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CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 12 2005

John A. Clarke, Executive Officer/Clerk
By _____, Deputy
J. SUNGA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 ELIZABETH EMERMAN,) Case No. BC 336405
12 Plaintiff,) COMPLAINT FOR DAMAGES:
13 v.) (1) SEXUAL/GENDER HARASSMENT
14 AMALFI ENTERTAINMENT GROUP,) AND DISCRIMINATION
15 LLC, a limited liability company,) [Cal. Gov't Code § 12940];
16 FRANCESCO GRILLO, an individual, M.D.) (2) RETALIATION FOR OPPOSING
17 SWEENEY, an individual, ADAM) UNLAWFUL EMPLOYMENT
18 COROLLA, an individual, and DOES 1) PRACTICES PURSUANT TO FEHA
through 50, inclusive,) [Cal. Gov't Code § 12940(f)];
19 Defendants.) (3) WRONGFUL TERMINATION AND
20) OTHER ADVERSE EMPLOYMENT
21) ACTIONS IN VIOLATION OF
22) PUBLIC POLICY;
23) (4) INTENTIONAL INFILCTION OF
24) EMOTIONAL DISTRESS;
25) (5) NEGLIGENT INFILCTION OF
26) EMOTIONAL DISTRESS

DEMAND FOR TRIAL BY JURY

26 Plaintiff ELIZABETH EMERMAN (hereinafter "MS. EMERMAN" or
27 "PLAINTIFF"), as an individual, complains and alleges as follows:
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JURISDICTION AND VENUE

1. The Court has personal jurisdiction over the defendants because they are residents of and/or doing business in the State of California.

5 2. Venue is proper in this county in accordance with Section 395(a) of the
6 California Code of Civil Procedure because the defendants, or some of them, reside in this county,
7 and the injuries alleged herein, or some of them, occurred in this county. Venue is further
8 appropriate in this county in accordance with Section 395(a) and Section 395.5 of the California
9 Code of Civil Procedure because defendants and PLAINTIFF contracted to perform their obligations
10 in this county, the contract was entered into in this county, because the liability, obligation and
11 breach occurred within this county, and because the principal place of business of defendants, or
12 some of them, are situated in this county. Venue is further appropriate in this county in accordance
13 with Section 12965(b) of the California Government Code because the unlawful practices alleged by
14 PLAINTIFF in violation of the California Fair Employment and Housing Act [Cal. Gov't Code §§
15 12940, *et seq.*] were committed in this county.

PARTIES

18 3. MS. EMERMAN is an individual who resides and, at relevant times during
19 the events alleged herein, resided in Los Angeles County.

21 4. MS. EMERMAN is informed and believes, and thereon alleges, that defendant
22 AMALFI ENTERTAINMENT GROUP, LLC (hereinafter "AMALFI GROUP" and/or
23 "COMPANY") and DOES 1 through 50, and each of them, are, and at all times herein mentioned
24 were, corporations, limited liability companies, unincorporated associations, partnerships or other
25 business entities qualified to do business and/or doing business in the State of California. MS.
26 EMERMAN is further informed and believes, and thereon alleges, that said defendants are and were,
27 at all relevant times mentioned herein, "employer[s]" within the meaning of Sections 12926(d) and
28 12940(j)(4)(A) of the California Government Code.

1 5. MS. EMERMAN is informed and believes, and thereon alleges, that defendant
2 FRANCESCO GRILLO (hereinafter “GRILLO”) is an individual who, at all relevant times herein
3 mentioned, was employed as the General Manager of Amalfi Ristorante and, as such, held direct
4 supervisory authority over MS. EMERMAN. MS. EMERMAN is further informed and believes,
5 and thereon alleges, that, at all relevant times herein mentioned defendant GRILLO was a partner in
6 ownership of the Amalfi Ristorante and/or managing member of the COMPANY. MS. EMERMAN
7 is further informed and believes, and thereon alleges, that defendant GRILLO was a director, officer,
8 member and/or managing agent of defendants, and each of them.

9
10 6. MS. EMERMAN is informed and believes, and thereon alleges, that defendant
11 M.D. SWEENEY (hereinafter “SWEENEY”) is an individual who, at all relevant times herein
12 mentioned, was a partner in ownership of the Amalfi Ristorante and/or managing member of the
13 COMPANY. As such, defendant SWEENEY was a director, officer, member and/or managing
14 agent of defendants, and each of them, and held supervisory authority over MS. EMERMAN.

