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6
7

8 SUPERIOR COURT OF ARIZONA

9 MARICOPA COUNTY

10 VIEVU, LLC,

11 Plaintiff,

12 v.

13 TASER INTERNATIONAL, INC.,

14 Defendant.
15

Case No. CV 2017-001583

COMPLAINT

(Eligible for Commercial Court)

16 VIEVU, LLC (“VIEVU”) submits the following complaint against TASER
17 International, Inc. (“TASER”):

18 **INTRODUCTORY STATEMENT**

19 This matter arises out of TASER’s illegal conduct and tortious interference
20 regarding an important contract between VIEVU and the City of Phoenix (the “City”) for
21 the provision of a comprehensive body worn camera system for the Phoenix Police
22 Department. On September 20, 2016, the City publicly announced that VIEVU was the
23 “highest scored offeror,” and therefore the recommended recipient, of the solicitation of
24 the body worn camera contract. As a final step, City Council was scheduled to have a
25 public hearing on October 19, 2016 to award the contract to VIEVU. The City abruptly
26 canceled the hearing after TASER illegally lobbied the City in flagrant violation of the

1 City Code and procurement rules. The approval of VIEVU's contract was re-set for
2 November 9, 2016 but was again abruptly withdrawn on November 7, 2016 and never
3 rescheduled. Instead, months passed, and on January 18, 2017, the City suddenly
4 canceled the solicitation entirely. This cancellation came as a complete shock to VIEVU,
5 which has worked collaboratively with this City and Police Department since 2012.
6 VIEVU brings this lawsuit against TASER because it is now clear that TASER through
7 an unlawful scheme – caused this cancellation through its persistent violation of the City's
8 procurement and ethical rules and regulations.

9 **PARTIES, JURISDICTION AND VENUE**

10 1. VIEVU is a Washington limited liability company authorized to do and
11 doing business in Maricopa County, Arizona.

12 2. TASER is a Delaware corporation, with its principal place of business in
13 Maricopa County, Arizona.

14 3. TASER has caused events to occur in Maricopa County, Arizona, giving
15 rise to this action.

16 4. VIEVU and TASER are business organizations and the amount in
17 controversy exceeds \$50,000. As a result, this matter is eligible for Commercial Court
18 pursuant to Ariz. R. Civ. P. 8.1.

19 5. Jurisdiction and venue are proper in this Court.

20 **GENERAL ALLEGATIONS**

21 **I. THE PUBLIC IMPORTANCE OF BODY WORN CAMERAS**

22 6. The use of body worn cameras by law enforcement is one the most widely
23 discussed technological developments in policing today.

24 7. Body worn cameras, which are worn on the outside of an officer's uniform,
25 create a digital video and audio recording of the officer' interactions with the public.

26 8. The implementation of body worn cameras is a matter of significant public

1 importance. They protect the public and police officers by capturing real-time video of
2 law enforcement at work and facilitate investigation of complaints and the prosecution of
3 criminal cases.

4 9. In 2014, President Obama's Task Force on 21st Century Policing, as well as
5 a White-House sponsored Body Worn Camera Partnership Program, committed to provide
6 \$75 million to police departments across the country to help purchase body worn cameras.

7 10. According to a September 2015 report from the Bureau of Justice
8 Assistance (BJA), which was tasked with managing the Body Worn Camera Partnership
9 Program, "experts estimate that by March 2015 as many as 4,000-6,000 agencies had
10 already adopted or were planning to adopt body worn cameras."

11 **II. VIEVU IS A NATIONAL LEADER IN BODY WORN CAMERA** 12 **TECHNOLOGY**

13 11. VIEVU is a leading provider of body worn camera and video technologies,
14 providing secure, high-quality video cameras for law enforcement, security, emergency
15 medical services and first responders.

16 12. VIEVU prides itself on providing innovative and practical technologies that
17 allow law enforcement officers to perform their duties efficiently and effectively, while at
18 the same time promoting the welfare of the citizens they serve.

19 13. Built on police experience, VIEVU technology is used by thousands of law
20 enforcement agencies in 17 countries.

21 14. VIEVU's body worn cameras have received and continue to receive positive
22 reviews by their users and even received the highest score in an evaluation of body worn
23 cameras by the U.S. Department of Homeland Security. A copy of the March 2012
24 Wearable Camera Systems Summary is attached as **Exhibit 1**.

