

JUN 29 2021

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14 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES

16 CARLI SKAGGS INDIVIDUALLY)
17 AND ON BEHALF OF THE ESTATE OF)
18 TYLER SKAGGS)
19 Plaintiff)

20 v.)

21 ANGELS BASEBALL LP;)
22 MORENO BASEBALL LP,)
23 MORENO BASEBALL COMPANIES INC.;)
24 ERIC KAY; TIM MEAD; and DOES 1 to 20,)
25 inclusive)

26 Defendants.)

CASE NO. **21ST CV24121**

COMPLAINT FOR:

- 1. Wrongful Death - Negligence
- 2. Wrongful Death - Negligent Hiring, Retention, and Supervision

DEMAND FOR JURY TRIAL

26 BY FAX
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1 **COMPLAINT FOR WRONGFUL DEATH**

2 COMES NOW, Plaintiff Carli Skaggs Individually and on behalf of the Estate of Tyler
3 Skaggs, and files her Complaint for Wrongful Death and Survival against Defendants, Angels
4 Baseball LP, Moreno Baseball LP, and Moreno Baseball Companies Inc. (hereinafter,
5 collectively the “Angels”), Eric Kay (“Kay”), and Tim Mead (“Mead”). Plaintiff respectfully
6 alleges as follows:

7 **INTRODUCTION**

8 1. On July 1, 2019, Tyler Skaggs (“Tyler”) was found dead in his hotel room while
9 traveling with his team, the Los Angeles Angels. His death was caused by Eric Kay, the Angels’
10 Director of Communications.

11 2. After an extensive federal investigation, Kay was charged with “knowingly and
12 intentionally distribut[ing] a mixture and substance containing a detectable amount of fentanyl...
13 and the use of said substance resulted in the death and serious bodily injury of [Tyler Skaggs].”
14 The criminal complaint details that Kay provided oxycodone pills to Tyler and that Kay would
15 “distribute these pills to [Tyler Skaggs] and others in their place of employment and while they
16 were working.”

17 3. The tragedy of Tyler’s death was made worse by the revelation that it could have
18 been avoided. Without question, the Angels knew or should have known that Kay was supplying
19 illicit drugs to not only Tyler, but at least five other Angels’ players, *i.e.*, 24% of the team’s
20 active roster. Kay had a long history of drug abuse, and the Angels knew about his problems
21 with drug abuse and addiction. The Angels knew that Kay had gone to rehab several times
22 during his employment with the Angels and that he had overdosed at least once. Despite all of
23 this, Kay had complete access to players, day and night both off the field and on the field, who
24 the Angels knew, or should have known, were trying to play through the pains and injuries
25 associated with the long baseball season. This was a fatal mistake.

26 4. It has also been reported that Kay told federal agents that Tim Mead, the Vice
27 President of Communications for the Angels, and at least one other individual within the Angels
28

1 organization knew that Kay was dealing drugs to players, including Tyler. Mead, who was Kay's
2 direct superior, had a long-term close and personal relationship with Kay. He also was well aware
3 of Kay's drug problems, even visiting him in the hospital after Kay overdosed (less than three
4 months before Tyler died). In spite of this knowledge, the Angels continued to allow Kay to
5 have unrestricted access to the players and even permitted him to accompany the team when it
6 traveled for away games.

7
8 5. The Angels failed Tyler. And because of this failure, Tyler, who was on the brink
9 of achieving certain and substantial success as a pitcher in MLB, had his life cut short.

10 **PARTIES**

11 6. Plaintiff Carli Skaggs, individually and on behalf of the Estate of Tyler Skaggs,
12 is a resident of Los Angeles County, California and was the wife of Tyler Skaggs at the time of
13 his death. Carli Skaggs is an heir and successor in interest, and a person lawfully entitled to assert
14 causes of action for the wrongful death of decedent, Tyler Skaggs under Code of Civil Procedure
15 sections 377.60, 377.11, and 377.20. No other person has any claim, right or interest in the cause
16 of action for wrongful death that is superior to the claims of Carli Skaggs.

17 7. Defendant Angels Baseball LP is, and at all times mentioned in this Complaint
18 was, authorized to operate by the State of California and the United States government and
19 authorized and qualified to do business in the County of Los Angeles.

