premises are located and, having a financial size category of XV, or a company acceptable to Landlord, and a policy holders rating of "A +" or "A" (excellent), as assigned by Alfred M. Best and Company, Inc. Tenant further agrees to increase the various insurance coverages specified above from time to time upon the written request of Landlord to meet changing economic conditions and requirements imposed upon Landlord under the Landlord's Head Lease (if applicable) and loan agreements, if any.

6.05 Repair and Replacement of Buildings: If the building on the Premises is damaged by fire or any other casualty, Landlord will, within a reasonable time from the date of the damage or destruction, repair or replace the building so that Tenant may continue in occupancy. Landlord's obligation to rebuild or restore the Premises will, however, be only to the extent of insurance proceeds recovered. Basic Rent required to be paid in this Lease will not abate during the period of untenantability. If the building cannot be replaced or repaired within a reasonable time due to the inability of Landlord to obtain materials and labor, or because of strikes, acts of God or governmental restrictions that would prohibit, limit or delay the construction, then the time for completion of the repair or replacement will be extended accordingly. However, in any event, if the repair or replacement of the building has not been commenced within a period of one (1) year from the date of the damage or destruction, Tenant or Landlord may, at their option, terminate this Lease. If any damage or destruction occurs during the last five (5) years of the term of this Lease to the extent of the insurable value of the building, Landlord may, by notice to Tenant within forty (40) days after the occurrence of the damage or destruction, in lieu of repairing or replacing the building, elect to terminate this Lease as of the date of the damage or destruction. Tenant hereby expressly waives and releases any and all claims against Landlord for damages in case of Landlord's failure to rebuild or restore the building in accordance with the provisions of this section. Tenant's sole remedy for any such failure will be to elect to terminate this Lease as of the date of occurrence of the damage or destruction. If the building and other improvements are not repaired, restored or replaced, for any reason, all proceeds of the fire and extended coverage insurance applicable to the building and other permanent improvements will be paid and given to Landlord. Tenant agrees to execute and deliver any release or other document Landlord may request to obtain the release or control of the proceeds.

If Landlord repairs and restores the premises, as required above, Tenant agrees to promptly repair, replace, restore or rebuild Tenant's leasehold improvements, equipment and furnishings ("Tenant's Improvements") in accordance with the current standards and specifications for McDonald's Restaurants upon notice from Landlord that the Premises are ready for Tenant's Improvements. Tenant agrees to submit for Landlord's approval, all plans and specifications for Tenant's Improvements to Landlord within 30 days after Landlord delivers its plans and specifications for the restored Premises to Tenant.

ARTICLE 7 RIGHTS OF LANDLORD

7.01 Inspection by Landlord: Landlord or any authorized representative of Landlord may enter the Premises at all times during reasonable business hours for the purpose of inspecting the Premises.

7.02 Indemnity for Litigation: If Landlord becomes subject to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of any act occurring on the Premises, or by reason of an omission with respect to the business or operation of the McDonald's Restaurant, Tenant will indemnify and hold Landlord harmless against all judgments, settlements, penalties, and expenses, including reasonable attorney's fees, court costs and other expenses of litigation or administrative proceeding incurred by or imposed on Landlord in connection with the investigation or defense relating to such claim or litigation or administrative proceeding. At the election of Landlord, Tenant will also defend Landlord.

Tenant will pay all costs and expenses, including reasonable attorney's fees, which may be incurred by Landlord in enforcing any of the covenants and agreements of this Lease. All such costs, expenses and attorney's fees will, if paid by Landlord, together with interest, be additional rent due on the next rent date after such payment or payments.

7.03 Waiver of Claims: Landlord and Landlord's agents and employees will not be liable for, and Tenant waives claims for, damage to persons or property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or the building of which they are a part, including, but not limited to, claims for damage resulting from: (a) equipment or

appurtenances becoming out of repair; (b) Landlord's failure to keep the building or the Premises in repair; (c) injury done or occasioned by wind, water or other natural element; (d) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or Premises; (h) the escape of steam or hot water (it being agreed that all the foregoing are under the control of Tenant); (i) water being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near such building of the Premises or otherwise; (j) the falling of any fixture, plaster or stucco; (k) interruption of service of any utility.

7.04 Re-entry Upon Default: If (a) Tenant defaults in the payment of any installment of Basic Rent or Percentage Rent or any additional sum due in this Lease; (b) Tenant defaults in any of the covenants, agreements, conditions or undertakings to be performed by Tenant other than the payment of rent (Basic and Percentage Rent or additional charges) and such default continues for ten (10) days after notice in writing to Tenant; (c) Tenant defaults in any of the terms of the Franchise Agreement or if the Franchise Agreement should terminate, whether by lapse of time or otherwise; (d) proceedings in bankruptcy or for liquidation, reorganization or rearrangement of Tenant's affairs are instituted by or against Tenant; (e) a receiver or trustee is appointed for all or substantially all of Tenant's business or assets on the grounds of Tenant's insolvency; (f) a trustee is appointed for Tenant after a petition has been filed for Tenant's reorganization under the Bankruptcy Act of the United States; (g) Tenant makes an assignment for the benefit of its creditors; or (h) Tenant vacates or abandons the Premises, then in any of the above events, Landlord, at its election, may declare the term of this Lease ended and, either with or without process of law, re-enter, expel, remove and put out Tenant and all persons occupying the Premises under Tenant, using such force as may be necessary in so doing, and repossess and enjoy the Premises. Such re-entry and repossession will not work a forfeiture of the rents to be paid or terminate the covenants to be performed by Tenant during the full term of this Lease.

Upon the expiration of the term of this Lease by reason of any of the events described above, or in the event of the termination of this Lease or right to possession by summary dispossession proceedings or under any provision of law now or at any time in force, whether with or without legal proceedings, Landlord may, at its option, relet the Premises or any part for the account of Tenant and collect the rents therefor, applying them first to the payment of expenses Landlord may have in recovering possession of the Premises, including legal expenses and attorney's fees, and for putting the Premises into good order or condition or preparing or altering the same for re-rental, expenses, commissions and charges paid, assumed or incurred by Landlord in reletting the Premises, and then to the fulfillment of the covenants of Tenant in this Lease. Any such reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In any case and whether or not the Premises or any part thereof is relet, Tenant will pay to Landlord the Basic Rent, any additional charges, and all other charges required to be paid by Tenant up to the time of termination of this Lease, or of recovery of possession of the Premises by Landlord, as the case may be. Thereafter, Tenant covenants and agrees, if required by Landlord, to pay to Landlord, until the end of the term of this Lease, the equivalent of the amount of all the Basic Rent reserved in this Lease and all other charges required to be paid by Tenant, less the net income of reletting, if any. These payments will be due and payable by Tenant to Landlord on the rent days above specified. In any of the circumstances described above, Landlord will have the election to recover against Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, or of such recovery of possession of the Premises by Landlord, represents the then present worth of the excess, if any, of the aggregate of the Basic Rent and all other charges payable by Tenant in this Lease that would have accrued for the balance of the term over the aggregate rental value of the Premises for the balance of the term. Nothing in this Lease contained will limit or prejudice Landlord's right to prove and obtain as liquidated damages arising out of such breach or termination the maximum amount allowed by any statute or rule of law which may govern the proceeding in which such damages are to be proved, whether such amount be greater, equal to, or less than, the amount of the then present worth of the excess

of the Basic Rent and all other charges payable by Landlord in this Lease over the rental value referred to above.

7.05 Holding Over: Tenant will not hold over beyond the expiration or sooner termination of the term of this Lease. If Tenant does hold over, it will give rise to a tenancy at the sufferance of Landlord upon the same conditions as are provided for in this Lease with a monthly rental for the period of such holding over which is double the monthly installment of Basic Rent and Percentage Rent last paid by Tenant during the term of this Lease; and interest thereon, as liquidated damages, and not as a penalty. Landlord's acceptance of any rent after holding over begins does not renew this Lease. This provision does not waive Landlord's rights of re-entry or any other right in this Lease resulting from Tenant's breach of the covenant not to hold over or any other breach in this Lease.

7.06 Remedies Cumulative: The remedies in this Lease granted to Landlord will not be exclusive or mutually exclusive, and Landlord will have such other remedies against Tenant as may be permitted in law or in equity at any time. Any exercise of a right of termination by Landlord will not be construed to eliminate any right of Landlord to damages on account of any default of Tenant.

7.07 Waiver: No delay or omission of Landlord to exercise any right or power arising from any default will impair any such right or power or will be construed to be a waiver of any such default or an acquiescence under this Lease. No waiver of any breach of any of the covenants of this Lease will be held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or subsequent breach of the same covenant. The rights in this Lease given to receive, collect or sue for any rent, monies or payments or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or non-observance thereof, or to exercise any right or remedy in this Lease, will not in any way affect the right or power of Landlord to declare the term ended and to terminate this Lease because of any default in or breach of any of the covenants, provisions or conditions of this Lease.

7.08 Accord and Satisfaction: No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent in this Lease stipulated will be deemed to be other than on account of the earliest stipulated rent, nor will any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease.

7.09 Right to Perform for Tenant: If Tenant should fail to perform any of its obligations under the provisions of this Lease, Landlord, at its option, may (but will not be required to) do the same or cause the same to be done. In addition to any and all other rights and remedies of Landlord, the cost incurred by Landlord in connection with such performance by Landlord will be an additional charge due from Tenant to Landlord, together with interest thereon at the maximum rate permitted by law in the state in which the Premises are located on the next rent date after such expenditure or, if there is no maximum rate permitted by law, at 15% per annum.

7.10 Condemnation: If the entire Premises are condemned under eminent domain, or acquired in lieu of condemnation, for any public or quasi-public use or purpose, all rentals and taxes or other charges will be paid to that date, and Tenant will have the right to make a claim for the value of its leasehold estate. Tenant will, also, have the right to claim and recover such compensation as may be separately awarded for any and all damage to Tenant's business by reason of the condemnation and for any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, equipment and other personal property. Tenant specifically waives and releases any claim it may have, however, for the value of the building, fixtures and other improvements on the Premises whether or not installed or paid for by Tenant. Tenant further agrees to subordinate any claim it may have to Landlord's claim for the value of the Improvements.

If only a part of the Premises is taken or condemned and Landlord determines that the operation of a McDonald's Restaurant on the Premises is no longer economically feasible or desirable, Landlord may at any time, either prior to or within a period of sixty (60) days after the date when possession of the Premises will be required by the condemning authority, elect to terminate this Lease. If Landlord fails to exercise its option to terminate this Lease or will not have any such option, Landlord will (1) with reasonable promptness, make necessary repairs to and alterations of the improvements on the Premises for the purpose of restoring it to substantially the same use as that which was in effect immediately prior to such taking, to the extent that may be necessary by the condemnation; and (2) be entitled to the entire award for such partial taking. If Landlord does not elect to terminate this Lease, Tenant's Basic Monthly Rent will be reduced by a fraction, the numerator of which will be the total condemnation award or settlement and the denominator of which will be the fair market value of the Premises, prior to the taking, as determined by an independent appraiser selected by the Landlord.

7.11 Subordination and Non-Disturbance: This Lease and all of Tenant's rights, title and interest under the Lease will be subject, subordinated and inferior to the lien of any and all mortgages and to the rights of all parties under any sale and leaseback of the Premises and to any and all terms, conditions, provisions, extensions, renewals or modifications of any such mortgage or mortgages or sale and leaseback which Landlord or any grantee of Landlord (collectively hereafter called "Fee Owner") has or may place upon the Premises and the improvements thereon, in the same manner and to the same extent as if this Lease had been executed subsequent to the execution, delivery and recording of such mortgage or of the deed and lease under the sale and leaseback. This provision is intended to include the right of any grantee or Landlord under a sale and leaseback to further encumber the property with one or more mortgages, all of which are declared to be superior to the interest of Tenant in this Lease.

If a mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in such mortgage, or in the event of the default under the Lease related to a sale and leaseback of the Premises, Tenant's right of possession will not be disturbed provided (a) Tenant is not then in default under this Lease and (b) Tenant attorns to such title holder. Tenant agrees that upon a mortgage foreclosure it will attorn to any mortgagee or assignee or any purchaser at the foreclosure sale (collectively called "Purchaser") as its Landlord and in the case of a default under the terms of the lease used in a sale and leaseback, it will attorn to the Fee Owner of the Premises as its new Landlord and, in either event, this Lease will continue in full force and effect as a direct Lease between Tenant and such party under all of the terms of this Lease. If there is a foreclosure of a mortgage placed on the property by a grantee under a sale and leaseback, such attornment will be required only if, at the time of such foreclosure, the Lease used in the sale and leaseback is also in default.

The subordination of this Lease to any mortgagee of Fee Owner provided for in this Lease or to any Lease under a sale and leaseback arrangement will be automatic and self-operative, and no special instrument of subordination will be necessary. Without limiting such automatic and self-operative subordinations, however, Tenant will, on demand, at any time or times, execute, acknowledge and deliver to Fee Owner, without expense to Fee Owner, any and all instruments that may be necessary or proper to evidence the subordination of this Lease and all rights in this Lease to the lien of any such mortgage, or to any such lease under a sale and leaseback arrangement. If Tenant fails, at any time, to execute, acknowledge and deliver any such subordination instrument within five (5) days after receipt of the notice, in addition to any other remedies available, Landlord may execute, acknowledge and deliver the same as the attorney-in-fact on Tenant's behalf; and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, such attorney-in-fact for that purpose.

ARTICLE 8 MISCELLANEOUS

8.01 No Agency Created: Tenant will have no authority, express or implied, to act as agent of Landlord or any of its affiliates for any purpose. Tenant is, and will remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Premises, including any

personal property, equipment, fixtures or real property connected with them and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the McDonald's Restaurant located on the Premises.

8.02 Recording of Lease: Tenant will not record this Lease without the written consent of Landlord. However, upon the request of either party, the other party will join the execution of a memorandum or a so-called "short-form" of this Lease for the purpose of recordation. The memorandum or short form of this Lease will describe the parties, the Premises and the term of this Lease and will incorporate this Lease by reference. The party requesting execution of the memorandum will bear all costs for recording it.

8.03 Force Majeure: Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, except the payment of monies, neither party will be liable for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of the parties, and in any event the time period for the performance of an obligation in this Lease will be extended for the amount of time of the delay. This clause will not apply to, or result in, an extension of the term of this Lease.

8.04 Paragraph Headings: Headings in this Lease are for convenience only and are not to be construed as part of this Lease and will not be construed as defining or limiting in any way the scope or intent of the provisions of this Lease.

8.05 Invalidity of a Provision: If any term or provision of this Lease will to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease will not be affected, but each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law. If any material term of this Lease is stricken or declared invalid, Landlord reserves the right to terminate this Lease at its sole option.

8.06 Law Governing: The terms and provisions of this Lease will be governed by the laws of the State of Illinois.

8.07 Entire Agreement: This Lease and the Franchise Agreement will be deemed to include the entire agreement between the parties, and it is agreed that neither Landlord nor anyone acting in its behalf has made any statement, promise or agreement or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, or extends the term of this Lease, and that no obligations of Landlord will be implied in addition to the obligations expressed in this Lease. This agreement cannot be changed orally but only by an agreement in writing signed by Landlord and Tenant.

8.08 Parties Bound: The terms of this Lease will extend to and be binding upon the administrators, executors, heirs, assigns and successors of the parties, subject to the terms of Article 4.06.

8.09 Notices or Demands: All notices to or demands upon Landlord or Tenant given under any of the provisions of this Lease will be in writing. Any notices or demands from Landlord to Tenant will be deemed to have been duly and sufficiently given if a copy has been delivered personally or mailed by United States registered or certified mail in an envelope properly stamped and addressed to Tenant at the address of the Premises. Any notices or demands from Tenant to Landlord will be deemed to have been duly and sufficiently given if mailed by registered or certified mail in an envelope properly stamped and addressed to Landlord at McDonald's Plaza, Oak Brook, Illinois 60521, Attention: Director, Real Estate Legal Department. Mailed notices shall be deemed received three (3) business days after being deposited in the U.S. Mail. Either party, by notice, may change the address to which notice will be sent, but all notices mailed to Tenant at the address of the restaurant on the Premises will be deemed sufficient.

To indicate their consent to this Operator's Lease the parties, or their authorized representatives or officers, have signed this document on the date indicated.

TENANT:

Kyung B. Rhee
Kyung B. Rhee
Oklyou Rhee
Oklyou Rhee

Date signed: May 21/95

**LANDLORD: McDONALD'S
CORPORATION**

By: Michael J. Siso
Michael J. Siso
Assistant Vice President

Date signed: May 10, 1995

Location code: 008-0039

Prepared by: DEP
(Initial)

L:\RELEGAL\WORDDOCS\DFARADIS\8039OPL.DOC

Washington, DC
1916 M. Street
L/C: 008-0039 File #6674

LANDLORD'S INTEREST ADDENDUM

1. **LANDLORD'S INTEREST IN PREMISES:** Landlord holds a leasehold interest in the Premises under the Parking Lease described in Article 1.05.
2. **COMPLIANCE WITH PARKING LEASE:** Tenant acknowledges and agrees that the terms and conditions of this Lease are subject and subordinate to the terms and conditions of the Parking Lease and any subsequent amendments to it. If there are any inconsistencies between this Lease and the Parking Lease, the Parking Lease will prevail. Tenant will not, in its use and enjoyment of the Premises, suffer or permit any condition to exist, or do, or omit to do, anything which would give rise to any right of the Parking Landlord to terminate the Parking Lease or any rights of Landlord (as Tenant under the Parking Lease). Tenant will perform, comply with and discharge all obligations which Landlord, as Tenant under the Parking Lease, is required to comply with and discharge, except for payment of Landlord's basic monthly rental obligations.
3. **TENANT'S STATEMENTS AND CERTIFICATES:** Without limiting the generality of the foregoing, Tenant agrees to promptly provide the Landlord insurance policies or certificates, off-set statements, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Head Landlord under the terms of the Parking Lease. All certificates or policies of insurance so required will name the Head Landlord as co-insured or additional insured, as the case may be.
4. **ENFORCEMENT OF LANDLORD'S RIGHTS UNDER PARKING LEASE:** It is hereby acknowledged that the Head Landlord may have certain obligations under the Parking Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes, assessments and special charges and impositions, restore, replace or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Parking Lease. If these obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Head Landlord's obligations, but Landlord will not be in default or breach of any of its covenants and duties under this Lease or be liable for any resulting loss or claim of Tenant if Landlord is not able to enforce its rights under the Parking Lease. With respect to Landlord's obligation to repair and restore the Premises in the event of damage or destruction by fire or any other cause, Landlord's obligations are conditioned upon Landlord obtaining the cooperation and approval of the Head Landlord, as it may be required, and the compliance of Head Landlord with all of Head Landlord's duties under the Parking Lease; and Landlord will not be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to a default or breach of the Parking Lease by the Head Landlord.
5. **INTENT OF THE PARTIES:** It is the intent of the parties to enter into a sublease between Landlord and Tenant and not to make an assignment of the Parking Lease. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and fee title if either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this lease will remain in full force and effect and will determine the rights, duties, and obligations of the parties.

FORMS/OPERATOR/OP-LIA12-92

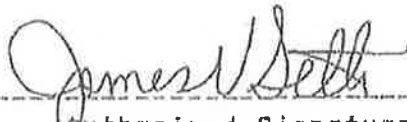
"Confidential and Proprietary"
Subject to Protective Order

Schedule A

Part of Original Lot numbered Eighteen (18) in Square numbered 117 and more particularly described as follows: BEGINNING for the same at the northeast corner of Original Lot 18 and running thence West along the South line of N Street 31 feet; thence South 97 feet to a point; thence East along the rear line of Original Lot 18, 31 feet to a point; thence North 97 feet to the place of beginning.

Said property being now known for assessment and taxation purposes as Lot(s) numbered 862 in Square 117.

Countersigned: _____


Authorized Signature

AETIA Owner Policy - 1970 - Form B (Amended 10-17-70)
Form 1005-6 Schedule A

"Confidential and Proprietary"
Subject to Protective Order

R3067 LT REFL 1 0050 L

RHEE, KYUNG B
6313 SUMMERDAY CT.
BURKE VA 22015

STORE: 06763
1916 M STREET NW
WASHINGTON DC 20036

SITE : 0080039
FILE : 06674
SEQ : 004
REGION: 025
WASHINGTON D C REGION

RE: CHG OWNER-NT L-B

RENT TERMS

COMMENCEMENT DATE	MONTHLY BASIC RENT	PERCENT RENT	MONTHLY BASE SALES	ADDL PROP RENT #	REACQUISITION RENT #	RENEGOTIATION RENT #
05/22/1995						
05/21/1997						

** BFL RENT **

05/22/1995
05/21/1997

REDACTED
REDACTED

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If rental amounts are shown in these columns, these amounts are to be paid monthly in addition to Basic Rent. The Base Sales amount, however, has been determined by dividing the Basic Rent by the Percentage Rent.

SCHEDULE B

"Confidential and Proprietary"
Subject to Protective Order

**BUSINESS FACILITIES LEASE
 OPTION EXERCISE AGREEMENT**

THIS AGREEMENT dated this 21st day of May, 1997, is by and between McDonald's Corporation, a Delaware corporation, ("McDonald's"), and Kyung B. Rhee and Oklyou Rhee, ("Operator").

WHEREAS, Operator leases the Business Facilities and operates a McDonald's restaurant located at 1916 M Street NW, WASHINGTON, D.C., ("Restaurant"), pursuant to a franchise McDonald's granted to Operator, which franchise includes a Franchise Agreement dated May 22, 1995, ("License"), and Operator's Lease (Including Business Facilities) dated May 22, 1995, ("Lease"); and

WHEREAS, pursuant to the License, McDonald's granted Operator a conditional option to purchase the Business Facilities of the Restaurant.

NOW THEREFORE, in consideration of the exercise of the conditional option to purchase the Business Facilities and payment of the option price, the parties hereto agree as follows:

1. Term. The term set forth in paragraphs 2.(b) and 28.(a) of the License and in Articles 1.01 and 2.02 of the Lease is hereby amended to expire on May 21, 2015, unless terminated prior thereto pursuant to the provisions of the License and/or the Lease.
2. Rent. The Base Rent set forth in Articles 1.02, 3.01 A and 3.01 B of the Lease is hereby amended as follows.

PERIOD:	05/21/97	06/01/97	06/01/2001
	thru	thru	thru
	05/31/97	05/31/2001	05/21/2015

BASIC RENT:

**PERCENTAGE
 RENT:**

**MONTHLY GROSS
 SALES:**

If all costs incurred by McDonald's at the Restaurant for real estate and leasehold improvements to which Operator agreed by separate letter agreement or under any previous Franchise Agreement for the Restaurant have not yet been included in the computation of the above rent, the rental will be increased to reflect all such costs. The increased rental will be calculated according to the same rental formula used to compute the above rent, unless otherwise provided in the above agreements. Operator agrees to execute a rental amendment setting forth the exact rent when ascertained by McDonald's.

3. Business Facilities. The Business Facilities described in Articles 1.04 and 2.01 of the Lease are hereby deleted from the Premises set forth in the Lease.

