

APR 21 2009

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 WILLIAM PRESLER, an individual,
11 Plaintiff,

12 v.

13 CHINA GRILL MANAGEMENT, an
14 unknown entity; SOCIAL HOLLYWOOD, an
15 unknown entity; BELVEDERE VODKA, an
16 unknown entity; LA ICE ART, an unknown
17 entity; FOXXHOLE PRODUCTIONS, INC.,
18 a California corporation; JAMIE FOXX, an
19 individual; and DOES 1 through 50, inclusive,
20 Defendants.

Case No. BC 412207

COMPLAINT FOR DAMAGES RE:
GROSS NEGLIGENCE
NEGLIGENCE
PREMISES LIABILITY
INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS
NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS
FALSE PROMISE

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22 Plaintiff William Presler hereby complains and alleges against defendants China Grill
23 Management, Social Hollywood, Belvedere Vodka, LA Ice Art, Jamie Foxx, Foxxhole
24 Productions, Inc., and DOES 1-50 as follows:

25 GENERAL ALLEGATIONS

26 1. Plaintiff William Presler ("Presler") is, and at all relevant times was, an
27 individual residing or working in the County of Los Angeles, State of California.
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1 2. Defendant China Grill Management ("China Grill") is, and at all relevant times
2 was, an entity conducting business in Los Angeles County, State of California.

3 3. Defendant Social Hollywood ("Social Hollywood") is, and at all relevant times
4 was, an entity conducting business in Los Angeles County, State of California.

5 4. Defendant Belvedere Vodka ("Belvedere") is, and at all relevant times was, an
6 entity conducting business in Los Angeles County, State of California.

7 5. Defendant LA Ice Art ("Ice Art") is, and at all relevant times was, an entity
8 conducting business in Los Angeles County, State of California.

9 6. Defendant Jamie Foxx ("Foxx") is, and at all relevant times was, an individual
10 conducting business in the County of Los Angeles, State of California.

11 7. Defendant Foxxhole Productions, Inc. ("Foxxhole") is, and at all relevant times
12 was, a corporation organized and existing under the laws of California.

13 8. Plaintiff is ignorant of the true names and capacities, whether individual,
14 corporate, associate or otherwise, of defendants DOES 1 through 50, inclusive. Such
15 fictitious defendants are sued pursuant to the provisions of California *Code of Civil*
16 *Procedure* §474. Plaintiff is informed and believes and upon that ground alleges that each
17 fictitious defendant was in some way responsible for, participated in, or contributed to the
18 matters and things of which Plaintiff complains herein, and in some fashion, has legal
19 responsibility therefore. When the exact nature and identity of such fictitious defendants'
20 responsibility for, participation in and contribution to the matters and things herein alleged is
21 ascertained by plaintiff, Plaintiff will seek to amend this Complaint and all proceedings
22 herein to set forth the nature of these defendants' identity.

23 9. Plaintiff is informed and believes and upon that basis alleges that DOES 1
24 through 25 are principals and officers of one or more of these defendants who directed,
25 ratified, or caused the breaches and/or conduct alleged in this Complaint. Plaintiff is further
26 informed, and on that basis alleges, that DOES 1 through 25 are the alter egos of these
27 defendants, and as such are liable for the conduct and damages alleged herein.

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1 10. Plaintiff is informed and believes and upon that basis alleges that DOES 26
2 through 50 acted in concert or conspired with, or are otherwise responsible for the conduct
3 alleged herein.

4 11. Plaintiff is informed and believes, and upon that basis alleges that some of
5 the defendants are, and at all times relevant herein were, the agent and employee of certain
6 other of its co-defendants, and in committing the acts herein alleged, was acting in the scope
7 of its authority as such agent and employee, and with the permission and consent of its
8 co-defendants.

9 FACTUAL ALLEGATIONS

10 12. On April 21, 2007, Belvedere, Foxxhole, Foxx and DOES 1 through 50,
11 inclusive, sponsored and/or hosted an event at Social Hollywood for Foxx after the Los
12 Angeles performance of his "Unpredictable Tour" (the "Event"). Plaintiff was employed by
13 China Grill as a bartender and worked at the Social Hollywood facility.

14 13. Plaintiff is informed and believes, and thereon alleges that Belvedere, Ice Art,
15 Foxxhole, Foxx and DOES 1 through 50, inclusive, were involved in planning and organizing
16 the Event as a joint venture and/or joint enterprise intended to profit or otherwise benefit one
17 another.

