

STATE OF NORTH CAROLINA

FILED IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

WAKE COUNTY

2015 JUN 26 P 12:14 15-CVS-_____

GREGORY N. TAYLOR and CARRIE)
 T. TAYLOR, individually and as)
 administrators of the ESTATE OF)
 JOHNATHON TAYLOR,)

Plaintiffs,)

v.)

VERIFIED COMPLAINT

WAKE COUNTY ALCOHOLIC)
 BEVERAGE CONTROL BOARD,)
 RIDGEWOOD WINE & BEER)
 COMPANY, LLC, and CALAMARI)
 ENTERPRISES, INC. d/b/a CAFE)
 PARIZADE,)

Defendants.)

NOW COME Plaintiffs Gregory N. Taylor and Carrie T. Taylor (the "Taylors"), individually and as administrators of the estate of Johnathon Taylor ("J.T."), by and through undersigned counsel, and, pursuant to N.C. R. Civ. P. 3 and 7, hereby brings this Complaint against Defendants Wake County Alcoholic Beverage Control Board ("Wake ABC"), Ridgewood Wine & Beer Company, LLC ("Ridgewood"), and Calamari Enterprises, Inc. d/b/a Cafe Parizade ("Parizade"). The Taylors seek monetary and other relief for various causes of action related to the tragic death of J.T., their eighteen-year-old son, in a car accident on the night of June 28, 2014, as a result of the illegal and negligent actions of the Defendants. Plaintiffs allege and state the following:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiffs Gregory N. and Carrie T. Taylor are citizens and residents of Wake County, North Carolina.

2. Wake ABC is a political subdivision of the State of North Carolina with its principal place of business located in Raleigh, Wake County, North Carolina.

3. Ridgewood is a North Carolina corporation with its principal place of business located in Raleigh, Wake County, North Carolina.

4. Parizade is a North Carolina corporation with its principal place of business located in Durham, Durham County, North Carolina.

5. This Court has personal jurisdiction over the Defendants pursuant to N.C. Gen. Stat. § 1-75.4(1), as Defendants are all domestic corporations.

6. Venue is proper pursuant to N.C. Gen. Stat. § 1-82, as Plaintiffs are current residents of Wake County.

FACTUAL ALLEGATIONS

7. The Taylors' son J.T. was a 2014 graduate of Ravenscroft High School in Raleigh, North Carolina. On June 28, 2014, J.T. was 18 years old.

8. At approximately 6:30 p.m. on June 28, 2014, J.T. drove from the Taylors' home on Prescott Place in Raleigh to the home of his friend Thomas Matthews ("T.M."), which is located on the corner of Vance Street and Glenn Avenue in Raleigh. T.M. lived with his parents, Dr. Charles and Mrs. Kimberly Matthews (the "Matthewses").

9. J.T. was traveling to the Matthews residence to attend the wedding of Maria Kanopoulos, Ms. Matthews's daughter, to Jason Kaczor, a founding member and manager of Ridgewood. The wedding was being held at the Matthews residence, and was attended by approximately 40 to 50 guests.

10. Upon information and belief, J.T. arrived at the Matthews residence at approximately 6:45 p.m. Shortly thereafter, T.M. drove from the Matthews residence to the

Cameron Village ABC store located on Woodburn Road in Raleigh ("ABC Store") with J.T. and two mutual friends. At the time, all four were under the age of 21.

11. The Cameron Village ABC store is owned and operated by Wake ABC and, upon information and belief, is permitted to sell alcoholic beverages by permit from the North Carolina Alcoholic Beverage Control Commission ("NC ABC").

12. Upon information and belief, T.M. entered the Cameron Village ABC store between 6:45 p.m. and 7:00 p.m. and selected a 750 ml bottle of Jack Daniel's Tennessee Honey, a 70-proof blended whiskey alcoholic beverage.

13. Upon information and belief, James Wilson, an employee of Wake ABC, was working at the Cameron Village ABC store on the evening of June 28, 2014. Wilson sold the bottle of Jack Daniel's to T.M. without asking for identification or otherwise verifying his age.

