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11 BRIAN KENNEDY

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

15 BRIAN KENNEDY, an individual

16 Plaintiff,

17 v.

18 UNIVERSITY OF SOUTHERN
19 CALIFORNIA, and DOES 1 through 10,
20 inclusive,

21 Defendants.

Case No:

COMPLAINT FOR DAMAGES FOR:

1. **PROMISSORY ESTOPPEL**
2. **FRAUD: INTENTIONAL MISREPRESENTATION, FALSE PROMISE, AND FRAUD IN THE INDUCEMENT**
3. **BREACH OF CONTRACT**
4. **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**
5. **NEGLIGENT MISREPRESENTATION**

**REQUEST FOR JURY TRIAL AND
REQUEST FOR PUNITIVE DAMAGES**

1 Plaintiff BRIAN KENNEDY hereby brings this Complaint for Damages against Defendants
2 UNIVERSITY OF SOUTHERN CALIFORNIA and DOES 1 through 10, inclusive, and alleges as
3 follows:

4 **THE PARTIES**

5 1. Plaintiff BRIAN KENNEDY ("Plaintiff") is, and at all times mentioned was, an individual
6 residing in the County of Los Angeles, California.

7 2. Plaintiff is informed and believes that Defendant UNIVERSITY OF SOUTHERN
8 CALIFORNIA ("Defendant USC") is, and at all times mentioned was, a private university organized an
9 existing under the laws of the State of California, with a principal place of business in the County of Los
10 Angeles, California.

11 3. Plaintiff is unaware of the true names and capacities, whether individual, corporate, associate
12 or otherwise, of the defendants named herein as Does 1 through 10, and therefore, pursuant to Code of
13 Civil Procedure section 474, sues said defendants by such fictitious names. Plaintiff is informed,
14 believes, and based thereon alleges that each Doe Defendant is responsible in some manner for the acts
15 or omissions alleged in this Complaint. Plaintiff will seek leave to amend this Complaint when the
16 identity, name and capacity of, or the basis for imposing liability against each Doe Defendants is
17 ascertained.

18 4. At all times relevant to this action, each Defendant, including those fictitiously named, were
19 the agents, servants, employees, partners, joint ventures or sureties of the defendants and were acting
20 within the scope of said agency, employment, partnership, venture, or suretyship, with the knowledge
21 and consent or ratification of each of the other defendants in doing the things alleged herein.

22 **JURISDICTION AND VENUE**

23 5. Jurisdiction is proper in the Superior Court of the State of California, County of Los Angeles,
24 pursuant to California Code of Civil Procedure section 410.10

25 6. Venue is proper in Los Angeles County, pursuant to California Code of Civil Procedure,
26 section 392 *et seq.*, because Defendant operates in Los Angeles County and because Defendant's
27 obligations and liability arise therein.

1 **GENERAL FACTUAL ALLEGATIONS**

2 **I. PLAINTIFF'S LONGSTANDING RELATIONSHIP WITH DEFEDNANT**

3 7. Plaintiff is among Defendant's most distinguished and longstanding alumni. As the
4 founder of Regency Outdoor Advertising, a prominent Southern California billboard company, and a
5 pioneer in the outdoor advertising space, Plaintiff has maintained a close relationship with Defendant
6 and the Los Angeles Community for over 50 years.

7 8. Over the course of several decades, Plaintiff has devoted substantial time, resources,
8 connections, and financial support to Defendant. Plaintiff's contributions have extended far beyond
9 monetary donations and have included significant personal involvement in promoting, preserving, and
10 advancing Defendant's programs, reputation, and athletics traditions.

11 9. Among other contributions, Plaintiff made substantial financial donations to assist with
12 the construction of the Galen Center and to support the Athletics Department. In 2012, Plaintiff funded
13 and organized a 50th anniversary celebration of Defendant's 1962 NCAA Football Championship.
14 Plaintiff also conceived, designed, funded, and implemented an advertising campaign, whereby his team
15 designed, printed, posted, and ran at Plaintiff's own expense, to encourage the NCAA to return
16 Defendant's legend Reggie Bush's Heisman trophy. Through Plaintiff's efforts and persistence, that
17 campaign ultimately succeeded.

