

FILED

04-07-2025

Anna Maria Hodges

Clerk of Circuit Court

2025CV002956

Honorable J. D. Watts-15

Branch 15

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

AMIRAH WALLS,
3290 N 49th Street
Milwaukee, WI 53216

Plaintiff,

vs.

ANDY FRAIN SERVICES, INC.
761 Shoreline Drive
Aurora, IL 60504

MAYFAIR MALL LLC
2500 N Mayfair Rd,
Wauwatosa, WI 53226

BROOKFIELD PROPERTIES RETAIL INC.
250 Vesey Street, 15th Floor
New York, NY 10281

and

MALCOM DEVONN INGRAM
9330 S Orchard Park Circle Apt. 2B
Oak Creek, WI 53154

Defendants.

CASE NO. _____

JURY TRIAL DEMAND

Class Code: 30107

SUMMONS

THE STATE OF WISCONSIN

To Each Person Named Above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action. Within forty-five (45) days of receiving this Summons, you must respond with a written

Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is Milwaukee County Clerk of Circuit Court, 901 N 9th St, Milwaukee, WI 53233, and to The LaMarr Firm, Plaintiff's attorney, whose address is 5718 Westheimer Rd., Suite 1000, Houston, TX 77057. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant Judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A Judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 7th day of April 2025.

The LaMarr Firm, PLLC

By: /s/ B'Ivory LaMarr

B'Ivory LaMarr, Bar No. 1122469

5718 Westheimer Rd., Suite 1000

Houston, TX 77057

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Attorney for Plaintiff

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COMPLAINT

Plaintiff, AMIRAH WALLS, by and through undersigned counsel, brings this action against Defendants ANDY FRAIN SERVICES, INC., MAYFAIR MALL LLC, BROOKFIELD PROPERTIES RETAIL INC., and MALCOM DEVONN INGRAM, and alleges as follows:

JURISDICTION AND VENUE

1. The jurisdiction of this court is proper pursuant to Wis. Stat. 801.50 (2)(a) as the claims

asserted herein arose in Milwaukee County.

2. The matters asserted herein are tort claims in excess of \$5,000.00.
3. Plaintiff asserts only state law claims and seeks recovery exclusively under Wisconsin law.

No federal question is raised, and this matter is not removable under 28 U.S.C. § 1441.

PARTIES

4. Plaintiff Amirah Walls (hereinafter “Plaintiff” or “Ms. Walls”) is an adult resident of Milwaukee County, Wisconsin, with her primary residence at 3290 N 49th Street, Milwaukee, WI 53216.
5. Defendant Andy Frain Services, Inc. (hereinafter “Andy Frain”) is a corporation organized and existing under the laws of Illinois with its principal place of business at 761 Shoreline Drive, Aurora, IL 60504. Andy Frain provides private security services, including at Mayfair Mall in Wauwatosa, Wisconsin.
6. Defendant Mayfair Mall LLC (hereinafter “Mayfair Mall”) is a Delaware limited liability company authorized to do business in the State of Wisconsin and may be served via its registered agent, CT Corporation System, located at 301 S. Bedford Street, Suite 1, Madison, WI 53703. Mayfair Mall LLC is the legal entity responsible for the operation and management of Mayfair Mall in Wauwatosa, Wisconsin.
7. Defendant Brookfield Properties Retail Inc. (hereinafter “Brookfield Properties”) is a corporation organized and existing under the laws of Delaware with its principal place of business at 250 Vesey Street, New York, NY 10281. Brookfield Properties owns and/or operates shopping centers across the United States, including Mayfair Mall.
8. Defendant Malcom Devonn Ingram (hereinafter “Ingram”) is a resident of Wisconsin, with his primary residence at 9330 S Orchard Park Circle, Apt. 2B, Oak Creek, WI 53154. At all

relevant times, Ingram was employed as a K-9 handler for Defendant Andy Frain Services, Inc., and was acting within the scope of his employment when he deployed a K-9 that injured Plaintiff.

STATEMENT OF THE RELEVANT FACTS

9. On the evening of March 28, 2025, Plaintiff was lawfully present at Mayfair Mall, a commercial retail establishment located at 2500 N. Mayfair Road in Wauwatosa, Wisconsin, operated by Defendants Brookfield Properties.
10. A physical altercation arose when Plaintiff was suddenly and without provocation attacked by one or more individuals while lawfully present at the premises. In the midst of the confrontation, Plaintiff was forced to legally defend herself from continued aggression in an effort to protect her person and prevent further harm. Her actions were purely defensive in nature, and at no time did she initiate or escalate the altercation.
11. A uniformed Andy Frain security guard, identified as Defendant Ingram, with a leashed K-9 named Blue, arrived on scene and attempted to intervene.
12. Defendant Ingram, acting under color of its private security role and in the scope of its contractual duties for Defendants Brookfield Properties and Mayfair Mall, deployed a K-9 unit in response to the incident by dropping the leash while struggling to manage the confrontation, at which point the K-9 attacked Plaintiff.
13. Without provocation or justification, the security dog lunged at Plaintiff and bit her right ankle, forcing her to the ground near the entrance of a retail store.
14. The K-9 bit her once, let go, and then bit her again—this time holding on to her ankle. Despite efforts by Ingram and other security officers, the dog would not release its grip,

continuing to bite and injure Plaintiff for “over a minute” while she was prone and restrained.

The incident demonstrated Ingram’s inability to control the K-9 or successfully recall it.

