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5 Attorneys for Plaintiffs  
6 Francisca Esmeralda Medina and Carlos Lara, Sr.,  
7 individually, and as Successors-in-Interest to Carlos  
8 Lara, Jr.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**  
10 **CENTRAL JUDICIAL DISTRICT**

12 FRANCISCA ESMERALDA MEDINA,  
13 individually and as successor-in-interest to  
14 CARLOS LARA, JR.; CARLOS LARA, SR.,  
15 individually and as successor-in-interest to  
16 CARLOS LARA, JR.,

15 Plaintiffs,

16 vs.

17 CITIGUARD, INC, a California Corporation;  
18 METROGUARD USA, INC., a California  
19 Corporation; PRIMESTOR DEVELOPMENT,  
20 LLC, a Delaware Limited Liability Company;  
21 PRIMESTOR DEVELOPMENT, INC., a  
22 Nevada Corporation; ELSINORE  
23 DEVELOPERS, LLC, a Delaware Limited  
24 Liability Company; HOME DEPOT USA,  
25 INC., a Delaware Corporation; and RALPH  
26 EDWARD FULTON, JR., an Individual; and  
27 DOES 1 to 50, inclusive,

23 Defendants.

CASE NO.: **24STCV25469**

**COMPLAINT FOR:**

1. Wrongful Death: Negligence (Cal. Code of Civ. Proc. §§377.60, et seq.);
2. Wrongful Death: Negligence Per Se (Cal. Code of Civ. Proc. §§377.60, et seq.);
3. Wrongful Death: Negligence – Premises Liability (Cal. Code of Civ. Proc. §§377.60, et seq.);
4. Wrongful Death : Assault (Cal. Code of Civ. Proc. §§377.60, et seq.);
5. Wrongful Death: Battery (Cal. Code of Civ. Proc. §§377.60, et seq.);
6. Wrongful Death: Ralph Civil Rights Act (Cal. Code of Civ. Proc. §§377.60, et seq. & Cal. Civ. Code §51.7);
7. Wrongful Death: Tom Bane Civil Rights Act (Cal. Code of Civ. Proc. §§377.60, et seq. & Cal. Civ. Code §52.1);
8. Wrongful Death: Unruh Civil Rights Act (Cal. Code of Civ. Proc. §§377.60, et seq. & Cal. Civ. Code §51)

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- 9. Survival Action: Negligence (Cal. Code of Civ. Proc. §§377.34(b), et seq.);
- 10. Survival Action: Negligence Per Se (Cal. Code of Civ. Proc. §§337.34(b), et seq.) ;
- 11. Survival Action: Negligence – Premises Liability (Cal. Code of Civ. Proc. §§337.34(b), et seq.);
- 12. Survival Action: Assault (Cal. Code of Civ. Proc. §§337.34(b), et seq.);
- 13. Survival Action: Battery (Cal. Code of Civ. Proc. §§337.34(b), et seq.); and
- 14. Survival Action: Ralph Civil Rights Act (Cal. Code of Civ. Proc. §§337.34(b), et seq. & Cal. Civ. Code §51.7);
- 15. Survival Action: Tom Bane Civil Rights Act (Cal. Code of Civ. Proc. §§337.34(b), et seq. & Cal. Civ. Code §52.1);
- 16. Survival Action: Unruh Civil Rights Act (Cal. Code of Civ. Proc. §§337.34(b), et seq. & Cal. Civ. Code §51).

**DEMAND FOR JURY TRIAL**

**INTRODUCTION**

- 1. This case is about a tragic death that never should have happened and, with reasonable care, would have been prevented. A loving and vibrant young life was taken prematurely causing a permanent and unimaginable loss to his parents.
- 2. On a Sunday afternoon, decedent Carlos Lara, Jr. went to the local Home Depot store to buy materials for a home improvement electrical project he was working on to help his sister. Tragically, he never returned home because he was executed by an unfit armed private security guard who never should have been allowed to patrol this crime-ridden location.
- 3. The Home Depot is located in a dangerous and crime-ridden area. It thus requires

1 private armed security guards to patrol the lot to deter crimes and, if committed, detect and report  
2 to law enforcement. A basic foundational principle of private security guard work is that the  
3 guard's job is to deter, detect and report. Unlike law enforcement, private security guards have no  
4 duty to detain or apprehend and they are typically discouraged from doing so. Instead, proper  
5 practice is that a private security guard does not try to detain or apprehend an alleged suspect –  
6 especially where the alleged suspect's identity is known or knowable such that the identifying  
7 information (like a license plate) can be taken down and reported to law enforcement.

8 4. But that is not what happened on this tragic day. Instead, a private security guard  
9 armed with a firearm violated basic and standard practices for a security guard. Instead of  
10 detecting and reporting, and using proper de-escalation techniques to ensure the safety of all  
11 involved, this armed guard (and others) created a dangerous situation for Carlos Lara, Jr. and then  
12 executed him with a bullet to his head as Carlos tried to leave the premises, which he had the legal  
13 right to do.

14 5. This execution of a human being was not an unforeseeable act. Rather, this was a  
15 tragedy waiting to happen as shown by a veritable mountain of evidence of prior notice that  
16 should have prevented this tragedy from happening.

17 6. First, the executioner guard should never have been employed on this day given the  
18 wealth of disqualifying factors in his past that were known or, at least, readily knowable from  
19 public sources. Had those in charge of hiring and supervising him done their job, Carlos would be  
20 alive today.

21 7. Second, the guard company itself should not have been hired and, if it was hired, its  
22 contract should have been terminated long before the day in question. Much evidence shows that  
23 the company itself cut corners with public safety and employed guards who were unfit at this  
24 location. Had those in charge of hiring and supervising the security guard company done their  
25 job, Carlos would be alive today.

26 8. Third, had the security guard properly trained its guards, and had the guards  
27 involved followed basic and proper practices for private armed security guards, Carlos would be  
28 alive today.





1 existing under and by virtue of the laws of the State of Delaware, and authorized to conduct and  
2 conducting business in the State of California and throughout the County of Los Angeles, with its  
3 principal place of business at 9950 Jefferson Blvd., Building 2, Culver City, CA 90232.

4 15. At all times mentioned herein, Defendant PRIMESTOR, INC. (hereafter,  
5 PRIMESTOR, INC.) was and is a corporation, duly organized and existing under and by virtue of  
6 the laws of the State of Nevada, and authorized to conduct and conducting business in the State of  
7 California and throughout the County of Los Angeles, with its principal place of business at 9950  
8 Jefferson Blvd., Building 2, Culver City, CA 90232.

9 16. Collectively, Defendants PRIMESTOR DEVELOPMENT, LLC and PRIMESTOR  
10 DEVELOPMENT, INC. are referred to as Defendants PRIMESTOR.

11 17. At all times mentioned herein, Defendant ELSINORE DEVELOPERS, LLC  
12 (hereafter, ELSINORE) was and is a limited liability company, duly organized and existing under  
13 and by virtue of the laws of the State of Delaware, and authorized to conduct and conducting  
14 business in the State of California and throughout the County of Los Angeles, with its principal  
15 place of business at 22243 Via Leonardo, Calabasas, CA 91302.

16 18. At all times mentioned herein, Defendant HOME DEPOT USA, INC. (hereafter,  
17 HOME DEPOT) was and is a corporation, duly organized and existing under and by virtue of the  
18 laws of the State of Delaware, and authorized to conduct and conducting business in the State of  
19 California and throughout the County of Los Angeles, with its principal place of business at 2455  
20 Paces Ferry Road, Atlanta, GA 30339.

21 19. At all times mentioned herein, Defendant RALPH FULTON, JR. (hereafter,  
22 FULTON), was and is an individual residing in the State of California within the County of Los  
23 Angeles. Upon information and belief, Defendant FULTON was a direct employee of Defendants  
24 CITIGUARD and/or METROGUARD, but was subject to the control of other Defendants sued  
25 herein. Under California Business and Professions Code section 7582.15, as a licensee  
26 Defendants CITIGUARD and/or METROGUARD are “legally responsible for the good conduct  
27 in the business of each of his or her employees or agents, including his or her manager.”

28 20. At all times herein mentioned, Defendants (whether or not specifically identified or

1 designated herein as a DOE Defendant), and each of them, were the agents, employees, servants,  
2 partners, independent contractors, joint venturers, and/or participants of and/or with all other  
3 Defendants, and of and/or with each other, and in doing the things hereinafter mentioned, were  
4 agents, employees, servants, partners, and joint venturers and/or acted with the consent and  
5 permission of the co-Defendants, and each of them, and within the course and scope of their  
6 employment, agency, contractorship, joint venture, etc.

7 21. Upon information and belief, certain of the Defendants or others to be named were  
8 alter egos of each other under California law.

9 22. At least some of the acts, omissions, and/or conduct complained of herein occurred  
10 in the County of Los Angeles, State of California.

#### 11 **FACTUAL ALLEGATIONS**

##### 12 **A. The Chesterfield Square shopping center.**

13 23. The Chesterfield Square shopping center is a 221,000 square foot retail shopping  
14 center located in South Los Angeles off of Slauson Avenue. The location includes a large public  
15 parking lot that services the large number of retail stores (*e.g.*, Home Depot, Food 4 Less, etc.)  
16 located within the Chesterfield Square.

17 24. Upon information and belief, the Chesterfield Square is owned by Defendant  
18 ELSINORE.

19 25. Upon information and belief, Defendant ELSINORE contracts with Defendants  
20 PRIMESTOR to manage the Chesterfield Square shopping center.

21 26. Defendant HOME DEPOT has a store within the Chesterfield Square that is open  
22 to the public.

23 27. The Chesterfield Square location is a high-crime location with criminal activity  
24 (both violent and non-violent) regularly occurring at the location. It is a location that requires  
25 security personnel who are properly and thoroughly trained and qualified to handle the myriad of  
26 criminal or dangerous activities that may occur at the premises.

27 28. Upon information and belief, in addition to the private security guards at the  
28 Chesterfield Square directly employed by Defendants METROGUARD and/or CITIGUARD as

1 described in the text below, Defendant HOME DEPOT also supplies private security personnel at  
2 least within its store and, upon information and belief, potentially in the areas near and around its  
3 store.

4 **B. The initial negligent hiring of Defendants METROGUARD and/or**  
5 **CITIGUARD, and the subsequent negligent retention and continued**  
6 **employment of Defendants METROGUARD and/or CITIGUARD.**

7 29. Upon information and belief, Defendants ELSINORE and/or PRIMESTOR (and  
8 potentially others unknown) contracted to provide private security services at Chesterfield Square  
9 with Defendants CITIGUARD and/or METROGUARD. This included armed guard services.  
10 The decision to hire Defendants CITIGUARD and/or METROGUARD was a negligent and  
11 unreasonable decision made, upon information and belief, as a cost-conscious decision that put  
12 profits over safety. Defendants METROGUARD and CITIGUARD have promoted their services  
13 to potential customers as a cheaper option than their competitors. Defendant CITIGUARD  
14 advertises its services as having “very competitive” pricing and they boast about having “saved  
15 many of our valued clients approximately 35% or more.” *See*  
16 <https://www.mysecurityguards.com/why-citiguard.php> (last viewed August 8, 2024). Likewise,  
17 Defendant METROGUARD, the predecessor to Defendant CITIGUARD, similarly boasted to  
18 potential customers that its “pricing is very competitive and we have saved many of our clients  
19 more than 30% on their security budget....” [https://www.yelp.com/biz/metroguard-security-](https://www.yelp.com/biz/metroguard-security-guards-services-chatsworth)  
20 [guards-services-chatsworth](https://www.yelp.com/biz/metroguard-security-guards-services-chatsworth) (last viewed August 8, 2024).

21 30. Upon information and belief, Defendants METROGUARD and CITIGUARD  
22 supply private security services at substantially discounted rates compared to their competitors  
23 because they cut corners with safety (*e.g.*, hiring cheaper labor, deficiently training its guards, etc.)  
24 and any reasonable level of due diligence in investigating and selecting Defendants CITIGUARD  
25 and/or METROGUARD would have shown that the promised cost savings would come at the  
26 expense of quality of service and, therefore, would increase the danger to the public. The business  
27 mode of Defendants CITIGUARD and/or METROGUARD put profits over the safety of people,  
28 and it was antithetical to a reasonable approach to running a private security business which armed  
its guards with lethal firearms and gave them apparent or ostensible power over the public.

1           31.     Well before the killing of decedent Carlos Lara, Jr., publicly known or knowable  
2 information suggested that Defendants METROGUARD and/or CITIGUARD were cutting  
3 corners with safety.

4           32.     For example, by way of illustration and not limitation, before the day that one of  
5 their guards killed decedent Carlos Lara, Jr., Defendants METROGUARD and/or CITIGUARD  
6 had a publicly discoverable history of failing to administer and/or keep record of legally mandated  
7 trainings required of guards they directly employed and failing to certify proof of current and valid  
8 security guard registration for multiple guards they employed as security personnel.