15
16 7. MS. EMERMAN is informed and believes, and thereon alleges, that defendant
17 ADAM COROLLA (hereinafter “COROLLA”) is an individual who, at all relevant times herein
18 mentioned, was a partner in ownership of the Amalfi Ristorante and/or managing member of the
19 COMPANY. As such, defendant COROLLA was a director, officer, member and/or managing agent
20 of defendants, and each of them, and held supervisory authority over MS. EMERMAN.

21
22 8. Defendants SWEENEY, GRILLO and COROLLA are, and at all relevant
23 times were, the majority members and owners of the AMALFI GROUP. MS. EMERMAN is
24 informed and believes, and thereon alleges, that there exists, and at all times herein mentioned,
25 existed a unity of interest and ownership between defendant AMALFI GROUP, on the one hand, and
26 defendants SWEENEY, GRILLO and COROLLA, on the other. MS. EMERMAN is further
27 informed and believes, and thereon alleges, that defendants SWEENEY, GRILLO and COROLLA
28 completely control and dominate, and at all times mentioned herein, controlled and dominated the

1 affairs of the AMALFI GROUP such that any individuality and separateness between them have
2 ceased and that defendants SWEENEY, GRILLO and COROLLA are the alter egos of the AMALFI
3 GROUP. Among other things, they have utilized corporate assets for personal purposes, have
4 commingled personal and corporate funds and assets, have undercapitalized the corporation, have
5 personally guaranteed corporate obligations, and have failed to observe corporate formalities, and
6 have taken unlawful distributions pursuant to Section 500 of the California Corporations Code.
7 Adherence to the fiction of the separate existence of the AMALFI GROUP as an entity distinct from
8 defendants SWEENEY, GRILLO and COROLLA would permit an abuse of the corporate privilege
9 and would sanction a fraud or promote injustice.
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12 9. The true names and capacities, whether corporate, associate, individual or
13 otherwise of defendants DOES 1 through 50, inclusive, are unknown to MS. EMERMAN, who
14 therefore sues said defendants by such fictitious names. Each of the defendants designated herein as
15 a DOE is negligently or otherwise legally responsible in some manner for the events and happenings
16 herein referred to and caused injuries and damages proximately thereby to MS. EMERMAN, as
17 herein alleged. MS. EMERMAN will seek leave of Court to amend this Complaint to show their
18 names and capacities when the same have been ascertained.
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21 10. At all times herein mentioned, defendants, and each of them, were the
22 agents, representatives, employees, successors and/or assigns, each of the other, and at all times
23 pertinent hereto were acting within the course and scope of their authority as such agents,
24 representatives, employees, successors and/or assigns and acting on behalf of, under the authority of,
25 and subject to the control of each other.
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FACTS COMMON TO ALL CAUSES OF ACTION

11. Defendants, and each of them, own and operate, and do business as, Amalfi
Ristorante, a restaurant specializing in Italian cuisine, which is located at 143 North La Brea Ave.,
Los Angeles, California 90036 (hereinafter "AMALFI RISTORANTE" or the "RESTAURANT").
MS. EMERMAN was hired by Defendants as a waitress for AMALFI RISTORANTE on or about
April 19, 2004. In her position, MS. EMERMAN's direct supervisor was defendant GRILLO, the
RESTAURANT's General Manager.

12. Beginning the first week of MS. EMERMAN's employment at AMALFI
RISTORANTE, and throughout the entire time that MS. EMERMAN reported to defendant
GRILLO, defendant GRILLO subjected MS. EMERMAN to a continuous, pervasive and ongoing
hostile, offensive, and unwelcome pattern and practice of sexually harassing and discriminatory
conduct, including, but not limited to, those allegations herein. Defendant GRILLO engaged in such
conduct while acting in the course and scope of his employment with the RESTAURANT and/or in
carrying out its policies and practices.

