

IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA

KEVIN MARES,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	CIVIL ACTION
	)	FILE NO.
	)	
SHOTCLOCK, LLC, QUALITY	)	
CONTROL MUSIC, LLC, CANNON	)	
EXECUTIVE PROTECTION	)	
AGENCY, LLC, TACTICAL ELITE	)	
PROTECTION SERVICES, LLC and	)	
BRISTOL CONSULTING GROUP, INC.	)	
	)	
Defendants.	)	

**COMPLAINT**

COMES NOW Plaintiff in the above-styled action and hereby files his Complaint as follows:

1.

Defendant Shotclock, LLC, (hereinafter “Defendant(s)” or “Shotclock”) is a limited liability company duly registered to transact business in Georgia. Service may be made upon Defendant Shotclock, LLC’s registered agent Cyrus Ra, 479 11th Street, Brooklyn, New York 11215.

2.

Defendant Shotclock has been properly served with process in this action.

3.

Jurisdiction and venue are proper as to Defendant Shotclock.

4.

Defendant Quality Control Music, LLC (hereinafter “Defendant(s)” or “Quality Control”) is a Georgia limited liability company duly registered to transact business in Georgia. Service may be made upon Defendant Quality Control Music, LLC’s registered agent Cogency Global Inc., 900 Old Roswell Lakes Parkway, Suite 310, Roswell, Georgia, 30076.

5.

Defendant Quality Control has been properly served with process in this action.

6.

Jurisdiction and venue are proper as to Defendant Quality Control.

7.

Defendant Cannon Executive Protection Agency, LLC (hereinafter “Defendant(s)” or “Cannon Executive”) is a Georgia limited liability company duly registered to transact business in Georgia. Service may be made upon Defendant Cannon Executive Protection Agency, LLC’s registered agent Unica Hodge, 313 Dargan Place SW, Atlanta, Georgia 30310.

8.

Defendant Cannon Executive has been properly served with process in this action.

9.

Jurisdiction and venue are proper as to Defendant Cannon Executive.

10.

Defendant Tactical Elite Protection Services, LLC (hereinafter “Defendant(s)” or “Tactical Elite”) is a Georgia limited liability company duly registered to transact business in Georgia. Service may be made upon Defendant Tactical Elite Protection Services, LLC’s registered agent Courtney Ivy, 1220 Norwalk Trace, Lawrenceville, Georgia 30043.

11.

Defendant Tactical Elite has been properly served with process in this action.

12.

Jurisdiction and venue are proper as to Defendant Tactical Elite.

13.

Defendant Bristol Consulting Group, Inc. (hereinafter “Defendant(s)” or “Bristol Consulting”) is a Georgia corporation authorized to transact business in Georgia and is subject to the jurisdiction and venue of this Court. Service may be made upon Defendant Bristol Consulting Group, Inc.’s registered agent Donnie Hyder, 2385 Godby Road, Atlanta, Georgia 30349.

14.

Defendant Bristol Consulting has been properly served with process in this action.

15.

Jurisdiction and venue are proper as to Defendant Bristol Consulting.

16.

On May 14, 2024, Defendants Shotclock and Quality Control were producing and managing a hip-hop music video for artist Dominique Jones a/k/a Lil’ Baby, a Grammy Award winning artist with multiple top selling albums and international recognitions, to include an MTV Video Music Award, BET awards, and Apple Music Awards, among other such awards. Defendant Quality Control is a reputable entertainment company responsible for the management, label services and video production for various well known artists. Defendants Shotclock and Quality Control were vested with securing an appropriate location, as well as advanced and appropriate security not only for Lil’ Baby, but the entire production, including but

not limited to Plaintiff.

17.

As part of the critical element of vetting, obtaining, supervising and entrusting the security responsibilities, Defendants Shotclock and Quality Control agreed verbally and in writing to hire well trained, capitalized and insured professional security, which they negligently failed to do. As part of the security responsibility, Defendants agreed to not allow subcontracting without specific approval, also which Defendants negligently failed to enforce and perform.