9           33.     Another example of publicly available information that should have alerted a  
10 reasonable hirer of the potential that Defendants METROGUARD and/or CITIGUARD were unfit  
11 for the purpose they were, offered by of illustration and not limitation, was various online reviews  
12 – including, for example:

13           a.     An ex-employee review of Defendant METROGUARD from approximately six  
14 (6) years ago stated: “I worked for this company for over a year. They slave  
15 drove some guys that were from Africa. He was doing 16 hours a day and  
16 getting paid 8 dollars per hour the whole time. This company sucks!!! Please  
17 look for another company!!!”

18           b.     Another online review from approximately five (5) years earlier reported:  
19 “WARNING: THIS IS MOST DEFINATLY (*SIC*) THE WORST SECURITY  
20 COMPANY I HAVE EVER HAD THE MISFORTUNE OF DEALING  
21 WITH..., THEY ARE ALL TALK; FULL OF LIES AND EMPTY  
22 PROMISES... DO YOURSELF A FAVOR AND LOOK ELSEWHERE FOR  
23 A REPUTABLE FIRM....”

24           c.     Another online review from October 11, 2012 reported: “This company is  
25 suspended by the franchise tax board. They have no insurance or licenses to  
26 run a security company. They do not pay their workers on time which results in  
27 low worker morale and no call no shows and eventually quitting the job and  
28 leaving your business high and dry with no security guard. They have many

1 lawsuits against them from workers filing complaints with the labor board.”

2 d. Another online review from July 10, 2012 reported: “Terrible customer service,  
3 rude, belligerent, unprofessional. When I called in the owner answered and  
4 immediately made a sexist comment about my voice. DO NOT HIRE THESE  
5 JERKS!!!!”

6 34. There is more. A simple internet search of the record owners and principals of  
7 Defendants METROGUARD and CITIGUARD (Sam Nomair and Gharzai Nomair) reveals their  
8 longstanding history of violating California laws regulating private security guards. An internet  
9 search engine query of their names shows that, on August 12, 2007, the Oxnard Police Department  
10 issued a press release that eleven security officers (including Gharzai Nomair and Sami Nomair)  
11 were arrested for violating California’s laws regulating private security services.

12 35. In short, Defendants METROGUARD and CITIGUARD – and their principals  
13 Sam and Gharzai Nomair – have a longstanding history of operating at the fringes of the private  
14 security guard business with obvious warnings signs that their business model put profits over  
15 safety unreasonably putting the public at risk. A reasonable hirer having done proper due  
16 diligence regarding the important decision of hiring armed security guards should not have hired  
17 them to provide armed security services (especially at a high-risk location like Chesterfield  
18 Square) – let alone, retained and continued to employ them given the facts detailed below after  
19 they were hired.

20 **C. Defendants METROGUARD’S and/or CITIGUARD’S negligent hiring of**  
21 **Defendant FULTON.**

22 36. Defendants METROGUARD’s and/or CITIGUARD’s hiring, and retention, of  
23 Defendant FULTON provides a lens into their dysfunctional, negligent business model.  
24 Consistent with their apparent business practice of cutting costs on labor to increase profits,  
25 Defendants METROGUARD and/or CITIGUARD negligently hired Defendant FULTON to work  
26 as an armed security guard when a reasonable due diligence would have shown that he was unfit  
27 for that purpose upon hire, especially for a high-risk location like Chesterfield Square.

28 37. Before the day that he killed decedent Carlos Lara, Jr., there was known or

1 reasonably knowable evidence that Defendant FULTON was unfit to serve as an armed security  
2 guard, especially at a high-risk location like Chesterfield Square. The following, offered by way  
3 of illustration and not limitation, is some of the evidence of Defendant FULTON's unfitness that  
4 was known or reasonably knowable before the day that he executed decedent Carlos Lara, Jr.

5       **38. Defendant FULTON's past criminal history:** Upon information and belief,  
6 before his hiring by Defendants METROGUARD and/or CITIGUARD, Defendant FULTON had  
7 a history of not only committing criminal conduct but also showing utter disrespect and disregard  
8 for the rule of law when he was being prosecuted for his criminal conduct. This known or  
9 reasonably knowable history should have disqualified him from employment as an armed security  
10 guard or, at the very least, given pause and required further investigation and inquiry before hiring  
11 and thereafter to ensure his fitness. It also should have prevented him from being placed with a  
12 firearm at a high-risk location like Chesterfield Square.

13       **39.** On January 29, 2009, Defendant FULTON was criminally charged with violations  
14 of California Penal Code sections 12500(A), 14601.1(A) and 24250 – *i.e.*, driving without a  
15 license, driving on a suspended or revoked license and a driving-related infraction. On March 20,  
16 2009, Defendant FULTON was convicted of violating Penal Code section 12500(A) (driving  
17 without a license). Defendant FULTON was sentenced to two years' summary probation, ordered  
18 to pay certain fines and penalties, required to attend and show proof of completing an alcohol  
19 program, and his driver's license was suspended. Then, on April 20, 2009, when Defendant  
20 FULTON appeared in court, he had failed to file the required proof of enrollment and progress in  
21 the court-ordered alcohol program. The court imposed 80 hours of community service. At the  
22 next hearing on June 22, 2009, while Defendant FULTON did prove his enrollment in the required  
23 alcohol program, he had now failed to enroll in the court-ordered community service program.  
24 The court continued the case to September 30, 2009, and ordered Defendant FULTON to appear  
25 on that date. On September 30, 2009, Defendant FULTON failed to appear at the court-ordered  
26 hearing so the court issued a bench warrant against him setting bail at \$26,000 (1<sup>st</sup> failure to  
27 appear). On June 25, 2010, Defendant FULTON was picked up by the Long Beach Police  
28 Department, cited for his failure to appear on the bench warrant and ordered to appear on August

1 23, 2010 for a bench warrant hearing. On August 23, 2010, Defendant FULTON again failed to  
2 appear at the bench warrant hearing (2<sup>nd</sup> failure to appear). The court issued another bench  
3 warrant this time raising the bail amount to \$50,000. Then, on February 10, 2011, the court held a  
4 bench warrant hearing at which time the court found that Defendant FULTON violated the terms  
5 of his probation. The court revoked but then reinstated his probation and imposed a sentence of  
6 10 days in Los Angeles County jail.

7 40. On June 21, 2010, Defendant FULTON was criminally charged with a violation of  
8 California Penal Code section 14601.1(A), which prohibits driving on a suspended or revoked  
9 license. The arraignment was continued to November 29, 2010, and Defendant FULTON was  
10 ordered to appear on that date. But he failed to appear on November 29, 2010, prompting the  
11 court to issue a bench warrant for his arrest (3<sup>rd</sup> failure to appear). On February 8, 2011, the court  
12 held a hearing on the bench warrant at which time Defendant FULTON appeared and was  
13 convicted of the charged offense. The court imposed a sentence of three years of summary  
14 probation with 10 days in Los Angeles County jail. The court also ordered Defendant FULTON  
15 to appear at the next scheduled hearing on June 8, 2011, a restitution hearing. On June 8, 2011,  
16 Defendant FULTON again failed to appear at the court-ordered hearing resulting in the court  
17 issuing another bench warrant for him (4<sup>th</sup> failure to appear).

18 41. On February 8, 2011, Defendant FULTON was convicted of criminal charges for  
19 violation of California Penal Code section 12020(A)(1), which prohibits the carrying, manufacture  
20 or importation of certain types of weapons including certain specified firearms. Defendant  
21 FULTON was sentenced to a suspended sentence with three years of summary probation, various  
22 fines and penalty assessments, and a specific condition of his probation was that he could “not  
23 own, use or possess any dangerous or deadly weapons, including any firearms, knives or other  
24 concealable weapons.” On August 30, 2011, the court held a post-sentencing hearing at which  
25 Defendant FULTON had previously been ordered to appear. Defendant FULTON failed to appear  
26 at the hearing as ordered by the court, causing the court to issue a bench warrant for his arrest (5<sup>th</sup>  
27 failure to appear). On October 25, 2011, after Defendant FULTON was apparently picked up on  
28 the bench warrant, the court held a bench warrant hearing at which time the court found that

1 Defendant FULTON violated the terms and conditions of his probation by failing to appear at the  
2 August 30, 2011 hearing but noted that he had served four days in jail in the meantime. The court  
3 therefore revoked but then reinstated his portion and continued it on the same terms.

4       42.     **The BSIS previously revoked Defendant FULTON security guard license:** On  
5 June 28, 2004, the BSIS first issued a security guard license to Defendant FULTON. On or about  
6 May 14, 2012, the BSIS revoked Defendant FULTON’s security guard license because of his  
7 criminal convictions. This revocation of Defendant FULTON’s license is publicly available and  
8 accessible through the BSIS’s online database. Thereafter, in November 2022, the BSIS issued an  
9 exposed firearm permit to Defendant FULTON; in June 2023, the BSIS issued another exposed  
10 firearm permit to Defendant FULTON; and in September 2023, the BSIS issued a baton permit to  
11 Defendant FULTON.

12       43.     Reasonable conduct and proper due diligence in the hiring process should have led  
13 Defendants METROGUARD and/or CITIGUARD to realize that Defendant FULTON had  
14 previously lost his security guard license and, thus, refuse to hire Defendant FULTON. At the  
15 very least, this evidence (plus the other available known or reasonably knowable evidence detailed  
16 herein) should have led to a more thorough and probing investigation into his potential hire which  
17 then should have led to his non-hiring. Certainly, reasonable hiring and employment practices  
18 should not have led to hiring Defendant FULTON and then placing him as an armed guard at a  
19 high-risk location given the totality of known or reasonably knowable information described  
20 herein (both above and below).

21       44.     **February – March 2023: Domestic violence protective restraining order issued**  
22 **against Defendant FULTON:** Publicly available court records also show that on February 10,  
23 2023, a domestic violence prevention order was filed against Defendant FULTON by Miyoshi  
24 Keana Morrow, his then-live-in girlfriend. In her declarations under penalty of perjury in support  
25 of her request for this domestic violence restraining order, Ms. Morrow, who lived with Defendant  
26 FULTON at the time, testified that, on February 8, 2023, Defendant FULTON engaged in a  
27 barrage of menacing, violent and threatening behavior towards her and her minor daughter  
28 including: angrily yelling and smashing a wifi box on the floor; “punching holes in the walls



1 followed by breaking priceless dishes”; pulling a “tv off the wall and smash[ing] it”; pulling “the  
2 kitchen sink off the sink”; after cutting himself by punching holes in the walls, intentionally  
3 splashing his blood around the home and wiping his bloody hands on the walls; dragging his  
4 seventy-year-old father “across the floor” and then pushing him out of the way so Defendant  
5 FULTON could continue destroying Ms. Morrow’s property; threatening “I’m gonna fuck up all  
6 your shit before I go”; breaking the bathroom mirror with a baseball bat; throwing a skateboard  
7 through Ms. Morrow’s bedroom window and lawn sheers through her minor daughter’s bedroom  
8 window; threatening that he would return the next day again to “fuck shit up”; using a brick to  
9 break her front door ring camera; grabbing her cell phone from her hand as she was trying to call  
10 for help and smashing it on the ground and then throwing it in the toilet; threatening to break more  
11 windows if she did not let him back inside the house after she locked him out of the house.

12           45.     Ms. Morrow further testified that, after she had left the house, she saw on her Ring  
13 camera that Defendant FULTON returned to her house the next day (February 9, 2023 at 5:30  
14 a.m.). When Ms. Morrow returned back to the house at approximately 8:00 a.m., she saw that  
15 Defendant FULTON had cut new holes in the walls, smeared feces on her bathroom walls and  
16 doors, stuffed various items inside her toilet and stole her new wifi box plus some other items.  
17 Defendant FULTON then threatened to burn down the house if she did not allow him to stay in it.  
18 Ms. Morrow left the house to try to get an emergency restraining order. By the time she arrived  
19 back home, Defendant FULTON had: ransacked the entire home; removed all the food from the  
20 home; made new holes in the walls and the ceiling; poured the contents of the trash cans onto the  
21 floor; stole his daughters computer and video games; and discarded some of Ms. Morrow’s clothes  
22 into the back alley. Defendant FULTON then refused to leave threatening that he would stay in  
23 the garage and continue to “fuck shit up and make [Ms. Morrow’s] life hell.”

24           46.     **Defendant FULTON’s public social media postings:** A review of Defendant  
25 FULTON’s publicly available social media postings from before he killed decedent Carlos Lara,  
26 Jr. should have raised even more red flags as to his fitness for hire or continued employment as an  
27 armed security guard, especially when considered in light of his history of criminal activity, his  
28 earlier license revocation and his violent behavior that led to the domestic violence protective

1 order. Some examples, offered by way of illustration and not limitation, are below.