13. Defendant GRILLO physically and verbally harassed MS. EMERMAN, and
created a hostile and offensive work environment that permeated her daily work routine, causing
fear, embarrassment and humiliation while she tried to carry out her duties for AMALFI
RISTORANTE. Such conduct by defendant GRILLO included, but is not limited to, the following:

(A) Aggressively touching, grabbing and fondling MS. EMERMAN in a
sexually offensive manner on a regular basis, including, but not limited

1 to her breasts, her buttocks, and other parts of her body against her
2 will;

- 3
- 4 (B) Regularly calling MS. EMERMAN a “bitch” and telling her that she is
5 “useless”;
- 6
- 7 (C) Complaining to MS. EMERMAN that “women can’t do anything” and
8 that they “should be in the kitchen making the male workers happy”;
- 9
- 10 (D) Telling one of MS. EMERMAN’s customers that MS. EMERMAN
11 “better treat you right even though she doesn’t have all the goods,”
12 making a reference to her breasts;
- 13
- 14 (E) Grabbing MS. EMERMAN’s buttocks and otherwise making
15 derogatory remarks and gestures in front of customers; and
- 16
- 17 (F) As set forth further below, ordering MS. EMERMAN to come to his
18 office and telling her, “Elizabeth, there are two reasons why I ask a
19 woman to come to my office . . . either to be fucked or to be fired.
20 And you are not being fired.”
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- 25
- 26 14. In addition to verbally and physically harassing MS. EMERMAN, defendant
27 GRILLO, acting on a the basis of sexual stereotypes, took tables away from her service section in the
28 RESTAURANT and gave them to male waiters, telling MS. EMERMAN that women can’t handle

1 as many tables as men.
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5 15. In or around June 2004, MS. EMERMAN walked to the wine closet near the
6 bar in order to retrieve a bottle of wine and/or other items. When MS. EMERMAN opened the door
7 to the wine closet, which was unlocked, she was startled to find defendant GRILLO engaging in oral
8 sex with one of the female waitresses. Defendant GRILLO, one of the few individuals who had the
9 key and the authority to lock the wine closet door, slammed the door against MS. EMERMAN's
10 body. MS. EMERMAN, embarrassed and humiliated, turned around and walked away.
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13 16. MS. EMERMAN, shocked at finding AMALFI RISTORANTE's General
14 Manager engaged in oral sex in the wine closet, reported the incident to the RESTAURANT's
15 bartender.
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18 17. The next day, when MS. EMERMAN arrived at AMALFI RISTORANTE,
19 defendant GRILLO yelled at MS. EMERMAN in a hostile manner. He then reprimanded MS.
20 EMERMAN for reporting defendant GRILLO's sexual encounter in the wine room to the bartender
21 and accused her of "spreading rumors."
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23

24 18. Immediately thereafter, defendant GRILLO ordered MS. EMERMAN to come
25 into his office. When MS. EMERMAN asked why she was being summoned to his office, defendant
26 GRILLO, conditioning her continued employment upon her submission to his sexual desires, told
27 her:
28

29 "Elizabeth, there are two reasons why I ask a woman to come to my office . . . either
30 to be fucked or to be fired. And you are not being fired."

1 19. MS. EMERMAN refused to go into defendant GRILLO's office. In response,
2 he immediately removed her from the work schedule for that week. When MS. EMERMAN asked
3 GRILLO whether she would be back on the schedule the following week, he responded: "I'm not
4 putting you back on the schedule – You're fired." MS. EMERMAN's employment was terminated,
5 effective immediately.
6

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8 20. MS. EMERMAN is informed and believes, and thereon alleges, that defendant
9 AMALFI GROUP, defendant SWEENEY and defendant COROLLA knew, or should have known,
10 of defendant GRILLO's propensity to engage in sexually harassing, discriminatory, hostile, offensive
11 and degrading conduct towards those with whom he worked, supervised and otherwise came into
12 contact.
13

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15 21. At the end of February 2005, MS. EMERMAN went to AMALFI
16 RISTORANTE to obtain her IRS Form W2 for tax year 2004 (Defendants had failed to send it to her
17 in the mail). While she was on the premises, AMALFI RISTORANTE's new General Manager
18 offered her her job back at the RESTAURANT. In encouraging her to return, the General Manager
19 attempted to calm MS. EMERMAN's fears by assuring her that defendant GRILLO had left
20 AMALFI RISTORANTE.
21

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23 22. In light of her previous harassment to which she was subjected, MS.
24 EMERMAN advised the General Manager that she would need some time to think about the job
25 offer. After two weeks of deliberation and emotional and mental preparation, MS. EMERMAN,
26 who had been looking for a job, decided to accept the offer and re-commenced her employment with
27 Defendants at AMALFI RISTORANTE.
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23. To MS. EMERMAN'S dismay, upon returning to work at the AMALFI RISTORANTE, she promptly recognized that Defendants had failed to alleviate the hostile and intimidating environment that existed there. From the first day she returned to the workplace, MS. EMERMAN was subjected to a continuous pattern of verbal and physical sexual harassment by a group of male employees, who worked together in the kitchen. Such conduct included, without limitation, the following:

