26CV047996-590

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
26CVS

FRANK SCOTT HASKELL, ADMINISTRATOR OF THE ESTATE OF IRYNA ZARUTSKA (Deceased),

Plaintiff,

vs.

CITY OF CHARLOTTE and PROFESSIONAL POLICE SERVICES, INC. d/b/a and a/k/a PROFESSIONAL SECURITY SERVICES,

Defendants.

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Frank Scott Haskell, Administrator of the Estate of Iryna Zarutska (Deceased), by and through his undersigned attorney, complaining of Defendants City of Charlotte and Professional Police Services, Inc. d/b/a and a/k/a Professional Security Services, alleges and says as follows:

INTRODUCTION

This case arises from the preventable death of Iryna Zarutska, a lawful and fare-paying passenger who was fatally stabbed while riding the Lynx Blue Line light rail in Charlotte, North Carolina, on August 22, 2025. Defendants operated, controlled, and provided security for the CATS light rail system. Long before Iryna Zarutska boarded that train, Defendants knew that violent crime had repeatedly occurred on and around the Blue Line and the Charlotte Transportation Center. Despite that knowledge, Defendants failed to use reasonable and available safety measures, including fare enforcement, physical access barriers, adequate staffing, effective security deployment, monitoring, and passenger warnings. Defendants were responsible for protecting lawful passengers from known and foreseeable dangers, and their failures caused the fatal stabbing of Iryna Zarutska inside the train.

PARTIES

1. Plaintiff Frank Scott Haskell is a citizen and resident of Mecklenburg County, North Carolina. He is the paternal uncle of Iryna Zarutska and has been appointed by the Mecklenburg County Clerk of Court as Administrator of the Estate of Iryna Zarutska, in Estate File 25E003626-

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590. In that capacity, Mr. Haskell is authorized and is the proper party to bring this action on behalf of and for the benefit of the Estate of Iryna Zarutska, pursuant to North Carolina law.

2. Defendant City of Charlotte was and is a municipal corporation and local government existing by and defined by North Carolina General Statutes § 160A-470(b), duly chartered and existing pursuant to North Carolina General Statutes § 160A-11 and vested with corporate powers and rights as specified in N.C. Gen. Stat. § 160A-11, including, but not limited to, the capacity to sue and be sued. At all relevant times, upon information and belief, Defendant City of Charlotte has been a municipal corporation and a body politic and corporate. Defendant City of Charlotte operates a commercial transit system, commonly referred to as the Charlotte Area Transit System ("CATS"). At all times relevant to this action, Defendant City acted through its managers and policy makers, including the officers and other employees of the CATS; and the acts, edicts, and practices of said persons represent the official policies of Defendant City. The City of Charlotte operates CATS in the Charlotte and greater Mecklenburg County area for profit and for the transportation of passengers; it holds itself out to the public as engaged in the public business of transporting persons from place to place for a fee, and as such Defendant City of Charlotte through CATS is a common carrier.

3. At all times relevant to this action, Defendant Professional Police Services, Inc., is and was a corporation doing business as ("d/b/a") Professional Security Services, (hereafter "Defendant Professional Security Services", "Defendant PSS" or "PSS") was a corporation duly organized and existing under the laws of the State of North Carolina and was registered to do business and regularly transacts business in Mecklenburg County, North Carolina. Defendant Police Services registered agent for service of process is Jameson P. Wells, 910 East Blvd, Suite 200, Charlotte NC 28203-4855, Mecklenburg County.

JURISDICTION AND VENUE

4. The Superior Court of the General Court of Justice has jurisdiction over this matter pursuant to N.C.G.S. § 7A-240, § 7A-243, and § 1-75.4.

5. Venue lies in Mecklenburg County, North Carolina pursuant to N.C.G.S. § 1-79 and Mecklenburg County is where this cause of action alleged in this Complaint arose.

6. The amount in controversy exceeds Twenty-Five Thousand Dollars ($25,000.00) and is greater than the jurisdictional limit of this Court.

THE FATAL LIGHT RAIL ATTACK

7. On Friday, August 22, 2025, at approximately 9:46 p.m., following a work shift at a local pizzeria, Iryna Zarutska boarded the CATS Lynx Blue Line light rail at the Scaleybark station in the South End neighborhood of Charlotte.

8. At all times relevant, Iryna Zarutska was a lawful patron and fare-paying rider of the CATS Lynx Blue Line light rail.

9. Following her shift at a local pizzeria, Iryna Zarutska intended to ride the Blue Line 12 stops from the Scaleybark Station to the 36th Street Station.

10. Prior to Iryna Zarutska boarding the light rail at the Scaleybark Station, a non-fare paying rider, Decarlos Brown Jr., was already present on the CATS Lynx Blue Line light rail.

11. Upon information and belief, Decarlos Brown Jr. rode a CATS bus to the Charlotte Transportation Center or "CTC", where he boarded the CATS Lynx Blue Line light rail.

12. The Charlotte Transportation Center or "CTC" is one of the stops on the Lynx Blue Line light rail.

13. At all times relevant on August 22, 2025, Decarlos Brown Jr. rode a CATS bus and light rail without paying a fare and without any fare enforcement by either of the Defendants.

14. When Iryna Zarutska boarded the Blue Line light rail train at the Scaleybark Station, she sat directly in front of Decarlos Brown Jr.

15. Upon information and belief, Decarlos Brown Jr. had a prior violent criminal record.

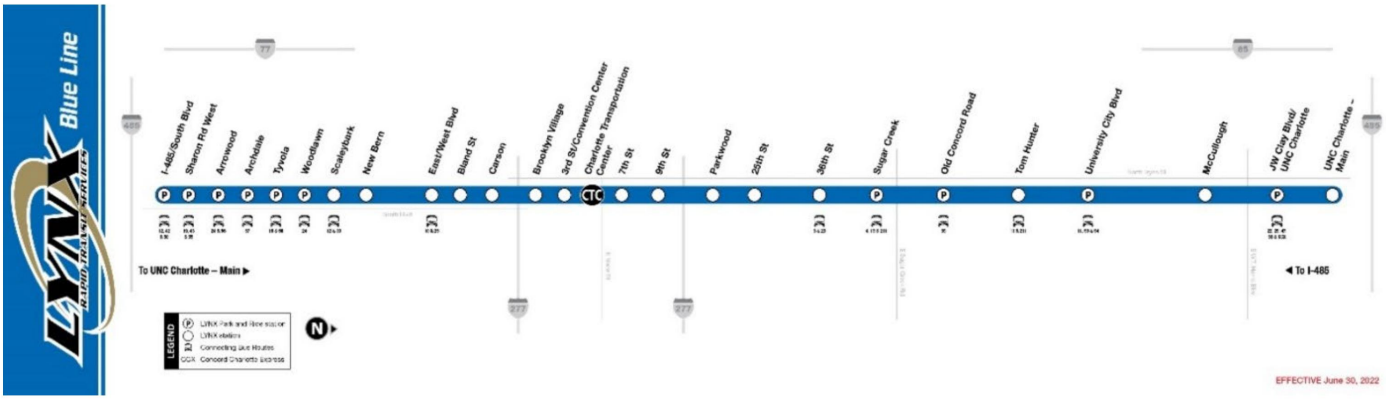
16. Upon information and belief, Decarlos Brown Jr. boarded the Blue Line light rail at the CTC and remained aboard the light rail train for a period of time before the attack, during which his presence and conduct were observable to any security personnel, train operator, or surveillance monitor assigned to the train.

17. Upon information and belief, at approximately 9:50p.m., Decarlos Brown Jr. stabbed Iryna Zarutska in the neck, causing her death in the light rail car.

DEFENDANTS' OPERATION & CONTROL OVER THE CHARLOTTE AREA TRANSIT SYSTEM

18. At all times relevant hereto, including on August 22, 2025, Defendant City of Charlotte operated the Charlotte Area Transit System, also known as "CATS", and owned, operated, managed, supervised, inspected, controlled, and/or maintained the Lynx Blue Line light rail system in Charlotte, Mecklenburg County, North Carolina as part of the CATS.

19. The Blue Line light rail line has been in operation since November 24, 2007, and runs from I-485/South Boulevard to the UNC Charlotte Campus.



20. As of August 22, 2025, the Blue Line light rail has 26 stations.

21. Defendant City of Charlotte operates CATS in the Charlotte and the greater Mecklenburg County area as a revenue-generating enterprise, charging substantial fares to passengers and collecting rents from tenants at its facilities like the CTC.

22. At all relevant times, Defendant City of Charlotte, upon information and belief, has waived immunity by virtue of the purchase of insurance pursuant to the provisions of N.C.G.S. § 160A-485.

23. In the alternative, or in addition thereto, Defendant City of Charlotte has waived immunity by virtue of the fact that both its operation of a light rail transportation system for profit and its operation of the CTC as a landlord are proprietary activities and not governmental functions, in that: (1) the legislature has not specifically described the operation of a transit rail and bus system or the operation of acting as a landlord as a governmental activity; (2) the operation of a transit rail and bus system is not something that only a government can do; (3) the operation of a transit rail and bus system is one not traditionally provided by a governmental entity; (4) the City of Charlotte receives fees, charges for its light rail and bus service and collects rent from its tenants; and (5) upon information and belief, the fees, charges, and collected rents more than cover the operating costs of the services provided.