1 **III. BODY WORN CAMERAS IN PHOENIX - TESTING PHASE AND PILOT**
2 **PROGRAM**

3 15. In 2011, the BJA awarded a \$500,000 grant to the Phoenix Police
4 Department (“PPD”) and its research partners at Arizona State University (ASU) to
5 purchase, evaluate and report on the results of the body worn cameras and then to
6 implement a body worn camera system on a broader scale.

7 16. The BJA awarded the grant as part of the Smart Policing Initiative (SPI),
8 which sought to research, evaluate and report the results of body worn cameras’ use by
9 law enforcement.

10 17. Specifically, the Phoenix SPI team sought to test a number of perceived
11 benefits of body worn cameras, including the effectiveness of audio and video recordings
12 in internal investigations and as evidence in criminal proceedings, and improving police
13 response to crime in general and domestic violence specifically by improving officer
14 recollections in field reports and criminal proceedings, which may lead to higher rates of
15 arrest, charging, prosecution, and conviction.

16 18. In September 2012, the City issued a request for proposals (“2012 RFP”)
17 inviting vendors to submit proposals for a body worn camera Pilot Program.

18 19. Three vendors provided proposals for the 2012 RFP, including VIEVU and
19 TASER. The proposals underwent a comprehensive evaluation and were scored based on
20 the following criteria: Technical Component (300 points), Testing Period by Police Staff
21 (400 points), Testing Period by IT staff (100 points) and Price (200 points).

22 20. Following a rigorous evaluation, VIEVU’s total score was 968.68, which
23 was 129 points higher than TASER’s score, resulting in a recommendation to award a
24 contract to VIEVU. *See Recommendation to Award Contract to VIEVU, attached as*
25 **Exhibit 2**

1 21. In January 2013, the City and VIEVU entered into a contract pursuant to
2 which VIEVU has provided the City with body worn cameras for use in the Pilot
3 Program.

4 22. Through the Pilot Program, the City of Phoenix has purchased 125 body
5 worn cameras for use by its officers.

6 23. The PPD deployed these body worn cameras on officers in Area 82 of the
7 Maryvale Precinct, which served as the study's target group. Officers in Area 81 of the
8 Maryvale Precinct, which historically has high crime rates, were not issued body worn
9 cameras and served as the comparison group for the study.

10 24. Officers in the target group received training on the use and maintenance of
11 the body worn cameras through the combined effort of the Precinct Commander and
12 VIEVU.

13 25. Body worn cameras were initially deployed starting on April 15, 2013, and
14 the study period lasted approximately 134 weeks (67 weeks of pre-body worn camera
15 deployment and 67 weeks of post-body worn camera deployment). Thus, the study data
16 period ran from January 1, 2012 to July 31, 2014, comparing data from the target group to
17 data from the comparison group.

18 26. Data collected for the Phoenix SPI Study included stakeholder interviews,
19 project planning documents, camera metadata, officer self-report surveys, computer-aided
20 dispatch and record management system data, official complaints and claims of
21 misconduct reported to the PPD, and case processing data from the PPD and the City of
22 Phoenix Prosecutor's Office.

23 27. In December 2014, following completion of the testing phase of the body
24 worn cameras Program, the Center for Violence Prevention and Community Safety at
25 Arizona State University published a report titled, "Evaluating the Impact of Officer Worn
26

1 Body Cameras in the Phoenix Police Department” (the “ASU Report”), attached hereto as
2 **Exhibit 3.**

3 28. The ASU Report concludes that “the officer worn body cameras were found
4 to be beneficial to the officers and the court in a number of ways.”

5 29. The ASU Report found, among other things, that officer productivity
6 increased significantly, the number of complaints against the police decreased
7 significantly, the likelihood of having a complaint sustained decreased for those officers
8 who wore the cameras, and a significant number of complaints against police offers were
9 not pursued because of the existence of video recordings.

10 30. The ASU Report also concludes that following the implementation of body
11 worn cameras, domestic violence cases were significantly more likely to be initiated,
12 result in charges filed, and result in a guilty plea or verdict.

13 31. As the vendor involved in the implementation of the body worn cameras
14 used in the Pilot Program, VIEVU developed a strong working relationship and reputation
15 with the City and the PPD.

16 **IV. THE CITY’S 2016 SOLICITATION FOR BODY WORN CAMERAS**

17 32. In March 2016, the City issued a Request for Proposal 16-142 (“2016 RFP”)
18 to expand upon the Pilot Program by providing the entire police force with body worn
19 cameras.