18 10. Plaintiff further spearheaded the development of Defendant's Athletics Hall of Fame,
19 which since its founding in 1994 has honored the legacy and contributions of hundreds of Defendant's
20 student-athletes. Plaintiff and Regency Outdoor Advertising have likewise been longstanding, leading
21 supporters of "Swim With Mike," contributing millions of dollars in free advertising and promotional
22 support to promote the charitable event.

23 11. In total, Plaintiff's direct financial contributions to Defendant exceeded \$4 million,
24 exclusive of the substantial value of the professional services, billboard advertising, promotional
25 support, volunteer efforts, and other resources Plaintiff has provided throughout the years.

26 **II. CREATION OF THE BRIAN KENNEDY FIELD**

27 12. Approximately 27 years ago, Defendant was actively pursuing efforts to fund the
28 construction of a practice field for its football team. Defendant's efforts to secure a donor were

1 unsuccessful for some period of time. Defendant then approached Plaintiff with a proposal. Defendant
2 solicited Plaintiff to fund the construction of a football practice field, with the promise that if Plaintiff
3 donated \$400,000 to the university and funded construction of the field, the football practice field would
4 forever bear Plaintiff's name and that it would be Plaintiff's "legacy" which would honor Plaintiff's
5 contributions to Defendant for generations.

6 13. Motivated by Defendant's representation that the football practice field would forever
7 bear his name, and be known as the "Brian Kennedy Field," Plaintiff agreed to donate \$400,000 and to
8 fund the construction of the field – which he did. Plaintiff donated \$400,000 to Defendant and personally
9 funded and organized the construction of Defendant's football practice field. Plaintiff hired and paid
10 contractors, engineers, and related vendors. Following construction of the football practice field,
11 Defendant's football team went on to win national titles.

12 14. As promised, once completed, Defendant named the field the "Brian Kennedy Field."
13 Plaintiff's contribution also funded construction of what became known as Goux's gate as well as
14 upgraded lighting for the football practice facility.

15 15. Since its completion in 1999, the "Brian Kennedy Field," has served as a prominent and
16 enduring part of Defendant's athletic facilities and has been utilized for Defendant's football team
17 practices and training sessions. For more than two decades, the Field stood as a visible acknowledgement
18 of Plaintiff's extraordinary contributions to Defendant and the lasting relationship between Plaintiff and
19 the University.

20 16. Plaintiff's contributions to Defendant have been substantial and represent a significant
21 investment in Defendant's athletic programs and facilities.

22 17. The parties understood and agreed that Plaintiff's contribution would provide Defendant
23 with substantial financial and institutional benefits, while the naming and recognition associated with
24 the "Brian Kennedy Field" would acknowledge Plaintiff's extraordinary contributions to the University
25 and preserve Plaintiff's legacy within the University community.

26 18. On April 6, 1998, USC's Senior Associate Director, Donald L. Winston, wrote a letter
27 thanking Plaintiff for his "generous donation of \$400,000 to build a new football practice field that will
28 bear [Plaintiff's] name." Mr. Winston's letter continues, "Brian, as you are well aware, we presently

1 have the smallest football practice facility in the nation and your gift will now allow us to have almost
2 two 100 yard fields. These fields are the football coaches [sic] classrooms. You have now given them a
3 new classroom in order for them to properly teach our young men who wear cardinal and gold every
4 Saturday in the Los Angeles Coliseum. You are a wonderful friend and a very special Trojan. Thank
5 you again.”

6 19. On or about April 1, 2026, Plaintiff and Defendant signed an agreement titled, “New
7 Football Practice Field Agreement” (the “Agreement”). (See, Exhibit A.) The Agreement included the
8 following terms, in part:

- 9 a. “The University of Southern California Athletic Department is pleased to name its new
10 football practice field, **and any expansion of it**, the Brian Kennedy Field, in
11 consideration of a tax-deductible gift in the amount of \$400,000 payable to the USC
12 Athletic Department.” [Emphasis added.]
- 13 b. All USC campus maps, directories, publications, and other literature will refer to this
14 new football practice field as the Brian Kennedy Field.
- 15 c. The entrance to Brian Kennedy Field will be on the west side of the field adjacent to the
16 new entrance to Dedaux Field giving the field a “Grand Entrance” with great visibility.
17 The field will have its own appropriate signage.
- 18 d. This agreement and all of its terms shall remain in full force and effect **for the life of the**
19 **field.** [emphasis added]