2 47. On November 12, 2022, Defendant FULTON’s social media posting suggested he  
3 was taking illicit drugs. Specifically, he posted the comment “35\$ chocolate bar” with an image  
4 of a package of psilocybin mushrooms with the label “SHROOMALICIOUS” and containing the  
5 following text: “PSILOCYBIN MUSHROOMS, COMMONLY KNOWN AS MAGIC  
6 MUSHROOMS OR SHROOMS, ARE A POLIYPHYLETIC, INFORMAL GROUP OF FUNGI  
7 THAT CONTAIN PSILOCYBIN.” The packaging contained an express warning: “DO NOT  
8 OPERATE ANY TYPE OF MOTORIZED VEHICLE.” Under California law, substances  
9 containing Psilocybin are classified as a Scheule I controlled substance and are illegal. *Health &*  
10 *Safety Code* §11054(a)(d)(18).

11 48. On January 1, 2023, Defendant FULTON posted the following to his social media  
12 account: “Racism has been alive & well in this country from its inception. Been Thriving from it.  
13 Until tables turned & it suddenly evolved into ‘antisemitism.’ Now all of a sudden there’s a  
14 campaign to put a stop to it. 🤔 Naaa yall gon get a lil piece of this hate pie too. We equal  
15 right?” In this posting, Defendant FULTON effectively encourages and promotes the idea of  
16 harboring and acting on prejudice or bias.

17 49. On January 8, 2023, Defendant FULTON’s social media posting suggested that he  
18 was taking a substance (Ksm-66 ashwaganda herb) which he claimed was “MAGIC for stress and  
19 anxiety” because he could “just feel it removing the cortisol from [his] bloodstream.” If, as he  
20 suggested, Defendant FULTON was suffering from stress and anxiety to the degree that it was  
21 impacting him mentally or physically, such uncontrolled stress or anxiety could adversely impact  
22 his performance of duties as an armed security guard. For example, uncontrolled anxiety can  
23 make someone prone to overreacting in stressful or high-intensity situations.

24 50. While individuals with anxiety conditions are not automatically disqualified from  
25 employment as security guards in all instances, there nonetheless are some circumstances where  
26 an armed security guard’s anxiety condition would disqualify them from continued employment.  
27 Under employment reasonable accommodation law, an employer can deny employment to an  
28 individual with a disability if, after provision of reasonable accommodation, the individual cannot

1 “perform the essential functions of the position in question in a manner that would not endanger  
2 the health or safety of others because the job imposes an imminent and substantial degree of risk  
3 to others.” 2 Cal. Code Regs. §11067(c). In assessing whether an employee’s disability or its  
4 manifestations renders the employee a “threat to others,” employers may consider: “(1) the  
5 duration of the risk; (2) the nature and severity of the potential harm; (3) the likelihood that  
6 potential harm will occur; (4) the imminence of the potential harm; and (5) consideration of  
7 relevant information about an employee’s past work history.” 2 Cal. Code Regs. §11067(e).

8 51. Under both California law and analogous federal law under the Americans with  
9 Disabilities Act (ADA), if the potential harm to others is great and serious (such as death or  
10 serious bodily injury), only a modest increase in that potential harm resulting from the disability is  
11 sufficient to justify removal of the person from the job. *See e.g., E.E.O.C. v. United Parcel*  
12 *Service, Inc.* (9<sup>th</sup> Cir. 2005) 424 F.3d 1060, 1076; *see also Hutton v. Elf Atochem North America,*  
13 *Inc.* (9<sup>th</sup> Cir. 2001) 273 F.3d 884, 894 (“Even were we to agree with Hutton, however, that the  
14 likelihood of an accident is small, we conclude that the severity and scale of the potential harm to  
15 others presented by Hutton’s employment nevertheless pose a significant risk under the direct-  
16 threat analysis.”). Given the foregoing rules, courts have held that security guards and/or law  
17 enforcement in some circumstances are unqualified for the job because of their anxiety condition.  
18 *See e.g., Jordan v. City of Union City, Ga.* (N.D. Ga. 2015) 94 F.Supp.3d 1328, 1342- (holding  
19 that police officer’s anxiety condition rendered officer unable to perform the job’s essential  
20 functions because his job “was to respond to emergencies and put himself in harms’ way to protect  
21 and serve the public,” but his condition made it such that “he could [not] handle the core functions  
22 and capacity to handle stress required of a police officer...”); *Melendez v. Santana v. Puerto Rico*  
23 *Ports Authority* (D. Puerto Rico 2007) 472 F.Supp.2d 144, 150 (security supervisor unqualified for  
24 job because of anxiety condition).

25 52. When the above social media postings are reviewed together and in totality with the  
26 other details of Defendant FULTON discussed above – including his prior criminal activity, his  
27 repeated disregard of the rule of law, his earlier license revocation and the February 2023  
28 allegations of domestic violence against him – a reasonable hirer would have deemed him unfit for

1 the role of an armed security guard, especially at a high-risk location. He never should have been  
2 hired or, at least, should not have continued to be employed. Certainly, at a minimum, an  
3 investigation and inquiry into his continued fitness for the job of an armed security officer at a  
4 high-risk location should have occurred. Upon information and belief, this did not occur. Instead,  
5 Defendants allowed him to continue patrolling Chesterfield Square armed with a lethal firearm  
6 and the apparent authority of a security officer in charge of the location.

7 **D. The conduct and improper practices of the security guards at the Chesterfield**  
8 **Square before the killing of Carlos Lara, Jr. provided additional evidence that**  
9 **the guards at this location were unfit and the contract with Defendants**  
10 **METROGUARD and/or CITIGUARD should have been terminated.**

11 53. Well before the killing of decedent Carlos Lara, Jr., a reasonable inquiry would  
12 have shown that Defendants METROGUARD and/or CITIGUARD employed armed guards at the  
13 Chesterfield Square (in addition to Defendant FULTON) who were unfit for the purpose they were  
14 hired, and thereby created an unreasonable risk of harm to the public. This should not come as a  
15 surprise given the apparent intentional business model of hiring low-cost labor and not properly  
16 training them that has been endemic to the way Defendants METROGUARD and/or CITIGUARD  
17 run their business.

18 54. Upon information and belief, before the killing of decedent Carlos Lara, Jr., it was  
19 known or reasonably knowable that the security guards at this location were aggressive, violent  
20 and menacing to individuals who frequented the premises, including and especially Hispanic or  
21 Latinx individuals.

22 55. For example, by way of illustration and not limitation, one of the businesses located  
23 at Chesterfield Square is Defendant HOME DEPOT, a home improvement store. In hopes of  
24 being hired for work, day laborers frequent Chesterfield Square's parking lot and adjacent areas.  
25 Often, these day laborers are Latinx or Hispanic individuals. Upon information and belief, many  
26 of the guards employed by Defendant METROGUARD and/or CITIGUARD at this location  
27 regularly roughed-up, antagonized or otherwise mistreated the Latinx or Hispanic day laborers.  
28 This happened so often that, upon information and belief, there was widespread perception among  
the Latinx or Hispanic day laborers that many of the guards were racist against them and treated

1 them poorly – including with acts of physical aggression – based on their Latinx or Hispanic  
2 status. Upon information and belief, the Latinx or Hispanics who frequented the area saw that the  
3 security guards who patrolled the area treated them worse than members of other races or  
4 ethnicities.

5 56. Upon information and belief, before the day that Carlos Lara, Jr. was killed, it was  
6 known or reasonably knowable that the security guards working at this location engaged in acts of  
7 excessive and needless force in abuse of their power and authority, often against people of Latinx  
8 or Hispanic descent.

9 57. For example, upon information and belief, in the days or weeks before the killing  
10 of Carlos Lara, Jr., a security guard at this location picked up a Latinx or Hispanic day laborer and  
11 threw him to the ground. Law enforcement was called and, upon information and belief, arrested  
12 the security guard. Upon information and belief, there were also frequent instances, and reports  
13 of, the guards using pepper spray or their batons to engage in acts of excessive and unnecessary  
14 force against the Latinx or Hispanic day laborers when they were not doing anything that  
15 justified the use of force. Upon information and belief, the security guards at the location would  
16 also intimidate the Latinx or Hispanic day laborers by confronting them for no legitimate reason  
17 while menacingly holding their guns to threaten the day laborers to leave the premises. Upon  
18 information and belief, the foregoing conduct was done by Defendant FULTON and other guards  
19 at the location.

20 58. As another example offered upon information and belief and by illustration and not  
21 limitation, Latinx or Hispanic food vendor(s) at the location perceived Defendant FULTON to be  
22 a racist bully against Latinx or Hispanic individuals. Indeed, Defendant FULTON threatened to  
23 kick a food vendor out of the location. Upon information and belief, this Latinx or Hispanic food  
24 vendor also observed that Nancy (Defendant CITIGUARD's supervisor on site at the location)  
25 was a racist who treated the Latinx or Hispanic day laborers and food vendors like animals rather  
26 than human beings.

27 59. The foregoing are just examples offered by way of illustration and not limitation.

28 60. Bottom line: Before the killing of decedent Carlos Lara, Jr., it was known or

1 knowable that the guards who worked at this location and were employed directly by Defendants  
2 METROGUARD and/or CITIGUARD were unfit and posed an unreasonable risk of harm to the  
3 public. This evidence should have led to the termination of any contract(s) with Defendants  
4 METROGUARD and/or CITIGUARD.

5 **E. The role, duties, and limitations of private armed security guards: Deter,**  
6 **detect, observe and report and, if necessary, de-escalate and avoid excessive**  
7 **force.**

8 61. In California, Private security guards are *not* law enforcement. They do not have  
9 the same rights, responsibilities or authority of law enforcement. And there are limitations on the  
10 rights, responsibilities, or duties of a private security guard that are very different than the rights,  
11 responsibilities, duties or limitations of law enforcement. These duties, powers and limitations, of  
12 private security guards in California can be summed-up as follows:

- 13 a. A private security guard's primary purpose is to deter and prevent crime before it  
14 happens.
- 15 b. A private security guard's primary purpose during or after a potential crime has  
16 occurred is to observe and report (rather than confront or arrest).
- 17 c. A private security guard's right to arrest is no different than the right of a private  
18 citizen to make a citizen's arrest. For a misdemeanor offense, a private security  
19 guard can only make an arrest if the misdemeanor occurred in their presence.
- 20 d. A private security guard must make reasonable efforts to de-escalate potentially  
21 dangerous situations. To do this, they must exercise self-control and have  
22 situational awareness and apply appropriate de-escalation techniques.
- 23 e. A private security guard cannot use excessive force.
- 24 f. A private security guard cannot use lethal force unless there is no other alternative  
25 to prevent the loss of life or other serious bodily harm.

26 62. The BSIS issues a *Powers to Arrest and Appropriate Use of Force Training*  
27 *Manual* which is used as part of standardized training for private security officers (hereafter, The  
28 Manual). The Manual itself teaches all of the above rules.

63. **Private security guard's primary purpose before a crime has occurred is to**

1 **deter and prevent:** The Manual instructs that: “A security employee’s responsibility *before* an  
2 incident/offense has occurred is prevention.” The Manual, at p. 17 (italics and underline in  
3 original); *see also Id.* at p. 19 (“Prevention is the Key”) (bold in original).

4 64. **Private security guard’s primary purpose during or after a crime is occurring**  
5 **or has occurred is to observe and report (rather than confront and arrest):** The Manual  
6 repeatedly instructs that: “A security employee’s responsibility *during or after* an incident/offense  
7 has occurred is to observe and report.” The Manual, at p. 17 (italics and underline in original).  
8 The Manual explains that the best practice is that: “If an incident/offense occurs, a security  
9 employee should not immediately intervene. Instead, the security employee should: ○ Stay calm;  
10 ○ Observe and remember events; ○ Report to the police and the security employee’s supervisor  
11 (follow the employer policy).” *Id.* at pp. 17-18; *see also Id.* at p. 20 (“When an offense has been  
12 committed, your responsibility should be to observe and report.”); *see also Id.* at p. 18 (“**Observe**  
13 **and Report.** If you can’t prevent an incident, the proper action should be to **observe and report**.  
14 You should: ○ Observe carefully, and ○ Report immediately to local law enforcement and your  
15 supervisor. ... During or after the incident [the] **Security Role** [is to]: Observe and report, and  
16 notify law enforcement.”) (bold in original).

17 65. Similarly, the Manual further explains a key difference between a private security  
18 guard and law enforcement: “If a law is violated, peace officers are **required** to pursue and  
19 apprehend the person responsible. This is **not required** of a security guard, proprietary private  
20 security officer, or alarm agent responder!” The Manual, at p. 18 (bold in original); *see also* The  
21 Manual, at pp. 25-26 (“*At no time are you, as a security employee, obligated to make a citizen’s*  
22 *arrest.* You may be at the scene when a violation occurs, but you do not have to make an arrest.  
23 Your first responsibility should be **prevention**. After a crime has been committed, your  
24 responsibility should be to **observe and report**.”) (italics and bold in original); *see also Id.* at p.  
25 52 (“As security personnel are not sworn peace officers, they **do not** have an obligation to  
26 intercede....”) (bold in original).