14. At the time, T.M. was 18 years old, and therefore prohibited by law from purchasing, possessing, or consuming an alcoholic beverage. Despite this, Wilson made no effort to ascertain whether T.M. was, in fact, of legal drinking age.

15. Upon information and belief, after purchasing the bottle of Jack Daniel's, T.M. drove back to Glenn Avenue and parked in the driveway of the property next door to the Matthews' residence. The owners of the property were out of town at the time.

16. After arriving at the neighbors' property, the group was joined by another friend who was also under the age of 21. The five individuals consumed the entire bottle of Jack Daniel's in T.M.'s car between approximately 7:00 p.m. and 7:10 p.m.

17. After finishing the whiskey, the group, including J.T., returned to the Matthews residence at approximately 7:10 p.m., as the wedding ceremony was scheduled to begin at 7:30 p.m., and T.M. was a member of the wedding party.

18. Upon information and belief, a cocktail hour and reception followed the wedding ceremony and began at approximately 8:00 p.m. The reception was held in the backyard of the Matthews residence and included an open bar.

19. During the reception, T.M., J.T., and other underage persons repeatedly ordered, were served, and consumed alcoholic beverages from the open bar and became intoxicated.

20. ~~X~~ Ridgewood furnished alcoholic beverages to be served at both the cocktail hour and reception. Upon information and belief, Ridgewood is permitted to sell and furnish alcoholic beverages by permit from the NC ABC.

21. Upon information and belief, Ridgewood and its manager Kaczor did not take ordinary and necessary precautions when supplying alcoholic beverages for the cocktail hour and reception.

22. Specifically, Ridgewood and Kaczor knew or should have known that underage persons were attending the wedding and reception and would attempt to consume alcohol illegally.

23. Further, Kaczor knew or should have known that alcoholic beverages provided by Ridgewood were being served to J.T., T.M., and other underage persons during the reception.

24. Parizade provided catering and bar staff for the cocktail hour and reception, and was specifically responsible serving alcoholic beverages to guests. Upon information and belief, Parizade is permitted to sell and serve alcoholic beverages by permit from the NC ABC.

25. Upon information and belief, Parizade was operating under a contract with the Matthews. Giorgios Bakatsias, the owner and president of Parizade, is friends with Mrs. Matthews.

26. A manager of Parizade was present during the wedding and reception, and supervised other Parizade employees throughout the evening.

27. Parizade employees repeatedly served T.M., J.T., and other underage persons alcoholic beverages during the reception without asking for identification or otherwise verifying their ages.

28. Upon information and belief, Parizade did not take ordinary and necessary precautions when supplying alcoholic beverages for the cocktail hour and reception.

29. Specifically, Parizade knew or should have known that underage persons were attending the wedding and reception and would attempt to consume alcohol illegally.

30. Further, Parizade knew or should have known that it was serving alcoholic beverages were to J.T., T.M., and other underage persons during the reception.

31. At no point did the Matthews, Kaczor, or Parizade attempt to verify T.M. and J.T.'s ages or prohibit them from consuming alcohol illegally.

32. In fact, Parizade employees did not request identification from any guest at the wedding reception prior to serving them alcoholic beverages.

33. Upon information and belief, T.M., J.T., and other underage persons sat a table near the open bar and openly consumed alcoholic beverages during the reception, in full view of the Matthews, Kaczor, and Parizade employees.

34. At a certain point during the reception, J.T. became visibly impaired, but Parizade employees continued to serve him alcoholic beverages. Parizade employees knew or should have known that J.T. was impaired at the time.

35. After the reception, J.T. left the Matthews residence between approximately 10:15 p.m. and 10:40 p.m. and began driving home.

36. At the time, J.T. was intoxicated as a result of the numerous alcoholic beverages he had consumed throughout the evening. Specifically, J.T. consumed a portion of the bottle of Jack Daniel's purchased by T.M. at the Cameron Village ABC store prior to the wedding, and then consumed a number of additional alcoholic beverages furnished by Ridgewood and served by Parizade employees during the wedding reception.

37. At no point on June 28, 2014 did Wake ABC, Ridgewood, or Parizade take any actions to verify the ages of T.M. and J.T. or prohibit them from consuming alcoholic beverages prior to and during the wedding and reception at the Matthews residence.

