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11 Attorneys for Plaintiff,
12 Liza Colby

11 IN THE SUPERIOR COURT OF CALIFORNIA
12 FOR THE COUNTY OF ORANGE

13 LIZA COLBY,) No. BC 2003-1234
14)
15 Plaintiff,)
16)
17 vs.) COMPLAINT
18 BEER ME, INC., and)
19 DAVID GERSH, an individual,)
20 Defendants.)
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18 AND NOW COMES the Plaintiff, LIZA COLBY, by and through her attorneys,
19 Mark Edwards and Edwards & Dane, and alleges as follows:

- 20 1. Plaintiff, Liza Colby, is an emancipated 17-year-old minor, residing in the State of
21 California, County of Orange with her mother, Jane Colby.
- 22 2. At all times material hereto, Defendant, Beer Me, Inc., was and is a California Corporation
23 that owns and operates Beer Me Restaurant and Night Club at the Block of Orange, Orange,
24 County of Orange, California, 92832.
- 25 3. Defendant, David Gersh, is an adult individual who resides at 411 Ohio Lane, Irvine,
26 County of Orange, California, 92604.
- 27 4. At all times material hereto, Defendant, David Gersh, was the Vice President and Night
28 Manager of Beer Me Restaurant and Night Club.

1 5. At all times material hereto, the Minor-Plaintiff, Liza Colby, was employed by Defendant,
2 Beer Me, Inc. from April 6, 2002 until January 4, 2003.

3 6. During the time the Minor-Plaintiff, Liza Colby, was employed by Beer Me, Inc. as a
4 waitress in the Restaurant portion of Beer Me Restaurant and Night Club, Defendant, David Gersh
5 was her immediate and only Supervisor.

6 I. SEXUAL HARASSMENT

7 AGAINST DEFENDANTS, DAVID GERSH & BEER ME, INC.

8 7. The Minor-Plaintiff incorporates herein by reference each and every allegation contained
9 in paragraphs 1 through 6 hereinabove as though set forth herein at length.

10 8. On or about May 1, 2002, Defendant, David Gersh, approached the Minor-Plaintiff
11 seeking a personal relationship, and asked her to go to dinner after work.

12 9. At that time, the Minor-Plaintiff respectfully declined the invitation, indicating that her
13 parents did not allow her to date men over 17 years of age.

14 10. After the Minor-Plaintiff turned down Defendant Gersh's advances, he made sexual
15 comments, solicitations and escalating unwelcome sexual advances; calling her a "tease" and
16 "Virgin meat," as well as requesting that she tie her Beer Me-supplied t-shirt tighter to expose
17 some skin and earn better tips, which she believed was in violation of the Beer Me, Inc. policy
18 explained to her when she was hired by Gersh.

19 11. At all times material hereto, Defendant Gersh used sexually suggestive remarks when
20 talking to her, and brushed up against her as he passed her behind the Service Bar and in the
21 darkened restaurant and night club.

22 12. All of the advances, comments and solicitations by Defendant, David Gersh, were
23 unwelcome, severe, and pervasive, continuing from May 2, 2002, the next day the Minor-Plaintiff
24 worked after refusing Defendant's invitation to dinner, until January 4, 2003, when Defendants
25 Beer Me, Inc. and David Gersh, fired her.

26 13. The Minor-Plaintiff requested that Defendant Gersh cease from persisting in the
27 unwelcome advances and comments on numerous occasions and traded schedules with other co-
28 workers to avoid being left alone with the Defendant.

1 14. Notwithstanding her efforts, the Minor-Plaintiff was subjected to the Defendant, Gersh's
2 humiliating, degrading and perverse comments about her sexuality and lack of sexual experience.

3 15. On or about December 31, 2002, Defendant Gersh approached the Minor-Plaintiff in the
4 Service Bar area of the Night Club, and, after making a degrading comment to the Minor-Plaintiff,
5 he kissed her, grabbed her breasts and fondled her buttocks.

