

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
MASTER FILE 24CV032386-590

BIANCA JULIANNE BROWN,
Plaintiff,
v.
TM NORTHLAKE MALL, LP et al.,
Defendants.

**ORDER AND OPINION ON MOTIONS
FOR SUMMARY JUDGMENT**

THE ESTATE OF ARMANI
DONOVICK SPENCER, by and
through its Administratrix DONNA
KAY SPENCER,
Plaintiff,
v.
TM NORTHLAKE MALL, LP et al.,
Defendants.

24CV032393-590
RELATED CASE

BRIANNA PERKINS,
Plaintiff,
v.
TM NORTHLAKE MALL, LP et al.,
Defendants.

25CV036624-590
RELATED CASE

1. Several defendants in these consolidated cases have moved for summary judgment. (*See* ECF Nos. 129, 136, 144.) The motions are fully briefed, and the Court held a hearing on 15 July 2026, at which all parties were represented by counsel. For the following reasons, the Court **GRANTS** the motions filed by ARC NCCHRN001,

LLC (“ARC”), Hiffman Asset Management, LLC (“Hiffman”), and S&S Management Group, LLC (“S&S”), but **DENIES** the motion filed by TM Northlake Mall, LP (“TM Northlake”) and Spinoso Real Estate Group, DLS, LLC (“Spinoso”).

Howard Stallings Law Firm, by Robert Jessup and Matthew Langston, and Ramsay Law Firm, by Brian Curtis Hunt, for Plaintiffs Bianca Julianne Brown, Brianna Perkins, and the Estate of Armani Donovanick Spencer.

Hall Booth Smith, P.C., by Peter F. O’Connell, for Defendant Professional Security Consultants, Inc.

Gallivan, White & Boyd, P.A., by Christopher Mark Kelly, for Defendant S&S Management Group, LLC d/b/a Security Solutions of America.

Goldberg Segalla LLP, by John L. Malone, Jr., for Defendant ARC NCCHRNC001, LLC.

Teague, Campbell, Dennis & Gorham, L.L.P., by J. Matthew Little and Emma Wingfield, for Defendant Hiffman Asset Management, LLC d/b/a Hiffman National.

McAngus Goudelock & Courie, PLLC, by David Michael Fothergill and Megan Reilly-Dreas, for Defendants AMMS Inc, Amy Ruth Thompkins, and Michael McLaughlin.

Wilson Elser Moskowitz Edelman & Dicker, LLP, by Jamie L. Winokur and Spencer Hoisington, for Defendants Spinoso Real Estate Group, DLS, LLC and TM Northlake Mall, LP.

Conrad, Chief Judge.

I. BACKGROUND

2. These cases arise from a shooting that took place in August 2022 on a street outside the Northlake Mall shopping center in Charlotte, North Carolina. For

purposes of the pending motions, the parties do not dispute the following sequence of events, which is supported by video evidence and witness testimony.¹

3. On 12 August 2022, Bianca Brown, Brianna Perkins, and Armani Spencer met for drinks and dinner at a restaurant in Northlake Commons, a shopping and dining area adjacent to Northlake Mall. While there, they saw police officers remove a group of two to four men who had caused a disturbance inside the restaurant. In her deposition, Brown testified that the men were “being too loud” and had “threatened” to fight other patrons. No fight or assault took place, though, and Brown and Perkins denied interacting with the men before, during, or after the disturbance. (See, e.g., Dep. Brown at 34:6–14, 36:6–24, 39:20–40:16, 41:13–17; Dep. Perkins at 33:11–34:1, 34:12–24.)

4. Sometime after midnight, Brown, Perkins, and Spencer left the restaurant and lingered in the parking lot where they saw the same group of men get into a white pickup truck. Again, Brown testified that she and her friends did not interact with the men. Likewise, Perkins testified that nothing unusual occurred in the parking lot. A photograph taken at 12:53 AM shows Brown and Spencer together outside the restaurant with two police officers in the background. In their testimony, Brown and Perkins stated that they did not speak with the police officers at that time and acknowledged that they would have done so if they had been concerned about their

¹ The record includes several exhibits with overlapping but distinct excerpts of deposition testimony for certain witnesses. For ease of reference, excerpts of Brown’s testimony appear at ECF Nos. 131.1, 137.3, 140.1, and 145; excerpts of Perkins’s testimony appear at ECF Nos. 131.2, 137.4, and 145; and excerpts of Spinoso’s Rule 30(b)(6) testimony appear at ECF Nos. 145 and 149.1.

safety. (*See, e.g.*, Dep. Brown at 20:25–21:3, 41:9–20, 42:24–43:14, 45:8–14; Dep. Perkins at 33:11–34:1, 98:16–99:3, 136:3–13; Ex. E, ECF No. 131.3.)

