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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

YARA BRIGHTON WILDE, an individual;
JANE DOE 7026, an individual,

Plaintiffs,

v.

SADDLEBACK VALLEY UNIFIED
SCHOOL DISTRICT; JAMES HARRIS;
KATHY HARRIS; and DOES 4-10,

Defendants.

Case No. 30-2022-01246808-CU-PO-CJC

**FIRST AMENDED COMPLAINT FOR
DAMAGES for:**

- 1) Negligence
- 2) Negligent Supervision and Retention
- 3) Negligence Per Se
- 4) Sexual Harassment
- 5) Sexual Battery

Filed Pursuant to Code of Civil Procedure
Section 340.1, as Amended by Assembly
Bill 218

[Jury Trial Demanded]

Plaintiffs Yara Brighton Wilde and Jane Doe 7026 (hereinafter, “Plaintiffs”) bring this action against Defendants Saddleback Valley Unified School District (“SVUSD”); James Harris (“Jim”); Kathy Harris (“Kathy”) and DOES 4-10 (together, “Defendants”), and based on information and belief alleges as follows:

INTRODUCTION

1. For decades, Mission Viejo High School (“MVHS”) has consistently put its reputation and the success of the MVHS Drama Program (“Drama Program”) before the physical, emotional and psychological well-being of its students. Working together, MVHS and SVUSD fostered a toxic

environment by permitting an abusive teacher to oversee the Drama Program and allowing a known sexual predator to remain affiliated with the school for nearly 20 years.

2. This case is about a preventable and tragic situation created by a substitute teacher who preyed on the innocence of minor female students, and a drama teacher who manipulated these students and utterly failed to protect them from the substitute teacher (who was also her husband). Even worse, this case unfortunately spotlights a school district that actively turned a blind eye to multiple reports of misconduct, including direct allegations of sexual abuse of the minor students it had a duty to protect. When the sexual grooming and abuse of minors was undeniably brought to the attention of MVHS administration, school leadership chose to blame the student instead of the offending teachers. Tragically, but not surprisingly, after those in charge of MVHS refused to discipline Jim or Kathy for the reported sexual abuse, the mistreatment of the students continued.

3. Simply put, MVHS had multiple opportunities to do the right thing and end the abuse perpetrated by Jim and Kathy. This lawsuit is an effort by Plaintiffs to prevent other students from being harmed and to seek justice for the wrongs already committed.

PARTIES

4. Plaintiff Yara Wilde (“Yara”) is an adult female presently residing in the State of Oregon. Plaintiff was born in 1979.

5. Plaintiff Jane Doe 7026 (“Jane Doe”) is an adult female presently residing in the State of Pennsylvania. Plaintiff was born in 1979. The name utilized by Jane Doe 7026 is fictitious to protect her privacy as a victim of childhood sexual assault and molestation.

6. At all times relevant to this Complaint, Plaintiffs were residing in Orange County, California. Plaintiffs were minors throughout the period of childhood sexual assault alleged herein. Plaintiffs bring this Complaint pursuant to Code of Civil Procedure Section 340.1, as amended by Assembly Bill 218, for the childhood sexual assault they suffered at the hands of Defendants. Thus, Plaintiffs' claims for damages suffered as a result of childhood sexual assault are timely filed as they are filed within three years of January 1, 2020. Pursuant to California Government Code Section 905(m), as amended by Assembly Bill 218, Plaintiffs are specifically exempt from the claims presentation requirement for their claims against Defendant SVUSD.

1 7. Defendant SVUSD at all times mentioned herein was and is a business entity of
2 unknown form having its principal place of business in Orange County, California. SVUSD
3 purposely conducts substantial educational business activities in the State of California, and was the
4 primary entity owning, operating, and controlling MVHS, and the activities and behavior of its
5 employees and agents Jim and Kathy.

6 8. On information and belief, Defendant Jim is an individual residing in Orange County,
7 California. Jim served as a substitute teacher to minor students of SVUSD until he was forced to
8 resign in approximately 2005. However, even after his resignation, Jim served and continues to serve
9 as a volunteer for the Drama Program.

10 9. On information and belief, Defendant Kathy is an individual residing in Orange
11 County, California. Kathy has served as a teacher to minor students of SVUSD since 1992 and
12 remains so employed. She also serves as the K-12 Visual and Performing Arts Coordinator for
13 SVUSD.

14 10. Pursuant to California Government Code sections 815.2 and 820, SVUSD is liable
15 through the acts or omissions of its employees, agents, servants and/or joint venturers acting within
16 the course and scope of their employment.

17 11. The true names and capacities, whether individual, corporate, partnership, associate,
18 or otherwise, of Defendants DOES 4-10, inclusive, are unknown to Plaintiffs. Accordingly, Plaintiffs
19 sue DOES 4-10 by such fictitious names pursuant to section 474 of the California Code of Civil
20 Procedure. Plaintiffs will seek leave to amend this Complaint to allege their true names and capacities
21 when they are ascertained. Plaintiffs are informed and believe and thereon allege that DOES 4-10
22 are legally responsible in some manner for the events, happenings, and/or tortious and unlawful
23 conduct that caused the injuries and damages alleged in this Complaint.

24 12. On information and belief, at all times material hereto, Defendants were the agents,
25 representatives, servants, employees, partners, and/or joint venturers of each and every other
26 Defendant and were acting within the course and scope of said alternative capacity, identity, agency,
27 representation and/or employment and were within the scope of their authority, whether actual or
28 apparent. Each of the Defendants is responsible in some manner for one or more of the events and

1 happenings described herein. Each Defendant approved and/or ratified the conduct of each other
2 Defendant. Consequently, each Defendant is jointly and severally liable to Plaintiffs for the damages
3 sustained as a proximate result of his, her, or its conduct. Each of the Defendants proximately caused
4 the injuries and damages alleged.

5 13. Each of the Defendants aided and abetted each other Defendant. Each Defendant
6 knowingly gave substantial assistance to each other Defendant who performed the wrongful conduct
7 alleged herein. Accordingly, each Defendant is jointly and severally liable for the damages
8 proximately caused by each other Defendant's wrongful conduct.

9 14. Each of the Defendants is, and at all relevant times herein mentioned was, the co-
10 conspirator of each other Defendant, and, therefore, each Defendant is jointly and severally liable to
11 Plaintiff for the damages sustained as a proximate result of each other Defendant. Each Defendant
12 entered into an express or implied agreement with each of the other Defendants to commit the wrongs
13 herein alleged. This includes, but is not limited to, the conspiracy to perpetrate sexual violence
14 against Plaintiffs and other young female students of Defendant SVUSD.

15 15. Whenever reference is made to "Defendants" in this Complaint, such allegation shall
16 be deemed to mean the acts of Defendants acting individually, jointly, and/or severally.

17 **GENERAL FACTUAL ALLEGATIONS**

18 16. MVHS opened its doors in 1966 and lauds itself as one of Southern California's
19 premier high schools. MVHS is known for its Visual and Performing Arts Programs, and even
20 received recognition as a California Excellence in Arts Education Distinguished School in 2013.

21 17. Among MVHS' high-achieving arts programs, the Drama Program stands out. It has
22 received awards or recognition from the California Educational Theatre Association Festival, the
23 National Youth Arts Awards, the John Raitt Awards for Youth Program, the CAPPIES program, and
24 the RoleAbout Festival. Alumni of the Drama Program can be found in several productions on
25 Broadway, including in award-winning shows like Hamilton.

26 18. Despite its reputation of excellence, in reality the Drama Program is consumed by a
27 culture that perpetuates the systematic psychological, emotional, and sexual abuse of MVHS students.