REDACTED

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4. Assets. Operator hereby purchases from McDonald's all assets used in the conduct of business of the Restaurant other than cash on hand and in banks, leasehold improvements, utility deposits, real estate, accounts and notes receivable, vehicles, office supplies, certificates of deposit, other investment securities, prepaid expenses, food, paper, linen, and operating supplies, including the term and rent in the License and Lease, as amended herein, ("Assets").

5. Effective Date. The effective date is at 12:01 a.m. on May 21, 1997 ("Effective Date").

6. Price. The purchase price is:

- a) plus
- b) security deposit.
- c) The purchase price includes "add-on" items of:

<u>Item</u>	<u>Cost</u>
Fryers	\$.

Operator agrees to reimburse McDonald's in cash for the full amount that the final total actual costs for these "add-on" items paid for by McDonald's exceed the amount stated herein, immediately upon receipt of an invoice from McDonald's for the same. In the event that there are special agreements between Operator and McDonald's for additional "add-ons" not stated herein, the above purchase price does not include said items.

7. Payment. Payment shall be as follows: Cash of \$ on the Effective Date. The security deposit of \$ held by McDonald's under the Lease shall be applied to the security deposit required by McDonald's under the Lease as amended. All sales and bulk transfer taxes, and appropriate tax return filings, shall be the responsibility of Operator.

The estimated amount of sales tax due by reason of this transaction will be forthcoming.

8. Miscellaneous.

- a) McDonald's shall provide Operator a warranty Bill of Sale. The parties shall execute such other documents as may be required by McDonald's or Operator which are reasonably necessary in order to carry out the purpose of this Agreement.
- b) McDonald's makes no representations or warranties, express or implied, as to the operating condition of the tangible Assets and Operator takes same "as is."
- c) McDonald's represents that it is a corporation in good standing under the laws of its state of incorporation and place of doing business and is authorized to execute and comply with this agreement.
- d) All representations and, where appropriate, all obligations shall survive the Effective Date.

"Confidential and Proprietary"
Subject to Protective Order

- c) This Agreement shall bind successors and assigns. Operator may not voluntarily or by operation of law assign this Agreement without McDonald's prior written consent.

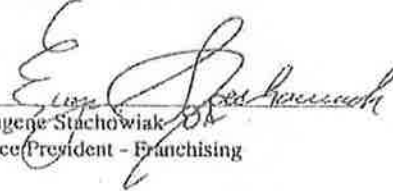
Except as modified by this Agreement, all terms of the License and Lease and any assignment thereof, including the requirement imposed on Kyung B. Rhee to personally devote full time and best efforts to the operation of the Restaurant business, remain in full force and effect. The License and Lease, as hereby amended, are ratified and confirmed by the parties hereto. This Agreement is binding upon successors and assigns.

IN WITNESS WHEREOF, the parties execute below as of the date first above written.

McDONALD'S CORPORATION:

OPERATOR:

By:


Eugene Stachowiak
Vice President - Franchising


Kyung B. Rhee

Date

5/20/97


Oklyou Rhee

Date

5/20 1997

EXHIBIT 22

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Clark Deposition by Written Questions

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

PAUL D. CASEY, <i>et al.</i>	:	
	:	
Plaintiffs,	:	
	:	
v.	:	Civ. No. 1:13-cv-1452 (RJL)
	:	
JASON WARD, <i>et al.</i>	:	
	:	
Defendants.	:	

**DEFENDANTS' OBJECTIONS AND ANSWERS TO
PLAINTIFFS' DEPOSITION UPON WRITTEN QUESTIONS
TO JAMES H. CLARK**

Question No. 1. Identify all of the documents, other than those identified in your report that you reviewed in forming your opinions in the case of Casey v. Ward (1:13-cv-1452).

ANSWER: **None**

Question No. 2. Identify all treatises you relied upon informing your opinions in the case of Casey v. Ward.

ANSWER: **Security Journal – “Security Guard Industry Lacks Standards and Training”, June 3, 2014; Mahesh Nalia, Professor of Criminal Justice, Michigan State University. Center for Investigative Reporting/CNN “FBI Bank Robbery Data Shows Armed Guards Increase Risk of Violence”, December 9, 2014; Ryan Gabrielson and Shoshana Walters**

Question No. 3. Identify each occasion you have been retained by the law firm Bonner Kiernan Trebach & Crociata, LLP between December 7, 2010 and December 7, 2015, as an expert. For each occasion identified, provide the date, the caption of the case, and the amount of money you received.

OBJECTION: Defendants object to form, and on the grounds of relevance and that the interrogatory requests information not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object on the grounds that this interrogatory is overbroad and not reasonably tailored in time or scope.

ANSWER: I was retained in the Casey v. McDonalds Matter in November 2015 and have received \$12,577 in professional fees and travel expense. This is the first and only case in which I have been retained by Bonner Kiernan Trebach & Crociata, LLP.

Question No. 4. Identify each occasion between December 7, 2010 and December 7, 2015 in which you have declined to provide an expert opinion for a lawsuit after reviewing materials related to the case. For each occasion you identified, provide the date, the caption of the case (if any), and the name of the attorney requesting your expert testimony.

OBJECTION: Defendants object to form, vagueness, and on the grounds of relevance and that the interrogatory requests information not reasonably calculated to lead to the discovery of admissible evidence. Defendant also objects on the ground that this question seeks information which may be protected by privilege or confidentiality between Mr. Clark and other parties who have retained him as a consultant.

ANSWER: In October 2014 I was retained in a matter in New Jersey. After reviewing the materials provided in the matter, I determined that I could not support the contention of negligence by Plaintiff. In addition, there have been countless cases, both plaintiff and defense where I have declined retention because I have not been comfortable with or feel I could support an attorney's premise for prosecuting or defending the allegations.

Question No. 5. How do you define "assault"?

ANSWER: OBJECTION: Defendants object to form, vagueness.

ANSWER: The threat or use of force on another person.

Question No. 6. State whether a business is ever required to hire a security guard as part of its “obligation to provide reasonable security for its customers.” If so, state the circumstances that require a security guard.

ANSWER: OBJECTION: Defendants object to form, vagueness.

ANSWER: The question is vague and I will try and answer as best I can. The most common and obvious answer is in regulated industries such as commercial airports where TSA, (previously FAA) mandates unarmed security officers be provided to staff magnetometers and metal detectors, supported by armed law enforcement officers. This model has been in place since the early 1970’s when the U.S. began experiencing airplane hijackings and was further enhanced after the events of 9/11/01. Other examples include utility facilities, particularly nuclear plants where guards are mandated extensively; the healthcare industry where there is as a need for an absolute security presence due to the openness of the environment and the vulnerability of patients. Finally, concert and sports venues are often mandated to provide security staffing to address crowd control, as well performance acts that are likely to draw a violent crowd. If a business, or entertainment venue for example, determines that they require metal detectors, then those devices would need to be staffed by security officers trained in their use and in proper search procedures. This could include outbound scanning for cell phone manufacturers, high value manufacturing facilities in the aerospace and high end electronics industries, or inbound scanning for food processing facilities and other sites.

Question No. 7. State your basis for the statement “it is also known that any authority a security officer might have at McDonalds ends at the front door of the establishment where the public sidewalk begins.”

ANSWER: A security officer, whether an employee of the enterprise, or a contract officer is hired to protect the space under the control of the owner or renter of the space. In this case, Rhee McDonald’s owns or rents space in a commercial office building at 1916 M Street. This McDonalds does not have a sidewalk café or the ability to use the sidewalk as part of the enterprise. The business owner does not have control over that area. Thus, a security officer’s protection responsibility as well as his authority ends within the owner’s span of control, in this case, at the front door. This is the same principal that applies to retail establishments and why store detectives are discouraged from pursuing shoplifters beyond the front door of a store located in a commercial building, mall or strip center.

Question No. 10. You state in your report that a “bar or night club where liquor is being served and violence is more common.” Is there a correlation between alcohol and violence?

OBJECTION: Defendants object to form, vagueness, calls for speculation, and on the grounds of relevance and that the interrogatory requests information not reasonably calculated to lead to the discovery of admissible evidence.

ANSWER: There can be a correlation. In my experience as a police officer and as a security consultant, violence can be more common in bars and nightclubs than in fast food restaurants and other venues where alcohol is not served. People who drink alcohol are impacted by its effects to varying degrees depending on how much they consume and their individual tolerance levels. Some people who overconsume react with anger. Some with aggressive and loud behavior. In a bar environment with large crowds and many persons

consuming alcohol, and sometimes the presence of certain entertainment acts, the potential for verbal and physical altercations and disagreements may be elevated because of a multitude of factors, including alcohol consumption. Unlike a fast food restaurant where liquor is not served, a liquor-serving establishment has a level of control to the extent that they can and should decide to stop serving patrons who have reached their limit, or by not serving persons who arrive intoxicated. Likewise, there are no statutes or generally accepted community standards requiring restaurants or other businesses not selling alcoholic beverages to screen or restrict the activities of potential or actual customers solely on the basis of their already having consumed alcoholic beverages elsewhere. Instead, generally speaking, all customers are presumed welcome unless and until they commit a problematic breach of the peace sufficient to warrant calling the police. It should also be noted, that in this case, Jeri Lynn Metcalf, who is an experienced manager of a night club and was working at Ozio, watched the video showing Mr. Ward, Mr. Giblin and Mr. Ruark at Ozio and she testified under oath that they did not appear intoxicated to her.

Question No. 11. With respect to your opinion(s) in this case, identify the relevance of your statement, “Patrick Casey had several opportunities to either not engage or disengage with the three males.”

OBJECTION: Defendants object to form, vagueness.

ANSWER: My statement is relevant because it was precisely Patrick Casey’s actions that elevated this from a verbal altercation to a physical one which resulted in his death. This was clear from the video images depicting Casey’s behavior and the testimony of multiple third party witnesses who observed him within and outside the restaurant.

According to the evidence Patrick Casey, a very large man as observed by witnesses, either initiated or elevated the altercation when he walked over to the table where Ruark, Giblin and Ward were seated and stood over it. Casey's first opportunity was to choose not to engage in the back and forth with the other males and he could have encouraged his companion, David Lindsey to do the same. Second, Casey could have chosen to not get up and approach the other table and escalate the conversation to shouting and name calling.. Third, once Casey engaged with the three males, instead of continuing to banter and eventually calling them outside to kick their asses, he could have simply gone back to his table or left the restaurant and encouraged Lindsey to join him. Fourth, instead of putting hands on Giblin, as Giblin was attempting to leave, Casey could have simply backed away and let him go. Finally, Casey was the first person to escalate the confrontation beyond pushing and shoving when he threw Giblin to the ground. A decision to walk away, back off or disengage at any one of those points would have de-escalated the altercation rather than starting a fight by first putting his hands on Mr. Giblin and then throwing Mr. Giblin to the ground. He also escalated the situation with his intimidating posture and his aggressive actions.

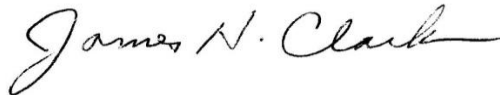
Question No. 12. Please identify any opinions, if any, you intend to testify about in this case other than the following: "It is the Consultant's opinion to a reasonable degree of professional certainty that the incident as it has been described was not reasonably foreseeable. Given the spontaneity of the behavior of Patrick Casey, it was not reasonably preventable by the McDonalds staff on duty on September 23, 2011.

OBJECTION: Defendants object to form, vagueness, overbroad, calls for speculation in that Mr. Clark does not know which opinions he may be asked to testify about in cross examination at trial.

ANSWER: In addition to what is set forth in my report, if asked at trial I may comment on Mr. Foster's report and testimony. **At this moment, I am not aware of any other issues that I might be asked to opine on at trial. If asked to opine on other areas relative to this matter within my expertise I expect that I will do so.**

I declare and affirm under penalty of perjury that the foregoing is true and correct.

Date: 2/15/2016

A handwritten signature in cursive script that reads "James H. Clark". The signature is written in dark ink and is positioned to the right of the date.

James H. Clark

EXHIBIT 23

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

McDonalds Security Manual

-

To Be Filed Under Seal

EXHIBIT A

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Paul Casey

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

-----X

PAUL D. CASEY, et al., :

Plaintiffs, :

v. : Case No.

JASON WARD, et al., : 1:13-cv-1452-RJL

Defendants. :

-----X

Deposition of PAUL DAVID CASEY

Washington, D.C.

Wednesday, June 10, 2015

9:42 a.m.

Job No.: 83492

Pages: 1 - 215

Reported by: Marney Alena Mederos, RPR, CRR

DEPOSITION OF PAUL DAVID CASEY
CONDUCTED ON WEDNESDAY, JUNE 10, 2015

13

1 miffed when he found out that he'd brought the physics
2 professor in and he was in Smith Hall or whatever
3 waiting for Pat, and Pat decided he was going to go
4 into management and technology.

5 And he graduated from RPI.

6 Q. What year did he graduate?

7 A. He graduated in 2001.

8 Q. When he graduated, he graduated with the
9 degree you described --

10 A. Yes.

11 Q. -- in management and engineering?

12 Did he talk to you about what he wanted
13 to do at that point?

14 A. Yeah. He wanted to -- the object of the
15 program was like a blend of -- there was a sense that
16 people who have systems background, technology people,
17 don't know how to manage people. They have systems
18 skills and technology skills, but they don't have
19 management skills.

20 Q. Uh-huh.

21 A. So the object of the program was to
22 teach people who have systems backgrounds and are

DEPOSITION OF PAUL DAVID CASEY
CONDUCTED ON WEDNESDAY, JUNE 10, 2015

20

1 Q. Did he live right in Austin?

2 A. Yes.

3 Q. Do you know if he had a roommate there,
4 or do you recall?

5 A. No, there was no roommate.

6 Q. Okay. All right. At that point,
7 according to the timeline I have, that's when he -- in
8 September of 2006, he entered the military; is that
9 right?

10 A. Yes.

11 Q. And why did he decide to transition from
12 Multimedia to the military?

13 A. Well, I think he really was interested
14 in the military for a long time, maybe even as far
15 back as high school, after he graduated. But he
16 pursued the college degree, because that's sort of the
17 family path that we had our kids on: You get out of
18 high school, you go to college, and, you know, you
19 pursue a career.

20 I think he wanted to join the military
21 after 9/11. And in 2006, he was, you know, 28 years
22 old, and he saw his opportunity for joining the

DEPOSITION OF PAUL DAVID CASEY
CONDUCTED ON WEDNESDAY, JUNE 10, 2015

31

1 A. His plans were when -- when he finished
2 his work in Israel -- while he was there, he gained
3 quite an interest in the Middle Eastern culture, and I
4 think when he was in the Army and he had the
5 opportunity to learn Arabic, he saw that fitting
6 together with a potential interest down the road in
7 something to do with probably business -- more
8 business-related in perhaps the Middle East. So I
9 think he saw the language skills as fitting in.

10 When he went to George Washington
11 University, he was studying international affairs, so
12 at that point he was interested in perhaps some type
13 of business job. He wasn't focused necessarily on
14 business. It could have been business. It could have
15 been with the Government.

16 When he came down to D.C. in that short
17 time that he was here, he did meet with people at the
18 CIA, and he talked to people at the FBI. He talked to
19 a number of government agencies about his course of
20 study, his experience with -- with Arabic, and, you
21 know, what perhaps the future might bring.

22 I think he was fairly wide open, but he

DEPOSITION OF PAUL DAVID CASEY
CONDUCTED ON WEDNESDAY, JUNE 10, 2015

67

1 we met with the hospital staff, Alex, I believe was
2 the ICU nurse's name, and we met with the doctor, and
3 they explained his condition to us, and they said that
4 he had been injured trying to break up a fight.

5 Q. That was from the hospital staff?

6 A. Yes.

7 Q. Okay. Did they ever indicate to you
8 where they received that information?

9 A. They were told that by the police. Alex
10 told us that.

11 Q. Okay. What were you told about his
12 condition at that time?

13 A. We were told that he was in a coma and
14 that they were trying to reduce the swelling and cool
15 his brain down to lower his temperature and that that
16 would take about five days in that sort of stable
17 condition, and then they would reevaluate and
18 determine just how much brain damage there was.

19 So we thought we would have five days
20 before we would know, and that's what -- that's what
21 they told us at that time.

22 Q. Did you have an understanding at that

EXHIBIT B

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Gail Casey

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

-----X

PAUL D. CASEY, et al., :

Plaintiffs, :

v. : Case No.

JASON WARD, et al., : 1:13-cv-1452-RJL

Defendants. :

-----X

Deposition of ABIGAIL CASEY

Washington, D.C.

Wednesday, June 10, 2015

2:54 p.m.

Job No.: 83492

Pages: 1 - 103

Reported by: Marney Alena Mederos, RPR, CRR

1 suffered a -- he said Pat was injured in a fall.

2 That's all.

3 Q. And when you arrived at the hospital,
4 did you receive additional information?

5 A. From the nurse, Alex.

6 Q. Okay.

7 A. She was under the -- the police had told
8 her that, you know, Pat was -- you know, was stepping
9 in to break up a fight or however she phrased it, and
10 he was hit.

11 Q. When you saw Patrick in the hospital,
12 was he already in a coma?

13 A. Yes.

14 Q. And did you see any indications that he
15 was suffering from any pain?

16 A. No, because they had him deep in a coma
17 at that point.

18 Q. Have you received any information from
19 anyone who was either with him at the McDonald's or
20 any healthcare provider about how long, if at all, he
21 would have been conscious after the incident?

22 A. It's my understanding, I guess, from

1 We were sitting on the couch, and one
2 station would just ask us questions and interview us,
3 they would leave, and the next group would do the same
4 thing. Not being from Washington, I didn't know -- I
5 had no idea what stations they were.

6 Q. That would have been on September 28th
7 or 29th?

8 A. Whatever that day was, yeah.

9 Q. Okay. I'm not sure that is right. I
10 just was trying to remember dates I had seen.

11 A. Pat was declared dead on the 27th, and I
12 think that was the next day, the 28th, which I believe
13 was a Wednesday.

14 Q. Okay. Have you talked to any of the
15 healthcare providers about Patrick's BAC at the time
16 of his admission?

17 A. We talked to the nurse, I think her name
18 was Alex, and she said, you know, she's seen a lot
19 worse.

20 Q. Is it your understanding it was .19?

21 A. I believe that's what the records say.

22 Q. Other than what you've described where

1 formal Arabic language that they all understand and
2 speak as well, and he wanted -- he said he would have
3 gotten much more out of it if he had known Arabic, and
4 he just wasn't quite sure what to do about that.

5 And as his age -- as he got older, we
6 didn't know he was thinking of the military. You
7 know, when he lived with his brother Kevin, Kevin told
8 us afterwards that Pat talked a lot about it. So it
9 came like if Pat was ever going to go in the military,
10 he had to go, so he went. And then he got the
11 opportunity to learn Arabic, so he did.

12 And then, as Paul mentioned, he was
13 supposed to go to Iraq. Well, Iraq was winding down,
14 and they were going to send him to Afghanistan. They
15 don't speak Arabic in Afghanistan. And where he was
16 going they spoke Pashto, so Pat had a crash course in
17 Pashto.

18 So now he's over there, and they had
19 just been there less than a month when Richard Engel
20 of NBC embedded himself with Pat's unit and did his
21 piece on TV all about the sufferings that Pat's unit
22 had gone through and what it was like to be there, and

EXHIBIT C

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Brian Giblin

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

-----X

PAUL D. CASEY, et al., :

Plaintiffs, :

v. : Case No.

JASON WARD, et al., : 1:13-cv-1452-RJL

Defendants. :

-----X

Videotaped Deposition of

BRIAN THOMAS GIBLIN

Washington, D.C.

Friday, August 21, 2015

10:02 a.m.

Job No.: 90441

Pages: 1 - 244

Reported by: Marney Alena Mederos, RPR, CRR

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1 table and say what he said?

10:59:25

2 A. Not that I remember.

10:59:27

3 Q. At this point, is it your recollection
4 that you or anyone in your group was doing anything to
5 contribute or instigate the situation?

10:59:34

10:59:36

10:59:41

6 MR. KLAPROTH: Objection. Vague.
7 Leading.

10:59:45

10:59:47

8 THE WITNESS: I don't know what you
9 mean. Like...

10:59:48

10:59:49

10 BY MR. VIOLA:

10:59:51

11 Q. Well, you -- you had indicated that
12 Mr. -- Mr. Casey had walked over and called you fags
13 and said you were gay, things of that nature, correct?

10:59:52

10:59:54

10:59:56

14 A. Yes, sir.

11:00:00

15 Q. And you said that then while that's
16 going on, Mr. Lindsey walks over and basically says
17 the same thing, calls you fags, calls you gay,
18 correct?