38. While driving home from the Matthews residence, J.T. lost control of his vehicle near the intersection of Hunting Ridge Road and Tanbark Way in Raleigh and struck a tree. The accident occurred between approximately 10:45 p.m. and 11:00 p.m.

39. Upon information and belief, J.T. died on impact.

40. At the time of the accident, J.T.'s blood alcohol concentration (BAC) was 0.20 grams per 100 milliliters, or 0.20%. In North Carolina, it is illegal to drive a vehicle with a BAC of 0.08% or higher.

FIRST CAUSE OF ACTION
(Violation of N.C. GEN. STAT. § 18B-121—Wake ABC)

41. Plaintiffs incorporate Paragraphs 1–40 of their Complaint as if fully stated herein.

42. Pursuant to N.C. GEN. STAT. § 18B-120, the Taylors are “aggrieved parties” because they sustained an injury as a result of the actions of T.M. and J.T., two underage persons.

43. On July 28, 2014, Wake ABC, through its employee Wilson, negligently sold a 750 ml bottle of Jack Daniel's whiskey to T.M., an underage person.

44. Wake ABC breached its duty to exercise reasonable care by, *inter alia*:

- Selling an alcoholic beverage to T.M., an underage person, in violation of N.C. GEN. STAT. § 18B-302;
- Failing to ask T.M. for identification prior to selling him an alcoholic beverage;
- Failing to take any other action to verify that T.M. was of legal drinking age before selling him an alcoholic beverage;
- Failing to note T.M.'s young appearance; and
- Failing to establish or follow any policy to verify the age of persons who purchase alcoholic beverages at its stores.

45. After purchasing the bottle of Jack Daniel's at the Cameron Village ABC store, which is owned and operated by Wake ABC, T.M. consumed the alcoholic beverage with J.T. and three other persons, all of whom were underage.

46. J.T.'s consumption of the Jack Daniel's, which was negligently sold to T.M. by Wake ABC, caused and contributed to J.T. being subject to an impairing substance while driving home from the wedding and reception at the Matthews residence.

47. While driving home and impaired, J.T. was killed when he lost control of his vehicle and struck a tree. J.T.'s death was directly and proximately caused by his negligent operation of his vehicle while impaired.

48. Due to Wake ABC's negligent actions, the Taylors may pursue a civil claim for damages against Wake ABC pursuant to N.C. GEN. STAT. § 18B-121.

49. Due to J.T.'s death, Plaintiffs have suffered numerous injuries, including but not limited to actual expenses and loss of consortium and companionship, in excess of \$25,000.00.

SECOND CAUSE OF ACTION
(Violation of N.C. GEN. STAT. § 18B-121—Ridgewood)

50. Plaintiffs incorporate Paragraphs 1–50 of their Complaint as if fully stated herein.

51. Pursuant to N.C. GEN. STAT. § 18B-120, the Taylors are “aggrieved parties” because they sustained an injury as a result of the actions of J.T., an underage person.

52. Upon information and belief, Ridgewood is permitted to sell and furnish alcoholic beverages by permit from the NC ABC.

53. On July 28, 2014, Ridgewood, through its managers and employees, negligently furnished alcoholic beverages for a wedding reception at the Matthews residence without taking necessary precautions to ensure that they would not be consumed by underage guests at the reception, including but not limited to J.T.

54. Ridgewood breached its duty to exercise reasonable care by, *inter alia*:

- Selling or giving an alcoholic beverage to J.T., an underage person, in violation of N.C. GEN. STAT. § 18B-302;
- Failing to take necessary precautions to ensure that the alcoholic beverages it provided for the reception would be served in accordance with North Carolina law;
- Failing to take necessary precautions to ensure that the alcoholic beverages it provided for the reception would not be served to underage persons; and
- Failing to take necessary precautions to ensure that the ages of individuals consuming alcoholic beverages at the reception were properly verified.

55. Ridgewood knew or should have known that underage persons were attending the wedding and reception at the Matthews residence and would attempt to consume alcohol illegally.

56. Further, Ridgewood knew or should have known that alcoholic beverages it provided were being served to J.T. and other underage persons during the reception.

