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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

TERRY BROWN, as co-Successor-in-Interest to
Decedent CHYNNA BROWN (A.K.A. BANKO
BROWN); and KEVINISHA HENDERSON, as
co-Successor-in-Interest to Decedent
CHYNNA BROWN, (A.K.A. BANKO
BROWN);

Plaintiffs,

v.

WALGREENS BOOTS ALLIANCE, INC, a
corporation; WALGREEN CO., a corporation;
KINGDOM GROUP PROTECTIVE
SERVICES, INC, a corporation; MICHAEL
EARL-WAYNE ANTHONY, individually and in
his official capacity as a Security Guard/ Agent for
KINGDOM GROUP PROTECTIVE SERVICES,
INC and WALGREENS BOOTS ALLIANCE, INC
and/or WALGREEN CO.; DOES 1-12, inclusive,
individually,

Defendants.

CASE NO.:

**COMPLAINT FOR WRONGFUL
DEATH AND DAMAGES**

1 Plaintiffs Terry Brown and Kevinisha Henderson allege and aver the following based
2 upon personal knowledge as to facts known to them and upon information and belief as to all
3 other matters.

4 **INTRODUCTION**

5 1. On April 27, 2023, outside a Walgreen's store in San Francisco, Defendant MICHAEL
6 EARL-WAYNE ANTHONY, a private security guard employed by Defendant KINGDOM
7 GROUP PROTECTIVE SERVICES, INC, unlawfully shot and killed Decedent BANKO (born
8 CHYNNA) BROWN outside the Walgreen's store after severely beating Mr. BROWN,
9 punching Mr. BROWN in the face multiple times, applying an extended chokehold or carotid
10 restraint to Mr. BROWN, all in the store. Mr. BROWN apparently never struck Defendant
11 ANTHONY. After Mr. BROWN then walked out of the store, carrying a bag of goods that
12 Defendant ANTHONY suspected Mr. BROWN of shoplifting from the store, Mr. BROWN, who
13 was dwarfed in size by Defendant ANTHONY, turned and defiantly stuck his chest out at
14 Defendant ANTHONY. Defendant ANTHONY, who later told an interviewer in reference to
15 shooting and killing Mr. BROWN, that his job as a security guard at Walgreen's was "a lot of
16 pressure, it's a lot to deal with. A person can only take so much," then aimed his gun at Mr.
17 BROWN's chest and fired it one time from close range, shooting and killing Mr. BROWN. Mr.
18 BROWN had backed up and was outside of the store when Defendant ANTHONY shot him.
19 Defendant Anthony was inside the store. All events were captured on WALGREEN's security
20 video. The video depicts Defendant ANTHONY punching Mr. BROWN multiple times,
21 including in the face, until the 5'4", 155-pound Mr. Brown collapsed to the ground.
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23 2. Plaintiffs allege on information and belief that the killing of Mr. BROWN
24 followed instruction from Defendants WBA, WALGREEN CO. and Defendant KINGDOM
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1 GROUP PROTECTIVE SERVICES to their employee security guards to forcibly detain
2 suspected shoplifters, changing longstanding security policies of avoiding escalating
3 confrontations with people suspected of minor property crimes into potentially lethal force
4 encounters. This wrongful death action seeks compensatory and punitive damages against all
5 Defendants for the killing of Mr. BROWN.

6 **JURISDICTION AND VENUE**

7 3. This court has jurisdiction over this matter because the incident occurred at the
8 Walgreens Pharmacy, located at 825 Market Street, San Francisco, CA 90037. Pursuant to
9 California Code of Civil Procedure §395.5, this venue is proper because the incident giving rise
10 to liability occurred in San Francisco County, State of California.

11 **PARTIES**

12 4. On April 27, 2023, Decedent CHYNNA BROWN aka BANKO BROWN ("Mr.
13 Brown") was shot and killed by private security guard, Michael Earl-Wayne Anthony, outside of
14 a Walgreens in San Francisco, California. Plaintiffs have standing to bring this lawsuit under
15 California Code of Civil Procedure section 377.60. Additionally, Plaintiffs bring this action as
16 successors in interest to Mr. Brown under California Code of Civil Procedure section 377.30,

17 5. Plaintiff, TERRY BROWN ("Plaintiff Brown") is a United States citizen and was
18 at all times herein mentioned the biological father of Decedent. Plaintiff Brown sues in his
19 individual capacity and as a Co-Successor-in-Interest to Decedent. Decedent died intestate.
20 Decedent did not file any legal actions prior to his death. To the extent that this action seeks to
21 recover damages for the violation of rights personal to Decedent, this action is maintained by his
22 Co-Successors-in-Interest. Said Plaintiff is a person with standing to bring this action as
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Decedent was unmarried at the time of his death. Plaintiff will comply with CCP 377.32 by filing a successor in interest declaration.