18 14. Upon arriving at Social Hollywood several hours before the Event, Plaintiff
19 observed Ice Art constructing a decorative ice bar for Belvedere (the "Ice Bar"). The Ice Bar
20 was built upon a "hydro-table", which is a square platform with an all-ice surface. Plaintiff
21 noted that the top of the Ice Bar did not have a lip to stop glasses from sliding off the edge and
22 onto the floor. Further, no floor mats were placed in front of, around or behind the Ice Bar to
23 prevent patrons or employees from slipping on the moisture on the hydro-table or the floor
24 resulting from the melting ice.

25 15. Plaintiff is informed and believes, and thereon alleges that China Grill, Social
26 Hollywood, Belvedere, Ice Art, Foxxhole and/or Foxx did not obtain the necessary approval,
27 permits or insurance for the use of the Ice Bar as an actual service bar at the Event.

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1 16. Several hours before guests began arriving at the Event, China Grill and/or
2 Social Hollywood informed the bartenders that they would not bartend on the Ice Bar.

3 17. Plaintiff is informed and believes, and thereon alleges that Belvedere and/or
4 Foxxhole subsequently told China Grill and/or Social Hollywood that the Ice Bar had been
5 inspected for safety and that it was insured. Plaintiff is further informed and believes, and
6 thereon alleges that Belvedere and/or Foxxhole insisted that China Grill and/or Social
7 Hollywood's bartenders bartend on the Ice Bar. China Grill and/or Social Hollywood
8 acquiesced to this demand. Thus, China Grill and/or Social Hollywood informed its
9 bartenders that they would be bartending on the Ice Bar roughly an hour before guests began
10 arriving at the Event.

11 18. Plaintiff did not consume any amount of alcohol over the course of the evening
12 of the Event.

13 19. Plaintiff was initially placed at a generic bar in the main ballroom. Shortly
14 after guests began arriving at the Event, Sam Zoidi, a manager at Social Hollywood, instructed
15 Plaintiff to assist bartender Sookun Song ("Song"), who was already bartending on the Ice Bar.

16 20. Upon arriving at the Ice Bar, Song told Plaintiff be careful because it was
17 slippery, as they were required to stand on the ice surface of the hydro-table, each on one small
18 mat. The area around and under their mats was all ice. The ballroom floor was approximately
19 six (6) to twelve (12) inches below the ice surface of the hydro-table upon which they stood at
20 the Ice Bar.

21 21. As the evening progressed, Plaintiff observed the guests at Social Hollywood
22 become increasing intoxicated, due at least in part to the unlimited free supply of liquor
23 provided by Belvedere at the Ice Bar. Around 12:45 a.m., two guests standing approximately
24 ten (10) feet from the right front corner of the Ice Bar dropped their drinks, and their glasses
25 broke on the floor.

26 22. Plaintiff subsequently observed guests walking over this broken glass, so he
27 got down off of the Ice Bar to guide guests around the broken glass. Social Hollywood
28 manager Jason Lara ("Lara") found Plaintiff so standing over the glass, and asked him what

1 had transpired. After Plaintiff told Lara the story, Lara instructed the security team to remove
2 those individuals from the premises.

3 23. Plaintiff was instructed to return to the Ice Bar to bartend, and Lara said he
4 would have the broken glass removed. Plaintiff thus returned to the Ice Bar.

5 24. Shortly thereafter, Plaintiff observed that the broken glass had not been
6 removed, and that guests were again unknowingly walking around and over it. Plaintiff
7 therefore again got down off of the Ice Bar, and stood over the broken glass while guiding
8 guests around it. Lara returned, and asked Plaintiff why he was not at the Ice Bar as
9 instructed. Plaintiff responded that the glass remained a hazard, and that he was trying to
10 protect the guests from harm. Lara then told Plaintiff that he would get the glass cleaned up,
11 and that Plaintiff should return to the Ice Bar to continue to bartend. Accordingly, Plaintiff
12 returned to the Ice Bar to bartend.

13 25. Upon returning to the Ice Bar, Plaintiff observed Lara kicking the glass from
14 its initial location up against the side of the Ice Bar. Lara said he would instruct someone to
15 further clean up and remove the glass, however no one ever arrived to do so. Instead, the
16 broken glass remained on the floor by the side of the Ice Bar.

17 26. Within the next hour, the Event ended. The music was turned off, and people
18 were asked to exit Social Hollywood.