1 This tradition of abuse was not only established by Jim and Kathy, but cultivated and ratified by
2 MVHS and SVUSD.

3 19. SVUSD first hired Kathy in 1992 as the drama teacher at MVHS. On information and
4 belief, Jim, who is Kathy's husband, was hired shortly thereafter as a substitute teacher for SVUSD.
5 Kathy, with the assistance of Jim, took an unknown Drama Program and reformed it into a pathway
6 to colleges and beyond. On information and belief, Kathy endeared herself to influential members of
7 SVUSD because of the esteem, and related funding, her Drama Program attracted. On information
8 and belief, her efforts and success with the Drama Program allowed Kathy to increase her own
9 authority and autonomy within SVUSD.

10 20. During her tenure as an MVHS drama teacher, Kathy was hired as the Chairperson for
11 the prestigious CAPPIES Awards in Orange County. This position provided Kathy with unique
12 insight into the standards necessary to bring her program at MVHS to the next level. Kathy used this
13 insight to mold the Drama Program into a program that consistently excelled in numerous CAPPIES
14 Awards categories, thereby further increasing her authority and autonomy within SVUSD.
15 Unfortunately, Kathy used this authority to create a toxic, abusive environment for students while
16 SVUSD protected the success of the program at all costs.

17 21. Jim was initially hired as a substitute teacher at both MVHS and another high school
18 in the same district, El Toro High School. In his spare time, Jim would volunteer within the MVHS
19 Drama Program, serving as a set designer and technical director for various performances. This
20 involvement gave Jim daily, unfettered access to minor girls in the Drama Program.

21 **I. Plaintiffs Enroll in MVHS's Distinguished Drama Program Only to Face Immediate**
22 **Sexual Grooming By Jim.**

23 22. In 1994, both Yara and Jane Doe began attending classes at MVHS. In the Fall of
24 1995, one of Yara's friends, STUDENT 1, encouraged Yara to take Kathy's drama class as an
25 elective.

26 23. Yara quickly fell in love with Kathy's drama class, and she began immersing herself
27 in every aspect of the Drama Program. This included taking after school programs for credit, enrolling
28

1 in every drama class MVHS offered, participating in every play and musical she could, and eventually
2 becoming a board member of the MVHS drama club.

3 24. During the Fall of 1995, Jim and Kathy manipulated Yara into believing she could
4 trust them. As an example, STUDENT 1 was close with the Jim and Kathy as a result of her work
5 with them the year before. Because of her friendship with STUDENT 1, Kathy began to single Yara
6 out for special treatment during drama class. Yara slowly began opening up to Jim and Kathy
7 regarding her difficult home life and how the Drama Program was her safe haven.

8 25. Jim was frequently on campus during the drama classes, working on building sets and
9 further interacting with the students. On information and belief, after noticing Yara's vulnerabilities,
10 Jim began targeting Yara for sexual grooming. He utilized his position within the Drama Program to
11 befriend Yara and exploit her trust.

12 26. Kathy would often treat her students coldly, and Jim took advantage of Kathy's
13 behavior. In contrast to his wife, Jim portrayed himself as warm and friendly. He would frequently
14 hug Yara and STUDENT 1. In fact, to this day, Yara recalls the distinct smell of Jim's coffee and
15 Nicorette gum that would envelop her when Jim hugged her.

16 27. During the Fall semester of 1995, Yara would often eat lunch or spend morning snack
17 breaks in the drama room with Jim and Kathy. Also, Yara and STUDENT 1 spent countless hours at
18 Jim and Kathy's home, watching movies and eating dinner with them. Jim and Kathy would also
19 invite Yara and STUDENT 1 to the beach, to the movies, and on other outings around Mission Viejo.

20 28. On information and belief, Kathy capitalized on her status as the drama teacher and
21 her reputation in the Orange County theatre community. On information and belief, Kathy used her
22 prominence to establish authority over Yara and other students. Yara feared that terminating her close
23 connection with Jim and Kathy would result in an inability to pursue her dream of acting.

24 29. As part of the Drama Program, each class participated in at least one production each
25 year. During the spring semester, the Drama Program orchestrated an annual musical with open
26 auditions for all MVHS students. In the spring of 1996, both Plaintiffs decided to try out for, and
27 were later offered roles in, the Spring Musical "Hello, Dolly!" Though Yara and Jane Doe had known
28

1 each other since 4th grade, they quickly became much closer friends as a result of their work on this
2 musical.

3 30. Like Yara, Jane Doe was soon targeted for sexual grooming by Jim as well. Jane Doe
4 was invited to spend time at Jim and Kathy's home on a regular basis, and was invited to other
5 activities, such as performing arts events and trips to the beach.

6 31. As Yara and Jane Doe's preparation for the performance of "Hello, Dolly!"
7 progressed, Jim likewise escalated his grooming of both Plaintiffs. He became overly friendly with
8 the girls and created a sense of normalcy in his physical touch by routinely hugging and caressing
9 them. Jim was flirtatious and physical in plain view of other students, faculty, staff, teachers, and
10 administrators.

11 **II. Jim's Grooming of Both Plaintiffs Escalates into More Extreme Forms of Sexual**
12 **Assault.**

13 32. Backstage in the MVHS Auditorium, there were two classrooms that served as the
14 drama classroom and the choir classroom during school hours. During dress rehearsals and
15 productions, however, the drama room was converted into the girls' dressing room while the choir
16 room was converted into the boys' dressing room. On information and belief, the backstage rules of
17 the Drama Program prevented people of opposite gender from entering each other's respective
18 dressing rooms. Jim, however, could often be found loitering in the girls' dressing room, and taking
19 video recordings and photographs as the girls were actively undressing.

20 33. As part of his uncontrolled and unsupervised, behind the scenes access, Jim would
21 often isolate Yara and offer her back massages in the drama room. Jim would rub Yara's back under
22 her clothes, and slowly wrap his hands around her waist to massage her stomach.

23 34. These massages unfortunately escalated to repeated instances of Jim reaching around
24 Yara and grabbing and fondling her breasts. These assaults occurred on campus. On several
25 occasions, Kathy walked in on these assaults and witnessed Jim in a compromising position. When
26 Kathy would walk in, Jim would quickly pull his hands out and re-adjust Yara's shirt to cover her
27 breasts. At times, Kathy would shake her head and look at Jim and Yara with disgust. On other
28 occasions, Kathy would shake her head and leave the room, allowing Jim to continue the assault.

1 35. While exerting control over Yara through the spring production, and during the
2 ongoing and escalating grooming and abuse, both Jim and Kathy encouraged Yara to spend more
3 time at their home and to lie to her parents about her whereabouts. For approximately 3 weeks during
4 the spring semester of 1996, Yara even lived with Jim and Kathy in their home. During these three
5 weeks, Jim's sexual abuse of Yara escalated in severity.

6 36. While Yara stayed in the guest bedroom, Jim would invite himself into her bed during
7 the evening, and often remained in her bed for hours. Jim would position himself under the covers
8 with Yara. On some occasions, Jim would massage her as she lay on top of the covers. As part of
9 these encounters, Jim would ask Yara questions about her sex life, complain about Kathy, and discuss
10 his own sex life. Kathy was fully aware of what was taking place, as she would often call for Jim to
11 return to the marital bedroom.

12 37. Jim repeatedly sexually assaulted Yara while in his home. Jim massaged and groped
13 Yara's breasts and frequently kissed the back of her neck. Jim would forcibly position Yara to sit on
14 his lap and rub her buttocks against his erection, even directing her on how to reposition herself.

15 38. On another occasion, Yara was watching a movie with Jim and Kathy. Kathy had
16 fallen asleep to the left of Jim, while Yara dozed off on Jim's right side. Yara recalls Jim massaging
17 her arm, then her side, and then Jim crept his hand lower onto her stomach toward her waistline. Yara
18 was now wide-awake, but kept her eyes closed. She shifted, subtly pushing Jim's hand away from
19 her waistband. However, Jim was not deterred. He pushed his hand into her pants and under her
20 underwear. He began fondling her genitals. Horrifically, Jim digitally penetrated Yara as she was
21 frozen in fear.