- (A) Aggressively touching and groping her breasts, buttocks, legs and other parts of her body when she walked by;
 - (B) Making kissing sounds and other sexually suggestive noises;
 - (C) Saying “oh baby” and other sexually charged words and phrases, while crudely staring at MS. EMERMAN’s body;
 - (D) Telling MS. EMERMAN that she “would be good in bed”;
 - (E) Repeatedly asking MS. EMERMAN to go out on dates with them despite her telling them “no” and that she has a boyfriend;

24. MS. EMERMAN complained to the General Manager on several occasions about being touched, groped and verbally harassed by the kitchen staff, requesting that corrective action be taken to stop the harassment. Despite the General Manager's assurances that action would be taken, MS. EMERMAN continued to be harassed by the same male employees. Several times after repeating her complaints, the General Manager told MS. EMERMAN, "I still need to do that."

or "I haven't gotten around to it yet."

25. On or about May 6, 2005, MS. EMERMAN, as a favor to Ivy, the General Manager, was filling in as the hostess. When she walked into the kitchen to place a delivery order, many of the male staff leered at her in a sexually aggressive manner. MS. EMERMAN felt particularly intimidated and vulnerable because she was the only female employee working that evening. She complained to the on-duty Assistant Manager, Steve, about the harassing conduct in the kitchen. Steve made light of her complaint, laughed, and told her he was too busy making drinks at the bar "to hear stupid things like that." Steve then told MS. EMERMAN "that's your job" and instructed her to "get back to work."

26. On the same evening, at the end of her shift, as instructed earlier by Ivy, MS. EMERMAN asked the Assistant Manager, Steve, for her wages from the shift. Steve said he was too busy and did not give MS. EMERMAN her wages. MS. EMERMAN waited for approximately 30 minutes for Steve to give her the cash that she was supposed to receive at the end of her shift according to Ivy. Steve kept saying that he was "too busy" and did not give MS. EMERMAN her wages. MS. EMERMAN finally left without receiving her wages from Steve.

27. On or about May 7, 2005, when MS. EMERMAN arrived at the RESTAURANT to begin her shift, only one day after complaining about being sexually harassed, the Assistant Manager, Steve, told MS. EMERMAN that she was fired, emphasizing his frustration that she kept bothering him while he was bar tending. MS. EMERMAN immediately called Ivy, the General Manager, who informed MS. EMERMAN that Steve and defendant SWEENEY had made the decision together to fire her.

28. Prior to the filing of this action, MS. EMERMAN filed a complaint with the Department of Fair Employment and Housing (“DFEH”) alleging that the acts of defendants, and each of them, established a violation of the Fair Employment and Housing Act, Government Code Section 12900 et. seq., and has received the requisite right to sue letters.

29. MS. EMERMAN has been generally damaged in an amount within the jurisdictional limits of this Court.

FIRST CAUSE OF ACTION

SEXUAL/GENDER HARASSMENT AND DISCRIMINATION

(Cal. Gov't Code § 12940)

(Against All Defendants)

30. MS. EMERMAN realleges and incorporates by reference paragraphs 3 through 29, as though set forth in full.

31. In perpetrating the above-described actions, the defendants, and each of them, including DOES 1 through 50 and/or their agents and employees, subjected MS. EMERMAN to unlawful *quid pro quo* and hostile environment sexual harassment in violation of California Government Code Section 12940 et seq. Defendants, their agents, and supervisors, knew or should have known of the unlawful sexual harassment conduct, failed to take immediate and appropriate corrective action and otherwise failed to abide by their statutory duty to take all reasonable steps to prevent harassment from occurring. The harassment was sufficiently pervasive and severe as to alter the conditions of MS. EMERMAN'S employment and to create a hostile, intimidating and/or

1 abusive work environment.

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4 32. By the aforesaid acts and omissions of defendants, and each of them, MS.

5 EMERMAN has been directly and legally caused to suffer actual damages including, but not limited

6 to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss

7 not presently ascertained.