27 66. The Manual continues with examples of a proper response from a private security  
28 guard after even a serious incident, such as a robbery, has occurred. It poses the question of

1 “What should you do?” in response to learning that a robbery had occurred on the premises being  
2 guarded. The Manual, at p. 19. The answer: “Have the owner call the police, then observe and  
3 report. Chasing down a suspect poses multiple risks, including abandonment of post, and injury to  
4 yourself and others.” The Manual, at p. 20.

5       67.     **Private security guard’s right to arrest is same as a private citizen’s right to**  
6 **make a citizen’s arrest. For misdemeanors, a citizen’s arrest is only allowed if the crime**  
7 **occurred or was attempted in the guard’s direct presence:** The Manual also instructs,  
8 consistent with California law, that a private security guard has no right to arrest beyond the same  
9 right to arrest held by any private citizen. The Manual, at p. 25 (“The authority to arrest is given  
10 to all private persons. A security employee has the same power to arrest as any other private  
11 person.”). If the arrest is for a misdemeanor offense, then a private security guard may only try to  
12 effectuate an arrest if the misdemeanor was attempted or committed “*in your presence.*” The  
13 Manual, at p. 27 (original italics); *see also Pen. Code §837* (private citizen may only effect  
14 citizen’s arrest for misdemeanor if “committed or attempted in his presence”). But even if legally  
15 permissible, the Manual cautions that citizen arrests should be the exception, not the norm. The  
16 Manual, at p. 27 (describing as “rare occasions” when a security guard should “consider it  
17 necessary to detain an individual or perform a citizen’s arrest.”).<sup>1</sup>

18       68.     **Private security guard must make reasonable efforts to de-escalate potentially**  
19 **dangerous situations, which requires self-control, scene assessment, situational awareness**  
20 **and proper de-escalation techniques:** “**De-escalation** is the process of using strategies and  
21 techniques intended to decrease the intensity of the situation.” The Manual, at p. 60 (original  
22 bold).

23       69.     The Manual emphasizes the importance of proper des-escalation practices:  
24

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25       <sup>1</sup> The Manual also teaches the factors to consider in deciding whether to intervene and  
26 attempt to detain an alleged suspect – one such factor being the likelihood of a complete escape:  
27 “**Escape:** If you do not make a citizen’s arrest at this moment, will the subject get away? Not just  
28 leave the scene, but get away completely? If you get a good description and call the police  
without delay, the police may be able to make the arrest.” The Manual, at p. 26.



1 “Security personnel must understand how the principles of de-escalation can enhance contacts  
2 with the public and result in improved decision-making, reduction in situational intensity, and  
3 opportunities for outcomes with greater voluntary compliance.” The Manual, at p. 60. The  
4 Manual also points out that a “[c]ommon misconception[] of de-escalation include[s] [that] ... ○  
5 De-escalation is too difficult to apply in rapidly changing situations.” The Manual, at p. 60. The  
6 Manual teaches four key concepts of de-escalation including: (1) “**Self-control** – understanding of  
7 physical and psychological reactions of the public and security personnel may assist in  
8 maintaining self-control.”; (2) “**Effective Communication** – clear commands and questions, good  
9 observation and listening skills, and appropriate terminology will enhance the likelihood of  
10 success.”; (3) “**Scene assessment and management** – when possible, provides security personnel  
11 with an accurate picture of what is occurring and assists in the management of force options.”; and  
12 (4) “**Force options** – reasonable use of force techniques may reduce the situational intensity for  
13 the safety of all parties.” The Manual, at pp. 60-61.

14 70. The Manual’s de-escalation instructions explain that “[t]he use of de-escalation  
15 communication can aid in diffusing a potentially volatile incident and avoid the need to use force  
16 against an individual.” The Manual, at p. 60. It further instructs that “[w]hen feasible, security  
17 personnel should approach a situation with the intent to de-escalate and consider the value of  
18 establishing time and distance in a confrontation where a use of force may be inherent.” The  
19 Manual, at p. 60. It further warns that: “Security personnel may need to deal with persons who are  
20 angry or upset or verbally lash out. Instead of responding in kind, individuals should deflect or  
21 redirect the conversation in a more positive direction.” The Manual, at p. 61.

22 71. The Manual’s de-escalation teaches continue by explaining that “[c]**reating**  
23 **distance** may calm an irate individual and help reduce the person’s intensity.” The Manual, at p.  
24 62 (original bold). It continues that “[s]**ituational awareness** is a critical consideration in de-  
25 escalation. Recognizing what may be an immediate threat, seeing people or items causing  
26 agitation to a violent suspect, or understanding how some stimuli are altering behavior can aid  
27 security personnel in responding well to an incident.” The Manual, at p. 62 (original bold).

28 72. Finally, the Manual explains and emphasizes the importance of proper self-control:

1 “***Self-control*** is maintaining composure to make sound judgements and decisions. Self-control is  
2 one of a security personnel’s greatest assets in dealing with a person or a situation. Self-control  
3 reflects one’s confidence in their skills and abilities which can be improved through training,  
4 practice, and experience; thereby enhancing decision-making and reaction time.” The Manual, at  
5 p. 81 (bold & italics in original). The Manual continues by explaining that “***uncontrolled fear***  
6 ***and anger***” “tend to decrease the security personnel’s ability to make sound judgements and  
7 decisions” and “tend to increase hesitation, verbal abuse and unreasonable force.” The Manual, at  
8 p. 81 (bold & italics in original).

9 73. The Manual also teaches that “[s]ituational awareness play[s] a key role into real-  
10 time decision-making. If the officer is unaware of the situation and cannot consistently adapt to a  
11 changing and often chaotic environment, they will have a difficult time prevailing in this  
12 situation.” The Manual, at p. 46.

13 74. The Manual teaches another critical point: “Know your limitations, and follow  
14 common sense safety rules. Avoid high-risk situations that could lead to physical altercations.”  
15 The Manual, at p. 38.

16 75. **Private security guard cannot use excessive force:** The Manual teaches that  
17 “[t]he goal for the use of forced by licensed security agents is to gain and maintain control of an  
18 individual and the situation. Security personnel are required to: ○ use the type of force objectively  
19 reasonable under the totality of the circumstances; ○ use only the amount of force objectively  
20 reasonable to overcome resistance and to gain or maintain control of a subject; and ○ conform to  
21 agency policy, federal, and state law.” The Manual, at p. 45. The Manual teaches that judgment  
22 must be used “to ensure that the amount of force used to gain and/or maintain control of a subject  
23 or situation does not exceed what is objectively reasonable under the totality of the circumstances  
24 confronting them” and that “[w]henver possible, security personnel should attempt to generate  
25 voluntary compliance without resorting to physical force.” *Id* at p. 45.

26 76. The Manual explains that excessive physical force may not be used even to  
27 effectuate a permissible arrest: “Where an arrest is made, the law allows only the use of physical  
28 force, which is reasonable and necessary to restrain the suspect if they are resisting, in order to

1 make the arrest. Where more force is used than that which the law allows, the arresting party is  
2 said to be using ‘excessive force’ and may be held criminally as well as civilly liable. An example  
3 of excessive force is the discharge of a firearm in shooting a suspect in order to protect personal  
4 property. By law, deadly force is allowed only to protect lives.” The Manual, at p. 35.

5 77. The Manual also trains on appropriate use of force and what constitutes prohibited  
6 excessive force: **“Use of Force in a Citizen’s Arrest.** If a subject resists arrest, you are allowed  
7 to use reasonable force to subdue the subject. Reasonable force is that degree of force that is not  
8 excessive and is appropriate in protecting oneself or one’s property. ... If a suspect should resist  
9 arrest, remember that the only force allowed is that which is reasonable and necessary to overcome  
10 the resistance.” The Manual, at p. 29 (original bold). The Manual also explains: **“What is**  
11 **Excessive Force?** Examples of excessive force including knocking unconscious an unarmed  
12 subject when he is only trying to leave the scene.” The Manual, at p. 29 (original bold). The  
13 Manual also explains that “deadly force is allowed only to protect lives.” The Manual, at p. 35.

14 78. **Private security guard cannot use lethal force unless there is no other**  
15 **reasonable alternative to prevent the loss of life or other serious bodily harm. A private**  
16 **security guard’s unreasonable or negligent conduct that preceded the use of lethal force can**  
17 **render the use of lethal force unreasonable:** The Manual instructs that: “By law, deadly force  
18 is allowed only to protect lives.” The Manual, at p. 35. Conversely, it teaches that only:  
19 “Reasonable non-deadly force may be used to carry out the detention where the subject resists.”.  
20 The Manual, at p. 33. Relatedly, it explains that deadly force may only be used when necessary  
21 “to defend against an imminent threat of death or serious bodily injury to the individual or another  
22 person....” The Manual, at p. 50; *see also Pen. Code* §835a(a)(2) (applicable to peace officers,  
23 who have greater rights to use force than private security officers: “[I]t is the intent of the  
24 Legislature that peace officers use deadly force only when necessary in defense of human life. In  
25 determining whether deadly force is necessary, officers shall evaluate each situation in light of the  
26 particular circumstances of each case, and shall use other available resources and techniques if  
27 reasonably safe and feasible to an objectively reasonable officer.”); *Pen. Code* §835a(c)(1)(A)  
28 (“...a peace officer is justified in using deadly force upon another person only when the officer

1 reasonably believes, based on the totality of circumstances, that such force is necessary ... (A) To  
2 defend against an imminent threat of death or serious bodily injury to the office or to another  
3 person.”).

4 79. The Manual continues by discussing the “Force Options” available to a security  
5 guard reiterating that proper judgment must be used “to ensure the amount of force used to gain  
6 and/or maintain control of a subject or situation does not exceed what is objectively reasonable  
7 under the totality of the circumstances confronting them.” The Manual, p. 48.

8 80. The law in this context defines the “[t]otality of circumstances’ to mean all facts  
9 known to the ... officer at the time, including the conduct of the officer and the subject leading up  
10 to the use of deadly force.” *Pen. Code* §835a(e)(3). In fact, the California Supreme Court has  
11 held (in the context of peace officers who are granted greater rights to use deadly force than  
12 private security officers) that “tactical conduct and decisions preceding the use of deadly force are  
13 relevant considerations under California law in determining whether the use of deadly force gives  
14 rise to negligence liability.” *Hayes v. County of Los Angeles* (2013) 57 Cal.4<sup>th</sup> 622, 639; *see also*  
15 *Judicial Council of California Civil Jury Instructions*, Instr. No. 1305B (applicable to law  
16 enforcement: “In determining whether [officer’s] use of deadly force was necessary in defense of  
17 human life, you must consider [officer]’s tactical conduct and decisions before using deadly force  
18 on [decedent] and whether [officer] used other available resources and techniques as alternatives  
19 to deadly force, if it was reasonably safe and feasible to do so.”). These rules establish that  
20 unreasonable or negligent conduct that preceded the use of deadly force can render the use of  
21 deadly force unreasonable.

22 **F. The day of the tragic incident: Defendant FULTON needlessly took the life of**  
23 **Carlos Lara, Jr., forever depriving his loving parents of his love, care,**  
24 **companionship and society and inflicted pre-death pain and suffering on**  
25 **decedent Carlos Lara, Jr. Defendant FULTON, and other guards, violated**  
**many basic tenets of proper private security guard work causing or**  
**contributing to the needless and avoidable death of Carlos Lara, Jr.**

26 81. In the afternoon of Sunday, February 11, 2024, decedent Carlos Lara, Jr. went to  
27 Chesterfield Square to patronize Defendant HOME DEPOT’s store. He was going to HOME  
28 DEPOT to buy wires and other materials for an electrical project he was doing to help his sister at

1 her house.

2           82.     The details of what happened next are not entirely known and what follows is not a  
3 factual admission of the events that next occurred. These events must be established through  
4 formal discovery given the death of decedent Carlos Lara, Jr. who cannot now speak for, and  
5 defend, himself. But, upon information and belief based on reports in the news media, some  
6 allege that decedent Carlos Lara, Jr. may have been involved in an altercation of some kind with a  
7 food vendor at the location. Even if true (a fact assumed *arguendo* and expressly not admitted as  
8 true herein), upon information and belief, any altercation was either an act of self-defense or, at  
9 worst, a misdemeanor battery. Thus, a private security guard was not authorized to arrest or detain  
10 decedent Carlos Lara, Jr. unless they personally observed the alleged battery being attempted or  
11 committed. The Manual, at p. 27; *see also Pen. Code* §837. And, as discussed above, basic  
12 standards for private security guards – as detailed in The Manual issued by BSIS – strongly  
13 caution against private security guards intervening after an alleged offense in order to detain.  
14 Their primary duty during or after an offense is to observe and report while, if necessary, using  
15 proper de-escalation techniques to ensure the safety of all involved.