6. Plaintiff, KEVINISHA HENDERSON (“Plaintiff Henderson”) is a United States citizen and was at all times herein mentioned the biological mother of Decedent. Plaintiff Henderson sues in her individual capacity and as a Co-Successor-in-Interest to Decedent. Decedent died intestate. Decedent did not file any legal actions prior to his death. To the extent that this action seeks to recover damages for the violation of rights personal to Decedent, this action is maintained by his Co-Successors-in-Interest. Said Plaintiff is a person with standing to bring this action as Decedent was unmarried at the time of his death. Plaintiff will comply with CCP 377.32 by filing a successor in interest declaration.

7. European-based Defendant WALGREENS BOOTS ALLIANCE, INC (“WBA”), is an Illinois corporation qualified to do business in California and duly existing under the laws of the State of California and doing business in the County of San Francisco. WBA and/or Walgreen Co. owned the premises where the incident giving rise to this lawsuit took place. Plaintiffs are informed and believe that WBA and/or Walgreen Co. hired KINGDOM GROUP PROTECTIVE SERVICES, INC to provide security services to it. Plaintiffs are further informed and believe that MICHAEL EARL-WAYNE ANTHONY was acting as an agent of WBA and/or Walgreen Co. on the date of the incident and was, at all times relevant to this Complaint, acting within the course and scope of such agency. Defendant WBA utilizes three divisions to conduct its operations: Retail Pharmacy USA, Retail Pharmacy International, and Pharmaceutical Wholesale. As of December 31, 2015, Defendant WBA holds: (a) the stock of Walgreen Co.; (b) the stock of Alliance Boots GmbH; (c) over a quarter of the stock of AmerisourceBergen

1 Corporation (the principal supplier of branded and generic drugs to Walgreen Co.'s retail
2 pharmacy operations in the United States).

3 8. Defendant WALGREEN CO. ("WALGREEN CO.") is incorporated under the
4 laws of the State of Illinois, with its principal place of business located at 108 Wilmot Road,
5 Deerfield, Illinois 60015. On December 31, 2014, Defendant WALGREEN CO. became a
6 wholly-owned subsidiary of Defendant WBA. Defendant WALGREEN CO. conducts the Retail
7 Pharmacy USA division of Defendant WBA's operations through thousands of licensed
8 pharmacies in the United States. These pharmacies are located in retail stores and operated under
9 the brand Walgreens.

10 9. Defendant KINGDOM GROUP PROTECTIVE SERVICES, INC ("Protective
11 Services"), is a California corporation qualified to do business in California and duly existing
12 under the laws of the State of California and doing business in the County of San Francisco,
13 headquartered at 1474 Riva Trigos Drive Manteca, CA 95337. Plaintiffs are informed and
14 believe that Protective Services employed MICHAEL EARL-WAYNE ANTHONY, who shot
15 and killed Mr. Brown. Plaintiffs contends that MICHAEL EARL-WAYNE ANTHONY was
16 acting within the course and scope of his employment with Protective Services.

17 10. Defendant MICHAEL EARL-WAYNE ANTHONY ("Defendant Anthony") is an
18 individual. On information and belief, Defendant Anthony is a resident of California and worked
19 as an armed security guard for Protective Services on the premises of WBA and Walgreen Co.
20 on the date of the incident that gave rise to this lawsuit.

21 11. All references made in this Complaint to Defendant WBA and Defendant
22 Walgreen Co. shall include all predecessors, successors, agents, and/or representatives.
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12. Plaintiffs are ignorant of the true names and capacities of Defendants DOES 1 through 12 inclusive, and therefore sue these defendants by such fictitious names. Plaintiffs will amend this Complaint to allege said Defendants true names and capacities when that information becomes known to Plaintiffs. Plaintiffs are informed and believe, and thereon allege that DOES 1 through 12, inclusive, are legally responsible and liable for the incident, injuries, and damages hereinafter set forth, and that each of said Defendants proximately caused the injuries and damages by reason of negligent, careless, deliberately indifferent, intentional, or willful misconduct, including the negligent, careless, deliberately indifferent, intentional, willful misconduct in creating and otherwise causing the incidents, conditions, and circumstances hereinafter set forth, or by reason of direct or imputed negligence or vicarious fault or breach of duty arising out of the matters herein alleged. Plaintiffs will seek to amend this Complaint to set forth said true names and identities of DOES 1 through 12, inclusive, when they have been ascertained.