20 8. Moreno Baseball LP is and at all times mentioned in this Complaint was,
21 authorized to operate by the State of California and the United States government and authorized
22 and qualified to do business in the County of Los Angeles. Plaintiff is informed and believes,
23 and thereon alleges, that Moreno Baseball LP owns, controls, manages and/or operates Angels
24 Baseball LP.

25 9. Defendant Moreno Baseball Companies Inc. is and at all times mentioned in this
26 Complaint was, authorized to operate by the State of California and the United States
27 government and authorized and qualified to do business in the County of Los Angeles. Plaintiff
28 is informed and believes, and thereon alleges, that Moreno Baseball Companies Inc. owns,

1 controls, manages and/or operates the Angels Baseball LP. (Moreno Baseball LP, Moreno
2 Baseball Companies Inc. and Angels Baseball LP are collectively referred to as the “Angels.”)

3 10. Defendant Eric Kay is an individual residing in Orange County, California.

4 11. Defendant Tim Mead is an individual residing in Los Angeles County, California.

5 12. The true names and capacities, whether individual, corporate, associate or
6 otherwise of DOES 1-20, inclusive, are unknown to Plaintiff. Plaintiff therefore sues such
7 defendants by such fictitious names and will amend this Complaint to insert their true names and
8 capacities when ascertained. Plaintiff is informed and believes, and thereon alleges, that each
9 and every such fictitiously named defendant is in some manner, means or degree, connected with
10 the matters alleged and is liable to Plaintiff thereon.

11 13. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, each of the Defendants was the agent and/or employee of each of the remaining
13 Defendants and, in doing the deeds and actions hereinafter alleged, was acting within the course
14 and scope of such agency and/or employment.

15 JURISDICTION AND VENUE

16 14. The Court has jurisdiction over the claims asserted in this Complaint pursuant to
17 the California Constitution, Article VI, § 10. Venue is proper in this Court because at least one
18 defendant resides in this county and within the jurisdiction of this court.

19 FACTUAL BACKGROUND

20 15. All facts and allegations are made upon information and belief.

21 **A. Tyler Skaggs’ Background.**

22 16. Tyler grew up in Santa Monica, California with a ball in his hand. Name the sport
23 and he played it: baseball, basketball, football, and soccer. Baseball was clearly his favorite. He
24 started in Little League, and continued to play through juniors, travel ball, and high school.

25 17. His hard work and dedication paid off. By the time he was a senior in high school,
26 he was no longer looking to play college baseball but instead had his sights set on the big leagues,
27 which is exactly what he accomplished. Following his graduation from Santa Monica High
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1 School, the Los Angeles Angels took Tyler in the first round of the 2009 MLB amateur draft. A
2 year later, after successful seasons in rookie ball in Arizona and Utah, and A ball in Iowa and
3 Indiana, Tyler was traded to the Arizona Diamondbacks.

4 18. Tyler brought his strong work ethic with him to the minor leagues. He pitched
5 for minor-league teams in seven different states. Then, on August 22, 2012, at 21 years of age,
6 Tyler made his MLB debut as the Diamondbacks' starting pitcher in the first game of a double-
7 header against the Miami Marlins. Tyler earned his first big-league win after giving up only two
8 runs on three hits and striking out four batters in six and two-thirds innings.

9 19. Following the 2014 season, Tyler was traded back to the Angels. When Tyler
10 arrived at the organization, he found a toxic environment that pressured players to play through
11 the pain. Players who missed games due to injuries were called "pussies" and ridiculed. Tyler
12 quickly realized that he was expected to pitch even when he was hurt.

13 20. The pressure to perform mounted after Tyler missed the 2015 season due to
14 Tommy John surgery. Through hard work and dedication, Tyler was able to return in 2016 and
15 pitched well, posting a 4.17 ERA despite the fact that he was still experiencing persistent pain
16 and discomfort.

17 21. Tyler continued to suffer from nagging injuries throughout the 2017 and 2018
18 seasons. Yet again, he continued to give the Angels everything he had. In 2018, Tyler pitched
19 125 innings and posted a 4.02 ERA.