20 33. Section I-12 of the 2016 RFP, attached as **Exhibit 4**, provides that the
21 contract will be awarded “to the overall highest scoring offeror(s). If two or more finalists
22 are tied, the finalist with the lowest cost will be awarded the contract.”

23 34. Section I-16 of the 2016 RFP also expressly incorporates the City’s
24 Solicitation Transparency Policy (“Transparency Policy”) (also codified at City Code, Ch.
25 43, Section 43-36).

26

1 35. With the exception of “the designated procurement officer,” the
2 Transparency Policy prohibits bidders from communicating with City government
3 officials—specifically, “the Mayor, any members of City Council, the City Manager, and
4 Deputy City Manager, or any department director directly associated with the solicitation
5 (including in each case their assigned staff)”—other than at an in-person, public meeting
6 “scheduled through the Procurement Officer.”

7 36. Section 43-26 of the City Code provides that the Transparency Policy
8 remains in effect “until the resulting contract(s) are awarded or offers or responses are
9 rejected and the solicitation is cancelled without any announcement by the Procurement
10 Officer of the City’s intent to reissue the same or similar solicitation.”

11 37. Section I-16 of the 2016 RFP discusses the purpose of the Transparency
12 Policy and the consequences for violating it:

13 With respect to the selection of the successful [bidders], the City Manager
14 and/or City Manager’s Office will continue the past practice of exerting no
15 undue influence on the process. In all solicitations of bids and proposals,
16 any direction on the selection from the City Manager and/or City Manager’s
17 Office and Department Head (or representative) to the proposal review
18 panel or selecting authority must be provided in writing to all prospective
19 bidders. This policy is intended to create a level playing field for all
20 Bidders, assure that contracts are awarded in public, and protect the integrity
21 of the selection process. **Bidders that violate this shall be disqualified.**
22 (emphasis in original)

23 38. Relatedly, Section III-2 of the 2016 RFP makes clear that “[a]ll questions
24 that arise relating to this solicitation shall be directed in writing to” the City of Phoenix
25 Finance Department and that “[n]o informal contact initiated by Offerors on the proposed
26 service will be allowed with members of City’s staff from date of distribution of this
solicitation until after the closing date and time for the submission of proposals. All
questions concerning or issues related to this solicitation shall be presented **in writing.**”
(emphasis in original).

1 39. Section III-32 of the 2016 RFP provides that the City will award the
2 contract “to a responsible Proposer whose proposal represents the best value to the [City]
3 based on price and all other evaluation criteria.”

4 40. On or about March 25, 2016, VIEVU, along with eight other bidders,
5 including TASER, submitted proposals in response to the 2016 RFP.

6 41. The City appointed a five-member Evaluation Committee, which was
7 represented by the Phoenix Police Department, to “evaluate proposals, establish the
8 Competitive Range, negotiate proposals, and select the Proposer, if any, to receive the
9 Contract award.” RFP at Section III-31.

10 42. This procurement process spanned nearly six months, during which the
11 City’s Evaluation Committee reviewed, evaluated, and scored the various vendors based
12 on the following criteria: Method of Approach (350 points), Testing (250 points),
13 Experience and Qualifications (200 points), and Cost (200 points). RFP at Section III-1.

14 43. In March and April 2016, the City evaluated the proposals to determine
15 whether they met the Technical Requirements of the 2016 RFP.

16 44. On April 22, 2016, the City notified four bidders, including VIEVU and
17 TASER that their proposals met the Technical Requirements and that the procurement
18 was proceeding to the testing phase. *See, e.g.*, April 22, 2016 Memo from Claudia Ruiz to
19 VIEVU, attached as **Exhibit 5**.

20 45. The purpose of the testing phase was to “evaluate each camera and assess in
21 a static and fluid environment.” *Id.*

22 46. The Evaluation Committee’s testing protocol was developed by the
23 Procurement Officer and key police staff, and the actual testing of the bidder’s products
24 occurred over the course of several days by police personnel.

25 47. The body worn cameras of bidders meeting the Technical Requirements
26 were tested by police department personnel and evaluated in several areas including ease

1 of camera use, functionality, video download capability, ease of access, data distribution
2 capability and account administration/storage rights.

3 48. On July 6, 2016, following the testing phase of the procurement process, the
4 City invited bidders to submit their Best and Final Offers to the RFP.