19 27. At this point, Plaintiff attempted to step down off the Ice Bar and onto the
20 ground. However, his foot slipped on the ice, which resulted in his feet flying out from under
21 him in such a manner that his body was in a prone position several feet in the air, parallel to
22 the floor.

23 28. As he fell to the ground, Plaintiff's left hip hit the corner of the pedestal to the
24 Ice Bar. At nearly the same time, he extended left arm out in an attempt to contact the floor
25 and brake his fall. As such, Plaintiff's left hand contacted the ground with all of the weight
26 and momentum of his body behind it. Unfortunately, Plaintiff's hand landed on the broken
27 glass that Lara had earlier kicked to the side of the Ice Bar. Plaintiff then observed a broken
28 glass slice halfway through the side of his left hand.

1 29. Plaintiff rolled over, immediately grabbed his left hand with his right hand to
2 try to slow the bleeding, and then approached and informed Lara that he needed immediate
3 medical attention.

4 30. Lara instructed Plaintiff to enter the kitchen with him, at which point Social
5 Hollywood manager Mario Rivera ("Rivera") joined them. Lara and Rivera instructed
6 Plaintiff to show them his injured hand, which Plaintiff did over the kitchen sink. Lara and
7 Rivera responded by screaming. An ambulance arrived for Presler shortly thereafter.

8 31. Plaintiff was taken to the Cedars Sinai Hospital Emergency Room, where he
9 waited several hours to be seen by a doctor. Plaintiff received temporary stitches on his hand
10 sometime the next morning. Plaintiff was then informed that he would have to return to the
11 hospital for further surgery on his hand.

12 32. Several days later, Plaintiff had the further surgery on his hand, which took
13 nearly four (4) hours to complete. The surgery required over one hundred and seventy (170)
14 stitches to repair Plaintiff's hand. Thereafter, Plaintiff was informed by his doctors that he had
15 damaged and/or severed three (3) different nerves in his left hand.

16 33. Plaintiff experienced extreme pain and discomfort for weeks relating to the
17 injury to his left hand and the subsequent surgeries thereon. To date, Plaintiff has recovered
18 very little feeling in his ring or pinky fingers on his left hand, and has ongoing and recurring
19 pain in his hand around the scar tissue. Further, Plaintiff has experienced sharp shooting pains
20 up his left arm and shoulder as a result of the subject injury. Plaintiff lives with daily pain as a
21 result of this injury, and is limited in the activities in which he can participate as a function
22 thereof. The injury to his left hand thus caused Plaintiff severe and extreme emotional distress
23 and physical pain and suffering, and continues to do so.

24 34. Plaintiff obtained a Neuroscience undergraduate degree from University of
25 California Riverside. At the time of the incident, Plaintiff was involved in a medical
26 externship, and was planning and on-track to go to medical school to become a brain surgeon.
27 Due to the damage to his left hand from the injury, including but not limited to the loss of
28 feeling therein, Plaintiff was forced to abandon this career.

FIRST CAUSE OF ACTION

(Against China Grill and Social Hollywood for Gross Negligence)

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3 35. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through
4 34.

5 36. As Plaintiff's employer, China Grill and/or Social Hollywood had a duty to
6 provide Plaintiff with a safe working environment.

7 37. China Grill and/or Social Hollywood breached this duty by seriously, willfully
8 and intentionally forcing Plaintiff to work in an unsafe environment at the Ice Bar at the Event,
9 in the manner described above.

10 38. As a proximate result of the above-mentioned conduct, Plaintiff has been
11 harmed in an amount according to proof at the time of trial.

12 39. The aforementioned actions of these defendants was wanton, willful and
13 malicious, and as a result, Plaintiff is entitled to recover exemplary and punitive damages
14 sufficient to punish and deter similar conduct in the future.

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16 **SECOND CAUSE OF ACTION**

17 **(Against Belvedere and DOES 1 though 50, inclusive, for Gross Negligence)**

18 40. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through
19 39.

20 41. Belvedere and DOES 1 though 50, inclusive, owed Plaintiff a duty to act with
21 due care in the sponsoring and directing of the Event.

22 42. Belvedere and DOES 1 though 50, inclusive, breached this duty as follows:

23 a. Belvedere and DOES 1 though 50, inclusive, intentionally, knowingly
24 and with willful and conscious disregard for Plaintiff's safety, insisted
25 upon the use of the Ice Bar in an improper and unsafe manner.