22 39. Jim continued to assault Yara on countless occasions on the MVHS campus through
23 the end of the 1995-1996 school year.

24 40. Jim's predatory behavior towards Yara and Jane Doe took many forms. As another
25 example, during the summer of 1996, Yara and Jane Doe continued to spend time at Jim and Kathy's
26 house. While there, Jim would frequently film Jane Doe and Yara. On one occasion, Jim even showed
27 Yara the video he took zooming in on her mouth. When Yara and Jane Doe asked Jim to turn off the
28 camera, he would verbally agree, but would continue to record them without their permission. Instead

1 of honoring their request, Jim covered the light that indicated the camera was recording. When Yara
2 and Jane Doe again asked him to stop recording them, Jim began hiding the camera around the house,
3 in the multimedia cabinet or in various house plants he owned, so that he could discreetly record the
4 girls without their permission.

5 41. On at least one occasion, during the summer of 1996, when Yara and Jane Doe were
6 only 16 years old, Jim secretly filmed Plaintiffs while they removed their clothing, until they were
7 only wearing their bathing suits. Jim even took still photographs, focusing in on Yara and Jane Doe's
8 legs and buttocks. Unbeknownst to Plaintiffs at the time, Jim stored these images on his computer in
9 a file that contained other pornographic images.

10 42. Later that summer, Yara's parents sent her to Switzerland to stay with her aunt.
11 Throughout the trip to Switzerland, Jim wrote Yara numerous letters, reminding her how much he
12 and Kathy loved her.

13 43. After returning home from Switzerland, Yara and Jane Doe began their junior year at
14 MVHS. Yara signed up for an Advanced Drama class with Kathy, enabling Jim to resume his contact
15 and sexual assaults on campus.

16 44. Meanwhile, Jim also began spending more time grooming Jane Doe. Jim began asking
17 Jane Doe questions about herself and telling her about his personal life. Throughout these
18 conversations, Jim would remind Jane Doe how much he cared about her and told her that she was
19 "part of the family." As a result of his grooming and manipulation, Jane Doe would confide in Jim as
20 she mistakenly viewed him as a trusted mentor.

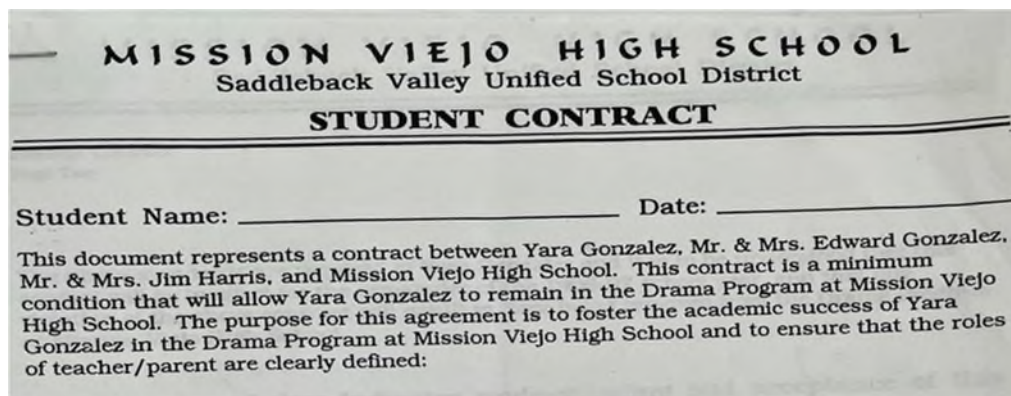
21 **III. Jim's Misconduct is Reported to MVHS, but School Leadership Unfortunately**
22 **Responded by Blaming the Victim.**

23 45. During the Fall or Winter of 1996, Yara's parents found her diary and several letters
24 Jim wrote to Yara. Her parents promptly went to the administration at MVHS and requested a meeting
25 with Principal Duffy Clark to discuss Jim and Kathy's inappropriate behavior.

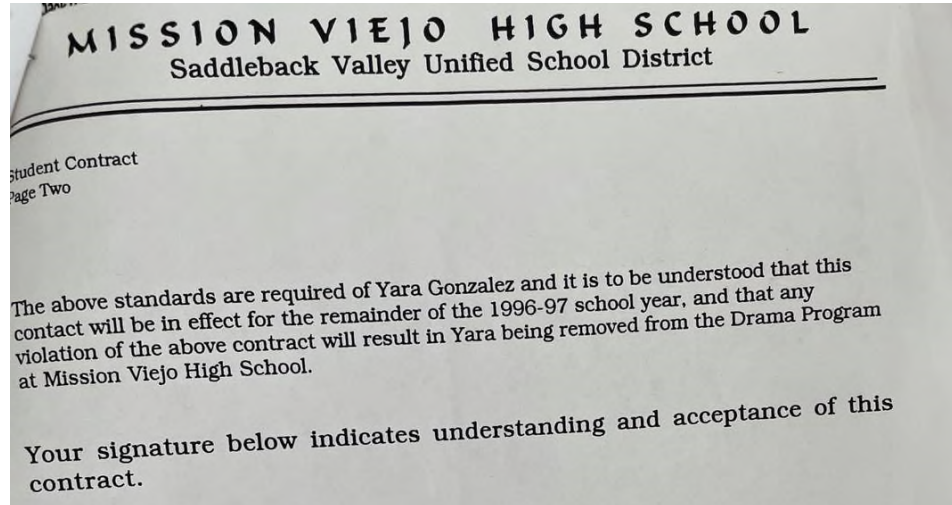
26 46. During the meeting, rather than address the obvious wrongdoing by Jim and Kathy,
27 the administration at MVHS admonished Yara. Indeed, at the conclusion of the meeting, MVHS
28

1 attempted to force Yara and her parents to sign a contract wherein Yara agreed to limit her contact
2 with Jim and Kathy.

3 47. The contract, written on MVHS letterhead, intended to: (1) prevent Yara from having
4 contact with Jim; (2) prevent contact between Yara and Kathy after class except for specific drama
5 events; (3) prevent telephone contact between Yara and Jim or Kathy; (4) require Kathy to notify
6 Yara's parents if Yara contacted them about any issue other than specific school related subjects; (5)
7 require Kathy to notify Yara's parents in writing if Yara was to participate in a special drama activity
8 during the school day; and (6) prevent Yara from participating in any MVHS drama activity outside
9 of school unless one of her parents was in attendance.



18 48. Incredibly, the contract was designed to shift blame to Yara, even though she was
19 being sexually abused by an adult pedophile. Rather than focusing on the inappropriate conduct of
20 the teachers paid to educate and protect Yara, the contract threatened to remove Yara from the
21 Drama Program she loved if there was a violation.



49. The contract was never executed, however, as Jim and Kathy refused to sign the agreement. Shockingly, MVHS failed and refused to take any action against Jim or Kathy. MVHS recklessly disregarded the safety of its students in favor of a sexual predator, which only emboldened their misconduct. On information and belief, despite the clear suggestion of misconduct, neither Principal Clark nor Kathy nor any other administrator at MVHS complied with their obligations as mandatory reporters.

50. As a direct result of SVUSD and MVHS's failure to act after actual knowledge of Jim's misconduct, Jim continued to sexually assault Yara throughout her junior year.

IV. After Failing to Remove Jim and Kathy from the School, Jim Continues His Abuse Toward Jane Doe.

51. During Jane Doe's junior and senior years, Jim began isolating Jane Doe and offering her back massages in the drama room on the MVHS campus. During these massages, as he did with Yara, Jim started by rubbing Jane Doe's back and with each massage, gradually worked his way under her clothes, around her waist, and up to her bra line.