15. A bystander captured video footage of the incident, which was widely circulated on social media and covered by news outlets. The footage clearly depicts the K-9 clamping down on Ms. Walls’ ankle and refusing to release its bite despite repeated, visibly frantic efforts by the K-9 handler to pull the dog away.
16. Eyewitnesses can be heard in the video expressing alarm at the prolonged attack and the handler’s inability to control the dog. One witness states, “He’s locked on,” while another comments, “I thought they trained them.”
17. In the video, the K-9 is seen biting Ms. Walls for an extended duration. The handler uses both hands and the dog’s leash in an unsuccessful attempt to disengage the bite. Other security guards eventually arrive, physically restraining Ms. Walls’ arms while the handler continues struggling to remove the dog.
18. A dispatch recording from the Wauwatosa Police Department described the alleged aggressor in the earlier fight as a Black female wearing a pink bonnet, blue pajama pants, and a gray zip-up jacket. Ms. Walls did not match that description.
19. Following the attack, Mayfair Mall security personnel failed to call 911, notify law enforcement of the dog bite, or provide medical assistance to Plaintiff.
20. At or around 6:17 p.m., the Wauwatosa Police Department received reports of a disturbance or fight at the mall. Upon arriving at the scene, officers were advised by private security personnel employed by Defendant Andy Frain that the fight had ended and the individuals involved had already left the premises.

21. Security explicitly stated that the fight had been broken up and that Mall Security did not want anything done regarding the disorderly conduct. The animal bite was not mentioned.
22. As a result, no police report was generated at the time, and no investigation was initiated until Plaintiff personally reported the incident the following day.
23. Mayfair Mall's failure to report the bite at the time of the incident violated its duty to document injuries on the premises and constitutes suppression of evidence.
24. Ingram, the handler, was terminated less than 24 hours after the attack, and the K-9, Blue, was promptly relocated out of state to Indiana.
25. Because the dog was removed from the jurisdiction, local animal control authorities were unable to quarantine or observe the animal for the mandatory ten-day rabies observation period required under Wis. Stat. § 95.21.
26. The relocation of the K-9 hindered efforts to assess potential health risks and precluded the required veterinary evaluation following the bite.
27. Industry standards dictate that a K-9 handler must maintain physical control of the leash at **all times during engagements**, and should never multitask in a high-conflict scenario. Ingram's actions violated these standards and reflect negligent training and supervision by Defendants.
28. The Defendants' failure to properly screen, train, and supervise the K-9 handler, their failure to use nonviolent alternatives, and their deployment of a vicious, poorly controlled animal in a crowded mall all constitute a gross deviation from accepted industry standards and reasonable security practices.
29. As a result of the dog bite, Ms. Walls sustained physical injuries, including but not limited to: puncture wounds, lacerations, bruising, and swelling, involuntary shaking, along with

emotional distress, anxiety, embarrassment, and trauma. She also incurred and may continue to incur medical expenses and other damages.

30. At all relevant times, the security officers and K-9 acted within the course and scope of their employment for Andy Frain, and under the operational authority of Mayfair Mall and Brookfield Properties who exercised control over the premises and retained responsibility for public safety under Wisconsin law.

COUNT I - NEGLIGENCE (NEGLIGENT HIRING, TRAINING, AND SUPERVISION) AGAINST ANDY FRAIN SERVICES, INC., MAYFAIR MALL LLC, AND BROOKFIELD PROPERTIES RETAIL INC.

31. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.
32. At all times material hereto, Defendant Andy Frain was contractually responsible for providing security services at Mayfair Mall, a retail property operated, managed, and/or controlled by Defendants Brookfield Properties.
33. Defendants owed a duty to members of the public lawfully present on the premises including Plaintiff to act with reasonable care in hiring, training, and supervising their employees and agents, including security personnel and K-9 handlers, and to avoid subjecting invitees to foreseeable harm.
34. Defendant Andy Frain, as the employer and supervisory authority over its security officers and K-9 handlers, had a legal and contractual duty to ensure that its agents were competent, qualified, and adequately trained in use-of-force protocols, de-escalation tactics, the safe and appropriate deployment of K-9 units, and in handling interactions with members of the public.
35. Upon information and belief, Defendant Andy Frain hired and deployed the K-9 handler involved in the March 28, 2025 incident without:

- a. Conducting appropriate screening or background checks regarding the handler's qualifications, training history, or fitness to manage a K-9 in a public space;
 - b. Providing sufficient training to ensure the handler could control and command the K-9 in accordance with best practices and safety standards; and
 - c. Supervising or monitoring K-9 activities to ensure compliance with mall policies, industry standards, or legal use-of-force limitations.
36. The dog's inability to release its bite when commanded, the length of time the bite persisted, and the handler's frantic and ineffective attempts to disengage the dog are direct evidence of inadequate training and supervision by Defendant Andy Frain.
37. Defendant Brookfield Properties, as the parent operator of Mayfair Mall, is the entity managing the day-to-day operations of the premises, also had independent duties to ensure that:
- a. Third-party vendors such as Andy Frain were competent and safe;
 - b. Security personnel operating on their property—including those handling K-9s—were properly trained and supervised; and
 - c. The deployment of security K-9s in a commercial retail environment did not endanger patrons.
38. Despite having notice of prior violent incidents and security concerns at Mayfair Mall, including the decision to introduce K-9 patrols after a 2020 shooting, Brookfield Properties and Mayfair Mall failed to implement or enforce safety procedures to regulate K-9 use on the premises, failed to monitor or vet the qualifications of their security vendors, and failed to prevent foreseeable harm to mall patrons.