18.

Defendants Shotclock and Quality Control negligently agreed to hire Defendant Cannon Executive for security, who in turn then negligently subcontracted and transferred the security responsibilities to Defendant Tactical Elite without proper, written or even verbal approval as required. Neither Defendant Cannon Executive nor Defendant Tactical Elite maintained adequate training, staffing and/or insurance and capitalization to cover potential liabilities as contemplated by Shotclock and Quality Control. Indeed, all Defendants agreed to maintain adequate liability insurance and negligently failed to do so.

19.

At all times herein, Defendant Bristol Consulting owned, operated, controlled and/or managed the property where the video shoot and incident took place at 2179 Verbena Street, Atlanta, Georgia 30314, which consists of a shopping plaza as well as a common parking area (“the premises”). Defendant Bristol Consulting’s agent(s) was also present during the video shoot.

20.

At all times, all Defendants were in control, occupied and managed the premises and music video production located at 2179 Verbena Street, Atlanta, Georgia 30314 for the purposes of filming the music video, and at all times mentioned herein all Defendants were supposed to actively manage the premises and security requirements. Defendants negligently handled the pre-production planning as well as the onsite needs and responsibilities, which such negligence led to the catastrophic injuries of Plaintiff Kevin Mares.

21.

On May 14, 2024, and at all relevant times, Defendant Cannon Executive voluntarily undertook for pay to provide security services at the Quality Control music video shoot and negligently subcontracted with Defendant Tactical Elite to provide security to the premises. Plaintiff was an intended beneficiary of said services. Defendants Cannon Executive and Tactical Elite, as well as all other Defendants, negligently failed to exercise reasonable care in the performance, training and staffing of the specific and security services required for an international recording artist production, and Plaintiff suffered harm in reliance on Defendants. Finally, the Artist in no way contributed, caused or was responsible for or to the security considerations, as in those details are and were routinely handled by Quality Control and Shotclock and their production decisions.

22.

On May 14, 2024, Plaintiff Kevin Mares was Defendants' invitee working on the aforementioned Lil Baby music video shoot that occurred at 2179 Verbena Street, Atlanta, Georgia 30314. During the shoot, at approximately 4:47 p.m., two unknown parties began exchanging gunfire between each other, and Plaintiff Keven Mares was struck in the neck by a

bullet, causing severe and permanent injuries and significant pain and suffering.

23.

At all relevant times and under the circumstances then existing, Plaintiff Kevin Mares exercised ordinary care and diligence and was a completely innocent victim free of any contribution to his injuries.

24.

Prior to and on May 14, 2024, Defendants negligently maintained, inspected, secured, patrolled, and managed the premises at issue. Defendants had actual and constructive knowledge of the need to properly maintain, secure, inspect, patrol, and manage the premises, especially given the unique security considerations and international success of Lil Baby, but failed to exercise ordinary care to do so, thereby creating an unreasonable risk of injury to invitees, including Kevin Mares.

25.

Defendants breached their duty owed to Plaintiff by failing to exercise ordinary care to keep the premises safe.

26.

Defendants knew or should have known that a significant number of violent crimes were committed in the surrounding area of the video shoot, as well as specific security needs for such a music video and the attention a well-known artist will attract and require, but negligently failed to protect invitees like Kevin Mares from the risks of violent crime.

27.

Defendants had actual and/or constructive knowledge of the dangerous and hazardous conditions existing on the premises through the knowledge of their employees and agents and

due to the prior criminal activity and dangers associated with the property and surrounding high-crime area. Said prior criminal activity was negligently permitted to exist and remain on the premises.

28.

Because Defendants knew or should have known about the long history of violent criminal activity at the shopping center and in the surrounding high-crime area, as well as the unique needs for this video production, the subject shooting was foreseeable to Defendants. Thus, Defendants owed a duty to invitees like Kevin Mares to exercise ordinary care in keeping the premises and approaches safe from criminal activity, and negligently breached that duty.