57. J.T.'s consumption of alcoholic beverages during the reception at the Matthews residence, which were negligently provided by Ridgewood, caused and contributed to J.T. being subject to an impairing substance while driving home later that night.

58. While driving home and impaired, J.T. was killed when he lost control of his vehicle and struck a tree. J.T.'s death was directly and proximately caused by his negligent operation of his vehicle while impaired.

59. Due to Ridgewood's negligent actions, the Taylors may pursue a civil claim for damages against Ridgewood pursuant to N.C. GEN. STAT. § 18B-121.

60. Due to J.T.'s death, Plaintiffs have suffered numerous injuries, including but not limited to actual expenses and loss of consortium and companionship, in excess of \$25,000.00.

THIRD CAUSE OF ACTION
(Violation of N.C. GEN. STAT. § 18B-121—Parizade)

61. Plaintiffs incorporate Paragraphs 1–60 of their Complaint as if fully stated herein.

62. Pursuant to N.C. GEN. STAT. § 18B-120, the Taylors are “aggrieved parties” because they sustained an injury as a result of the actions of J.T., an underage person.

63. Upon information and belief, Parizade is permitted to sell and furnish alcoholic beverages by permit from the NC ABC.

64. On July 28, 2014, Parizade, through its managers and employees, negligently served alcoholic beverages to J.T. and other underage persons at a wedding reception at the Matthews residence.

65. Parizade breached its duty to exercise reasonable care by, *inter alia*:

- Giving an alcoholic beverage to J.T., an underage person, in violation of N.C. GEN. STAT. § 18B-302;
- Giving an alcoholic beverage to J.T., an intoxicated person, in violation of N.C. GEN. STAT. § 18B-305;
- Failing to ask J.T. for identification prior to serving him an alcoholic beverage;
- Failing to take any other action to verify that J.T. was of legal drinking age before serving him an alcoholic beverage;
- Failing to note J.T.'s young appearance;
- Failing to take necessary precautions to ensure that the alcoholic beverages it served at the reception would be served in accordance with North Carolina law; and
- Failing to establish or follow any policy to verify the age of persons who were served alcoholic beverages during the reception.

66. Parizade knew or should have known that underage persons were attending the wedding and reception at the Matthews residence and would attempt to consume alcohol illegally.

67. Further, Parizade knew or should have known that alcoholic beverages it provided were being served to J.T. and other underage persons during the reception.

68. J.T.'s consumption of alcoholic beverages during the reception at the Matthews residence, which were negligently served by Parizade, caused and contributed to J.T. being subject to an impairing substance while driving home later that night.

69. While driving home and impaired, J.T. was killed when he lost control of his vehicle and struck a tree. J.T.'s death was directly and proximately caused by his negligent operation of his vehicle while impaired.

70. Due to Parizade's negligent actions, the Taylors may pursue a civil claim for damages against Parizade pursuant to N.C. GEN. STAT. § 18B-121.

71. Due to J.T.'s death, Plaintiffs have suffered numerous injuries, including but not limited to actual expenses and loss of consortium and companionship, in excess of \$25,000.00.

FOURTH CAUSE OF ACTION
(Negligence—Wake ABC)

72. Plaintiffs incorporate Paragraphs 1–71 of their Complaint as if fully stated herein.

73. Wake ABC, through its employee Wilson, had a duty of care to ensure that its sales of alcoholic beverages were in accordance with North Carolina law, and specifically that it did not sell alcoholic beverages to underage persons.

74. Wake ABC breached its duty of care by, *inter alia*:

- Selling an alcoholic beverage to T.M., an underage person, in violation of N.C. GEN. STAT. § 18B-302;
- Failing to ask T.M. for identification prior to selling him an alcoholic beverage;
- Failing to take any other action to verify that T.M. was of legal drinking age before selling him an alcoholic beverage;
- Failing to note T.M.'s young appearance; and

- Failing to establish or follow any policy to verify the age of persons who purchase alcoholic beverages at its stores.

75. As a direct and proximate cause of Wake ABC's breach of its duty of care, J.T., another underage person, became intoxicated and was killed when he lost control of his vehicle and struck a tree.

