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Clerk of the Superior Court
By Carla Brennan, Deputy Clerk

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Attorneys for Plaintiffs: Curtis Burgess and Donald Way

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO, CENTRAL DIVISION**

CURTIS BURGESS, an individual; and
DONALD WAY, an individual,

Plaintiffs,

v.

MICHAEL ANTHONY ALVAREZ, an individual;
CHRISTIAN EMMANUEL DELGADO, an
individual; JOEL ANGEL PEREZ, an individual;
RANCH CATERING, INC. dba RANCH
EVENTS, a California Corporation, MDP
CATERING & EVENTS dba RANCH EVENTS,
SCPT MARINA VILLAGE LLC dba MARINA
VILLAGE CONFERENCE CENTER a California
Limited Liability Company; UNIVERSAL
PROTECTION SERVICE LP; a Limited
Partnership and Does 1-25, inclusive.
Defendants.

Case No: 37-2017-00015628-CU-PO-CTL

COMPLAINT FOR DAMAGES

1. NEGLIGENCE,
2. NEGLIGENT ENTRUSTMENT,
3. PREMISES LIABILITY,
4. GROSS NEGLIGENCE,
5. ASSAULT AND BATTERY

Plaintiffs demand a trial by jury and allege the following:

GENERAL ALLEGATIONS

1. At all times herein mentioned Plaintiffs, CURTIS BURGESS (hereinafter "BURGESS") and DONALD WAY (hereinafter "WAY") (and referred to collectively hereinafter as "Plaintiffs") are and have been residents of San Diego, State of California.

COMPLAINT FOR DAMAGES

2. Defendant MICHAEL ANTHONY ALVAREZ ("ALVAREZ") is an individual, and at all times relevant to this Complaint, a resident of the State of California.

3. Defendant CHRISTIAN EMMANUEL DELGADO ("DELGADO") is an individual, and at all times relevant to this Complaint, a resident of the State of California.

4. Defendant JOEL ANGEL PEREZ ("PEREZ") is an individual, and at all times relevant to this Complaint, a resident of the State of California.

5. Defendant RANCH CATERING, INC. dba RANCH EVENTS is a California corporation, and at all times relevant to this Complaint, authorized to transact and conduct business in the state of California, with its principal place of business in the County of San Diego, State of California. Defendant MDP CATERING & EVENTS, INC. dba RANCH EVENTS is a California corporation, and at all times relevant to this Complaint, authorized to transact and conduct business in the state of California, with its principal place of business in the County of San Diego, State of California. (Defendant RANCH CATERING, INC. dba RANCH EVENTS and Defendant MDP CATERING & EVENTS, INC. dba RANCH EVENTS shall be collectively referred to herein as "RANCH EVENTS")

6. Defendant SCPT MARINA VILLAGE LLC dba MARINA VILLAGE CONFERENCE CENTER (hereinafter "MARINA VILLAGE") is a California limited liability company, and at all times relevant to this Complaint, authorized to transact and conduct business in the state of California, with its principal place of business in the County of San Diego, State of California.

7. Defendant UNIVERSAL PROTECTION SERVICE LP dba UNIVERSAL PROTECTION SERVICE (hereinafter "UNIVERSAL") is a California limited partnership, and at all times relevant to this Complaint, authorized to transact and conduct business in the state of California, with its principal place of business in the County of San Diego, State of California.

8. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 25, inclusive, and therefore sues these defendants by such fictitious names. Plaintiffs will ask leave to amend his complaint to show the true names and capacities of these defendants when that information has been ascertained.

COMPLAINT FOR DAMAGES

1 9. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein each of
2 the Defendants was the agent and employee of each of the remaining Defendants, and in doing the
3 things hereinafter alleged, was acting within the scope of such agency and with the permission and
4 consent of others.

5 10. Plaintiffs are informed and believe, and on such information and belief alleges, that at all times
6 herein mentioned defendants have been and are residents of the County of San Diego, State of
7 California.