Defendant City of Charlotte's Private Security Contracts

24. The City of Charlotte contracts with private security companies to staff CATS's security operations.

25. On October 25, 2018, the City of Charlotte contracted with G4S Secure Solutions (USA), Inc. (G4S) for transit security services for the CATS system. The term of the contract was three years and was to expire on October 10, 2021, with two additional one-year contract extensions.

26. On October 1, 2021, the 2018 contract was assigned to Universal Protection Service, LLC d/b/a Allied Universal Security Services (Allied) because Allied had "materially absorbed G4S."

27. The City of Charlotte exercised both one-year renewal options as allowed by the original G4S contract, which extended original G4S contract through October 10, 2023.

28. On October 5, 2022, in its letter exercising the second renewal option, the City of Charlotte informed Allied that the City was "currently in the process of procuring a new transit security contract" to take over the provision of the CATS's security services after the second and final renewal option of Allied's contract expired.

Defendant City of Charlotte's 2022 RFP and Award to Defendant PSS

29. The City of Charlotte issued a Request for Proposal (RFP) seeking a new contractor to provide security services for the CATS transit facilities on July 19, 2022.

30. The City of Charlotte's July 19, 2022, RFP was split into two parts—one part seeking a contractor to provide "sworn company police" and armed security personnel (collectively, armed security services), and the other part seeking a different contractor for unarmed security services. It states:

> "CATS seeks Proposals from police/security firms experienced in providing police/security services in the public sector, preferably in public transit, including Sworn Company Police, Security Guards with Tasers, and Certified Dispatchers ("Company Police/Security Personnel"). This work will be contracted in part or in whole depending on the proposals received by CATS. If contracted in part, CATS will award a contract for Sworn Company Police, Security Guards with Tasers, and Certified Dispatchers. The other contract will be for Unarmed Security Guards ("Security Guards") only to City certified or registered MWSBE firms."

31. Upon information and belief, in response to its RFP, the City received eight proposals and a review panel evaluated each of the proposals received and did not recommend that the City re-contract with Allied. Two of the other proposals received were from Strategic Security Corporation and Professional Security Services (Defendant PSS). Strategic Security Corporation submitted their proposal for the police officers, dispatch, security guards with Tasers and Unarmed Security Guards portions of the RFP. Defendant PSS only submitted their proposal for unarmed security guards and Security Guards with Taser.

32. The City of Charlotte panel recommended awarding the armed security services portion of the RFP to Strategic Security Corporation (SSC) and the unarmed security services portion of the RFP to Defendant PSS.[1]

33. The Charlotte City Council voted to approve the panel's award recommendation during its meeting on April 10, 2023.

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[1] Charlotte City Council Meeting Minutes, April 20, 2023, pg. 22: https://charlottenc.legistar.com/View.ashx?M=M&ID=1063488&GUID=92436305-EC11-4B29-9C9E-68BC6835097B

34. Upon information and belief, the proposal for unarmed security services was "targeted only" to businesses that were registered and certified with the City's Charlotte Business Inclusion (CBI) program.

35. Upon information and belief, Defendant PSS is a CBI-certified minority business enterprise.[2]

36. After receiving approval from the City Council to move forward with the award, the City executed contracts with Defendant PSS for unarmed security services on July 15, 2023, and with SSC for armed security services on September 17, 2023.

Cancellation of the Armed Security Contract and Expansion of Defendant PSS's Role

37. On or about June 14, 2024, the City of Charlotte cancelled its contract with SSC because SSC "failed to meet certain requirements of the [c]ontract and to perform its duties to the satisfaction of [the] CATS." The cancellation was effective December 14, 2024.

38. Upon information and belief, the Defendant City of Charlotte never issued a new RFP upon the cancellation of SSC's armed security services portion of the contract.

39. Defendant PSS never applied for the armed security services portion of the Defendant City of Charlotte's RFP issued in 2022.

40. Upon information and belief, Defendant City of Charlotte thereafter amended its contract with Defendant PSS such that Defendant PSS would thereafter provide both armed and unarmed security services for the CATS system and this contract remained in force on August 22, 2025.

41. Pursuant to the City of Charlotte's contract with Defendant PSS, Defendant PSS was to provide security services as follows:

> "The security services under this contract will be used to protect CATS properties, which include at a minimum the following areas of CATS operations: revenue buses; revenue collection; transit facilities and assets, including the entire Blue Line (light rail) and Gold Line (streetcar) and future systems consisting of vehicles, station platforms; access areas; park-n-rides and garage facilities; CATS Bus Transit Centers with particular emphasis on the Charlotte Transportation Center (CTC) and other CATS' facilities (See Section 3.3-H, "Site Specific Requirements").[3]

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[2] Charlotte City Council Meeting Minutes, April 20, 2023, pg. 28: https://charlottenc.legistar.com/View.ashx?M=M&ID=1063488&GUID=92436305-EC11-4B29-9C9E-68BC6835097B

[3] CATS July 2023 Security Services Contract, Exhibit D-Scope of Services 3.1.

42. Pursuant to the City of Charlotte's contract with Defendant PSS, Defendant PSS had required staffing levels set forth and "[t]he required staffing levels are considered the minimum staffing for the duration of this Contract…"[4]

43. Defendant City of Charlotte's amended contract with Defendant PSS provides that PSS "shall meet and maintain State of North Carolina required certification and licensing. Officers must comply fully with all North Carolina laws and regulations including but not limited to Chapter 74E and 74C of the North Carolina General Statutes."

44. Defendant City of Charlotte has full access to Defendant PSS' certification and licensing information as well as all other information under Chapter 74E and 74C held at the Attorney General's office.

45. Upon information and belief, Defendant PSS had only 11 armed security guards as "company police officers" registered with the Attorney General's office per Chapter 74E and 74C of the North Carolina General Statutes as of August 22, 2025.

46. The number of armed personnel Defendant PSS actually fielded and registered with the Attorney General's office, fell materially below both the number the Defendant City of Charlotte funded and contractor for.

47. In a statement, CATS said it has been overhauling its security since December 2024, including consolidating its safety operations under its contracted security company Defendant PSS.

48. Since 2022, the City of Charlotte and CATS has entered private security contracts collectively valued at more than $49 million:

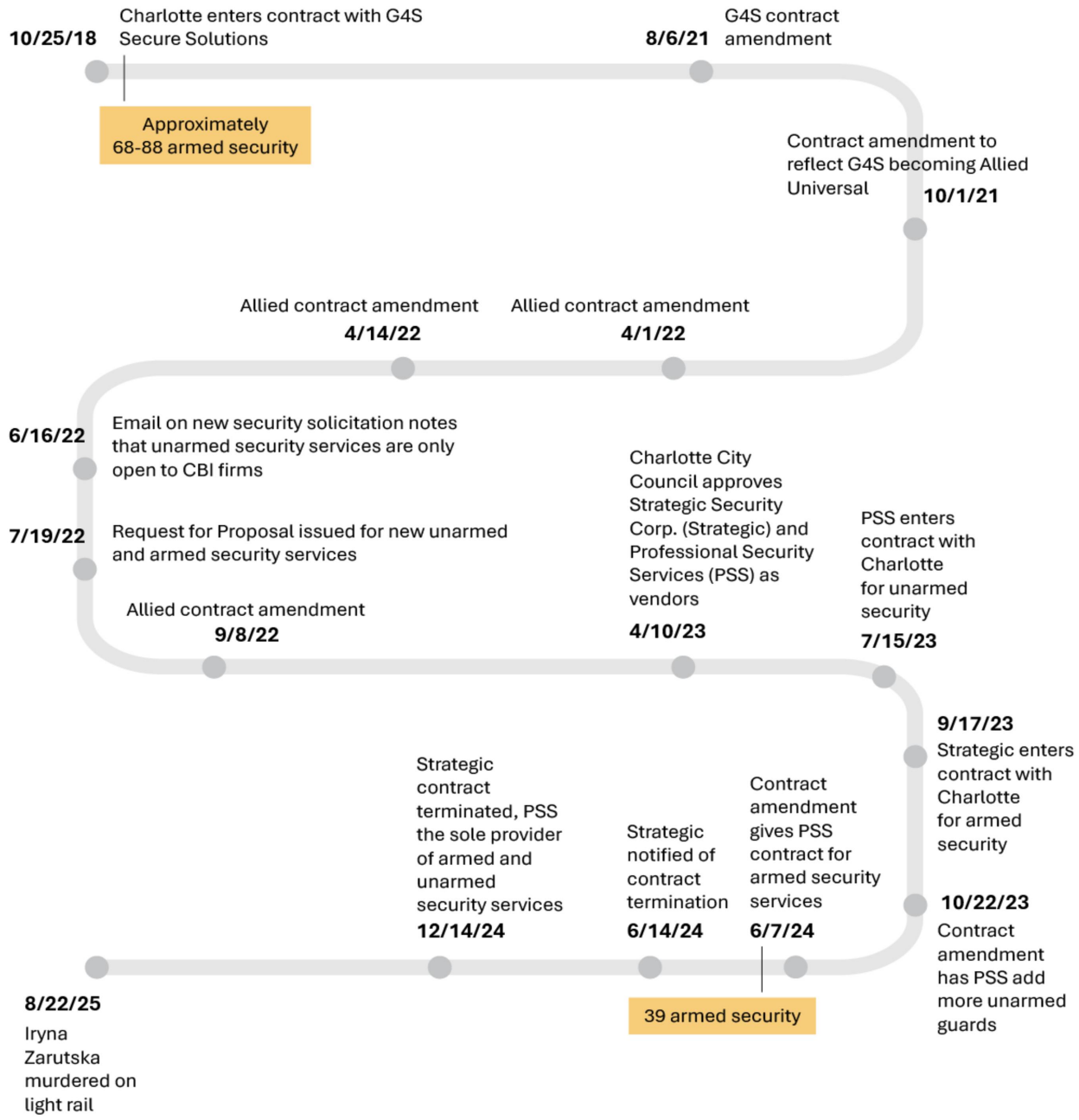
SECURITY SERVICES CONTRACT VALUES FY 2022 TO FY 2026