76. Due to J.T.'s death, Plaintiffs have suffered numerous injuries, including but not limited to actual expenses and loss of consortium and companionship, in excess of \$25,000.00.

FIFTH CAUSE OF ACTION
(Gross Negligence—Wake ABC)

77. Plaintiffs incorporate Paragraphs 1–76 of their Complaint as if fully stated herein.

78. As described above, Wake ABC, through its employee Wilson, was negligent and breached its duty of care when it sold an alcoholic beverage to T.M., an underage person, without asking for identification or verifying his age in violation of North Carolina law.

79. Wake ABC's negligent acts were committed either purposely or with knowledge that such acts constituted a breach of its duty of care.

80. Wake ABC's negligent acts constituted a conscious disregard for the safety of others, including J.T., another underage person.

81. As a direct and proximate cause of Wake ABC's gross negligence, J.T. became intoxicated and was killed when he lost control of his vehicle and struck a tree.

82. Due to J.T.'s death, Plaintiffs have suffered numerous injuries, including but not limited to actual expenses and loss of consortium and companionship, in excess of \$25,000.00.

SIXTH CAUSE OF ACTION
(Negligence—Ridgewood)

83. Plaintiffs incorporate Paragraphs 1–82 of their Complaint as if fully stated herein.

84. Ridgewood had a duty of care to ensure that its sales of alcoholic beverages were in accordance with North Carolina law, and specifically that such alcoholic beverages were not served to or consumed by underage persons during the reception at the Matthews residence.

85. Ridgewood breached its duty of care by, *inter alia*:

- Selling or giving an alcoholic beverage to J.T., an underage person, in violation of N.C. GEN. STAT. § 18B-302;
- Failing to take necessary precautions to ensure that the alcoholic beverages it provided for the reception would be served in accordance with North Carolina law;
- Failing to take necessary precautions to ensure that the alcoholic beverages it provided for the reception would not be served to underage persons; and
- Failing to take necessary precautions to ensure that the ages of individuals consuming alcoholic beverages at the reception were properly verified.

86. As a direct and proximate cause of Ridgewood's breach of its duty of care, J.T., another underage person, became intoxicated and was killed when he lost control of his vehicle and struck a tree.

87. Due to J.T.'s death, Plaintiffs have suffered numerous injuries, including but not limited to actual expenses and loss of consortium and companionship, in excess of \$25,000.00.

SEVENTH CAUSE OF ACTION
(Gross Negligence—Ridgewood)

88. Plaintiffs incorporate Paragraphs 1–87 of their Complaint as if fully stated herein.

89. As described above, Ridgewood was negligent and breached its duty of care when it sold and provided alcoholic beverages for a reception at the Matthews residence without taking

necessary precautions to ensure that such beverages were not served to or consumed by underage persons.

90. Ridgewood's negligent acts were committed either purposely or with knowledge that such acts constituted a breach of its duty of care.

91. Ridgewood's negligent acts constituted a conscious disregard for the safety of others, including J.T., an underage person.

92. As a direct and proximate cause of Ridgewood's gross negligence, J.T. became intoxicated and was killed when he lost control of his vehicle and struck a tree.

93. Due to J.T.'s death, Plaintiffs have suffered numerous injuries, including but not limited to actual expenses and loss of consortium and companionship, in excess of \$25,000.00.

EIGHTH CAUSE OF ACTION
(Negligence—Parizade)

94. Plaintiffs incorporate Paragraphs 1–93 of their Complaint as if fully stated herein.

95. Parizade had a duty of care to ensure that its service of alcoholic beverages were in accordance with North Carolina law, and specifically that it did not serve alcoholic beverages to underage persons during the reception at the Matthews residence.

96. Parizade breached its duty of care by, *inter alia*:

- Giving an alcoholic beverage to J.T., an underage person, in violation of N.C. GEN. STAT. § 18B-302;
- Giving an alcoholic beverage to J.T., an intoxicated person, in violation of N.C. GEN. STAT. § 18B-305;
- Failing to ask J.T. for identification prior to serving him an alcoholic beverage;

- Failing to take any other action to verify that J.T. was of legal drinking age before serving him an alcoholic beverage;
- Failing to note J.T.'s young appearance;
- Failing to take necessary precautions to ensure that the alcoholic beverages it served at the reception would be served in accordance with North Carolina law; and
- Failing to establish or follow any policy to verify the age of persons who were served alcoholic beverages during the reception.