52. Just as she did with Yara, Kathy walked in on these massages on multiple occasions. Kathy would simply shake her head and leave the room, choosing to ignore her husband's sexual abuse of her students. By doing so, Kathy failed to comply with her legal obligations as a mandatory reporter.

53. In November of 1997, Jim began escalating his abuse of Jane Doe. Despite SVUSD having knowledge of Jim's abuse of Yara, Jim was still allowed to act as a chaperone on various

1 Drama Program trips. During one such trip, Jane Doe was lying on a bench seat in the school bus. As
2 she was lying there, Jim began caressing Jane Doe's face, neck, and head.

3 54. Jane Doe and Yara graduated from MVHS in June of 1998. While Yara left the country
4 to work as an *au pair* in London, Jane Doe began working closely with Jim and Kathy. She was hired
5 as an independent contractor for MVHS.

6 55. In that role, Jane Doe joined the Drama Program on a trip to London. The Drama
7 Program frequently took students on week-long trips to locations such as New York, London, and
8 Greece. During this trip, Jim sat next to Jane Doe on the train ride between London and Paris. At one
9 point during the train ride, Jim wrapped his arm around Jane Doe and massaged Jane Doe's back and
10 stomach, allowing his fingers to graze her bra line in plain view of students, teachers, and other
11 MVHS staff and volunteers.

12 56. Later, during that same trip to London and while on a bus ride, Jim forcibly groped
13 Jane Doe's genitalia. Jim's assault began with the caress of Jane Doe's leg, but his hand crept higher
14 up Jane Doe's leg until his hand reached her inner thigh. Jim pushed forward, attempting to touch
15 Jane Doe's genitals. Jane Doe pushed him away, but he persisted until his fingers touch her inner
16 groin.

17 **V. Yara and Jane Doe Report Jim's Sexual Assaults to SVUSD for a Second Time.**

18 57. On December 31, 2000, Jane Doe attended a New Year's Eve Party at Jim and Kathy's
19 home. Because Jane Doe worked closely with Jim and Kathy, she would frequently use Jim's
20 computer to work on the MVHS Drama Program website. That night, having tired of the New Year's
21 festivities, Jane Doe went upstairs and began to work on Jim's computer. Jane Doe discovered a
22 folder on Jim's computer filled with pornographic images of young females, including photos of Jane
23 Doe and Yara.

24 58. Within a few days of discovering the images, Yara and Jane Doe confronted Jim and
25 Kathy. During the conversation, Jim admitted, in front of Kathy, to touching Plaintiffs. Jim and Kathy
26 also indicated that this was not the first time Jim had engaged in misconduct with a minor. On
27 information and belief, Jim has previously sexually assaulted and harassed minor girls while he and
28 Kathy lived in Pennsylvania.

1 59. On April 24, 2001, Jane Doe sent a letter to Assistant Superintendent Jennifer Huff
2 describing in detail the abuse Jane Doe had suffered at the hands of Jim. In this letter, she requested
3 that Jim be terminated as an employee of SVUSD, that sexual harassment be listed as the reason for
4 his termination, and that Jim not be permitted to attend field trips or school-sponsored events. Since
5 nothing was immediately done, Jane Doe also sent the letter on June 15, 2001 to Toby Thurlow, the
6 Assistant Principal at Mission Viejo High School.

7 60. However, these letters proved fruitless. Despite multiple reports of years of
8 misconduct and abuse, neither Jim or Kathy were admonished, disciplined, removed from campus,
9 or reported to law enforcement.

10 61. On October 1, 2001, Principal Marilyn McDowell finally responded to Jane Doe's
11 letter, claiming to have interviewed Jim and Kathy. Instead of addressing the clear pattern of sexual
12 abuse, Principal McDowell gaslighted Jane Doe, insisting that Jim's actions were innocent signs of
13 affection. Unbelievably, Principal McDowell indicated that Jim was "devastated that [Jane Doe had]
14 now decided that he did not treat [Jane Doe] appropriately both as a student and for the 2+ years after
15 [Jane Doe] graduated that [Jane Doe] spent time in their home." Principal McDowell ignored
16 evidence of grooming and childhood sexual abuse, and instead informed Jane Doe that Jim's intent
17 was to give Jane Doe a "caring and loving shoulder to cry on."

18 62. In a horrifying letter to a survivor of childhood sexual assault, Principal McDowell
19 listed her findings as follows:
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1 With all of this taken into consideration, my conclusions and recommendations
2 are the following:

- 3 1. Mr. Harris is sincere about his intentions toward you to "care and comfort";
- 4 2. Mr. Harris was overly physical with you as a student, leaving himself open for
5 questions about his intent;
- 6 3. Mr. Harris used poor judgment in having the pictures in his computer or even
7 making them in the first place;
- 8 4. I recommend that Mr. Harris keep student-teacher relationships on a purely
9 professional basis;
- 10 5. I recommend that Mr. Harris continue to be a substitute teacher and work for the
11 drama program with the stipulation that student relationships are friendly but not
12 physical, i.e. no back rubs, foot rubs, or head massages.

13 Attached is a copy of the District Policy on Sexual Harassment for your further review.

14 Sincerely,

15 

16 Marilyn McDowell
17 Principal

18 cc: Jennifer Huff, Assistant Superintendent, Personnel Services
19 Jim Harris

20 63. Repeating its pattern of blaming and punishing students who are survivors of
21 childhood sexual assault, MVHS decided to end Jane Doe's employment as an independent
22 contractor.

23 64. Refusing to be silenced, on February 21, 2002, Yara reported Jim's sexual assaults to
24 the Orange County Sheriff's Department.

25 65. Despite being ignored by the leaders of MVHS, Plaintiffs continued in their efforts to
26 remove Jim from the school. In 2005, Yara confronted the Director of Personnel at SVUSD, about
27 Jim's sexual abuse. As a direct result, SVUSD re-opened Jane Doe's 2001 complaint to the school
28 district.

66. As a result of this investigation, the Director of Personnel at SVUSD fired Jim from
his position as a substitute teacher at SVUSD.

67. Thereafter, Yara also filed a complaint with the California Commission on Teacher
Credentialing ("CTC"), seeking to have Jim's teaching credentials revoked. During this process, the
Director of Personnel at SVUSD reached out to Jane Doe to request an affidavit to submit to the CTC.
Based on Jane Doe's affidavit regarding some of the sexual abuse she suffered and the Director of
Personnel at SVUSD's recommendation, the CTC revoked Jim's certification documents pursuant to
California Education Code sections 44421 and 44345 in November of 2007.

1 **VI. Despite Firing Jim, SVUSD Negligently Continued to Allow Jim Access to Minor**
2 **Students.**

3 68. Despite being fired and having his credentials revoked, Jim remained active in
4 volunteering with the Drama Program. On information and belief, he continued to participate in set
5 building and taking photographs of MVHS students.

6 69. From approximately 2007 or 2008 forward, Jim engaged in countless forms of
7 inappropriate misconduct. He publicly recruited MVHS students to star in plays he was directing off
8 campus, and used the MVHS Auditorium to rehearse. Jim continued to venture into the girls' dressing
9 room and took photographs of minor female students in various stages of undress. On one occasion,
10 Jim showed two young female students in the Drama Program a pornographic image of two young
11 girls who looked to be minors, posing naked with their legs spread apart.

12 70. Despite being fired years before for inappropriate behavior towards female students,
13 Jim was even featured in MVHS's yearbook in 2013, posing with three minor girls. Simply put,
14 SVUSD failed to prevent Jim from having access to its students.

15 71. After noticing that Jim was still an active part of the MVHS Drama Program, Yara
16 once again confronted SVUSD at a school board meeting on September 8, 2016 in an effort to prevent
17 Jim from victimizing other minors. SVUSD unfortunately failed to address Yara's concerns publicly.
18 Even in 2016, when a complaint was made by parents of another student involved in the Drama
19 Program that Jim was entering the girls' dressing rooms, nothing was done to protect students from
20 Jim's predatory behavior.