20 22. Tyler's work ethic and commitment to his team was on full display in what
21 unfortunately would be his final season. At the time of his death shortly before the All-Star break
22 of the 2019 season, Tyler led the Angels' pitching staff in several key categories including wins,
23 number of starts, strikeouts, innings pitched and earned-run average. At age 27, the left-handed
24 pitcher was 18 months from becoming a free agent.
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1 **B. The Perfect Storm.**

2 23. Baseball teams, like the Angels, are fully aware of the rigors of a 162- game
3 schedule and are aware that players are at risk of turning to medication to assist with pain
4 management. Despite knowing that players are seeking to maximize performance and knowing
5 about the risk that MLB players face from addictive pain medications, the Angels, with their
6 toxic culture, created the perfect storm.

7 24. The Angels made the choice to continue to employ Eric Kay to work with the
8 players on a daily basis. The Angels granted him unfettered access to the players even though
9 they knew or should have known that he was trafficking in illicit drugs. These conditions were
10 outrageously dangerous and ultimately cost Tyler his life.

11 **C. Eric Kay.**

12 25. Kay worked for the Angels from 1996 to 2019. Beginning in 1998, Kay began
13 abusing illegal drugs, including opioids. The Angels were fully aware of Kay’s abuse of illegal
14 drugs. He went to rehab multiple times while employed by the Angels. And in 2019, Kay missed
15 work because he overdosed on illegal drugs and was hospitalized. Angels’ officials were aware
16 of the overdose, including Tim Mead, the sixth highest ranking member of the Angels
17 organization, who visited Kay in the hospital.
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21 **EXECUTIVE MANAGEMENT**

22 Ownership Carole & Arte Moreno
23 Chairman Dennis Kuhl
24 President John Carpino
25 Chief Financial Officer Bill Beverage
26 SVP, Finance and Administration Molly Jolly
27 Vice President, Communications Tim Mead
28 Vice President, Sales Neil Viserto

1 26. Despite his troubling behavior, Kay was never fired. To the contrary, Kay was
2 promoted to the head of the Angels' Communications department and asked by the Angels to
3 accompany the team on road trips.
4



11
12 27. This begs the question: Why would the Angels promote a drug addict to an
13 executive position, which granted him access to the Angels' players, such that he was constantly
14 seen hanging out with players in the locker room, on the team plane, and in their hotel rooms?
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16 28. The answer to this question became obvious when Kay admitted to DEA
17 investigators that he had been providing illegal opioids to at least six Angels' players.¹ Kay told
18 the DEA that at least two executives in the Angels organization knew he was dealing illicit drugs
19 to Angels' players. It has also been reported that on April 2019, just months before Tyler's death,
20 Mead was specifically informed that Kay was providing drugs to Tyler and that he was begged
21 to intervene to stop it.² The world now knows though that despite this knowledge and the
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24 ¹ Mark Whicker, What Did the Angels Know About Tyler Skaggs, THE SUN (Oct. 17, 2019),
25 <https://www.sbsun.com/2019/10/17/whicker-what-did-the-angels-know-about-tyler-skaggs-and-when/>.

26
27 ² T.J. Quinn, Los Angeles Angels Employee Details Team's Knowledge of Tyler Skaggs, ESPN
28 (Oct. 12, 2019), https://www.espn.com/espn/otl/story/_/id/27828247/los-angeles-angels-employee-details-team-knowledge-tyler-skaggs-drug-use-federal-dea-investigators-espn.

1 warnings, the Angels continued to provide Kay with opportunities to interact with and supply
2 the players with drugs.

3 **D. The Death of Tyler Skaggs.**

4 29. In June of 2019, Tyler travelled with the Angels to Fort Worth, Texas to play the
5 Texas Rangers. Kay also travelled with the team. The DEA investigation found that Kay visited
6 Tyler’s room sometime after 11:50 pm the night of Tyler’s death. The DEA agent further
7 testified that the evidence showed that Kay had provided the oxycodone³ pill that Tyler took that
8 night. And that unbeknownst to Tyler, the pill the Angels’ Communications Director gave him
9 was laced with fentanyl, which experts have concluded is what caused his death.⁴
10

11 **E. The Indictment of Eric Kay.**

12 30. In October of 2020, Kay was indicted on two counts by a federal grand jury in
13 Texas in the death of Angels pitcher Tyler Skaggs. Kay was indicted for allegedly distributing
14 fentanyl to Tyler, which caused the pitcher’s death at the age of 27.