16           83.     Upon information and belief, following the alleged altercation between the food  
17 vendor and decedent Carlos Lara, Jr., decedent Carlos Lara, Jr. tried to leave the location (at least  
18 in part out of reasonable fear for his own safety). More specifically, and upon information and  
19 belief, an angry mob of bystanders began to try to harm or detain decedent Carlos Lara, Jr. through  
20 menacing, violent and intimidating behavior.

21           84.     At this point, with the growing angry and potentially violent mob threatening or  
22 intimidating decedent Carlos Lara, Jr., a reasonable private security guard should have used  
23 appropriate de-escalation techniques to try to stop or calm the mob so that decedent Carlos Lara,  
24 Jr. could safely leave the premises. There was no real danger of decedent Carlos Lara, Jr.  
25 completely and entirely escaping. He had entered a vehicle that displayed a license plate in plain  
26 view. Reasonable private security guard protocol required the security guards to use de-escalation  
27 techniques to try to calm the angry mob, create space between the mob and decedent Carlos Lara,  
28 Jr.'s vehicle, take down the vehicle's license plate number, allow the vehicle to leave the premises

1 and make a report to law enforcement who could then effectuate a detention or arrest as is their  
2 duty to do.

3       85. But this is not what the security guards did. Instead, they attempted to detain  
4 Carlos Lara, Jr. when there was no need to do so (given, among other things, his plainly visible  
5 license plate). And doing so unreasonably increased the risk of danger. Upon information and  
6 belief, tension was already high at the location given the angry and violent mob's attempt to harm  
7 decedent Carlos Lara, Jr. and/or prevent his exit from the premises. Violating the basic standards  
8 applicable to private security officers, the private security officers did not use proper de-escalation  
9 techniques. Instead, they escalated the danger by joining with and becoming a part of the angry  
10 mob, now themselves trying to prevent Carlos Lara, Jr. from leaving. This unreasonably increased  
11 the risk of danger to decedent Carlos Lara, Jr., to the angry mob, to members of the public, and to  
12 the guards themselves. And, again, given the plainly evident license plate on the vehicle that  
13 decedent Carlos Lara, Jr. was in, there was no need to attempt to forcibly detain him as he tried to  
14 leave the dangerous situation.

15       86. Video taken of the moments before his killing showed that decedent Carlos Lara,  
16 Jr. slowly and carefully backed his vehicle out of the parking space in a measured, calm and safe  
17 manner. He was being careful, not erratic or dangerous. He posed no danger to anyone. He was  
18 simply trying to leave and escape from the growing angry mob. He then turned his vehicle to  
19 drive down the aisle of the parking lot in between the parking spaces. This is the designated lane  
20 of travel for vehicles, and he had every right to use it to exit. At that point, proper security  
21 protocol – *i.e.*, observe and report – required the security guards to move out of the way, allow  
22 Carlos Lara, Jr. to exit and take down his license plate information to supply to law enforcement  
23 allowing law enforcement (who have a duty to try to apprehend) to intervene and do their job.  
24 There was no real risk of a permanent escape as decedent Carlos Lara, Jr. was in a vehicle with a  
25 visible, open and obvious license plate. But instead of allowing him to leave safely, at least two  
26 security guards (if not more) – including Defendant FULTON – leaned into the vehicle's path and  
27 tried to block its exit, along (potentially) with members of the angry mob. Again, the security  
28 personnel whose job was to de-escalate instead increased the danger and risk of harm by joining

1 into and becoming a part of the angry mob. This was unreasonable conduct and it violated basic  
2 tenets of safe private security guard practice.

3         87. Making matters worse, and also unreasonably increasing the risk of danger,  
4 Defendant FULTON prematurely drew gun drawn prematurely when decedent Carlos Lara, Jr.  
5 was still slowly and carefully turning his vehicle into the designated lane of travel. This never  
6 should have happened, and it was another violation of standard practice of an armed private  
7 security guard. There was no legitimate reason to resort to or threaten deadly force at this  
8 moment. A reasonable, careful security guard – applying proper self-control, situational  
9 awareness and de-escalation techniques – should have focused on controlling and calming the  
10 angry mob by getting them out of the vehicle’s path rather than increasing the danger by trying to  
11 block the vehicle’s exit. But instead the guards joined the mob, unreasonably blocked the  
12 vehicle’s path increasing the danger to all involved and Defendant FULTON overreacted by  
13 instantly pulling his gun out of his holster while decedent Carlos Lara, Jr. was still slowly and  
14 carefully moving his vehicle in the lawful and designated vehicle exit path. As decedent Carlos  
15 Lara, Jr. continued to try to flee from the danger of the angry mob (one of whom eventually even  
16 threw a large rock at the vehicle), Defendant FULTON executed him by shooting Carlos Lara, Jr.  
17 in the head. This was a blatant act of excessive force that was neither reasonable nor necessary at  
18 that moment. And, to the extent Defendant FULTON alleges he was justified at this moment in  
19 using deadly force because of an alleged fear of danger to himself or others, that risk of danger to  
20 himself or others was directly created by the unreasonable conduct of himself and other guards  
21 who (rather than de-escalating the angry mob and clearing a path for decedent Carlos Lara, Jr. to  
22 exit) unreasonably tried with their bodies to block his exit.

23         88. Upon information and belief, Defendant FULTON and/or other guards admitted in  
24 interviews with law enforcement that after decedent Carlos Lara, Jr. “got into his parked vehicle to  
25 drive away...[they] were trying to stop the decedent from leaving” when the “shooting ensued.”  
26 These admissions are admissions of negligence and fault. Proper security protocol was to observe  
27 and report, by taking the license number and reporting to law enforcement. Trying to block the  
28 moving vehicle from an agitated suspect to detain and prevent the suspect’s exit unreasonably

1 increased the risk of harm, violated basic training and directly caused the allegedly dangerous  
2 situation that led to the unreasonable use of excessive deadly force.

3 **G. The consequences of Defendants' unlawful conduct.**

4 89. The above-described collective series of negligent, unreasonable and/or intentional  
5 actions and/or omissions caused the tragic loss of Carlos Lara, Jr.'s life, and deprived his loving  
6 parents of the ongoing and close relationship that they shared with him.

7 90. Defendant FULTON executed decedent Carlos Lara, Jr. with a bullet that entered  
8 through the back of left side of Carlos Lara, Jr.'s head and traveled through his brain past the right  
9 temporal region exiting through the right side of his face. The bullet caused radiating skull  
10 fractures, intracranial hemorrhage and cerebral disruption. When first responders arrived, Carlos  
11 still had a pulse; he was alive and he suffered pre-death pain and suffering and related damages  
12 before his passing. First responders tried to revive him with CPR and other life-saving measures,  
13 but despite their efforts he died at the scene.

14 91. Carlos Lara, Jr. was thirty (30) years-old when he died. He had a full life ahead of  
15 him, which was tragically cut short through unreasonable and excessive force and negligent and/or  
16 intentional tortious conduct by what was supposed to be trained professional(s).

17 92. Carlos was someone with a huge heart and a warm sense of humor. He was the  
18 first to help others and lived for his family. He made the room fun with his cheerful sense of  
19 humor. And he was loved by many.

20 93. Carlos maintained a regular and close relationship with both his father, Carlos Lara,  
21 Sr., and his mother, Francisca Esmeralda Medina who, while divorced, still played active roles in  
22 each other's lives for the benefit of their shared family.

23 94. When he was executed by Defendant FULTON, Carlos lived with his mother at her  
24 house. She and he were in the process of completing the building of a separate structure on her  
25 property so that he could continue to live with her, yet with the privacy of his own dwelling unit.  
26 Carlos regularly spent time with both of his parents, and he contributed to their necessities of life.  
27 He regularly cooked meals and provided other household services that his mother needed. He  
28 brought love and joy to his parents as shown below:





95. Carlos was not only a loving son. He was an equally loving brother to his multiple siblings and uncle to his many nieces and nephews, all of whom he cared for and loved. He was continuous presence in the life of his siblings and their children as shown in some of the photographs below, and his relationship with his siblings and their children brought great joy and comfort to his parents given the close-knit nature of their extended family:



96. Carlos was also a loved member of his community. For example, he was an active participant within the LA Football Club community (LAFCLAO) and was loved by the community – a community that collectively mourned his tragic and premature death:



1           100.   **Defendants METROGUARD and/or CITIGUARD:** Defendants  
2 METROGUARD and/or CITIGUARD owed duties of reasonable care (through common law,  
3 statutory and contractually) as a result of their provision of security services at the subject location  
4 which, *inter alia*, created a special relationship. Defendants METROGUARD and/or  
5 CITIGUARD also owed duties of reasonable care with respect to the hiring, supervision, training,  
6 instruction, retention and continued employment of security guards whom they employed and  
7 furnished to the subject location. This included the duty to use reasonable care, including without  
8 limitation and offered by way of illustration: (1) in the hiring stage to ensure they only employed  
9 guards who were fit for the intended purpose; (2) in training and instructing guards they  
10 employed; (3) in supervising their guards to ensure that they remained fit for the intended purpose  
11 once hired; and (4) in placing guards at particular locations. Defendants METROGUARD and/or  
12 CITIGUARD breached their duty of reasonable care as described herein. Defendants  
13 METROGUARD and/or CITIGUARD are also legally liable for the conduct of their guards under  
14 principles of vicarious liability to the extent that guards they employed were themselves negligent.

15           101.   **Defendants PRIMESTOR DEVELOPMENT, LLC, PRIMESTOR**  
16 **DEVELOPMENT, INC. and ELSINORE DEVELOPERS, LLC:** Defendants PRIMESTOR  
17 and ELSINORE owned, managed, maintained, operated and/or otherwise controlled the  
18 Chesterfield Square. As such, Defendants PRIMESTOR and ELSINORE owed a duty of  
19 reasonable care in owning, managing, maintaining, operating and controlling the location. As part  
20 of their ownership, management, maintenance, operation and/or control of the Chesterfield  
21 Square, upon information and belief, Defendants PRIMESTOR and/or ELSINORE hired or  
22 contracted to hire Defendants METROGUARD and/or CITIGUARD to provide private armed  
23 security services at the location and thereafter continued to employ them for that purpose. In so  
24 doing, Defendants PRIMESTOR and/or ELSINORE undertook to provide security guards at the  
25 location thereby creating a duty of reasonable care in doing so. Defendants also PRIMESTOR  
26 and/or ELSINORE also owed a duty of reasonable care with respect to the provision of armed  
27 security services under the “Peculiar Risk Doctrine” because of the inherent dangers in armed  
28 security guard work. Defendants PRIMESTOR and/or ELSINORE also owed a duty of

1 reasonable care under either a special relationship, a non-delegable duty, a contractual duty, or all  
2 or some of the foregoing bases. Defendants PRIMESTOR and/or ELSINORE also owed a duty of  
3 reasonable care because of its/their contractual right of control Defendants METROGUARD  
4 and/or CITIGUARD which created an agency relationship between them and/or otherwise gave  
5 Defendants PRIMESTOR and/or ELSINORE the right of control over Defendants  
6 METROGUARD and/or CITIGUARD, and those guards directly employed by Defendants  
7 METROGUARD and/or CITIGUARD, including but not limited to Defendant FULTON.  
8 Defendants PRIMESTOR and ELISNORE breached their duty of reasonable care as described  
9 herein.

10           102.    **Defendant HOME DEPOT, INC.:** Defendant HOME DEPOT, INC. owed duties  
11 of reasonable care (through common law, statutory and contractually) as a result of its provision of  
12 security services at the subject location which, *inter alia*, created a special relationship. Defendant  
13 HOME DEPOT, INC. also owed duties of reasonable care with respect to the hiring, supervision,  
14 training, instruction, retention and continued employment of security guards whom it employed  
15 and furnished to the subject location. This included the duty to use reasonable care in the hiring  
16 stage to ensure it only employed guards who were fit for the intended purpose, it included the duty  
17 to use reasonable care in training and instructing guards it employed, and it included the duty to  
18 use reasonable care to supervise its guards to ensure that they remained fit for the intended  
19 purpose. Defendant HOME DEPOT, INC. is also legally liable for the conduct of its guards under  
20 principles of vicarious liability to the extent that guards it employed were themselves negligent.  
21 Defendants HOME DEPOT, INC. breached their duty of reasonable care as described herein.

22           103.    **Defendant RALPH EDWARD FULTON, JR. and other guards at the**  
23 **location:** Defendant FULTON, and other guards at the location, owed duties of reasonable care  
24 (through common law, statutory and contractually) in the performance of their duties as security  
25 guards. Defendant FULTON, and other guards at the location, breached their duty of reasonable  
26 care as described herein. Such breaches occurred within the course and scope of their work as  
27 security guards and, therefore, the other Defendants are vicariously liable for the negligence of  
28 Defendant FULTON and the other guards at the location.