Fiscal Year	Security Service Contractors	Contract #	Contract Value
2026	Professional Police Services (PSS)	2023000735-2	In Negotiations
2025	Professional Police Services (PSS)	2023000735-2	$18,411,281.68
2024	Strategic Security Corp & Professional Police Services (PSS)	2023000734 & 2023000735-1	$15,984,202.40
2023	Strategic Security Corp & Professional Police Services (PSS)	2023000734 & 2023000735	$11,700,627.20
2022	G4S Secure Solutions / Allied Universal Security Services	2022000507	$5,890,960.00

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[4] CATS July 2023 Security Services Contract, Exhibit D-Scope of Services 3.1.
[5] NC OSA Rapid Response Preliminary Report, September 30, 2025, pg.7: https://www.auditor.nc.gov/rr-2025-cats-preliminary-report/open

49. Pursuant to the September 30, 2025, Rapid Response Preliminary Special Report from State Auditor Dave Boliek, the following image represents the timeline of events in this case:



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[6]NC OSA Rapid Response Preliminary Report, September 30, 2025, pg.9: https://www.auditor.nc.gov/rr-2025-cats-preliminary-report/open

KNOWN SAFETY FAILURES BEFORE IRYNA ZARUTSKA'S DEATH

Understaffing and Lack of Security Guards

50. The City of Charlotte's amended contract with Defendant PSS provides funding for a total of 219 security personnel during fiscal year (FY) 2025 and FY 2026.

Year 2 (FY25):

Item	Description	UOM	Approx. FTEs	Est. Hours	Hourly Rate	Extended Rate
1	Company Police Officer	HR	26	54,080	$46.97	$2,540,137.60
2	Company Police Sergeant	HR	6	12,480	$48.93	$610,646.40
3	Company Police Captain	HR	1	2,080	$56.73	$117,998.40
4	Company Police Account Manager/Deputy Chief of Police	HR	1	2,080	$60.30	$125,424.00
5	Dispatch	HR	8	16,640	$35.41	$589,222.40
6	Armed Security Guard	HR	6	12,480	$42.00	$524,160.00
7	Unarmed Security Guard Facility/Rail Operations	HR	162	336,960	$30.96	$10,432,281.60
8A	Unarmed Security (Sergeants) Facility/Rail Operations	HR	8	16,640	$37.80	$628,992.00
8B	Unarmed Security (Captain) Facility/Rail Operations	HR	1	2,080	$45.60	$94,848.00
		Personnel Totals:	219	455,520		15,663,710.40

51. Upon information and belief, as of August 22, 2025, Defendant PSS had only hired 183 security personnel for the CATS system.

52. At a September 3, 2025, meeting of the Metropolitan Transit Commission (MTC)—the CATS's policy board—Brent Cagle noted that PSS was "currently [providing] 186 personnel and [ ] are continuing to hire with the goal to fully staff up."[7]

53. Upon information and belief, the 2018 contract with G4S provided for 68 armed personnel.

[7] MTC Meeting Packet, September 17, 2025, pg. 15: https://charlottenc.granicus.com/DocumentViewer.php?file=charlottenc_1c1e8068b9093d35add0af342969ae39.pdf&view=1

54. Pursuant to the September 30, 2025 Rapid Response Preliminary Special Report from State Auditor Dave Boliek, of those 219 security personnel, the Defendant City of Charlotte's contract with Defendant PSS provides for up to 39 armed individuals, which represents a reduction in the amount of armed personnel previously provided by G4S by at least 40%.[8]

55. This number of armed personnel is not sufficient to have an armed officer or guard on all of its 48 light rail train cars at once.

56. Defendant PSS's failure to fill even the reduced number of funded positions, left Defendants without the capacity to deploy security personnel to the Blue Line light rail cars at the times and locations where Defendants knew violent crime was concentrated.

57. Pursuant to the Defendant City of Charlotte's contract with Defendant PSS, Defendant PSS has a duty to provide security on the entire Blue Line light rail.

58. No security guard was present on the train where Iryna Zarutska was stabbed on the evening of August 22, 2025.

59. A guard on the light rail train on August 22, 2025, would have deterred and prevented the death of Iryna Zarutska.

Lack of Fare Enforcement and Physical Barriers

60. Pursuant to the Defendant City of Charlotte's contract with Defendant PSS, Defendant PSS has a duty to enforce revenue collection, which includes fare enforcement.

61. There was no fare enforcement of Decarlos Brown Jr. to prevent him, a non-ticketed rider, from riding the light rail on August 22, 2025.

62. However, Defendant City of Charlotte, through CATS, has admitted that they have not been enforcing fare compliance "in order to protect operators from verbal and/or physical assaults arising from fare disputes."[9]

63. There were no physical barriers to prevent non-ticketed riders from riding the light rail on August 22, 2025.

64. On August 17, 2026, the North Carolina Office of the State Auditor (OSA) published its Rapid Response Special Report following its preliminary report from September 12, 2025, containing findings about the CATS's safety and security policies at the time of Iryna Zarutska's death.

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[8] NC OSA Rapid Response Preliminary Report, September 30, 2025, pg.6: https://www.auditor.nc.gov/rr-2025-cats-preliminary-report/open

[9] NC OSA Rapid Response Special Report, August 17, 2026, pg. 4: https://www.auditor.nc.gov/documents/reports/rapid-response/rr-2026-cats-20/open (citing Memorandum from CATS to OSA on November 4, 2025)

65. In the August 17, 2026, NC OSA Rapid Response Special Report, the NC State Auditor's office concluded that CATS has inadequate systems in place to prevent fare evasion finding "CATS has no physical structures (e.g., turnstiles or gates) in place to deter entry by non-ticketed individuals."[10]

a. In the same report, the NC State Auditor's office found that enforcement of fare requirements was scarce and declining: the number of citations issued for fare evasion fell from 4,763 in 2023 to 2,018 in 2025.

b. In the same report, the NC State Auditor's office found that only $550 in fare evasion fines were collected for the light rail system in State Fiscal Year 2025.

c. In the same report, CATS informed the NC State Auditor's office that the number of fare evasion citations dropped because bus drivers were instructed not to enforce fares, and that light rail operators are not tasked with fare collection at all. As a result, on August 22, 2025, no CATS employee or operator was assigned any responsibility for fare enforcement on the Blue Line light rail, and Defendant PSS did not perform the fare enforcement function its contract required.

66. This makes it unusually easy for non-ticketed individuals to board trains and buses and difficult for employees or security personnel to identify non-ticketed riders.

67. Ultimately, the NC Office of the State Auditor recommended in its August 17, 2026, Rapid Response Special Report that "CATS should install gates or turnstiles to deter non-ticketed passengers, especially at light rail stations."[11]

68. The presence of a physical barrier such as a gate or turnstile to board the light rail on August 22, 2025, would have prevented Decarlos Brown Jr. from boarding the light rail and killing Iryna Zarutska.

69. Fare enforcement such as a fare validator or a guard checking tickets to board the light rail on August 22, 2025, would have prevented Decarlos Brown Jr. from boarding the light rail and killing Iryna Zarutska.

70. In the August 17, 2026 NC OSA Rapid Response Special Report, the NC State Auditor's office also concluded, based on calculations provided by CATS, that CATS also lacks adequate procedures and policies to address fare evasion by riders or to enforce the collection of fines arising from fare citations, resulting in the loss of "between $5 million and 6.5 million" in revenue per year."[12]

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[10] NC OSA Rapid Response Special Report, August 17, 2026, pg.3: https://www.auditor.nc.gov/documents/reports/rapid-response/rr-2026-cats-20/open
[11] NC OSA Rapid Response Special Report, August 17, 2026, pg. 5: https://www.auditor.nc.gov/documents/reports/rapid-response/rr-2026-cats-20/open
[12] NC OSA Rapid Response Special Report, August 17, 2026, pg.3-4: https://www.auditor.nc.gov/documents/reports/rapid-response/rr-2026-cats-20/open

71. Per CATS's December 2025 analysis, they estimated the non-paying ridership on the light rail was at 60%.

72. In a letter CATS sent to the FTA on September 25, 2025, CATS outlined its intent to deploy a dedicated Fare Inspection Team, tasked with promoting fare adherence and providing customer assistance. The deployment of a dedicated Fare Inspection Team was feasible and available to Defendants prior to August 22, 2025.