39. It was foreseeable that deploying a poorly trained and unsupervised K-9 unit in a crowded shopping center could result in excessive force, injury, or trauma to innocent bystanders such as Plaintiff.
40. Defendants' collective failure to exercise reasonable care in the hiring, training, and supervision of security staff and K-9 personnel proximately caused Plaintiff's injuries and damages, including physical harm, emotional distress, pain and suffering, and medical expenses.
41. As a direct and proximate result of the Defendants' negligence, Plaintiff sustained severe injuries, trauma, and losses for which she is entitled to recover damages.

COUNT II - NEGLIGENCE (FAILURE TO REPORT, SEEK AID, OR PROVIDE ASSISTANCE) AGAINST ANDY FRAIN SERVICES, INC., MAYFAIR MALL LLC AND MALCOM DEVONN INGRAM

42. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.
43. Under Wisconsin law, individuals and entities—including private security contractors and property owners—owe a duty of ordinary care to act reasonably under the circumstances. This duty includes rendering or seeking emergency medical aid when a patron sustains serious injury on their premises and taking reasonable steps to report violent or dangerous incidents to law enforcement.
44. On March 28, 2025, Plaintiff was attacked and bitten by a security K-9 deployed and handled by Defendant Ingram, an employee and agent of Defendant Andy Frain, while she was lawfully present at Mayfair Mall.
45. The incident occurred in a public area of the mall in the presence of other security personnel employed by Andy Frain and operating under the authority of Mayfair Mall.

46. Despite witnessing the attack and Plaintiff's resulting injuries, Defendants failed to summon medical assistance, call 911, or otherwise ensure Plaintiff received immediate care.
47. Defendant Ingram made no effort to contact emergency services, and Defendant Andy Frain's other personnel on-site similarly failed to seek aid for Plaintiff, despite observing that she had been bitten multiple times and was visibly in pain and distress.
48. The security team and mall operators also failed to inform responding Wauwatosa police officers about the dog bite, even though officers were present at the mall shortly after a fight had been reported. Instead, they affirmatively misrepresented that the situation had deescalated and that all parties involved in the earlier altercation had left the premises.
49. As a result of this concealment and inaction:
- a. Plaintiff's injuries were not promptly documented by law enforcement;
 - b. No incident report was created by police at the time of the event;
 - c. And no immediate medical attention was made available to her by the parties responsible for the incident.
50. It was only after Plaintiff herself reported the dog bite to the Wauwatosa Police Department the following day that any official investigation commenced.
51. The failure by Defendants to report the incident and provide emergency aid reflects a reckless and callous disregard for Plaintiff's welfare and for the broader public interest in documenting and investigating serious injuries on commercial premises.
52. These failures also directly violated industry standards and basic principles of security operations, which require incident documentation, medical response, and timely notification to law enforcement when force is used against civilians.

53. Defendants' omissions were not mere oversights—they represented a deliberate failure to act, motivated, upon information and belief, by a desire to minimize liability and avoid public scrutiny of a violent and preventable incident on their premises.

54. As a direct and proximate result of the Defendants' negligence, Plaintiff sustained severe injuries, trauma, and losses for which she is entitled to recover damages.

**COUNT III - GROSS NEGLIGENCE AGAINST ANDY FRAIN SERVICES, INC.
AND MAYFAIR MALL LLC**

55. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.

56. At all times relevant, Defendants had a duty to exercise reasonable and prudent care in selecting, training, supervising, and deploying their security personnel and K-9 units, particularly in a public and high-traffic environment such as Mayfair Mall.

57. Defendants were aware or, in the exercise of reasonable diligence, should have been aware that the use of K-9 units carried a heightened risk of injury to innocent bystanders, and that such units required rigorous screening, continuous training, and strict control to ensure public safety.

58. Despite this duty, Defendants engaged in conduct that constituted gross negligence, including but not limited to:

- a. Failing to properly screen and evaluate Ingram for fitness and qualifications to serve as a K-9 handler in a crowded civilian setting;
- b. Allowing Ingram to perform his duties without sufficient training or supervision, despite the clear risks posed by deploying a bite-trained K-9 in proximity to members of the public;
- c. Failing to ensure the K-9, Blue, had proper certifications, temperament assessments, or recall training necessary for safe public interaction;

- d. Allowing Ingram to operate unsupervised during high-conflict situations where he ultimately dropped the leash, causing the K-9 to engage and attack Plaintiff without provocation or command;
- e. Continuing to use and deploy the K-9 unit despite lacking safeguards, protocols, or oversight procedures to prevent foreseeable harm to mall patrons;
- f. Failing to intervene, retrain, or remove the K-9 handler and/or K-9 from duty despite the risks and deficiencies that were or should have been apparent prior to the incident.

59. Defendants' conduct was not the result of mere oversight or error, but rather reflected a conscious disregard for known and substantial risks to public safety. The harm to Plaintiff was a direct and foreseeable consequence of Defendants' decision to place an unqualified handler and an inadequately trained K-9 in a public-facing security role without appropriate precautions.

60. As a direct and proximate result of Defendants' gross negligence, Plaintiff suffered serious physical injuries, emotional distress, medical expenses, and other damages, for which Defendants are jointly and severally liable.

61. Plaintiff further alleges that Defendants' conduct was so egregious, reckless, and conscious in disregard of safety as to warrant the imposition of punitive damages under Wisconsin law.

**COUNT IV - NEGLIGENT ENTRUSTMENT AGAINST ANDY FRAIN
SERVICES, INC. AND MAYFAIR MALL LLC**

62. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.