26 b. Belvedere and DOES 1 though 50, inclusive, intentionally, knowingly
27 and with willful and conscious disregard for the consequences,
28 misrepresented matters relating to the use, safety and insurance of the Ice

1 Bar, when in fact Belvedere was aware, or reasonably should have been
2 aware, that such representations were not true.

3 43. As a result of these defendants' conduct, Plaintiff was harmed in the manner
4 described hereinabove. These defendants' gross negligence was a substantial factor in such
5 harm to Plaintiff.

6 44. As a proximate result of the above-mentioned conduct, Plaintiff has been
7 harmed in an amount according to proof at the time of trial.

8 45. The aforementioned actions of these defendants was wanton, willful and
9 malicious, and as a result, Plaintiff is entitled to recover exemplary and punitive damages
10 sufficient to punish and deter similar conduct in the future.

11 **THIRD CAUSE OF ACTION**

12 **(Against Belvedere, Foxxhole, Foxx and DOES 1 through 50, inclusive, for**
13 **Negligence)**

14 46. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through
15 45.

16 47. Belvedere, Foxxhole, Foxx and DOES 1 through 50, inclusive, sponsored,
17 directed and/or promoted the April 21, 2007 Event at Social Hollywood.

18 48. These defendants owed a duty of care to Plaintiff to supervise and conduct the
19 Event in a reasonable and safe manner so as to avoid creating a risk of harm and/or injury at
20 the Event.

21 49. These defendants breached this duty as follows:

- 22 a. These defendants failed to obtain necessary authorization and/or permits,
23 to use the Ice Bar as a service bar.
- 24 b. These defendants failed to obtain necessary authorization and/or permits,
25 to serve alcohol at the Ice Bar.
- 26 c. These defendants failed to ensure that the Ice Bar would be constructed in
27 a manner that would be safe for the individuals in its vicinity.
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1 d. These defendants failed to provide sufficient instruction or warning to
2 Plaintiff regarding the dangers of working at the Ice Bar.

3 50. Plaintiff was harmed at the Event in the manner set forth hereinabove, and
4 these defendants' conduct was a substantial factor in causing such harm to Plaintiff.

5 51. As a proximate result of the above-mentioned conduct, Plaintiff has been
6 harmed in an amount according to proof at the time of trial.

7 **FOURTH CAUSE OF ACTION**

8 **(Against Ice Art and DOES 1 through 50, inclusive, for Negligence)**

9 52. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through
10 51.

11 53. Ice Art and DOES 1 through 50, inclusive, built and constructed the Ice Bar for
12 use at the Event.

13 54. Ice Art and DOES 1 through 50, inclusive, owed Plaintiff a duty of care to
14 ensure that the Ice Bar would not create a hazardous condition, regardless of how it was used.

- 15 55. Ice Art and DOES 1 through 50, inclusive, breached this duty as follows:
- 16 a. Failing to ensure the existence of a safe and efficient drainage system to
17 address the ice melting from the Ice Bar.
 - 18 b. Failing to design the Ice Bar surface in a manner that would eliminate the
19 danger of glasses slipping off the bar top.
 - 20 c. Failing to provide mats or other such items to create a non-slippery
21 surface on and around the Ice Bar for working, standing and placing
22 glasses.

23 56. Plaintiff was harmed by these defendants' conduct, and such conduct was a
24 substantial factor in causing Plaintiff's harm.

25 57. As a proximate result of the above-mentioned conduct, Plaintiff has been
26 harmed in an amount according to proof at the time of trial.

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1 FIFTH CAUSE OF ACTION

2 (Against Belvedere, Foxxhole, Foxx and DOES 1 through 50, inclusive,
3 for Premises Liability)

4 58. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through
5 57.

6 59. In sponsoring, directing and/or promoting the Event, Belvedere, Foxxhole,
7 Foxx and DOES 1 through 50, inclusive, exerted control over the premises.

8 60. The owner of the premises is currently unknown, and thus identified as a DOE
9 defendant herein. Once identified, Plaintiff will name the owner as a defendant in an amended
10 version of this Complaint.

11 61. In exerting control of the subject premises, these defendants owed Plaintiff a
12 duty of care to avoid creating a dangerous condition thereat, and to make the premises
13 adequately safe for the Event.

14 62. These defendants breached their duty to Plaintiff by creating a dangerous
15 condition on the premises with the Ice Bar, and instigating the improper use thereof.