73. CATS plans to install fare validators across CATS buses, streetcars, microtransit vehicles, and light rail platforms by early 2027, but the installation of fare validators was feasible prior to August 22, 2025.

74. A physical barrier, such as a gate or turnstile at the light rail stations would have prevented Iryna Zarutska's death because Decarlos Brown Jr. would not have been permitted to board the light rail on August 22, 2025.

75. Fare enforcement, such as a fare validator, would have prevented Iryna Zarutska's death on August 22, 2025, because Decarlos Brown Jr. would not have been permitted to board the light rail on August 22, 2025.

Lack of Real-Time Coordination with CMPD

76. In the August 17, 2026 NC OSA Rapid Response Special Report, the NC State Auditor's office also concluded that there is "limited interaction between CATS and CMPD" and "at the time of Iryna Zarutska's murder, there was no direct connection between CMPD's Real Time Crime Center and CATS's surveillance camera systems".[13]

Inadequate Risk Assessment and Safety Planning

77. In the August 17, 2026 NC OSA Rapid Response Special Report, the NC State Auditor's office further concluded that "CATS uses U.S. Department of Defense guidelines for assessing operational risks associated with defense systems, rather than the guidelines established by the Federal Transit Authority (FTA) for municipal transit systems."[14]

78. As a result, the NC Office of the State Auditor recommended in its August 17, 2026 Rapid Response Special Report that "CATS Leadership should adopt and implement a PTASP that relies on the FTA's Sample Safety Risk Assessment Matrices for Bus Transit Agencies as its principal methodology for conducting safety and security risk assessments, as this framework is more appropriate for use by transit agencies than DOD's Standard Practice, which assesses the operational risks of defense systems. This will improve CATS's capacity to systematically identify,

[13] NC OSA Rapid Response Special Report, August 17, 2026, pg. 5: https://www.auditor.nc.gov/documents/reports/rapid-response/rr-2026-cats-20/open
[14] NC OSA Rapid Response Special Report, August 17, 2026, pg. 7: https://www.auditor.nc.gov/documents/reports/rapid-response/rr-2026-cats-20/open

evaluate, and mitigate safety hazards, thereby increasing the safety and dependability of transit services for passengers, staff, and the greater Charlotte-Mecklenburg community."[15]

79. Finally, in the August 17, 2026 NC OSA Rapid Response Special Report, the NC State Auditor's office further concluded that CATS's "Multi-Year Capital Investment Plan for safety and security equipment" was "not being implemented in a timely fashion" and did "not fully utilize its allotted budget for FY [fiscal year] 2025."[16]

80. The NC OSA found The City of Charlotte and CATS budgeted $7,650,450 for FY 2025-FY 2029 safety/security equipment, with $2,228,600 planned for FY 2025, but spent only $470,242 in FY 2025, or 21.1%, leaving $1,758,358 unspent and deferring planned security work.

Foreseeability of Violent Crime on and around the Blue Line

81. Since its opening and prior to Iryna Zarutska's killing on August 22, 2025, the Blue Line light rail has been the site of numerous instances of criminal activity.[17]

82. According to news reports by WCNC News and other news outlets, since December of 2024, there have been four other homicide deaths at or around a stop on the Blue Line prior to Iryna Zarutska's slaying, including:

a. December 8, 2024: Joshua Overton, a civilian killed by CATS retained security guards;

b. February 20, 2025: Leshean McBeth, who was robbed then stabbed in the neck and killed at the CTC; and

c. February 24, 2025: An unnamed woman was found dead in a lobby bathroom of the CTC.

d. April 12, 2025: Qualo Daniels was killed at the CTC.

83. The Defendants have been aware of this criminal activity and have taken insufficient action and have neglected their respective duties to keep lawful, fare-paying riders of the CATS system safe on board the Blue Line.

84. Other instances of violence in 2025 included a person being bitten on the arms, a rider reporting sexual assault, and an armed robbery near a station.[18]

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[15] NC OSA Rapid Response Special Report, August 17, 2026, pg. 8: https://www.auditor.nc.gov/documents/reports/rapid-response/rr-2026-cats-20/open

[16] NC OSA Rapid Response Special Report, August 17, 2026, pg. 8: https://www.auditor.nc.gov/documents/reports/rapid-response/rr-2026-cats-20/open

[17] https://www.wbtv.com/2025/08/28/before-deadly-stabbing-least-5-injuries-charlotte-light-rail-2025/

[18] https://www.wcnc.com/article/news/community/transportation/charlotte-transit-leaders-stress-safety-concerns/275-8928116e-f151-4d8d-ab77-3883e21b8748

85. According to news reports by WBTV News and other news outlets, at least five (5) injuries were reported on the CATS light rail system prior to the deadly stabbing of Iryna Zarutska.

86. On December 5, 2025, following the stabbing death of Iryna Zarutska on the Blue Line, there was another stabbing on the light rail.

87. Upon information and belief, CATS maintains an "Exclusion List" identifying, by name and photograph, individuals barred from riding CATS buses and light rail, which as of February 2026 included approximately 175 people. In its August 17, 2026 Rapid Response Special Report, the NC State Auditor's office reported that the suspect in the December 2025 light rail stabbing was named on the CATS Exclusion List at the time of that stabbing. The existence of the Exclusion List demonstrates that Defendants were aware, prior to August 22, 2025, of the risk posed by specific individuals with histories of violent or disqualifying conduct on the CATS system, yet Defendants maintained no effective mechanism—physical, technological, or human—to prevent such individuals from boarding the Blue Line light rail.[19]

88. The Federal Transit Administration recently determined that "the rate of crimes against [CATS] riders is three times the national average."[20]

89. At all times relevant hereto, including on August 22, 2025, Defendants City of Charlotte and PSS were responsible for protecting lawful riders, including Iryna Zarutska, from reasonably foreseeable criminal attacks on the Blue Line light rail cars.

90. At all times relevant hereto, including on August 22, 2025, Defendants City of Charlotte and PSS were responsible for keeping the Blue Line light rail cars in a state consistent with the due regard of the safety of customers, patrons, and invitees on the Blue Line light rail cars, including Iryna Zarutska.

91. At all times relevant hereto, including on August 22, 2025, Defendants City of Charlotte and PSS were responsible for reasonably protecting lawful visitors, including Iryna Zarutska, from foreseeable criminal activity that was likely to endanger the safety of lawful visitors, including Iryna Zarutska, on the Blue Line light rail cars.

92. At all times relevant hereto, including on August 22, 2025, Defendants City of Charlotte and PSS were responsible for exercising reasonable care to discover criminal activity on the Blue Line light rail cars and to reasonably prevent or control such criminal activity upon its discovery.

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[19]NC OSA Rapid Response Special Report, August 17, 2026: https://www.auditor.nc.gov/documents/reports/rapid-response/rr-2026-cats-20/open

[20]MTC Meeting Packet, September 17, 2025, pg. 59: https://charlottenc.granicus.com/DocumentViewer.php?file=charlottenc_1c1e8068b9093d35add0af342969ae39.pdf&view=1

93. At all times relevant hereto, including on August 22, 2025, Defendants City of Charlotte and PSS had the right to enter the Blue Line light rail cars to inspect and monitor the premises for hazardous, dangerous, or unsafe conditions and to ensure the property Defendants City of Charlotte owned and Defendant PSS was retained to protect was operated safely for customers, guests, and invitees, including members of the general public and lawful riders like Iryna Zarutska.

94. At all times relevant hereto, including on August 22, 2025, Defendants City of Charlotte and PSS were responsible for the upkeep, security, and maintenance of the Blue Line light rail cars.

95. At all times hereto, including on August 22, 2025, the Defendants were responsible for providing "high quality security services to maintain a safe operating environment for CATS employees and passengers."

96. At all times relevant hereto, including on August 22, 2025, Defendants City of Charlotte and PSS were responsible for fare enforcement on the Blue Line light rail cars.

97. At all times relevant hereto, including on August 22, 2025, Defendants City of Charlotte and PSS were responsible for keeping the Blue Line light rail cars in a safe condition.

98. At all times relevant hereto, including on August 22, 2025, Defendants City of Charlotte and PSS owed a duty to its customers, guests and invitees not to create hazardous, dangerous, and/or unsafe conditions on the Blue Line light rail cars.

99. At all times relevant hereto, including on August 22, 2025, Defendants City of Charlotte and PSS were responsible for correcting, remedying, or eliminating hazardous, dangerous, and/or unsafe conditions on the Blue Line light rail cars.

100. At all times relevant hereto, including on August 22, 2025, Defendants City of Charlotte and PSS knew or should have known that the Blue Line light rail and its stops were regularly and repeatedly the site of criminal activity.