11:00:00

11:00:01

11:00:04

11:00:07

19 A. Yes, sir.

11:00:08

20 Q. And that you had characterized
21 Mr. Casey's behavior as aggressive, correct?

11:00:08

11:00:09

22 MR. KLAPROTH: Objection.

11:00:12

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1	Q.	And how does that happen?	11:18:31
2	A.	Eventually, we push -- I pushed through	11:18:33
3		them.	11:18:37
4	Q.	So who's the first one of the group to	11:18:37
5		leave the restaurant?	11:18:40
6	A.	It would -- it would be me, Mr. Casey,	11:18:43
7		and Mr. Lindsey.	11:18:46
8	Q.	All at the same time?	11:18:48
9	A.	Pretty much slid out together, yes, sir.	11:18:49
10	Q.	Okay. Why don't you describe for me	11:18:51
11		what happens in terms of you -- or the three of you,	11:18:53
12		as you describe it, exiting the restaurant.	11:18:56
13	A.	So we're at the front door pushing back	11:19:00
14		and forth, getting -- trying to push through, and we	11:19:03
15		kind of slide -- kind of shift and slide out together,	11:19:06
16		and -- and then we're out right in front of the front	11:19:11
17		door.	11:19:15
18	Q.	Back to the point when you said there	11:19:15
19		was kind of pushing and shoving at the front door	11:19:18
20		between you and Mr. Lindsey and Mr. Casey, is Mr. Ward	11:19:20
21		involved in that pushing and shoving, to your	11:19:24
22		recollection?	11:19:27

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1 MR. BOTTIGLIERI: Objection to form. 11:14:15

2 BY MR. VIOLA: 11:14:15

3 Q. Okay. What's your -- what's your 11:14:16

4 recollection of what happens when you said you go to 11:14:18

5 the door or try to go to the door? 11:14:21

6 A. Continued yelling at each other, and I'm 11:14:24

7 trying to push my way out of the -- out of the 11:14:27

8 restaurant, out of the McDonald's, and they're there 11:14:31

9 in the doors, and that goes on for a little bit. 11:14:33

10 Q. Okay. When you say "continued yelling 11:14:44

11 at each other," who's yelling at whom? 11:14:45

12 A. I know I'm yelling at them, and I know 11:14:46

13 that they're yelling back. 11:14:47

14 Q. What are you yelling? 11:14:48

15 A. Basically, get the hell out of my way, 11:14:48

16 the same -- I mean... 11:14:49

17 Q. What are they yelling? 11:14:51

18 A. I can't remember. The same -- same 11:14:53

19 stuff, I guess, back. I don't know exactly the words 11:14:55

20 at that point. I can't remember. 11:14:57

21 Q. Well, they're yelling back to you, get 11:14:59

22 the hell out of my way? 11:15:01

144

1	A.	I don't know what a -- I don't know what	12:29:31
2		a Royal Flash is, but --	12:29:33
3	Q.	Or a Royal Flush?	12:29:35
4	A.	I don't remember drinking that, no. I	12:29:37
5		remember drinking beers the whole night.	12:29:41
6	Q.	Okay. And so you only drank beer at	12:29:44
7		Camelot?	12:29:45
8	A.	That's -- from what I remember, yes,	12:29:46
9		sir.	12:29:47
10	Q.	Okay. Do you recall if you purchased	12:29:48
11		drinks for Justin -- Justin Ruark or Jason Ward at	12:29:50
12		Camelot?	12:29:53
13	A.	That -- I remember trying -- I thought I	12:29:54
14		was buying all the drinks, because I hadn't seen them	12:29:56
15		in a while.	12:30:00
16	Q.	So if you purchased a Royal Flush, it	12:30:01
17		would have been for either Jason Ward or Justin Ruark?	12:30:03
18	MR. VIOLA:	Objection as to form and	12:30:08
19		foundation. He says he doesn't remember purchasing	12:30:09
20		it. It mischaracterizes his testimony.	12:30:12
21	THE WITNESS:	It --	12:30:15
22	MR. VIOLA:	Assumes facts not in	12:30:15

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1	evidence. Sorry.	12:30:17
2	THE WITNESS: I mean, I assume. I mean,	12:30:19
3	I didn't drink them, so...	12:30:19
4	BY MR. KLAPROTH:	12:30:21
5	Q. Okay. And do you recall what time you	12:30:22
6	left Camelot?	12:30:28
7	A. I mean, it had to have been early	12:30:31
8	morning, I believe.	12:30:33
9	Q. And did you go to any other bars on	12:30:37
10	September 22nd or September 23rd, 2011?	12:30:39
11	A. Went to Ozio afterwards.	12:30:42
12	Q. And did you consume alcohol there?	12:30:44
13	A. I don't think so.	12:30:46
14	Q. Do you have any recollection of going to	12:30:48
15	Public Bar?	12:30:49
16	A. If I -- it was very quick, I believe.	12:30:53
17	Q. Do you have any recollection of	12:30:59
18	consuming alcohol at Public Bar?	12:31:01
19	A. I really don't remember going there. I	12:31:03
20	thought we went to go -- we like walked in and walked	12:31:05
21	out.	12:31:08
22	Q. Okay. If I can turn your attention to	12:31:10

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1	MR. BOTTIGLIERI: Objection. Calls for	01:37:18
2	speculation.	01:37:20
3	THE WITNESS: I don't think so, no.	01:37:22
4	MS. BOYCE: You have to wait till	01:37:23
5	finishes his objection.	01:37:23
6	THE WITNESS: Oh, I'm sorry.	01:37:25
7	BY MR. KLAPROTH:	01:37:26
8	Q. You said you don't think so?	01:37:26
9	A. No, sir.	01:37:28
10	Q. When you get to the door of the	01:37:33
11	restaurant and Patrick Casey and David Lindsey are	01:37:34
12	standing in front of the door and you stated, get the	01:37:38
13	hell out of my way, how loud did you say that?	01:37:42
14	A. Oh, I'm -- I was -- I'm -- I'm sure I	01:37:45
15	was loud.	01:37:47
16	Q. And were they yelling back at you?	01:37:48
17	A. Uh-huh.	01:37:50
18	Q. And was -- were they yelling loud?	01:37:51
19	A. Yes, sir.	01:37:53
20	Q. Now, do you recall if the doors to the	01:38:00
21	restaurant open out to the street or open into the	01:38:03
22	restaurant?	01:38:07

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1 he pushed you, where was he located?

01:49:25

2 A. We were right in front of the door.

01:49:27

3 Q. And when you get pushed to the right,
4 you're still in front of the McDonald's restaurant?

01:49:45

01:49:47

5 A. Yes, sir.

01:49:52

6 MR. VIOLA: Objection as to form.

01:49:53

7 BY MR. KLAPROTH:

01:50:01

8 Q. And you -- and I'm -- you landed on your
9 right hip, you said?

01:50:01

01:50:05

10 A. Yes, sir.

01:50:07

11 Q. As you were falling, could you observe
12 Patrick Casey?

01:50:08

01:50:11

13 A. No. I don't -- I mean, I don't remember
14 seeing him at all after I got pushed.

01:50:12

01:50:15

15 Q. So -- and you didn't see him once you
16 landed on the ground?

01:50:20

01:50:23

17 A. No, sir.

01:50:24

18 Q. So you didn't see Patrick Casey trying
19 to punch you at that time?

01:50:26

01:50:28

20 A. No, sir.

01:50:30

21 Q. Or push you?

01:50:31

22 A. No, sir.

01:50:32

EXHIBIT D

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Jason Ward

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA
-----+
PAUL D. CASEY, et al., +
Plaintiffs, + Civil Action No.
v. + 1:13-cv-1452 (RJL)
JASON WARD, et al., +
Defendants. +
-----+

Videotaped Deposition of JASON WARD
Washington, D.C.
Thursday, August 6, 2015
9:53 A.M.

Job No.: 89409
Pages 1 - 291
Reported by: Denice Z. Lombard, CSR
Videotaped by: Luis Lopez

Deposition of Jason Ward
Conducted on August 6, 2015

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1 down?

2 A The picture on the wall got knocked down is --
3 and also on the arrest it said "simple assault" or
4 "destruction of property less than a thousand dollars."

5 Q Okay.

6 A That's what they wrote on the thing.

7 Q Thank you.

8 A Pushing around, getting out. I mean, I can --

9 Q When you say "pushing around, getting out"
10 what do you mean by that?

11 A It was my work Christmas party that evening,
12 so we were at the work Christmas party, we were at
13 Rocket Bar. And as we were getting there, I think
14 11:00 -- 10 o'clock, 10:30 p.m., I had been drinking
15 that day, but we get there, there's -- I remember just
16 somebody at the bar causing some kind of pushing
17 around.

18 So we got asked to leave by the manager said
19 we were too drunk, like a whole group of us. It was
20 our whole company was in there. So like "Obviously,
21 you guys, like 30 of you need to leave."

22 But I got into a little argument like pushing

Deposition of Jason Ward
Conducted on August 6, 2015

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1 THE WITNESS: Can you ask me the question
2 again about time frame? Did you say --

3 BY MR. KLAPROTH:

4 Q Physical altercations since you were 18.

5 A I'll work backwards. You said besides the
6 ones that we --

7 Q Yeah, besides -- so we got December 2014,
8 we'll talk about September 2011 in a little bit.

9 So yeah, if you want to work backwards not
10 counting those.

11 A Rumors, I was at Rumors.

12 Q And when was that?

13 A I want to say -- I mean, '12, '13, somewhere
14 around there.

15 Q 2012, 2013?

16 A I think so, yeah. I'm not sure exactly the
17 time frame.

18 Q And what happened there?

19 A I was with Brian Giblin and Matthew Liebold.
20 But -- so what happened is Matt Liebold was dancing
21 with some lady, some girl, and -- for a while
22 apparently.

Deposition of Jason Ward
Conducted on August 6, 2015

44

1 But I see him being cornered by two or three
2 guys by the bathrooms. So I walked over to see what's
3 going on. And these guys are saying that he's been --
4 that's his wife, and they've been messing around or
5 something.

6 And so he starts pushing Matthew back. So I'm
7 like, "Hey, what's going on? Come over here." And I
8 turn around to the two guys that are starting the fight
9 with Matt. I turned around and he gets hit with a beer
10 bottle. He had to get 14 stitches. He gets knocked
11 out.

12 Q And who was this? Matthew?

13 A Um-hm.

14 Q Got hit with a beer bottle.

15 A He got hit with a beer bottle.

16 So I turned and -- I punched the guy that was
17 on top of Matthew, and then I got knocked out.

18 Q Knocked out or knocked down?

19 A Knocked out, knocked down. I couldn't get
20 back up. Brian saw me try to help myself up and I
21 couldn't. So he had two beers in his hand, and he put
22 them down, tried to come help me up and got me up. And

Deposition of Jason Ward
Conducted on August 6, 2015

45

1 then that was it. He called the cops and called the
2 ambulance, whatnot.

3 Q So just to clarify, before you got punched and
4 knocked down you punched another individual?

5 A Correct.

6 Q And where did you punch him? In the face?

7 A Probably.

8 Q Why do you say "probably"?

9 A I don't remember exactly. I was more focused
10 on Matt just getting hit with a beer bottle bleeding
11 quite a bit. And there were several of them to just
12 Matthew. It ended up being seven people that were
13 there.

14 Q So you just punched the closest guy?

15 A The guy that was over top of Matthew, yes,
16 that was closest to him.

17 Q What happened after you punched him?

18 A I got hit with a beer bottle. I got hit with
19 something. I assumed it was a beer bottle, because I
20 had a huge red right on my cheekbone.

21 Q I'm just trying to clarify. You don't recall
22 if you punched the individual in the face?

Deposition of Jason Ward
Conducted on August 6, 2015

47

1 Q Did the police come?

2 A Yes, somebody -- a police -- somebody came,
3 yes.

4 Q And what did the police do?

5 A Tended to Matthew, talked to the manager. I
6 wasn't really involved too much. I gave a statement to
7 the police or the ambulance, and then they hauled him
8 off.

9 Q And Matthew went to the hospital?

10 A Yes.

11 Q Did anyone else go to the hospital?

12 A His girlfriend -- no, I don't think she was
13 even there. I don't think anybody went with him, just
14 him.

15 Q Had you been drinking at Rumors?

16 A I mean, probably -- most likely I was, but I
17 don't remember, you know.

18 Q You say "most likely." Why do you say that?

19 A I mean, I most likely had a drink -- was
20 drinking at Rumors, but I don't recall actually
21 drinking. Then that night I recall that event.

22 Q So when you say "most likely," you don't

Deposition of Jason Ward
Conducted on August 6, 2015

49

1 something, so . . .

2 Q So 2012, 2013, but you don't know --

3 A That's my best guess, yes.

4 Q All right. So let's keep going back.

5 A Yep. Oh. Rumors.

6 There was a time in Washington, D.C. I was
7 with Matthew Liebold, Justin Ruark and Mitchell Rieg.

8 Q And just to clarify, Matthew Liebold --

9 A Yes.

10 Q -- that was -- he was the individual who was
11 your roommate in September 2011, right?

12 A Matthew was my -- yes.

13 Q Okay. All right. So you were with Matthew
14 Liebold --

15 A Yes.

16 Q -- Justin Ruark and Mitch Rieg?

17 A Yes.

18 Q How do you spell Mitch Rieg?

19 A R-i-e-g.

20 Q Where in Washington, D.C.?

21 A I want to say like -- I think we parked like
22 L Street. L Street is the . . .

Deposition of Jason Ward
Conducted on August 6, 2015

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1 about, "We're real Marines," "No, you're not," all
2 this, and then --

3 Q Just trash talking?

4 A Um-hm, bunch of FU's, a bunch of starts. And
5 then the guy goes, "Oh, yeah?" And the guy over to the
6 left of me, farthest away from me, pulled a knife. And
7 I'm, man. And then somebody else has a knife, so we
8 kind of back up a little bit.

9 And then this one kid keeps coming beside,
10 coming around me, coming behind my back side. So I was
11 like, "Man, you got to stay in front of us. You just
12 pulled knives on us. You got to stay in front of us."
13 And he did it again. So the third time that he did it
14 I turned and hit him.

15 Q And how did you hit him?

16 A With my fist.

17 Q Can you show us? You said you were just
18 backing up. Can you show us how?

19 A I mean, I was backing up like this because the
20 guy was coming around my back. That's what I was
21 showing you.

22 Q And then did you turn, do an about-face and

Deposition of Jason Ward
Conducted on August 6, 2015

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1 then punch him?

2 A About-face? No, I did not do an about-face.

3 I was open to him. I was making sure he never had my
4 back. So I just punched him.

5 Q In the face?

6 A Yes.

7 Q What type of punch?

8 A A closed-fist punch.

9 Q Was it like a straight-strike? A hook?
10 Upper-cut?

11 A Oh, I don't remember. It definitely was not
12 an upper-cut.

13 Q Straight-strike?

14 A (Nods head.)

15 Q What happened to him? Was he injured?

16 A I don't know. I didn't stay around with the
17 guys that had knives on us to see. And we -- they --
18 we separated us, they separated us, with the signs and
19 flailing at them, and then we got out of there.

20 Q So the guy who was coming from behind, did he
21 have a knife?

22 A The guy that was coming around? I don't know.

Deposition of Jason Ward
Conducted on August 6, 2015

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1 A No. Gold's Gym membership stopped in 2008
2 because they closed the gym that I was working out at.
3 So now I'm a member of LA Fitness.

4 Q And did you ever do any body-building
5 competitions?

6 A Yes.

7 Q And when were those?

8 A I'm sorry?

9 Q When?

10 A Oh. I did November of 2004. I did May 2005
11 and then May 2006.

12 Q And what were those competitions?

13 A Body-building competitions.

14 Q Did it have a name?

15 A They're -- like the first one was some big
16 like national thing, I don't know. I don't know the
17 name or the organization or anything, but they were
18 just local body-building competitions for fitness.

19 Q Okay. Did you win any of those competitions?

20 A Yes, I won the first one.

21 Q November 2004?

22 A Um-hm. I was 19. And then I won the last

Deposition of Jason Ward
Conducted on August 6, 2015

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1 one.

2 Q May 2006?

3 A Yep. I was the Mr. Virginia.

4 Q What's Mr. Virginia?

5 A It was just that little organization's state
6 little thing, championship kind of thing. I won for
7 the middle-height people.

8 Q So it goes by height, not weight?

9 A Yes.

10 Q So you are Mr. Virginia?

11 A I am not Mr. Virginia. I'm Jason.

12 Q In May 2006?

13 A For short -- for middle-height people. I was
14 Mr. Virginia for 2006. I won Mr. Virginia for short --
15 for middle-height people.

16 MR. KLAPROTH: Can I have this marked, please.

17 MR. VIOLA: Do you have copies for everybody?

18 MR. KLAPROTH: I do indeed. I think I
19 actually have enough.

20 (Whereupon, Plaintiffs' Exhibit 1 was marked
21 for identification and attached to the transcript.)

22 MR. KLAPROTH: So you've now been handed

Deposition of Jason Ward
Conducted on August 6, 2015

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1 Q Body building? Then it states:

2 "I did several other competitions 2006 I won
3 my weight/height class for the Mr. VA
4 classic."

5 And that's referring to that May of 2006
6 competition; is that correct?

7 A Correct.

8 Q And you drafted this summary about how -- it
9 states "How I [Got] Started"?

10 A I typed this up, yes. I wasn't an English
11 major by any means.

12 Q I'm not criticizing your grammar. I just want
13 to make sure that you were the one who wrote it.

14 And then it states "I'm currently taking MMA
15 classes" -- and I'm in the second paragraph there under
16 "How I [Got] Started."

17 A Um-hm.

18 Q "I'm currently taking MMA classes focusing on
19 Krav Maga and continue to lift and maybe one
20 day do another show."

21 What is MMA?

22 A MMA stands for mixed martial arts.

Deposition of Jason Ward
Conducted on August 6, 2015

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1 Q And what is mixed martial arts?

2 A I'm not sure. I've never actually taken the
3 MMA class. Only thing I've ever taken is Krav Maga,
4 so . . .

5 Q And so when did you take Krav Maga?

6 A For two years, I had a two-year contract,
7 somewhere around -- again, 2010 maybe I started.

8 MR. VIOLA: Don't guess. If you know the
9 dates, tell him the dates. But don't guess.

10 THE WITNESS: I don't know the dates. I don't
11 know. I don't know. But I had a two-year contract.

12 BY MR. KLAPROTH:

13 Q How did you pay for that contract? Was it by
14 credit card monthly?

15 A Monthly.

16 Q And do you know if it was by a credit card or
17 a debit card?

18 A I mean, it was probably my check card, yeah.

19 Q Do you still have a copy of the contract?

20 A I don't.

21 Q Do you know when -- just turn your attention
22 to Exhibit 1. Do you know when you typed that section

Deposition of Jason Ward
Conducted on August 6, 2015

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1 A Rumors. I do not recall drinking at Rumors.

2 Q Ozio?

3 A No, I don't recall --

4 Q No, you didn't drink, or you don't recall?

5 A I don't recall. I mean, I don't think we were
6 there that long at Ozio. I know I ordered a drink at
7 Camelot, and they make drinks horrible. We weren't
8 there that long.

9 Q What type time of drink did you order at
10 Camelot?

11 A A gin and tonic, Bombay Sapphire and tonic.

12 Q How did you -- did you purchase that drink?

13 A At Camelot I got out cash, I got out a hundred
14 bucks, but I don't remember purchasing the drink.

15 Q So you took \$100 out of an ATM?

16 A Yes.

17 Q At Camelot?

18 A Yes.

19 Q And was that to purchase drinks or for a
20 different reason?

21 A It was probably for the dances and girls,
22 yeah.

Deposition of Jason Ward
Conducted on August 6, 2015

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1 A Relatively loud and, you know, people,
2 congested.

3 Q So when you say "congested," a lot of
4 customers?

5 A Yeah, we weren't the only people in there.
6 There was -- yeah, a lot of customers.

7 Q And can you describe the line? Was it a long
8 line, short line when you arrived?

9 MR. BOTTIGLIERI: Objection; form.

10 THE WITNESS: Sorry. If somebody else objects
11 I'm allowed to still answer?

12 MR. VIOLA: Yes, I'm sorry, you can answer,
13 yes.

14 THE WITNESS: I mean, there was a decent size
15 line. You know, there were several people in front of
16 us.

17 BY MR. KLAPROTH:

18 Q And when you say "we," you, Brian Giblin and
19 Justin Ruark?

20 A Yes.

21 Q Did you know anyone in the McDonald's when you
22 arrived?

Deposition of Jason Ward
Conducted on August 6, 2015

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1 So his back is -- Patrick's facing McDonald's,
2 and now he's got Brian, because Brian is trying to
3 leave. So he grabs Brian and is flinging him in a
4 360-degree -- like swinging him around.

5 One, I've never seen -- Brian is 6'2", 6'3"
6 and I've known him for 15, 16; I've never seen anybody
7 horseplay or grab somebody that -- so swiftly.

8 So anyway, Brian's being thrown in the air.
9 And we just were threatened, told us he's going to beat
10 us our ass outside, so -- and now he's got my friend in
11 the air, so --

12 Q In the air?

13 A I mean, he's got Brian up like this. Brian
14 can't -- he's not able to run away. He's complete
15 control. Patrick Casey has complete control of Brian.

16 And all I saw was Brian about 2 or 3 feet away
17 from being flung into the big glass window outside of
18 McDonald's. So I took a step forward and punched
19 Patrick in the jaw.

20 Q And where was Patrick Casey in location to the
21 McDonald's Restaurant door when you punched him?

22 A He was outside right in front of the door. I

Deposition of Jason Ward
Conducted on August 6, 2015

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1 think there's an awning there where all -- we are still
2 under the awning by the doors.

3 Q And where was Justin Ruark at the time that
4 you threw the punch?

5 A I don't know. I do not recall.

6 Q So Patrick Casey was right in front of
7 McDonald's Restaurant.

8 MR. BOTTIGLIERI: Objection, form.

9 BY MR. KLAPROTH:

10 Q Is that accurate, right in front of the door?

11 MR. BOTTIGLIERI: Mischaracterizes the
12 witness's testimony and asked and answered.

13 THE WITNESS: After he -- he was outside of
14 McDonald's in front of the door when he had Brian in
15 his hands, yes.

16 BY MR. KLAPROTH:

17 Q And was he facing the street or was he facing
18 the restaurant?

19 A He was spinning Brian in a circle.

20 Q A 360?

21 A Well, that would be a -- yes, but he didn't
22 get -- it was about a 270.

EXHIBIT E

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Justin Ruark

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

-----x

PAUL D. CASEY, et al., :

Plaintiff, :

vs. : Case No.:

JASON WARD, et al., : 1:13-cv-1452

Defendant. :

-----x

Videotaped Deposition of JUSTIN RUARK

Washington, D.C.

Monday, March 23, 2015

10:01 a.m.

Job No.: 76610

Pages 1 - 280

Reported by: Colleen L. Darkow and Debra Ann Whitehead

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 other.

2 Q. Okay. Can you give me the -- the date, or if
3 you don't know the date, the timeframe?

4 A. I don't even know if I could recall the
5 timeframe.

6 Q. But you believe it was before September of
7 2011?

8 A. It was before this.

9 Q. Do you know if it was months before, years
10 before?

11 A. I would probably say at least a year, but --

12 Q. Okay.

13 A. -- I -- I really cannot recall specifically.

14 Q. And you were present?

15 A. I was.

16 Q. All right. Tell us what you recall from that
17 incident.

18 MR. VIOLA: Objection on the basis of
19 relevancy. Can I just have a continuing objection to
20 this line of questioning?

21 MR. BOTTIGLIERI: Sure.

22 A. We were walking back to a car. Some people

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 A. These people said that they were Marines or
2 some other other type of military personnel, and that
3 they would kick our butts. And then I guess they came
4 over across the street to do so.

5 Q. Okay. Well, when you say you guess, do you
6 remember they -- them coming across the street at you
7 and Jason?

8 A. They did come across the street, yes.

9 Q. Okay. Then what happened?

10 A. I guess what you would consider typical guy
11 behavior, some pushing and shoving and continued trash
12 talking.

13 Q. All right. And was Mr. Ward one of the
14 individuals pushing and shoving?

15 A. Yes.

16 Q. Were you?

17 A. I was not.

18 Q. And what happened next as far as you
19 remember?

20 A. Somebody said or pulled out their knife. I
21 -- I don't recall ever actually seeing a knife, but I
22 recall somebody saying, get your knife, something along

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 on line?

2 A. I don't remember. I don't think so, but
3 crowded space.

4 Q. Was -- were the three of you doing anything
5 in particular while you were waiting on line for your
6 food?

7 A. Other than standing around?

8 Q. Yeah, other than standing around.

9 A. I mean we were standing there and, I guess,
10 chit-chatting and horsing around.

11 Q. Okay. Who was horsing around, the three of
12 you?

13 A. No. It was Brian and Jason.

14 Q. And describe for me what you mean by horsing
15 around.

16 A. Joking, nudging, elbowing, just kind of
17 harassing each other.

18 Q. Okay. Were any of the three of you harassing
19 anyone else in the McDonald's restaurant --

20 A. Not that I recall.

21 Q. -- at that time?

22 Okay. And when you say horsing around, do

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 trash talking.

2 Q. Okay. Who is they?

3 A. Brian and Jason.

4 Q. Okay. So Brian and Jason were doing some
5 trash talking?

6 A. Yes.

7 Q. And who were they doing the trash talking
8 with?

9 A. With Mr. Casey and Mr. Lindsey.

10 Q. Okay. Anyone else?

11 A. I don't know. I don't recall specifically.

12 Q. Okay. Were you also involved in that trash
13 talking?

14 A. I was not.

15 Q. And at that point in time, had either you,
16 Mr. Ward, or Mr. Giblin been involved in any other
17 trash talking with anyone else at the McDonald's up
18 until that point?