5 49. On August 12, 2016, following the submission of Best and Final Offers, the
6 City provided notice that it was entering into negotiations with the highest scored bidder.

7 50. On or about September 20, 2016, following the exhaustive and rigorous
8 procurement, the City issued its Public Notice of Award Recommendation (“Notice of
9 Award”), announcing that VIEVU was the “highest scored” bidder and that the Evaluation
10 Committee was therefore recommending the City award its body worn camera contract to
11 VIEVU. A copy of the Notice of Award is attached as **Exhibit 6**.

12 51. VIEVU scored 88 points higher than TASER, its nearest competitor.

13 52. VIEVU’s pricing of \$3,630,540 was more than \$2.3 million lower than
14 TASER’s and thus represented a tremendous financial value for the City. *See* October 19,
15 2016 City Council Meeting Agenda (excerpt) at Item 46, attached as **Exhibit 7**
16 (identifying VIEVU’s and TASER’s pricing).

17 53. In its Notice of Award recommendation, the City expressly reminded
18 bidders that the City’s Transparency Policy was still in place and, consequently, all
19 bidders “wishing to communicate with members of the City Council or other city
20 executives regarding this solicitation shall direct all such requests through the
21 Procurement Officer.”

22 54. Pursuant to the 2016 RFP, a losing bidder had seven days to file a protest to
23 the Evaluation Committee’s recommendation to award the contract to VIEVU.

24 55. No bidders, including TASER, filed any protest to the award to VIEVU.

25 56. The City and VIEVU thereafter negotiated the terms of the VIEVU’s
26 contract, which, as of October 5, 2016 was final subject to approval by the City Council.

1 57. On October 5, 2016, the City announced the award to VIEVU would be on
2 the Agenda for the City Council meeting scheduled for October 19, 2016. Item 46 of the
3 Agenda was a “[r]equest to authorize the City Manager, or his designee, to enter into a
4 contract with Viewu, LLC to provide body worn video cameras for the Police
5 Department.” See October 19, 2016 City Council Meeting Agenda (excerpt), attached as
6 **Exhibit 7.**

7 **V. TASER’S ILLEGAL SCHEME TO INTERFERE WITH VIEVU’S**
8 **CONTRACT IN VIOLATION OF THE TRANSPARENCY POLICY**
9 **AND CITY CODE**

10 58. Knowing there was no legitimate basis to protest an award to VIEVU, and
11 with the City scheduled to officially award the contract to VIEVU, TASER mounted an
12 improper and illegal campaign to interfere with VIEVU’s business relationship and
13 expectancy by influencing the City to cancel the RFP in flagrant violation of the
14 Transparency Policy and City Code.

15 59. TASER’s initial efforts to thwart the award of the contract that VIEVU won
16 fair and square were made within the confines of the Transparency Policy.

17 60. In particular, on October 5, 2016, TASER contacted Jim Champion, the
18 City’s Deputy Finance Director, to suggest that the City should have used a local
19 preference that would benefit TASER in the procurement process. See Email exchange
20 between TASER and Mr. Champion, dated October 5, 2016, attached as **Exhibit 8.**

21 61. Mr. Champion responded that any suggestion to apply a local preference in
22 TASER’s favor as an effort to undo VIEVU’s successful bid would be unconstitutional.
23 *Id.*

24 62. Realizing that it would be unsuccessful working through the channels
25 established to ensure a fair and legal procurement, TASER escalated its lobbying efforts
26 to ensure the City would not award VIEVU its contract.

1 63. On October 5, 2016, TASER's Brian Black left voicemail messages for
2 then-Police Chief Joseph Yahner and Assistant Police Chief Michael Kurtenbach
3 regarding the award recommendation to VIEVU in direct violation of the Transparency
4 Policy.

5 64. Based on these improper communications with the Police Chief and
6 Assistant Police Chief, on October 5, 2016, the City promptly disqualified TASER for its
7 violation of the Transparency Policy. *See* Notice of TASER Disqualification, attached as
8 **Exhibit 9**.