GENERAL ALLEGATIONS

13. On April 27, 2023, Banko Brown was 24 years old and stood 5'4 tall and weighed approximately 155 pounds and was unarmed. On this date, Mr. Brown was inside Walgreens when he was confronted by a private security guard, Defendant Anthony, who stood 6'2 and fully uniformed in Defendant Kingdom Group Protective Services attire, and armed with a gun.

14. Defendant Anthony suddenly accused Mr. Brown, who was carrying a bag, of stealing snacks from the store. Mr. Brown began cursing at Defendant Anthony, and tried to walk out of the store. Defendant Anthony blocked Mr. Brown's path and the two men pushed each other. Defendant Anthony, who towered over Mr. Brown, shoved Mr. Brown and punched Mr. Brown multiple times in the face, until the 5'4- and 155-pound Mr. Brown collapsed to the

1 ground. After Mr. Brown collapsed, he tried to scramble away from Defendant Anthony, who
2 remained on his feet and tried to hold Mr. Brown on the ground. Mr. Brown grabbed his bag and
3 scrambled to his feet. Mr. Brown moved toward the exit of the store, with Defendant Anthony
4 behind him. Defendant Anthony prevented Mr. Brown from leaving the store with the bag by
5 grabbing Mr. Brown from behind and putting his arm around Mr. Brown's neck area in a
6 chokehold or carotid restraint. Defendant Anthony pulled Mr. Brown away from the exit of the
7 store, lifting him off the ground as he turned around and brought Mr. Brown further into the
8 store, facing the interior of the store.

9 15. Defendant Anthony then pinned Mr. Brown on the ground, still maintaining the
10 chokehold on Mr. Brown, inside the store. Defendant Anthony maintained a position of physical
11 advantage the entire time, including laying flat on top of Mr. Brown for an extended period of
12 time as Defendant Anthony continued to apply the chokehold to him. Defendant Anthony got up
13 from laying on top of Mr. Brown, and Mr. Brown stood up, picked up the bag, and began
14 walking toward the exit of the store with the bag. Defendant Anthony and Mr. Brown looked at
15 each other as Mr. Brown walked toward the exit of the store. According to witnesses interviewed
16 by the District Attorney, Mr. Brown told Defendant Anthony: "I'll fight you on the sidewalk."
17 No witness reported any threat by Mr. Brown to use any weapon, and Mr. Brown was unarmed.
18 Apart from the bag Mr. Brown carried, he clearly had nothing else in his hands. Interviewed
19 after the shooting by police investigators, Defendant Anthony never indicated that he saw or felt
20 the presence of any object or weapon, even though he had been laying on top of Mr. Brown for
21 more than a transitory period of time.
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23 16. Defendant Anthony pulled his gun out as Mr. Brown began walking toward the
24 exit. Defendant Anthony initially held the gun down at his side. According to the District
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1 Attorney's report witnesses reported that as Mr. Brown walked out of the store he spit at
2 Defendant Anthony. Mr. Brown and Defendant Anthony continued arguing with each other as
3 Mr. Brown backed towards the exit of the store. Mr. Brown paused pointed with right hand
4 toward Defendant Anthony's face and momentarily flexed his chest toward Defendant Anthony,
5 but did not touch him. Defendant Anthony was approaching Mr. Brown at this time, motioning
6 with his gun in his right hand toward Mr. Brown, but was obviously out of reach of Mr. Brown.
7 No one could reasonably believe Mr. Brown was trying to strike Defendant Anthony. Mr.
8 Brown then continued to walk backward out of the store onto the sidewalk, clearly outside of the
9 store. Defendant Anthony, inside the store, brought the gun front and center at his waist, gripped
10 the gun with both hands, raised the gun, and fired one shot into Mr. Brown's chest.

11 17. Even if Mr. Brown whispered a threat to stab Defendant Anthony (since no
12 witness identified by the District Attorney heard any threat, but heard other things Mr. Brown
13 said), he posed no reasonably perceived threat to anyone. Killing Mr. Brown was a clear criminal
14 act by Defendant Anthony.