19 A. Not that I recall.

20 Q. Had any of the three of you threatened
21 anybody in the restaurant?

22 A. Not that I recall.

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 or we have to go or something to that effect, how much
2 time transpired?

3 A. Thirty seconds.

4 Q. It was -- it was relatively quick.

5 A. It felt relatively quick to me, yeah. I -- I
6 felt like I had a bite or two of my snack wrap and he
7 was already back in saying we need to leave.

8 MR. BOTTIGLIERI: Okay. All right,
9 Mr. Ruark, thank you very much. At this time, I don't
10 have any further questions, but some of the other
11 attorneys in this case may have questions for you after
12 we break for lunch.

13 THE WITNESS: Okay.

14 MR. BOTTIGLIERI: Thank you.

15 THE WITNESS: Thanks.

16 VIDEOGRAPHER: We're going off the record,
17 the time is 1:07.

18 (Recess.)

19 VIDEOGRAPHER: We're going back on the
20 record, the time is 1:50.

21 EXAMINATION BY COUNSEL FOR THE PLAINTIFFS

22 BY MR. KLAPROTH:

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 video?

2 A. Jason --

3 Q. And I'm sorry. Before I proceed, time stamp
4 is 1:27:53. Please go ahead.

5 A. Jason and Brian horsing around for a little
6 while, and then me putting my hands up in the air.

7 Q. Okay. And that's the horsing around and
8 wrestling that you were referring to?

9 A. Yes.

10 Q. And you put your hands up in the air. What
11 -- why did you do that?

12 A. I don't know. I -- you know, I guess to like
13 I'm not a part of that.

14 Q. So at this point in time, you are gesturing
15 you are not a part of their wrestling and horsing
16 around.

17 MR. BOTTIGLIERI: Objection.

18 A. Yes.

19 Q. Why did you think it was important to do
20 that?

21 A. Because I didn't want to get in trouble or
22 get kicked out of the McDonald's.

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 them?

2 A. No.

3 Q. All right.

4 MR. KLAPROTH: All right. You can continue
5 playing.

6 (Whereupon a silent video segment was
7 displayed.)

8 MR. KLAPROTH: Stop.

9 Q. Can you describe -- I'm sorry. The time
10 stamp on the video is 1:28:09.

11 Can you describe what you just saw on the
12 video?

13 A. Jason and Brian continued to horseplay, and
14 then I stepped in to try and break them up.

15 Q. So your -- your hands are no longer up,
16 correct?

17 A. They are not up, no.

18 Q. After the continued horseplaying, you did
19 step in to intervene?

20 A. I did.

21 Q. Why did you think that was necessary?

22 A. Because at the time, I thought, okay, that's

1 enough jerking around.

2 Q. Did you think it was getting out of hand?

3 A. I don't know if out of hand would be the way
4 I would describe it, but we hadn't gotten in trouble
5 yet or nothing had happened yet, and I didn't want
6 anything to happen.

7 Q. And at this point, was it a possibility that
8 you would be asked to leave?

9 MS. BOYCE: Objection.

10 MR. VIOLA: Same objection.

11 MR. BOTTIGLIERI: Objection.

12 A. I assumed that yes, we could be asked to
13 leave.

14 Q. By an employee of McDonald's?

15 A. Yes.

16 Q. Were you successful in your intervention?

17 A. Yes.

18 MR. KLAPROTH: Please play from 1:28:09.

19 (Whereupon a silent video segment was
20 displayed.)

21 MR. KLAPROTH: All right, stop. Video
22 stopped at 1:28:36.

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 and sat down at the table, correct?

2 A. Yes.

3 Q. And then what happened after that?

4 A. We were eating and the trash talking began.

5 Q. The trash talking between Jason Ward, Brian
6 Giblin, and the table behind you?

7 A. Yes.

8 Q. And when the trash talking began, did you
9 know who they were trash -- Brian Giblin and Jason Ward
10 were trash talking to?

11 A. No.

12 Q. Up to -- at this point in time, did you --
13 have you observed Patrick Casey at all in the
14 McDonald's restaurant?

15 A. If I had seen him, I don't recall. I mean I
16 could have glanced past him and --

17 Q. But there's nothing that -- nothing memorable
18 that jumps out at you.

19 A. No.

20 Q. How long was the trash talking -- how long
21 did the trash talking occur?

22 A. As I said before, I'm estimating couple of

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 minutes.

2 Q. Five minutes?

3 A. Yeah, three to five minutes, something like
4 that.

5 Q. Do you recall what Ward and Giblin were
6 saying?

7 A. Does that need to be back on me at this
8 point?

9 Q. Yeah, let's put that back.
10 Do you recall what Ward and Giblin were
11 saying?

12 A. I do not recall specifically what they were
13 saying.

14 Q. Did you look back at any point to see who
15 they were talking to?

16 A. I don't remember specifically looking over my
17 shoulder, but I probably did.

18 Q. At that point, did you see who they were
19 talking to?

20 A. I don't know.

21 Q. Did you participate in the trash talking?

22 A. I did not.

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 A. He did.

2 Q. And you jumped up right away?

3 A. I did.

4 Q. And you were face to face?

5 A. We were.

6 Q. And at this point, you made a joke?

7 A. I did.

8 Q. And the joke was, whoa Zangief?

9 A. It was.

10 Q. What was his reaction?

11 A. I remember him smirking or smiling a little
12 bit about it.

13 Q. And he laughed?

14 A. I think he probably laughed, yeah.

15 Q. Did he push you?

16 A. No, he didn't touch me.

17 Q. Did he insult you back?

18 A. No.

19 MR. VIOLA: Objection to characterization of
20 it as an insult.

21 Q. Did he yell at you?

22 A. Not me specifically. He was focused on Jason

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 Q. And you were successful?

2 MR. VIOLA: Objection as to form and
3 foundation.

4 A. No.

5 Q. Well, successful to the extent that he
6 smiled.

7 A. Yes.

8 Q. And at this time, they were still just trash
9 talking, correct?

10 A. Yes.

11 Q. No physical contact?

12 A. No.

13 MR. KLAPROTH: Let's go to 1:41:39, please.

14 MR. PIVOR: 49?

15 MR. BOTTIGLIERI: 39.

16 MR. KLAPROTH: 39.

17 (Whereupon a silent video segment was
18 displayed.)

19 MR. KLAPROTH: You can pause it.

20 Q. So the time stamp is now 1:41:38.

21 Can you describe what you see in that -- in
22 the video at this time?

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 A. I don't know if I had testified specifically
2 to that, but this is yes, the first point of physical
3 contact.

4 Q. When Brian Giblin walks past Patrick Casey?

5 A. Yes.

6 Q. And is he walking or is he running?

7 A. It looks like he's walking. I remember him
8 walking.

9 Q. And where -- based on the video, where --
10 where is he walking towards?

11 MR. VIOLA: Objection as to form.

12 A. The exit.

13 Q. Are you still standing at this point?

14 A. It's difficult to tell. It looks like I'm
15 sitting down.

16 Q. So if you're sitting down, you're not going
17 towards the exit?

18 A. No, I'm not going towards the exit.

19 Q. And you're not following Brian Gib -- Giblin
20 to where he's going?

21 A. No.

22 Q. Is it because you don't want any part of the

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 MR. BOTTIGLIERI: Objection.

2 MR. VIOLA: Objection.

3 A. I don't know.

4 Q. Is Brian Giblin taller than you?

5 A. Yes.

6 Q. Is he stronger than you?

7 MS. BOYCE: Objection.

8 MR. VIOLA: Objection.

9 A. I don't know.

10 Q. Does he weigh more than you?

11 MS. BOYCE: Objection.

12 A. Probably not.

13 Q. But he's taller than you?

14 A. He is.

15 Q. So he was able to push past you?

16 MS. BOYCE: Objection.

17 A. I don't know.

18 Q. Well, you stated you were unsuccessful in
19 restraining him. What do you mean by that?

20 MS. BOYCE: Objection, mischaracterizes the
21 testimony.

22 A. I meant that it reached a point where I did

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 not feel that I could restrain him without, I don't
2 know, throwing him on the ground or something absurd.

3 Q. So in order to restrain him at this point,
4 you would have had to throw him on the ground?

5 MS. BOYCE: Objection.

6 A. That's -- I don't know. I don't know why I
7 was not able to -- to restrain him.

8 Q. What were you restraining him from?

9 A. The pushing and shoving going on behind me.

10 Q. Where did he go after you were unable to
11 restrain him?

12 A. Outside.

13 Q. He went straight outside the restaurant?

14 A. That is when the series that I mentioned
15 earlier, where David went outside, then Brian, then
16 Patrick, then Jason, that's when that started.

17 Q. So right after you're unable to restrain him.

18 A. As far as I remember, and what -- what I can
19 see in this video, yes.

20 Q. And who was the first one outside the
21 restaurant?

22 A. I believe Mr. Lindsey was the first one

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 outside of the restaurant.

2 Q. Who was the next?

3 A. Brian Giblin.

4 Q. I see. So at this point, David Lindsey is
5 outside of the restaurant, you're trying to physically
6 restrain Brian Giblin inside the restaurant.

7 MS. BOYCE: Objection, mischaracterizes
8 testimony.

9 A. I don't know if Mr. Lindsey has left yet as
10 my back would be to him at this point. I recall seeing
11 them, seeing the sequence of people exiting the
12 restaurant.

13 Q. All right. So just describe that sequence
14 after what we just observed with you trying to restrain
15 Brian Giblin.

16 A. Mr. Lindsey leaves. There is a rush towards
17 the door of the remaining three individuals. Brian
18 Giblin goes through, Patrick Casey goes, then Jason
19 goes.

20 Q. Do you know where Brian Giblin was going when
21 he went outside or what the purpose was?

22 A. No.

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 A Brian and Jason are play fighting, horsing
2 around, and I've taken a step back and put my hands up
3 in the air.

4 Q Okay. Now, is there any individuals who
5 are standing behind the three of you?

6 A It appears there's two people back right
7 into the entry into the area that you would order food
8 from.

9 Q And can you describe those individuals?

10 MR. VIOLA: Objection as to form.

11 A It looks like a black male and a shorter,
12 I'm assuming, female. I can't really tell.

13 Q And the male is wearing a white shirt?

14 A White shirt, black pants. The woman is
15 wearing what appears to be a black dress.

16 Q All right. We're now going to play the
17 video from 1:27:53. And please pay specific attention
18 to those individuals.

19 (Video was played.)

20 MR. KLAPROTH: Stop.

21 Q Can you describe what those individuals
22 have done in the past few seconds of video that I've

DEPOSITION OF JUSTIN RUARK
CONDUCTED ON MONDAY, MARCH 23, 2015

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1 played?

2 MR. VIOLA: Objection as to form.

3 A It looks like they walked up a couple more
4 feet. The man has his head tilted to the side, kind
5 of, I don't know, observing the situation. It looks
6 like the woman is covering her eyes or has her hand on
7 her forehead or something like that.

8 MR. BOTTIGLIERI: Objection to the
9 speculation.

10 Q And are -- are they still walking at this
11 point, or did they stop?

12 A They stopped.

13 Q How far back from the three of you?

14 MR. VIOLA: Objection. The video speaks
15 for itself. We're not talking about his recollection;
16 we're talking about what we can all see.

17 A I can see they're standing 5 to 6 feet
18 behind me.

19 Q Not right in line?

20 MR. VIOLA: Same objection.

21 A I mean, they're in a line. But, yes,
22 they're not directly behind me.

EXHIBIT F

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of David Lindsey

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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

-----x

PAUL D. CASEY, et al, :

Plaintiffs, :

vs. : Case No. 1:13-cv-1452

JASON WARD, et al, :

Defendants. :

-----x

VIDEOTAPED DEPOSITION OF DAVID LINDSEY

New York, New York

Monday, May 11, 2015

11:00 a.m.

Job No.: 81304

Pages: 1 - 230

Reported by: JENNIFER L. WIELAGE, CCR, RPR, CRR

VIDEOTAPED DEPOSITION OF DAVID LINDSEY
CONDUCTED ON MONDAY, MAY 11, 2015

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1	A.	I can't recall.	11:59:52
2	Q.	And did you have to wait --	11:59:54
3	A.	Yes, after we ordered --	12:00:00
4	Q.	-- to the side for your food?	12:00:01
5	A.	I'm sorry. Yes.	12:00:03
6	Q.	And about how long did you have to	12:00:05
7		wait?	12:00:07
8	A.	I'd say five to ten minutes.	12:00:07
9	Q.	And do you remember when you first	12:00:09
10		saw Patrick Casey?	12:00:17
11	A.	I believe he came in when we were	12:00:18
12		waiting for the food, around that time.	12:00:21
13	Q.	Do you remember giving an interview	12:00:23
14		to the police?	12:00:46
15	A.	Yes.	12:00:47
16	Q.	And did you go to the police	12:00:47
17		department --	12:00:48
18	A.	Yes.	12:00:48
19	Q.	-- for that interview?	12:00:49
20	A.	Yes.	12:00:50
21	Q.	And they had you in a --	12:00:50
22	A.	A box.	12:00:53

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1	MR. BOTTIGLIERI: Or do you --	12:12:00
2	MR. KLAPROTH: Mischaracterization of	12:12:01
3	the video.	12:12:03
4	MR. BOTTIGLIERI: Let me restate it.	12:12:03
5	BY MR. BOTTIGLIERI:	12:12:04
6	Q. Do you remember stating in this video	12:12:04
7	that I just played for you that you were sitting	12:12:06
8	there eating your food when Mr. Casey walked in?	12:12:08
9	A. I mean, no, I don't -- I don't	12:12:11
10	remember saying it at that point.	12:12:13
11	Q. Okay. What's your recollection as to	12:12:14
12	what you were doing when Mr. Casey walked in?	12:12:16
13	A. I thought -- well, I thought we were	12:12:18
14	waiting for the food or -- yeah, we were -- I thought	12:12:21
15	we were waiting for the food.	12:12:24
16	Q. Okay.	12:12:28
17	A. Yeah.	12:12:28
18	Q. So when you first saw Mr. Casey, tell	12:12:29
19	me what you did or what you said.	12:12:33
20	A. I can't recall specifically what I	12:12:36
21	said. I imagine I said hi and he sat down with us.	12:12:41
22	Q. But you don't have any	12:12:47

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1	recollection -- specific recollection --	12:12:53
2	A. No.	12:12:55
3	Q. -- of what you were talking about at	12:12:55
4	the time?	12:12:57
5	A. Correct.	12:12:57
6	Q. Okay. Do you remember him going to	12:12:57
7	sit down with you?	12:12:59
8	A. I remember him sitting with me at the	12:12:59
9	table, yes.	12:13:02
10	Q. And do you remember what you guys	12:13:03
11	were talking about, if anything, when you were at the	12:13:06
12	table?	12:13:10
13	A. No, nothing I can recall.	12:13:10
14	Q. Were you talking when the three of	12:13:13
15	you were at the table?	12:13:29
16	A. I'm sure we were talking, but I can't	12:13:29
17	recall the conversation.	12:13:31
18	Q. So was it you, Clare June and Patrick	12:13:32
19	Casey sitting at the table?	12:13:35
20	A. Yes.	12:13:36
21	Q. Was there anyone else sitting with	12:13:36
22	you?	12:13:38

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1	BY MR. BOTTIGLIERI:	12:43:50
2	Q. -- after he was punched?	12:43:50
3	A. I ran up to him, you know, screaming	12:43:52
4	his name, like -- he was out cold, more than that,	12:43:54
5	obviously, but -- I remember saying, Pat, Pat;	12:43:58
6	someone call 911, and I remember seeing three guys	12:44:02
7	looking around, and they took off down the street,	12:44:08
8	and at this point, I was probably on the phone with	12:44:12
9	911, making the call, saying he's not breathing.	12:44:16
10	Q. So you called 911?	12:44:18
11	A. Yes.	12:44:20
12	Q. How long after the punch did you call	12:44:20
13	911?	12:44:22
14	A. Instantly, seconds.	12:44:23
15	Q. What do you remember telling them?	12:44:24
16	A. He wasn't breathing. We couldn't	12:44:26
17	wake him up.	12:44:28
18	Q. At some point, did an ambulance	12:44:49
19	arrive?	12:44:51
20	A. Yes.	12:44:51
21	Q. What else do you remember, if	12:44:51
22	anything, before the ambulance arrived?	12:44:53

VIDEOTAPED DEPOSITION OF DAVID LINDSEY
CONDUCTED ON MONDAY, MAY 11, 2015

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1	McDonald's, at 2 in the morning, there's young people	03:23:28
2	there. Yes, I assume most people were intoxicated	03:23:31
3	that were there.	03:23:34
4	BY MR. KLAPROTH:	03:23:34
5	Q. And the bars had just gotten out; is	03:23:34
6	that correct?	03:23:37
7	A. Yes.	03:23:37
8	Q. So now you sit down at your table,	03:23:37
9	you get your phone and you sit down with Pat and	03:23:41
10	Clare, correct?	03:23:44
11	A. Correct.	03:23:44
12	Q. And you're eating your food, minding	03:23:45
13	your own business?	03:23:47
14	A. Correct.	03:23:48
15	Q. And then a comment comes from the	03:23:49
16	table that you described, the group -- the other	03:23:51
17	group, correct?	03:23:54
18	A. Yes.	03:23:55
19	MS. BOYCE: Objection.	03:23:55
20	BY MR. KLAPROTH:	03:23:57
21	Q. And it what a comment about Pat's	03:23:57
22	hairline; right?	03:23:59

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1	MR. VIOLA: Objection.	03:24:01
2	A. That's what I recall, yes. Not	03:24:02
3	explicitly. I'm sorry. Could you ask the question	03:24:12
4	one more time?	03:24:16
5	Q. So there was a comment made about	03:24:16
6	Pat's hairline?	03:24:18
7	MR. VIOLA: Objection. I thought you	03:24:20
8	were done. I didn't mean to interrupt you.	03:24:21
9	BY MR. KLAPROTH:	03:24:25
10	Q. Do you know specifically what was	03:24:25
11	said?	03:24:26
12	MR. VIOLA: Objection.	03:24:26
13	A. No, I just recall it was in regards	03:24:27
14	to his hair receding.	03:24:28
15	Q. And how was his response to that?	03:24:31
16	MR. VIOLA: Objection.	03:24:33
17	A. He wasn't offended. It seemed like	03:24:33
18	he was playing off of it. He was like -- you know,	03:24:36
19	he heard that, yeah, he said you see this, this is	03:24:38
20	from war or something. And it seemed like it was	03:24:42
21	just -- it was just rapport between guys -- two	03:24:44
22	different people in a bar -- after the bar, yeah.	03:24:48

VIDEOTAPED DEPOSITION OF DAVID LINDSEY
CONDUCTED ON MONDAY, MAY 11, 2015

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1	Q.	So he was trying to make a joke about	03:24:50
2		it?	03:24:52
3	A.	Yeah, that's how I -- that's how I	03:24:52
4		saw it.	03:24:54
5	Q.	So at this point, he wasn't shouting?	03:24:54
6	A.	I don't think so, no.	03:24:57
7	Q.	He didn't push anyone?	03:24:58
8	A.	No.	03:24:59
9	Q.	He didn't punch anyone?	03:25:00
10	A.	No.	03:25:01
11	Q.	He made a joke about it?	03:25:02
12	A.	Yes.	03:25:04
13	Q.	And at this point -- let's use the	03:25:04
14		term red flags. No red flags went off at this point	03:25:10
15		that there was going to be a situation or	03:25:13
16		altercation?	03:25:15
17	A.	Not from my point of view.	03:25:16
18	Q.	So you finish your food and you walk	03:25:17
19		over to the table where the three individuals were	03:25:20
20		seated, correct?	03:25:23
21	A.	Correct.	03:25:24
22	Q.	And at this point, you're going to	03:25:24

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1	leave the restaurant?	03:25:26
2	A. Yes.	03:25:26
3	Q. And you make a comment to the	03:25:28
4	individuals?	03:25:30
5	A. Yes.	03:25:30
6	Q. And what was that comment?	03:25:31
7	A. I said, you know, Have fun going home	03:25:32
8	alone, guys; you know, like along those lines, yeah.	03:25:36
9	And then I think, What are you guys gay? I was,	03:25:41
10	basically, implying they're gay, like four dudes at	03:25:44
11	the end of the night at McDonald's.	03:25:48
12	Q. Did you really think they were gay?	03:25:49
13	A. No, I was making fun because they	03:25:52
14	stuck out.	03:25:53
15	Q. So you were making a joke about it?	03:25:53
16	A. Yeah.	03:25:55
17	Q. So it was still jovial?	03:25:55
18	A. For me.	03:25:57
19	Q. And at this point, Patrick hadn't	03:25:58
20	pushed anyone?	03:26:01
21	A. No.	03:26:01
22	Q. He wasn't shouting?	03:26:01

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1	A.	I didn't see it.	03:26:03
2	Q.	And you didn't punch anyone at this	03:26:03
3		point when you make this comment?	03:26:07
4	A.	No.	03:26:08
5	Q.	How did they respond to the comment?	03:26:08
6		MR. VIOLA: Objection as to form.	03:26:14
7	A.	They were pissed. The one guy in	03:26:15
8		particular was really mad at me. You could tell --	03:26:20
9		as soon as I saw his reaction, I regretted saying	03:26:25
10		what I said.	03:26:28
11		BY LEFT:	03:26:28
12	Q.	What was his reaction?	03:26:28
13	A.	So -- well, he got -- he got -- from	03:26:29
14		what I remember, he got physical with me. Like he	03:26:34
15		put his hands on me and he had this look on his face	03:26:37
16		like -- he was like ready to get in an altercation,	03:26:40
17		but at the same time, he was enjoying it at the same	03:26:44
18		time. Like, he was doing it -- like, he was like mad	03:26:47
19		at me, but at the same time he was like happy -- it	03:26:49
20		seemed like he was like in his element, like he was	03:26:52
21		like getting off on it almost.	03:26:55
22	Q.	Would you describe him as being	03:26:56

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1	aggressive?	03:26:57
2	A. Absolutely.	03:26:58
3	Q. And describe his -- his face a little	03:26:59
4	bit more.	03:27:02
5	A. He had this demeanor. Like you	03:27:04
6	looked into his eyes, but like, there was, like, no	03:27:11
7	reaction -- there was like no emotion in it. It was	03:27:14
8	like he was like -- I don't know, like, it was kind	03:27:16
9	of scary, like -- kind of like an evil look, you	03:27:20
10	know?	03:27:22
11	Q. And how did that make you feel?	03:27:22
12	A. Scared. I wanted to get out of	03:27:25
13	there.	03:27:26
14	Q. Did you tell him you wanted to get	03:27:26
15	out of there?	03:27:28
16	A. Yes.	03:27:28
17	Q. And what did he say?	03:27:29
18	MR. VIOLA: Objection.	03:27:31
19	A. I don't know what he said exactly.	03:27:32
20	He didn't take his hands off me, as I remember it.	03:27:35
21	BY MR. KLAPROTH:	03:27:40
22	Q. So he didn't let you leave?	03:27:40