21 72. As of 2022, Kathy is still a teacher at MVHS, seemingly protected from discipline as
22 a result of SVUSD's desire to maintain its prestigious Drama Program.

23 **VII. The District Was Negligent in Its Duties to Plaintiffs and Repeatedly Ratified Jim and**
24 **Kathy's Misconduct**

25 73. Yara did not, and was unable to, give free or voluntary consent to the sexual acts
26 perpetrated against her by Jim as she was a minor child at the time of the assaults alleged herein.

27 74. Jane Doe did not, and was unable to, give free or voluntary consent to the sexual acts
28 perpetrated against her by Jim because: (1) she was a minor child at the time of the grooming and

1 assaults; (2) the sexual assaults that continued into her adulthood were a direct result, and a mere
2 continuation, of Jim and Kathy's course of conduct of grooming, manipulating, and abusing the then-
3 underage Jane Doe; and (3) Jim and Kathy abused Jane Doe's trust, exploited their status in the theatre
4 community, and manipulated Jane Doe at a young age so as to deprive her of the ability freely or
5 meaningfully consent to the sexual abuse at issue.

6 75. The sexual acts perpetrated upon Plaintiffs constitute child sexual assault as defined
7 by California Code of Civil Procedure Section 340.1, as modified by Assembly Bill 218, and were a
8 violation of the California Penal Code, including, but not limited to, Penal Code Sections 226j, 289,
9 311.4(d)(1) and 647.6.

10 76. As set forth herein, Jim was an adult male employed by SVUSD as a substitute teacher
11 at MVHS. In such capacity, Jim was under the direct supervision, employ, agency, and control of
12 SVUSD and DOES 4-10. Therefore, SVUSD had a special relationship with Jim, and thus a duty to
13 warn and protect Plaintiffs from harm by Jim.

14 77. At all times relevant herein, Jim's duties and responsibilities with SVUSD included,
15 in part, providing for the supervision, counseling, advisory, educational, and emotional needs and
16 well-being of the students of MVHS.

17 78. At all times relevant herein, Jim was under the direct supervision, agency, and control
18 of Defendants because the SVUSD administration allowed him to serve as an agent and volunteer of
19 the MVHS Drama Program.

20 79. At all times relevant hereto, Kathy was an adult female employed by SVUSD as a
21 teacher at MVHS. In such capacity, Kathy was under the direct supervision, employ, agency, and
22 control of SVUSD and DOES 4-10. Therefore, SVUSD had a special relationship with Kathy, and
23 thus a duty to warn and protect Plaintiffs from harm by Kathy. Kathy's duties and responsibilities
24 with SVUSD included, in part, providing for the supervision, counseling, advisory, educational, and
25 emotional needs and well-being of the students of MVHS. In her capacity as a teacher of the MVHS
26 Drama Program, and an employee of SVUSD, Kathy enlisted Jim to build sets, take pictures, and
27 help with everyday tasks for the MVHS Drama Program.

1 80. Plaintiffs are informed and believe, and thereon allege, that at all times relevant herein,
2 SVUSD owned, operated, maintained, controlled, and staffed MVHS. SVUSD promoted MVHS as
3 a safe place where its students could obtain a quality and safe education.

4 81. Plaintiffs are informed and believe, and thereon allege, that in hiring Jim and Kathy
5 as a teacher and substitute teacher, respectively, SVUSD gave Jim and Kathy full power, control, and
6 authority to provide teaching, mentoring, and/or counseling services to students. By continuing to
7 employ Jim and Kathy, SVUSD held Jim and Kathy out to be professional and safe teachers.
8 Moreover, by allowing Jim to volunteer and be a part of the MVHS Drama Program, SVUSD held
9 him out to be safe and professional.

10 82. As a teacher and a substitute teacher, and with the endorsement of SVUSD, Jim and
11 Kathy stood in positions of power, respect, confidence, trust, and authority among Plaintiffs and
12 numerous other minor students. Defendants lodged with Jim and Kathy the color of authority, through
13 which they were able to influence, direct, and assault Plaintiffs, and to act illegally, unreasonably,
14 and without respect for the person and safety of Plaintiffs.

15 83. At all times relevant hereto, SVUSD was responsible for the supervision of its
16 employees' and agents' activities, including those of Jim and Kathy, and assumed responsibility for
17 the well-being of the minors in its care, including Plaintiffs.

18 84. Additionally, as minor children under the custody, care, and control of Defendants,
19 Defendants stood *in loco parentis* with respect to Plaintiffs while they attended class, other
20 educational and extracurricular activities, and other school-related functions associated with MVHS.
21 As the responsible party and/or employer controlling Jim and Kathy, SVUSD also was in a special
22 relationship with Plaintiffs and owed special duties to Plaintiffs.

23 85. Prior to and during the sexual harassment, molestation, and assault of Plaintiffs,
24 SVUSD knew or should have known, or was otherwise on notice, that Jim and Kathy had violated
25 their role as teachers and used their position of authority and trust acting on behalf of SVUSD to gain
26 access to children, including Plaintiffs, on and off SVUSD's facilities and grounds, which Jim used
27 to inappropriately touch, molest, abuse, and assault Plaintiffs.

1 86. SVUSD is liable both directly and as a result of vicarious liability for the failure of its
2 administrative staff to reasonably supervise its employees. *See C.A. v. Williams S. Hart Union High*
3 *School Dist.* (2012) 53 Cal.4th 861, 868.

4 87. It simply cannot be disputed under California law that a special relationship and
5 heightened duty extended to Plaintiffs in these circumstances. “A special relationship is formed
6 between a school district and its students resulting in the imposition of an affirmative duty on the
7 school district to take all reasonable steps to protect its students.” *See M.W. v. Panama Buena Vista*
8 *Union School Dist.* (2003) 110 Cal. App. 4th 508, 517, 520.

9 88. Pursuant to the inquiry notice standards applicable to this situation “[i]t is not
10 necessary to prove that the very injury which occurred must have been foreseeable by the school
11 authorities in order to establish that their failure to provide additional safeguards constituted
12 negligence. Their negligence is established if a reasonably prudent person would foresee that injuries
13 of the same general type would be likely to happen in the absence of such safeguards.” *J.H. v. Los*
14 *Angeles Unified School Dist.* (2010) 183 Cal. App.4th 123, 146. Furthermore, it is well-settled that
15 “[f]oreseeability is determined in light of all the circumstances and does not require prior identical
16 events or injuries.” *M.W., supra*, 110 Cal. App 4th at 516.

17 89. Specific acts of grooming, in and of themselves, may constitute sexual assault. Cal.
18 Penal Code § 647.6. It is also foreseeable to SVUSD that Jim and Kathy’s grooming behaviors could
19 lead to more severe acts of sexual assault if unchecked. This is particularly true in light of the specific
20 grooming that took place in this case.

21 90. SVUSD had inquiry notice of the risks presented by both Jim and Kathy, as alleged
22 herein, and had special relationships with Jim, Kathy, and Plaintiffs that required it to warn and
23 protect Plaintiffs from the abuse by Jim and Kathy.

24 91. Defendants had a duty to disclose these facts to Plaintiffs, their parents, and others,
25 but negligently and/or intentionally suppressed, concealed, or failed to disclose this information for
26 the express purpose of maintaining Kathy’s image as an ethical, wholesome, safe, and trusted teacher
27 and K-12 Visual and Performing Arts Coordinator. The duty to disclose this information arose from
28

1 the special, trusting, confidential, fiduciary, and *in loco parentis* relationship between Defendants and
2 Plaintiffs.