15 18. According to a witness quoted in the District Attorney's report, Mr. Brown
16 survived the gun shot long enough to speak several words. Those words demonstrated that Mr.
17 Brown was aware of his surroundings and aware of what had just happened to him. Plaintiffs
18 contend Mr. Brown endured conscious pain and suffering after being shot by Defendant Anthony
19 before dying.

20 19. Two weeks prior to Defendant Anthony murdering Mr. Brown, departing from
21 longstanding policies, Defendant Protective Services directed their security guards to start
22 forcibly detaining suspected shoplifters. After the killing of Mr. Brown, Protective Services
23 instructed their security guards to stop confronting shoplifters at Walgreens stores around the
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1 Bay Area and to leave their firearms at home. Plaintiffs allege that this change in policy
2 preceding the shooting came at the behest of Defendant Walgreen's. Plaintiffs further allege that
3 one of the reasons why longstanding security policy had been to avoid physically detaining
4 suspected shoplifters was to avoid the infliction of serious injury or death against people who
5 were suspected of misdemeanor property crimes.

6 20. In Defendant Anthony's first public interview after he killed Mr. Brown, he
7 highlighted the pressure he believed that security guards are under in confrontations with
8 suspected shoplifters. Defendant Anthony stated, "This is important for more people to be more
9 aware of." Defendant Anthony said that shoplifting at the Walgreens had been happening too
10 frequently. Defendant Anthony went on to say, "It's a lot to deal with. It's a lot of pressure. A
11 person can only take so much," Defendant Anthony then said: "When you are limited to certain
12 options, something will happen." Defendant Anthony shot and killed Mr. Brown at least in part
13 because of his frustration with people other than Mr. Brown shoplifting or committing petty theft
14 crimes in his presence. Defendant Anthony's killing of the unarmed Mr. Brown shocks the
15 conscience. It was the rash, angry reaction of someone frustrated by the demands of his job,
16 taking it out on Mr. Brown in the worst, most violent way possible. All defendants are subject to
17 punitive damages.
18

19 **DAMAGES**

20 21. As a consequence of Defendants' conduct, Plaintiffs suffered non-economic
21 damages, including, but not limited to, loss of love, affection, care, society, service, comfort,
22 support, right to support, companionship, solace or moral support, expectations of future support
23 and counseling, other benefits and assistance of Decedent Banko Brown, in an amount in excess
24 of the jurisdictional minimum, but no less than \$25,000,000.
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1 22. Plaintiffs are entitled to the non-economic damages suffered by Decedent Banko
2 Brown as a result of the injuries he sustained prior to and at his death, including, but not limited
3 to his pain and suffering in an amount in excess of the jurisdictional minimum.

4 23. Plaintiffs are entitled to punitive damages against all Defendants for the cold-
5 blooded, malicious, conscience-shocking killing of Mr. Brown. Defendants Walgreens Boots
6 Alliance, Inc., Walgreens, Co and Kingdom Group Protective Services changed their
7 longstanding policies preventing their armed security guards from using force to detain suspected
8 misdemeanor shoplifters to allow and encourage their armed security guards to use force to
9 detain suspected misdemeanor shoplifters. Said defendants made these policy changes knowing
10 that their security guards were not police officers, and lacked the training of police officers. Said
11 defendants changed to such aggressive policies without providing the necessary training in how
12 to use de-escalation tactics and lesser forms of force to effect detentions of suspected
13 misdemeanor shoplifters. These policy changes, at least in material part, caused Defendant
14 Anthony to feel the burden of “a lot of pressure” and “a lot to deal with”, and were one of the
15 proximate causes of Defendant Anthony shooting and killing Mr. Brown.
16

17 **FIRST CAUSE OF ACTION**
18 **(Negligence-Wrongful Death, CCP § 377.60)**
19 **(Plaintiffs against Defendants WBA, Walgreen Co., Protective Services, Anthony, and**
20 **DOES 1-12)**

21 24. Plaintiffs hereby re-allege and incorporate by reference herein paragraphs 1
22 through 23 of this Complaint.

23 25. Plaintiffs Brown and Henderson are the only surviving heirs of decedent Mr.
24 Brown. There are no other potential beneficiaries/heirs under C.C.P. § 377.60.