9 65. The City informed TASER that, as a result of this violation of the
10 Transparency Policy, TASER is "disqualified" from further consideration of the award of
11 the body worn camera contract. *Id.*

12 66. The City also emphasized the fact that TASER was well aware of the City's
13 transparency rules, yet ignored them nonetheless. *Id.*

14 67. The City further admonished TASER that all contact regarding the 2016
15 RFP must go through the Procurement Officer. *Id.*

16 **VI. TASER IGNORES THE CITY'S DIRECTION TO STOP**
17 **VIOLATING THE TRANSPARENCY POLICY AND INSTEAD**
18 **LAUNCHES A PERSISTENT AND ILLEGAL ATTACK OF VIEVU**

19 68. Despite its disqualification and directives from the City to refrain from
20 further improper communications in violation of the Transparency Policy, TASER
21 doubled down on its strategy to unlawfully influence the City to cancel the 2016 RFP.

22 69. On October 18, 2016, Williams & Associates and Mike Williams registered
23 as lobbyists for TASER with the City. *See* Lobbyist Registration dated October 18, 2016,
24 attached as **Exhibit 10**.

25 70. Also, on October 18, 2016, TASER's Mark Kearny emailed Mayor Greg
26 Stanton, in violation of the Transparency Policy to lobby the City to "push" for a "field

1 trial” before approving VIEVU’s contract, notwithstanding that the City had already
2 undergone a rigorous six-month procurement, which included testing, the result of which
3 was to declare VIEVU the highest rated offeror and the company that should be awarded
4 the body worn camera contract. *See* Email from M. Kearny dated October 19, 2016,
5 attached as **Exhibit 11**.

6 71. The following day, October 19, 2016, the date of the City Council meeting
7 (scheduled to begin at 2:30 p.m.) to approve VIEVU’s contract, TASER, undeterred by its
8 disqualification, continued to actively and improperly influence the City Council to reject
9 the results of the RFP by taking the following unlawful actions:

10 a. TASER’s Dave Gollobit emailed Councilman Jim Waring directly
11 asking him “to reconsider the City’s decision to move forward with a contract with
12 VieVu for body cameras for the Phoenix PD.” *See* Email from D. Gollobit dated
13 October 19, 2016, attached as **Exhibit 12**.

14 b. TASER’s David Thelen emailed Councilman Sal DiCiccio criticizing
15 the City’s process for not having run a head-to-head field test. *See* Email from D.
16 Thelen dated October 19, 2016, attached as **Exhibit 13**.

17 c. TASER’s Joseph Marioni emailed Councilman DiCiccio and
18 repeated the above TASER talking points. *See* Email from J. Marioni dated
19 October 19, 2016, attached as **Exhibit 14**.

20 d. Incredibly, TASER’s CEO, Rick Smith, even met Mayor Greg
21 Stanton in the morning on October 19, 2016 to discuss the City’s purchase of body
22 worn cameras, just hours before the City Council was scheduled to approve
23 VIEVU’s contract. Mr. Smith requested the meeting in a text message to Mayor
24 Stanton in the evening on October 18, 2016.

25 72. TASER’s improper lobbying in violation of the Transparency Policy
26 succeeded.

1 73. Prior to the start of the October 19, 2016 meeting, the City informed VIEVU
2 that the City Council’s consideration of the contract award to VIEVU would be
3 postponed.

4 74. Consideration of VIEVU’s contract was formally continued until November
5 9, 2016. *See* City Council Meeting Agenda (excerpt) at Item 28, attached as **Exhibit 15**.
6 The matter was also placed on the agenda for the Public Safety and Veterans
7 Subcommittee meeting for the morning of November 9. *See* November 9, 2016 Public
8 Safety and Veterans Subcommittee Revised Agenda at Item 7, attached as **Exhibit 16**.

9 75. On the following Monday, October 24, 2016, Julia Schrock of William &
10 Associates emailed the Police Department requesting a meeting for Mike Williams “with
11 incoming Chief Jeri Williams at her soonest availability.” *See* Email exchange dated
12 October 24 – October 26, 2016, attached as **Exhibit 17**.

13 76. Upon information and belief, Ms. Schrock was attempting to schedule a
14 meeting between Mr. Williams, as TASER’s registered lobbyist, and Chief Williams, to
15 lobby Chief Williams to have the 2016 RFP canceled.

16 77. On October 26, 2016, Ms. Schrock indicated in a follow-up email to the
17 Police Department’s Jonathan Howard that a meeting was desired for “information [the
18 Chief] needed in regards to an issue before November 7th.” *Id.*

19 78. Upon information and belief, Mike Williams discussed the RFP with Chief
20 Williams or other Police Department personnel and/or attempted to or did provide
21 information about the RFP to Chief Williams on or before November 7, 2016, two days
22 before the City Council was scheduled to award VIEVU’s contract.

