

*Attorneys for Plaintiffs*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

TEMECULA GOLD AND JEWELRY;  
ALFY SHENOUDA,

*Plaintiffs,*

v.

ADT, INC., A California Corporation;  
PROTECTION 1, A California  
Corporation; and DOES 1 through 50,  
inclusive,

*Defendants.*

Case No.: **CVRI2100440**

**COMPLAINT FOR:**

- 1. BREACH OF CONTRACT**
- 2. UNJUST ENRICHMENT**
- 3. NEGLIGENCE**

**DEMAND FOR JURY TRIAL**

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5 occurred in the City of Temecula, in the County of Riverside, in the State of California. In  
6 addition, all DEFENDANTS and/or DEFENDANT corporations are conducting business in the  
7 City of Temecula, in the County of Riverside, in the State of California. Furthermore,  
8 DEFENDANTS reside in the City of Temecula, in County of Riverside, in the State of  
9 California. Lastly, the real property at issue is located in the City of Temecula, in County of  
10 Riverside, in the State of California.  
11

12 2. PLAINTIFFS, and each of them, complain against ADT, INC., A California  
13 Corporation; PROTECTION 1, A California Corporation; and DOES 1 through 50, inclusive  
14 (hereinafter collectively “DEFENDANTS”), inclusive, as follows:  
15

## 16 II.

### 17 PARTIES

18 3. At all times relevant herein, TEMECULA GOLD AND JEWELRY; ALFY  
19 SHENOUDA, (collectively “PLAINTIFFS”) owned and were operating a jewelry store and  
20 business located at 27487 Jefferson Ave, Temecula, California 92590 (hereinafter “SUBJECT  
21 PROPERTY”).  
22

23 4. DEFENDANT ADT, INC. is a California Corporation and security company  
24 operating and doing business in the County of Riverside, in the state of California.

25 5. DEFENDANT PROTECTION 1 is a California Corporation and security  
26 company operating and doing business in the County of Riverside, in the state of California.  
27

28 6. At all times herein, DEFENDANTS, and each of them, were acting as agents,  
employees, representatives, and/or alter-egos of one another.

5 will amend this Complaint by inserting their true names and capacities herein. PLAINTIFFS are  
6 informed and believe, and on that basis allege, each of the fictitiously named DEFENDANTS is  
7 responsible in some manner for the occurrences alleged in this Complaint, that PLAINTIFFS'  
8 damages as alleged in this Complaint were proximately caused by such DOE DEFENDANTS  
9 and/or that such DOE DEFENDANTS have or claim some interest in or claim against the real  
10 property described in this Complaint.  
11

### 12 III.

#### 13 GENERAL ALLEGATIONS

14 8. At all times relevant herein, PLAINTIFFS owned and operated a jewelry store  
15 and business located at 27487 Jefferson Ave, Temecula, California 92590.

16 9. At all relevant times herein, DEFENDANTS were under contract with  
17 PLAINTIFFS to provide PLAINTIFFS with security services for the jewelry store.  
18

19 10. DEFENDANTS are in the business of owning, operating, installing, maintaining,  
20 and/or providing security services and security systems for homes, commercial structures, and  
21 businesses. In this case, DEFENDANTS sold and provided security services and a security  
22 system to PLAINTIFFS prior to June 2019. The purpose of said security system on  
23 PLAINTIFFS SUBJECT PROPERTY was to deter, prevent, and/or mitigate damages in the  
24 event of a break-in, robbery, theft, vandalism, or the like. This includes, but is not limited to,  
25 alerting the proper authorities for immediate dispatch to the SUBJECT PROPERTY in the event  
26 of a break in.  
27  
28

5 to, alerting the authorities for immediate dispatch in the event of a break in, robbery, or theft. In  
6 the event that there is a break-in or robbery, there is a silent alarm that is supposed to  
7 immediately alert authorities in the event of a break in and robbery.

8 12. PLAINTIFFS business is a jewelry store which carries expensive, high-end items  
9 such as gold, jewelry, diamonds, emeralds, and other precious metals. As such, it is more likely  
10 to be a target for a break in, theft, robbery, and/or vandalism. As such, PLAINTIFFS contracted  
11 with DEFENDANTS to provide security and security services to prevent and/or mitigate such  
12 events from occurring. DEFENDANTS knew that the purpose of their contract and providing  
13 security and security services to PLAINTIFFS' SUBJECT PROPERTY was to protect and/or  
14 mitigate damages from an attempted break in, robbery, vandalism, theft, or the like. As such,  
15 DEFENDANTS knew, or should have known, that a proper, functioning security system was  
16 required for the SUBJECT PROPERTY.  
17  
18

19 13. On or about July 14, 2019 there was a break in, robbery, and vandalism at the  
20 SUBJECT PROPERTY. PLAINTIFFS suffered extensive property damage and destruction to  
21 their business when DEFENDANTS' faulty security system failed, allowing PLAINTIFFS to  
22 suffer from a break in, robbery of valuables, and vandalism. Specifically, DEFENDANTS  
23 security and security system failed because the silent alarm failed, and DEFENDANTS failed to  
24 alert the authorities for immediate dispatch as they are required to under their contract with  
25 PLAINTIFFS.  
26  
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5 theft, and destruction of PLAINTIFFS' business. Said failure was also a breach of contract for  
6 which PLAINTIFFS have been paying DEFENDANTS for. Authorities were not contacted by  
7 DEFENDANTS, as contracted, under the July 2019 incident to prevent said INCIDENT.

8 15. Immediately after the July 2019 break in, PLAINTIFFS alerted DEFENDANTS  
9 of the break in, robbery, and vandalism to the SUBJECT PROPERTY and their failure to alert  
10 the authorities.  
11

12 16. After the July 2019 break in, DEFENDANTS came to the SUBJECT PROPERTY  
13 and maintained, operated, installed, and/or updated their security and security system on the  
14 SUBJECT PROPERTY to prevent another such break in from occurring. DEFENDANTS  
15 guaranteed that, in the event of another attempted break in, that DEFENDANTS abide by the  
16 terms of their contract with PLAINTIFFS, including, but not limited to, having a silent alarm  
17 become triggered, and by alerting the authorities immediately for dispatch.  
18

19 17. After the July 2019 break in, and on or about February 24, 2020, PLAINTIFFS'  
20 jewelry business was broken into and robbed again. Most, if not all, valuables in PLAINTIFFS'  
21 business were subsequently stolen.  
22

23 18. Immediately prior to and during the February 2020 break in, DEFENDANTS  
24 security system broke down and/or failed, again. DEFENDANTS security system failed to alert  
25 the authorities, again, in the event of a break in which would have prevented, or mitigated, the  
26 vandalism, theft, and destruction of PLAINTIFFS' business. Said failure was also a breach of  
27 contract for which PLAINTIFFS have been paying DEFENDANTS for. Authorities were not  
28

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