20 20. The April 1, 1998 Agreement, that the parties ultimately signed, was the result of
21 negotiations and edits to prior draft agreements exchanged between them. For example, in a March 23,
22 1998 draft of the Agreement, the language “and any expansion of it [the football practice field],” was
23 added to the document. Also, the March 23, 1998 proposed agreement included the following term:
24 “This agreement and all of its terms shall remain in full force and effect for a period of 50 years from
25 the date hereof.” (See, Exhibit B.) The parties struck this language and replaced it, in the final signed
26 Agreement, with language confirming the Agreement’s terms would remain in full force and effect “for
27 the life of the field.” (See, Exhibit A.) These revisions were material and intended to reflect Defendant’s
28 promise to Plaintiff that the USC football practice field – for as long as a practice field existed – would

1 always be named the “Brian Kennedy Field.”

2 21. On or about April 20, 2026, Plaintiff tendered \$400,000 to Defendant per the parties’
3 agreement.

4 22. Defendant accepted Plaintiff’s contribution, constructed the practice field and publicly
5 recognized Plaintiff through naming the field in Plaintiff’s honor. Further, in reliance on Defendant’s
6 promises regarding the Brian Kennedy Field, and further demonstrating his commitment to supporting
7 USC’s football program and the practice field’s success, Plaintiff contributed significant funds (in excess
8 of the \$400,000 contribution) to redo the lighting at the Brian Kennedy Field, the lighting at the Howard
9 Jones Field, and the Goux Gate – the iconic entrance to the USC football practice field.

10 23. At the official dedication ceremony for the Brian Kennedy Field, Coach Paul Hackett
11 acknowledged the “huge impact” of Plaintiff’s contribution and reaffirmed that the football field would
12 forever bear Plaintiff’s name. Among other public comments, Coach Hackett confirmed the Brian
13 Kennedy Field would be the place for “football players” and “football people” at USC to go from “here
14 on ... for years and years.”

15 24. And, for more than 25 years thereafter, Defendant maintained the football practice field
16 as the “Brian Kennedy Field” and continued to recognize Plaintiff’s contributions through the naming
17 and use of the facility.

18 **III. DEFENDANT’S CONTINUING REPRESENTATIONS REGARDING**
19 **PLAINTIFF’S LEGACY AND RECOGNITION**

20 25. Following the construction and opening of the “Brian Kennedy Field,” Plaintiff remained
21 actively involved with Defendant and continued to maintain a close relationship with the University and
22 its athletic programs.

23 26. Over the ensuing decades, Plaintiff gifted sizable donations to help construct the Galen
24 Center, funded and organized a 50th anniversary celebration of the 1962 NCAA Football Championship,
25 enabled the return of Reggie Bush’s Heisman trophy, and continued to generously offer his time,
26 resources, and financial support to Defendant.

27 27. At no time did Defendant advise Plaintiff that the “Brian Kennedy Field” was temporary
28 in nature, that Plaintiff’s contribution would be removed after a specified period of time, or that

1 Defendant reserved the unilateral right to eliminate Plaintiff's recognition altogether without providing
2 equivalent recognition in its place.

3 28. To the contrary, Defendant's representatives repeatedly communicated to Plaintiff that
4 his contributions to the University were permanent and that Plaintiff's legacy would remain a lasting
5 part of the University. Indeed, Defendant's representatives made Plaintiff believe that the "Brian
6 Kennedy Field" would continue to stand as a visible acknowledgement of Plaintiff's extraordinary
7 support and dedication to Defendant.

8 29. In so making these promises, Defendant's representatives further encouraged Plaintiff's
9 continued involvement and support by emphasizing the significance and permanence of Plaintiff's
10 contributions to the University.

11 30. Defendant knew that recognition of Plaintiff's significant contributions and the
12 preservation of Plaintiff's legacy at his alma mater were of substantial importance to Plaintiff. Defendant
13 further knew that Plaintiff valued the continued existence of the "Brian Kennedy Field" and the public
14 acknowledgement of his contributions to the University.