23 79. On November 7, 2016, Assistant City Manager Milton Dohoney, Jr.
24 submitted a request to City Manager Ed Zuercher to “withdraw” the previously-scheduled
25 November 9, 2016 public hearings regarding the final “authorization to award [the body
26 worn camera] agreement to VIEVU.” *See* Request to Withdraw, attached as **Exhibit 18**.

1 80. Mr. Dohoney's request to withdraw the contract award did not state the
2 basis for his request other than the "Staff" recommended this withdrawal "in order to
3 review the scope of work for this agreement." *Id.*

4 81. On November 9, 2016—two days after Mr. Dohoney submitted his
5 unsupported request for withdrawal—Mr. Campion advised VIEVU that consideration of
6 its contract award was being withdrawn from the agendas of both the Public Safety and
7 Veterans Subcommittee and City Council meetings scheduled for the same day.

8 82. On November 18, 2016, Mr. Campion requested that VIEVU provide
9 additional information regarding its proposal and technology even though VIEVU had
10 already undergone a six-month rigorous evaluation and had beaten all competitors in a fair
11 and open procurement which concluded with the Notice of Award and a finalized contract
12 that was simply awaiting City Council approval.

13 83. On November 23, 2016, VIEVU responded to Mr. Campion's request, and
14 the City and VIEVU had follow-up communications regarding various aspects of the
15 technical issues in the response. *See* November 23, 2016 K. Bonner letter, attached as
16 **Exhibit 19.**

17 84. At no time did the City indicate that VIEVU's responses were
18 unsatisfactory.

19 85. Finally, On January 12, 2017, in furtherance of its ongoing illegal campaign
20 to have Phoenix cancel the 2016 RFP, TASER's CEO Rick Smith sent Chief Williams a
21 letter, offering to provide the City for free its body worn cameras and supporting systems
22 and training for a full year. *See* R. Smith letter dated January 12, 2017, attached as
23 **Exhibit 20.**

24 86. Mr. Smith also invited Chief Williams to schedule a phone call or meeting
25 to discuss this offer of "free" TASER cameras. *Id.*

26

1 87. Mr. Smith's letter was a flagrant violation of the Transparency Policy and
2 clear attempt to improperly influence the City to cancel the 2016 RFP.

3 88. In fact, on February 6, 2017, the City, through City Attorney Brad Holm,
4 sent a letter to Mr. Smith rejecting the offer of "free" TASER cameras. *See* B. Holm letter
5 dated February 6, 2017, attached as **Exhibit 21**.

6 89. In that letter, the City Attorney concluded that the offer was "intended to
7 improperly influence the City to choose Taser's equipment" *after* TASER had been
8 disqualified from the RFP for violating the Transparency Policy and *while* the RFP was
9 still pending and the award recommendation to VIEVU had already been published. *Id.*
10 The City Attorney stated, therefore, that the "City could not have accepted the offer unless
11 it was willing to torpedo two conducted competitive solicitations." *Id.*

12 90. The City Attorney further stated in his February 6 letter that TASER's offer
13 of "free" equipment "violates the City's procurement code[,] " which "requires the City to
14 select vendors through an open-selection process" that TASER attempted to "unfairly
15 circumvent[]." *Id.*

16 91. The City Attorney concluded that accepting TASER's offer "would
17 undermine our procurement system and seriously damage its credibility." *Id.* The City
18 Attorney also conceded that the offer "creates the appearance of ethical impropriety" and
19 "buttresses Digital Ally's patent-litigation allegations that Taser's pattern of procurement
20 misconduct is anticompetitive and monopolistic." *Id.*

21 92. Unfortunately, TASER's illegal, unethical conduct eventually succeeded.
22 Although the City rejected TASER's offer for "free cameras" on January 18, 2017, within
23 days of receiving the offer, the City cancelled the 2016 RFP without offering any reason
24 for its decision. *See* Notice of Cancellation dated January 18, 2017, attached as **Exhibit**
25 **22**.

26

1 93. After its cancellation of the 2016 RFP, the City informed VIEVU that it
2 intends to issue a new solicitation for body worn cameras.

3 94. The above chronology leaves no doubt that TASER engaged in illegal and
4 unethical interference with VIEVU'S contractual relations, and that it succeeded in
5 causing the City to cancel the 2016 RFP that it lost.