29.

Defendants knew of, or in the exercise of ordinary care, should have known of the dangerous and hazardous conditions existing on the premises and that the failure to maintain, inspect, secure, patrol and manage the premises and that said conditions were likely to result in criminal attacks like the subject incident.

30.

Defendants had actual and/or constructive knowledge of criminal activity at the subject premises and in the high crime area in which it was located prior to the shooting of Kevin Mares, but negligently failed to warn Kevin Mares.

31.

Defendants had actual and/or constructive knowledge of criminal activity existing on the premises and in the surrounding area prior to the attack on Kevin Mares. Said criminal activity was negligently permitted to exist and remain at said premises.

32.

At all times mentioned herein, Defendants controlled the management of the property and had the legal duty to keep the premises in a state consistent with the due regard for the safety of their invitees, including Kevin Mares. Defendants breached said duty and failed to act as similarly situated businesses would in like circumstances.

33.

Defendants negligently failed to maintain adequate security devices and personnel to permit proper use of the property, thereby causing an unreasonable risk of injury to invitees, including Kevin Mares. Defendants' negligence includes their failure to provide any security personnel at the property at the time of the subject shooting.

34.

Defendants were and are *negligent per se*.

35.

Defendants negligently failed to maintain a policy, procedure or system of investigating, reporting, and warning of the aforementioned criminal activity and negligently maintained the subject property.

36.

Defendants failed to take appropriate action to remedy or reduce the danger to their invitees, including Plaintiff Kevin Mares, and allowed the dangerous environment on the subject property to worsen and continue to exist unabated, thereby creating a nuisance.

37.

Because Defendants had knowledge of, or in the exercise of reasonable care should have had knowledge of the dangerous environment of said property, Defendants are liable for the



negligent supervision, hiring, training, and retention of their employees and the entrustment of said property to their agents and employees. Said negligence was the proximate cause of the damages and injuries to Plaintiff.

38.

Defendants negligently represented to their invitees that the property at issue was properly maintained and that the premises were safe.

39.

The Defendants were negligent and said negligence proximately caused Kevin Mares's injuries in the following ways, to wit:

- a) Negligently violating O.C.G.A § 51-3-1 by failing to use ordinary care to keep the premises safe;
- b) Negligently violating O.C.G.A. § 41-1-1 by creating and maintaining a nuisance;
- c) Negligently failing to provide adequate security personnel at the time of the subject shooting;
- d) Negligently failing to properly inspect and maintain the premises;
- e) Negligently failing to properly train and supervise their employees regarding the maintenance and safety of said premises;
- f) Negligently failing to properly retain, hire, train, and supervise said employees;
- g) Negligently failing to ensure business policies, systems, and security were adequately followed and implemented;
- h) Negligently failing to act to prevent loitering and trespassing;
- i) Negligently failing to act to remove loiterers and trespassers;
- j) Negligently failing to inspect, patrol or appropriately monitor the property;

- k) Negligently failing to employ other available security measures, personnel, and devices;
- l) Negligently failing to remediate a history of crime at the subject property;
- m) Negligently failing to warn invitees of known hazards at the property;
- n) Negligently failing to supervise and enforce their own contracts regarding security, as well as adequate training, staffing, capitalization and insurance;
- o) Breach of contract, for which Plaintiff was an intended and foreseeable beneficiary;
- p) Negligently misrepresenting to invitees that the property was safe; and
- q) All other acts to negligence to be proven at trial.

40.

Defendants are liable for the assault, battery, and shooting of Kevin Mares. Said crimes were committed without necessity, privilege, or consent.

41.

Defendants negligently failed to provide adequate security protection, security personnel, or a proper outside security presence on the property, and negligently failed to employ proper security protections available to Defendants, to include but not limited to active patrols, control of ingress and egress, cameras, sufficient security guards, warnings, and other measures available in the security, music video, celebrity protection and retail industries.

42.

Defendants' negligence was a cause in fact and a proximate cause of Kevin Mares's injuries and damages.