5. Around 1:00 AM, Brown, Perkins, and Spencer got into Perkins's car, drove out of the parking lot onto Northlake Mall Drive (which is within Northlake Mall's grounds), and stopped at an intersection. A sedan occupied by Spencer's friends stopped just behind them. Spencer got out of Perkins's car and walked over to the sedan to invite his friends to meet up at another location. A little over half a minute later, Spencer returned to Perkins's car, and the sedan drove away. Brown, Perkins, and Spencer waited a few seconds and then turned right onto Perimeter Parkway (still within Northlake Mall's grounds), stopping at a red light. (*See, e.g.*, Video Exs., ECF No. 130; Dep. Brown at 55:21–56:3, 58:2–10.)

6. At that point, the white pickup truck reappeared. It had begun making its way out of Northlake Commons at about the same time that the sedan departed. The truck turned onto Northlake Mall Drive, followed Perkins's car onto Perimeter Parkway, and pulled even with her car at the red light. Once alongside, someone inside the truck fired a burst of gunshots that killed Spencer and severely injured Brown and Perkins. The truck fled the scene immediately, and the shooter has never been identified. (*See, e.g.*, Dep. Brown 58:24–59:2, 61:6–12; Dep. Perkins 44:4–12.)

7. In their complaints, Brown, Perkins, and Spencer's estate assert that this attack could have been prevented had there been adequate security at Northlake Mall and Northlake Commons. They bring claims for negligence, alleging that the owners, managers, and security personnel for both properties knew that the area had a

history of violent criminal activity, had a duty to safeguard their customers, and negligently breached that duty by failing to warn the public of the danger and failing to provide adequate security. The complaints also include claims for assault and battery against John Doe, the unknown attacker.

8. Of the nine named defendants, five have moved for summary judgment. Northlake Commons's owner and manager (ARC and Hiffman) jointly filed a motion for summary judgment. One of Northlake Commons's security agencies (S&S) filed a separate motion, raising many of the same arguments. And finally, Northlake Mall's owner and manager (TM Northlake and Spinoso)² jointly filed a motion of their own. (See ECF Nos. 129, 136, 144.)

II. LEGAL STANDARD

9. Summary judgment is appropriate when “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that any party is entitled to a judgment as a matter of law.” N.C. R. Civ. P. 56(c). In making this determination, the Court must view the evidence “in the light most favorable to the nonmoving party.” *Vizant Techs., LLC v. YRC Worldwide, Inc.*, 373 N.C. 549, 556 (2020).

10. The moving party “bears the initial burden of demonstrating the absence of a genuine issue of material fact.” *Liberty Mut. Ins. Co. v. Pennington*, 356 N.C. 571,

² It is perhaps worth noting that Spinoso was a court-appointed receiver for TM Northlake during the relevant timeframe. The receivership has since ended, and Northlake Mall has a new owner and a new manager, neither of which is a party here.

579 (2002). If the moving party carries this burden, the opposing party “may not rest upon the mere allegations or denials of his pleading,” N.C. R. Civ. P. 56(e), but must instead “come forward with specific facts establishing the presence of a genuine factual dispute for trial,” *Liberty Mut. Ins. Co.*, 356 N.C. at 579. “An issue is ‘genuine’ if it can be proven by substantial evidence and a fact is ‘material’ if it would constitute or irrevocably establish any material element of a claim or a defense.” *Lowe v. Bradford*, 305 N.C. 366, 369 (1982) (quoting *Bone Int’l, Inc. v. Brooks*, 304 N.C. 371, 374–75 (1981)).