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10 33. As a further direct and legal result of the acts and conduct of defendants, and

11 each of them, as aforesaid, MS. EMERMAN has been caused to and did suffer and continues to

12 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,

13 pain, discomfort, anxiety, physical pain and suffering and has incurred medical bills for the treatment

14 of these injuries. The exact nature and extent of said injuries is presently unknown to MS.

15 EMERMAN. MS. EMERMAN does not know at this time the exact duration or permanence of said

16 injuries, but is informed and believes and thereon alleges that some if not all of the injuries are

17 reasonably certain to be permanent in character.

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20 34. MS. EMERMAN is informed and believes, and thereon alleges, that the

21 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing and/or

22 ratifying such acts, engaged in wilful, malicious, intentional, oppressive and despicable conduct, and

23 acted with wilful and conscious disregard of the rights, welfare and safety of MS. EMERMAN,

24 thereby justifying the award of punitive and exemplary damages in an amount to be determined at

25 trial.

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35. As a result of defendants' acts and conduct, as alleged herein, MS. EMERMAN is entitled to reasonable attorneys' fees and costs of suit as provided in Section 12965(b) of the California Government Code.

SECOND CAUSE OF ACTION

RETALIATION FOR OPPOSING UNLAWFUL EMPLOYMENT PRACTICES PURSUANT TO FFHA

(Cal. Gov't Code § 12940(h))

(Against All Defendants)

36. MS. EMERMAN realleges and incorporates by reference paragraphs 3 through 29, and 31 as though set forth in full.

37. As alleged herein and in violation of California Government Code § 12940(h), defendants, and each of them, discharged and otherwise discriminated against MS. EMERMAN because she opposed practices forbidden by California Government Code § 12940 et seq., including, inter alia, the following: (a) Refusing to submit to a *quid pro quo* sexual relationship with defendant GRILLO; and (b) Complaining that she had been sexually harassed by male employees, and otherwise opposing the ongoing sexual harassment to which she was subjected to.

38. By the aforesaid acts and omissions of defendants, and each of them, MS. EMERMAN has been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not presently ascertained.

1 39. As a further direct and legal result of the acts and conduct of defendants, and
2 each of them, as aforesaid, MS. EMERMAN has been caused to and did suffer and continues to
3 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,
4 pain, discomfort, anxiety, physical pain and suffering and has incurred medical bills for the treatment
5 of these injuries. The exact nature and extent of said injuries is presently unknown to MS.
6
7 EMERMAN. MS. EMERMAN does not know at this time the exact duration or permanence of said
8 injuries, but is informed and believes and thereon alleges that some if not all of the injuries are
9 reasonably certain to be permanent in character.

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12 40. MS. EMERMAN is informed and believes, and thereon alleges, that the
13 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing and/or
14 ratifying such acts, engaged in wilful, malicious, intentional, oppressive and despicable conduct, and
15 acted with wilful and conscious disregard of the rights, welfare and safety of MS. EMERMAN,
16 thereby justifying the award of punitive and exemplary damages in an amount to be determined at
17 trial.

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20 41. As a result of defendants' acts and conduct, as alleged herein, MS.
21 EMERMAN is entitled to reasonable attorneys' fees and costs of suit as provided in Section
22 12965(b) of the California Government Code.

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THIRD CAUSE OF ACTION

WRONGFUL DISCHARGE AND OTHER ADVERSE EMPLOYMENT ACTIONS IN VIOLATION OF PUBLIC POLICY

(Against All Defendants)

42. MS. EMERMAN realleges and incorporates by reference paragraphs 3 through 29, 31 and 37 as though set forth in full.

43. As alleged herein, and in violation of public policy, defendants, and each of them, discharged MS. EMERMAN from her employment because she refused to submit to a *quid pro quo* sexual relationship with defendant GRILLO and because she complained about, and otherwise opposed the sexual harassment and discrimination to which she was subjected. By terminating MS. EMERMAN's employment with AMALFI RISTORANTE, Defendants violated the fundamental public policies of the State of California, as embodied in Sections 12940 et seq. of the California Government Code, and other California statutes. Such fundamental public policies prohibit employers from taking adverse employment actions against an employee for opposing unlawful practices such as sexual harassment.

44. By the aforesaid acts and omissions of defendants, and each of them, MS. EMERMAN has been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not presently ascertained.

