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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11
12 JOHN DOE 1, JOHN DOE 2, and JOHN DOE 3

13 Plaintiffs,

14 vs.

15 EL SEGUNDO UNIFIED SCHOOL DISTRICT,
16 GEORGE HARRIS JR., AND DOES 1 through
17 500,

18 Defendants.

Case No.:

COMPLAINT FOR DAMAGES

JURY DEMAND

19
20 COME NOW PLAINTIFFS and allege as follows:

21
22 **GENERAL ALLEGATIONS AS TO THE PARTIES**

23 1. This action seeks to vindicate the rights of several male students who were sexually abused,
24 harassed, and molested at the hands of a serial sexual predator, Defendant George Harris Jr.
25 (hereinafter referred as, "HARRIS" or "THE PREDATOR"), while they were seeking training and
26 education in aquatic sports or regular high school curriculum at Defendant El Segundo Unified
27 School District (hereinafter referred to as, "DISTRICT"). This action being brought by JOHN
28 DOES 1 through 3 (hereinafter referred to as "PLAINTIFFS") arises due to incidents that occurred

1 while they were minors. As such, their full identities have been concealed from public court filings
2 in order to prevent those not directly involved in this action from learning their identities and
3 making their identities public. While they were students, PLAINTIFFS either participated in aquatic
4 sports training, regular high school instruction, or otherwise interacted with HARRIS through his
5 position as a coach and teacher with DISTRICT.

6 2. HARRIS used his position of trust and authority to repeatedly sexually harass and abuse his
7 students, including PLAINTIFFS, for nearly thirty years, by engaging in acts that include, but are
8 not limited to: inquiring about his students' teenage romances and sexual activities, including
9 whether they were still virgins; suggesting his students engage in specific sexual games and
10 activities with their girlfriends; making explicit requests for sexual activities from his students;
11 carrying on lengthy phone conversations to groom his students for future sexual abuse; serving his
12 students alcohol and marijuana at his private residence as a seduction technique; and engaging in
13 sex acts with his students, including but not limited to manual stimulation of genitalia to orgasm.
14 All of the foregoing acts served no legitimate educational purpose; were generated by an outgrowth
15 of his workplace responsibilities, conditions, or events; and were committed to satisfy HARRIS's
16 own prurient sexual desires.

17 3. Despite the fact that HARRIS repeatedly victimized numerous students, carried a reputation
18 for candidly expressing his own sexual interests and commentary out in the open on school
19 property, and engaged in sexual activity with students on campus, DISTRICT actively and
20 deliberately concealed HARRIS's sexual abuse of male students for decades, continuing to grant
21 HARRIS unfettered access to the young students in his and DISTRICT's care, all to protect
22 Defendant DISTRICT's reputation and reduce its liability.

23 **DEFENDANT GEORGE HARRIS JR.—THE PERPETRATOR**

24 4. HARRIS, at all times mentioned herein, was and is an adult male individual whom
25 PLAINTIFFS are informed and believe, and on that basis allege, lived in the state of California
26 during the period of time during which the sexual abuse, harassment and molestation alleged herein
27 took place, and is currently a citizen of the State of California.

28

1 5. PLAINTIFFS are informed and believe, and on that basis allege, that HARRIS graduated
2 from University of Southern California in 1974 and began his career in education at Chaffey High
3 School in Ontario, CA. HARRIS began working for Defendant DISTRICT in 1981 as a social
4 science instructor while coaching aquatic sports teams at the University of Southern California.
5 HARRIS then took on the role of water polo and swim team instructor at El Segundo High School
6 in 1991. HARRIS remained employed by Defendant DISTRICT until DISTRICT allowed him to
7 quietly leave in 2009, allegedly in connection with an unverified and undisclosed medical condition,
8 in a deliberate attempt to continue to conceal HARRIS's sexual abuse from the El Segundo
9 Community, law enforcement, and the public at large.