15 **IV. REMOVAL OF THE BRIAN KENNEDY FIELD**

16 31. Despite decades of representations, within the last two years, Defendant has demolished
17 the "Brian Kennedy Field" and removed the associated signage, plaques, and other public recognition
18 of Plaintiff's contributions to the University despite a football practice field remaining in its place. As a
19 result, Defendant eliminated one of the most visible and longstanding acknowledgments of Plaintiff's
20 decades of support, service, and financial contributions to Defendant and further, breached its agreement
21 with Plaintiff.

22 32. Following demolition of the "Brian Kennedy Field," Plaintiff attempted in good faith to
23 work with Defendant to identify a mutually acceptable means of preserving and honoring the recognition
24 previously afforded and promised to Plaintiff. Defendant however declined to provide any comparable
25 recognition

26 33. Instead, Defendant offered only limited and nominal forms of acknowledgement that fail
27 to meaningfully recognize Plaintiff's longstanding contributions or preserve the legacy and recognition
28 that Defendant had previously promised and maintained for decades. Defendant further indicated that

1 any future naming opportunities would require Plaintiff to make additional, substantial financial
2 contributions, notwithstanding the millions of dollars and other resources Plaintiff had already provided
3 to Defendant over the course of many years.

4 **FIRST CAUSE OF ACTION**
5 **(Promissory Estoppel)**
6 **(Against All Defendants)**

7 34. Plaintiff hereby incorporates by reference, as though set forth fully herein, all other
8 allegations included in all paragraphs of this Complaint.

9 35. Following Plaintiff's substantial contributions to Defendant and throughout Plaintiff's
10 continuing relationship with the University, Defendant, through its officers, employees, agents, and
11 representatives, made clear and unambiguous promises and representations that Plaintiff's contributions
12 would continue to be recognized by Defendant through the "Brian Kennedy Field," signage, plaques,
13 and related recognition.

14 36. Defendant, through its officers, employees, agents, and representatives, also made clear
15 and unambiguous promises that Plaintiff's legacy would remain a lasting and enduring part of the
16 University community.

17 37. Defendant reasonably expected and intended that Plaintiff would rely upon those
18 promises and representations in deciding whether to continue providing financial support, professional
19 services, resources, and other benefits to Defendant.

20 38. Plaintiff reasonably relied upon Defendant's promises and representations, and in
21 reliance thereon, continued to devote substantial time, resources, professional expertise, business
22 connections, and financial support to Defendant.

23 39. Plaintiff's reliance was reasonable and foreseeable because Defendant repeatedly
24 emphasized the significance, permanence, and continuing nature of the recognition associated with
25 Plaintiff's contributions, and Defendant never advised Plaintiff that such recognition could be eliminated
26 without comparable replacement or otherwise terminated after a specified period of time.

27 40. Defendant failed to honor its promises and representations when it demolished the "Brian
28 Kennedy Field," removed the associated recognition, and failed to provide comparable recognition for
Plaintiff's longstanding and on-going contributions.

41. As a direct and proximate result of Defendant's conduct, Plaintiff suffered substantial harm and detriment, including providing financial contributions, services, resources, connections, and other benefits in reliance upon Defendant's promises and representations, the value of which is to be proven at trial.

42. Injustice can be avoided only by enforcement of Defendant's promises and by awarding appropriate relief to Plaintiff.

SECOND CAUSE OF ACTION
(Fraud: Intentional Misrepresentation, False Promise, and Fraud in the Inducement)
(Against All Defendants)

43. Plaintiff hereby incorporates by reference, as though set forth fully herein, all other allegations included in all paragraphs of this Complaint.

44. During all times relevant to this action, Defendant, through its officers, employees, agents, and representatives, intentionally misrepresented to Plaintiff that Plaintiff's contributions would continue to be recognized by Defendant through the "Brian Kennedy Field," signage, plaques, and related recognition for the "life of the field" and that Plaintiff's legacy would remain a lasting and enduring part of the University community. Indeed, Defendant repeatedly assured Plaintiff that recognition for his contributions would be lasting "from here on" and for "the life of the field." Although Defendant still maintains a football practice field, Defendant has stripped all of Plaintiff's signage, plaques, and related recognition from the field.

45. At the time these promises and representations were made to Plaintiff to induce him to make a \$400,000 donation to build Defendant's first football practice field, Defendant knew these representations were false. Defendant intentionally, knowingly, willfully, and maliciously did not intend to honor such promises and representatives conveyed to Plaintiff.