25 26. Defendant Anthony was negligent on the date of Mr. Brown’s death by, among
other things. (i) using unreasonable force massively disproportionate to any reasonable threat

1 posed by Mr. Brown; (ii) initiating a physical confrontation with persons who were not actively
2 threatening or using force on Defendant Anthony; (iii) failing to attempt to retreat or withdraw
3 from a confrontation in which Defendant Anthony became the initial aggressor; (iv) failing to
4 adhere to standards of practice for security guards; (v) shooting an unarmed person; and (vi)
5 failing to render reasonable aid to Mr. Brown when it was obvious that he was in medical
6 distress. Such actions were in conscious and reckless disregard of the risk of injury and death
7 under the circumstances. and there was no objectively reasonable basis for the defendant's
8 actions.

9 27. Defendant Anthony's failure to exercise reasonable care was the proximate cause
10 of Mr. Brown's death. At the time of the incident, Anthony was employed by Protective
11 Services. The negligent acts and omissions occurred within the scope of Anthony's employment
12 because Anthony's acts and omissions could be reasonably foreseen as an outgrowth of
13 Anthony's duties as a security guard for Protective Services. Under the doctrine of respondeat
14 superior, Protective Services is vicariously liable for the torts committed by Anthony during the
15 course of his employment.
16

17 28. At the time of the incident, Defendant Anthony had the actual authority to act on
18 behalf of WBA and Walgreen Co. as an employee of said company. WBA and Walgreen Co. are
19 responsible for the harm caused by Defendant Anthony's negligence because Defendant
20 Anthony was acting as their agent within the scope of his agency when the incident occurred.
21

22 29. Plaintiffs prays for all damages caused by Mr. Brown's wrongful death, including
23 damages for injuries suffered by Plaintiffs and damages for injuries brought on behalf of Mr.
24 Brown through a survivorship action. Plaintiffs' injuries include the loss of Mr. Brown's love,
25 companionship, comfort, care, assistance, protection, affection. society, moral support.

1 30. With respect to the survivorship action., the conduct of all defendants and their
2 agents and/or employees, as described above, was willful, malicious. oppressive, knowing,
3 and/or intentional. Accordingly, Plaintiffs seek an award for punitive and exemplary damages in
4 an amount according to proof for damages caused by defendants.

5 WHEREFORE, Plaintiffs pray for relief as hereinafter set forth.

6 **SECOND CAUSE OF ACTION**
7 **(Wrongful Death- Negligent Hiring, Training and Supervision)**
8 **(Plaintiffs against Defendants WBA, Walgreen Co., Protective Services, and DOES**
9 **1-12)**

10 31. Plaintiffs hereby re-allege and incorporate by reference herein paragraphs 1
11 through 30 of this Complaint.

12 32. Defendants Protective Services, WBA, Walgreen Co., and DOES 1-12 had a duty
13 to ensure that an armed security guard working for them or on their behalf did not possess
14 qualities or characteristics which would make him more likely to harm others in view of the
15 work and/or instrumentalities entrusted to him. Defendants Protective Services, WBA, Walgreen
16 Co., and DOES 1-12 knew, or should have known, that Defendant Anthony possessed qualities
17 or characteristics that made him likely to harm others in view of the work and/or
18 instrumentalities entrusted to him. As a direct and proximate result of Defendants' negligent
19 hiring and/or retention of Defendant Anthony, Mr. Brown was killed. Such actions were in
20 conscious and reckless disregard of the risk of injury and death under the circumstances, and
21 there was no objectively reasonable basis for the defendant's actions.

22 33. Defendants Protective Services, WBA, Walgreen Co., and DOES 1-12 had a duty
23 to supervise, train, and provide policies and procedures to Defendant Anthony regarding, inter
24 alia, customer service, observation and reporting, crime prevention, interrogation, detention,
25 arrests and use of force so that Defendant Anthony would not use excessive or unlawful force

1 against third parties, such as Mr. Brown. Defendants breached their above duties and as a direct
2 and proximate result of Defendants' breach, Mr. Brown was harmed. Such actions were in
3 conscious and reckless disregard of the risk of injury and death under the circumstances, and
4 there was no objectively reasonable basis for the defendant's actions.

5 34. Defendant Protective Services and DOES 1-12 had a duty to train Anthony to
6 ensure his understanding of and compliance with, *inter alia*, observation and reporting, crime
7 prevention, interrogation, detention, arrests and use or force. Defendants breached their duty by
8 failing to properly train Anthony, especially after changing their policies to permit more forceful
9 detentions of people suspected of committing misdemeanor property crime such as shoplifting.
10 As a direct and proximate result of Defendants' negligent training, Mr. Brown was harmed. Such
11 actions were in conscious and reckless disregard of the risk of injury and death under the
12 circumstances, and there was no objectively reasonable basis for the defendant's actions.