III. ANALYSIS

11. As the Court explained in an earlier order, a landowner and its agents usually are “not liable for injuries to invitees which are caused by the intentional criminal acts of third parties.” *Brown v. TM Northlake Mall, LP*, 2025 NCBC LEXIS 30, at *11 (N.C. Super. Ct. Mar. 19, 2025) (quoting *Murrow v. Daniels*, 321 N.C. 494, 500 (1988)). But when the landowner had “reason to know that there was a likelihood of conduct on the part of third persons which endangered the safety of his invitees, a duty to protect or warn the invitees could be imposed.” *Foster v. Winston-Salem Jt. Venture*, 303 N.C. 636, 639 (1981) (adopting Restatement (Second) of Torts § 344). Put another way, “[l]iability for injuries may arise from failure of the proprietor to exercise reasonable care to discover” criminal acts that “are occurring, or are likely to occur, coupled with failure to provide reasonable means to protect his patrons from harm or give a warning adequate to enable patrons to avoid harm.” *Murrow*, 321 N.C. at 501.

12. Brown, Perkins, and Spencer's estate claim that the owners, managers, and security agencies for Northlake Commons and Northlake Mall were negligent for having failed to provide adequate security on the night of the shooting despite being aware of the area's history of criminal activity. The moving defendants maintain that they were not negligent as a matter of law. ARC, Hiffman, and S&S argue that they had no duty to protect Brown, Perkins, and Spencer from an attack that occurred outside Northlake Commons. Separately, TM Northlake and Spinoso argue that the absence of security on Northlake Mall grounds was not a proximate cause of the injuries suffered by Brown, Perkins, and Spencer. The Court considers these arguments in turn.

A. Northlake Commons Motions

13. At the pleading stage, ARC and Hiffman argued that they could not be liable for injuries resulting from a shooting that took place on mall grounds. In their view, even if they had a duty to protect the patrons of Northlake Commons, the duty extended up to but not beyond the property line. On that basis, they moved to dismiss the claims against them.

14. To decide the motion to dismiss, the Court looked to "a category of 'spillover' cases, where there is a cascade of events involving conduct that occurs both on and off the defendant's land." *Paynton v. Spuds, LLC*, 2014 U.S. Dist. LEXIS 92988, at *11 (E.D. Pa. July 9, 2014). Generally, a landowner's duty to exercise reasonable care "does not extend to guarding against injuries caused by dangerous conditions located" on someone else's property. *Lampkin v. Hous. Mgmt. Res., Inc.*, 220 N.C. App. 457,

461 (2012). But courts in other jurisdictions have persuasively held that a landowner cannot “escape liability for an attack that begins on its premises simply because the victim moves outside the premises before the attack is completed.” *Martin v. Six Flags Over Georgia II, L.P.*, 801 S.E.2d 24, 30–31 (Ga. 2017). As alleged in the complaints, the attack on Brown, Perkins, and Spencer began in Northlake Commons, and the attacker harassed and “tailgat[ed]” them “from Northlake Commons into Northlake Mall” in an unbroken chain of events that culminated in the shooting. (*E.g.*, Brown’s Compl. ¶¶ 30, 37, 40, 46, ECF No. 10.) These allegations, taken as true, were sufficient to state a claim. *See Brown*, 2025 NCBC LEXIS 128, at *8–9.

15. Now, in their motions for summary judgment, ARC, Hiffman, and S&S argue that these allegations are false and that the attack did not begin in Northlake Commons. They go on to contend that they cannot be liable for injuries resulting from an attack that began and ended on mall property. The Court agrees.

16. The evidence is clear and undisputed: Brown and Perkins testified unequivocally that they did not feel threatened or unsafe at any point before leaving Northlake Commons. (*See, e.g.*, Dep. Brown 45:8–46:6; Dep. Perkins 34:17–24.) Police officers had removed a group of men (apparently including the shooter) who caused a disturbance at the restaurant where Brown, Perkins, and Spencer met. But these men did not harass or interact in any manner with Brown, Perkins, and Spencer inside the restaurant or outside in the parking lot. (*See, e.g.*, Dep. Brown 37:22–38:5, 137:2–6; Dep. Perkins 31:15–32:2, 32:16–33:24.) Nor did the men follow

or tailgate Perkins's car from Northlake Commons into Northlake Mall. (*See, e.g.*, Dep. Brown 56:12–21, 58:24–59:2, 63:19–64:2; Dep. Perkins 37:17–19.) In fact, it was several minutes after Perkins's car had left Northlake Commons when the white truck first approached and the shooting occurred. No reasonable jury could conclude from this evidence that there was a cascade of events that began in Northlake Commons and spilled over to Northlake Mall.