101. Defendant City of Charlotte and PSS had direct and regular knowledge of the disturbances, violence, and other illegal activity that emanated in and around the Blue Line and its stations and affects passengers and visitors to those areas of the city.

102. CATS, by and through the Defendant City of Charlotte, represents to the community and publicizes CATS as a safe, effective and efficient means of daily transportation and makes promises to the community regarding the safety of the CATS system.

103. Instead of upholding this promise, Defendant City of Charlotte continued to operate and profit from the CATS light rail without regard to the unreasonable and foreseeable risks presented to occupants, customers, and the public at large.

104. In light of the noteworthy volume of police calls and responses to incidents taking place on the Blue Line or at its stations in the relevant time period leading up to Iryna Zarutska's killing, Defendants City of Charlotte and PSS knew or should have known of the importance of ensuring that those hired, employed, or retained to provide security on the light rail were adequately trained on preventing violence and properly equipped to prevent violence.

105. Defendants City of Charlotte and PSS did not warn Iryna Zarutska or members of the public of the known dangers and illicit activity, including violent crimes, regularly occurring on the Blue Line or at its stations.

106. Defendants City of Charlotte and PSS did not warn Iryna Zarutska or members of the public that passengers on CATS were regularly the victims of violent crimes.

107. Prior to Iryna Zarutska's death, Defendants City of Charlotte and PSS knew of the risks associated with crimes regularly occurring on the light rail and at its stations, including the risk of serious injuries and death of passengers and visitors.

108. Prior to Iryna Zarutska's death, Defendants City of Charlotte and PSS knew or should have known that mitigation efforts and attempts to stop rampant illicit activity and violent crime on the Blue Line and at its stations were woefully inadequate, including the deaths of four other passengers and visitors to the CTC prior to Iryna's killing.

109. Prior to Iryna Zarutska's death, Defendants City of Charlotte and PSS were aware and on notice of numerous police calls from passengers on the light rail reporting illicit activity and violent crime on the light rail and at its stations.

110. Prior to Iryna Zarutska's death, Defendants City of Charlotte and PSS had the opportunity, time, ability and the means to employ violent crime mitigation efforts in and around the light rail and its stations to protect the public, passengers, and visitors to the area, including Iryna Zarutska, but failed to do so.

111. As the obvious, natural, and foreseeable consequence of Defendants City of Charlotte and PSS's negligent and inadequate security, and the other acts and/or omissions of Defendants alleged further herein, Iryna Zarutska suffered serious, gruesome, painful injuries and ultimately fatal injuries.

Defendant City of Charlotte's Duties as a Common Carrier

112. At all times relevant hereto, including on August 22, 2025, Defendant City of Charlotte, through CATS, was a common carrier of passengers for hire. As a common carrier, Defendant City of Charlotte owed Iryna Zarutska, a fare-paying passenger, the highest degree of care for her safety consistent with the practical operation of the light rail system, and was bound to exercise that degree of care in the operation, staffing, monitoring, and securing of the Blue Line light rail cars.

113. A common carrier owes its passengers an affirmative duty to protect them from assault, violence, and other tortious or criminal conduct by fellow passengers and other third persons where the carrier knows, or in the exercise of due care should know, that such conduct is reasonably to be anticipated. As alleged in Paragraphs 81 through 110 above, Defendant City of Charlotte knew and should have known that violent criminal attacks upon passengers of the Blue Line light rail were reasonably to be anticipated on August 22, 2025.

114. The relationship between Defendant City of Charlotte and Iryna Zarutska was a special relationship arising from the carrier-passenger relationship, which gave rise to an affirmative duty to protect independent of any general duty owed to the public at large. The duties alleged herein do not arise from, and are not premised upon, the provision of general police protection to the public. Defendant City of Charlotte's operation of the Blue Line light rail for a substantial fee, and its operation of the CTC as a landlord, are proprietary functions as alleged herein. Accordingly, the public duty doctrine does not bar the claims asserted herein.

115. In the alternative, and in addition, Defendant City of Charlotte voluntarily undertook to provide security services on the Blue Line light rail, held out to the riding public that the CATS system was safe and secured, and thereby induced Iryna Zarutska and other passengers to rely upon the existence of that security. Iryna Zarutska did in fact rely upon Defendants' undertaking. Defendants' negligent performance of that voluntary undertaking increased the risk of harm to passengers, including Iryna Zarutska, above the risk that would have existed had Defendants never undertaken to provide security at all, in that the announced presence of a security force deterred passengers from taking independent precautions for their own safety while providing no actual protection aboard the Blue Line light rail cars.

FIRST CLAIM FOR RELIEF

(Wrongful Death Based on Negligent and Inadequate Security - Direct Liability of Defendant City of Charlotte)

116. The allegations contained in the preceding paragraphs are incorporated herein by reference as if fully set forth herein.

117. On August 22, 2025, Iryna Zarutska was on the premises of the Blue Line light rail ("the premises") with the express and/or implied permission of Defendant City of Charlotte and was a lawful visitor as defined by law.

118. As the owner, operator, and common carrier of the CATS Blue Line light rail, Defendant City of Charlotte was in possession and control of the premises and was responsible for inspecting, maintaining, monitoring, securing, patrolling, and surveilling the premises to protect the lives, health, and safety of its passengers, including Iryna Zarutska.

119. Defendant City of Charlotte owed a non-delegable duty of care to its lawful passengers, including Iryna Zarutska, to exercise due caution and circumspection with due regard for the rights and safety of others in such a manner as would not endanger or be likely to endanger the lives, health, or safety of others, and, as a common carrier, owed Iryna Zarutaska the highest degree of care for her safety as alleged above in paragraphs 108-110.

120. At all relevant times, prior to and including August 22, 2025, Defendant City of Charlotte knew or should have known that customers and lawful visitors on the light rail were subjected to an unreasonable and foreseeable risk of criminal activity that was likely to endanger the safety of said customers and visitors.

121. Prior to and on August 22, 2025, despite knowing the light rail was regularly and repeatedly the site of criminal activity and despite knowing that employees, customers and lawful visitors of the light rail were subjected to an unreasonable and foreseeable risk of criminal activity that was likely to endanger the safety of said customers and visitors, Defendant City of Charlotte took no reasonable steps to prevent or control such criminal activity and to protect its customers and lawful visitors.

122. The Defendant City of Charlotte, having decided to provide some security for the light rail, undertook a duty to provide sufficient security on the light rail.

123. Defendant City of Charlotte is liable for the acts and omissions of their officers, directors, managers, members, employees, and/or agents under the doctrine of respondeat superior.

124. Defendant City of Charlotte, acting by and through its officers, directors, managers, members, employees, and/or agents (actual or apparent), was negligent in that it:

a. Failed to reasonably assess the need for security on the Blue Line light rail;

b. Failed to provide proper security on the Blue Line light rail cars;

c. Failed to enforce fares to prevent non-ticketed riders such as Decarlos Brown Jr. from boarding the light rail;

d. Failed to install physical barriers such as gates or turnstiles to deter non-ticketed individuals from boarding the light rail;

e. Failed to adequately staff the light rail system with a sufficient number of qualified and trained security personnel (armed or unarmed) to protect passengers;

f. Failed to deploy armed and unarmed security personnel effectively on the Blue Line light rail cars;

g. Failed to verify Defendant PSS's licensing, certification and actual armed staffing levels before and after transferring armed security responsibilities to Defendant PSS;

h. Failed to monitor and surveil the light rail cars and to coordinate in real time with law enforcement, including CMPD;

i. Failed to inspect the premises for hazardous, dangerous, or unsafe conditions;

j. Failed to keep the Blue Line light rail cars in a safe condition;

k. Failed to protect lawful patrons, visitors, and other members of the general public, including Iryna Zarutska, from reasonably foreseeable criminal attacks;

l. Failed to exercise reasonable care to discover criminal activity on the premises and to reasonably prevent or control such criminal activity upon its discovery;

m. Failed to warn Iryna Zarutska and members of the public of the known dangers and violent criminal activity regularly occurring on the Blue Line and at its stations;

n. Otherwise failed to act reasonably under the circumstances; and

o. Otherwise acted negligently as will be established during discovery and at trial.

125. Defendant City of Charlotte's above-described negligence directly and proximately caused Iryna Zarutska to die unnecessarily.

126. As a result, the Estate of Iryna Zarutska is entitled to recover the following damages under N.C. Gen. Stat. § 28A-18-2(b):

a. Expenses for care, treatment, and hospitalization incident to the injuries resulting in Iryna Zarutska's death;

b. Compensation for Iryna Zarutska's pain and suffering;

c. The reasonable funeral expenses for Iryna Zarutska; and

d. The present monetary value of Iryna Zarutska to the persons entitled to receive the damages recovered, including but not limited to the net income of Iryna Zarutska, compensation for the loss of the reasonably expected services, protection, care, and assistance of Iryna Zarutska, and society, companionship, comfort, guidance, kindly offices, and advice of Iryna Zarutska.