6 **VII. TASER'S HISTORY OF UNLAWFUL AND UNETHICAL PUBLIC**
7 **PROCUREMENT PRACTICES**

8 95. In addition to its illegal and unethical campaign to influence the City to not
9 award the body worn cameras contract to VIEVU as set forth above, TASER has
10 repeatedly attempted to undermine VIEVU's and other competitors' body worn camera
11 contracts in other cities by spreading false and misleading information and engaging in
12 unethical procurement practices.

13 96. For example, upon information and belief, TASER engaged lobbyists to
14 spread false information about VIEVU's relationship with the Oakland Police Department
15 in an effort to undermine a \$6.4 million body worn camera contract with the New York
16 City's Police Department. *See Winning bid for NYPD body camera contract comes under*
17 *lobbying attack*, Politico, Oct. 6, 2016, available at [http://www.politico.com/states/new-](http://www.politico.com/states/new-york/city-hall/story/2016/10/the-lobbying-war-behind-the-nypds-body-camera-contract-106117)
18 [york/city-hall/story/2016/10/the-lobbying-war-behind-the-nypds-body-camera-contract-](http://www.politico.com/states/new-york/city-hall/story/2016/10/the-lobbying-war-behind-the-nypds-body-camera-contract-106117)
19 [106117](http://www.politico.com/states/new-york/city-hall/story/2016/10/the-lobbying-war-behind-the-nypds-body-camera-contract-106117), copy attached as **Exhibit 23**.

20 97. Not only did the City of Oakland clarify that any issues with VIEVU
21 products were the fault of human error on *its* side, but the City of Oakland also gave
22 VIEVU's products a positive review.

23 98. Reports of unethical and unlawful efforts to undermine the competitive and
24 fair procurement of body worn camera contracts by TASER also have arisen in numerous
25 other cities.

26

1 99. For example, despite clear rules regulating gifts to city officials, the press
2 has reported that TASER has made “ethically questionable . . . gifts” to “police chiefs and
3 other decision makers overseeing body worn camera rollouts” in cities such as
4 “Albuquerque, Memphis, Fort Worth, [and] Salt Lake City.” *See Official Police*
5 *Business: TASER is aggressively lobbying for a body cam monopoly*, The Verge, May 11,
6 2016, available at [http://www.theverge.com/2016/5/11/11652906/official-police-](http://www.theverge.com/2016/5/11/11652906/official-police-business-TASER-lobbying-body-cam)
7 [business-TASER-lobbying-body-cam](http://www.theverge.com/2016/5/11/11652906/official-police-business-TASER-lobbying-body-cam), copy attached as **Exhibit 24**.

8 100. According to such reports, “[i]n some cases, police chiefs have been put into
9 the awkward position of having to explain to TASER salesfolk that accepting gifts is a no-
10 no. ‘Unfortunately because we are in the process of developing a contract with your
11 organization and our ethics regulations, I have to decline this offer,’ wrote . . . Utah[]
12 Police Department chief Lee Russo in a 2014 email to a TASER rep.’” *Id.*; see also
13 David Gelles, *TASER International Dominates Police Body worn camera Market*, N.Y.
14 Times, July 12, 2016, available at [http://www.nytimes.com/2016/07/13/business/TASER-](http://www.nytimes.com/2016/07/13/business/TASER-international-dominates-the-police-body-camera-market.html)
15 [international-dominates-the-police-body-camera-market.html](http://www.nytimes.com/2016/07/13/business/TASER-international-dominates-the-police-body-camera-market.html), copy attached as **Exhibit**
16 **25** (noting that TASER has come under scrutiny for paying police chiefs to attend
17 conferences and shortly thereafter offering chiefs who previously bought TASER products
18 lucrative consulting contracts for the company); Tatia Woldt, *Body-Camera Maker Has*
19 *Had Financial Ties to Police Chiefs in Cities, Including Forth Worth*, Dallas Morning
20 News, Mar. 2015, available at [http://www.dallasnews.com/news/news/2015/03/03/body-](http://www.dallasnews.com/news/news/2015/03/03/body-camera-maker-has-had-financial-ties-to-police-chiefs-in-cities-including-fort-worth)
21 [camera-maker-has-had-financial-ties-to-police-chiefs-in-cities-including-fort-worth](http://www.dallasnews.com/news/news/2015/03/03/body-camera-maker-has-had-financial-ties-to-police-chiefs-in-cities-including-fort-worth), copy
22 attached as **Exhibit 26** (“Taser International . . . has cultivated financial ties to police
23 chiefs in cities, including Fort Worth’s . . . raising a host of conflict-of-interest
24 questions.”); Jeff Proctor & Tina Jensen, *TASER Body Cam Purchase Scandal Deepens*
25 *With Release of New Audit Report*, KRQE News 13, May 5, 2015, available at
26 <http://krqe.com/2015/05/05/TASER-body-cam-purchase-scandal-deepens-with-release-of->