63. At all relevant times, Defendants had a duty to exercise reasonable care in the selection, training, supervision, and deployment of their security personnel and equipment, including the entrustment of K-9 units and handlers for use in public-facing security roles at Mayfair Mall.

64. Defendants either knew or, in the exercise of reasonable care, should have known that Ingram was not properly trained, supervised, or equipped to handle a security dog in a crowded commercial environment.
65. Likewise, Defendants knew or should have known that the K-9 named Blue was aggressive, insufficiently trained for public deployment, or otherwise posed a foreseeable danger to the safety of mall patrons.
66. Despite these known or knowable risks, Defendants negligently entrusted both the K-9 and the authority to use it to Ingram by:
- a. Assigning Ingram to handle a bite-trained K-9 in a busy public setting without ensuring that he had received appropriate certification, supervision, or experience;
 - b. Failing to investigate or verify Ingram's fitness to manage the heightened responsibilities and risks associated with a K-9 security detail;
 - c. Authorizing Ingram to operate unsupervised in high-conflict scenarios where proper leash control and restraint were critical;
 - d. Permitting deployment of a K-9 unit without sufficient safeguards, protocols, or risk assessments to ensure the safety of bystanders, including the Plaintiff;
 - e. Ignoring or failing to detect red flags regarding the dog's temperament, behavior, or training deficiencies, including its inability to release a bite on command;
 - f. Entrusting Ingram and the K-9 with responsibilities that exceeded their training, capabilities, or supervision.
67. The result of this negligent entrustment was the unprovoked attack on Plaintiff by a K-9 that was allowed to engage without cause or control.

68. Ingram lost physical control of the K-9 in a volatile situation, leading to repeated bites to Plaintiff's ankle while she was unarmed, uninvolved in the initial altercation, and offering no resistance or threat to public safety.
69. Defendants' entrustment of dangerous instrumentalities specifically, a bite-trained dog and the authority to deploy it to an unqualified or unfit individual, under circumstances where harm to innocent parties was foreseeable, constituted a breach of their duty of care.
70. As a direct and proximate result of Defendants' negligent entrustment, Plaintiff suffered physical injuries, emotional trauma, medical expenses, and other compensable damages.
71. Plaintiff further alleges that Defendants' actions demonstrate a reckless disregard for public safety sufficient to support an award of punitive damages under Wisconsin law.

**COUNT V - NEGLIGENCE PER SE AGAINST ANDY FRAIN SERVICES, INC.,
MAYFAIR MALL LLC, AND BROOKFIELD PROPERTIES RETAIL INC.**

72. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.
73. Wisconsin law, specifically Wis. Stat. § 95.21, requires that any domestic animal involved in a biting incident must be quarantined and observed for signs of rabies for a period of at least ten (10) days. The statute imposes a mandatory legal duty to quarantine a dog after it bites a person, and violations of this duty may give rise to liability under the doctrine of negligence per se.
74. On or about March 28, 2025, Plaintiff was bitten by a K-9 security dog while she was lawfully present at Mayfair Mall. This incident triggered the statutory obligation to quarantine the dog.
75. Despite this clear legal requirement, Defendants failed to comply. Specifically:
- a. The handler, Ingram, was terminated less than 24 hours after the incident, and the K-9 was immediately removed from the state of Wisconsin and sent to Indiana, thereby

preventing local authorities from quarantining or evaluating the animal as required by law;

- b. Because the K-9 was moved out of jurisdiction, Neighborhood Services was unable to implement the statutory quarantine and observation process;
- c. The relocation deprived Plaintiff and public health officials of the opportunity to assess the risk of rabies, and may have necessitated unnecessary post-exposure treatment for Plaintiff.

76. The conduct of Defendants in failing to notify authorities, and then swiftly removing both the K-9 and handler from jurisdiction, constitutes a clear violation of Wis. Stat. § 95.21 and is actionable as negligence per se.

77. The statute was enacted to protect individuals from the risk of communicable diseases following animal bites, and Plaintiff is squarely within the class of persons it was designed to protect.

78. As a direct and proximate result of Defendants' statutory violation, Plaintiff suffered:

- a. Physical injuries from the bite itself;
- b. Emotional distress and anxiety related to the inability to confirm the health status of the dog;
- c. Potential medical treatment due to the unknown rabies status of the K-9;
- d. Further harm resulting from the concealment and interference with lawful investigation.

79. Plaintiff seeks compensatory damages and any other relief the Court deems just and proper under Wisconsin law.

**COUNT VI - BATTERY AGAINST ANDY FRAIN SERVICES, INC. AND
MALCOM DEVONN INGRAM**

80. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.

81. Under Wisconsin law, battery is the intentional, unpermitted, and harmful or offensive physical contact with another person. A battery may be committed by the direct act of a person or through an instrumentality, including an animal under that person's control. An employer may also be held liable for battery committed by its employee acting within the scope of employment.

82. On or about March 28, 2025, Plaintiff was lawfully present at Mayfair Mall when a security K-9, deployed and under the control of Defendants, bit Plaintiff on the ankle.

83. Without provocation, justification, or legal authority, Ingram lost control of the K-9 during a public altercation, allowing the dog to lunge at Plaintiff and bite her twice on the right ankle.

84. The second bite involved a prolonged hold while Plaintiff was on the ground, defenseless and visibly in distress. At no time did Plaintiff threaten anyone, resist direction, or pose any danger that would justify the use of force—let alone force involving a bite-trained security dog.