1 Code §§835a, 837, 840, 841, et seq. and etc.)

2 110. Decedent Carlos Lara, Jr. was within the class of persons the foregoing statutes,  
3 regulations and/or ordinances were intended to protect.

4 111. Defendants' violation of the foregoing statutes, regulations and/or ordinances was a  
5 substantial factor in causing the death of decedent Carlos Lara, Jr.

6 112. As a direct and proximate result of the foregoing breaches of reasonable care,  
7 Plaintiffs Francisca Esmeralda Medina and Carlos Lara, Sr. have been deprived of the love,  
8 companionship, comfort, care, assistance, protection, affection, society, moral support, personal  
9 services, advice, etc. of decedent Carlos Lara, Jr., as well as future support, gifts, benefits,  
10 household services, etc., in an amount according to proof.

11 113. As a direct and proximate result of the foregoing breaches of reasonable care,  
12 Plaintiffs Francica Esmeralda Medina and Carlos Lara, Sr. have incurred and/or paid funeral,  
13 burial and related expenses, in an amount according to proof.

14 **THIRD CAUSE OF ACTION FOR WRONGFUL**

15 **DEATH: NEGLIGENCE – PREMISES LIABILITY**

16 **(By Plaintiffs Francisca Esmeralda Medina and**

17 **Carlos Lara, Sr., against Defendants Primestor Development,**

18 **LLC; Primestor Development, Inc. and DOES 1 through 50)**

19 114. Plaintiffs repeat, re-allege and incorporate each and every allegation of the  
20 preceding paragraphs of this complaint inclusive, as if fully set forth herein again.

21 115. Defendants PRIMESTOR and ELSINORE, and DOES 1 through 50, owned,  
22 managed, maintained, operated and/or otherwise controlled the Chesterfield Square. As such,  
23 Defendants PRIMESTOR and ELSINORE owed a duty of reasonable care in owning, managing,  
24 maintaining, operating and controlling the location to ensure that no unreasonably dangerous  
25 condition existed on the premises of the Chesterfield Square.

26 116. Defendants PRIMESTOR, ELSINORE and DOES 1 through 50 breached the duty  
27 to use reasonable care in owning, managing, maintaining, operating and controlling the location  
28 by allowing unreasonably dangerous armed security guards to patrol the location.



1 117. The foregoing breaches of reasonable care by Defendants were substantial factors  
2 in causing the death of decedent Carlos Lara, Jr.

3 118. As a direct and proximate result of the foregoing breaches of reasonable care,  
4 Plaintiffs Francisca Esmeralda Medina and Carlos Lara, Sr. have been deprived of the love,  
5 companionship, comfort, care, assistance, protection, affection, society, moral support, personal  
6 services, advice, etc. of decedent Carlos Lara, Jr., as well as future support, gifts, benefits,  
7 household services, etc., in an amount according to proof.

8 119. As a direct and proximate result of the foregoing breaches of reasonable care,  
9 Plaintiffs Francica Esmeralda Medina and Carlos Lara, Sr. have incurred and/or paid funeral,  
10 burial and related expenses, in an amount according to proof.

11 **FOURTH CAUSE OF ACTION FOR**  
12 **WRONGFUL DEATH: ASSAULT**  
13 **(By Plaintiffs Francisca Esmeralda Medina and**  
14 **Carlos Lara, Sr., against all Defendants)**

15 120. Plaintiffs repeat, re-allege and incorporate each and every allegation of the  
16 preceding paragraphs of this complaint inclusive, as if fully set forth herein again.

17 121. Defendants FULTON and DOES 25 through 50 (including other guards the  
18 identities of whom are presently unknown) intended to cause harmful or offensive contact to  
19 decedent Carlos Lara, Jr. as detailed herein.

20 122. Decedent Carlos Lara, Jr. reasonably believed that he was about to be touched in a  
21 harmful or offensive manner or said Defendants threatened to touch decedent Carlos Lara, Jr. in a  
22 harmful or offensive manner and it reasonably appeared to decedent Carlos Lara, Jr. that said  
23 Defendants were about to carry out the threat.

24 123. Decedent Carlos Lara, Jr. did not consent to the harmful or offensive touching.

25 124. Defendants FULTON and DOES 25 through 50 used excessive deadly force  
26 against decedent Carlos Lara, Jr. under circumstances where deadly force is not permitted under  
27 California law.

28 125. The foregoing assault(s) by Defendants were substantial factors in causing the

1 death of decedent Carlos Lara, Jr.

2 126. Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE, HOME  
3 DEPOT and DOES 1 through 25 are vicariously liable for the conduct of Defendants FULTON  
4 and DOES 25 through 50, and are also or alternatively liable for having advanced notice of the  
5 risk, authorized the conduct and/or ratified the conduct.

6 127. As a direct and proximate result of the foregoing conduct, Plaintiffs Francisca  
7 Esmeralda Medina and Carlos Lara, Sr. have been deprived of the love, companionship, comfort,  
8 care, assistance, protection, affection, society, moral support, personal services, advice, etc. of  
9 decedent Carlos Lara, Jr., as well as future support, gifts, benefits, household services, etc., in an  
10 amount according to proof.

11 128. As a direct and proximate result of the foregoing conduct, Plaintiffs Francica  
12 Esmeralda Medina and Carlos Lara, Sr. have incurred and/or paid funeral, burial and related  
13 expenses, in an amount according to proof.

14 **FIFTH CAUSE OF ACTION FOR**  
15 **WRONGFUL DEATH: BATTERY**  
16 **(By Plaintiffs Francisca Esmeralda Medina and**  
17 **Carlos Lara, Sr., against All Defendants)**

18 129. Plaintiffs repeat, re-allege and incorporate each and every allegation of the  
19 preceding paragraphs of this complaint inclusive, as if fully set forth herein again.

20 130. Defendants FULTON and DOES 25 through 50 committed a harmful or offensive  
21 touching against decedent Carlos Lara, Jr. as detailed herein.

22 131. Decedent Carlos Lara, Jr. did not consent to the harmful or offensive touching.

23 132. The harmful or offensive touching caused harm to decedent Carlos Lara, Jr.

24 133. A reasonable person in decedent Carlos Lara, Jr.'s situation would have been  
25 harmed or offended by the touching.

26 134. In engaging in the battery, Defendants FULTON and DOES 25 through 50 used  
27 excessive deadly force against decedent Carlos Lara, Jr. under circumstances where deadly force  
28 is not permitted under California law.





1           143. In threatening and/or committing violent act(s), Defendants FULTON and DOES  
2 25 through 50 used excessive deadly force against decedent Carlos Lara, Jr. under circumstances  
3 where deadly force is not permitted under California law.

4           144. The threat to commit and/or actual commission of violent act(s) was a substantial  
5 factor in causing the death of decedent Carlos Lara, Jr.

6           145. Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE, HOME  
7 DEPOT and DOES 1 through 25 are liable for the conduct of Defendant FULTON and DOES 25  
8 through 50 because: (1) Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE,  
9 HOME DEPOT and DOES 1 through 25 had advance notice of the unfitness of Defendants  
10 FULTON and/or DOES 25 through 50 and/or authorized the conduct of Defendants FULTON and  
11 DOES 25 through 50; (2) Defendants METROGUARD, CITIGUARD, PRIMESTOR,  
12 ELSINORE, HOME DEPOT and DOES 1 through 25 are vicariously liable for the conduct of  
13 Defendants FULTON and DOES 25 through 50; and/or (3) Defendants METROGUARD,  
14 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 ratified the  
15 conduct of Defendants FULTON and DOES 25 through 50.

16           146. As a direct and proximate result of the foregoing conduct, Plaintiffs Francisca  
17 Esmeralda Medina and Carlos Lara, Sr. have been deprived of the love, companionship, comfort,  
18 care, assistance, protection, affection, society, moral support, personal services, advice, etc. of  
19 decedent Carlos Lara, Jr., as well as future support, gifts, benefits, household services, etc., in an  
20 amount according to proof.

21           147. As a direct and proximate result of the foregoing conduct, Plaintiffs Francica  
22 Esmeralda Medina and Carlos Lara, Sr. have incurred and/or paid funeral, burial and related  
23 expenses, in an amount according to proof.

24           148. Under Civil Code section 52, Plaintiffs are entitled to actual damages in addition to  
25 a civil penalty of \$25,000, attorney's fees and injunctive relief, all of which are sought on this  
26 cause of action.

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1 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 ratified the  
2 conduct of Defendants FULTON and DOES 25 through 50.

3 156. As a direct and proximate result of the foregoing conduct, Plaintiffs Francisca  
4 Esmeralda Medina and Carlos Lara, Sr. have been deprived of the love, companionship, comfort,  
5 care, assistance, protection, affection, society, moral support, personal services, advice, etc. of  
6 decedent Carlos Lara, Jr., as well as future support, gifts, benefits, household services, etc., in an  
7 amount according to proof.

8 157. As a direct and proximate result of the foregoing conduct, Plaintiffs Francica  
9 Esmeralda Medina and Carlos Lara, Sr. have incurred and/or paid funeral, burial and related  
10 expenses, in an amount according to proof.

11 158. Under Civil Code sections 52 and 52.1, Plaintiffs are entitled to actual damages in  
12 addition to a civil penalty of \$25,000, attorney's fees and injunctive relief, all of which are sought  
13 on this cause of action.

14 **EIGHTH CAUSE OF ACTION FOR**  
15 **WRONGFUL DEATH: UNRUH CIVIL RIGHTS ACT**  
16 **(By Plaintiffs Francisca Esmeralda Medina and**  
17 **Carlos Lara, Sr., against All Defendants)**

18 159. Plaintiffs repeat, re-allege and incorporate each and every allegation of the  
19 preceding paragraphs of this complaint inclusive, as if fully set forth herein again.

20 160. Defendants own, manage, operate, control or otherwise furnish the Chesterfield  
21 Square (including the parking lot area and businesses within it) as business establishments open to  
22 the public within the meaning of the Unruh Civil Rights Act.

23 161. As detailed herein, the conduct of the security guards at the Chesterfield Square  
24 results in a denial of full and equal accommodations, advantages, facilities, privileges or services  
25 in such business establishments to Latinx or Hispanic individuals. As detailed herein, Defendants  
26 intentionally discriminated against decedent Carlos Lara, Jr. in public accommodations in  
27 violation of the Unruh Civil Rights Act.

28 162. The conduct of Defendants was a substantial factor in causing harm to decedent

1 Carlos Lara, Jr.

2 163. Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE, HOME  
3 DEPOT and DOES 1 through 25 are liable for the conduct of Defendant FULTON and DOES 25  
4 through 50 because: (1) Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE,  
5 HOME DEPOT and DOES 1 through 25 had advance notice of the unfitness of Defendants  
6 FULTON and/or DOES 25 through 50 and/or authorized the conduct of Defendants FULTON and  
7 DOES 25 through 50; (2) Defendants METROGUARD, CITIGUARD, PRIMESTOR,  
8 ELSINORE, HOME DEPOT and DOES 1 through 25 are vicariously liable for the conduct of  
9 Defendants FULTON and DOES 25 through 50; and/or (3) Defendants METROGUARD,  
10 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 ratified the  
11 conduct of Defendants FULTON and DOES 25 through 50.

12 164. As a direct and proximate result of the foregoing conduct, Plaintiffs Francisca  
13 Esmeralda Medina and Carlos Lara, Sr. have been deprived of the love, companionship, comfort,  
14 care, assistance, protection, affection, society, moral support, personal services, advice, etc. of  
15 decedent Carlos Lara, Jr., as well as future support, gifts, benefits, household services, etc., in an  
16 amount according to proof.

17 165. As a direct and proximate result of the foregoing conduct, Plaintiffs Francica  
18 Esmeralda Medina and Carlos Lara, Sr. have incurred and/or paid funeral, burial and related  
19 expenses, in an amount according to proof.

20 166. Under Civil Code section 52, Plaintiffs are entitled to actual damages plus up to a  
21 maximum of three times the actual damages but in no case less than four thousand dollars (\$4,000)  
22 plus attorney's fees.

23 **NINTH CAUSE OF ACTION FOR**  
24 **SURVIVAL ACTION: NEGLIGENCE**  
25 **(By Plaintiffs Francisca Esmeralda Medina and**  
26 **Carlos Lara, Sr., as Successors in Interest to**  
27 **Decedent Carlos Lara, Jr. against all Defendants)**

28 167. Plaintiffs repeat, re-allege and incorporate each and every allegation of the

1 preceding paragraphs of this complaint inclusive, as if fully set forth herein again.