10 6. During his nearly thirty year employment with DISTRICT, PLAINTIFFS are informed and
11 believe, and on that basis allege, that HARRIS continually sexually harassed, abused and molested
12 numerous young male students, including PLAINTIFFS, through the use of his position, authority
13 and trust as an educator, sports instructor, and team builder. During the course of his employment at
14 DISTRICT schools, HARRIS displayed extreme favoritism by denying captain positions to those
15 DISTRICT students that would not comply with his demands for sexual gratification and would
16 require those DISTRICT students that did comply to engage in long lasting and highly personalized
17 nonacademic discourse, conversation, and interaction on a daily basis. These grooming techniques,
18 while a veiled form of sexual assault in and of themselves, were designed to and, in the case of
19 PLAINTIFFS, did lead to express attempts and/or completed acts of sexual assault upon DISTRICT
20 students such as PLAINTIFFS. It was only in 2009, when HARRIS's employment with DISTRICT
21 abruptly ended for unverified reasons, that HARRIS's systematic sexual abuse and molestation of
22 DISTRICT's students ended.

23 **EL SEGUNDO UNIFIED SCHOOL DISTRICT DEFENDANTS**

24 7. Defendant DISTRICT is and was a public school district, providing a free public education,
25 duly organized and licensed to provide educational services under the laws of the State of
26 California, and situated in the county of Los Angeles. The District receives federal financial support
27 and is thus subject to Title IX of the United States Constitution which provides:
28

1 “No person in the United States shall, on the basis of sex, be excluded
2 from participation in, be denied the benefits of, or be subjected to
3 discrimination under any education program or activity receiving
4 Federal financial assistance” (20 U.S.C.A. §1681(a)).

5 8. Plaintiffs are informed and believe, and therefor allege, that at all relevant times, Defendant
6 DISTRICT employed Defendant HARRIS, as a teacher and aquatics sports instructor of schools for
7 Defendant DISTRICT. PLAINTIFFS allege, upon information and belief, that he is a resident of
8 Los Angeles County, California.

9 9. A school superintendent is the chief executive officer of a school district with the
10 responsibility for the thorough, effective, adequate, proper, appropriate, and professional selection,
11 assessment, training, evaluation, management, monitoring, investigation, oversight, control,
12 discipline, retention, termination, and/or supervision (basically the hiring and firing) of senior staff,
13 liaisons, teachers, counselors, and providers of psychological services. As superintendents, they are
14 responsible for overseeing the implementation and enforcement of all state and federal statutes and
15 programs relating to the schools, as well as developing and implementing effective and appropriate
16 school district policies, procedures, regulations, customs, and practices.

17 10. PLAINTIFFS’ special relationship with DISTRICT established a duty in Defendants to
18 protect PLAINTIFFS from sexual abuse and to act on knowledge of such abuse to ensure it ceased.
19 HARRIS’s sexual assault of DISTRICT’s students was highly foreseeable as DISTRICT knew of
20 THE PREDATOR’s past, present, and ongoing inappropriate conduct. DISTRICT was obligated to
21 adequately supervise HARRIS to ensure that he did not engage in sexually abusive conduct with
22 minors, as further described in this complaint.

23 11. On information and belief, DISTRICT implemented and enforced or should have
24 implemented and enforced policies requiring teachers, coaches and employees of Defendant
25 DISTRICT’s high schools to report all instances of sexual harassment and assault as well as
26 suspected sexual harassment and assault to DISTRICT. Likewise, such knowledge in any and all
27 DISTRICT employees was imputed to DISTRICT as a direct result of their agency relationship with
28 DISTRICT.

1 12. On information and belief, PLAINTIFFS allege that DISTRICT faculty, including
2 DISTRICT principles, knew of HARRIS's sexual harassment and assault of minors at least as early
3 as the 1980s. DISTRICT had a duty to report this knowledge to the law enforcement, the
4 parent(s)/guardian(s) of the children, and DISTRICT supervisors, including but not limited to the
5 principals and the School Board.