15 31. The indictment accuses Kay of “knowingly and intentionally” distributing “a
16 mixture and substance containing a detectable amount of fentanyl” that “resulted in the death
17 and serious bodily injury of [Skaggs].” He is also accused of conspiring to possess fentanyl “with
18 intent to distribute.”⁵ Eric Kay is currently set for trial and faces 20 years to life in prison.
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25 ³ Oxycodone is a well-known drug used to alleviate moderate-to severe acute pain.

26 ⁴ Affidavit in Support of Criminal Complaint, United States v. Kay, No. 4:20-MJ-488 (Northern
District of Texas, July 30, 2020).

27 ⁵ Affidavit in Support of Criminal Complaint, United States v. Kay, No. 4:20-MJ-488 (Northern
28 District of Texas, July 30, 2020).

1 **FIRST CAUSE OF ACTION**

2 **(Wrongful Death-Negligence against Defendants Angels Baseball LP, Moreno Baseball**
3 **LP, and Moreno Baseball Companies Inc., and Does 1 through 20)**

4 32. Plaintiff realleges and incorporates herein by reference, as if fully stated herein,
5 each and every allegation of paragraphs 1 through 31, inclusive, of this Complaint.

6 33. The essential elements of a cause of action for negligence are: (1) the defendant’s
7 legal duty of care toward the plaintiff, (2) the defendant’s breach of duty, the negligent act or
8 omission; (3) injury to the plaintiff as a result of the breach, proximate or legal cause; and (4)
9 damage to the plaintiff.

10 34. Section 2338 of the California Civil Code states: “a principal is responsible to
11 third persons for the negligence of his agent in the transaction of the business of the agency,
12 including wrongful acts committed by such agent in and as a part of the transaction of such
13 business, and for his willful omission to fulfill the obligations of the principal.” CAL. CIV. CODE
14 § 2338.

15 35. The Angels are responsible for the conduct of Kay because his improper acts of
16 providing illegal drugs were either required by the Angels or “incidental” to Kay’s duties.
17 *Yamaguchi v. Harnsmut*, 106 Cal.App.4th 472, 481–82, 130 Cal.Rptr.2d 706 (2003); *Duste v.*
18 *Chevron Products Co.*, 738 F.Supp.2d 1027, 1037 (N.D. Cal. 2010). The Angels are also liable
19 for the death of Tyler because the misconduct of Kay was reasonably foreseeable by the Angels.
20 *Id.*

21 36. It is no coincidence that the Angels allowed Kay to be in the clubhouse. He was
22 a drug addict and knew how to get illegal drugs. At the very least, acquiring drugs for the players
23 was incidental to his employment and was reasonably foreseeable to the Angels.

24 37. The Angels owed Tyler Skaggs a duty to provide a safe place to work and play
25 baseball. The Angels breached this duty when they allowed Kay, a drug addict, complete access
26 to Tyler. The Angels also breached their duty when they allowed Kay to provide Tyler with
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1 dangerous illegal drugs. The Angels knew or should have known Kay was dealing drugs to
2 players. Tyler died as a result of the Angels' breach of their duties.

3 38. The Angels' culpability does not end there. The Angels are liable because they
4 knew or should have known Tyler was being provided dangerous illegal drugs and allowed this
5 behavior to continue. The Angels had numerous players in the past who were harmed by using
6 illegal drugs. The Angels owed Tyler a duty to intervene to prevent harm from illegal drug use
7 and a duty to prevent their agent from providing Tyler with dangerous illegal drugs. The Angels
8 did not fire Kay, did not remove Kay from the clubhouse, and did not properly restrict Kay's
9 access to players such as Tyler. The Angels likewise failed to stop Tyler's drug use when they
10 knew or should have known about it. The Angels' breach of their duties caused the death of
11 Tyler.
12

13 39. Even if the Angels engaged in no misconduct, which they did, the Angels are still
14 vicariously liable for the tortious acts committed by Kay and Mead. Kay was employed in a
15 managerial capacity and acting within the scope of employment when he provided drugs to Tyler.
16 Further, his actions were incidental to his duties and could be reasonably foreseen by the Angels.

17 40. Kay, as the Director of Communications, is a high-level official within the Angels'
18 organization and therefore his knowledge is imputed to the organization. He was obviously
19 aware that he was providing illegal drugs to players and that players were taking illegal drugs.