8 11. Plaintiffs certify that San Diego County is the proper venue for filing this lawsuit as Plaintiffs
9 are informed and believe that defendants are doing business in said county and/or reside in said
10 county and the location of the accident which is the subject of this action occurred within the
11 boundaries of the jurisdiction of this court.

12 **FACTUAL ALLEGATIONS**

13 12. On April 30, 2015, at approximately 11:30 pm, Plaintiffs docked their boat at the Marina
14 Village Conference Center located at 1936 Quivira Way, San Diego, California, 92109.

15 13. Ernest Odamtten and Jehani Matthews, security guards with Universal Protection Services,
16 were on duty in the Marina Village area. Mr. Odamtten allowed Mr. Burgess and
17 WAY to come through the gate and wait for a friend to bring them gasoline for their boat.

18 14. Moments later, Mr. Odamtten and Ms. Matthews heard breaking glass followed by loud
19 screams. They rushed over to the area and saw WAY getting surrounded and pushed by ten a
20 group of people from a wedding that was taking place at the MARINA VILLAGE, catered by
21 RANCH EVENTS.

22 15. WAY was slouched down on the ground with blood all over his face. Mr. Burgess was by the
23 railing and telling the group, "Leave my friend alone. He hasn't done anything. Why are you
24 beating him up?"

25 16. WAY attempted to run from the group. Defendant chased after WAY and kicked his legs from
26 behind. DELGADO also chased after WAY. When WAY fell to the ground, Defendant and Mr.
27 Delgado pounced on him, kicked him, and punched him as the rest of the group watched.

28 **COMPLAINT FOR DAMAGES**

1 17. WAY was lying on the concrete defenseless and did not make any violent movements towards
2 anyone. WAY recalls getting hit about 30-50 times and having his head smashed into the concrete.
3 Mr. Odamtten broke up the fight for a brief moment before WAY got up and started running again.
4 The group continued to chase after WAY.

5 18. The two security guards were inadequate protection against the large group of angry and
6 intoxicated wedding attendees, which included ALVAREZ, DELGADO, AND PEREZ.

7 19. When the cops arrived, Mr. Odamtten brought them back to the area where the altercation
8 began. Mr. Burgess had a black eye, a cut on his cheek, a bruise on his side, and was limping.

9 20. WAY suffered a cracked tooth and damage to the root which required extensive dental
10 surgery. WAY also suffered damage to the ACL tendon in his left knee, which will require
11 surgery. WAY had bruises on the middle of his body and ribs. He had knots on his head and cut
12 on his nose. WAY was also knocked unconscious.

13 21. Defendants Alvarez, Delgado, and Perez were arrested for Felony Battery. Delgado and Perez
14 were convicted of Battery and are to pay WAY \$10,000 in restitution, which is only a fraction of
15 his medical bills.

16 22. RANCH EVENTS carries the liquor license for the many events that it caters at MARINA
17 VILLAGE. RANCH EVENTS has a history of over-serving alcohol and fights occurring at their
18 catered events at this location.

19 23. UNIVERSAL is the primary security company for these events. UNIVERSAL is aware of
20 the repetition of these types of incidents and had an affirmative duty to supply more than one male
21 and one small female security guard.

22 **FIRST CAUSE OF ACTION- NEGLIGENCE**

23 **(Against all Defendants)**

24 24. Defendants, and each of them, owed a duty of care to Plaintiffs, to act reasonably so as not to
25 cause them harm.

26 25. Defendants, and each of them, acted negligently and their negligence was a substantial factor
27 in causing Plaintiffs' harm.

28 **COMPLAINT FOR DAMAGES**

1 26. As a direct and proximate result of the negligence, carelessness, and unlawfulness of
2 defendants and the resulting incident, as herein alleged, Plaintiffs were injured in their health,
3 strength, and activity, sustaining injury to body and shock and injury to his internal organs, mouth,
4 head, knee, and body, all of which have caused and continue to cause Plaintiffs great mental,
5 physical and nervous pain and suffering, all to their general damage in a sum within the jurisdiction
6 of this court.