46. Defendant made these promises and representations with the intent to induce Plaintiff to continue providing financial contributions, services, resources, connections, and other benefits to Defendant.

47. Defendant knew that Plaintiff highly valued the recognition associated with his contributions and that Plaintiff would reasonably rely upon Defendant's promises regarding Plaintiff's continued recognition of his legacy and support of the University.

1 48. Plaintiff reasonably and justifiably relied upon Defendant's promises and
2 representations, and

3 in reliance thereon, continued providing substantial financial contributions, services,
4 resources, and other support to Defendant.

5 49. Defendant failed to perform its promises and representations by demolishing the "Brian
6 Kennedy Field," removing the associated recognition, and eliminating the longstanding public
7 acknowledgment of Plaintiff's contributions.

8 50. Plaintiff was unaware of Defendant's true intentions and reasonably believed
9 Defendant's promises and representations to be true.

10 51. As a direct and proximate result of Defendant's false promises and representations,
11 Plaintiff suffered damages in an amount according to proof at trial.

12 52. Defendant's conduct was a substantial factor in causing Plaintiff's harm and was carried
13 out with conscious disregard for Plaintiff's rights and interests, thereby entitling Plaintiff to recovery
14 exemplary and punitive damages against Defendant.

15 53. Defendants' conduct, as alleged herein, was willful, malicious, oppressive, fraudulent,
16 despicable, and undertaken in conscious disregard of Plaintiff's rights. Defendants did not merely act
17 negligently, mistakenly, or inadvertently. Rather, Defendants knowingly engaged in a course of conduct
18 designed and intended to harm Plaintiff, deprive Plaintiff of rights and benefits to which Plaintiff was
19 entitled, conceal material facts from Plaintiff, and/or gain an improper advantage at Plaintiff's expense.

20 54. At all relevant times, Defendants knew that their conduct was wrongful and substantially
21 certain to cause harm to Plaintiff. Despite that knowledge, Defendants deliberately proceeded with their
22 conduct, consciously disregarding Plaintiff's rights, interests, financial well-being, reputation,
23 employment rights, contractual rights, property rights, and/or other legally protected interests.

24 55. Defendants' conduct was despicable because it was vile, base, contemptible, and would
25 be looked down upon and despised by reasonable people. Defendants acted with malice by intentionally
26 causing injury to Plaintiff and/or by engaging in despicable conduct with a willful and conscious
27 disregard of Plaintiff's rights. Defendants acted with oppression by subjecting Plaintiff to cruel and
28 unjust hardship in conscious disregard of Plaintiff's rights. Defendants acted with fraud by intentionally

1 misrepresenting, concealing, and/or suppressing material facts with the intent to deprive Plaintiff of
2 property, legal rights, and/or otherwise cause injury.

3 56. Defendants' wrongful conduct was not isolated or accidental. Rather, on information and
4 belief, Defendants engaged in a pattern and practice of wrongful conduct with Plaintiff and other donors
5 – soliciting donations by making promises intended to induce donations, only to later not fulfill those
6 promises.

7 57. By reason of the foregoing, Plaintiff is entitled to recover punitive and exemplary
8 damages against Defendants, and each of them, in an amount sufficient to punish Defendants and deter
9 Defendants and others from engaging in similar misconduct in the future, according to proof at trial.

10 **THIRD CAUSE OF ACTION**
11 **(Breach of Contract)**
12 **(Against All Defendants)**

13 58. Plaintiff hereby incorporates by reference, as though set forth fully herein, all other
14 allegations included in all paragraphs of this Complaint.

15 59. Plaintiff and Defendant entered into the April 1, 1998 Agreement. (*See*, Exhibit A.)

16 60. Plaintiff performed all, or substantially all, of the significant things the Agreement
17 required of him; specifically, the payment of \$400,000 which was completed on or about April 20, 1998.

18 61. Among other terms, the Agreement required the following:

- 19 a. That Defendant's football practice field, **and any expansion of it**, be named the Brian
20 Kennedy Field;
- 21 b. All of Defendant's campus maps, directories, publications, and other literature were to
22 refer to the football practice field as the Brian Kennedy Field;
- 23 c. The football practice field would have "its own appropriate signage" depicting the name
24 Brian Kennedy Field; and
- 25 d. Defendant would honor these terms, and maintain the Brian Kennedy Field name for its
26 football practice field, as well as all other signage and recognition, for the life of the
27 football practice field.

