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Attorneys for Plaintiff

**DILIP PATEL, SAROJ PATEL AND  
SAROJ PATEL, INC.**

**UNITED STATES DISTRICT COURT FOR  
THE CENTRAL DISTRICT OF CALIFORNIA  
EASTERN DIVISION**

DILIP PATEL, SAROJ PATEL and  
SAROJ PATEL, INC.,

Plaintiffs,

v.

7-ELEVEN, INC., a wholly-owned  
subsidiary of SEVEN-ELEVEN JAPAN  
CO., LTD, a wholly-owned subsidiary  
of SEVEN AND I HOLDINGS CO.,  
LTD.,

Defendant.

Case No.

**VERIFIED COMPLAINT FOR VIOLATION  
OF THE FRANCHISE RELATIONS ACT,  
BREACH OF THE IMPLIED COVENANT  
OF GOOD FAITH AND FAIR DEALING,  
FRAUDULENT INDUCEMENT,  
FALSE IMPRISONMENT, AND  
DECLARATORY RELIEF**

**DEMAND FOR JURY TRIAL**

COME NOW the Plaintiffs, DILIP PATEL, SAROJ PATEL and SAROJ PATEL, INC.  
(collectively, "Plaintiffs") and for their Complaint against the Defendants states as follows:

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1           6.       On December 5, 2013, using deception and improper interrogation techniques,  
2 7-Eleven coerced Plaintiff Dilip Patel, individually and as an officer of Plaintiff Saroj Patel, Inc.  
3 **(but not Plaintiff Saroj Patel)** to relinquish their interests in the Patel Store.

4           7.       This resulted in the Patels losing over \$440,000 in equity that they could have  
5 obtained, had they sold the store to a willing third-party purchaser.

6           8.       7-Eleven used coercive and “storm trooper” interrogation and isolation tactics to  
7 illegally coerce Plaintiffs to agree to terminate their Store Franchise Agreement.

8           9.       Upon information and belief, the tactics used are part of a wider, nationwide 7-  
9 Eleven scheme to improperly intimidate and terminate long-term franchisees, with the goal of  
10 acquiring their successful stores.

11           10.      Upon information and belief, 7-Eleven’s intimidation and termination efforts are  
12 primarily focused on New York, New Jersey and California.

13           11.      Ultimately, 7-Eleven improperly terminates the franchisee(s) (such as the Patels)  
14 and takes away their stores on fictitious grounds of wrongdoing.

15           12.      To achieve this goal, 7-Eleven uses coercive and unlawful interrogation techniques,  
16 and does so without paying long-term franchisees **any** consideration.

17           13.      The sole purpose of acquiring these stores – albeit through illegal means – is to  
18 “take back” the stores, at no cost, with the intent to ultimately re-sell the store, for a fee, to a third-  
19 party purchaser.

20           14.      7-Eleven hired more Asset Protection employees than any other company in 2013.  
21 Attached hereto and incorporated herein as Exhibit D is a true and correct copy of an article from  
22 D&D Daily.

23           15.      Upon further information and belief, 7-Eleven hired approximately thirty-five  
24 Asset Protection employees.

1           16.     7-Eleven is using its Asset Protection/Loss Prevention (“AP/LP”) Department as a  
2 profit center to realize a significant return on its investment in hiring large numbers of Asset  
3 Protection employees.

4           17.     The pressure to provide a return on the AP/LP Department investment is  
5 tremendous.

6           18.     Upon information and belief, 7-Eleven has instituted quotas to the AP/LP  
7 Department, which in turn, causes the AP/LP employees to bring dubious and fabricated charges  
8 against franchisees – such as the Patels.

9           19.     The false charges lodged against the Patels are a direct and proximate result of 7-  
10 Eleven’s attempt to get a return on its investment in hiring various AP/LP Department employees.

11           20.     Converse to 7-Eleven, most major retailers use their asset protection departments in  
12 a “non-productive” manner, trying to limit losses from theft and shrinkage.

13           21.     More specifically, 7-Eleven uses its AP/LP Department as a “**productive work**  
14 **center**” by taking back franchises at no cost – only to resell them for a large fee.

15           22.     7-Eleven’s efforts to terminate franchises and “take back” stores have been  
16 tremendously profitable for 7-Eleven.