1 new-audit-report/, copy attached as **Exhibit 27** (noting that no-bid contract awarded to
2 TASER after trips, meals, and other benefits provided to police chief).

3 101. TASER's integrity issues also extend beyond violations of local ethics rules.
4 For example, in a federal action brought by Digital Ally, Inc. (another company in the
5 body worn camera industry) against TASER, Digital Ally alleges, among other things,
6 that "TASER has paid or granted bribes consisting of compensation or other things of
7 value to such agencies" and/or those acting on their behalf in violation of federal and state
8 antitrust laws.

9 102. As demonstrated by the numerous news reports across the country, upon
10 information and belief, TASER has shown a blatant disregard for the legal rights of its
11 competitors through violations of the ethics rules and laws governing public procurement.

12 103. TASER's unlawful actions at issue in this matter have resulted in significant
13 injury to VIEVU, including the loss of a contract valued at approximately \$3.6 million for
14 the 2016 RFP.

15 **COUNT I – TORTIOUS INTERFERENCE WITH BUSINESS**
16 **EXPECTANCY**

17 104. VIEVU incorporates by reference each and every preceding allegation of
18 this Complaint.

19 105. VIEVU, as the winning bidder for the 2016 RFP, had a valid business
20 expectancy that the City would enter into a contract with VIEVU to provide body worn
21 cameras for the Phoenix Police Department's comprehensive body worn camera system.

22 106. Following the City's issuance of the Notice of Award, recommending that
23 the City award VIEVU the contract for body worn cameras, and the negotiation of final
24 contract terms, VIEVU's contract was ready for execution pending only approval by the
25 City Council.

26 107. In fact, approval of VIEVU's contract was twice placed on the Agenda of

1 City Council meetings, only to be removed after TASER improperly and illegally lobbied
2 the City to cancel the 2016 RFP in violation of the Transparency Policy and City Code.

3 108. TASER, as a bidder on the 2016 RFP, was aware of VIEVU's business
4 expectancy to be awarded the contract for body worn cameras based on the City-
5 appointed Evaluation Committee's published recommendation that the contract be
6 awarded to VIEVU.

7 109. TASER intentionally, maliciously, improperly and illegally interfered with
8 VIEVU's business expectancy through its illegal and improper communications with the
9 City in violation of the 2016 RFP, the City Code and, in particular, the City's
10 Transparency Policy.

11 110. TASER's conduct in interfering with VIEVU's business expectancy was not
12 privileged or justified.

13 111. TASER's tortious interference with VIEVU's business expectancy caused
14 the City to cancel the Notice of Award of Contract to VIEVU, as well as the 2016 RFP
15 and thus not be awarded the contract for body worn cameras that it had a reasonable
16 expectation would be awarded to it.

17 112. TASER's tortious interference with VIEVU's business expectancy caused
18 and will continue to cause considerable damages to VIEVU, which damages include, but
19 are not limited to, loss of profits, loss of competitive advantage and loss of goodwill in the
20 marketplace.

21 113. TASER's conduct was and is gross, wanton, malicious, oppressive, illegal
22 and performed with spite, ill-will, and/or reckless indifference to the interests of others,
23 including VIEVU. As a result, VIEVU is entitled to punitive damages as well as general
24 damages in an amount to be proven at trial.

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WHEREFORE, VIEVU, LLC requests the Court grant the following relief:

- a. Enter a judgment for VIEVU and against TASER for compensatory damages in an amount to be determined at trial;
- b. Award VIEVU, LLC punitive and/or exemplary damages in an amount to be determined at trial;
- c. Award VIEVU, LLC pre-and post-judgment interest at the highest rate allowed by law; and
- d. Award VIEVU, LLC attorneys' fees and costs as allowed by law.
- e. Award the VIEVU, LLC such additional relief as the Court deems just and proper.

Dated this 15th day of February, 2017.

FENNEMORE CRAIG, P.C.

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