127. As the direct and proximate result of the Defendant’s negligence as alleged hereinabove, Iryna Zarutska suffered severe permanent injuries that resulted in her death and, as a result, Plaintiff is entitled to recover damages in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00) for the wrongful death suffered by Iryna Zarutska (The amount stated herein is the jurisdictional amount for Superior Court. In reality, Plaintiff’s damages far exceed this jurisdictional amount.)

SECOND CLAIM FOR RELIEF

(Wrongful Death Based on Vicarious Liability of Defendant City of Charlotte for the Acts and Omissions of Defendant PSS)

128. The allegations contained in the preceding paragraphs are incorporated herein by reference as if fully set forth herein.

129. At all times relevant hereto, including on August 22, 2025, Defendant City of Charlotte retained Defendant PSS to provide armed and unarmed security services for the CATS system, including the Blue Line light rail, pursuant to a written contract that remained in force on August 22, 2025.

130. At all times relevant hereto, Defendant PSS acted as the agent of Defendant City of Charlotte in providing security services on the Blue Line light rail, and Defendant City of Charlotte had the right to direct and control the manner in which Defendant PSS performed those security services.

131. In the alternative, and without waiving the preceding paragraph, the provision of security to protect lawful passengers on the CATS Blue Line light rail was a non-delegable duty of Defendant City of Charlotte as owner, operator, and common carrier of the light rail system, such that Defendant City of Charlotte remains liable for the negligent performance of that duty regardless of whether Defendant PSS is characterized as an agent or as an independent contractor.

132. At the time Defendant PSS and its employees, agents, and personnel committed the acts and omissions of negligence described herein, they were acting within the course and scope of their agency and/or employment with Defendant City of Charlotte in providing contracted security services for the CATS system.

133. Defendant PSS, acting by and through its officers, directors, managers, members, employees, and/or agents, was negligent in that it:

a. Failed to provide adequate security on the Blue Line light rail,

b. Failed to hire qualified people for security positions to protect the light rail,

c. Failed to staff and deploy security personnel sufficient to protect passengers,

d. Failed to enforce fares,

e. Failed to prevent non-ticketed and dangerous individuals from boarding the light rail,

f. Failed to monitor and patrol the light rail cars, and failed to protect lawful passengers, including Iryna Zarutska, from reasonably foreseeable criminal attacks, as more fully alleged herein.

134. As such, Defendant City of Charlotte is liable for the negligent acts and omissions of Defendant PSS, and the negligence of Defendant PSS is imputed to Defendant City of Charlotte through the doctrines of agency, vicarious liability, respondeat superior, and non-delegable duty.

135. The negligence of Defendant PSS, imputed to Defendant City of Charlotte, directly and proximately caused Iryna Zarutska to die unnecessarily.

136. As a result, the Estate of Iryna Zarutska is entitled to recover the following damages under N.C. Gen. Stat. § 28A-18-2(b):

a. Expenses for care, treatment, and hospitalization incident to the injuries resulting in Iryna Zarutska's death;

b. Compensation for Iryna Zarutska's pain and suffering;

c. The reasonable funeral expenses for Iryna Zarutska; and

d. The present monetary value of Iryna Zarutska to the persons entitled to receive the damages recovered, including but not limited to the net income of Iryna Zarutska, compensation for the loss of the reasonably expected services, protection, care, and assistance of Iryna Zarutska, and society, companionship, comfort, guidance, kindly offices, and advice of Iryna Zarutska.

137. As the direct and proximate result of the Defendant's negligence, as alleged hereinabove, Iryna Zarutska suffered severe permanent injuries that resulted in her death and, as a result, Plaintiff is entitled to recover damages in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00) for the wrongful death suffered by Iryna Zarutska.

THIRD CLAIM FOR RELIEF

(Wrongful Death Based on Negligent Hiring, Retention, and Supervision of Defendant PSS Against Defendant City of Charlotte)

138. The allegations contained in the preceding paragraphs are incorporated herein by reference as if fully set forth herein.

139. As the owner, operator, and common carrier of the CATS Blue Line light rail and the entity responsible for the safety of its passengers, Defendant City of Charlotte owed to its customers, patrons, and visitors, including Iryna Zarutska, a duty to exercise reasonable care in the selection, hiring, retention, and supervision of the security contractor it entrusted with protecting passengers on the light rail.

140. Defendant City of Charlotte owed to its customers, patrons, and visitors, including Iryna Zarutska, a duty to reasonably supervise the retained security personnel, including Defendant

PSS and its employees, agents, and personnel, responsible for providing security services on the Blue Line light rail.

141. Defendant City of Charlotte owed to its customers, patrons, and visitors, including Iryna Zarutska, a duty to exercise the degree of care, caution, diligence, and foresight exercised by and expected of a reasonable owner and operator of a transit system under the same or similar circumstances when selecting, retaining, and supervising its security contractor to prevent foreseeable harm to its passengers, including but not limited to injuries related to criminal activity.

142. Defendant City of Charlotte knew that a negligently selected, retained, trained and/or supervised security contractor providing security on a public transit system like the CATS light rail would subject passengers, including Iryna Zarutska, to an unreasonable risk of harm.

143. Defendant City of Charlotte, acting by and through its officers, directors, members, employees, servants, and/or agents (actual or apparent), was negligent for:

a. Not exercising reasonable care in the selection and hiring of Defendant PSS to provide security services for the CATS system, when it knew or should have known that Defendant PSS was not properly qualified, staffed, certified, or licensed to provide adequate security on the light rail;

b. Expanding Defendant PSS's role to include armed security services without issuing a new RFP, when Defendant PSS had never applied for and had not demonstrated the capacity to provide armed security services;

c. Retaining Defendant PSS as its sole security provider despite knowing or having reason to know that Defendant PSS was understaffed and had not hired the number of security personnel required under its contract;

d. Not verifying Defendant PSS’s licensing, certification, and actual armed staffing levels before and after transferring armed security responsibilities to Defendant PSS;

e. Retaining Defendant PSS despite knowing or having reason to know that Defendant PSS was not in compliance with Chapter 74E and 74C of the North Carolina General Statutes;

f. Failing to reasonably supervise Defendant PSS to ensure that adequate security personnel were staffed, deployed, and present on the Blue Line light rail cars;

g. Failing to reasonably supervise Defendant PSS to ensure that it enforced fares, monitored the light rail, and protected passengers from foreseeable criminal activity;

h. Failing to adequately staff the light rail system with a sufficient number of qualified and properly trained security personnel to identify and remove persons who were

unsafe or likely to cause injury to others; and

i. Other negligent acts or omissions to be determined.

144. Defendant City of Charlotte's above-described negligence directly and proximately caused Iryna Zarutska to die unnecessarily.

145. As a result, the Estate of Iryna Zarutska is entitled to recover the following damages under N.C. Gen. Stat. § 28A-18-2(b):

a. Expenses for care, treatment, and hospitalization incident to the injuries resulting in Iryna Zarutska's death;

b. Compensation for Iryna Zarutska's pain and suffering;

c. The reasonable funeral expenses for Iryna Zarutska; and

d. The present monetary value of Iryna Zarutska to the persons entitled to receive the damages recovered, including but not limited to the net income of Iryna Zarutska, compensation for the loss of the reasonably expected services, protection, care, and assistance of Iryna Zarutska, and society, companionship, comfort, guidance, kindly offices, and advice of Iryna Zarutska.

146. As the direct and proximate result of the Defendant's negligence, as alleged hereinabove, Iryna Zarutska suffered severe permanent injuries that resulted in her death and, as a result, Plaintiff is entitled to recover damages in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00) for the wrongful death suffered by Iryna Zarutska.

FOURTH CLAIM FOR RELIEF

(Wrongful Death Based on Negligent and Inadequate Security -Direct Liability of Defendant PSS)

147. The allegations contained in the preceding paragraphs are incorporated herein by reference as if fully set forth herein.

148. As the security company retained and contracted to provide armed and unarmed security services for the CATS system, including the entire Blue Line light rail, Defendant PSS owed to the customers, patrons, and visitors of the CATS system, including Iryna Zarutska, a duty of reasonable care to protect them from the reasonably foreseeable tortious and criminal acts of third persons.

149. Pursuant to its contract with Defendant City of Charlotte, Defendant PSS was responsible for providing "high quality security services to maintain a safe operating environment for CATS employees and passengers," had a duty to provide security on the entire Blue Line light rail, and was responsible for the enforcement of revenue collection.

150. At all relevant times, prior to and including August 22, 2025, Defendant PSS knew or should have known that customers and lawful visitors on the light rail were subjected to an unreasonable and foreseeable risk of criminal activity that was likely to endanger the safety of said customers and visitors.

151. Prior to and on August 22, 2025, despite knowing the light rail was regularly and repeatedly the site of criminal activity and despite knowing that customers and lawful visitors of the light rail were subjected to an unreasonable and foreseeable risk of criminal activity that was likely to endanger the safety of said customers and visitors, Defendant PSS took no reasonable steps to prevent or control such criminal activity and to protect the customers and lawful visitors of the CATS system.