20 41. As detailed by T.J. Quinn and ESPN's investigation: "Eric Kay, currently on paid
21 leave as the Angels' communications director, told federal drug enforcement agents last month
22 that two team employees, including his former supervisor, Tim Mead, were informed of Skaggs'
23 drug use but did not take action."⁶
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26 ⁶ T.J. Quinn, Angels Could Face MLB Sanctions, ESPN (Oct. 15, 2019),
27 https://www.espn.com/espn/otl/story/_/id/27852458/angels-face-mlb-sanctions-fines-club-violated-league-drug-policy
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1 42. Mike Digiovanna of the Los Angeles Times conducted a separate investigation
2 and learned: “Kay reportedly said two Angels officials, later identified as Tim Mead, the team’s
3 former vice president of communications and traveling secretary, and Tom Taylor, were told
4 about Skaggs’ drug use long before his death.”⁷

5 43. As set forth by T.J. Quinn, Eric Kay’s mother and wife confirmed that on April
6 22, 2019, they told Mead, one of the highest-ranking Angels executives, that Tyler was using
7 opioids with Kay. They asked the Angels to intervene in player drug use. Again, the Angels
8 chose to turn a blind eye to players’ illegal drug use because it benefitted the Angels.⁸ If true, if
9 Mead and the Angels had listened to the Kays’ pleas and heeded their warnings, Tyler would be
10 alive today.

11 44. Mead, the Vice President of Communications, supervised Kay. Mead knew about
12 Kay’s drug addiction. Mead failed to supervise or properly restrict Kay’s access to players. Mead
13 knew or should have known that Eric Kay was providing drugs to Angels’ players. Mead knew
14 or should have known that Tyler was taking illegal drugs. Despite all of this, Mead did not stop
15 Eric Kay from supplying illegal drugs to players, did not prevent Kay’s access to the players,
16 and did not prevent Tyler’s drug use. Mead’s breaches of his duties proximately caused Tyler’s
17 death.

18 45. Based on the facts set forth in this cause of action, Plaintiff seeks all damages
19 allowed by law including compensatory damages according to proof at time of trial, incidental
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23 ⁷ Mike Digiovanna, Angels’ Eric Kay: People with ‘Roles’ in Tyler Skaggs’ Death Must Take
24 Responsibility, LOS ANGELES TIMES (Oct. 13, 2019),
25 [https://www.latimes.com/sports/angels/story/2019-10-13/angels-employee-eric-kay-calls-
everyone-involved-in-tyler-skaggs-death-to-take-responsibility](https://www.latimes.com/sports/angels/story/2019-10-13/angels-employee-eric-kay-calls-everyone-involved-in-tyler-skaggs-death-to-take-responsibility).

26 ⁸ T.J. Quinn, Los Angeles Angels Employee Details Team’s Knowledge of Tyler Skaggs, ESPN
27 (Oct. 12, 2019), [https://www.espn.com/espn/otl/story/_/id/27828247/los-angeles-angels-
employee-details-team-knowledge-tyler-skaggs-drug-use-federal-dea-investigators-espn](https://www.espn.com/espn/otl/story/_/id/27828247/los-angeles-angels-employee-details-team-knowledge-tyler-skaggs-drug-use-federal-dea-investigators-espn).

1 and consequential damages according to proof at time of trial, exemplary and punitive damages
2 to be established at the time of trial, statutory costs, to the extent permitted by law, prejudgment
3 interest at the maximum legal rate, and such other and further relief as the court deems just and
4 proper.

5 **SECOND CAUSE OF ACTION**

6 **(Wrongful Death-Negligence against Defendant Eric Kay)**

7 46. Plaintiff realleges and incorporates herein by reference, as if fully stated herein,
8 each and every allegation of paragraphs 1 through 45, inclusive, of this Complaint.

9 47. The fact that the Angels are directly and vicariously liable does not exonerate Eric
10 Kay from liability for his tortious acts. CAL. CIV. CODE § 2343; *Bayuk v. Edson*, 236 Cal. App.
11 2d 309, 320, 46 Cal. Rptr. 49, 56 (Ct. App. 1965); *Peredia v. HR Mobile Services, Inc.*, 25 Cal.
12 App. 5th 680, 692, 236 Cal. Rptr. 3d 157, 166 (2018).

13 48. As set forth above, Kay is negligent in providing Tyler illegal drugs. Kay is not a
14 physician and has no medical training. Yet, he provided players, like Tyler, illegal drugs to
15 alleviate pain so they could play baseball. Kay had a duty to act reasonably and not provide
16 dangerous life-threatening drugs to players. Kay breached that duty by providing illegal drugs to
17 Tyler. Kay's breach proximately caused Tyler's death.