3 92. On information and belief, Defendants ratified and authorized Jim and Kathy's sexual
4 assaults of Plaintiffs by (1) failing to properly investigate Jim and Kathy and the numerous instances
5 of behavior that clearly raised red flags; (2) failing to supervise and/or stop Jim and Kathy from
6 committing wrongful sexual acts with minor children; (3) actively shielding Jim and Kathy from
7 responsibility for their sexual assaults of Plaintiffs in an effort to protect the Drama Program; (4)
8 allowing Kathy to facilitate Jim becoming a volunteer and agent of the MVHS Drama Program; (5)
9 allowing both Jim and Kathy to groom and yield authority over minor students on and off campus;
10 (6) failing to acknowledge the existence of complaints of sexual assault against Jim and Kathy; (7)
11 failing to report such complaints to civil or criminal authorities; (8) failing to take reasonable steps
12 or implement reasonable safeguards to protect Plaintiffs and other minor children in their charge from
13 the risk of sexual assault, harassment, and molestation, including by failing to enact or follow
14 adequate policies and procedures or failing to ensure their policies and procedures were followed; (8)
15 failing to properly warn, train or educate SVUSD's staff members about how to spot red flags in other
16 staff members' behavior with minor students; (9) failing to immediately terminate both Jim and
17 Kathy's employment with SVUSD upon the presentation of complaints to SVUSD; and (10) holding
18 out Kathy to the SVUSD community at large as being in good standing and trustworthy as a person
19 of stature and integrity despite knowledge that she was facilitating or at least not preventing Jim's
20 sexual harassment and abuse of Plaintiffs.

21 93. As a direct and proximate result of Plaintiffs' sexual assault by Jim and Kathy, which
22 was enabled and facilitated by SVUSD including the resulting cover-up, Plaintiffs have suffered
23 injury, all to Plaintiffs' general, special, and consequential damage in an amount to be proven at trial,
24 but in no event less than the minimum jurisdictional amount of this Court.

1 **FIRST CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(Against SVUSD; Kathy; and DOES 4-10)**

4 94. Plaintiffs repeat, re-allege and incorporate herein by reference all consistent
5 paragraphs of this Complaint as if fully set forth herein.

6 95. Pursuant to California Government Code section 815.2, SVUSD is liable for injuries
7 proximately caused by the acts or omissions of its employees, agents, servants and/or joint venturers,
8 where such acts or omissions were within the course and scope of employment.

9 96. Defendants' conduct, actions, and omissions served to create an environment in which
10 Jim was afforded years of continuous access to minor children, including Plaintiffs, who were
11 sexually abused, molested and assaulted by Jim. It also created an environment in which Kathy was
12 given the opportunity to make Plaintiffs, her students, available to Jim for the purpose of Jim's
13 perversions. As set forth herein, other teachers, staff, and administration failed to act so as to protect
14 students from obviously troubling and improper behavior that endangered countless minor students.

15 97. Compulsory education laws create a special relationship between students and
16 Defendants, and students have a constitutional guarantee to a safe, secure, and peaceful school
17 environment. Defendants failed to acknowledge and correct unsafe conditions and red flags in Jim's
18 behavior, and therefore failed to guarantee safe surroundings in an environment in which Plaintiffs
19 were not free to leave. Because of the special relationship with Plaintiffs, SVUSD had a duty to
20 protect them from peril.

21 98. As is set forth herein, Defendants have failed to uphold numerous mandatory duties
22 imposed upon them by state and federal law, and by written policies and procedures applicable to
23 Defendants, including, but not limited to, the following: (1) duty to use reasonable care to protect
24 students from known or foreseeable dangers; (2) duty to protect students and staff and provide
25 adequate supervision; (3) duty to supervise faculty and students and enforce rules and regulations
26 prescribed for schools in an effort to create appropriate conditions conducive to learning; (4) duty to
27 act promptly and diligently and not ignore or minimize problems; (5) duty to warn Plaintiffs and other
28

1 students of potential harm; and (6) duty to refrain from violating Plaintiffs' right to protection from
2 bodily restraint or harm.

3 99. Defendants had and have a duty to protect students, including Plaintiffs, who were
4 entrusted to Defendants' care. Defendants owed Plaintiffs, as minors at the time, a special duty of
5 care, in addition to a duty of ordinary care, and owed Plaintiffs the higher duty of care that adults
6 dealing with minors owe to protect them from harm. Defendants were required, but failed, to provide
7 adequate supervision and failed to be properly vigilant in ensuring that such supervision was
8 sufficient to ensure the safety of Plaintiffs and others.

9 100. Defendants were required but failed to exercise careful supervision of the moral
10 conditions in their school. This duty extended beyond the classroom. Defendants had a duty to put
11 rules and regulations in place to protect their students from the possibility of childhood sexual abuse
12 at the hands of SVUSD's teachers, staff, employees, and volunteers, regardless of the location of the
13 abuse itself. Instead SVUSD turned a blind eye to the sexual exploitation of minors under its care by
14 its employees.

15 101. Defendants had a duty to and failed to adequately train and supervise all counselors,
16 advisors, teachers, administrators, mentors and staff to create a positive, safe, and educational
17 environment. Such specific obligations include training to perceive, report and stop inappropriate
18 conduct with minors by other members of the staff, employees, and volunteers. Defendants owed
19 Plaintiffs a duty to institute reasonable measures to protect Plaintiffs and other minor children in their
20 charge from the risk of sexual assault, harassment and molestation by Jim by properly warning,
21 training, or educating SVUSD's staff members about how to spot red flags in other staff members',
22 employees', and volunteers' behavior with minor students.

23 102. As a substitute teacher, volunteer, and constant presence in the MVHS Drama
24 Program, Jim had unique access to, and held a position of authority among, students who were
25 attending SVUSD. As a teacher and coordinator of SVUSD's visual and performing arts program,
26 Kathy had unique access to, and held a position of authority among, students who were attending
27 MVHS and their families who either belonged to and attended SVUSD or approved of their minor
28 children doing so, like Plaintiffs' parents.

1 103. Defendants, by and through its agents, servants, and employees, knew or reasonably
2 should have known of Jim's sexually abusive and exploitative propensities and/or that both Jim and
3 Kathy were unfit agents. It was foreseeable that if Defendants did not adequately exercise or provide
4 the duty of care owed to minors in their care, the minors entrusted to Defendants' care would be
5 vulnerable to sexual assault by Jim.

6 104. Defendants breached their duty of care to Plaintiffs by (1) allowing Jim to come into
7 contact with Plaintiffs as minors without supervision; (2) by failing to properly investigate Jim and
8 the numerous instances of behavior that clearly raised red flags; (3) by failing to supervise and/or
9 stop Jim from committing wrongful sexual acts with minor children; (4) by shielding Jim from
10 responsibility for his sexual assaults of Plaintiffs; (5) by failing to inform or concealing from
11 Plaintiffs' parents, guardians, or law enforcement officials that Jim was or may have been sexually
12 abusing minors; (6) by holding out Jim and Kathy to the SVUSD community at large as being in good
13 standing and trustworthy as a person of stature and integrity; (8) by failing to take reasonable steps
14 or implementing reasonable safeguards to protect Plaintiffs and other minor children from the risk of
15 sexual assault, harassment, and molestation, including by failing to enact adequate policies and
16 procedures or failing to ensure their policies and procedures were followed; and (9) by failing to
17 properly warn, train or educate SVUSD's staff members about how to spot red flags in the behavior
18 of other staff members, employees, and volunteers.

19 105. As a direct and proximate result of Defendants' multiple and continuous breaches,
20 Plaintiffs have suffered injury, all to Plaintiffs' general, special, and consequential damage in an
21 amount to be proven at trial, but in no event less than the minimum jurisdictional amount of this
22 Court.

23 106. As a result of the above-described conduct, Plaintiffs have suffered and continue to
24 suffer emotional distress, physical manifestations of emotional distress, anxiety, a lost sense of trust,
25 and were prevented and will continue to be prevented from performing daily activities and obtaining
26 the full enjoyment of life, all in an amount exceeding the jurisdictional minimum of the Superior
27 Court according to proof at trial.