2 168. Plaintiffs Francisca Esmeralda Medina and Carlos Lara., Sr. are the successors in  
3 interest to decedent Carlos Lara, Jr. Together, they bring this cause of action as a survival action  
4 under California Code of Civil Procedure sections 377.20, et seq.

5 169. At all times herein mentioned, Defendants and each of them, including DOES 1  
6 through 50, inclusive, owed duties of reasonable care with respect to the provision of security  
7 services at the Chesterfield Square, and each of them breached their duties of reasonable care as  
8 described below and herein.

9 170. **Defendants METROGUARD and/or CITIGUARD:** Defendants  
10 METROGUARD and/or CITIGUARD owed duties of reasonable care (through common law,  
11 statutory and contractually) as a result of their provision of security services at the subject location  
12 which, *inter alia*, created a special relationship. Defendants METROGUARD and/or  
13 CITIGUARD also owed duties of reasonable care with respect to the hiring, supervision, training,  
14 instruction, retention and continued employment of security guards whom they employed and  
15 furnished to the subject location. This included the duty to use reasonable care, including without  
16 limitation and offered by way of illustration: (1) in the hiring stage to ensure they only employed  
17 guards who were fit for the intended purpose; (2) in training and instructing guards they  
18 employed; (3) in supervising their guards to ensure that they remained fit for the intended purpose  
19 once hired; and (4) in placing guards at particular locations. Defendants METROGUARD and/or  
20 CITIGUARD breached their duty of reasonable care as described herein. Defendants  
21 METROGUARD and/or CITIGUARD are also legally liable for the conduct of their guards under  
22 principles of vicarious liability to the extent that guards they employed were themselves negligent.

23 171. **Defendants PRIMESTOR DEVELOPMENT, LLC, PRIMESTOR**  
24 **DEVELOPMENT, INC. and ELSINORE DEVELOPERS, LLC:** Defendants PRIMESTOR  
25 and ELSINORE owned, managed, maintained, operated and/or otherwise controlled the  
26 Chesterfield Square. As such, Defendants PRIMESTOR and ELSINORE owed a duty of  
27 reasonable care in owning, managing, maintaining, operating and controlling the location. As part  
28 of their ownership, management, maintenance, operation and/or control of the Chesterfield

1 Square, upon information and belief, Defendants PRIMESTOR and/or ELSINORE hired or  
2 contracted to hire Defendants METROGUARD and/or CITIGUARD to provide private armed  
3 security services at the location and thereafter continued to employ them for that purpose. In so  
4 doing, Defendants PRIMESTOR and/or ELSINORE undertook to provide security guards at the  
5 location thereby creating a duty of reasonable care in doing so. Defendants also PRIMESTOR  
6 and/or ELSINORE also owed a duty of reasonable care with respect to the provision of armed  
7 security services under the “Peculiar Risk Doctrine” because of the inherent dangers in armed  
8 security guard work. Defendants PRIMESTOR and/or ELSINORE also owed a duty of  
9 reasonable care under either a special relationship, a non-delegable duty, a contractual duty, or all  
10 or some of the foregoing bases. Defendants PRIMESTOR and/or ELSINORE also owed a duty of  
11 reasonable care because of its/their contractual right of control Defendants METROGUARD  
12 and/or CITIGUARD which created an agency relationship between them and/or otherwise gave  
13 Defendants PRIMESTOR and/or ELSINORE the right of control over Defendants  
14 METROGUARD and/or CITIGUARD, and those guards directly employed by Defendants  
15 METROGUARD and/or CITIGUARD, including but not limited to Defendant FULTON.  
16 Defendants PRIMESTOR and ELISNORE breached their duty of reasonable care as described  
17 herein.

18       172.    **Defendant HOME DEPOT, INC.:** Defendant HOME DEPOT, INC. owed duties  
19 of reasonable care (through common law, statutory and contractually) as a result of its provision of  
20 security services at the subject location which, *inter alia*, created a special relationship. Defendant  
21 HOME DEPOT, INC. also owed duties of reasonable care with respect to the hiring, supervision,  
22 training, instruction, retention and continued employment of security guards whom it employed  
23 and furnished to the subject location. This included the duty to use reasonable care in the hiring  
24 stage to ensure it only employed guards who were fit for the intended purpose, it included the duty  
25 to use reasonable care in training and instructing guards it employed, and it included the duty to  
26 use reasonable care to supervise its guards to ensure that they remained fit for the intended  
27 purpose. Defendant HOME DEPOT, INC. is also legally liable for the conduct of its guards under  
28 principles of vicarious liability to the extent that guards it employed were themselves negligent.





1 under California Code of Civil Procedure sections 377.20, et seq.

2 179. Defendants METROGUARD, CITIGUARD, FULTON and/or DOES 1 through 50  
3 were doing business in California subject to and regulated by the laws governing providers of  
4 private security guard services, including the Private Security Services Act (*see e.g.*, Business &  
5 Professions Code §7580, et seq. and etc.; *see also* 16 Cal. Code Regs. §603, et seq. and etc.), as  
6 well as the rules regarding use of force, excessive force, use of deadly force, rights to detain or  
7 arrest, etc. (*see e.g.*, Penal Code §§835a, 837, 840, 841, et seq. and etc.)

8 180. In engaging in the conduct alleged herein, Defendants METROGUARD,  
9 CITIGUARD, FULTON and/or DOES 1 through 50 violated specific requirements of the Private  
10 Security Services Act and its governing regulations (*see e.g.*, Business & Professions Code §7580,  
11 et seq. and etc.; *see also* 16 Cal. Code Regs. §603, et seq. and etc.), as well as the rules regarding  
12 use of force, excessive force, use of deadly force, rights to detain or arrest, etc. (*see e.g.*, Penal  
13 Code §§835a, 837, 840, 841, et seq. and etc.)

14 181. Decedent Carlos Lara, Jr. was within the class of persons the foregoing statutes,  
15 regulations and/or ordinances were intended to protect.

16 182. The foregoing breaches of reasonable care by Defendants were substantial factors  
17 in causing the death of decedent Carlos Lara, Jr. Decedent Carlos Lara, Jr. suffered pre-death  
18 pain, suffering, etc. after the tortious conduct but before his passing.

19 183. As a direct and proximate result of the foregoing breaches of reasonable care,  
20 decedent Carlos Lara, Jr. suffered general and special damages in an amount according to proof.

21 184. The conduct was engaged in with malice, fraud or oppression subjecting  
22 Defendants to punitive or exemplary damages. The conduct by Defendants METROGUARD,  
23 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 as alleged  
24 herein was engaged in by officers, directors or managing agents of such Defendants thereby  
25 subjecting them to punitive or exemplary damages.

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1 **ELEVENTH CAUSE OF ACTION FOR SURVIVAL**  
2 **ACTION: NEGLIGENCE – PREMISES LIABILITY**

3 **(By Plaintiffs Francisca Esmeralda Medina and**  
4 **Carlos Lara, Sr. as Successors in Interest to Carlos Lara,**  
5 **Jr., against Defendants Primestor Development, LLC;**  
6 **Primestor Development, Inc. and DOES 1 through 50)**

7 185. Plaintiffs repeat, re-allege and incorporate each and every allegation of the  
8 preceding paragraphs of this complaint inclusive, as if fully set forth herein again.

9 186. Plaintiffs Francisca Esmeralda Medina and Carlos Lara., Sr. are the successors in  
10 interest to decedent Carlos Lara, Jr. Together, they bring this cause of action as a survival action  
11 under California Code of Civil Procedure sections 377.20, et seq.

12 187. Defendants PRIMESTOR and ELSINORE, and DOES 1 through 50, owned,  
13 managed, maintained, operated and/or otherwise controlled the Chesterfield Square. As such,  
14 Defendants PRIMESTOR and ELSINORE owed a duty of reasonable care in owning, managing,  
15 maintaining, operating and controlling the location to ensure that no unreasonably dangerous  
16 condition existed on the premises of the Chesterfield Square.

17 188. Defendants PRIMESTOR, ELSINORE and DOES 1 through 50 breached the duty  
18 to use reasonable care in owning, managing, maintaining, operating and controlling the location  
19 by allowing unreasonably dangerous armed security guards to patrol the location.

20 189. The foregoing breaches of reasonable care by Defendants were substantial factors  
21 in causing the death of decedent Carlos Lara, Jr. Decedent Carlos Lara, Jr. suffered pre-death  
22 pain, suffering, etc. after the tortious conduct but before his passing.

23 190. As a direct and proximate result of the foregoing breaches of reasonable care,  
24 decedent Carlos Lara, Jr. suffered general and special damages in an amount according to proof.

25 191. The conduct was engaged in with malice, fraud or oppression subjecting  
26 Defendants to punitive or exemplary damages. The conduct by Defendants METROGUARD,  
27 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 as alleged  
28 herein was engaged in by officers, directors or managing agents of such Defendants thereby

1 subjecting them to punitive or exemplary damages.

2 **TWELTH CAUSE OF ACTION**  
3 **FOR SURVIVAL ACTION: ASSAULT**  
4 **(By Plaintiffs Francisca Esmeralda Medina**  
5 **and Carlos Lara, Sr. as Successors in Interest to**  
6 **Carlos Lara, Jr., against all Defendants)**

7 192. Plaintiffs repeat, re-allege and incorporate each and every allegation of the  
8 preceding paragraphs of this complaint inclusive, as if fully set forth herein again.

9 193. Plaintiffs Francisca Esmeralda Medina and Carlos Lara., Sr. are the successors in  
10 interest to decedent Carlos Lara, Jr. Together, they bring this cause of action as a survival action  
11 under California Code of Civil Procedure sections 377.20, et seq.

12 194. Defendants FULTON and DOES 25 through 50 (including other guards the  
13 identities of whom are presently unknown) intended to cause harmful or offensive contact to  
14 decedent Carlos Lara, Jr. as detailed herein.

15 195. Decedent Carlos Lara, Jr. reasonably believed that he was about to be touched in a  
16 harmful or offensive manner or said Defendants threatened to touch decedent Carlos Lara, Jr. in a  
17 harmful or offensive manner and it reasonably appeared to decedent Carlos Lara, Jr. that said  
18 Defendants were about to carry out the threat.

19 196. Decedent Carlos Lara, Jr. did not consent to the harmful or offensive touching.

20 197. Defendants FULTON and DOES 25 through 50 used excessive deadly force  
21 against decedent Carlos Lara, Jr. under circumstances where deadly force is not permitted under  
22 California law.

23 198. The foregoing assault(s) by Defendants were substantial factors in causing the  
24 death of decedent Carlos Lara, Jr. Decedent Carlos Lara, Jr. suffered pre-death pain, suffering,  
25 etc. after the tortious conduct but before his passing.

26 199. Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE, HOME  
27 DEPOT and DOES 1 through 25 are vicariously liable for the conduct of Defendants FULTON  
28 and DOES 25 through 50, are also or alternatively liable for having advanced notice of the risk,

1 authorized the conduct and/or ratified the conduct.

2 200. As a direct and proximate result of the foregoing conduct, decedent Carlos Lara, Jr.  
3 suffered general and special damages in an amount according to proof.

4 201. The conduct was engaged in with malice, fraud or oppression subjecting  
5 Defendants to punitive or exemplary damages. The conduct by Defendants METROGUARD,  
6 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 as alleged  
7 herein was engaged in by officers, directors or managing agents of such Defendants thereby  
8 subjecting them to punitive or exemplary damages.

9 **THIRTEENTH CAUSE OF ACTION FOR**

10 **SURVIVAL ACTION: BATTERY**

11 **(By Plaintiffs Francisca Esmeralda Medina and**

12 **Carlos Lara, Sr. as Successors in Interest to**

13 **Carlos Lara, Jr., against All Defendants)**

14 202. Plaintiffs repeat, re-allege and incorporate each and every allegation of the  
15 preceding paragraphs of this complaint inclusive, as if fully set forth herein again.

16 203. Plaintiffs Francisca Esmeralda Medina and Carlos Lara, Sr. are the successors in  
17 interest to decedent Carlos Lara, Jr. Together, they bring this cause of action as a survival action  
18 under California Code of Civil Procedure sections 377.20, et seq.

19 204. Defendants FULTON and DOES 25 through 50 committed a harmful or offensive  
20 touching against decedent Carlos Lara, Jr. as detailed herein.

21 205. Decedent Carlos Lara, Jr. did not consent to the harmful or offensive touching.

22 206. The harmful or offensive touching caused harm to decedent Carlos Lara, Jr.

23 207. A reasonable person in decedent Carlos Lara, Jr.'s situation would have been  
24 harmed or offended by the touching.

25 208. In engaging in the battery, Defendants FULTON and DOES 25 through 50 used  
26 excessive deadly force against decedent Carlos Lara, Jr. under circumstances where deadly force  
27 is not permitted under California law.

28 209. The foregoing battery by Defendants was a substantial factor in causing the death

1 of decedent Carlos Lara, Jr. Decedent Carlos Lara, Jr. suffered pre-death pain, suffering, etc. after  
2 the tortious conduct but before his passing.