17           23.     Upon further information and belief, the amount received by 7-Eleven in reselling  
18 taken-back stores is in excess of ten million dollars.

19           24.     The number of stores taken back in New York, New Jersey and California are  
20 higher than other regions, as a percentage of stores, because of the relatively high resale value 7-  
21 Eleven can obtain after unlawfully re-selling stores in those states.

22           25.     7-Eleven targets franchisees in New York, New Jersey and California with faux  
23 investigations while simultaneously avoiding serious fraudulent activity committed by franchisees  
24 in other states.

1           26.     The Patel Store, Store No. 2171-27635, was located in Riverside, California – one  
2 of the areas targeted by 7-Eleven AP/LP Department.

3           27.     When 7-Eleven gave Mark Stinde, Vice President of Asset Protection for 7-Eleven,  
4 permission to hire thirty-five AP/LP Department employees, the positions were not posted  
5 publically.

6           28.     The purported reason for the secretive hirings were to provide 7-Eleven with a  
7 secretive opportunity to investigate franchisees, and preserve the “element of surprise” when an  
8 increased quantity of stores began being taken back.

9           29.     When Stinde hired the new AP/LP Department employees, the vast majority were  
10 given assignments in two newly-created divisions: (i) the Centralized Investigations Team  
11 (“CIT”); and (ii) the Profit Assurance Team, a covert mobile surveillance team.

12           30.     Further contrary to most other major retailers, 7-Eleven does not have any known  
13 AP/LP Department directives and/or operating standards.

14           31.     As a result of having no known standards, and with the arbitrary quotas given to the  
15 AP/LP Department employees, 7-Eleven employees are given leeway to – and do take – improper  
16 actions as described in detail herein.

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19                           **JURISDICTION AND VENUE**

20           32.     This Complaint has jurisdiction over this action pursuant to 28 U.S.C. § 1332  
21 (diversity).

22           33.     Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) and (b).

23           34.     The amount in controversy on each of these counts set forth below exceeds the sum  
24 of \$75,000 exclusive of interest and costs.  
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1 **THE PARTIES**

2 35. Plaintiff Dilip Patel is citizen of the State of California and resides in Corona,  
3 California.

4 36. Plaintiff Saroj Patel is citizen of the State of California and resides in Corona,  
5 California.

6 37. Plaintiff Saroj Patel, Inc. is a California corporation whose shares are owned  
7 equally by owned by Dilip Patel and Saroj Patel.

8 38. 7-Eleven is a Texas corporation. It maintains a place of business at 1722 Routh  
9 Street, Suite 1000, Dallas, Texas 75201.

10 **BACKGROUND**

11 39. For nearly nineteen years, Plaintiffs, in good faith, have operated a 7-Eleven  
12 franchised store in Riverside, California.

13 **7-Eleven's Unlawful and Illegal Interrogation Tactics**

14 40. On December 4, 2013, Plaintiffs received a phone call that 7-Eleven wanted to  
15 meet with them to go "over some financials" and a meeting was scheduled for 10:00 a.m. the  
16 following day at 7-Eleven's offices.

17 41. On the morning of the meeting, Plaintiffs Dilip and Saroj, and their twenty-seven  
18 year old son, Dev, who was a manager at the store, were met by 7-Eleven's market manager for  
19 Market 2171, William Halverson.

20 42. Dilip and Saroj were then taken to a small conference room where they were  
21 surprised to meet 7-Eleven Asset Protection interrogators, Kevin New ("New") and Steve Kellison  
22 ("Kellison"), who immediately accused of them of fraud and wrongdoing with respect to  
23 couponing.  
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1           43. Specifically, the New and Kellison (collectively, the “Asset Protection  
2 Interrogators”) told Plaintiffs that the fraud being perpetrated in the store involved the excessive  
3 use of Slurpee coupons and that Plaintiffs’ franchise, which they had for eighteen years, was being  
4 terminated and that 7-Eleven would be taking their store away that very day.

5           44. Plaintiffs were briefly shown pages of transactional documents along with some  
6 video clips which the Asset Protection Interrogators told them “proved” that they and some of  
7 their employees had defrauded 7-Eleven by accepting too many coupons from customers.