6 13. A former DISTRICT student is a witness to DISTRICT employee DeEtte Anderson
7 inquiring about HARRIS's inappropriate relationships with DISTRICT students. On information
8 and belief, PLAINTIFFS allege that Ms. Anderson was an agent, employee and faculty member at
9 DISTRICT's Arena High School during the 1980s. Ms. Anderson's awareness of HARRIS's
10 conduct was thus imputed to DISTRICT as a direct result of her agency relationship with
11 DISTRICT, placing them on constructive notice of his misconduct.

12 14. Moreover, on information and belief, Ms. Anderson acted in conformity with her legal duty
13 to report suspected sexual harassment and assault and policies in place, and she reported the
14 suspected sexual harassment and assault to DISTRICT and/or DISTRICT's high school principal at
15 the time.

16 15. In addition, various witnesses became aware of Ms. Anderson's engagement in her own
17 personal and sexual relationships with underage DISTRICT students at Arena High School in the
18 1980s. Witnesses observed Ms. Anderson lecturing DISTRICT students to urinate after sex to avoid
19 urinary tract infections, flirting with and favoring male students, and recounting stories about dates
20 she went on to her DISTRICT students.

21 16. Various witnesses also became aware of DISTRICT faculty member Joe Bufano engaging in
22 personal and sexual relationships with underage female DISTRICT students at DISTRICT's high
23 schools during the 1980s, as well as a female assistant coach at El Segundo High School that would
24 engage in inappropriate physical interaction with male aquatic sports team players during the same
25 timeframe.

26 17. The multiple, unchecked acts of these four DISTRICT faculty members, including HARRIS,
27 occurred while they were employed at DISTRICT's schools and constitute sexual harassment
28 and/or sexual assault of minors. Said conduct created a culture of inappropriate sexualized

1 relationships between DISTRICT faculty members and DISTRICT students and demonstrates the
2 DISTRICT's acceptance of the hostile environment created in its high schools.

3 18. Indeed, a former DISTRICT student and witness reported that HARRIS utilized the sole
4 Arena High School bathroom to physically assault him by fondling his genitals. Another witness
5 was personally aware that HARRIS would regularly use this sole restroom to converse with
6 DISTRICT students in seclusion.

7 19. DISTRICT's high school environment was so pervasive and obvious that a reasonable
8 school district would have discovered it and taken immediate action to end it. Instead, DISTRICT,
9 by its complete lack of oversight over its faculty, allowed this sexualized environment to exist and
10 spread throughout its high schools, where HARRIS would continue to destroy the lives of
11 DISTRICT students, including PLAINTIFFS, for nearly thirty years.

12 20. Additionally, and upon information and belief, former DISTRICT coaches in the 2000s
13 witnessed HARRIS's propensity for inappropriate sexualized conduct when working side by side
14 with him as coaches of the El Segundo High School Aquatic Sports teams.

15 21. Upon information and belief, other teachers, coaches, and principals should have known
16 and, in fact, knew of HARRIS's conduct.

17 22. Further, multiple former students reported that HARRIS had a school-wide reputation for
18 acting inappropriately on campus with sexually explicit inquiries and commentary directed towards
19 students, including PLAINTIFFS.

20 23. PLAINTIFFS are informed and believe that DISTRICT principals and/or DISTRICT's
21 designated Title IX coordinators received a complaint about HARRIS lodged by the mother of a
22 DISTRICT student who had been accosted by HARRIS in pursuit of sexual favors.

23 24. Despite the foregoing, PLAINTIFFS are informed and believe, and on that basis allege, that
24 DISTRICT never once reported HARRIS to law enforcement, or took action to prevent HARRIS
25 from continuing his depraved acts during his nearly thirty year tenure with DISTRICT.