3 210. Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE, HOME  
4 DEPOT and DOES 1 through 25 are vicariously liable for the conduct of Defendants FULTON  
5 and DOES 25 through 50, are also or alternatively liable for having advanced notice of the risk,  
6 authorized the conduct and/or ratified the conduct.

7 211. As a direct and proximate result of the foregoing conduct, decedent Carlos Lara, Jr.  
8 suffered general and special damages in an amount according to proof.

9 212. The conduct was engaged in with malice, fraud or oppression subjecting  
10 Defendants to punitive or exemplary damages. The conduct by Defendants METROGUARD,  
11 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 as alleged  
12 herein was engaged in by officers, directors or managing agents of such Defendants thereby  
13 subjecting them to punitive or exemplary damages.

14 **FOURTEENTH CAUSE OF ACTION FOR**  
15 **SURVIVAL ACTION: RALPH CIVIL RIGHTS ACT**  
16 **(By Plaintiffs Francisca Esmeralda Medina and**  
17 **Carlos Lara, Sr. as Successors in Interest to Carlos**  
18 **Lara, Jr., against All Defendants)**

19 213. Plaintiffs repeat, re-allege and incorporate each and every allegation of the  
20 preceding paragraphs of this complaint inclusive, as if fully set forth herein again.

21 214. Plaintiffs Francisca Esmeralda Medina and Carlos Lara., Sr. are the successors in  
22 interest to decedent Carlos Lara, Jr. Together, they bring this cause of action as a survival action  
23 under California Code of Civil Procedure sections 377.20, et seq.

24 215. Defendants FULTON and DOES 25 through 50 threatened and/or committed  
25 violent acts against decedent Carlos Lara, Jr. as detailed herein.

26 216. Decedent Carlos Lara, Jr.'s protected characteristic (*i.e.*, his race or ethnicity as a  
27 Latino) was a motivating reason for Defendants FULTON and DOES 25 through 50 threatening  
28 and/or committing violent acts against decedent Carlos Lara, Jr. as detailed herein.

1           217. Decedent Carlos Lara, Jr. did not consent to the threat or commission of violent  
2 acts.

3           218. In threatening and/or committing violent act(s), Defendants FULTON and DOES  
4 25 through 50 used excessive deadly force against decedent Carlos Lara, Jr. under circumstances  
5 where deadly force is not permitted under California law.

6           219. The threat to commit and/or actual commission of violent act(s) was a substantial  
7 factor in causing the death of decedent Carlos Lara, Jr. Decedent Carlos Lara, Jr. suffered pre-  
8 death pain, suffering, etc. after the tortious conduct but before his passing.

9           220. Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE, HOME  
10 DEPOT and DOES 1 through 25 are liable for the conduct of Defendant FULTON and DOES 25  
11 through 50 because: (1) Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE,  
12 HOME DEPOT and DOES 1 through 25 had advance notice of the unfitness of Defendants  
13 FULTON and/or DOES 25 through 50 and/or authorized the conduct of Defendants FULTON and  
14 DOES 25 through 50; (2) Defendants METROGUARD, CITIGUARD, PRIMESTOR,  
15 ELSINORE, HOME DEPOT and DOES 1 through 25 are vicariously liable for the conduct of  
16 Defendants FULTON and DOES 25 through 50; and/or (3) Defendants METROGUARD,  
17 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 ratified the  
18 conduct of Defendants FULTON and DOES 25 through 50.

19           221. As a direct and proximate result of the foregoing conduct, decedent Carlos Lara, Jr.  
20 suffered general and special damages in an amount according to proof.

21           222. The conduct was engaged in with malice, fraud or oppression subjecting  
22 Defendants to punitive or exemplary damages. The conduct by Defendants METROGUARD,  
23 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 as alleged  
24 herein was engaged in by officers, directors or managing agents of such Defendants thereby  
25 subjecting them to punitive or exemplary damages.

26           223. Under Civil Code section 52, Plaintiffs are entitled to actual damages in addition to  
27 punitive damages, a civil penalty of \$25,000, attorney's fees and injunctive relief, all of which are  
28 sought on this cause of action.

1 **FIFTEENTH CAUSE OF ACTION FOR**  
2 **SURVIVAL ACTION: TOM BANE CIVIL RIGHTS ACT**  
3 **(By Plaintiffs Francisca Esmeralda Medina and**  
4 **Carlos Lara, Sr. as Successors in Interest to Carlos**  
5 **Lara, Jr., against All Defendants)**

6 224. Plaintiffs repeat, re-allege and incorporate each and every allegation of the  
7 preceding paragraphs of this complaint inclusive, as if fully set forth herein again.

8 225. Plaintiffs Francisca Esmeralda Medina and Carlos Lara., Sr. are the successors in  
9 interest to decedent Carlos Lara, Jr. Together, they bring this cause of action as a survival action  
10 under California Code of Civil Procedure sections 377.20, et seq.

11 226. Defendants FULTON and DOES 25 through 50 interfered or attempted to interfere  
12 with decedent Carlos Lara, Jr.'s constitutional and/or statutory rights to leave the premises, exit  
13 the parking lot, avoid being subjected to violence by others, avoid an unlawful arrest or detention,  
14 or otherwise take action to avert the danger to his physical safety posed by the circumstances  
15 described herein.

16 227. Defendants FULTON and DOES 25 through 50 injured decedent Carlos Lara, Jr.  
17 and/or his property to prevent him from exercising his rights or in retaliation for having exercised  
18 his rights.

19 228. Decedent Carlos Lara, Jr. did not consent to the conduct.

20 229. In engaging in the foregoing conduct, Defendant FULTON and DOES 25 through  
21 50 used excessive deadly force against decedent Carlos Lara, Jr. under circumstances where  
22 deadly force is not permitted under California law.

23 230. The conduct of Defendants FULTON and DOES 25 through 50 was a substantial  
24 factor in causing harm to decedent Carlos Lara, Jr. Decedent Carlos Lara, Jr. suffered pre-death  
25 pain, suffering, etc. after the tortious conduct but before his passing.

26 231. Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE, HOME  
27 DEPOT and DOES 1 through 25 are liable for the conduct of Defendant FULTON and DOES 25  
28 through 50 because: (1) Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE,

1 HOME DEPOT and DOES 1 through 25 had advance notice of the unfitness of Defendants  
2 FULTON and/or DOES 25 through 50 and/or authorized the conduct of Defendants FULTON and  
3 DOES 25 through 50; (2) Defendants METROGUARD, CITIGUARD, PRIMESTOR,  
4 ELSINORE, HOME DEPOT and DOES 1 through 25 are vicariously liable for the conduct of  
5 Defendants FULTON and DOES 25 through 50; and/or (3) Defendants METROGUARD,  
6 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 ratified the  
7 conduct of Defendants FULTON and DOES 25 through 50.

8 232. As a direct and proximate result of the foregoing conduct, decedent Carlos Lara, Jr.  
9 suffered general and special damages in an amount according to proof.

10 233. The conduct was engaged in with malice, fraud or oppression subjecting  
11 Defendants to punitive or exemplary damages. The conduct by Defendants METROGUARD,  
12 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 as alleged  
13 herein was engaged in by officers, directors or managing agents of such Defendants thereby  
14 subjecting them to punitive or exemplary damages.

15 234. Under Civil Code sections 52 and 52.1, Plaintiffs are entitled to actual damages in  
16 addition to punitive damages, a civil penalty of \$25,000, attorney's fees and injunctive relief, all of  
17 which are sought on this cause of action.

18 **SIXTEENTH CAUSE OF ACTION FOR**  
19 **SURVIVAL ACTION: UNRUH CIVIL RIGHTS ACT**  
20 **(By Plaintiffs Francisca Esmeralda Medina and**  
21 **Carlos Lara, Sr. as Successor in Interest to Carlos**  
22 **Lara, Jr., against All Defendants)**

23 235. Plaintiffs repeat, re-allege and incorporate each and every allegation of the  
24 preceding paragraphs of this complaint inclusive, as if fully set forth herein again.

25 236. Plaintiffs Francisca Esmeralda Medina and Carlos Lara., Sr. are the successors in  
26 interest to decedent Carlos Lara, Jr. Together, they bring this cause of action as a survival action  
27 under California Code of Civil Procedure sections 377.20, et seq.

28 237. Defendants own, manage, operate, control or otherwise furnish the Chesterfield



1 Square (including the parking lot area and businesses within it) as business establishments open to  
2 the public within the meaning of the Unruh Civil Rights Act.

3 238. As detailed herein, the conduct of the security guards at the Chesterfield Square  
4 results in a denial of full and equal accommodations, advantages, facilities, privileges or services  
5 in such business establishments to Latinx or Hispanic individuals. As detailed herein, Defendants  
6 intentionally discriminated against decedent Carlos Lara, Jr. in public accommodations in  
7 violation of the Unruh Civil Rights Act.

8 239. The conduct of Defendants was a substantial factor in causing harm to decedent  
9 Carlos Lara, Jr. Decedent Carlos Lara, Jr. suffered pre-death pain, suffering, etc. after the tortious  
10 conduct but before his passing.

11 240. Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE, HOME  
12 DEPOT and DOES 1 through 25 are liable for the conduct of Defendant FULTON and DOES 25  
13 through 50 because: (1) Defendants METROGUARD, CITIGUARD, PRIMESTOR, ELSINORE,  
14 HOME DEPOT and DOES 1 through 25 had advance notice of the unfitness of Defendants  
15 FULTON and/or DOES 25 through 50 and/or authorized the conduct of Defendants FULTON and  
16 DOES 25 through 50; (2) Defendants METROGUARD, CITIGUARD, PRIMESTOR,  
17 ELSINORE, HOME DEPOT and DOES 1 through 25 are vicariously liable for the conduct of  
18 Defendants FULTON and DOES 25 through 50; and/or (3) Defendants METROGUARD,  
19 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 ratified the  
20 conduct of Defendants FULTON and DOES 25 through 50.

21 241. As a direct and proximate result of the foregoing conduct, decedent Carlos Lara, Jr.  
22 suffered general and special damages in an amount according to proof.

23 242. The conduct was engaged in with malice, fraud or oppression subjecting  
24 Defendants to punitive or exemplary damages. The conduct by Defendants METROGUARD,  
25 CITIGUARD, PRIMESTOR, ELSINORE, HOME DEPOT and DOES 1 through 25 as alleged  
26 herein was engaged in by officers, directors or managing agents of such Defendants thereby  
27 subjecting them to punitive or exemplary damages.

28 243. Under Civil Code section 52, Plaintiffs are entitled to actual damages plus up to a

1 maximum of three times the actual damages but in no case less than four thousand dollars (\$4,000)  
2 plus attorney's fees.

3 PRAYER FOR RELIEF:

4 WHEREFORE, Plaintiffs Francisca Esmeralda Medina and Carlos Lara, Sr., individually,  
5 and as Successors-in-Interest to Carlos Lara, Jr.:

6 **As to All Causes of Action:**

- 7 1. General damages according to proof (*i.e.*, wrongful death damages as to the First
- 8 through Eighth Causes of Action and survival damages, including but not limited to
- 9 pre-death pain, suffering, etc. as to the Ninth through Sixteenth Causes of Action);
- 10 2. Special damages according to proof;
- 11 3. Prejudgment interest to the extent allowed by law;
- 12 4. Costs of suit incurred herein;
- 13 5. For such other and further relief as the Court deems just and proper.

14 **As to the Sixth and Fourteenth Causes of Action:**

- 15 1. A civil penalty of \$25,000;
- 16 2. Attorney's fees.

17 **As to the Seventh and Fifteenth Causes of Action:**

- 18 1. A civil penalty of \$25,000;
- 19 2. Attorney's fees;
- 20 3. Injunctive relief.

21 **As to the Eighth and Sixteenth Causes of Action:**

- 22 1. Three times the actual damages but in no case less than four thousand dollars (\$4,000);
- 23 2. Attorney's fees.

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**As to the Ninth through Sixteenth Causes of Action:**

1. Punitive or exemplary damages.

DATED: October 2, 2024

**The deRubertis Law Firm, APC**

By  \_\_\_\_\_

David M. deRubertis  
Attorneys for Plaintiffs  
Francisca Esmeralda Medina and Carlos  
Lara, Sr., individually, and as Successors in  
Interest to Carlos Lara, Jr.

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**DEMAND FOR TRIAL BY JURY**

Plaintiffs hereby demand trial by jury on all issues so triable in the Complaint, or any other pleading filed in this matter by any party.

DATED: October 2, 2024

**The deRubertis Law Firm, APC**

By  \_\_\_\_\_

David M. deRubertis  
Attorneys for Plaintiffs  
Francisca Esmeralda Medina and Carlos  
Lara, Sr., individually, and as Successors in  
Interest to Carlos Lara, Jr.