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1	A.	Correct.	03:27:42
2	Q.	And this was -- and just so we get	03:27:43
3		the timing correct, this was right after you make	03:27:48
4		that comment about him being gay?	03:27:50
5	A.	Yes.	03:27:52
6	Q.	He jumps up in your face, aggressive?	03:27:52
7	A.	Yes.	03:27:58
8	Q.	Puts his hands on you?	03:27:58
9	A.	Yes.	03:28:01
10	Q.	Would you describe it as grabbing	03:28:01
11		you?	03:28:03
12		MR. VIOLA: Objection; leading.	03:28:06
13		MR. BOTTIGLIERI: Objection.	03:28:08
14	A.	Not so much grabbing, more -- well,	03:28:09
15		not pulling me towards him but he was grabbing me,	03:28:13
16		grabbing me, not pulling me towards him, but he was	03:28:14
17		like -- he wasn't letting go of me. He had his hold	03:28:16
18		on me, yes.	03:28:20
19		BY MR. KLAPROTH:	03:28:21
20	Q.	And was he grabbing your shirt or	03:28:21
21		your arms?	03:28:24
22	A.	I would say like, you know, like the	03:28:24

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1 shoulder area, like around the upper torso area. 03:28:26

2 Q. And this was the first physical 03:28:29

3 contact between your group of friends, Patrick Casey 03:28:32

4 and Clare June and that table, correct? 03:28:37

5 A. Yes. 03:28:38

6 MR. VIOLA: Objection; leading. 03:28:39

7 BY MR. KLAPROTH: 03:28:45

8 Q. Were the red flags going off at this 03:28:45

9 point? 03:28:48

10 A. Yes. 03:28:48

11 Q. And what does that mean to you, the 03:28:48

12 red flags going off? 03:28:52

13 A. Just the look in his eye. It was 03:28:53

14 just -- this wasn't funny anymore. This was -- this 03:28:56

15 was like escalating to violence and there was no 03:29:01

16 doubt in my mind about it and I wanted to stop it. 03:29:04

17 Q. So he took it to the next level? 03:29:07

18 MR. VIOLA: Objection. 03:29:10

19 MR. BOTTIGLIERI: Objection. 03:29:11

20 A. Yes. 03:29:12

21 BY MR. KLAPROTH: 03:29:13

22 Q. And it was just joking before? 03:29:13

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1	A.	For me, it was.	03:29:14
2	Q.	And Pat?	03:29:15
3	A.	I think so.	03:29:17
4		MR. BOTTIGLIERI: Objection.	03:29:18
5		MR. VIOLA: Objection; form and	03:29:19
6		foundation.	03:29:21
7		MS. BOYCE: Objection.	03:29:21
8		BY MR. KLAPROTH:	03:29:23
9	Q.	So when you tell him you're going to	03:29:23
10		leave, how loud did you say that?	03:29:25
11	A.	I would imagine I was yelling -- like	03:29:27
12		screaming it at this point, like just -- you know,	03:29:31
13		emotionally -- I was like, Forget it, we're leaving.	03:29:37
14		We're getting out of here, and I'm assuming -- I	03:29:40
15		escalated my voice the more I had to repeat it.	03:29:44
16	Q.	So you repeated it several times?	03:29:46
17	A.	Yes, I think so.	03:29:48
18	Q.	And you said you were screaming it.	03:29:49
19		Do you think, in your -- based on your personal	03:29:52
20		observations, could people around you have heard it?	03:29:54
21		MS. BOYCE: Objection; calls for	03:29:57
22		speculation.	03:29:58

EXHIBIT G

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Connor Murphy

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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

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PAUL D. CASEY, et al., :

Plaintiff, :

v. : Civil Action No.

JASON WARD, et al., : 1:13-CV-1452 (RJL)

Defendant. :

-----x

Deposition of CONNOR STEARNS MURPHY

Tysons Corner, Virginia

Wednesday, August 26, 2015

9:15 a.m.

Job No.: 89144

Pages: 1 - 147

Reported by: Paul P. Smakula

1 moved to the second location?

2 MR. VIOLA: Objection as to form and asked and
3 answered.

4 A. Within a minute, more or less, of that
5 happening, yes.

6 Q. So within a minute after Patrick Casey
7 approached the three white males is when you changed
8 your table?

9 MR. VIOLA: Objection as to form and
10 foundation. Asked and answered.

11 A. I can't definitively say at what point during
12 the sequence of events I moved tables.

13 Q. Was there anything specifically that occurred
14 that caused you to change your table?

15 A. It might have been two possibilities, one
16 being I noted an escalation in hostilities in their
17 voices or witnessing Patrick Casey get up from his table
18 and approach the other table. It was one or the other
19 or both.

20 Q. So when you say you noted the escalation and
21 hostilities in their voices, who are you referring to as
22 their voices?

1 Q. And do you have any recollection if a
2 McDonald's employee asked the three white males to leave
3 the restaurant at that time?

4 A. I don't recall that happening.

5 Q. How long were you seated at that second table
6 until the time you left the restaurant?

7 A. Some -- between two and four minutes.

8 Q. Do you recall at that time while you -- when
9 you moved to the second table if there was a security
10 guard in the McDonald's restaurant?

11 A. I did not -- if there was, I didn't note his
12 presence. I don't recall.

13 Q. And based on your observations when you moved
14 to the second table, would a security guard been able to
15 intervene between Patrick Casey and the three white
16 males?

17 MR. BOTTIGLIERI: Objection. Form. Calls for
18 speculation. Lack of foundation.

19 A. I didn't note the presence of a security
20 guard. The distance between the table of the three
21 white males and the door was, as I noted earlier, three
22 or four yards, so they can cross that distance pretty

EXHIBIT H

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Andrew Guild

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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PAUL D. CASEY, et al., :
:
Plaintiffs, :
:
vs. : Case No.
: 1:13-cv-1452-RJL
:
JASON WARD, et al., :
:
Defendants. :
:
- - - - -x

Deposition of ANDREW MICHAEL GUILD
Washington, D.C.
Sunday, August 23, 2015
10:00 a.m.

Job No. 89143
Pages 1 - 101
Reported by: Paula J. Eastes

1 Q Did you state to the police that the three
2 males were extremely intoxicated?

3 A Yes. I believe I did.

4 Q What led you to believe that?

5 A I think just based on how the whole
6 argument was going, if I remember correctly. It
7 seemed like those guys were also pretty intoxicated
8 too.

9 I mean everyone in that McDonald's that
10 night more likely than not was intoxicated in one way,
11 shape or form. And I remember thinking that those
12 guys were intoxicated as well.

13 Q And was that based on any behavior during
14 the verbal altercation with Patrick Casey or with his
15 friend?

16 A Yes.

17 I mean thinking back, that is the only way
18 that I could have thought that was how they reacted to
19 whatever was transpiring between the two parties.

20 Q And was there anything specific that they
21 did during that altercation that led you to believe
22 they were intoxicated?

1 there if you are in that McDonald's at that time you
2 are probably intoxicated.

3 BY MR. KLAPROTH:

4 Q And when you were at the McDonald's when
5 you are sitting down eating your food how would you
6 describe the McDonald's restaurant?

7 MR. PIVOR: Objection to form.

8 MR. VIOLA: You mean the structure?

9 MR. KLAPROTH: As far as the customers.

10 MR. PIVOR: Objection to form.

11 THE WITNESS: There were a lot of people.
12 Everyone was kind of in their own conversations with
13 whoever they were with. It was loud. Again if it
14 maybe hadn't been so loud maybe I could have heard
15 more what was being said between them.

16 I remember it was pretty full as well. I
17 think at that time more tables than not were full of
18 people.

19 BY MR. KLAPROTH:

20 Q So it is full and loud. Would you describe
21 it as chaotic?

22 MR. PIVOR: Objection.

1 THE WITNESS: Yes. I would definitely
2 think so.

3 I mean when you see someone who is like a
4 figure of authority like that I think it definitely
5 makes you speculate on what the consequences of a
6 fight like that could be.

7 Again, like I said, both parties seemed
8 intoxicated to me. So maybe it still could have
9 happened. But I think the chances were if there was a
10 security guard there the chances would have been a lot
11 less likely that it would have happened.

12 BY MR. KLAPROTH:

13 Q Mr. Guild, did you review any documents in
14 relation to this incident before coming here to
15 testify today?

16 A Yes. I did.

17 Q What were those documents?

18 A So I had met with the defendant's --

19 THE WITNESS: What is the name?

20 MR. VIOLA: I can't testify.

21 BY MR. KLAPROTH:

22 Q You met with Mr. Viola?

EXHIBIT I

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of David Rosenzweig

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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PAUL D. CASEY, et al., :
:
Plaintiffs, :
:
Case No. :
vs. : 1:13-cv-1452-RJL
:
JASON WARD, et al., :
:
Defendants. :
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- - - - -x

Deposition of DAVID MICHAEL ROSENZWEIG
Washington, D.C.
Monday, August 24, 2015
4:00 p.m.

Job No. 89164
Pages 1 - 139
Reported by: Paula J. Eastes

1 A Well, I don't remember exactly what he was
2 saying. But I mean it was obnoxious that whole scene
3 and then that he was going table to table prior to
4 that and was loud.

5 I mean all of us took notice at our table.
6 So I don't think all of us would have taken notice if
7 it was just a simple conversation type thing.

8 Q I see.

9 So it was the going table to table that was
10 obnoxious, correct?

11 MR. BOTTIGLIERI: Objection.
12 Mischaracterizes his testimony.

13 MR. VIOLA: Objection.

14 THE WITNESS: That and the scene when he
15 was at the table with the three men at the end.

16 BY MR. KLAPROTH:

17 Q And you testified that it got everyone at
18 your table's attention, correct?

19 A Yes.

20 Q So him going from table to table got
21 everyone at your table's attention?

22 MR. VIOLA: Objection. Mischaracterizes

EXHIBIT J

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Sonia Santos

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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

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PAUL D. CASEY, et al)

Plaintiff,)

) Civ. No.

v.) 1:13-cv-1452 (RJL)

JASON WARD, et al)

Defendants.)

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Deposition of SONIA SANTOS

Washington, D C

Wednesday, February 4, 2015

12:58 p.m.

Job No.: 74628

Pages: 1 - 78

Reported by: Donna Marie Lewis, RPR, CSR

1 MR. BOTTIGLIERI: Objection.

2 THE WITNESS: Yes.

3 BY MR. KLAPROTH:

4 Q Is lunch one of them?

5 A You mean to get the food out quickly?

6 Q Yes.

7 A At lunch, well, we do it more quickly at
8 lunch than at dinner.

9 Q Why is that? Is there more customers?

10 A When, at night or at lunch?

11 Q At lunch.

12 A There are more customers at lunch.

13 Q What about on Thursday or Friday or
14 Saturday nights.

15 MR. BOTTIGLIERI: Objection.

16 THE WITNESS: Well, it is harder to get
17 the orders out that quickly at nighttime those
18 days, because there are less employees. And there
19 are more customers.

20 BY MR. KLAPROTH:

21 Q So there are more customers during the
22 late night shifts?

1 MR. BOTTIGLIERI: Objection.

2 THE WITNESS: Yes, well into the early
3 morning. Sure.

4 BY MR. KLAPROTH:

5 Q What do you mean by that "early
6 morning"?

7 A Thursday and Friday I mean between 12:00
8 and 2:00.

9 Q What happens between 12:00 and 2:00?

10 A That is busier and there aren't enough
11 employees.

12 Q During those hours from your personal
13 experience, do the customers appear to be
14 intoxicated?

15 MR. BOTTIGLIERI: Objection.

16 THE WITNESS: Not exactly intoxicated,
17 intoxicated. But you can see that they've done
18 some drinking.

19 BY MR. KLAPROTH:

20 Q How can you see that?

21 A Well, you can smell the smell of beer or
22 something.

DEPOSITION OF SONIA SANTOS
CONDUCTED ON WEDNESDAY, FEBRUARY 4, 2015

27

1 BY MR. KLAPROTH:

2 Q So it is just focus on your specific
3 job, correct?

4 MR. BOTTIGLIERI: Objection.

5 THE WITNESS: Yes.

6 BY MR. KLAPROTH:

7 Q What training have you received as an
8 employee at McDonald's in relation to the
9 McDonald's on M Street?

10 A Excuse me. What did I receive? What?

11 Q Training.

12 A You mean like how to wait on people or
13 just general information?

14 Q How to wait on people.

15 A We have seen videos.

16 Q What were on those videos?

17 A How to wait on the client.

18 Q So that is all that was on those videos?

19 A Yes. To make sure that the customer is
20 comfortable and happy, so they will come back.

21 Q Have you ever seen a video relating to
22 security policies or practices?

DEPOSITION OF SONIA SANTOS
CONDUCTED ON WEDNESDAY, FEBRUARY 4, 2015

28

1 A No, I don't remember seeing that.

2 Q And you never received any book?

3 MR. BOTTIGLIERI: Objection.

4 THE WITNESS: No, I don't remember.

5 BY MR. KLAPROTH:

6 Q And you never received a manual for
7 employees on security practices at McDonald's?

8 A No.

9 MR. KLAPROTH: Let the record reflect
10 I'm showing witness what has been marked as P1.

11 BY MR. KLAPROTH:

12 Q Ms. Santos, can you identify that
13 document?

14 A There's McDonald's. It says something
15 about security, I imagine.

16 Q It's in English, right.

17 A Yes.

18 Q And you don't read English?

19 A No. No.

20 Q Is that the first time you have seen
21 that document prior to just now?

22 A Yes.

1 Q So as a cook if there -- customers are
2 yelling in the restaurant, have you received any
3 training on how to respond to that?

4 MR. BOTTIGLIERI: Objection.

5 THE WITNESS: No.

6 BY MR. KLAPROTH:

7 Q So you have not been trained to
8 intervene?

9 A No.

10 MR. VIOLA: Objection.

11 BY MR. KLAPROTH:

12 Q Or to ask one of the customers to leave?

13 MR. VIOLA: Same objection.

14 THE WITNESS: No, they didn't tell me.

15 BY MR. KLAPROTH:

16 Q If there is a fight in the restaurant,
17 are you required by McDonald's' policies to
18 intervene?

19 A No.

20 Q If there is a fight in the restaurant,
21 are you required by McDonald's' policies to ask
22 one of the customers to leave?

1 A No. Well, they tell us -- they tell
2 us -- well, they tell us that as a cook the only
3 thing we would do is call the police.

4 Q You say "they." Who is that referring
5 to?

6 A The manager.

7 Q Damaris?

8 A Yes, I suppose, because if there is a
9 problem the police would be the ones to see to it.

10 Q I see. So once -- so just to clarify,
11 the policy if there is a fight or a physical
12 altercation in the McDonald's restaurant, the
13 policy is to call the police?

14 MR. BOTTIGLIERI: Objection.

15 THE WITNESS: Well, it never told me
16 anything, actually. But what I have seen is that
17 when something happens the manager calls the
18 police.

19 BY MR. KLAPROTH:

20 Q What does the manager do after he calls
21 the police?

22 MR. BOTTIGLIERI: Objection.

1 THE WITNESS: Wait for the police to get
2 there.

3 BY MR. KLAPROTH:

4 Q While he is waiting, the McDonald's
5 staff will continue to take orders?

6 MR. BOTTIGLIERI: Objection.

7 THE WITNESS: No. When you say a fight,
8 are you talking about, you know, physical or are
9 you talking about someone raising their voice?

10 BY MR. KLAPROTH:

11 Q Physical.

12 A Like hitting each other?

13 Q Yes.

14 A Well, I never seen that.

15 Q If customers are wrestling in line while
16 waiting for their food at the M Street McDonald's
17 restaurant, have you received any training on how
18 to respond to that?

19 MR. BOTTIGLIERI: Objection.

20 MR. VIOLA: Objection.

21 THE WITNESS: No.
22

1 MR. BOTTIGLIERI: Objection.

2 THE WITNESS: Yes.

3 BY MR. KLAPROTH:

4 Q Is there -- if I can direct your
5 attention to the lower right-hand corner. Do you
6 see a date and time on the photograph?

7 A Yes. It is a 1, it's a 121 and it's
8 2011.

9 Q Is there a month and day?

10 A September 2011 -- I mean,
11 September 23rd.

12 Q Does that photograph appear to be a true
13 and accurate representation of the McDonald's
14 restaurant on 19th and M Street on September 23rd,
15 2011, at the time you stated?

16 MR. VIOLA: Objection as to form,
17 foundation.

18 THE WITNESS: I'm sorry. I didn't quite
19 get all of that.

20 BY MR. KLAPROTH:

21 Q Is that a true representation of the
22 restaurant on September 23rd, the restaurant

1 located at M Street?

2 MR. VIOLA: Same objection.

3 THE WITNESS: I don't remember.

4 BY MR. KLAPROTH:

5 Q Can you identify how many individuals
6 are waiting to be served in that photograph?

7 MR. BOTTIGLIERI: Objection.

8 THE WITNESS: You mean if I can count
9 them here?

10 BY MR. KLAPROTH:

11 Q Yes.

12 A Well, this looks like the line here. I
13 would say ten people.

14 Q Can you count all of them?

15 MR. BOTTIGLIERI: Objection.

16 THE WITNESS: Seventeen people.

17 BY MR. KLAPROTH:

18 Q Seventeen people are waiting in line?

19 MR. BOTTIGLIERI: Objection.

20 MR. VIOLA: Objection.

21 BY MR. KLAPROTH:

22 Q Based on your observations as an

1 employee at McDonald's is that a busy night?

2 MR. BOTTIGLIERI: Objection.

3 THE WITNESS: Yes. Because of the
4 number of people and given the number of employees
5 that are there, yes.

6 BY MR. KLAPROTH:

7 Q If there were more employees would
8 customers get served faster?

9 MR. BOTTIGLIERI: Objection.

10 THE WITNESS: Yes.

11 BY MR. KLAPROTH:

12 Q When the line gets long at McDonald's
13 and there is a lot of customers waiting to be
14 served, what is your primary responsibility when
15 you are a cook?

16 MR. BOTTIGLIERI: Objection.

17 THE WITNESS: To put the sandwich
18 together quickly and put it in the bin, so that
19 the cashier can get it and give it to the
20 customer.

21 BY MR. KLAPROTH:

22 Q So it is to prepare as many burgers or

1 THE WITNESS: No.

2 BY MR. KLAPROTH:

3 Q Do you have any knowledge regarding what
4 you just saw on that DVD?

5 A If I knew about what happened?

6 Q Yes.

7 A Yes.

8 Q What happened?

9 A A man hit a woman.

10 Q How did you learn about that?

11 A Because I'm looking at it right now on
12 video.

13 Q Prior to watching the video?

14 A Oh, no, I didn't know that.

15 Q You didn't know about it?

16 A No.

17 Q Did you observe any physical
18 altercations at the McDonald's restaurant at any
19 point since you have been working there? I'm
20 referring to the one on M Street.

21 MR. BOTTIGLIERI: Objection.

22 THE WITNESS: Sometimes, but it is very

1 MR. KLAPROTH: Okay. Let the record
2 reflect I'm now playing the DVD for the two second
3 mark on the DVD.

4 (DVD playing)

5 MR. KLAPROTH: Let the record reflect I
6 stopped the DVD at the 52 second mark on the DVD.

7 BY MR. KLAPROTH:

8 Q Do you see stairs?

9 A Yes.

10 Q Are these the stairs to the second floor
11 at the McDonald's restaurant you identified?

12 A Yes.

13 MR. KLAPROTH: Let the record reflect
14 I'm now playing the video from the 52 second mark.

15 (DVD playing)

16 MR. KLAPROTH: Let the record reflect
17 that the video stopped at the end at the 1 minute
18 44 second mark.

19 BY MR. KLAPROTH:

20 Q Did you personally observe that
21 incident?

22 MR. BOTTIGLIERI: Objection.

EXHIBIT K

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Francisca Lainez

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA
-----x
PAUL D. CASEY, et al)
Plaintiff,)
) Civ. No.
v.) 1:13-cv-1452 (RJL)
JASON WARD, et al)
Defendants.)
-----x

Deposition of FRANCISCA LAINEZ
Washington, D C
Wednesday, February 4, 2015
10:41 a.m.

Job No.: 74628
Pages: 1 - 90
Reported by: Donna Marie Lewis, RPR, CSR

1 observe that it gets busier at a certain time?

2 A Like what?

3 Q So let's say you work the night shift.

4 The bars close in the area. Does it get busier?

5 A Yes, it gets -- more people come in when
6 they get out of the discotheques. They come in to
7 eat.

8 Q So it's busier than usual?

9 MR. BOTTIGLIERI: Objection.

10 THE WITNESS: Yes, more people will come
11 in. When they get out from there they would come
12 in.

13 BY MR. KLAPROTH:

14 Q How do those people appear?

15 A Well, sometimes they just come in and
16 ask for their food and tell us how they want it
17 fixed.

18 Q And at other times?

19 A Well, I would say it is just normal. I
20 have not seen them insult the cashier or anything.

21 Q Do they ever appear intoxicated?

22 MR. BOTTIGLIERI: Objection.

1 A Yes.

2 Q But there is training to put the fire
3 out?

4 A Yes, yes.

5 Q Before you call 911?

6 A Uh-huh, yes. Anything that happens we
7 have got to call. We have to call 911 so the
8 police will get there right away.

9 Q All right. So anything you need to call
10 911?

11 A Yes, anything.

12 Q So if two customers are yelling in the
13 restaurant?

14 A We have got to call 911, right away.

15 Q Once you hear yelling.

16 A Oh, yes.

17 Q And if there is a fight in the
18 restaurant?

19 A Sometimes they get there right away.
20 You see, we get crazy people coming in, and they
21 will start insulting each other or the customers
22 or something or the manager or the cashier. And

1 we have to call.

2 Q How often does that occur, where crazy
3 people come in?

4 A You know crazy people come in and then,
5 well, you know, we will have to call.

6 Q How often?

7 A Well, they will just come in and out.

8 Q How many times a week?

9 A You can't control them.

10 Q You can't control them?

11 A No, you can't.

12 MR. BOTTIGLIERI: Objection.

13 THE WITNESS: The police come and they
14 come again and come.

15 BY MR. KLAPROTH:

16 Q How many times a week does a crazy
17 person come into the restaurant?

18 MR. BOTTIGLIERI: Objection.

19 THE WITNESS: Oh, all the time. I can't
20 tell you how often.

21 BY MR. KLAPROTH:

22 Q Was this also the case before

EXHIBIT L

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Damary Fuentes

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

- - - - - x

PAUL D. CASEY, et al., :

Plaintiffs, : Case No.

v. : 1:13-cv-1452-RJL

JASON WARD, et al., :

Defendants. :

- - - - - X

Deposition of DAMARY ERLINDA FUENTES

Washington, DC

Monday, August 3, 2015

12:51 p.m.

Job No.: 88977

Pages 1 - 60

Reported by: Debra A. Whitehead

1 with the manager, what do you train them on?

2 A Well, you are asking about security? About
3 security?

4 Q For everything.

5 MR. BOTTIGLIERI: Objection. Form.

6 You can answer.

7 A Well, we teach people how to work as a team
8 and what is the best way to achieve the goals that we
9 have and to avoid having any complaints. And as far
10 as security goes, if we see somebody talking, well, we
11 tell them that they can't do that. I mean, like
12 talking loud. Or if they're using bad words or
13 something like that.