8           45. Further, the Asset Protection Interrogators told Dilip and Saroj that 7-Eleven would  
9 not only be taking their store, but would not give them an opportunity to sell the store.

10           46. This resulted in Dilip and Saroj losing their store, which they had for more than  
11 eighteen years, as well as the goodwill associated with their well-run store.

12           47. When the Patels sat down at the table, Kellison’s first words were threatening in  
13 nature.

14           48. Specifically, Kellison stated that one of two things would happen that day: (i) the  
15 Patels would give up the store, including their equity, and pay 7-Eleven \$100,000; or (ii) 7-Eleven  
16 would file a federal lawsuit against them, individually and/or collectively, for \$250,000.

17           49. The Asset Protection Interrogators further “advised” Plaintiffs that should they  
18 leave the premises, that the lawsuit would be filed immediately.

19           50. The interview conducted by the Asset Protection Interrogators lasted nearly eight  
20 hours and was conducted using “Third Degree Tactics.”

21           51. “Third Degree Tactics” is a euphemism for the inflicting of pain, physical or  
22 mental, to extract confessions or statements.

23           52. During this extensive interrogation, Kellison stated that the Patels had been  
24 fraudulently using the Slurpee coupon – and accused them of “double dipping.”  
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1           53.     The Patels believed Kellison’s statement to mean that they were allegedly taking  
2 cash for Slurpees that were offset with Slurpee coupons, but was not sharing these profits with 7-  
3 Eleven.

4           54.     After the Patels denied any wrongdoing, Kellison showed them two short video  
5 clips accompanied by an electronic journal of the transaction.

6           55.     However, the video and electronic journal did not match up – i.e. did not show the  
7 same transaction.

8           56.     Despite repeated requests by Dilip – and his son Dev Patel (“Dev”), who had just  
9 entered the room – Kellison refused to replay the videos.

10          57.     In fact, Dilip and Dev asked Kellison, “If the video is so compelling, why do you  
11 refuse to show it again?”

12          58.     7-Eleven was aware that the Patels were not active in the day-to-day operations of  
13 the store—rather, the operations were left to Dev.

14          59.     As such, Dev was more familiar with the way the Point of Sale (“POS”) system  
15 operated.

16          60.     The Asset Protection Interrogators’ refusal to replay the video in front of Dev  
17 caused doubt in the Patels’ minds, because Dev would have been able to point out any and all  
18 inconsistencies.

19          61.     Rather, Dev was only show a few pages of sales transactions that remained  
20 showing on a projection screen in the interrogation room.

21          62.     At this time, Kellison engaged in “cultural shaming.”

22          63.     Specifically, Kellison stated that by being named as a defendant in a lawsuit, the  
23 Patels would be publicly embarrassed, especially in the Indian community.



1           64.     Using cultural biases, including the accusation of threat within the Indian  
2 community, in order to get an admission is unethical for Interrogator – such as Kellison.

3           65.     However, Kellison took it one step further.

4           66.     Specifically, Kellison told Patel that if 7-Eleven filed the threatened civil action in  
5 federal court, the IRS would likely hear about it, and that the Patels could face imprisonment.

6           67.     In furtherance of these tactics, New told that Patels that his mother used to work for  
7 the Internal Revenue Service (“IRS”) and that the threatened lawsuit, and those like it, have “a  
8 way of getting out” to the IRS.

9           68.     Upon information and belief, New’s mother was never employed by the IRS.

10          69.     The Asset Protection Interrogators’ threats changed the dynamic of the  
11 interrogation – going from a monetary issue to one dealing with imprisonment.

12          70.     The Patels perceived the Asset Protection Interrogators to mean that if the Patels  
13 did not sign over the store, that 7-Eleven would “leak” news of the lawsuit to the IRS, causing  
14 possible criminal conviction.

15          71.     At this time, the Asset Protection Interrogators demanded that Dilip and Saroj sign  
16 a purported “settlement agreement,” telling the Patels that their continued failure to do so would  
17 result in the lawsuit being filed.

18          72.     At this point, Dilip asked if he could have twenty-four hours to confer with an  
19 attorney; however, the Asset Protection Interrogators refused.