18 49. Based on the facts set forth in this cause of action, Plaintiff seeks all damages
19 allowed by law including compensatory damages according to proof at time of trial, incidental
20 and consequential damages according to proof at time of trial, exemplary and punitive damages
21 to be established at the time of trial, statutory costs, to the extent permitted by law, prejudgment
22 interest at the maximum legal rate, and such other and further relief as the court deems just and
23 proper.
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1 **THIRD CAUSE OF ACTION**

2 **(Wrongful Death - Negligence against Defendant Tim Mead)**

3 50. Plaintiff realleges and incorporates herein by reference, as if fully stated herein,
4 each and every allegation of paragraphs 1 through 49, inclusive, of this Complaint.

5 51. The fact that the Angels are liable under the rules of vicarious liability does not
6 exonerate Mead from liability for his tortious acts. CAL. CIV. CODE § 2343; *Bayuk v. Edson*, 236
7 Cal. App. 2d 309, 320, 46 Cal. Rptr. 49, 56 (Ct. App. 1965); *Peredia v. HR Mobile Services, Inc.*,
8 25 Cal. App. 5th 680, 692, 236 Cal. Rptr. 3d 157, 166 (2018).

9 52. As set forth above, Mead is negligent in numerous ways. For example, Mead had
10 a duty to not allow a drug addict to have unsupervised access to baseball players. Mead had a
11 duty to stop Kay’s interaction with players once he learned or should have learned that Kay was
12 providing dangerous illegal drugs to players, including Tyler. Mead had a duty to intervene when
13 he learned or should have learned that Kay was providing players, including Tyler, dangerous
14 illegal drugs. Mead had a duty to restrict Kay’s access to players when he learned or should have
15 learned that Kay was providing players, including Tyler, dangerous illegal drugs.

16 53. Mead had a duty to intervene when he learned or should have learned that Tyler
17 was using dangerous illegal drugs. Mead breached these duties by failing to properly supervise
18 Kay and continuing to allow Kay to provide Tyler with dangerous illegal drugs. Tim Mead’s
19 breaches proximately caused Tyler’s death.

20 54. Defendants’ conduct as set forth above shows a lack of any care on the part of
21 Defendants, amounting to gross negligence. In doing the acts complained of, Defendants
22 committed willful misconduct, recklessness, and gross negligence as follows: Defendants knew
23 or had reason to know that the conduct committed by Defendants created a strong possibility that
24 harm to Tyler would result from such conduct.

25 55. Based on the facts set forth in this cause of action, Plaintiff seeks all damages
26 allowed by law including compensatory damages according to proof at time of trial, incidental
27 and consequential damages according to proof at time of trial, exemplary and punitive damages
28

1 to be established at the time of trial, statutory costs, to the extent permitted by law, prejudgment
2 interest at the maximum legal rate, and such other and further relief as the court deems just and
3 proper.

4 **FOURTH CAUSE OF ACTION**

5 **(Wrongful Death - Negligent Hiring, Retention, and Supervision against Defendants**
6 **Angels Baseball LP, Moreno Baseball LP, and Moreno Baseball Companies Inc. and**
7 **Does 1 through 20)**

8 56. Plaintiff realleges and incorporates herein by reference, as if fully stated herein,
9 each and every allegation of paragraphs 1 through 55, inclusive, of this Complaint.

10 57. At all relevant times, Kay was an employee, agent, servant, or contractor of the
11 Angels, either as a direct employee or as an employee of some subsidiary, agent, or alter ego of
12 the Angels and was acting in the course and scope of his employment at all relevant times.

13 58. The Angels owed the general public, as well as their players, a duty of reasonable
14 care in the hiring, training, and/or supervision of its employees.

15 59. The Angels breached their duties of care by failing to take necessary precautions
16 in the hiring, contracting, retention, training, and/or supervision of its employee, who committed
17 the wrongful acts alleged.

18 60. At the time of the incident, Kay was unfit to perform the work for which he had
19 been hired, trained, retained, and/or supervised by the Angels.

20 61. The Angels including its officers, directors, and/or managing agents, had
21 complete control over the hiring, supervision, and retention of Kay.