14 And then if we see something strange, then
15 we would have to take action, also.

16 Q What type of action?

17 A Well, call the police. Or try to calm the
18 person down, if they won't leave, and call the police.

19 Q So if a customer is talking loud, there's
20 three things that you would train a manager to do.

21 One is to ask them to leave?

22 A Yes.

1 hire a security guard?

2 MR. BOTTIGLIERI: Objection. Form.

3 A No.

4 Q Have you, personally, had a discussion with
5 Kyung Rhee about whether the restaurant should hire a
6 security guard?

7 MR. BOTTIGLIERI: Objection. Form.

8 A No. No.

9 Q What are your current hours that you work
10 as a general manager? Between what time during the
11 day?

12 A From 7:00 to 3:00 or 7:00 to 4:00. And
13 sometimes I close, too.

14 Q Which days of the week do you work?

15 A Well, it depends on what the store needs.

16 Q When you state you close, is that ever on a
17 Thursday, Friday or Saturday night?

18 A Well, if it's necessary, yes.

19 Q So you have worked -- let me just clarify.
20 Have you worked after midnight on a Thursday, Friday,
21 or Saturday?

22 A Yes.

1 yes. Oh, that's it. Oh, nothing else.

2 Q What sort of information do you put on that
3 piece of paper?

4 A How the -- how the incident happened, the
5 name of the person and their address. And that's all.

6 Q And at the restaurant do you still have all
7 those records?

8 MR. BOTTIGLIERI: Objection to form, as to
9 period of time.

10 A Oh, well -- well, we really haven't had
11 accidents, accidents or anything. So we don't have
12 records, because we haven't had accidents.

13 Q I am now going to play a DVD that's marked
14 Plaintiff 3837. And this is a video of the restaurant
15 located at 1916 M Street. And it is in or about
16 August 2009.

17 A Okay.

18 Q I'm playing the video from the beginning.

19 (Video was played.)

20 Q I'll stop playing the video at the end at
21 1:44.

22 MR. BOTTIGLIERI: Can you give us a

1 it was. I don't know what day it was, so I don't
2 remember.

3 Q Do you have knowledge of an assault
4 occurring at the McDonald's restaurant at 1916 M
5 Street on November 10, 2009, where a customer walked
6 up, punched another customer in the right eye?

7 A Well, I don't remember exactly. I don't
8 remember that well. But if something like that
9 happens, we always call the police, and the police
10 have a report.

11 Q So is that the policy, always call the
12 police?

13 MR. BOTTIGLIERI: Objection. Form.
14 Mischaracterizes the witness's testimony, lack of
15 foundation.

16 A Oh, I'm not understanding that.

17 Q When an assault occurs in the restaurant,
18 is it the policy to always call the police for
19 McDonald's employees?

20 A The manager has to report it. And the
21 police take care of the report. And we don't get
22 involved in that. That's the rule.

EXHIBIT M

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Andy Liu

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

- - - - - x

PAUL D. CASEY, et al., :

Plaintiffs, : Case No.

v. : 1:13-cv-1452-RJL

JASON WARD, et al., :

Defendants. :

- - - - - X

Deposition of ANDY LIU

Washington, DC

Monday, August 3, 2015

4:02 p.m.

Job No.: 88977

Pages 1 - 93

Reported by: Debra A. Whitehead

Deposition of Andy Liu
Conducted on August 3, 2015

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1 A Yes.

2 Q First sentence. "Depending on the level of
3 risk, your restaurant may need the additional
4 protection of security services, such as armored cars
5 or security guards."

6 So, now, you testified earlier that your
7 restaurant does have armored cars. Correct?

8 A Uh-huh. Correct.

9 Q But you do not have security guards?

10 A Correct.

11 Q So why armored cars but not security
12 guards?

13 MR. BOTTIGLIERI: Objection to the form of
14 the question.

15 You can answer.

16 A Because it say clearly depending on the
17 level of risk.

18 Q So does the level of risk change for
19 armored cars and security guards?

20 MR. BOTTIGLIERI: Objection. Form.

21 You can answer.

22 A Depending on the level of the risk means if

Deposition of Andy Liu
Conducted on August 3, 2015

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1 there is a crowd control or a lot of gang activity,
2 prostitution, robbery, these things requires to us
3 should be the level of risk that it requires security
4 guard.

5 Q Okay. What do you mean by crowd control?

6 A Like stores close to Verizon Center after
7 game, 100 people suddenly come to McDonald's. So we
8 do need a security guard to do a crowd control.

9 Q What about a McDonald's that's located near
10 several drinking establishments; once the drinking
11 establishments close, does that demand crowd control?

12 MR. BOTTIGLIERI: Objection to form.

13 A To us -- to us, no.

14 Q Why not?

15 MR. BOTTIGLIERI: Objection to form.

16 A Because we never had 100 people come to the
17 store at the same time.

18 Q So is that the magic number, 100?

19 MR. BOTTIGLIERI: Objection.

20 A Not --

21 MR. BOTTIGLIERI: Objection.

22 Argumentative, disrespectful to the witness.

Deposition of Andy Liu
Conducted on August 3, 2015

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1 Q How about 20 customers coming in at once;
2 does that require crowd control?

3 MR. BOTTIGLIERI: Objection to form.

4 You can answer.

5 A To my knowledge, no.

6 Q What about if there's 20 customers that
7 come in at once and they're intoxicated; does that
8 require crowd control?

9 MR. BOTTIGLIERI: Objection. Form.
10 Hypothetical question. The witness hasn't been
11 supplied with all the information necessary to answer
12 that hypothetical.

13 You can answer it. If you can.

14 A Twenty people? From my experience, no.
15 Especially you said intoxicated. Depending if we
16 aware they intoxicated.

17 Q Is there any policy to determine if they
18 are?

19 A No.

20 Q Is the -- if an individual is assigned to
21 the lobby, is that person supposed to look for
22 intoxication?

Deposition of Andy Liu
Conducted on August 3, 2015

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1 with the information necessary to make an informed
2 decision. And it calls for speculation.

3 You can answer, if you can.

4 A I can't answer the question.

5 Q All right. Let me see if I can rephrase
6 it.

7 If crimes have been committed in the
8 restaurant located at 1916 M Street, is that relevant
9 to determine if the level of risk requires a security
10 guard?

11 MR. BOTTIGLIERI: Again, calls for
12 speculation.

13 You can answer it, if you can.

14 A It all depend what kind of crime. What
15 crime?

16 Q Okay. Well, you've identified three;
17 prostitution, robbery and drug dealing.

18 A Correct.

19 Q What about assaults?

20 MR. BOTTIGLIERI: Same objection. I don't
21 understand what the question is. What about assaults
22 what?

Deposition of Andy Liu
Conducted on August 3, 2015

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1 Q Is that relevant to determine the level of
2 risk when determining whether you need to hire a
3 security guard?

4 MR. BOTTIGLIERI: Same objection.

5 A To us, no.

6 Q So it doesn't matter, then, if a -- let me
7 rephrase that.

8 As area supervisor, in determining whether
9 you need to hire a security guard or should hire a
10 security guard, whether customers have been assaulted
11 is not relevant?

12 MR. BOTTIGLIERI: Objection to form.

13 A I didn't say it's not relevant.

14 Q Is it relevant, then?

15 MR. BOTTIGLIERI: Same objection.

16 A It's all depending if the assault
17 constantly happens. Yes, it is relevant. If it
18 happens once a year, once every five years. To me,
19 no.

20 Q So to you what constitutes constantly?

21 A Every day.

22 MR. BOTTIGLIERI: Objection.

Deposition of Andy Liu
Conducted on August 3, 2015

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1 Q So if an assault occurs every day, then you
2 would hire a security guard?

3 MR. BOTTIGLIERI: Objection. Again, calls
4 for speculation. It's a hypothetical he couldn't
5 possibly answer.

6 A I would certainly to bring this out to
7 Mr. Rhee and have him to make decision on that.

8 Q What about once a month?

9 MR. BOTTIGLIERI: Same objection.

10 A To me, no.

11 Q So that's acceptable?

12 MR. BOTTIGLIERI: Objection.
13 Mischaracterizes the witness's testimony.

14 Q One assault per month is acceptable without
15 having to hire a security guard?

16 MR. BOTTIGLIERI: Same objection.

17 A Again, I would bring this up to Mr. Rhee.
18 He will be the proper person to make the determination
19 whether to hire or not.

20 Q But at one assault a month, you would bring
21 that to the attention of Mr. Rhee?

22 MR. BOTTIGLIERI: Objection. Hypothetical

Deposition of Andy Liu
Conducted on August 3, 2015

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1 security system, which is indicated on the front of
2 this incident-based report, that it was captured by a
3 security system, would this be the type of incident
4 that would be required to be reported to you?

5 MR. BOTTIGLIERI: Objection. Form of the
6 question. Asked and answered.

7 A Not necessary, since just -- if anybody
8 aware there was an argument.

9 Q Okay. I'm going to hand you what's been
10 marked as Rhee Exhibit 11.

11 (Rhee Exhibit 11, previously marked,
12 attached to the transcript.)

13 Q For the record, this is Bates-stamped
14 Plaintiff 004675 through Plaintiff 004683.

15 I'm representing to you that this is an
16 affidavit signed by Jose Martinez, who was a manager
17 at the McDonald's restaurant located at 1916 M Street
18 in September 2011.

19 If I can point your attention to Paragraph
20 7 on Plaintiff 004677. And it states, "I was working
21 as the manager on the night of September 2011 when one
22 of the McDonald's customers was murdered as a result

Deposition of Andy Liu
Conducted on August 3, 2015

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1 of a fight. I observed the beginning of the fight.
2 It started with yelling and screaming in the front of
3 the restaurant. I did see the three bad guys, but I
4 don't recall what they were wearing. The yelling was
5 medium loud. Every person in the restaurant could
6 hear it. It was clear from the yelling that there was
7 going to be a physical fight."

8 At that time what should a shift manager --
9 what is their responsibility pursuant to the
10 McDonald's security policy?

11 MR. BOTTIGLIERI: I just want to place an
12 objection on the record to the witness being
13 questioned about this affidavit, which is a hearsay
14 statement. And we have no idea whether this is the
15 witness's words or counsel's words or somebody else's
16 words. Or the accuracy of it that he is asking him to
17 accept.

18 I also object to the form of the question
19 in terms of, "at that time." I'm not sure what time
20 counsel is referring to.

21 All that being said, you can answer, if you
22 understand it.

Deposition of Andy Liu
Conducted on August 3, 2015

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1 A I can't.

2 Q Well, to clarify what time, at the time it
3 was clear from the yelling there was going to be a
4 physical fight.

5 MR. BOTTIGLIERI: I'll also object to the
6 extent that this witness could predict whether or not
7 there was going to be a physical fight.

8 Q Well, based on that information, what is a
9 shift manager required to do pursuant to the security
10 policy?

11 A If that's really the fact, that he was
12 saying clearly there was going to be a fight, I
13 believe he should have called the police. What I
14 understand, he didn't call -- try to call the police.

15 Q Okay. If I can direct your attention to
16 Paragraph 12. It's on Page Bates Stamp Plaintiff
17 4679.

18 "As the manager of McDonald's, I'm aware of
19 fights and violent attacks that occurred in McDonald's
20 restaurant prior to the killing of the customer
21 Patrick Casey in September of 2011. Although the
22 killing of the customer in September 2011 is the first

EXHIBIT N

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Kyung Rhee

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

- - - - - x

PAUL D. CASEY, et al., :

Plaintiffs, : Case No.

v. : 1:13-cv-1452-RJL

JASON WARD, et al., :

Defendants. :

- - - - - X

Videotaped Deposition of KYUNG RHEE

Washington, DC

Monday, August 3, 2015

9:37 a.m.

Job No.: 88977

Pages 1 - 130

Reported by: Debra A. Whitehead

1 of.

2 A No.

3 Q Okay. And, now, is this document -- it's
4 the safety and security manual, July 2011. Does this
5 apply to your restaurant?

6 A Yes, we do.

7 Q So you have adopted this policy?

8 MR. BOTTIGLIERI: Objection. Form of the
9 question. Mischaracterizes his testimony. Lack of
10 foundation.

11 A I'm not quite understand, I'm sorry.

12 Q Is this -- is this the safety and security
13 policy for your restaurant located at 1916 M Street?

14 A Yes.

15 Q If I can have you turn to McD 21. It's in
16 the lower right-hand corner.

17 A Twenty-one? This one?

18 MR. BOTTIGLIERI: Yes.

19 A Okay.

20 Q On the top, it's -- the section states
21 Restaurant Security Priority.

22 Do you see that?

1 A You want to see -- yeah, yeah. I mean, why
2 I cannot explain to you, you know, exactly what it is.

3 Q You can't explain what the security
4 procedures are?

5 A Oh --

6 MR. BOTTIGLIERI: Objection.

7 A I can.

8 MR. BOTTIGLIERI: That's not what he said.

9 Q Well, please explain.

10 MR. BOTTIGLIERI: Mischaracterizes his
11 testimony.

12 Q Please explain.

13 MR. BOTTIGLIERI: Why don't you -- why
14 don't you just explain the security procedures in the
15 restaurant, Mr. Rhee. To the extent you can.

16 A What situation, what -- what are in a
17 circumstance. You are talking about the overall or --
18 I don't know what you ask for.

19 Q Okay. So let's say if there's a fight, a
20 physical altercation in the restaurant. What are the
21 security procedures?

22 A If a fight, we ask them to leave the store.

1 Q And when you say "we"?

2 A Shift manager in the store. Shift manager
3 ask to leave in the store.

4 Q So that's the manager's responsibility?

5 A Right.

6 Q Okay. And what about crew members? Are
7 crew members responsible for that, or is that the only
8 the responsibility of the manager?

9 A Response -- it's shift manager.

10 Q Okay. And what about if customers are
11 yelling in the restaurant?

12 A We ask -- well, yelling, so we ask them
13 calm down. Or, you know, too much yelling, we ask
14 them leave store.

15 Q What about if customers are wrestling in
16 the restaurant?

17 MR. BOTTIGLIERI: Objection to form of the
18 question.

19 A I don't know that -- that --

20 MR. BOTTIGLIERI: Hold on.

21 Objection to the form of the question.

22 Lack of foundation. Assumes facts not in evidence.

1 You can answer.

2 A I don't know. I never had that experience.
3 If it is, you know, really happening, we can, you
4 know, call the police. The wrestling, right? What do
5 you mean the wrestling?

6 Q Yeah, the wrestling.

7 A Yeah.

8 Q So call the police?

9 A Sure.

10 Q And, now, as the owner/operator, have you
11 instructed the managers on those policies?

12 MR. BOTTIGLIERI: You mean him, personally,
13 or have they been trained in that regard?

14 MR. KLAPROTH: Him personally.

15 MR. BOTTIGLIERI: Objection to the form of
16 the question. Lack of foundation.

17 A Yes. It's a procedure from me to the
18 store, yes.

19 Q Okay. And how often do you do that?

20 A By myself?

21 Q Yes.

22 A It's ongoing thing, you know, training. We

1 video recording system."

2 Have you ever had a 16-camera digital video
3 recording system in your store at 1916 M Street?

4 A I don't think so.

5 Q What are the hours for your store at 1916 M
6 Street?

7 A At that time or --

8 Q Yeah. In September 2011.

9 A Yeah. Twenty-four hour.

10 Q It's 24 hours on which days of the week?

11 A Thursday, Friday, Saturday.

12 Q So this box here that states, "Caution,"
13 you did not follow that policy as to how many cameras
14 you should have when you're open 24 hours?

15 A No.

16 MR. BOTTIGLIERI: Objection to the form of
17 the question.

18 A That --

19 MR. BOTTIGLIERI: Objection to the form of
20 the question. Counsel keeps instituting the word
21 "policy," which is his word, not the document's word
22 or the witness's word.

1 So I don't know how many times. I cannot tell you
2 that.

3 Q What do you mean by "circumstances"?

4 A How seriously, how often. You know, we
5 have to look at them. Because I didn't have that
6 situation, so I didn't even think about it.

7 A few times happening through the year, and
8 so ...

9 Q And I'm just trying to understand. Because
10 when you state, We didn't have that situation, you're
11 meaning you didn't have fights in your restaurant, so
12 that's why you didn't have to make that decision?

13 MR. BOTTIGLIERI: Objection to the form of
14 the question. Mischaracterizes the witness's
15 testimony, vague and misleading.

16 You can answer it.

17 A Repeat again, one more time again.

18 Q Are you testifying when you say --

19 MR. KLAPROTH: Could you repeat the
20 question.

21 (The reporter read the question as follows:

22 "QUESTION: And I'm just trying to

1 MR. BOTTIGLIERI: Okay --

2 Q So my question is, does that mean, are you
3 testifying when not that much has happened, that there
4 hasn't been fights in your restaurant?

5 MR. BOTTIGLIERI: He never said that.
6 You're mischaracterizing his testimony, and you're
7 putting words in his mouth.

8 MR. KLAPROTH: Then he can clarify his
9 testimony.

10 MR. BOTTIGLIERI: It's already been asked
11 and answered.

12 MR. KLAPROTH: He said not that much has
13 happened.

14 Q I want you to clarify what "that much"
15 means, what it's referring to.

16 MR. BOTTIGLIERI: That's a ridiculous
17 question. Objection. Vague, mischaracterizing, lack
18 of foundation.

19 If you understand it, you can answer it.

20 A I don't know. I didn't think about it.

21 Q Didn't think about what?

22 A How many times happening, when it, you

1 prior to seeing the DVD?

2 A No.

3 Q So Mr. Liu never reported this incident to
4 you?

5 A No.

6 Q Having knowledge of this incident, does
7 that impact your decision to have a security guard --

8 A I don't remember --

9 Q -- in your restaurant?

10 A I don't remember this happen.

11 Q Now having knowledge of --

12 A I see that now, yes.

13 Q And does that impact your decision to have
14 a security guard in your restaurant?

15 A According to this, when I watching, it's
16 manager call the police, then this take care of that.
17 Because they are -- was in the store. I see the one
18 guy is, you know, punch the lady. After that they
19 just go out.

20 Q Because they went outside, it doesn't
21 impact your decision to have a security guard?

22 A No. It just -- no.

1 MR. BOTTIGLIERI: Objection to the
2 question. Mischaracterizes the witness's testimony.
3 It's misleading, vague.

4 Go ahead.

5 A Because we don't consider the outside,
6 that's what I'm saying.

7 Q So although the female was struck inside
8 the restaurant, it doesn't concern McDonald's or you
9 because they went outside?

10 A No. It is a concern. But they already
11 out. What we can do after -- you know, outside
12 something going on? So only, you know, we concerned
13 about we're not going to the public area, that's what
14 I meant.

15 Q Was there an investigation that you're
16 aware of after that incident?

17 A No, I don't remember that.

18 Q If there had been an investigation, would
19 it be helpful so you could make a decision to prevent
20 situations like that from occurring?

21 A Maybe.

22 MR. BOTTIGLIERI: Objection. Objection to

1 A Manager, shift manager. I think, yeah.

2 Q And do you know who the manager was that
3 night?

4 A What?

5 Q Do you know who it was that night?

6 A Jose.

7 Q And did he tell you that he called the
8 police?

9 A He didn't tell me. My supervisor told me.

10 Q Can you please turn to Exhibit 11.

11 A Yes.

12 Q And please turn to Plaintiff 004677?

13 A Yes.

14 Q Paragraph Number 7. And, for the record,
15 this is the affidavit of Jose Martinez, the shift
16 manager who is working on September 23rd, 2011.

17 Paragraph 7 states, "I was working as the
18 manager on the night in September 2011 when one of the
19 McDonald's customers was murdered as a result of a
20 fight. I observed the beginning of the fight. It
21 started with yelling and screaming in the front of the
22 restaurant. I did see three bad guys, but I don't

1 recall what they were wearing. The yelling was medium
2 loud. Every person in the restaurant could hear it.
3 It was clear from the yelling that there was going to
4 be a physical fight."

5 So my question to you is, at that time,
6 what was the manager's responsibility pursuant to the
7 security practices and measures at your McDonald's
8 restaurant at 1916 M Street?

9 MR. BOTTIGLIERI: Objection to the form of
10 the question. Same objection as to using this
11 affidavit.

12 A Manager supposed to ask leave. If they
13 don't leave, call the police.

14 Q Okay. Mr. Rhee, what was your gross
15 revenue for the restaurant located at 1916 M Street in
16 2011?

17 MR. BOTTIGLIERI: Objection. Irrelevant.
18 Not reasonably calculated to lead to the discovery of
19 admissible evidence.

20 Don't answer the question.

21 A I --

22 MR. BOTTIGLIERI: Don't answer the

1 MR. BOTTIGLIERI: Objection to form.

2 A We don't have that.

3 Q Mr. Rhee, why is -- during September 2011,
4 why was your restaurant located at 1916 M Street open
5 24 hours on Thursday, Friday, and Saturday?

6 A I think we been doing that long time. I
7 don't know why that times specially 2009. I think we
8 open it before that long time ago. Before I take over
9 that store, I think they did it, too. I'm not sure.
10 I don't remember.

11 Q But you as the owner/operator, that's
12 your -- that's your -- that's your policy, when the
13 store operates.

14 Why do you have it operate 24 hours on
15 Thursday, Friday, and Saturday?

16 A Extra customer coming into the store,
17 that's why you open.

18 Q So more customers come in on Thursday,
19 Friday, and Saturday at night?

20 A Yeah.

21 Q And is that because there's a lot of bars
22 in the neighborhood?

1 A I guess so.

2 MR. BOTTIGLIERI: Objection to the form.
3 Calls for speculation.

4 Q Do you ever visit that restaurant, 1916 M
5 Street, during the night shift after midnight on a
6 Thursday, Friday, or Saturday?

7 A Maybe once a year. I mean, you know, few
8 minute stop by, but I don't remember when is the last
9 time. But I don't stop by there at nighttime.

10 Q You don't stop by?

11 A No.

12 Q So do you know what occurs in your
13 restaurant after midnight?

14 A Yes.

15 Q After --

16 A Of course.

17 MR. BOTTIGLIERI: Objection to form.

18 A Manager and supervisor, you know, report to
19 me whatever.

20 Q And they always report to you?

21 MR. BOTTIGLIERI: Objection to the form.

22 A Not always. Yeah, when they need it.

EXHIBIT O

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Johnny Webb

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

-----x

PAUL D. CASEY, et al., :

Plaintiffs, : Civil Action No.

-v- : 1:13-cv-1452 (RJL)

JASON WARD, et al., :

Defendants. :

-----x

Deposition of McDONALD'S CORPORATION, by and through

its designated representative JOHNNY WEBB

Washington, DC

Thursday, July 23, 2015

2 p.m.