20          73.     Dev then asked if he could take the settlement agreement and federal complaint to  
21 his friend, Anthony DiBenedetto, who had just graduated law school, to review both documents.

22          74.     7-Eleven denied the Patels’ request to go to Mr. DiBenedetto’s office.  
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1           75.     7-Eleven market manager Halverson and Ms. Hollenback told Dilip and Saroj that  
2 if they did not sign the settlement agreement and attempted to litigate, 7-Eleven would cut off their  
3 store operations from Dallas by withdrawing credit.

4           76.     This would mean that vendors would not deliver any supplies to the store, and 7-  
5 Eleven threatened to shut off employee payroll, remove all 7-Eleven fixtures and propriety items,  
6 and stop their ability to write Western Union money orders.

7           77.     Scared and frightened, the Patels were still unable to retain counsel that was  
8 familiar with franchisees' rights and/or franchise litigation.

9           78.     Saroj, a diabetic, was especially intimidated and became very emotional.

10          79.     Saroj became inconsolable and attempted to leave the premises.

11          80.     In order to end the ordeal, and avoid the threatened litigation and/or retaliation, and  
12 to save his wife from a possible diabetic episode, Dilip – individually and on behalf of Saroj Patel,  
13 Inc.—was coerced into a signing a purported settlement agreement, purportedly requiring  
14 Plaintiffs to give up the stores.

15           **The Purported Agreement has No Effect and Consequence**

16          81.     Despite having signed the agreement, 7-Eleven's efforts to unlawfully take back the  
17 store fail on multiple grounds.

18          82.     First, 7-Eleven failed to get Saroj Patel to sign the agreement, despite her being  
19 named on the "Non-Curable Notice of Material Breach and Termination." Attached hereto and  
20 incorporated herein as Exhibit D is a true and correct copy of the Non-Curable Notice of Material  
21 Breach and Termination.

22          83.     Second, Dilip's signature on behalf of the corporation, Saroj Patel, Inc., was  
23 without force and effect.  
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1           84.     Specifically, as a fifty percent shareholder in Saroj Patel, Inc., Saroj did not  
2 authorize Dilip to enter into any agreement on behalf of the corporation. Attached hereto and  
3 incorporated herein as Exhibit E is a true and correct copy of Saroj Patel, Inc.'s Formation  
4 Documents.

5           85.     Third, in the State of California – a community property state – a spouse cannot  
6 divest the property rights of the other spouse without due process of law, or without consent.  
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8           86.     In the instant matter, Saroj did not consent, either in writing or otherwise – that she  
9 would give up her property rights.

10          87.     More specifically, Saroj did not consent to Dilip giving up her rights as a fifty  
11 percent shareholder of Saroj Patel, Inc.

12           **7-Eleven's Pattern of Violating other Franchise Practices Acts**

13           88.     On or about June 25, 2013, 7-Eleven committed similar violative acts against  
14 another franchisee, Karamjeet Sodhi, who owns six (6) stores throughout New Jersey.  
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16           89.     Specifically, 7-Eleven entered Mr. Sodhi's six (6) stores and took all of his lottery  
17 equipment, removed security devices, and ceased financing and vendor deliveries.

18           90.     Much like Plaintiffs in this matter, this had the effect of constructively terminating  
19 Mr. Sodhi's locations.

20           91.     Subsequently, on or about July 3, 2013, the Honorable Michael A. Shipp of this  
21 Court entered a temporary restraining order ("TRO") against 7-Eleven, while admonishing them  
22 for the ruthless conduct. Attached hereto and incorporated herein as Exhibit C is a true and correct  
23 copy of the Court's Order.  
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25           92.     During the proceedings on Mr. Sodhi's application for a TRO, Judge Shipp stated:

26           Defendant suggests that the franchisor has terminated the franchise without having  
27 first given written notice setting forth all the reasons for such termination... at least  
28 60 days in advance of such termination.

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1 The Act is intended to prevent arbitrary or capricious actions by the franchisor who  
2 generally has vastly greater economic power than the franchisee. The defendant  
3 here alleges facts which support that the franchise relationship was terminated  
4 without the requisite notice of 60 days (internal citations omitted).