97. As a direct and proximate cause of Parizade's breach of its duty of care, J.T., another underage person, became intoxicated and was killed when he lost control of his vehicle and struck a tree.

98. Due to J.T.'s death, Plaintiffs have suffered numerous injuries, including but not limited to actual expenses and loss of consortium and companionship, in excess of \$25,000.00.

NINTH CAUSE OF ACTION **(Gross Negligence—Parizade)**

99. Plaintiffs incorporate Paragraphs 1–98 of their Complaint as if fully stated herein.

100. As described above, Parizade was negligent and breached its duty of care when it served alcoholic beverages to underage and visibly impaired persons during a reception at the Matthews residence.

101. Parizade's negligent acts were committed either purposely or with knowledge that such acts constituted a breach of its duty of care.

102. Parizade's negligent acts constituted a conscious disregard for the safety of others, including J.T., an underage person.

103. As a direct and proximate cause of Parizade's gross negligence, J.T. became intoxicated and was killed when he lost control of his vehicle and struck a tree.

104. Due to J.T.'s death, Plaintiffs have suffered numerous injuries, including but not limited to actual expenses and loss of consortium and companionship, in excess of \$25,000.00.


PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray unto the Court for the following relief:

1. Judgment and recovery by Plaintiffs of compensatory and statutory damages against Wake ABC, pursuant to N.C. GEN. STAT. § 18B-121, in an amount to be determined at trial in excess of \$25,000.00, plus applicable interest;
2. Judgment and recovery by Plaintiffs of compensatory and statutory damages against Ridgewood, pursuant to N.C. GEN. STAT. § 18B-121, in an amount to be determined at trial in excess of \$25,000.00, plus applicable interest;
3. Judgment and recovery by Plaintiffs of compensatory and statutory damages against Parizade, pursuant to N.C. GEN. STAT. § 18B-121, in an amount to be determined at trial in excess of \$25,000.00, plus applicable interest;
4. Judgment and recovery by Plaintiffs of compensatory and punitive damages against Defendants, jointly and severally, due to their negligent and grossly negligent acts, in an amount to be determined at trial in excess of \$25,000.00, plus interest;
5. Recovery by Plaintiffs of attorney's fees and costs associated with this lawsuit, to be taxed against Defendants along with all appropriate interest at the highest legal rate;
6. A jury trial on issues so triable; and
7. Such other relief as this Court deems just and proper.

This the 26th day of June, 2015.

SHANAHAN LAW GROUP, PLLC

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VERIFICATION

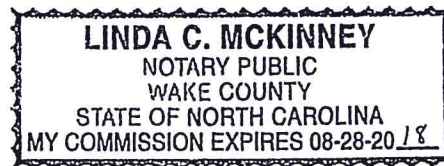
Carrie T. Taylor, being duly sworn, deposes and says that he has read the allegations contained in the foregoing Complaint, that he knows the contents thereof, and that such allegations and contents are based upon his own knowledge, except those allegations stated upon information and belief, which he believes to be true.

By: Carrie T. Taylor
Carrie T. Taylor, individually and as administrator
of the Estate of Johnathon Taylor

SWORN TO AND SUBSCRIBED BEFORE ME

This the 26 day of June, 2015.

Linda C. McKinney
Notary Public




My Commission Expires:

8/28/18


VERIFICATION

Gregory N. Taylor, being duly sworn, deposes and says that he has read the allegations contained in the foregoing Complaint, that he knows the contents thereof, and that such allegations and contents are based upon his own knowledge, except those allegations stated upon information and belief, which he believes to be true.

By: 
Gregory N. Taylor, individually and as
administrator of the Estate of Johnathon Taylor

SWORN TO AND SUBSCRIBED BEFORE ME

This the 26 day of June, 2015.


Notary Public

My Commission Expires:

8/28/18