85. The conduct of Defendant Ingram, in releasing control of the K-9 and failing to prevent or stop the attack, resulted in harmful and offensive physical contact with Plaintiff's body. The K-9, under Ingram's direction and control, was used as an instrumentality to inflict physical harm, making both Ingram and Andy Frain liable for battery.

86. The battery was intentional in that it was the product of deliberate actions or omissions: deploying a K-9 into a crowded area, failing to maintain physical control of the leash, failing to issue or execute a proper release command, and allowing the K-9 to attack a bystander without provocation.

87. The bite caused Plaintiff to suffer visible injuries, including but not limited to puncture wounds, bruising, swelling, and abrasions, and subjected her to severe pain and emotional trauma. The contact was objectively offensive and harmful and would be so regarded by a reasonable person in Plaintiff's position.
88. Defendant Andy Frain is liable for the actions of Ingram, as the use of the dog to effect physical force is equivalent to a direct bodily act by its personnel. The K-9 was not operating autonomously; it was being actively used as a tool of force by Ingram acting on behalf of Andy Frain.
89. The force used through the K-9 was unnecessary, grossly disproportionate to any perceived risk, and executed in a manner that disregarded Plaintiff's safety and bodily integrity.
90. As a direct and proximate result of the battery committed by the K-9 deployed and controlled by Defendants, Plaintiff sustained:
- a. Physical injuries;
 - b. Severe pain and suffering;
 - c. Emotional distress and trauma;
 - d. Disfigurement;
 - e. Past and future medical expenses;
 - f. Lost enjoyment of life;
 - g. And other general and special damages to be proven at trial.
91. The conduct of Defendants was malicious, reckless, and carried out with conscious disregard for the rights and safety of others, particularly innocent patrons in a retail environment. Plaintiff therefore seeks compensatory and punitive damages under Wisconsin law.

**COUNT VII - ASSAULT AGAINST ANDY FRAIN SERVICES, INC. AND
MALCOM DEVONN INGRAM**

92. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.
93. Under Wisconsin law, assault is defined as an unlawful threat or attempt, coupled with the apparent ability to carry out the threat, to do bodily harm to another, which causes the victim to reasonably fear or apprehend imminent harmful or offensive contact.
94. On or about March 28, 2025, Plaintiff was lawfully present at Mayfair Mall when Ingram, while acting as a K-9 handler for Defendant Andy Frain, deployed a bite-trained K-9 into a public area of the mall during or shortly after a physical altercation between other individuals.
95. Although Plaintiff was not involved in the initial altercation and posed no threat to anyone, she was suddenly and aggressively approached by the K-9 unit. Ingram, having lost control of the dog's leash during the commotion, allowed the K-9 to lunge at Plaintiff and bite her ankle without provocation or legal justification.
96. Ingram had actual or apparent authority to deploy force through the K-9 and did so in a manner that was reckless, excessive, and unsupported by any lawful need for force or control. Plaintiff neither resisted nor engaged in any conduct that could reasonably justify the use of force, much less a physical assault by a security animal.
97. The K-9's deployment, attack posture, and eventual bite were conducted under the control or direction of Ingram and in the course and scope of his employment with Andy Frain.
98. Both Ingram and Andy Frain are therefore liable for the intentional and unlawful threat of bodily harm that caused Plaintiff to experience fear, distress, and apprehension of imminent physical contact.

99. As a direct and proximate result of the assault committed by Defendant Andy Frain Services, Inc., Plaintiff suffered:
- a. Emotional distress and psychological trauma;
 - b. Fear and anxiety;
 - c. Physical pain and injuries resulting from the apprehended and actual harm;
 - d. Medical expenses; and
 - e. Other economic and non-economic damages in an amount to be proven at trial.
100. The assault occurred in a public setting and was the result of grossly negligent, reckless, and improper use of a force-capable K-9 unit in violation of accepted standards of conduct, warranting the imposition of punitive damages under Wisconsin law.

**COUNT VIII - EXCESSIVE FORCE AGAINST ANDY FRAIN SERVICES, INC.
AND MALCOM DEVONN INGRAM**

101. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.
102. Under Wisconsin common law, a private individual or entity, such as a security officer or their employer, may be held liable for the use of excessive force when force used in the course of private security operations exceeds what is reasonable or necessary under the circumstances.
103. At all relevant times, Defendant Ingram was employed by Andy Frain as a private security K-9 handler operating at Mayfair Mall. Ingram was acting within the scope of his employment when he deployed force against Plaintiff through the use of a bite-trained K-9.
104. On that date, Plaintiff, a law-abiding customer, was lawfully present at Mayfair Mall when she was attacked by a security K-9 deployed and controlled by Defendant Ingram.

105. The K-9, which had been brought into the area in response to a reported disturbance, was deployed despite the fact that the conflict had already ended and Plaintiff was not involved, nor was she exhibiting any threatening, aggressive, or unlawful behavior.
106. The K-9 first bit Plaintiff on the ankle, released, and then bit again—this time maintaining a prolonged and forceful grip while Plaintiff was prone and defenseless. The force continued for an extended duration as Ingram visibly struggled, but failed, to recall or disengage the animal.
107. Ingram's failure to control or command the K-9, along with the deployment of the dog under such circumstances, amounted to excessive and objectively unreasonable force under the totality of the circumstances.
108. The use of the K-9 to apply force against Plaintiff—who posed no threat—was neither necessary nor proportionate, and no reasonable private security officer in the same situation would have used such force.
109. The conduct of Ingram, acting as an employee and agent of Andy Frain, reflects a clear failure to follow accepted standards for the use of force, particularly those involving dangerous animals in crowded public settings.
110. As a direct and proximate result of the excessive force used by the K-9 and its handler, Plaintiff suffered:
- a. Physical injuries including puncture wounds, bruising, swelling, and abrasions;
 - b. Significant pain and suffering;
 - c. Emotional distress, trauma, and fear;
 - d. Medical expenses and future care needs;
 - e. Loss of enjoyment of life; and

f. Other compensable damages in an amount to be determined at trial.