1 **SECOND CAUSE OF ACTION**

2 **NEGLIGENT SUPERVISION AND RETENTION**

3 **(Against SVUSD and DOES 4-10)**

4 107. Plaintiffs repeat, re-allege and incorporate herein by reference all consistent
5 paragraphs of this Complaint as if fully set forth herein.

6 108. Pursuant to California Government Code section 815.2, SVUSD is liable for injuries
7 proximately caused by the acts or omissions of its employees, agents, servants and/or joint venturers,
8 where such acts or omissions were within the course and scope of employment.

9 109. As an educational institution entrusted with the care of minors, where all students are
10 entrusted to the teachers, counselors, advisors, mentors, faculty members, volunteers and
11 administrators, SVUSD expressly and implicitly represented that these individuals, including Jim and
12 Kathy, were not a sexual threat to minors and others who would fall under Jim and Kathy's influence,
13 control, direction, and guidance.

14 110. It is well-settled that a school district, such as SVUSD, has a duty to supervise its
15 students and employees. Supervision requires more than simply the presence of staff or administration
16 on campus. It requires the knowledge and care as an institution as to the types of foreseeable harm
17 that a student may encounter, and protecting against those harms by establishing, implementing, and
18 enforcing adequate policies and procedures. Supervision requires adequate training, adequate staff,
19 and adequate involvement by staff and administration.

20 111. SVUSD failed to provide such supervision to the Plaintiffs by allowing Jim to be alone
21 with minor students in violation of its own policies and/or the applicable standard of care. SVUSD
22 failed to take reasonable measures to prevent the grooming and childhood sexual abuse of its students.

23 112. On information and belief, SVUSD did not have in place a system or procedure to
24 reasonably investigate, supervise and monitor teachers, employees, staff, and volunteers nor
25 safeguards designed to prevent sexual grooming and sexual abuse of children. Even if such
26 procedures existed on paper, SVUSD did not implement any system or procedure to oversee or
27 monitor conduct towards minors, students and others in its care during the time period at issue.
28

1 113. Once hired by SVUSD, Jim undertook to openly and obviously groom multiple
2 students, including Plaintiffs. It thus appears that school leadership, staff and employees were not
3 able to recognize the signs of grooming by Jim due to inappropriate training or lack thereof.

4 114. On information and belief, had school leadership and staff been trained to recognize
5 red flags associated with grooming, they would have undertaken to cease, report and stop the behavior
6 of Jim before Plaintiffs were actually sexually assaulted.

7 115. By the time Plaintiffs were sexually abused by Jim, SVUSD knew or should have
8 known of the ongoing grooming and abuse of Plaintiffs, but due to its lack of training, failed to
9 recognize those signs.

10 116. SVUSD was aware or should have been aware of its students' significant vulnerability
11 to sexual harassment, molestation and assault by mentors, advisors, teachers, counselors, employees,
12 staff, volunteers, and other persons of authority within SVUSD.

13 117. Defendants owed Plaintiffs a duty to provide reasonable supervision of Plaintiffs, Jim,
14 and Kathy; to use reasonable care in investigating Jim; and to provide adequate warning to Plaintiffs
15 and their families, and to families of other minor students who were entrusted to Jim and Kathy, of
16 Jim's sexually abusive and exploitative propensities and unfitness.

17 118. Defendants owed Plaintiffs a duty not to retain Jim or Kathy given their actions as
18 described herein, which Defendants knew, or should have known had they engaged in a meaningful
19 and adequate investigation of the allegations of sexual assault of Plaintiffs and other minor students
20 at SVUSD, or red flags in Jim's behavior.

21 119. Defendants failed to properly evaluate Jim and Kathy's conduct and performance as
22 employees of, or providers of services to Defendants, and failed to exercise the due diligence
23 incumbent upon employers to investigate employee misconduct, or to take appropriate disciplinary
24 action. Defendants negligently continued to retain Kathy in service as teacher and coordinator of
25 SVUSD's visual and performing arts program. Defendants negligently continued to retain Jim in
26 service as substitute teacher, volunteer, and constant presence in the MVHS Drama Program, which
27 enabled him to continue engaging in the sexually abusive and predatory behavior described herein.

120. As a direct and proximate result of Defendants' multiple and continuous breaches, Plaintiffs have suffered injury, all to Plaintiffs' general, special, and consequential damage in an amount to be proven at trial, but in no event less than the minimum jurisdictional amount of this Court.

121. As a result of the above-described conduct, Plaintiffs have suffered and continue to suffer emotional distress, physical manifestations of emotional distress, anxiety, a lost sense of trust, and were prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life, all in an amount exceeding the jurisdictional minimum of the Superior Court according to proof at trial.

THIRD CAUSE OF ACTION

NEGLIGENCE PER SE – IN VIOLATION OF CALIFORNIA PENAL CODE §§ 11164-11174.3

(Against SVUSD, Kathy and DOES 4-10)

122. Plaintiffs repeat, re-allege and incorporate herein by reference all consistent paragraphs of this Complaint as if fully set forth herein.

123. Pursuant to California's Child Abuse and Neglect Reporting Act found in California Penal Code §§ 11164-11174.3, multiple employees of SVUSD had a statutory duty to report to law enforcement any child abuse that they knew or reasonably suspected had occurred.

124. As alleged herein, multiple employees of SVUSD, including but not limited to Kathy, breached this statutory duty to Plaintiffs. As alleged herein, SVUSD's employees failed to report Jim's sexual abuse to law enforcement. These employees knew, or should have reasonably suspected, that Jim was committing acts of sexual abuse on minors, including the Plaintiffs.

125. Plaintiffs were members of the class of persons for whom the protection of the Child Abuse and Neglect Reporting Act was created. Plaintiffs were minor students of MVHS, a school in the State of California.

126. The Child Abuse and Neglect Reporting Act was created, amongst other reasons, for the protection of the health and welfare of members of the public. The emotional and psychological

1 trauma resulting from Jim's sexual abuse were the type of injuries that the Child Abuse and Neglect
2 Reporting Act were designed to prevent.

3 127. Accordingly, SVUSD's employees' violation of the duties prescribed under California
4 Penal Code §§ 11164-11174.3 constitute negligence per se.

5 128. As a result of the above-described conduct, Plaintiffs have suffered and continue to
6 suffer emotional distress, physical manifestations of emotional distress, anxiety, a lost sense of trust,
7 and were prevented and will continue to be prevented from performing daily activities and obtaining
8 the full enjoyment of life, and/or have incurred and and/or will continue to incur expenses for medical
9 and psychological treatment, therapy, and counseling.

10 **FOURTH CAUSE OF ACTION**

11 **SEXUAL HARASSMENT**

12 **(Against SVUSD; Jim; and DOES 4-10)**

13 129. Plaintiffs repeat, re-allege and incorporate herein by reference all consistent
14 paragraphs of this Complaint as if fully set forth herein.

15 130. Pursuant to California Government Code section 815.2, SVUSD is liable for injuries
16 proximately caused by the acts or omissions of its employees, agents, servants and/or joint venturers,
17 where such acts or omissions were within the course and scope of employment.

18 131. During Plaintiffs' time as minor students at SVUSD, Jim intentionally, recklessly, and
19 wantonly made sexual advances, solicitations, requests, and demands for sexual compliance of a
20 hostile nature based on Plaintiffs' gender that were unwelcome, pervasive, and severe. The sexual
21 harassment and assaults are described herein, but include inappropriately, massaging Plaintiffs,
22 groping Yara's breasts, digitally penetrating Yara's genitals, and taking photographs of Plaintiffs
23 while they were undressing.

24 132. These incidents of sexual assault occurred while Plaintiffs were under the control of
25 SVUSD and their agents, acting in their capacity as teachers, counselors, mentors, advisors, and
26 administrators on behalf of Defendants.