62. Defendant failed to uphold and deliver on its promised performance. Defendant removed Brian Kennedy Field signage, naming, and recognition from its football practice field and no longer represents or refers to its football practice field as the Brian Kennedy Field.

63. Plaintiff suffered harm as a result of Defendant's actions including reputational harm, embarrassment, humiliation, and the loss of the benefit of the deal made with Defendant and the condition upon which Plaintiff paid \$400,000.

64. Defendant's breach of the Agreement was a substantial factor in causing Plaintiff's harm.

FOURTH CAUSE OF ACTION
(Breach of Covenant of Good Faith and Fair Dealing)
(Against All Defendants)

65. Plaintiff hereby incorporates by reference, as though set forth fully herein, all other allegations included in all paragraphs of this Complaint.

66. Plaintiff and Defendant entered into a contract, namely the “New Football Practice Field Agreement.” (*See*, Exhibit A.)

67. Plaintiff did all, or substantially all, of the significant things the Agreement required him to do, including making a \$400,000 donation to Defendant.

68. All conditions required for Defendant's performance under the Agreement occurred.

69. While contractually obligated to keep its football practice field named as the Brian Kennedy Field for the life of the field, Defendant solicited and secured other donors to build a football performance center and expand the football practice field, and offered to rename the Brian Kennedy Field after one of these donors instead. Defendant offered up naming rights for the Brian Kennedy Field as part of a solicitation for new donors and ultimately did so; stripping Plaintiff's name and recognition from the football practice field. Defendant leveraged the Brian Kennedy Field as an offering to solicit millions of dollars in new donor money, despite previously promising it to Plaintiff for the life of the field. Defendant rejected Plaintiff's attempts to enforce the Agreement's terms.

70. By engaging in these actions, Defendant did not act fairly and in good faith. Plaintiff sustained harm as a result of Defendant's conduct.

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FIFTH CAUSE OF ACTION
(Negligent Misrepresentation)
(Against All Defendants)

71. Plaintiff hereby incorporates by reference, as though set forth fully herein, all other allegations included in all paragraphs of this Complaint.

72. As alleged herein, Defendant, through its officers, employees, agents, and representatives, represented to Plaintiff that recognition associated with Plaintiff's contributions—including the "Brian Kennedy Field," signage, and related recognition—would remain a lasting and enduring part of the University and would continue to honor Plaintiff's contributions and legacy.

73. These representations were not true or were made without reasonable grounds for believing them to be true.

74. Defendant intended and expected that Plaintiff would rely upon these representations in deciding whether to continue providing financial contributions, services, resources, connections, and other benefits to Defendant.

75. Plaintiff reasonably relied upon Defendant's promises and representations and, in reliance thereon, continued providing substantial financial contributions, services, resources, and other benefits to Defendant.

76. Defendant subsequently demolished the "Brian Kennedy Field," removed the associated recognition, and failed to provide comparable recognition for Plaintiff's longstanding contributions.

77. As a direct and proximate result of Defendant's negligent misrepresentation, Plaintiff suffered damages in an amount according to proof at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff BRIAN KENNEDY prays for judgment against Defendant UNIVERSITY OF SOUTHERN CALIFORNIA, and Does 1 through 10, and each of them, as follows:

1. For general compensatory damages in an amount to be proven at the time of trial;
2. For special damages in an amount to be prove at the time of trial;
3. For punitive damages in an amount sufficient to deter similar conduct in the future;
4. For attorneys' fees and costs of suit incurred herein;

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5. For such other and further relief as the Court may deem just and proper.

Dated: July 21, 2026

ANGIONI LAW, P.C.



NANNINA L. ANGIONI
ALLYSSA J. ROSE
Attorneys for Plaintiff,
BRIAN KENNEDY

DEMAND FOR JURY TRIAL

Plaintiff BRIAN KENNEDY hereby demands a trial by jury on all claims and causes of action set forth herein.

Dated: July 21, 2026

ANGIONI LAW, P.C.



NANNINA L. ANGIONI
ALLYSSA J. ROSE
Attorneys for Plaintiff,
BRIAN KENNEDY