16 63. Plaintiff was harmed by these defendants' conduct, which conduct was a
17 substantial factor in causing Plaintiff's injuries.

18 64. As a proximate result of the above-mentioned conduct, Plaintiff has been
19 harmed in an amount according to proof at the time of trial.

20 SIXTH CAUSE OF ACTION

21 (Against DOES 1 through 50, inclusive for Premises Liability)

22 65. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through
23 64.

24 66. DOES 1 through 50, inclusive, own, lease, or otherwise control the Premises,
25 and thus owe a duty to those who enter same to maintain it in a reasonable and safe manner.

26 67. DOES 1 through 50, inclusive, were negligent in their failure to maintain the
27 premises in a safe and reasonable manner, and for allowing an unsafe conditions at the
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1 premises the night of the Event, including, but not limited to, conditions relating to the Ice Bar
2 and the broken glass on the floor.

3 68. DOES 1 through 50, inclusive, were further negligent in failing to warn
4 Plaintiff about and protect Plaintiff from certain unsafe conditions at the premises the night of
5 the Event.

6 69. Plaintiff was harmed as a result of these defendants' conduct, which was a
7 substantial factor in causing Plaintiff's harm.

8 70. As a proximate result of the above-mentioned conduct, Plaintiff has been
9 harmed in an amount according to proof at the time of trial.

10 SEVENTH CAUSE OF ACTION

11 (Against China Grill, Social Hollywood and DOES 1 through 50, inclusive, for
12 Intentional Infliction of Emotional Distress)

13 71. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through
14 70.

15 72. China Grill, Social Hollywood, and DOES 1 through 50, inclusive, engaged in
16 outrageous conduct by forcing Plaintiff to bartend on the Ice Bar at the Event when the Ice Bar
17 was ill equipped for such use, and plainly a dangerous condition. Further, these defendants
18 engaged in outrageous conduct by forcing Plaintiff to work on a wet, slippery surface in close
19 proximity to broken glass. Further, these defendants engaged in outrageous conduct by
20 intentionally kicking broken glass closer to the already dangerous working condition to which
21 Plaintiff was being subjected, thus increasing likelihood of serious injury.

22 73. These defendants knew that Plaintiff was concerned about the risks posed by
23 the wet, slippery working conditions, and also the broken glass on the floor, however they
24 failed and refused to take any measures to resolve such issues, and instead made the situation
25 more dangerous by kicking broken glass next to the melting Ice Bar.

26 74. In the days following Plaintiff's injury at the Event, these defendants contacted
27 Plaintiff on multiple occasions asking him to conceal certain facts about his injury at the Event
28 in order to protect their insurance premiums. In particular, these defendants requested that

1 Plaintiff participate in a fraudulent scam and conceal the fact that Lara had kicked the broken
2 glass towards the Ice Bar, and also that he failed to have the glass debris removed. These
3 defendants also requested that Plaintiff misrepresent the extent of his injuries if he sought
4 worker's compensation.

5 75. These defendants stood in a special relationship with Plaintiff in that they held
6 power over Plaintiff's livelihood and interests. Given the nature of this relationship, these
7 requests created extreme emotional distress and/or anxiety for Plaintiff, as he felt obligated to
8 comply, first with the request to work in plainly dangerous conditions, and then to lie and
9 commit fraud to protect his job.

10 76. These defendants knew, or should have known, that subjecting Plaintiff to such
11 dangerous working conditions would create extreme emotional distress and/or anxiety for
12 Plaintiff.

13 77. These defendants knew, or should have known, that Plaintiff would be
14 particularly vulnerable to such emotional distress given his reaction to the dangerous working
15 conditions at the Event, and especially the broken glass on the floor, which he attempted to
16 have cleaned up.

17 78. Similarly, these defendants knew, or should have known, that Plaintiff would
18 be particularly vulnerable to such emotional distress after the accident at the Event, and should
19 not have acted in a manner that would exacerbate his suffering and/or slow his recovery.

20 79. These defendants' conduct, including, but not limited to, their forcing Plaintiff
21 to work in obviously dangerous conditions, as well as their attempts to manipulate Plaintiff
22 into lying about the Event to protect their insurance premiums was extreme and outrageous by
23 any standard. Indeed, these defendants either intended to cause Plaintiff emotional distress, or
24 acted with reckless disregard for the probability that such conduct would cause Plaintiff
25 emotional distress. Either way, these defendants' conduct was a substantial factor in causing
26 Plaintiff's severe emotional distress.