152. Defendant PSS, acting by and through its officers, directors, managers, members, employees, and/or agents (actual or apparent), was negligent, reckless, and careless, and its negligence, recklessness, and carelessness was a proximate and reasonably foreseeable cause of the death of Iryna Zarutska, in that Defendant PSS:

a. Failed to reasonably assess the need for security on the Blue Line light rail;

b. Failed to provide adequate security on the Blue Line light rail cars, particularly in view of the recent violent criminal activity on and around the Blue Line and the CTC;

c. Failed to staff the light rail system with a sufficient number of qualified and trained security personnel, having hired far fewer than the personnel required under its contract;

d. Failed to identify areas and times that the light rail needed security personnel or increased personnel to provide adequate security for its passengers;

e. Failed to deploy armed and unarmed security personnel effectively so that no security guard was present on the train where Iryna Zarutska was stabbed;

f. Failed to enforce fares and to prevent non-ticketed riders such as Decarlos Brown Jr. from boarding and riding the light rail;

g. Failed to adequately monitor and patrol the light rail cars for activity that was potentially harmful to passengers, including Iryna Zarutska;

h. Failed to take reasonable care to protect passengers, including Iryna Zarutska, from the reasonably foreseeable tortious and criminal acts of third persons, including the assailant in this case;

i. Failed to warn passengers, including Iryna Zarutska, that the security on the light rail was inadequate and that passengers were regularly the victims of violent crime;

j. Failed to exercise reasonable care to discover criminal activity on the light rail and to reasonably prevent or control such criminal activity upon its discovery; and

k. Was otherwise careless, reckless, and negligent.

153. Defendant PSS's above-described negligence directly and proximately caused Iryna Zarutska to die unnecessarily.

154. As a result, the Estate of Iryna Zarutska is entitled to recover the following damages under N.C. Gen. Stat. § 28A-18-2(b):

a. Expenses for care, treatment, and hospitalization incident to the injuries resulting in Iryna Zarutska's death;

b. Compensation for Iryna Zarutska's pain and suffering;

c. The reasonable funeral expenses for Iryna Zarutska; and

d. The present monetary value of Iryna Zarutska to the persons entitled to receive the damages recovered, including but not limited to the net income of Iryna Zarutska, compensation for the loss of the reasonably expected services, protection, care, and assistance of Iryna Zarutska, and society, companionship, comfort, guidance, kindly offices, and advice of Iryna Zarutska.

155. As the direct and proximate result of the Defendant's negligence, as alleged hereinabove, Iryna Zarutska suffered severe permanent injuries that resulted in her death and, as a result, Plaintiff is entitled to recover damages in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00) for the wrongful death suffered by Iryna Zarutska.

FIFTH CLAIM FOR RELIEF

(Wrongful Death Based on Negligent Hiring, Retention, and Supervision Against Defendant PSS)

156. The allegations contained in the preceding paragraphs are incorporated herein by reference as if fully set forth herein.

157. As the security company retained to provide armed and unarmed security services for the CATS system, including the entire Blue Line light rail, Defendant PSS owed to the customers, patrons, and visitors of the CATS system, including Iryna Zarutska, a duty to provide a safe environment through the reasonable hiring, retention, training, and supervision of its security personnel.

158. Defendant PSS owed to the customers, patrons, and visitors of the CATS system, including Iryna Zarutska, a duty to reasonably hire, retain, train, and supervise its employees,

agents, and security personnel responsible for providing security services on the Blue Line light rail.

159. Defendant PSS owed to the customers, patrons, and visitors of the CATS system, including Iryna Zarutska, a duty to exercise the degree of care, caution, diligence, and foresight exercised by and expected of a reasonable security services company retained to protect a public transit system under the same or similar circumstances when hiring, retaining, and supervising its employees, agents, and security personnel to prevent foreseeable harm to passengers, including but not limited to injuries related to criminal activity.

160. Defendant PSS knew that negligently hired, retained, trained, and supervised employees, agents, and security personnel on a public transit system like the CATS light rail would subject passengers, including Iryna Zarutska, to an unreasonable risk of harm.

161. The specific security personnel assigned by Defendant PSS to the Blue Line light rail on August 22, 2025, including the personnel responsible for patrolling the Blue Line light rail cars, fare enforcement, and monitoring of surveillance systems, were incompetent to perform those duties by reason of inadequate training, inadequate certification, and inadequate supervision, and each committed specific negligent acts and omissions on August 22, 2025 as alleged above. Defendant PSS had actual or constructive notice of that incompetency. The identities of those personnel are presently within the exclusive knowledge of Defendants and will be identified through discovery.

162. Defendant PSS, acting by and through its officers, directors, members, employees, servants, and/or agents (actual or apparent), was negligent for:

a. Failing to properly hire, train, and supervise its employees, agents, and/or assigns on how to properly identify and remove known violent criminals and non-ticketed riders from the light rail and its stations;

b. Failing to properly hire, train and supervise its employees, agents, and/or assigns on how to properly validate fare and instruct them to validate fare for passengers on the light rail;

c. Failing to properly hire, train, and supervise its employees, agents, and/or assigns on how to properly deescalate conflict and respond to criminal activity;

d. Failing to properly hire, train, and supervise its employees to monitor and enforce the use of adequate security techniques to ensure the safety of passengers on the Blue Line light rail;

e. Failing to hire and retain a sufficient number of qualified security personnel, having staffed the CATS system with far fewer personnel than were required and funded under its contract;

f. Failing to hire, retain, and maintain security personnel who met and maintained the certification and licensing required by the State of North Carolina, including the requirements of Chapter 74E and 74C of the North Carolina General Statutes;

g. Failing to properly conduct meaningful, thorough, and/or comprehensive background checks and screening to ensure that its security personnel were qualified and responsible people to entrust with the safety of passengers;

h. Failing to ensure that its employees, agents, and/or assigns created a safe environment on the Blue Line light rail by deterring criminal activity;

i. Failing to adequately staff the light rail system with a sufficient number of qualified and properly trained employees, agents, and/or assigns in order to ensure that persons who were unsafe, reckless, and/or likely to cause injury to others were identified and removed from the light rail; and

j. Other negligent acts or omissions to be determined through discovery in this matter.

163. Defendant PSS's above-described negligence directly and proximately caused Iryna Zarutska to die unnecessarily.

164. As a result, the Estate of Iryna Zarutska is entitled to recover the following damages under N.C. Gen. Stat. § 28A-18-2(b):

a. Expenses for care, treatment, and hospitalization incident to the injuries resulting in Iryna Zarutska's death;

b. Compensation for Iryna Zarutska's pain and suffering;

c. The reasonable funeral expenses for Iryna Zarutska; and

d. The present monetary value of Iryna to the persons entitled to receive the damages recovered, including but not limited to the net income of Iryna Zarutska, compensation for the loss of the reasonably expected services, protection, care, and assistance of Iryna Zarutska, and society, companionship, comfort, guidance, kindly offices, and advice of Iryna Zarutska.

165. As the direct and proximate result of the Defendant’s negligence, as alleged hereinabove, Iryna Zarutska suffered severe permanent injuries that resulted in her death and, as a result, Plaintiff is entitled to recover damages in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00) for the wrongful death suffered by Iryna Zarutska.

SIXTH CLAIM FOR RELIEF

(Negligence Per Se for Violation of Chapter 74E and Chapter 74C of the North Carolina General Statutes Against Defendant PSS)

166. The allegations contained in the preceding paragraphs are incorporated herein by reference as if fully set forth herein.

167. Chapter 74E and/or Chapter 74C of the North Carolina General Statutes establish certification, licensing, and regulatory requirements applicable to company police agencies and private protective services, respectively, including Defendant PSS.

168. Chapter 74E and/or Chapter 74C of the North Carolina General Statutes were enacted for the protection of the public, including passengers of the CATS system such as Iryna Zarutska, and Iryna Zarutska was a member of the class of persons these statutes were designed to protect.

169. Defendant City of Charlotte's contract with Defendant PSS expressly required that Defendant PSS "shall meet and maintain State of North Carolina required certification and licensing" and that "Officers must comply fully with all North Carolina laws and regulations including but not limited to Chapter 74E and 74C of the North Carolina General Statutes."

170. At all times relevant hereto, including on August 22, 2025, Defendant PSS had a duty to comply with the certification, licensing, and regulatory requirements of Chapter 74E and/or Chapter 74C of the North Carolina General Statutes in providing security services for the CATS system.

171. Upon information and belief, at all times relevant hereto, including on August 22, 2025, Defendant PSS was not in compliance with Chapter 74E and/or Chapter 74C of the North Carolina General Statutes.

172. Defendant PSS violated Chapter 74E and/or Chapter 74C of the North Carolina General Statutes by, among other things, failing to meet and maintain the certification and licensing required by those chapters and by failing to comply with the requirements governing the personnel it deployed to provide security services on the CATS system.

173. Defendant PSS's violation of Chapter 74E and/or Chapter 74C of the North Carolina General Statutes constitutes negligence per se.

174. Defendant PSS's violation of Chapter 74E and/or Chapter 74C of the North Carolina General Statutes directly and proximately caused the death of Iryna Zarutska, in that the deployment of properly certified, licensed, and compliant security personnel would have deterred and prevented the criminal attack that caused Iryna Zarutska's death.