Job No.: 88320

Pages: 1 - 129

Reported by: Keith G. Shreckengast, RPR

1 A Yes.

2 Q And who is the head person in charge of a
3 zone?

4 A We have a zone president. And then there's
5 a -- you know, there's -- the regions have general
6 managers.

7 Q So the main person in the region --

8 A A general manager.

9 Q -- is the general manager?

10 A Which is separate from the term general
11 manager in the restaurant.

12 Q Okay.

13 A They're general manager of the region.

14 Q What's that general manager's responsibility
15 for their region?

16 A To work with franchisees, and corporate
17 owned restaurants, along the lines of serving their
18 needs as it relates to the business. Helping them
19 providing training, recommendations, and things.

20 Q Is it important that that general manager
21 for the region ensures uniformity of McDonald's
22 policies?

1 A ORAs.

2 Q What does that stand for?

3 A ROAs, I'm sorry. ROAs. I don't know what
4 the acronym -- we've got acronyms everywhere in
5 McDonald's.

6 Q Okay.

7 A Probably regional association meetings.

8 MR. BOTTIGLIERI: You said ROAs.

9 A Yeah, ROAs.

10 MR. BOTTIGLIERI: Association starts with an
11 A.

12 Q So those meetings aren't mandatory for
13 franchise owned restaurants?

14 A No.

15 Q They can elect to go to them?

16 A They do, yes.

17 Q Just to take a step back, we got a little
18 carried away, I want to talk a little bit about the
19 loss run system. That's only mandatory for corporate
20 owned restaurants, correct?

21 A Right.

22 Q Franchise owned restaurants, can they call

1 MR. BOTTIGLIERI: Yes.

2 A Pretty big. It goes from North Carolina, as
3 far north as Delaware, and into Pennsylvania, around
4 Pennsylvania, into West Virginia, circling back into
5 Virginia. Kind of like a mid Atlantic area.

6 Q So as far north as Pennsylvania, as far
7 south as North Carolina?

8 A Yes.

9 Q What are your responsibilities as regional
10 security manager?

11 A To support our McDonald's and our corporate
12 owned restaurants in security related incidents,
13 training, coaching, etc.

14 Q What about franchise owned restaurants, do
15 you have any responsibility to them?

16 A In the form of consultation, if they elect
17 to -- they recognize us as a resource for them to
18 consult with. And we provide that consultation, when
19 asked.

20 Q Is that the only relationship with franchise
21 owned restaurants for the regional security manager,
22 consultation?

1 document that was produced by your counsel on behalf
2 of --

3 A It's a broad question. I just wanted to
4 make sure you didn't insert something that I was
5 unaware of.

6 Q No, I wouldn't do that.

7 A No, I didn't say you did.

8 Q So U.S. Operations and Training manual only
9 pertains to corporate owned restaurants?

10 A Right.

11 Q If you could turn to McD21. It states in
12 the top section, Restaurant Security Priority, Security
13 is the number one priority in your restaurant. Do you
14 agree with that statement as McDonald's security
15 policy?

16 A Yes.

17 Q And that only pertains to corporate owned?

18 A This document?

19 Q That statement?

20 MR. BOTTIGLIERI: Objection, form.

21 A I think -- ask it again, I'm sorry.

22 Q Does that statement of McDonald's security

1 MR. BOTTIGLIERI: Before you go into this,
2 can we take a quick break?

3 MR. KLAPROTH: All right, that's fine.

4 (There was a recess in the proceedings from
5 3:29 p.m. to 3:34 p.m.)

6 BY MR. KLAPROTH:

7 Q You've been handed what's been marked as
8 Exhibit 3. And for the record, it's Plaintiff 4675
9 through Plaintiff 4683. And I'm going to represent to
10 you that this is an affidavit prepared by the shift
11 manager, or the manager who was working on the night
12 that Patrick Casey was killed in the restaurant at 1916
13 M Street. So if you could look at page, at the bottom,
14 4677.

15 A Okay.

16 Q Paragraph 7, I was working as the manager on
17 the night in September 2011 when one of the McDonald's
18 customers was murdered as a result of a fight. I
19 observed the beginning of the fight. It started with
20 yelling and screaming in the front of the restaurant.
21 I did see the three bad guys, but I don't recall what
22 they were wearing. The yelling was medium loud. Every

1 person in the restaurant could hear it. It was clear
2 from the yelling that there was going to be a physical
3 fight.

4 So based on what you just told me about
5 McDonald's corporate security policy, what should a
6 manager do in that situation?

7 MR. BOTTIGLIERI: Objection to form. Also
8 object to the point that this is a hypothetical
9 question. And the witness does not have all of the
10 relevant facts. You can answer, if you can.

11 A Okay. So I'm going to answer based on what
12 this was saying.

13 Q Uh-huh.

14 A I'm reading it, too, before I answer. Okay?

15 Q Please. Take your time.

16 A Okay. So your question is?

17 Q Based on that circumstance, McDonald's
18 corporate policy, what's the correct action that
19 employee should take?

20 MR. BOTTIGLIERI: Object. Same objection.

21 A Again, the employee you stated is a manager?

22 Q Uh-huh.

1 A Would have made an assessment of whether or
2 not this is severe enough that warrants either him,
3 if -- it's assuming it's disrupting to business --

4 Q Uh-huh.

5 A To either ask them to quiet down, or try to
6 diffuse the situation. Or this person, you know, I
7 can't speak for them, they may have felt that it was
8 not a situation that they wanted to -- that it
9 warranted that.

10 Q Uh-huh.

11 A Or if it did warrant, as they do deem that
12 it's disruptive, and they feel unsafe to confront
13 those -- they could call the police.

14 Q Okay. So when you say diffuse the
15 situation, how would someone do that, like if a person
16 went to the McDonald's security policy.

17 MR. BOTTIGLIERI: Objection to form. Lack
18 of foundation.

19 A So again, I'm answering this statement here,
20 it's reached medium loud. Every person in the
21 restaurant can hear it. It was clear yelling was going
22 to be physical fight. Again, I would answer the same

1 speak to exactly what you're referring to.

2 Q Sure. So it's McD23.

3 A Okay.

4 Q And it's that middle paragraph, middle
5 paragraph, Private Security Services. And what I was
6 referencing is that first sentence, depending on the
7 level of risk, your restaurant may need the additional
8 protection of security services, such as armored cars
9 or security guards.

10 And correct me if I'm wrong, but you
11 testified earlier that some of the factors that would
12 go into determine that level of risk would be the
13 neighborhood, right?

14 A Yes, we said that.

15 Q If there was prior crimes committed in the
16 restaurant, right?

17 A That could be relevant. I don't know if I
18 said that before, but --

19 Q Then we went off on this tangent when we
20 started talking about if a restaurant was open 24
21 hours.

22 A A tangent?

1 MR. BOTTIGLIERI: Objection, form.

2 A I have inquiries from time to time from
3 franchisees asking for recommendations, typically on
4 who to use.

5 Q Have you ever performed a consultation for a
6 franchise owner operator in Washington, DC where your
7 specific recommendation was to hire a security guard?

8 MR. BOTTIGLIERI: Objection to form.

9 A Yes, we've had situations such as crowd
10 control and things like that, where labor protest
11 demonstrations, where the operator would inquire about
12 onsite security. And we would make a recommendation.

13 Q Has Kyung Rhee ever made an inquiry to
14 McDonald's Corporation or to you as the regional
15 security manager regarding security?

16 MR. BOTTIGLIERI: Objection to form.

17 A Not to me.

18 Q Have you had any communication with Kyung
19 Rhee regarding security in his restaurants?

20 A No.

21 MR. BOTTIGLIERI: Objection to form.

22 Q How about any employee from one of Kyung

1 claim center at 800-323-5650. Is that the number for
2 the loss run?

3 A Yes.

4 MR. KLAPROTH: Can we take a short break?

5 MR. BOTTIGLIERI: Sure.

6 (There was a recess in the proceedings from
7 4:08 p.m. to 4:18 p.m.)

8 BY MR. KLAPROTH:

9 Q So as the regional security manager, when
10 did you first learn about the incident involving
11 Patrick Casey?

12 A Three days ago. Specifics. I mean --

13 Q The loss run report relating to the incident
14 involving Patrick Casey, who filed it, or who called?

15 MR. BOTTIGLIERI: Objection to form, lack of
16 foundation.

17 A I don't know.

18 Q Do you know when it was called in, or filed?

19 A Not specifically.

20 (There was a discussion off the record.).

21 MR. BOTTIGLIERI: Can we have a minute,
22 please.

1 You haven't identified what incidents you're talking
2 about. You haven't identified who was involved. You
3 haven't identified the other messages that may have
4 been going back and forth. It's completely out of
5 context and inappropriate.

6 MR. KLAPROTH: Well, that's why I'm asking a
7 McDonald's corporate designee about a statement that
8 McDonald's Corporation made, so I can understand.
9 Because I don't know.

10 Q So to answer my question, do you know what
11 this is referring to, this message?

12 MR. BOTTIGLIERI: Same objections.

13 A No.

14 Q Turn to plaintiff 5060. The date on this
15 message is 12:29 p.m., April 23rd, 2011. The message
16 states, There's no room for violence under the Golden
17 Arches, and our thoughts are with the victim. Action
18 has been taken. My question is, do you know what that
19 means, action has been taken?

20 A No.

21 MR. BOTTIGLIERI: Same objection. Do you
22 want me to repeat them all?

1 Q Do you know the ratio in the Baltimore
2 Washington Region, the ratio of corporate owned
3 restaurants and franchise owned restaurants?

4 A Not to the penny, but I have an idea, pretty
5 close.

6 Q Okay. Can you --

7 A So we have around 105 corporate owned
8 stores. And possibly close to 600 franchisees just in
9 the BWR region.

10 Q So from McDonald's Corporation's
11 perspective, there's 105, approximately, corporate
12 owned restaurants that have defined security policies.

13 A In the BWR region?

14 Q In the BWR region, that's correct.

15 A Yes.

16 MR. BOTTIGLIERI: Object to form.

17 Q And then there's 600 --

18 A Close to 600.

19 Q Approximately. I won't hold you to that.

20 A Yeah.

21 Q But about 600 franchise owned restaurants,
22 that for McDonald's corporate standpoint, perspective,

EXHIBIT P

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Vivian Warfield

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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:
PAUL D. CASEY, et al., :
:
Plaintiffs, :
:
vs. : Case No.
: 1:13-cv-1452-RJL
:
JASON WARD, et al., :
:
Defendants. :
:
- - - - -x

Deposition of MCDONALD'S CORPORATION
By and through its Corporate Designee,
VIVIAN WARFIELD
and in her Individual Capacity
State of Maryland
Monday, August 24, 2015
2:05 p.m.

Job No. 90883
Pages 1 - 70
Reported by: Paula J. Eastes

1 Q Yes.

2 A No.

3 Q As part of the franchise relationship
4 between McDonald's Corporation and a franchise owned
5 restaurant is there any assessment on the safety and
6 security of the restaurant?

7 A There are a few questions when we do what
8 we call an F.O.R., which is a Full Operations Review,
9 that relate to safety of the restaurant.

10 Q And when is that Full Operations Review
11 performed? At the beginning of the Franchise
12 Agreement or periodically?

13 A It is one time in a 18-month cycle and the
14 cycles start over. Now they start over every year.
15 Then they used to start over every 18 months.

16 Q I am just trying to understand. So it used
17 to be 18 months, every 18 months there would be this
18 review, and now it is 12 months at the beginning of
19 the year?

20 A Yes.

21 MR. BOTTIGLIERI: Objection to form.

22 THE WITNESS: I'm sorry. Pardon.

1 wasn't a point system that I remember because, like I
2 said, this process was a few years ago from what we
3 are doing now.

4 BY MR. KLAPROTH:

5 Q And just to clarify, I think you misspoke.
6 You said the score only pertained to quality, safety
7 and cleanliness. Did you mean quality, service and
8 cleanliness?

9 A Yes. I'm sorry. Yes.

10 Q If a franchise owned business failed the
11 safety and security review as part of the Full
12 Operations Review were there any consequences?

13 A I don't remember for the F.O.R. if that
14 would be the case.

15 Q As required by the Franchise Agreement is
16 there any enforcement mechanism, so to speak, to make
17 sure a McDonald's franchise owned restaurant is
18 complying with the McDonald's System?

19 A I don't recall it being in the Franchise
20 Agreement, but if an operator has multiple failed
21 visits they can go into what we call a viper (sic)
22 process that they could be not eligible for growth.

1 inappropriate.

2 MR. KLAPROTH: It is not inappropriate.

3 MR. BOTTIGLIERI: Yes. It is.

4 MR. KLAPROTH: If I am mischaracterizing it
5 in any way then she can say no. The answer to that
6 would be no.

7 MR. BOTTIGLIERI: Well, my objection is on
8 the record.

9 Ask your next question.

10 MR. KLAPROTH: Are you instructing her not
11 to answer that question?

12 MR. BOTTIGLIERI: No. She can answer to
13 the extent that she can.

14 THE WITNESS: I'm sorry. Can you ask it
15 again?

16 BY MR. KLAPROTH:

17 Q There is a total of 700 questions, correct?

18 A Approximately.

19 Q Approximately 700 questions. Three of
20 those 700 relate to security and safety, correct?

21 A Three that I can remember. There may or
22 may not have been more. I said I remembered those

1 mandated and which ones are just recommendations?

2 A I don't know. I don't believe so.

3 Q Does McDonald's Corporation provide any
4 guidance as to franchise owners which policies are
5 mandatory and which are recommended?

6 A I don't know.

7 Q How is a franchise owner if a franchise
8 owner wants to ensure that it is fully compliant with
9 this Franchise Agreement how is a franchise owner able
10 to know which policies are mandatory and which are
11 recommended?

12 A I believe in the wording of the O and T
13 Manual it will say whether or not it is a procedure or
14 if it is a recommendation. But I don't know where it
15 states that in here.

16 Q Okay.

17 I am just going to hand you what has been
18 previously marked J. Webb Exhibit 2. And you can take
19 your time to look at it, but I can tell you my
20 question and then take as much time as you need.

21 My only question is the document that is
22 marked as J. Webb Exhibit 2 is that one of the

1 procedures in place other than the F.O.R. to maintain
2 a close personal working relationship with McDonald's
3 in a franchise?

4 A We also conduct what we call S.O.R., which
5 are Short Operation Reviews, and we just do what we
6 call coffee stops. We stop by whenever we care to if
7 we have a reason or no reason. Sometimes announced.
8 Sometimes unannounced.

9 Q And what is the purpose of the S.O.R.?

10 A It is a shorter version. It is the Short
11 Operations Review, a condensed version of the F.O.R.

12 Q Is there a scoring system for the S.O.R.?

13 A Yes.

14 Q And do you recall if there is any questions
15 on the S.O.R. that relate to safety and security?

16 A I don't recall that.

17 Q And is there a mandatory minimum as to when
18 the S.O.R. must be performed or is it just at random?

19 A It was one F.O.R. per 18-month cycle and
20 two S.O.R. That was the standard. It did not
21 necessarily mean that it had to happen. If it got
22 near the end of the cycle and you ran out of time for

1 A No. It would not. I don't even believe we
2 had the Brand Trust Boards back then.

3 Q And you are referring to 2011?

4 A Yes. 2011.

5 Q September 2011?

6 A Yes. They are fairly new.

7 Q If I can turn your attention to Exhibit 2
8 and it is part of the Business Facilities Lease and I
9 am looking at McD 73.

10 Actually let me correct that. McD 56.
11 My apologies.

12 I am looking at the very first section. It
13 is a recital under Operator's Lease. It states:

14 "This lease shall be considered effective
15 the same date as the Franchise Agreement dated May 22,
16 1995, to which it is attached (the Franchise
17 Agreement). The term Landlord, when used in this
18 Lease, shall refer to McDonald's Corporation and the
19 term Tenant, when used in this Lease, shall refer to
20 the undersigned Tenant."

21 My question is at the date of this lease
22 1995 was McDonald's Corporation the property owner for

1 the restaurant located at 1916 M Street, Northwest,
2 Washington, D.C.?

3 A Yes. I believe so.

4 Q Do you know in September 2011 if McDonald's
5 Corporation was the property owner of the restaurant
6 located at 1916 M Street?

7 A Sorry. I don't understand. Say the
8 question again please.

9 Q Do you know if McDonald's Corporation was
10 still the property owner of the McDonald's restaurant
11 located at 1916 M Street, Northwest, Washington, D.C.?

12 A I believe so.

13 MR. KLAPROTH: Let's just take a short
14 break and go off the record. I just want to take a
15 look at my notes. I think that is all I have for you
16 though.

17 THE WITNESS: Okay.

18 (Recess.)

19 MR. KLAPROTH: Back on.

20 BY MR. KLAPROTH:

21 Q Are the F.O.R.s ever performed after
22 midnight if a restaurant is open 24 hours?

1 MR. BOTTIGLIERI: Objection to the form. I
2 will object to the scope and relevance.

3 You can answer.

4 THE WITNESS: The F.O.R.s at the time were
5 done on two or three meal periods. And when we talk
6 about meal periods we are talking peaks, breakfast,
7 lunch or dinner being the meal periods.

8 So when you say after midnight that could
9 be 5:00 a.m., 6:00 a.m., yes. We try to go when it is
10 the peak of that particular meal period, being
11 breakfast, lunch or dinner.

12 BY MR. KLAPROTH:

13 Q How about between midnight and 4:00 a.m.?

14 MR. BOTTIGLIERI: Same objection.

15 THE WITNESS: It could be done. I have
16 never done one at that time.

17 BY MR. KLAPROTH:

18 Q Is that the same for S.O.R.s as well?

19 MR. BOTTIGLIERI: Same objection.

20 THE WITNESS: Yes.

21 The F.O.R.s and the S.O.R.s are done when
22 the restaurant is the busiest. So if a restaurant

EXHIBIT Q

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Hector Garrido (Corporate Designee
for 14 St and Verizon Center McDonalds)

1 UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

2 CIVIL DIVISION

3 - - - - -x
4 PAUL D. CASEY, et al., :
5 Plaintiffs, :
6 v. : Case No. 1:13-cv-1452
7 JASON WARD, et al. :
8 Defendants. :
9 - - - - -x
Washington, D.C.

10 Friday, May 29, 2015

11 Deposition of HECTOR GARRIDO, Witness, called for
12 examination by counsel for the Defendant, at the Offices of
13 Bonner Kiernan Trebach & Crociata, LLP, Northwest, Suite
14 800, Washington, DC, before Diana L. Cox, CCR, a
15 stenographic reporter and notary public in and for the
16 District of Columbia, commencing at 1:20 p.m., when were
17 present on behalf of the respective parties:

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1 operations or the supervisor?

2 A It's a discussion between the manager and the
3 director of operations, based on the areas and needs
4 and hour and time frames.

5 Q So you said based on the location, is that
6 right, or based on the areas?

7 A The areas.

8 Q What do you mean by that?

9 A Areas. When we got here in 2003 or '04 and
10 we start operations in Washington, D.C., we have some
11 issue in Verizon Center area, was not very nice, and
12 14th and U was one of the challenges, areas, so we had
13 several meetings with McDonald's and D.C. Police
14 Department in that time frame and the recommendation
15 was to put some securities to clear -- to keep safe the
16 area and make sure nothing happen in the store. So the
17 decision was, we need to put security officer in area.

18 We're talking about 2003 or '04.
19 There was a lot of drug dealing going on on 14th and
20 U and Verizon was not -- I think was under
21 construction, all the buildings in that area, so it
22 was rough, rough area, neighborhoods. So in order

1 to have a safe environment for the customers, the
2 decision was to get some security.

3 Q So you stated before someone made a
4 recommendation after you met with the police. Who made
5 that recommendation?

6 A When we transition as an owner/operator,
7 McDonald's -- some McDonald's representative give you
8 that transition. So based on the area, they
9 recommended to put some security. So we went with that
10 recommendation.

11 Q McDonald's Corporation made the
12 recommendation?

13 A That transition from the consultant, he
14 doesn't necessarily speak for McDonald's Corporation.
15 The consultant is person that is in charge of
16 overseeing the operation.

17 Q Who does the consultant work for?

18 A They work for McDonald's Corp.

19 Q So McDonald's Corporation sends in a
20 consultant who evaluates the area?

21 A Not the area. They evaluate the system as
22 the whole restaurant, and then based on how the

1 system -- they go through the evaluation process. If
2 we're not performing right, that's their job to help us
3 perform to standard.

4 Q So, specifically, what does the consultant do
5 regarding the decision to have security?

6 A He just give a recommendation. The area is
7 rough, lot of drug dealing going on, prostitution. So
8 to keep a safe environment and keep it safe, it was a
9 recommendation. In that time frame also, major family
10 was around and there was a lot of cleaning going on, so
11 a lot of business in that area were invited to see what
12 we can do to help out.

13 Q So there's a discussion with neighboring
14 businesses?

15 A Yes. Also, and Verizon and 14th and U.

16 Q So that factored into the decision to hire
17 security?

18 A Yes.

19 Q And was the consultant organizing all this?

20 A No. That's our decision, franchisee
21 decision.

22 Q So that was after the consultant made the

1 A Yeah.

2 Q -- at the time of closing? I see. And do
3 employees receive any training at MCI Golden Foods, LLC
4 and the U Street location on if there's a fight in the
5 restaurant?

6 A That's procedure, something happens in the
7 restaurant, the first thing is safety comes first. So
8 don't get involved and they call the police.

9 Q And what about in the restaurants where there
10 are security guards?

11 A When they security guards, main reason why we
12 hire security guards is just to keep everybody safe.
13 So if something happens inside the restaurant, they are
14 the ones who control the situation.

15 Q What are the responsibilities of the security
16 guards in, let's say, MCI Golden Foods, at the Verizon
17 Center location?

18 A Uh-huh. The functions they have to develop?

19 Q Yeah.

20 A Basically just keep a safe environment. So
21 if you, as a customer, go to a restaurant, you can feel
22 safe. And if something happens, for whatever reason,

1 they are the ones that can control the situation.

2 Q How do they control the situation?

3 A Depends on the situation. Have any -- that
4 store would never, with exception of kids screaming,
5 they come, they approach, they tell them, Please calm
6 down. This is family environment. If you not
7 purchasing or just having a discussion or loud, I need
8 them to leave the restaurant, and pretty much escort
9 them out.

10 Q So if they are yelling --

11 A They would approach them, because sometimes
12 there's a lot of kids come in and eat in the store and
13 they just want to be loud so we try to keep it lower,
14 so we just approach them and say, Would you please keep
15 it a little bit lower volume.

16 Q And when you say kids, do you mean teenagers?

17 A Teenagers.

18 Q Young adults?

19 A Young adults, yes. And then if they need to
20 escort them, they need to escort them to a door, and
21 then that's where the function finish.

22 Q Okay. And now how about if there was a

1 physical fight, what would the security guard do?

2 A If there is a case with a physical fight,
3 they will separate them and they will take them out of
4 the restaurant and escort them the same way out of the
5 restaurant, and then they don't have authorization out
6 of the doors.