43.

Defendants negligently failed to act on knowledge of prior crimes, and the surrounding

high-crime area, and failed to act to correct, prevent, or warn of prior criminal activity, loitering, trespassing, and the dangerous environment of said property.

44.

As a proximate and foreseeable result of Defendants' negligence, Plaintiff is entitled to recover for the injuries sustained, pain and suffering, the expenses of treatment for the injuries sustained, the costs of future care and treatment for the injuries sustained, diminished ability to labor, future lost earnings, and all other elements of damages as allowed under the laws of the State of Georgia, including all special, compensatory, incidental, consequential, economic and punitive damages. Plaintiff states his intention to seek all compensatory, special, economic, consequential, general, punitive, and all other damages permissible under Georgia Law, including, but not limited to:

- a) Personal injuries;
- b) Past, present and future pain and suffering;
- c) Future lost earnings and economic damages;
- d) Past, present and future medical expenses likely exceeding \$680,000.00;
- e) Disability;
- f) Mental anguish;
- g) Lost ability to labor;
- h) Loss of the capacity for the enjoyment of life;
- i) Incidental expenses;
- j) Permanent injuries;
- k) Consequential damages to be proven at trial; and
- l) All items of damages recoverable under Georgia law.

45.

Each of the foregoing acts and omissions constitute an independent act of negligence on the part of the Defendants and one or more or all above stated acts were the proximate causes of the injuries and damages sustained by Plaintiff Kevin Mares. Defendants are liable for Plaintiff's injuries sustained, pain and suffering, the expenses of treatment and all other elements of damages allowed under the laws of the State of Georgia, including all special, compensatory, incidental, consequential, economic and punitive damages, as well as all damages sustained by Plaintiff Kevin Mares.

46.

As a result of Defendant's negligence, Plaintiff has incurred reasonable, necessary and continuing medical expenses from Plaintiff's injuries, likely exceeding \$680,000.00, and will continue to incur expenses in the future, in an amount to be proven at trial.

47.

Plaintiff is entitled to an award of punitive damages, without limitation or cap, because the actions of Defendants and their employees and agents were willful and wanton and showed an entire want of care, which would raise the presumption of a conscious indifference to consequences and/or a specific intent to cause harm. Accordingly, Plaintiff is entitled to recover punitive damages from Defendants in accordance with the enlightened conscience of an impartial jury pursuant to O.C.G.A. § 51-12-5.1.

48.

Because Defendants' actions evidence a species of bad faith, Defendants were and are stubbornly litigious, and have caused Plaintiff undue expense, Plaintiff is entitled to recover his necessary expense of litigation, including an award of reasonable attorneys' fees and expenses

required by this action. (O.C.G.A. §§ 13-6-11, 9-11-68(e), and 9-15-14). Furthermore, Plaintiff is entitled to all expense of litigation, including an award of reasonable attorneys' fees pursuant to all other Georgia statutory and common laws.

WHEREFORE, Plaintiff respectfully prays that:

- (a) Process issue as provided by law;
- (b) Plaintiff be awarded actual damages in amounts to be shown at trial;
- (c) Plaintiff be awarded all past and future medical expenses in an amount to be proven at trial;
- (d) Plaintiff be awarded all damages for all special, compensatory, consequential, economic, punitive and general damages permitted under Georgia Law for the past, present and future;
- (e) Plaintiff have a trial by jury; and
- (f) Plaintiff have such other relief as this Court deems just and proper under the circumstances.

TRIAL BY JURY IS HEREBY DEMANDED

This 11th day of October, 2024.

Respectfully submitted,

**LAW & MORAN**

/s/ Peter A. Law

Peter A. Law

Georgia Bar No. 439655

E. Michael Moran

Georgia Bar No. 521602

Denise D. Hoying

Georgia Bar No. 236494

Attorneys for Plaintiff

**LAW & MORAN**  
563 Spring Street  
Atlanta, GA 30308  
(404) 814-3700