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4 For these reasons, the defendant's request for temporary restraints is granted until a  
5 hearing can be held on the parties' motion for preliminary injunction.

6 **COUNT ONE**  
7 **VIOLATION OF THE CALIFORNIA FRANCHISE RELATIONS ACT**  
8 CAL. BUS. & PROF. CODE §§ 20000, *et. seq.*

8 93. Plaintiffs repeat and re-allege each and every allegation contained in the foregoing  
9 paragraphs of this Complaint as if set forth in full.

10 94. Plaintiffs are franchisees as defined by California Business and Professional Code  
11 20020, 20021 and 20030.

12 95. Defendant is a franchisor as defined by California Business and Professional Code  
13 20020, 20021 and 20030.

14 96. Plaintiffs are California franchisees, and have spent hundreds of thousands of  
15 dollars on franchise fees, licenses, approvals, and related goods and services in operating their  
16 store in accordance with their franchise agreement.

17 97. Plaintiffs reasonably relied upon the written and oral promises and representations  
18 of Defendant, and was induced to spend substantial time, effort and money in an on-going attempt  
19 to develop and operate his 7-Eleven franchise, and to comply with Defendant's arduous rules and  
20 regulations.  
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22 98. Defendant has terminated the franchise by force and coercion without  
23 demonstrating the requisite "good cause" and did not allow Plaintiffs to cure any alleged defects.

24 99. Defendant has failed to comply with the notice provisions of California Business  
25 and Professional Code 20020, 20021 and 20030 in that it failed to afford Plaintiff the time allotted  
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1 under the Code to cure any alleged deficiencies, if any, and used coercive and “storm trooper”  
2 tactics to illegally terminate Plaintiffs’ Franchise Agreement.

3 100. Defendant’s failure to provide proper notice of any alleged fault has created an  
4 unreasonable standard of performance in violation of California Business and Professional Code  
5 20020, 20021 and 20030

6 101. Rather than provide Plaintiffs the requisite time to cure any alleged defect,  
7 Defendant chose to coerce a termination without good cause.

8 102. Additionally, Defendant has violated California Business and Professional Code  
9 20020, 20021 and 20030 as more fully described herein. Plaintiff therefore seeks equitable relief,  
10 full reimbursement of costs and/or damages for wrongful termination, which will have all/or will  
11 irreparably damage Plaintiffs including, but not limited to, irreparable damage to Plaintiffs’  
12 business reputation that Plaintiffs have caused within the respective franchise system.  
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15 **COUNT TWO**  
16 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

17 103. Plaintiffs repeat and re-allege each and every allegation contained in the foregoing  
18 paragraphs of this Complaint as if set forth in full.

19 104. The covenant of good faith and fair dealing is implied in every contract entered into  
20 in the State of California, including franchise agreements. Additionally, a franchisor’s affirmative  
21 obligations under the California Business and Professional Code 20020, 20021 and 20030  
22 incorporates the inherent contractual obligation that the franchisor act in good faith.

23 105. The statutory requirement of “good cause” termination includes components of  
24 “good faith”).

25 106. Defendant, at all relevant times, had the obligation to act in good faith in order to  
26 maximize the best of interests of Plaintiff under the Franchise Agreement.  
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107. Defendant has breached its implied covenant of good faith and fair dealing by and through numerous acts that have harmed Plaintiffs ability to operate their 7-Eleven franchise, by and through the following conduct:

(a) Failing to provide Plaintiffs the requisite opportunity to cure any alleged default pursuant to California Business and Professional Code 20020, 20021 and 20030;

108. As a direct and proximate result of Defendant's repeated breaches of the covenant of good faith and fair dealing, Plaintiff has sustained and continues to sustain substantial hardship and considerable monetary damage. Plaintiff herein seeks a declaration that 7-Eleven has acted in bad faith in connection with its obligations under the Franchise Agreement.

**COUNT THREE**  
**FRAUDULENT INDUCEMENT**

109. Plaintiffs repeat and re-allege each and every allegation contained in the foregoing paragraphs of this Complaint as if set forth in full.

110. 7-Eleven and its employees and agents made intentional misrepresentations to Plaintiffs to induce Plaintiffs to institute an aggressive couponing campaign. into investing their life savings into a 7-Eleven franchise.