13 35. Plaintiffs prays for all damages caused by Mr. Brown's wrongful death, including
14 damages for injuries suffered by Plaintiffs and damages for injuries brought on behalf of Mr.
15 Brown through a survivorship action, Plaintiffs' injuries include the loss of Mr. Brown's love,
16 companionship, comfort, care, assistance, protection, affection, society, and moral support.

17 36. With respect to the survivorship action, the conduct of defendants Protective
18 Services, WBA, Walgreen Co., and DOES 1-12, and their agents and/or employees, as described
19 above, was willful, malicious, oppressive. knowing, and/or intentional. Accordingly, Plaintiffs
20 seek an award for punitive and exemplary damages in an amount according to proof for damages
21 caused by such defendants.
22

23 WHEREFORE, Plaintiffs pray for relief as hereinafter set forth.
24
25

1 not consent to the touching and he was killed by Defendant Anthony's conduct. Any reasonable
2 person in Mr. Brown's situation would have been offended by the touching.

3 42. At the time of the incident, Defendant Anthony was employed by Protective
4 Services.

5 43. Under the doctrine of respondeat superior, Protective Services is vicariously liable
6 for the torts committed by Anthony during the course of his employment.

7 44. At the time of the incident Anthony had actual authority to act on behalf of WBA,
8 Walgreen Co. As such WBA and Walgreen Co. are responsible for the harm caused by
9 Defendant Anthony's battery because Defendant Anthony was acting as their agent within the
10 scope of his agency when the incident occurred.

11 45. Plaintiffs prays for all damages caused by Mr. Brown's wrongful death, including
12 damages for injuries suffered by Plaintiffs and damages for injuries brought on behalf of Mr.
13 Brown through a survivorship action. Plaintiffs' injuries include the loss of Mr. Brown's love,
14 companionship, comfort, care, assistance, protection, affection, society, and moral support.

15 46. With respect to the survivorship action, the conduct of all defendants and their
16 agents and/or employees, as described above, was willful, malicious, oppressive, knowing,
17 and/or intentional. Accordingly, Plaintiffs seek an award for punitive and exemplary damages in
18 an amount according to proof for damages caused by defendants.

19 WHEREFORE, Plaintiffs pray for relief as hereinafter set forth.
20

21 **FIFTH CAUSE OF ACTION**
22 **(Violation of Bane Act CALIFORNIA CIVIL CODE §52.1)**
23 **(Plaintiffs Against Defendant Anthony)**

24 47. Plaintiffs hereby re-allege and incorporate by reference herein paragraphs 1
25 through 46 of this Complaint.

48. Defendant Anthony's above-described conduct constituted interference, and attempted interference, by threats, intimidation, and coercion, with Mr. Brown's peaceable exercise and enjoyment of rights secured by the Constitution and laws of the United States and the State of California, in violation of California Civil Code §52.1.

49. As a direct and proximate result of Defendants' violation Civil Code §52.1, Mr. Brown suffered violations of his constitutional rights, and suffered damages as set forth herein.

50. Plaintiffs are entitled to injunctive relief and an award of their reasonable attorney's fees, pursuant to Civil Code §52.1(h).

51. Plaintiffs are entitled to treble damages, but in no case less than \$4,000.00 and an award of their reasonable attorney's fees, pursuant to Civil Code §52(a).

52. Under the provisions of California Civil Code §52(b), Defendants are liable for punitive damages for each violation of Civil Code §52.1, reasonable attorney's fees and an additional \$25,000.00.

WHEREFORE, Plaintiffs pray for relief as hereinafter set forth.

JURY DEMAND

Plaintiffs hereby demand a jury trial in this action.

PRA YER


WHEREFORE, Plaintiffs pray for relief, as follows:

1. For general damages according to proof;
2. For special damages in a sum according to proof;
3. For prejudgment interest, according to proof;
4. For funeral and burial expenses, according to proof;

5. For punitive damages in a sum according to proof as to Defendants Michael Earl-Wayne Anthony, Protective Services, WBA; and Walgreen Co;
6. For any and all statutory damages allowed by law;
7. For treble damages and any and all attorneys' fees incurred by Plaintiffs pursuant to Civil Code section 52.1;
8. For cost of suit herein incurred; and
9. For such other and further relief as the Court deems just and proper.

Dated: May 25, 2023

BURRIS, NISENBAUM, CURRY AND LACY, LLP



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