1 80. As a proximate result of the above-mentioned conduct, Plaintiff suffered
2 severe and extreme emotional distress, and has thus been harmed in an amount according to
3 proof at the time of trial.

4 81. The aforementioned actions of these defendants was wanton, willful and
5 malicious, and as a result, Plaintiff is entitled to recover exemplary and punitive damages
6 sufficient to punish and deter similar conduct in the future.

7 **EIGHTH CAUSE OF ACTION**

8 **(Against China Grill and DOES 1 through 50, inclusive, for**
9 **Negligent Infliction of Emotional Distress)**

10 82. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through
11 81.

12 83. As Plaintiff's employer, China Grill maintained a special relationship with
13 Plaintiff, and thus owed Plaintiff a duty to refrain from engaging in conduct which might
14 inflict emotion distress upon Plaintiff.

15 84. China Grill breached this duty to Plaintiff by negligently engaging in the
16 conduct described hereinabove.

17 85. China Grill's conduct exacerbated Plaintiff's already fragile emotional state, as
18 a result of the injury to his hand, and caused him to suffer serious emotional distress.

19 86. China Grill's negligence was a substantial factor in causing Plaintiff serious
20 emotional distress. As a proximate result of the above-mentioned conduct, Plaintiff suffered
21 severe and extreme emotional distress, and has thus been harmed in an amount according to
22 proof at the time of trial.

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NINTH CAUSE OF ACTION

**(Against China Grill, Social Hollywood and DOES 1 through 50 for
False Promise)**

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4 87. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1 through
5 86.

6 88. Upon noticing the danger posed by the broken glass on the floor at the Event,
7 Plaintiff left his work station to address the situation.

8 89. China Grill and Social Hollywood promised Plaintiff that the broken glass
9 would be cleaned up and that he should not concern himself with it.

10 90. Plaintiff accepted these defendants' representations, and returned to work at the
11 Ice Bar.

12 91. These defendants had no intention of making good on the promise to clean up
13 the broken glass. Instead of doing so, these defendants exacerbated the problem by kicking the
14 glass closer to the Ice Bar, thus creating a further hazard and danger.

15 92. These defendants intended for Plaintiff rely on the promise that the broken
16 glass would be cleaned up, and Plaintiff reasonably so relied.

17 93. These defendants failed to follow through on the promise; and instead
18 increased the risk of harm to Plaintiff by kicking broken glass into Plaintiff's immediate
19 vicinity.

20 94. Plaintiff was harmed when he fell onto the glass, cutting his hand as described
21 hereinabove.

22 95. Plaintiff's reliance on these defendants' promise was a substantial factor in
23 causing his harm. Had Plaintiff known that these defendants would not fulfill the subject
24 promise, Plaintiff would have addressed the situation himself, as he was doing when the
25 subject false promise was made. Had these defendants cleaned the glass as promised, or
26 allowed Plaintiff to clean the broken glass as he intended, Plaintiff would not have suffered the
27 harm at issue herein.

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1 96. As a proximate result of the above-mentioned conduct, Plaintiff has been
2 harmed in an amount according to proof at the time of trial.

3 **PRAYER**

4 WHEREFORE, plaintiff William Presler prays for relief against defendants China
5 Grill Management, Social Hollywood, Belvedere Vodka, LA Ice Art, Jamie Foxx, Foxxhole
6 Productions, Inc., and DOES 1-50, as follows:

7 **FIRST AND SECOND CAUSES OF ACTION**

- 8 1. Damages according to proof at the time of trial; and
9 2. Exemplary and punitive damages as alleged above.

10 **THIRD, FOURTH, FIFTH AND SIXTH CAUSES OF ACTION**

- 11 1. Damages according to proof at the time of trial.

12 **SEVENTH CAUSE OF ACTION**

- 13 1. Damages according to proof at the time of trial; and
14 2. Exemplary and punitive damages as alleged above.

15 **EIGHTH AND NINTH CAUSES OF ACTION**

- 16 1. Damages according to proof at the time of trial.

17 **ON ALL CAUSES OF ACTION**

- 18 1. Attorneys' fees incurred in this action, to the extent allowed by California
19 law;
20 2. Costs of suit herein; and
21 3. Such other and further relief as the Court deems just and proper.

22 Dated: April 21, 2009

THE JEWETT LAW GROUP, INC.

23
24 By: 

BRADLEY E. JEWETT
Attorneys for Plaintiff
William Presler