7 Q Okay.

8 A So D.C. must be called in. I'm assuming
9 that.

10 Q Okay. But it's a concern to make sure that
11 everyone else is safe in the restaurant?

12 A In the restaurant, yes. Outside of the
13 restaurant, they are not even going outside.

14 Q Okay. But they would remove --

15 A From the inside, yes.

16 Q Okay. And that's because there's no fighting
17 allowed in McDonald's Restaurants?

18 A Yeah. Shouldn't be any fighting inside our
19 restaurant.

20 Q And no yelling allowed?

21 A It's not that it's not allowed. If you're a
22 customer -- if there's a group of people that come with

1 families -- it's a very family oriented restaurant,
2 that particular restaurant, so a lot of tourism coming
3 in. So they have to move real fast, because it's a
4 small, very small space. And if you have kids sitting
5 down, having fun, or enjoying themselves, a lot of
6 chairs and tables are taken, so we need to keep the
7 rotation. So yelling, keep it to a level where
8 customer not bothered by it. So that's pretty much
9 what we look for.

10 Q And that's the security guard's
11 responsibility, to observe the lobby?

12 A To observe, yes. There's a lot of small
13 stuff. A lot of people come in with a cup and want to
14 steal the sodas. And he's there, you know, You can't
15 do that. And check the bathrooms sometimes. People
16 get in the bathrooms and stays there for ever, so he is
17 aware of that. And just walking around the restaurant,
18 keeping an eye.

19 Q So that's one of his responsibilities,
20 keeping an eye on the restaurant?

21 A Yes.

22 Q How about 14th Street? Is there anything

1 in and around that area. But it's more -- the thing is
2 we never had an issue in that store. Same thing.
3 Something happen, there's a lot of yelling coming in.
4 People happy, calming down, and take them out of the
5 restaurant, back in the street. So it's a lot of D.C.
6 police officers in that area also.

7 Q I see.

8 A Night shift.

9 Q You mentioned a lot of clubs in the area.
10 Why does that matter?

11 A No. Because police -- the volume of people
12 that come to a restaurant once they close, a lot of
13 people walk in.

14 Q Once the clubs close?

15 A Once they close, all those customers come
16 into our restaurant. So the store's a very small store
17 so they need to keep it moving also at Verizon Center.

18 Q Okay. It gets a little rowdy once the clubs
19 close?

20 A I would say more rowdy than anything else.
21 Just people want to have fun and come in happy, so it's
22 not a big deal. It's a lot of security on the night

1 Q That's because the neighborhood has improved?

2 A Yes.

3 Q Why is it so important to have a security
4 guard between 11:00 p.m. and 4:00 a.m. on the weekend?

5 A In that particular location, the flow of the
6 people coming in, I cannot have a manager pulled out
7 and move the flow, because I'm already stuck with the
8 needs. So I have my security guard taking care of the
9 flow, keeping it under control. And then if it's
10 raining, like I said, I don't need it. And if any
11 other condition I need less hours.

12 Q But during those hours and support and
13 control the flow because the clubs get out?

14 A As soon as they close the clubs, the flow
15 comes in the restaurant, so it's a very small store.

16 Q And there's a greater need to have a security
17 guard during that time?

18 A I would say for the volume, yes.

19 Q And because the patrons are, on average,
20 intoxicated?

21 A Most likely.

22 Q Security guards at the location, at 14th and

1 Q And you made that decision that that's a cost
2 to ensure the safety of your customers; is that
3 correct?

4 A That is correct.

5 Q And just to clarify, from 2003, when you
6 first opened the restaurant on 14th Street and U, until
7 the present, there has been no altercations in that --
8 physical altercations in that restaurant, other than
9 the mob that was outside, correct?

10 A That wasn't there at 14th and U, the mob.

11 Q That was on 7th Street?

12 A That was on 7th Street.

13 Q So on 14th and U, there's been no --

14 A I don't recall anything on 14th and U.

15 Q And you've had a security guard in that
16 entire time period?

17 A Yes, same two stores.

18 Q Verizon Center, located on 7th Street, since
19 2003, when it first opened until the present, do you
20 have knowledge of any physical altercations that have
21 occurred in that restaurant, other than the mob that
22 occurred outside?

1 A I don't recall physical. Physical meaning
2 fighting?

3 Q Yeah.

4 A I know loudness with the police or security
5 officer had to take him out, but --

6 Q But never a fight?

7 A I don't recall fighting inside.

8 Q So the security guard always takes them out
9 before a fight ever occurred?

10 A 2003? I don't recall any fighting.

11 Q Okay. You've had a security guard during
12 that entire time, correct?

13 A Yes.

14 Q Since director of operations, do you believe
15 that all the costs for security that you've spent on
16 the 14th Street location, Verizon Center, has been
17 justified since there's been no fights in either
18 location?

19 MR. PIVOR: Objection to the form and
20 foundation.

21 THE WITNESS: I have to answer?

22 MR. PIVOR: You can answer it if you know.

EXHIBIT R

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Abasiakan Ekpenyong

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

PAUL D. CASEY, et al.,)
Plaintiffs,) Case No.
vs.) 1:13-cv-1452
JASON WARD, et al.,)
Defendants.)

Deposition of ABASIAKAN EKPENYONG

Rockville, Maryland

Wednesday, September 2, 2015

1:56 p.m.

Job No: 91380

Pages: 1 - 138

Reported by: Timothy R. Yancey, Notary Public

1 Q. Okay. So you're saying you went there
2 maybe in that 2009 time frame once a month?

3 A. About that much, yes.

4 Q. And would anyone usually go with you?

5 A. Sometimes I would have a friend or two
6 with me. Sometimes it would just be me.

7 Q. What friends would go with you sometimes?

8 A. I have a lot of friends, so it varies. I
9 have hundreds of friends, and, literally, it could
10 have been a hundred different people -- or not a
11 hundred people -- but it could have been anybody.

12 Q. Okay. So you don't remember who it was
13 specifically?

14 A. One of those nights, I do remember. I
15 remember it was Jeffrey Boone, and a guy who I only
16 know by the name of Demillo, and a friend,
17 Adolfo Carreo, and a couple of their associates.
18 Sometimes people that went with me, I didn't know
19 them personally or they were just patrons at the
20 club.

21 Q. And that one particular night that you're
22 referring to was the only night you remember who

1 Q. Do you remember anything else from that?

2 A. Going back to that, like I said, I know
3 they were pushing and shoving. I remember it
4 was -- they were slipping on the floor. I remember
5 the floor, the area where they were fighting, I
6 remember it was slippery, and I don't know if it
7 was because of them putting water on the floor or
8 if there was water on the floor because it was near
9 the restroom. I do remember that. I remember
10 because, in the video that's there, I could
11 remember that fight and where that area where --

12 Q. You didn't videotape that one?

13 A. No, I did not videotape this second fight.

14 Q. Okay. But just so we're clear, in
15 Paragraph 8 of your affidavit, Exhibit 3, you
16 referred to two fights. This is the first of the
17 two; is that fair?

18 A. Yeah, yeah. First, yes.

19 Q. Okay. Now, did you call the police that
20 evening?

21 A. I don't recall.

22 Q. Do you know if anybody else called the

1 with that girl.

2 Q. How do you know all of that?

3 A. Because I was there, and I witnessed it,
4 and I know that -- I know the girl was trying to
5 keep the guy -- the guy that she seemed to be
6 romantically involved with -- away from the other
7 guy.

8 Q. Did you hear them talking?

9 A. I heard a lot of screaming, shouting from
10 the girl, and the guys were -- I remember they were
11 both saying -- cursing at each other. I remember
12 that.

13 Q. Okay. What did they say to make you think
14 that they were romantically involved?

15 A. Well, I assumed that they were
16 romantically involved because the girl was trying
17 to -- was holding one of the guys away from the
18 other guy, and it seemed like -- her actions seemed
19 like they were romantically involved, like it was
20 her boyfriend or something.

21 Q. Okay.

22 A. I don't know if it was her boyfriend or

1 A. I know the guy, the person -- and this is
2 why I assumed that she was romantically involved
3 with one of the guys -- because the other guy left
4 from the restaurant.

5 Q. Okay. I'm not sure why that means they
6 were romantically involved, but we'll move on.

7 MR. KLAPROTH: Objection. Argumentative.

8 Q. We'll move on. Do you remember anything
9 else from that fight?

10 A. I mean, I don't remember exactly how they
11 looked, but --

12 Q. Were they Black, were they white, were
13 they Asian?

14 A. No. They were both Black, I think.

15 Q. You're not sure?

16 A. Well, they were fairer-skinned, so I can't
17 tell these days. It's a lot of interracial kids
18 now. So I don't know exactly what race they were,
19 but they seemed --

20 Q. What was the physical contact that you
21 witnessed?

22 A. Oh. I mean, again, there was pushing and

1 shoving and swinging at each other.

2 Q. Okay. Did you call the police?

3 A. I don't recall.

4 Q. Do you know if anybody else called the
5 police?

6 A. I don't recall.

7 Q. Did you stay in the restaurant after you
8 witnessed the fight?

9 A. After that third one, I don't recall.

10 Q. Did you stay in the restaurant after you
11 witnessed the fight, the second one that you
12 referenced in your affidavit?

13 A. I don't recall.

14 Q. Paragraph 9?

15 A. Well, did I stay in the restaurant?

16 Q. Yes. After the fight, did you stay in the
17 restaurant?

18 A. I don't recall.

19 Q. Okay. And in the August 2009 fight that
20 you and your friends recording that we just watched
21 the video of, did you stay in the restaurant after
22 that physical altercation?

1 this video occurred in a McDonald's Restaurant; is
2 that correct?

3 A. That's correct.

4 Q. And where is that McDonald's Restaurant
5 located?

6 A. It's on M Street across the street from
7 Ozio's. I think it's 1913 M Street.

8 Q. 1916 M street?

9 A. Yes.

10 Q. In Dupont Circle?

11 A. Yes.

12 Q. And the incident depicted in that video
13 you testified was August 2009; is that correct?

14 A. That's correct.

15 Q. Okay. And what does the video depict?

16 MR. BOTTIGLIERI: Objection. The video
17 speaks for itself. Go ahead.

18 A. It depicts man maliciously choke-slamming
19 woman to the ground while the McDonald's employees
20 were looking right at them. No Security
21 whatsoever. No police whatsoever. And people were
22 leaving the restaurant. Some of them looked like

1 they were leaving in fear of what just happened.

2 And, you know, it clearly shows that there had been
3 a fight, a pretty big brawl there because there was
4 stuff all over, debris all on the floor.

5 After the guy chokes the woman, he left
6 the restaurant, as well as the lady that he
7 choke/slammed.

8 MR. BOTTIGLIERI: Objection. Move to
9 strike the answer. Speculation. Presumption.

10 A. That's what I saw.

11 Q. And you observed what was depicted in that
12 video?

13 A. I observed it, yes. I observed that. I
14 observed the man choke/slamming the woman. Look.
15 I see right here.

16 Q. And that video is a true and accurate
17 depiction of what you observed that night?

18 A. Yes, it is.

19 Q. And prior to what you described as a
20 choke/slam, was there an altercation occurring
21 prior to that?

22 A. Yes, there was.

1 MR. BOTTIGLIERI: Objection. Leading.

2 A. I recalled it as an altercation occurring
3 prior to that. That's why they started recording
4 the video -- I started recording the video, and I
5 came from that area, too, as you saw. It's clearly
6 depicted in the video because I was right in front
7 of there when it was happening. When the man
8 walked around the corner before he exited the
9 McDonald's, he took it -- I believe it was his
10 right hand, and placed it around the woman's neck,
11 and threw her to the ground.

12 Q. And how long prior to throwing the woman
13 to the ground was the altercation occurring?

14 A. Maybe a couple of minutes. I don't recall
15 exactly how long, but I would say a couple of
16 minutes. Maybe a little bit longer.

17 Q. And you were shown a second video by
18 Mr. Bottiglieri occurring after this incident; is
19 that correct?

20 A. That's correct.

21 Q. Do you recall what the title of that video
22 was on YouTube?

EXHIBIT S

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

Deposition of Lance Foster

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

-----x
PAUL D. CASEY, et al. :
Plaintiffs, :
-v- : Case No.: 1:13-cv-1452 (RJL)
JASON WARD, et al. :
Defendants. :
-----x

Videotaped Deposition of LANCE FOSTER
Tampa, Florida
Thursday, January 7, 2016
9:39 a.m.

Job No.: 100616
Pages: 1 - 204
Reported by: Amanda L. Daniel-Ennis, Court Reporter

115

1 Q. And specifically, what would you expect the 12:12:03
2 manager to do? 12:12:06

3 A. Under? 12:12:07

4 Q. Your scenario. You just said that you would 12:12:10
5 expect the manager to take action, so what is it you 12:12:14
6 would expect the manager to do? 12:12:17

7 A. Again, paying attention to the environment, and 12:12:19
8 if he sees a circumstance where he feels there is a 12:12:21
9 problem, and particularly if that problem is a potential 12:12:25
10 for violence, then I would expect him to speak with the 12:12:29
11 people, ask them to stop whatever they're doing. If 12:12:34
12 they refuse or threaten him or anyone else, ask them to 12:12:37
13 leave, and if that doesn't work, call the police. 12:12:42

14 Q. And isn't that exactly what Mr. Liu in his 12:12:45
15 deposition testified that that is their policy? Did you 12:12:52
16 read Mr. Liu's deposition? 12:12:57

17 A. Yes. 12:12:59

18 Q. And did he not testify that managers are 12:12:59
19 supposed to approach the individual that's taking any 12:13:05
20 offensive action, ask them to leave, and if they refuse 12:13:10
21 to leave, to call the police? 12:13:15

22 A. That is what he said, and I believe he also 12:13:16

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1	went on to say that that actually was not done.	12:13:19
2	Q. When?	12:13:25
3	A. I'm sorry?	12:13:26
4	Q. He said that wasn't done when?	12:13:27
5	A. In this case.	12:13:29
6	Q. Well, Mr. Liu wasn't there that evening.	12:13:30
7	A. Correct.	12:13:34
8	Q. I'm not sure what -- do you have a deposition	12:13:34
9	cite to that statement?	12:13:40
10	A. No.	12:13:42
11	Q. I'm not sure exactly what you're referring to,	12:13:43
12	but that's fine, I understand. Your opinion is an	12:13:48
13	appropriate reaction by McDonald's manager in the	12:13:55
14	instance that you gave would be to approach the	12:14:00
15	individuals, ask them to leave. If they refuse, call	12:14:04
16	the police. Fair?	12:14:08
17	A. Yes.	12:14:10
18	Q. Now, in the last sentence of that paragraph, it	12:14:11
19	says: "In addition, the surveillance camera system did	12:14:24
20	not appear to be properly functioning on September 22,	12:14:28
21	2011."	12:14:32
22	You don't believe that had any effect on what	12:14:32

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1 happened to Mr. Casey on that evening, correct? 12:14:37

2 A. No, I don't, because the restaurant is so small 12:14:40
3 that everyone could see what was going on. You really 12:14:43
4 don't need surveillance cameras to show you an area 12:14:48
5 where you could otherwise observe. And we know from 12:14:51
6 testimony that the employees, including the manager, did 12:14:54
7 observe this behavior. So the answer to your question 12:14:58
8 is, no, I'm not saying that the cameras would have had 12:15:04
9 any effect on this action. 12:15:07

10 Q. And in fact, the camera that depicts Mr. Casey 12:15:08
11 with Mr. Ward and Mr. Giblin and Mr. Ruark and 12:15:23
12 Mr. Lindsey and Claire Jun was working, correct? You 12:15:27
13 viewed the video, correct? 12:15:33

14 A. Some cameras were working. I think there was 12:15:34
15 at least one that was not. 12:15:39

16 Q. Okay. And would you agree that video cameras 12:15:40
17 are or can be a deterrent to crime? 12:15:44

18 A. Studies have shown they are a very low 12:15:48
19 deterrent, if the assailant is even aware of them. 12:15:53

20 Q. So if someone -- the idea is if someone sees a 12:15:57
21 security camera, they may be less likely to commit a 12:16:03
22 crime if it's in front of the camera? 12:16:07

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1	within a minute, so he would have been there before	12:19:10
2	Mr. Casey even reached the other table, correct?	12:19:14
3	Q. Well, what I said was from the time that	12:19:17
4	Patrick Casey got up, walked over to the table, and then	12:19:22
5	they all left the restaurant was about 73 seconds. I	12:19:28
6	didn't say it was 73 seconds from the time that he got	12:19:32
7	up to the time he went over to their table. That's only	12:19:35
8	a mere couple seconds. It's about 73 seconds from when	12:19:39
9	Mr. Casey stood up and walked over to their table and	12:19:44
10	then they all exited the restaurant.	12:19:48
11	Let me ask you this: If a security guard	12:19:48
12	walked over to Mr. Casey and his companions and Mr. Ward	12:19:52
13	and his companions as they were exiting the restaurant,	12:19:59
14	wouldn't he or she just let them leave?	12:20:06
15	MR. KLAPROTH: Objection. Mischaracterization	12:20:06
16	of the evidence.	12:20:10
17	A. I can't answer that.	12:20:10
18	Q. Well, what is it that the security guard should	12:20:12
19	have done in your opinion?	12:20:14
20	A. Well, first when the group was very loud and	12:20:15
21	causing a disturbance, there should have been someone,	12:20:20
22	the manager, security guard, someone to interact with	12:20:26

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1	them and try to stop that behavior before it got out of	12:20:30
2	hand. Since that wasn't done, it did get out of hand.	12:20:34
3	But if you're asking about specifically when Mr. Casey	12:20:38
4	approached the table and then they walked outside, then	12:20:42
5	you made reference to a guard getting there within 60	12:20:45
6	seconds, what that tells me is that he would have been	12:20:49
7	there before they actually got outside, and --	12:20:52
8	Q. And done what?	12:20:55
9	A. And possibly could have stopped the incident.	12:20:56
10	And my point is that -- and I think to be fair to you	12:21:00
11	and everyone, we should distinguish between the typical	12:21:06
12	security guard and what McDonald's Corporation	12:21:12
13	recommends, which is an off-duty police officer, and	12:21:14
14	there's a big difference. And I agree with what	12:21:17
15	McDonald's says in their recommendations to their	12:21:21
16	franchises, that stores should try to use off-duty	12:21:25
17	police officers.	12:21:29
18	So to answer your question, if a police officer	12:21:30
19	sees that there is going to be, in his opinion, a	12:21:33
20	problem, it's his job to try to stop that. And if he	12:21:35
21	was doing his job, then he probably would have stopped	12:21:38
22	that.	12:21:42

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1 Q. But you've already testified that just because 14:15:40
2 patrons are intoxicated doesn't increase the 14:15:44
3 foreseeability of violent crime? 14:15:47

4 A. I said that it was one factor to consider. 14:15:49
5 That alone doesn't make it foreseeable. 14:15:53

6 Q. Okay. So any establishment that has those 14:15:55
7 factors shouldn't just hire a security guard, they 14:15:57
8 should hire an off-duty police officer, is that your 14:16:01
9 opinion? 14:16:03

10 A. If it's something very similar to the risk 14:16:03
11 factors here, then yes, I would say that's true. 14:16:06

12 Q. So then in any restaurants across the United 14:16:09
13 States or all throughout Washington, D.C., anybody that 14:16:11
14 has those risk factors ought to be hiring off-duty 14:16:15
15 police officers? 14:16:19

16 A. I think so if they've had that problem. In my 14:16:19
17 experience, very few businesses, including restaurants, 14:16:25
18 have had that level of crime or the increased risk 14:16:28
19 factors. 14:16:32

20 Q. Well, you don't know what the level of crime 14:16:32
21 necessarily is throughout Washington, D.C., do you? 14:16:35

22 A. No, I am just telling you what my experience 14:16:37

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1 MR. BOTTIGLIERI: I have no further questions. 14:22:21

2 Thank you. 14:22:24

3 MR. KLAPROTH: I just have one question. 14:22:25

4 CROSS-EXAMINATION 14:22:25

5 BY MR. KLAPROTH: 14:22:27

6 Q. Mr. Foster, if I can direct your attention to 14:22:27

7 Exhibit 3, page 9, fourth full paragraph. 14:22:32

8 A. Okay. 14:22:51

9 Q. The first sentence in that paragraph states: 14:22:52

10 "The security guard stationed in Rhee's McDonald's would 14:22:55

11 have served as a deterrent." 14:22:58

12 My question is: Based on your experience and 14:23:00

13 expertise as a security expert, how does a security 14:23:03

14 guard serve as a deterrent? 14:23:08

15 MR. BOTTIGLIERI: Objection. Calls for 14:23:11

16 speculation. 14:23:13

17 A. Primarily by their presence. They might be in 14:23:14

18 uniform and they should be seen. And again, depending 14:23:20

19 on the layout of the property, to move around and make 14:23:26

20 sure everyone is aware that they're there. 14:23:30

21 MR. KLAPROTH: I don't have anything further. 14:23:36

22 MR. BOTTIGLIERI: One follow-up. Or I have 14:23:37

EXHIBIT T

to

**PLAINTIFFS' CONSOLIDATED OPPOSITION TO DEFENDANTS KYUNG RHEE
AND MCDONALDS CORPORATION'S MOTIONS FOR SUMMARY JUDGMENT**

MPD Interview of Jeri Metcalf

INTERVIEW OF JERI LYNN METCALF

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TRANSCRIPT OF VIDEOTAPED INTERVIEW OF
JERI LYNN METCALF CONDUCTED BY DETECTIVE CARTER
ADAMS AND DETECTIVE ROBERT ARRINGTON OF THE
METROPOLITAN POLICE DEPARTMENT

EVIDENT LLC
844-EVIDENT
goevident.com



INTERVIEW OF JERI LYNN METCALF

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1 MS. METCALF: Being an idiot and not
2 knowing what had happened, because we really
3 didn't think that he knew what happened.

4 DETECTIVE ADAMS: Uh-huh.

5 MS. METCALF: And -- and from what I
6 could hear from Nick's side of the conversation,
7 it didn't sound like he knew what happened.

8 DETECTIVE ADAMS: Right.

9 MS. METCALF: He just thought it was
10 another drunken scuffle.

11 DETECTIVE ADAMS: Uh-huh.

12 MS. METCALF: And mind you, it's not
13 his first drunken scuffle.

14 DETECTIVE ADAMS: Uh-huh.

15 DETECTIVE ARRINGTON: He being Jason's
16 drunken scuffle?

17 MS. METCALF: Yes.

18 DETECTIVE ARRINGTON: All right.

19 MS. METCALF: He's very manly when
20 he's drinking.

21 DETECTIVE ADAMS: Right. Have you
22 seen him since?

INTERVIEW OF JERI LYNN METCALF

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1 know, you can trigger him and he just -- he's
2 full of himself.

3 DETECTIVE ARRINGTON: Okay. You --

4 MS. METCALF: I don't know how else to
5 put it.

6 DETECTIVE ARRINGTON: Yeah, you
7 mentioned a little earlier that -- that this is
8 not his first drunken scuffle.

9 MS. METCALF: Yeah.

10 DETECTIVE ARRINGTON: Have you seen
11 him involved in physical altercations before?

12 MS. METCALF: I've never seen him
13 involved in a physical altercation. One night
14 probably a year ago he left the club went to
15 another bar, came back and he had been in a
16 fight and he had blood on his shirt, a busted up
17 lip, and I was like, what is wrong with you?
18 Why -- why would you ruin your own night?

19 DETECTIVE ARRINGTON: Right.

20 MS. METCALF: You know -- I mean, he
21 had a girl with him and I just -- I don't get
22 it.