111. The deployment of the K-9 under the specific circumstances of this case—where the Plaintiff was non-threatening and uninvolved in any criminal conduct—was reckless, wanton, and showed a conscious disregard for the safety and dignity of others, justifying an award of punitive damages under Wisconsin law.

**COUNT IX - PREMISES LIABILITY AGAINST MAYFAIR MALL LLC
AND BROOKFIELD PROPERTIES RETAIL INC.**

112. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.

113. At all relevant times, Defendants Brookfield Properties and Mayfair Mall owned, operated, managed, maintained, or otherwise controlled the property located at 2500 N. Mayfair Road, Wauwatosa, Wisconsin, commonly known as Mayfair Mall.

114. Plaintiff was lawfully on the premises as an invitee on March 28, 2025, visiting Mayfair Mall for the purpose of shopping and engaging in other commercial activity open to the general public.

115. Under Wisconsin law, property owners and occupiers owe a duty of ordinary care to maintain their premises in a reasonably safe condition and to protect invitees from foreseeable risks of harm, including those created by the acts of third parties when such conduct is foreseeable.

116. Defendants Brookfield Properties and Mayfair Mall were aware of prior security incidents on the premises, including serious disturbances and a mass shooting in 2020 that prompted the deployment of K-9 security patrols as a new safety measure.

117. By employing private security forces with K-9 units on-site, the Defendants voluntarily undertook and assumed a duty to exercise reasonable care in overseeing the implementation and operation of security measures to prevent injury to mall patrons.

118. On March 28, 2025, the Defendants failed to exercise reasonable care in maintaining a safe premises when they:
- a. Allowed an inadequately trained and improperly supervised K-9 handler to patrol a crowded public shopping area;
 - b. Permitted a dangerous and aggressive security dog to be deployed near uninvolved civilians without any imminent threat or justification;
 - c. Failed to monitor or review the performance and qualifications of their security contractors and agents; and
 - d. Did not implement or enforce policies to ensure that use-of-force, particularly by animals, was restricted, regulated, and controlled in a public retail environment.
119. The failure to ensure the safe and proper deployment of security dogs and handlers on the premises created an unreasonable and foreseeable risk of harm to mall patrons, including Plaintiff.
120. As a result of this failure, Plaintiff was attacked by a K-9 employed as part of the Defendants' security measures, sustaining serious physical injuries and emotional trauma.
121. The Defendants were in a position to prevent the incident through the exercise of ordinary care in the selection, oversight, and regulation of the K-9 unit and its handlers and had a non-delegable duty to maintain a safe environment for invitees such as Plaintiff.
122. Defendants' failure to do so directly and proximately caused Plaintiff's injuries and damages, including but not limited to:
- a. Pain and suffering;
 - b. Physical injury;
 - c. Emotional distress and trauma;

- d. Medical expenses;
- e. And other general and special damages.

123. The Defendants' conduct in allowing a dangerous security practice to operate unchecked on their premises constituted a breach of their duty of care and entitles Plaintiff to full recovery under Wisconsin's premises liability law.

**COUNT X - INTENTIONAL CONCEALMENT AND DESTRUCTION OF
EVIDENCE AGAINST ANDY FRAIN SERVICES, INC., MAYFAIR MALL LLC,
AND BROOKFIELD PROPERTIES RETAIL INC.**

124. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.

125. Under Wisconsin law, parties to litigation or potential litigation have a duty to preserve relevant evidence. Intentional concealment, destruction, or removal of evidence may support an independent cause of action or justify evidentiary sanctions, including adverse inference instructions.

126. In this case, immediately following the incident, the following actions were taken:

- a. Ingram was terminated from his position within 24 hours of the attack;
- b. The K-9 was transferred out of the state to Indiana, despite the pending need for quarantine, medical evaluation, and local investigation;
- c. Defendants failed to notify law enforcement or animal control authorities about the bite when police were initially present at the scene.
- d. These actions were undertaken before any meaningful investigation could occur and effectively precluded government authorities from enforcing quarantine requirements, conducting interviews, gathering documentation, or examining the animal involved.

127. Defendants' conduct constitutes intentional concealment and destruction of evidence, undertaken with the knowledge that litigation was likely or foreseeable given the nature and severity of Plaintiff's injuries.
128. This willful interference with Plaintiff's ability to investigate and pursue her claims undermines the integrity of the judicial process and supports a finding of spoliation and liability for damages. It also warrants an adverse inference, that had the evidence been preserved, it would have been unfavorable to Defendants.
129. As a direct and proximate result of this intentional conduct, Plaintiff has suffered:
- a. Prejudice in her ability to fully investigate and prove her claims;
 - b. Inability to secure confirmation regarding the K-9's rabies vaccination and training status;
 - c. Heightened emotional distress due to the unknown health and behavioral history of the K-9;
 - d. Additional time, expense, and burden in pursuing justice.
130. Plaintiff seeks compensatory damages, appropriate sanctions, and an adverse inference instruction that the K-9 and its handler were unfit, dangerous, and improperly trained and supervised.