22 62. The Angels failed to take reasonable care in hiring Kay and failed to adequately
23 train or supervise him regarding Major League Baseball's Drug Intervention Program, and or
24 how to interact with, supervise, and protect players with potential drug addiction.

25 63. The Angels knew that their failure to properly evaluate, train, and supervise Kay
26 regarding safety measures could lead to the risk of the type of danger and harm that occurred at
27 the time of the incident.
28

1 **JURY DEMAND**

2 70. Carli Skaggs formally makes this demand and application for a jury trial in this
3 lawsuit.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

6 **FIRST, SECOND, THIRD AND FOURTH CAUSES OF ACTION**

- 7 1. For compensatory damages according to proof at time of trial;
- 8 2. For incidental and consequential damages according to proof at time of trial;
- 9 3. For exemplary and punitive damages to be established at the time of trial;
- 10 4. For statutory costs, to the extent permitted by law;
- 11 5. For prejudgment interest at the maximum legal rate; and
- 12 6. For such other and further relief as the court deems just and proper.

13
14
15 Dated: June 29, 2021



Rusty Hardin



John G. MacVane



Rachel M. Lewis



Marnin Weinreb

Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
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ATTORNEY FOR (Name): Plaintiffs

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County of Los Angeles
JUN 29 2021
Sherri R. Carter, Executive Officer/Clerk of Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000)

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
21ST CV 24121
JUDGE:
DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- | | | |
|---|--|--|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
<p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input checked="" type="checkbox"/> Other PI/PD/WD (23)
<p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
<p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
<p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
<p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
<p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20)
<p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
<p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 4 (Wrongful Death - Negligence and Negligent Hiring, Retention and Supervision)
5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
Date: June 29, 2021
John G. MacVane

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
 Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Asbestos Property Damage
 Asbestos Personal Injury/Wrongful Death
 Product Liability (not asbestos or toxic/environmental) (24)
 Medical Malpractice (45)
 Medical Malpractice—Physicians & Surgeons
 Other Professional Health Care Malpractice
 Other PI/PD/WD (23)
 Premises Liability (e.g., slip and fall)
 Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 Intentional Infliction of Emotional Distress
 Negligent Infliction of Emotional Distress
 Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
 Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
 Defamation (e.g., slander, libel) (13)
 Fraud (16)
 Intellectual Property (19)
 Professional Negligence (25)
 Legal Malpractice
 Other Professional Malpractice (not medical or legal)
 Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
 Other Employment (15)

Contract

Breach of Contract/Warranty (06)
 Breach of Rental/Lease
 Contract (not unlawful detainer or wrongful eviction)
 Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
 Negligent Breach of Contract/Warranty
 Other Breach of Contract/Warranty
 Collections (e.g., money owed, open book accounts) (09)
 Collection Case—Seller Plaintiff
 Other Promissory Note/Collections Case
 Insurance Coverage (not provisionally complex) (18)
 Auto Subrogation
 Other Coverage
 Other Contract (37)
 Contractual Fraud
 Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
 Wrongful Eviction (33)
 Other Real Property (e.g., quiet title) (26)
 Writ of Possession of Real Property
 Mortgage Foreclosure
 Quiet Title
 Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
 Residential (32)
 Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
 Petition Re: Arbitration Award (11)
 Writ of Mandate (02)
 Writ—Administrative Mandamus
 Writ—Mandamus on Limited Court Case Matter
 Writ—Other Limited Court Case Review
 Other Judicial Review (39)
 Review of Health Officer Order
 Notice of Appeal—Labor
 Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
 Construction Defect (10)
 Claims Involving Mass Tort (40)
 Securities Litigation (28)
 Environmental/Toxic Tort (30)
 Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
 Abstract of Judgment (Out of County)
 Confession of Judgment (non-domestic relations)
 Sister State Judgment
 Administrative Agency Award (not unpaid taxes)
 Petition/Certification of Entry of Judgment on Unpaid Taxes
 Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
 Other Complaint (not specified above) (42)
 Declaratory Relief Only
 Injunctive Relief Only (non-harassment)
 Mechanics Lien
 Other Commercial Complaint Case (non-tort/non-complex)
 Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
 Other Petition (not specified above) (43)
 Civil Harassment
 Workplace Violence
 Elder/Dependent Adult Abuse
 Election Contest
 Petition for Name Change
 Petition for Relief From Late Claim
 Other Civil Petition