1 45. As a further direct and legal result of the acts and conduct of defendants, and
2 each of them, as aforesaid, MS. EMERMAN has been caused to and did suffer and continues to
3 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,
4 pain, discomfort, anxiety, physical pain and suffering and has incurred medical bills for the treatment
5 of these injuries. The exact nature and extent of said injuries is presently unknown to MS.
6
7 EMERMAN. MS. EMERMAN does not know at this time the exact duration or permanence of said
8 injuries, but is informed and believes and thereon alleges that some if not all of the injuries are
9 reasonably certain to be permanent in character.
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12 46. MS. EMERMAN is informed and believes, and thereon alleges, that the
13 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing and/or
14 ratifying such acts, engaged in wilful, malicious, intentional, oppressive and despicable conduct, and
15 acted with wilful and conscious disregard of the rights, welfare and safety of MS. EMERMAN,
16 thereby justifying the award of punitive and exemplary damages in an amount to be determined at
17 trial.
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20 47. As a result of defendants' conduct as alleged herein, MS. EMERMAN is
21 entitled to reasonable attorneys' fees and costs of suit as provided in Section 1021.5 of the California
22 Civil Procedure Code.
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FOURTH CAUSE OF ACTION

INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS

(Against all Defendants)

48. MS. EMERMAN realleges and incorporates by reference paragraphs 3 through 29, 31, 37 and 43 as though set forth in full.

49. Defendants' conduct as described above was extreme and outrageous and was done with the intent of causing MS. EMERMAN to suffer emotional distress or with reckless disregard as to whether their conduct would cause her to suffer such distress.

50. By the aforesaid acts and omissions of defendants, as aforesaid, MS. EMERMAN has been caused to and did suffer and continues to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, anxiety, physical pain and suffering and has incurred medical bills for the treatment of these injuries. MS. EMERMAN does not know at this time the exact duration or permanence of said injuries, but is informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character.

51. MS. EMERMAN is informed and believes, and thereon alleges, that the defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in wilful, malicious, intentional, oppressive and despicable conduct, and acted with wilful and conscious disregard of the rights, welfare and safety of MS. EMERMAN, thereby justifying the award of punitive and exemplary damages in an amount to be determined at

1 trial.

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3 **FIFTH CAUSE OF ACTION**

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5 **NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS**

6

7 (Against All Defendants)

8 52. MS. EMERMAN realleges and incorporates by reference paragraphs 4
9 through 29, 31, 37, 43 and 49 as though set forth in full.

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11 53. In the alternative, defendants' conduct, as alleged above, was done in a
12 careless or negligent manner, without consideration for the effect of such conduct upon MS.
13
14 EMERMAN's emotional well-being.

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16 54. By the aforesaid acts and omissions of defendants, and each of them, MS.
17
18 EMERMAN has been caused to and did suffer and continues to suffer severe emotional and mental
19 distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, anxiety, physical pain
20 and suffering and has incurred medical bills for the treatment of these injuries. MS. EMERMAN
21 does not know at this time the exact duration or permanence of said injuries, but is informed and
22 believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent
23 in character.

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PRAYER FOR RELIEF
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5 WHEREFORE, **PLAINTIFF** prays for judgment against defendants, and each of
6 them, as follows:
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- 8 1. General damages in an amount to be proved at trial;
- 9 2. Special damages in an amount to be proved at trial;
- 10 3. Punitive damages in an amount appropriate to punish defendants and to make
11 an example of defendants to the community;
- 12 4. Reasonable attorneys' fees;
- 13 5. Costs of suit;
- 14 6. Interest;
- 15 7. For such other relief as the Court deems proper.

16
17 DATED: July 8, 2005

18 HELMER • FRIEDMAN, LLP
19 Gregory D. Helmer, P.C.
20 Andrew H. Friedman, P.C.

21 By: 
22 Kenneth A. Helmer
23 Attorneys for Plaintiff
24 ELIZABETH EMERMAN
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2
PLAINTIFF'S DEMAND FOR JURY TRIAL
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5 Plaintiff ELIZABETH EMERMAN hereby demands a trial by jury.
6

7 DATED: July 8, 2005
8

9 HELMER • FRIEDMAN, LLP
10 Gregory D. Helmer
11 Andrew H. Friedman, P.C.
12

13 By: 
14 Kenneth A. Helmer
15 Attorneys for Plaintiff
16 ELIZABETH EMERMAN
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