COUNT XI - VIOLATION OF WISCONSIN SAFE PLACE STATUTE (WIS. STAT. § 101.11) AGAINST MAYFAIR MALL LLC AND BROOKFIELD PROPERTIES RETAIL INC.

131. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.
132. The Wisconsin Safe Place Statute, Wis. Stat. § 101.11, imposes a non-delegable duty upon employers and owners of public buildings to construct, repair, and maintain such places as to render them as safe as the nature of the premises reasonably permits.

133. At all relevant times, Defendants Brookfield Properties and Mayfair Mall owned, operated, and/or were in control of the premises known as Mayfair Mall, located at 2500 N. Mayfair Road, Wauwatosa, Wisconsin.
134. Mayfair Mall is a public building and place of employment within the meaning of Wis. Stat. § 101.11. The statute applies to premises such as shopping malls that are open to the public and operated for commercial purposes.
135. On or about March 28, 2025, Plaintiff was an invitee lawfully on the premises for the purpose of shopping and engaging in other commercial activity. As such, she was within the class of persons the Safe Place Statute was intended to protect.
136. The Defendants had a statutory and legal obligation to maintain Mayfair Mall in a condition as safe as the nature of the building and its use would reasonably permit, including protecting patrons from foreseeable dangers arising from security operations conducted on the premises.
137. By implementing and overseeing the use of K-9 security patrols, the Defendants assumed the duty to ensure such practices were conducted in a manner that would not pose unnecessary or unreasonable danger to the public.
138. Despite this duty, the Defendants:
- a. Allowed a dangerous and aggressive K-9 unit to operate in a public shopping environment;
 - b. Failed to ensure the dog and handler were adequately trained, supervised, and controlled;
 - c. Failed to adopt or enforce safety policies or use-of-force protocols appropriate for K-9 deployment in a civilian setting;

- d. And failed to intervene, supervise, or review security operations that created foreseeable hazards to public safety.

139. These failures resulted in the creation and continuation of a hazardous condition on the premises—namely, the uncontrolled and excessive use of force by a K-9 on a non-threatening patron—which rendered the property unsafe in violation of the Safe Place Statute.

140. The hazardous condition was not latent, and it was either known to the Defendants or should have been known through the exercise of ordinary care, especially in light of:

- a. Prior security incidents and disturbances at the mall;
- b. The decision to implement armed or canine security as a countermeasure;
- c. And the inherently dangerous nature of deploying attack-trained dogs in close proximity to innocent members of the public.

141. As a direct and proximate result of the Defendants' failure to maintain the premises in as safe a condition as the nature of the business would reasonably permit, Plaintiff suffered:

- a. Severe physical injuries;
- b. Pain and suffering;
- c. Emotional trauma and distress;
- d. Medical expenses;
- e. And other damages to be proven at trial.

142. The Defendants' failure to comply with their non-delegable duties under Wis. Stat. § 101.11 constitutes negligence per se and entitles Plaintiff to recovery under the Wisconsin Safe Place Statute.

COUNT XII - VICARIOUS LIABILITY AGAINST ANDY FRAIN SERVICES, INC., MAYFAIR MALL LLC, AND BROOKFIELD PROPERTIES RETAIL INC.

143. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.

144. At all relevant times, Defendant Ingram was employed by Andy Frain and was acting within the course and scope of his employment when he deployed a K-9 unit in the performance of his security duties at Mayfair Mall.

145. Ingram's conduct specifically, his failure to maintain control of the K-9, his deployment of excessive force, and his inability to prevent or mitigate the unprovoked attack on Plaintiff was undertaken during his assigned shift, while wearing a uniform provided by Andy Frain, and in furtherance of the security responsibilities contracted for by Defendants Mayfair Mall and Brookfield Properties.

146. As Ingram's employer, Andy Frain is vicariously liable under the doctrine of respondeat superior for all tortious acts committed by Ingram within the scope of his employment, including assault, battery, negligence, negligent infliction of emotional distress, and the use of excessive force through a K-9.

147. Additionally, Mayfair Mall and Brookfield Properties are also vicariously liable for the acts of Ingram and Andy Frain under the doctrines of agency, non-delegable duty, and operational control, because:

- a. They exercised authority and oversight over security operations conducted on their premises;
- b. They contracted with Andy Frain to provide and manage K-9 security services for the direct benefit of the mall's business interests and patron safety;
- c. They retained control over the physical premises and had the power to direct, limit, or remove contractors and agents acting under their authority;

- d. They were actively involved in implementing or approving the use of K-9 units in response to prior incidents on mall property;
- e. They allowed security personnel to interact with and apply force against members of the public on their behalf and in furtherance of their commercial objectives.

148. Under Wisconsin law, a property owner or operator may be held vicariously liable for the negligent or tortious acts of contractors or agents when those individuals are carrying out the business purposes of the owner in a manner that implicates the owner's duty to maintain a safe environment.

149. Here, the use of a K-9 unit to control mall patrons was within the scope of the business operations and safety protocols authorized by Mayfair Mall and Brookfield Properties. The failure to control or properly supervise that force resulted in direct harm to Plaintiff, who was an invitee lawfully on the premises.

150. The Defendants either knew or should have known of the potential dangers posed by using K-9 security patrols in a busy commercial shopping environment, and yet continued to allow and authorize those activities without adequate oversight, policies, or limitations.