6 16. On or about January 2, 2003, the Minor-Plaintiff's mother complained to Defendant Beer
7 Me, Inc. by calling their main offices and speaking to the Human Resources Manager, who
8 indicated that the matter would be investigated and the Minor-Plaintiff would not be required to
9 work with Defendant Gersh again.

10 17. Despite Defendant Beer Me, Inc.'s representations to the contrary, the Minor-Plaintiff was
11 scheduled to work with Defendant Gersh during her next shift on January 4, 2003.

12 18. During the January 4, 2003 shift, Defendant Gersh told the Minor-Plaintiff he had
13 scheduled them to work together during her next three shifts, slapped her buttocks, and laughed.

14 19. After Defendant Gersh assaulted and battered the Minor-Plaintiff, she threatened to quit, at
15 which point, she was fired.

16 20. From January 3, 2003 until January 4, 2003, when she was fired by Defendant Gersh, he
17 continued making unwanted sexual advances and comments to her, asking her out to dinner several
18 more times, smacking her buttocks when she passed him, and trying to kiss her.

19 21. As a direct and proximate result of Defendants Gersh's and Beer Me, Inc.'s collective
20 conduct, the Minor-Plaintiff suffered lost earnings, humiliation and physical and emotional distress.

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24 II. WRONGFUL DISCHARGE

25 AGAINST DEFENDANT, BEER ME, INC.

26 22. The Minor-Plaintiff incorporates herein by reference each and every allegation contained
27 in paragraphs 1 through 21 hereinabove as though set forth herein at length.

28 23. As a result of Defendant Gersh's conduct, the Minor-Plaintiff attempted to rearrange her
work schedule but was unable to do so due to her college schedule.

1 24. On January 4, 2003, Defendant Gersh, as a representative, officer and/or agent of
2 Defendant, Beer Me, Inc., fired the Minor-Plaintiff, claiming she was disrespectful towards a
3 customer.

4 25. At all times material hereto, the Minor-Plaintiff was polite and courteous to any and all
5 customers she waited on and/or came in contact with while working for Defendant Beer Me, Inc.

6 26. Defendant Beer Me, Inc.'s termination of the Minor-Plaintiff was wrongful, willful and
7 without cause.

8 27. As a direct and proximate result of the wrongful termination by Defendant Beer Me, Inc.,
9 the Minor-Plaintiff suffered lost earnings, lost future earnings and other consequential damages.

10 III. ASSAULT & BATTERY

11 AGAINST DEFENDANTS, DAVID GERSH & BEER ME, INC.

12 28. The Minor-Plaintiff incorporates herein by reference each and every allegation contained
13 in paragraphs 1 through 27 hereinabove as though set forth herein at length.

14 29. From about May 2, 2002 until January 4, 2003, the Defendant Gersh's conduct placed the
15 Minor-Plaintiff in fear of harmful or offensive contact.

16 30. On or about December 31, 2002, the Defendant Gersh harmfully and offensively touched
17 the Minor-Plaintiff's breasts, lips and buttocks without her consent.

18 31. From December 31, 2002 until January 4, 2003, the Minor-Plaintiff reasonably
19 apprehended that the Defendant Gersh would touch her in a harmful and offensive manner; namely
20 by attempting to kiss her, grab her breasts or fondle her buttocks, all of which occurred on January
21 3 and 4, 2003 when she returned to work after the initial offensive contact.

22 32. At all times material hereto, Defendant Beer Me, Inc. ratified the actions of Defendant
23 Gersh in continuing to expose the Minor-Plaintiff to him after having notice of his harmful and
24 offensive behavior.

25 33. As a direct and proximate cause of Defendants Gersh's and Beer Me, Inc.'s conduct, the
26 Minor-Plaintiff has suffered physical and emotional distress.

27 WHEREFORE, Plaintiff demands judgment against the Defendants as follows:

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1. For damages in an amount according to proof at trial;
 2. For exemplary damages;

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- 3. For attorney's fees and costs of suit; and
- 4. For such other and further relief as the court may deem proper.

Respectfully submitted,

Dated: February 2, 2003

EDWARDS & DANE

By: _____
Mark Edwards, Esquire

Attorneys for Plaintiff,
Liza Colby