7 27. As a further direct and proximate result of the negligence of defendants, as herein alleged,
8 Plaintiffs were required to and did employ physicians for medical examination, treatment, and care
9 of said injuries, and Plaintiffs is informed and believes and on this ground alleges that they may
10 be required to obtain such services and treatment in the future, to Plaintiffs' further damage. The
11 cost and reasonable value of the medical care, examinations, and treatment received by Plaintiffs
12 currently totals roughly \$30,000, but Plaintiffs are still be seeking additional treatment and will
13 have ongoing future pain and medical need.

14 28. As an additional direct and proximate result of the negligence of defendants, Plaintiffs
15 suffered severe emotional distress.

16 **SECOND CAUSE OF ACTION- NEGLIGENT HIRING, SUPERVISION AND**
17 **TRAINING**

18 **(Against MARINA VILLAGE, RANCH EVENTS, and UNIVERSAL Defendants)**

19 29. Plaintiffs reallege and incorporates herein by reference each and every allegation in
20 Paragraphs 1 through 28, inclusive, of this Complaint and makes them a part of this, its Second
21 Cause of Action, as though fully set forth herein.

22 30. Defendants MARINA VILLAGE, UNIVERSAL, and RANCH EVENTS were
23 negligent in the hiring, training and supervision of their employees performing bartending
24 and/or security duties. Specifically, Defendants failed to adequately investigate their employees'
25 backgrounds and experience, and thereafter, failed to adequately train and supervise them to
26 ensure they did not cause harm.

27 31. Plaintiffs suffered severe physical harm and emotional distress as a result of Defendant's
28 conduct.

COMPLAINT FOR DAMAGES

32. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

THIRD CAUSE OF ACTION- PREMISES LIABILITY

(Against Defendants MARINA, RANCH EVENTS, AND UNIVERSAL)

33. Plaintiffs hereby incorporates by reference the allegations contained in paragraphs 1 through 32 as though fully set forth herein.

34. Plaintiff is informed and believes and thereon alleges that Defendants MARINA VILLAGE, UNIVERSAL, and RANCH EVENTS and Does 1 through 25, and each of them, occupied, controlled, managed, and maintained the wedding area at Marina Village on or about April 30, 2015.

35. Prior to and on April 30, 2015, Defendants owed Plaintiff a duty to exercise reasonable care to avoid injury to persons on or around the wedding area at Marina Village, located at 1936 Quivira Way, San Diego, California, 92109.

36. Prior to and on April 30, 2015 Defendants by and through their employees and agents, acted negligently and failed to use reasonable care in owning, maintaining, securing, and managing the property located at 1936 Quivira Way, San Diego, California, 92109.

37. Plaintiff is informed and believes and thereon alleges that Defendants MARINA VILLAGE and RANCH EVENTS and Does 1 through 25, and each of them, by and through their employees and agents, retained control over safety conditions at the wedding area at 1936 Quivira Way, San Diego, California 92109 by both their actions and their failure to take actions they were required to take, and contributed to Plaintiffs injuries.

38. Prior to and on April 30, 2015, Defendants, by and through their employees and agents, negligently owned and maintained and controlled an unsafe premises, and/or provided inadequate security that contributed to Plaintiffs injuries.

39. The negligent acts and omissions of Defendants MARINA VILLAGE and RANCH EVENTS and Does 1 through 25, including but not limited to those detailed above, were otherwise a substantial factor in causing Plaintiff's harm.