27 133. Because of Plaintiffs' relationships with Defendants and Plaintiffs' age of minority,
28 Plaintiffs were unable to terminate the relationship they had with Defendants.

1 134. After reaching the age of majority, Jane Doe was still unable to terminate her
2 relationship with SVUSD, as she was employed by SVUSD and had been sufficiently groomed and
3 manipulated by Jim when she was a minor.

4 135. Because of Jim's position of authority over Yara, physical seclusion of Yara, Yara's
5 mental and emotional state, and Yara's young age, Yara was unable to and did not give meaningful
6 consent to such acts.

7 136. Jane Doe did not, and was unable to, give free or voluntary consent to the sexual acts
8 perpetrated against her by Jim because: (1) she was a minor child at the time of the grooming and
9 assaults; (2) the sexual assaults that continued into her adulthood were a direct result, and a mere
10 continuation, of Jim's course of conduct of grooming, manipulating, and abusing the then-underage
11 Jane Doe; and (3) Jim exercised his authority as a teacher, Jane Doe's trust, and his status in the
12 theatre community over Jane Doe, utilizing Jane Doe's mental and emotional state, and Jane Doe's
13 young age, which did not allow Jane Doe to freely or meaningfully consent to his sexual abuse of
14 her.

15 137. Jim's sexual assaults of Jane Doe upon her reaching the age of majority were a
16 continued form of conduct stemming from his prurient transgressions against Jane Doe as a minor,
17 as described herein.

18 138. Even though SVUSD knew or should have known of these activities by Jim, SVUSD
19 did nothing to investigate, supervise, or monitor Jim to ensure the safety of minor children.

20 139. On information and belief, SVUSD ratified and authorized Jim's sexual assaults of
21 Plaintiffs by (1) failing to properly investigate Jim and the numerous instances of behavior that clearly
22 raised red flags of misconduct; (2) failing to supervise and/or stop Jim from committing wrongful
23 sexual acts with minor children; (3) actively shielding Jim from responsibility for his sexual assaults
24 of Plaintiffs in an effort to protect Kathy and the Drama Program; (4) allowing Kathy to facilitate Jim
25 becoming a volunteer and agent of the MVHS Drama Program; (5) allowing both Jim to groom and
26 yield authority over minor students on and off campus; (6) failing to acknowledge the existence of
27 complaints against Jim of sexual assault on Plaintiffs; (7) failing to report such complaints to civil or
28 criminal authorities; (8) failing to take reasonable steps or implement reasonable safeguards to protect

1 Plaintiffs and other minor children in their charge from the risk of sexual assault, harassment, and
2 molestation, including by failing to enact adequate policies and procedures or failing to ensure their
3 policies and procedures were followed; (9) failing to properly warn, train or educate SVUSD's staff
4 members about how to spot red flags in other staff members' behavior with minor students; (10)
5 failing to immediately terminate both Jim and Kathy's employment with SVUSD upon the filing of
6 complaints against Jim and Kathy; and (11) holding out Kathy to the SVUSD community at large as
7 being in good standing and trustworthy as a person of stature and integrity despite knowledge that
8 she was actively ignoring Jim's sexual harassment of Plaintiffs and other minor children.

9 140. Defendants' conduct (and the conduct of their agents) was a breach of their duties to
10 Plaintiffs.

11 141. As a result of the above-described conduct, Plaintiffs have suffered and continue to
12 suffer emotional distress, physical manifestations of emotional distress, anxiety, a lost sense of trust,
13 and were prevented and will continue to be prevented from performing daily activities and obtaining
14 the full enjoyment of life, all in an amount exceeding the jurisdictional minimum of the Superior
15 Court according to proof at trial.

16 142. In subjecting Plaintiffs to the wrongful treatment alleged herein, Jim acted willfully
17 and maliciously with the intent to harm Plaintiffs and in conscious disregard for Plaintiffs' rights so
18 as to constitute **malice and oppression** under Civil Code section 3294. Plaintiffs are therefore entitled
19 to the recovery of punitive damages in a sum to be shown according to proof at trial.

20 143. Plaintiffs also seek appropriate statutory penalties pursuant to section 52 of the Civil
21 Code.

22 **FIFTH CAUSE OF ACTION**

23 **SEXUAL BATTERY**

24 **(Against Defendant Jim)**

25 144. Plaintiffs repeat, re-allege and incorporate herein by reference all consistent
26 paragraphs of this Complaint as if fully set forth herein.

27 145. During Plaintiffs' time as minor students at SVUSD, Jim intentionally, recklessly, and
28 wantonly made sexual advances, solicitations, requests, and demands for sexual compliance of a

1 hostile nature based on Plaintiffs' gender that were unwelcome, pervasive, and severe. The specific
2 sexual harassment and assaults are described in detail herein.

3 146. Jim did the aforementioned acts with the intent to cause a harmful or offensive contact
4 with intimate parts of Plaintiffs' persons and would offend a reasonable sense of personal dignity.
5 Further, said acts did cause a harmful or offensive contact with intimate parts of Plaintiffs' person
6 that would offend a reasonable sense of personal dignity.

7 147. Because of Jim's position of authority over Yara, physical seclusion of Yara, Yara's
8 mental and emotional state, and Yara's young age, Yara was unable to and did not give meaningful
9 consent to such acts.

10 148. Jane Doe did not, and was unable to, give free or voluntary consent to the sexual acts
11 perpetrated against her by Jim because: (1) she was a minor child at the time of the grooming and
12 assaults; and (2) the sexual assaults that continued into her adulthood were a direct result, and a mere
13 continuation, of Jim's course of conduct of grooming, manipulating, and abusing her as a minor.

14 149. As a direct and proximate result of the above-described conduct, Plaintiffs have
15 suffered injury, all to Plaintiffs' general, special, and consequential damage in an amount to be proven
16 at trial, but in no event less than the minimum jurisdictional amount of this Court.

17 150. As a result of the above-described conduct, Plaintiffs have suffered and continue to
18 suffer emotional distress, physical manifestations of emotional distress, anxiety, a lost sense of trust,
19 and were prevented and will continue to be prevented from performing daily activities and obtaining
20 the full enjoyment of life, all in an amount exceeding the jurisdictional minimum of the Superior
21 Court according to proof at trial.

22 151. In subjecting Plaintiffs to the wrongful treatment alleged herein, Jim acted willfully
23 and maliciously with the intent to harm Plaintiffs and in conscious disregard for Plaintiffs' rights so
24 as to constitute malice and oppression under Civil Code section 3294. Plaintiffs are therefore entitled
25 to the recovery of punitive damages in a sum to be shown according to proof at trial.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs pray for the following relief against Defendants:

28 1. For past, present, and future general damages in an amount to be determined at trial;

- 1 2. For past, present, and future special damages, including but not limited economic
2 damages and others in an amount to be determined at trial;
3 3. Any appropriate statutory damages;
4 4. For cost of suit;
5 5. For interest as allowed by law;
6 6. For any appropriate punitive or exemplary damages as to Defendant Jim;
7 7. For attorney's fees pursuant to Code of Civil Procedure section 1021.5 and Civil Code
8 section 51.9(b), or otherwise as allowable by law; and
9 8. For such other and further relief as the Court may deem proper.

10 DATED: March 23, 2022

GREENBERG GROSS LLP

11
12 By: 

13 Deborah S. Mallgrave
14 Brian L. Williams
15 Bailee B. Pelham

Attorneys for Plaintiff

16 **DEMAND FOR JURY TRIAL**

17 Plaintiffs hereby demand a trial by jury in this action for any and all claims so triable.

18
19 DATED: March 23, 2022

GREENBERG GROSS LLP

20
21 By: 

22 Deborah S. Mallgrave
23 Brian L. Williams
24 Bailee B. Pelham

Attorneys for Plaintiff