175. As a result, the Estate of Iryna Zarutska is entitled to recover the following damages under N.C. Gen. Stat. § 28A-18-2(b):

a. Expenses for care, treatment, and hospitalization incident to the injuries resulting in Iryna Zarutska 's death;

b. Compensation for Iryna Zarutska's pain and suffering;

c. The reasonable funeral expenses for Iryna Zarutska; and

d. The present monetary value of Iryna Zarutska to the persons entitled to receive the damages recovered, including but not limited to the net income of Iryna Zarutska, compensation for the loss of the reasonably expected services, protection, care, and assistance of Iryna Zarutska, and society, companionship, comfort, guidance, kindly offices, and advice of Iryna Zarutska.

176. As the direct and proximate result of the Defendant's negligence, as alleged hereinabove, Iryna Zarutska suffered severe permanent injuries that resulted in her death and, as a result, Plaintiff is entitled to recover damages in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00) for the wrongful death suffered by Iryna Zarutska.

SEVENTH CLAIM FOR RELIEF: GROSS NEGLIGENCE
(All Defendants)

177. The allegations contained in the preceding paragraphs are incorporated herein by reference as if fully set forth.

178. At all times relevant, Defendants owed a non-delegable duty of care, including to Iryna Zarutska, to exercise due caution and circumspection with due regard for the rights and safety of others in such a manner as would not endanger or be likely to endanger the lives, health, or safety of others, including Iryna Zarutska.

179. At all relevant times, prior to and including August 22, 2025, Defendants knew or should have known that customers and lawful visitors of the light rail and its stations, including Iryna Zarutska, were subjected to an unreasonable and foreseeable risk of criminal activity that was likely to endanger the safety of said customers and visitors, including Iryna Zarutska.

180. Prior to and on August 22, 2025, despite knowing the light rail and its stations were regularly and repeatedly the site of criminal activity and despite knowing that customers and lawful visitors of the light rail and its stations were subjected to an unreasonable and foreseeable risk of criminal activity that was likely to endanger the safety of said customers and visitors, Defendants City of Charlotte and PSS took no steps to prevent or control such criminal activity and to protect their customers and lawful visitors, including Iryna Zarutska.

181. Defendants are liable for the acts and omissions of their officers, directors, managers, members, employees, and/or agents under the doctrines of vicarious liability and respondeat superior.

182. Defendants, acting by and through their officers, directors, managers, members, employees, and/or agents (actual or apparent) consciously disregarded the rights and safety of Iryna Zarutska when they engaged in the following willful and wanton conduct, including:

a. Failing to properly identify hazardous, dangerous, or unsafe conditions;

b. Creating hazardous, dangerous, or unsafe conditions;

c. Failing to correct known hazardous, dangerous, or unsafe conditions;

d. Exposing lawful visitors, including Iryna Zarutska, to hazardous, dangerous, or unsafe conditions;

e. Failing to properly patrol the light rail to ensure the safety of lawful visitors, including Iryna Zarutska;

f. Failing to utilize industry standard security measures, including FTA guidelines, to ensure the safety of lawful visitors, including Iryna Zarutska;

g. Failing to protect lawful visitors, including Iryna Zarutska, from hazardous, dangerous, or unsafe conditions and criminal activity;

h. Failing to prevent criminal activity on the premises;

i. Failing to control and manage the light rail and its stations in such a manner that it remained safe for customers and lawful visitors;

j. Failing to adequately staff the light rail with a sufficient number of qualified and properly trained security guards, employees, agents, or representatives in order to deter and prevent crime;

k. Failing to adequately staff its facility with a sufficient number of qualified and properly trained security guards, employees, agents, or representatives that were capable to cause safety and security practices to be created, implemented, and enforced; and

l. Other grossly negligent acts or omissions to be determined.

183. Defendant City of Charlotte's failure to verify Defendant PSS's licensing, certification, and actual armed staffing levels before and after transferring armed security responsibilities to Defendant PSS constitutes a conscious disregard of known passenger safety risks on the CATS system.

184. Defendants' grossly negligent conduct was done purposely and with knowledge that it was in conscious disregard of the safety of customers, patrons and visitors upon the Premises, including Iryna Zarutska.

185. Defendants above-described wanton and willful conduct directly and proximately caused Iryna Zarutska to die unnecessarily.

186. As a result of the Defendants' gross negligence, Plaintiff, on behalf of the Estate of Iryna Zarutska, is entitled to recover such actual damages from all Defendants, and, as to Defendant PSS only, punitive damages, in an amount to be determined at trial.

187. As the direct and proximate result of the Defendants' negligence, as alleged hereinabove, Iryna Zarutska suffered severe permanent injuries that resulted in her death and, as a result, Plaintiff is entitled to recover damages in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00) for the wrongful death suffered by Iryna Zarutska.

EIGHTH CLAIM FOR RELIEF
(Punitive Damages - Defendant PSS)

188. The allegations contained in the preceding paragraphs are incorporated by reference as if fully set forth herein.

189. Pursuant to N.C.G.S. § 1D-26, punitive damages may not be awarded against a municipality. Plaintiff therefore asserts this claim against Defendant PSS only, and expressly does not seek punitive damages against Defendant City of Charlotte.

190. Defendant PSS's conduct as fully set forth herein above was malicious, willful and/or wanton.

191. Defendants PSS's egregiously wrongful, malicious, willful and/or wanton conduct displays a conscious and intentional disregard of, and indifference to the rights and safety of others, including Iryna Zarutska, which the Defendant knew or should have known was reasonably likely to result in injury, damage or harm, and which did result in harm to Iryna Zarutska and her subsequent death.

192. Defendant PSS as well as its agents, officers, representatives and/or assigns participated in or condoned the egregiously wrongful, malicious, willful and wanton conduct, within the meaning of N.C.G.S. § 1D-15(c).

193. As a direct and proximate result of the grossly negligent, egregiously wrongful, reckless, malicious, intentional, willful and wanton conduct of Defendant PSS as well as Defendant PSS's conscious disregard for the health and safety of Iryna Zarutska and other members of the law abiding public as alleged herein Plaintiff, on behalf of the Estate of Iryna Zarutska, is entitled to recover punitive and exemplary damages as forth in N.C.G.S. § 28A-18-2(b)(5) to punish Defendant PSS for said conduct and to deter such conduct by others. Defendant PSS's actions as alleged herein above, constitute willful and wanton conduct, as defined in N.C.G.S. §1 D.

194. Pursuant to N.C.G.S. § 28A-18-2(b)(5), the Estate of Iryna Zarutska is entitled to recover such punitive damages as Iryna Zarutska could have recovered had she survived.

195. Pursuant to N.C.G.S. §1D and § 28A-18-2(b)(5), Plaintiff is entitled to recover punitive damages from Defendant PSS in an amount to be determined by a jury, but not less than Twenty-five Thousand Dollars ($25,000.00).

DAMAGES

196. The preceding paragraphs are incorporated by reference as if fully set forth herein.

197. At the time of her death, Iryna Zarutska was 23 years old.

198. Iryna Zarutska was in Charlotte, North Carolina having fled war-torn Ukraine to pursue safety and the American Dream. She was working to improve her English and to support herself and her family financially. Iryna was a hardworking, intelligent young woman, who was dedicated to her family and enjoyed life immensely.

199. By reason of the wrongful and negligent acts and omissions of the Defendants, as alleged, Iryna Zarutska's parents and family have been forever deprived of her society and their relationship. Iryna Zarutska's family have been and will be forever deprived of her services, care, protection, and assistance, as well as her society, companionship, comfort, guidance, kindly offices, advice, love, and affection. Plaintiff is further entitled to recover the reasonable and necessary funeral and burial expenses which were incurred as a result of her death.

200. Furthermore, Iryna Zarutska experienced significant and immense terror of her impending death when brutally stabbed on the light rail and further experienced excruciating physical pain and mental anguish as she bled to death on the light rail train car floor.

201. Plaintiff is entitled to recover from all Defendants, jointly and severally, all damages permitted by N.C.G.S. § 28A-18-2.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Frank Scott Haskell, as Administrator of the Estate of Iryna Zarutska, respectfully prays the Court that:

a. The Court find the Defendants jointly and severally liable to the Plaintiff;

b. Plaintiff have and recover from Defendants a sum in excess of Twenty-Five Thousand Dollars ($25,000.00), with interest, for the wrongful death of Iryna Zarutska and such other compensatory damages to which Plaintiff is entitled to recover;

c. Plaintiff have and recover from Defendants interest at the legal rate on any compensatory judgment from the date of the institution of this action, as provided by North Carolina General Statutes §§ 24-1 and 24-5;

d. Plaintiff have and recover from Defendant PSS for punitive damages as allowed by North

Carolina law including N.C.G.S. § 28A-18-2(b)(5) and Chapter 1D of the North Carolina General Statutes;

e. All costs, interest, and expenses, including reasonable attorney's fees, be taxed to the Defendants to the fullest extent allowed by North Carolina law;

f. All issues of fact herein be tried by a jury; and

g. For such other and further relief as the Court deems appropriate and just.

This the 21st day of August, 2026.

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