17. Brown, Perkins, and Spencer's estate do not dispute these facts. Rather, they contend that it is immaterial whether the attack began in Northlake Commons and that it is sufficient to show that the attack occurred in a nearby location soon after they left Northlake Commons. No authority supports this argument. Although Brown, Perkins, and Spencer's estate purport to rely on the Georgia Supreme Court's decision in *Martin*, they misunderstand the case. It was crucial to the defendant's liability in *Martin* that the attack began on its property before spilling over to an adjacent property. *See, e.g., Martin*, 801 S.E.2d at 30 (“[T]he victim's stepping over the property line does not and cannot insulate Six Flags from responsibility for *an attack that began within its premises*[.]” (emphasis added)).³

³ Indeed, the Georgia Supreme Court stressed over and over that the attack began on the defendant's property. *See Martin*, 801 S.E.2d at 27 (“Because the attack that caused Martin's injuries began while both he and his assailants were on Six Flags property, Six Flags' liability is not extinguished simply because Martin stepped outside the property's boundaries”); *id.* at 30 (“Martin's injuries were the culmination of a continuous string of events that were planned on Six Flags property” and “were executed at least in part on Six Flags property”); *id.* at 30–31 (“[A] property owner does not escape liability for an attack that begins on its premises simply because the victim moves outside the premises before the attack is completed.”); *id.* at 33 (“[T]he attack itself was actually conceived while both the assailants and the victims were on Six Flags property[.]”).

18. In sum, the undisputed evidence refutes the allegation that the attack on Brown, Perkins, and Spencer began in Northlake Commons. No reasonable jury could conclude that ARC, Hiffman, and S&S had a duty to protect individuals from criminal activity that began and ended outside Northlake Commons. Accordingly, the Court grants their motions for summary judgment.

B. Northlake Mall Motion

19. In moving for summary judgment, TM Northlake and Spinoso assume not only that they owed a duty to Brown, Perkins, and Spencer but also that they breached this duty by failing to provide adequate security on the night of the shooting. Even so, they contend that they are entitled to summary judgment on the ground that the failure to provide adequate security was not a proximate cause of the injuries suffered by Brown, Perkins, and Spencer.

20. This is a tall order. As our Supreme Court has stressed, causation “is ordinarily a question of fact for the jury, to be solved by the exercise of good common sense in the consideration of the evidence of each particular case.” *Williams v. Carolina Power & Light Co.*, 296 N.C. 400, 403 (1979) (citation and quotation marks omitted); *see also Bjornsson v. Mize*, 75 N.C. App. 289, 293 (1985) (stating that “causation is a question of fact”). “[I]t is only in exceptional cases, in which reasonable minds cannot differ as to foreseeability of injury, that a court should decide proximate cause as a matter of law.” *Williams*, 296 N.C. at 403.

21. The evidence in this case is not so one-sided. Testimony suggests that Northlake Mall’s security guards remained indoors on the night of the shooting and

did not patrol the mall's exterior, including Northlake Mall Drive and Perimeter Parkway where the shooting occurred. (*See* 30(b)(6) Dep. Spinoso at 61:2–16; 30(b)(6) Dep. Prof. Sec. Cons. at 103:13–21, ECF No. 149.2.) Indeed, a representative of the security agency for the mall testified that it rarely patrolled the area at night and never stationed security vehicles around Northlake Mall Drive and Perimeter Parkways. (*See* 30(b)(6) Dep. Prof. Sec. Cons. at 32:18–25, 62:22–65:3, 92:22–94:15.) Whether more robust nightly patrols in and around these streets would have prevented the attack on Brown, Perkins, and Spencer is far from certain. But a jury exercising “good common sense” could reasonably draw that inference from the evidence. *Williams*, 296 N.C. at 403.

22. Accordingly, the Court concludes that a genuine issue of material fact exists on the element of proximate cause and denies TM Northlake and Spinoso's motion for summary judgment.

IV. CONCLUSION

23. For all these reasons, the Court **GRANTS** ARC and Hiffman's motion for summary judgment, (ECF No. 129), and S&S's motion for summary judgment, (ECF No. 136). Judgment is **ENTERED** in favor of ARC, Hiffman, and S&S and against Brown, Perkins, and Spencer's estate on all claims against ARC, Hiffman, and S&S. In addition, the Court **DENIES** TM Northlake and Spinoso's motion for summary judgment, (ECF No. 144).

SO ORDERED, this the 10th day of September, 2026.

/s/ Adam M. Conrad

Adam M. Conrad

Chief Business Court Judge