151. Because the security personnel and K-9 unit were acting under the authority, direction, and benefit of the Defendants, and because the acts giving rise to Plaintiff's injuries occurred in the performance of those duties, Brookfield Properties and Mayfair Mall are vicariously liable for the torts committed by their agents and representatives.

152. As a direct and proximate result of the actions taken by security personnel operating under the authority and control of the Defendants, Plaintiff suffered:

- a. Physical injuries;
- b. Pain and suffering;

- c. Emotional distress and psychological trauma;
- d. Medical expenses;
- e. And other compensable damages to be established at trial.

153. Accordingly, the Defendants are liable for all tortious acts committed by their security contractors and personnel—including the acts of battery, assault, and excessive force—under the doctrines of respondeat superior, apparent authority, and agency law.

**COUNT XIII - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(IIED) AGAINST ANDY FRAIN SERVICES, INC. AND
MALCOM DEVONN INGRAM**

154. Plaintiff hereby incorporates all preceding paragraphs as though fully set forth herein.

155. Under Wisconsin law, a claim for Intentional Infliction of Emotional Distress (IIED) requires: (1) the defendant intended to cause emotional distress by their conduct; (2) the conduct was extreme and outrageous; (3) the conduct was a cause-in-fact of the plaintiff's emotional distress; and (4) the emotional distress was severe.

156. While acting in the course and scope of his employment for Andy Frain, Defendant Ingram intentionally deployed a bite-trained K-9, Blue, in a crowded civilian setting and allowed the dog to engage in prolonged, violent, and unjustified physical contact with Plaintiff.

157. Ingram, acting as a security officer with specialized authority to handle a K-9, failed to maintain control of the dog and permitted it to bite Plaintiff without provocation. The K-9 first bit Plaintiff, briefly released, and then bit her again, holding its grip as she lay helpless and prone on the ground.

158. Despite Ingram's frantic efforts, the dog would not release its hold, resulting in prolonged terror and helplessness for Plaintiff, who was surrounded by onlookers and unable to escape or protect herself.
159. This conduct was not only unjustified, but it was extreme, outrageous, and entirely disproportionate to the circumstances. At no point was Plaintiff involved in any disturbance, nor did she pose a threat to anyone's safety. The force used was deliberate and deployed in a manner that displayed a reckless disregard for Plaintiff's emotional and physical well-being.
160. Ingram's failure to maintain control of a known force-capable animal and Andy Frain's entrustment of that authority to an unqualified or unfit handler demonstrates a conscious disregard of the likelihood that innocent civilians—such as Plaintiff—could suffer terror, trauma, and injury as a result.
161. As a direct and proximate result of Defendants' conduct, Plaintiff experienced severe emotional distress, including but not limited to:
- a. Intense fear and shock during the attack;
 - b. Post-traumatic stress, anxiety, and hypervigilance following the incident;
 - c. Difficulty sleeping, recurring nightmares, and persistent emotional distress;
 - d. Embarrassment and humiliation in public view;
 - e. Ongoing psychological pain and suffering requiring continued treatment or therapy.
162. The emotional distress suffered by Plaintiff was substantial, enduring, and exceeds what would be expected from a routine personal injury. The nature of the force used—prolonged dog bites in a public setting with no provocation makes Defendants' conduct so outrageous and extreme that it shocks the conscience.

163. Defendant Andy Frain is vicariously liable for the conduct of Ingram, who acted within the course and scope of his employment and under the authority granted to him by his employer to handle and deploy K-9 security personnel.
164. Plaintiff seeks judgment against Defendants for compensatory damages, emotional suffering, and punitive damages, as their conduct was reckless, intentional, and malicious, justifying further relief under Wisconsin law.

PRAYER FOR RELIEF

165. **WHEREFORE**, Plaintiff prays for the following reliefs:
- (a) Judgment in favor of the Plaintiff and against the Defendants on all counts set forth in this Complaint;
 - (b) An award of compensatory damages in an amount to be determined at trial, including but not limited to:
 - a. Past and future medical expenses, including emergency care, physician visits, diagnostic testing, psychological counseling, and other medically necessary treatment related to the injuries sustained in the K-9 attack;
 - b. Pain and suffering, both past and future, caused by the physical injuries inflicted by the K-9 and the prolonged nature of the attack;
 - c. Emotional distress and mental anguish, including anxiety, trauma, and psychological harm stemming from the violent and unprovoked nature of the incident;
 - d. Permanent disfigurement, scarring, or loss of function, if any, caused by the dog bite and associated trauma;

- e. Loss of enjoyment of life and lifestyle disruptions due to ongoing pain, treatment, or psychological effects;
 - f. Any other economic damages, including out-of-pocket expenses, wage loss, or future impairment in earning capacity, caused by the incident.
- (c) An award of non-economic damages in an amount determined by the jury to be fair and just based on the severity of the harm, the indignity suffered, and the lasting impact on Plaintiff's life;
- (d) An award of punitive damages against Defendant Andy Frain Services, Inc. for its reckless, willful, and wanton disregard for the safety and rights of Plaintiff in the deployment and management of dangerous K-9 force; and against Defendants Brookfield Properties Retail Inc. and Mayfair Mall LLC to the extent they authorized, ratified, or failed to prevent the reckless and unsafe use of such security practices, or participated in the concealment or mishandling of the incident;
- (e) An award of prejudgment interest, post-judgment interest, costs of litigation, and reasonable attorneys' fees as allowed by law;
- (f) Such other and further legal or equitable relief as this Court deems just and appropriate under the circumstances.

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY.

Dated this 7th day of April 2025.

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