111. Specifically, 7-Eleven made the following misrepresentations:

(a) Telling Plaintiffs that the institution of an aggressive couponing campaign, which would make Plaintiffs a leader in couponing and customer promotion, would bring more business to the store and promote goodwill throughout the community;

112. As a result, Plaintiffs were fraudulently induced into initiating an aggressive coupon acceptance campaign in connection the operation of their 7-Eleven franchised store.

113. As a direct and proximate result of 7-Eleven's fraudulent inducement, Plaintiffs have been and will continue to be damaged.

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115. 7-Eleven, by and through the actions described herein, intentionally deprived Plaintiffs Saroj and Dilip of their freedom of movement by use of force, threats of force, menace, fraud, deceit and unreasonable duress.

117. Plaintiffs Saroj and Dilip did not knowingly consent.

119. 7-Eleven's conduct, by and through the referenced conduct, was a substantial factor in causing Plaintiffs Saroj and Dilip's harm.

120. Plaintiffs repeat and re-allege each and every allegation contained in the foregoing paragraphs of this Complaint as if set forth in full.

122. The signatures of Dilip obtained by Defendants on all settlement agreements and other termination documents were the result of defendant and its attorneys thwarting Plaintiffs from obtaining considered and competent counsel.

123. The signatures of Dilip obtained by Defendants, purporting to bind the corporate Plaintiff, Saroj Patel, Inc. on all settlement agreements and other termination documents are

1 without proper corporate authorization as the signed corporate documents lacked the fifty percent  
2 shareholder approval of Saroj.

3                   **WHEREFORE**, Plaintiffs Dilip Patel, Saroj Patel and Saroj Patel, Inc. demand  
4 trial by jury and judgment against Defendants as follows:

5           (a)     Compensatory and consequential damages for injuries resulting from Defendants'  
6 breaches of the California Franchise Relations Act;

7           (b)     An Order Declaring and Adjudging that the Termination of Plaintiffs' 7-Eleven  
8 franchises were made without the requisite "good cause" as required by the California Franchise  
9 Relations Act;

10           (c)    Compensatory and consequential damages for injuries resulting from Defendants'  
11 breaches of the covenant of good faith and fair dealing;

12           (d)    Compensatory and consequential damages for injuries resulting from Defendants'  
13 fraudulent inducement;

14           (e)    Compensatory and consequential damages for injuries resulting from Defendant's  
15 false imprisonment of plaintiffs;

16           (f)    An order declaring and adjudging that all settlement agreements, and other  
17 documents signed by Plaintiffs on or about December 5, 2013, which purportedly terminated  
18 Plaintiffs' 7-Eleven franchises are void and without any force and effect;

19           (g)    An order declaring that Defendants shall immediately relinquish all control and  
20 possession over Store No. 2171-27635;

21           (h)    Additional damages, as provided by law;

22           (i)    Attorneys' fees, costs and disbursements as provided by law or contract; and

23           (j)    Such other and further relief as this Court may deem just and proper.  
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1 Dated: March 18, 2014

2 By: Eric Schindler, Esq. (State Bar No. 141386)  
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9 Of Counsel:

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12 Evan M. Goldman, Esq. (*Pro Hac Vice* Forthcoming)  
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17 jerry@marksklein.com  
18 evan@marksklein.com

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a trial by jury of all issues so triable.

21 By: Eric Schindler, Esq. (State Bar No. 141386)  
22 **SCHINDLER LAW GROUP**  
23 Counsel for Plaintiff

24 Dated: March 18, 2014

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**VERIFICATION OF DILIP PATEL**

I, Dilip Patel, Plaintiff in this matter, have read the contents of the Verified Complaint and hereby verify, under penalty of perjury, that the allegations set forth therein are true and accurate to the best of my knowledge.

Executed this 17th day of March 2014

\_\_\_\_\_  
DILIP PATEL

**VERIFICATION OF SAROJ PATEL**

I, Saroj Patel, Plaintiff in this matter, have read the contents of the Verified Complaint and hereby verify, under penalty of perjury, that the allegations set forth therein are true and accurate to the best of my knowledge.

Executed this 17th day of March 2014

\_\_\_\_\_  
SAROJ PATEL