COMPLAINT FOR DAMAGES

1 40. As a direct and proximate result of the Defendants' negligence, Plaintiff has suffered past and
2 future medical expenses, past and future physical pain, mental suffering, loss of enjoyment of life,
3 and inconvenience, all in amount to be determined according to proof at trial

4 41. By reason of the foregoing, Plaintiffs has been required to employ the services of hospitals,
5 physicians, nurses and other professional services, and Plaintiffs has been compelled to incur
6 expenses for urgent care services, medical examination, x-rays, medicines, and other medical
7 supplies and services.

8 **FOURTH CAUSE OF ACTION- GROSS NEGLIGENCE**

9 **(Against all Defendants)**

10 42. Plaintiffs realleges and incorporates herein by reference each and every allegation in
11 Paragraphs 1 through 41, inclusive, of this Complaint and makes them a part of this, its Fourth
12 Cause of Action, as though fully set forth herein.

13 43. Defendants showed such want of even slight or scant care in handling their duties as "security
14 personnel" and "customer service representatives" when they actually put patrons in danger and
15 harm, that their negligence is beneath the ordinary standard of care and borders on culpability.

16 44. Defendant did in fact operate a licensed liquor establishment subject to strict guidelines set by
17 the California Department Alcoholic Beverage Control and the San Diego Health Department's
18 Registered Environmental Health Specialists.

19 45. Defendants willfully and deliberately failed to comply with these guidelines and acted with
20 conscious disregard for the safety of others. [*Taylor v. Superior Court*, 1979 24 Cal. 3d 890]

21 46. As a direct result of the tortious conduct described above, Plaintiffs suffered injuries to his
22 mind and body in the amounts to be proven at trial.

23 47. Each defendant acted deliberately, willfully, and with conscious disregard for the safety of
24 others.

25 48. In completing these acts, Defendants acted at all times with malice and oppression and with
26 the intent to cause injury and damage to Plaintiffs.

27 49. Because of these acts, Plaintiffs is entitled to exemplary damages under *Taylor v. Superior*
28 *Court*.

COMPLAINT FOR DAMAGES

FIFTH CAUSE OF ACTION- ASSAULT AND BATTERY

(Against Defendants ALVAREZ, DELGADO, AND PEREZ)

50. Plaintiffs realleges and incorporates herein by reference each and every allegation in Paragraphs 1 through 49, inclusive, of this Complaint and makes them a part of this, its Fifth Cause of Action, as though fully set forth herein.

51. Plaintiffs are informed and believe and thereon allege that Defendants ALVAREZ, DELGADO, AND PEREZ's overt acts constituted threats or menace to Plaintiffs by activity in an angry and threatening manner and were accompanied by threat of physical violence.

52. Plaintiffs are informed and believe and thereon alleges that at all times mentioned herein the conduct of ALVAREZ, DELGADO, AND PEREZ described above constituted intentional invasion of Plaintiff's right to be free from offensive and harmful physical contact.

53. Plaintiffs did not consent to the offensive and harmful physical contact.

54. As a result of ALVAREZ, DELGADO, AND PEREZ's offensive and harmful physical contact with Plaintiffs, Plaintiffs suffered physical injuries.

55. Any reasonable person in Plaintiffs' situations would have been offended by the harmful physical contact.

56. The conduct of ALVAREZ, DELGADO, AND PEREZ herein was intentional, malicious, and/or oppressive, and done with a willful and conscious disregard for Plaintiffs rights. Consequently, Plaintiffs are entitled to punitive damages.

WHEREFORE, Plaintiffs pray for judgment as hereinafter prayed.

1. For general damages for injuries to Plaintiffs in a sum within the jurisdiction of this court;
2. For all medical expenses in a sum according to proof;
3. For exemplary damages for intentional tort;
4. For prejudgment interest;
5. For costs of suit; and,

COMPLAINT FOR DAMAGES

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6. For such other and further relief as the court may deem just and proper.

EAST VILLAGE LAW GROUP



DATED: 4/27/2017

By: _____

Gabriel W. Moore
Attorney for Plaintiffs,
CURTIS BURGESS AND DONALD WAY

COMPLAINT FOR DAMAGES