26 25. PLAINTIFFS are informed and believe, and on that basis allege, DISTRICT engaged in a
27 pattern and practice of ignoring, sanitizing, and failing to investigate complaints; deliberately
28 concealing information from abuse victims and law enforcement; failing to appropriately train and

1 supervise faculty members to prevent suspected and actual sexual harassment of its students; and
2 failing to appropriately train faculty members on the need and appropriate protocol for reporting
3 sexual misconduct to the proper authorities.

4 26. Upon information and belief, DISTRICT failed to train PLAINTIFFS and other DISTRICT
5 students regarding sexual harassment, sexual assault, reporting sexual harassment and assault, and
6 otherwise shirking its duty to properly train its students regarding these issues.

7 27. Upon information and belief, plaintiffs allege that the improper handling of sexual
8 harassment and sexual abuse was a systemic issue within DISTRICT.

9 28. DISTRICT was obligated to swiftly act on all knowledge regarding the potential occurrence
10 of sexual abuse of its students, whether actual, constructive, or arising out of a reasonable suspicion.
11 Despite its knowledge, DISTRICT chose to allow HARRIS to continue to conduct his interactions
12 with PLAINTIFFS in a wholly unsupervised manner and failed to implement adequate safeguards
13 to protect PLAINTIFFS from HARRIS's abuse.

14 29. At all times during his employment with DISTRICT, DISTRICT held HARRIS out as a
15 trustworthy and legitimate teacher and sports instructor; indeed, by making HARRIS the head water
16 polo and swim team coach, DISTRICT forced its young male students to place their trust, respect,
17 and confidence in HARRIS in order to participate on their aquatics teams. Young male students
18 could not play water polo at DISTRICT's high school without HARRIS coaching them. While
19 falsely representing HARRIS as a trustworthy, safe, and legitimate instructor, DISTRICT concealed
20 its knowledge and knowledge obtained by its agents of HARRIS's inappropriate behavior and
21 sexual advances.

22 30. DISTRICT held HARRIS out as a trustworthy and legitimate teacher and sports instructor in
23 order to preserve their own public image and reputation, so that they could maintain their position
24 as public education employees, and to reduce their exposure to liability stemming from HARRIS's
25 misconduct.

26 31. Relying on DISTRICT's false representations, PLAINTIFFS attended DISTRICT schools,
27 joined DISTRICT sanctioned aquatic sports teams, and interacted with HARRIS under assumptions
28 that he would do nothing more than safely coach and teach them.

1 32. Despite its knowledge, DISTRICT failed to implement reasonable safeguards to avoid acts
2 of unlawful sexual conduct by HARRIS in the future, which could have included removing
3 HARRIS from any position where contact and interaction with vulnerable students is an inherent
4 function, and potential outgrowth of his employment responsibilities.

5 33. PLAINTIFFS are informed and believe, and on that basis allege that personnel and/or
6 employment records and other records of DISTRICT's reflect numerous incidents of inappropriate
7 sexual contact and conduct with students by HARRIS and other professionals, employees,
8 assistants, agents, supervisors, and others, on the physical premises under control of DISTRICT.

9 34. DISTRICT's willful refusal to adequately inform and warn PLAINTIFFS about HARRIS's
10 propensity to commit sexual misconduct and his past acts of sexual misconduct perpetuated a false
11 impression upon PLAINTIFFS that DISTRICT had no involvement in or responsibility for
12 HARRIS's actions.

13 35. PLAINTIFFS are informed and believe, and on that basis allege, that as part of DISTRICT's
14 conspiratorial and fraudulent attempt to hide HARRIS's propensity to sexually abuse and molest
15 young students from public scrutiny and criminal investigation, DISTRICT implemented various
16 measures designed to make HARRIS's conduct harder to detect and ensure that other students with
17 whom he came into contact, including PLAINTIFFS, would be sexually abused.

18 36. DISTRICT's conduct created a situation of peril that was not, and could not, be appreciated
19 by PLAINTIFFS. By virtue of DISTRICT's conspiratorial and fraudulent conduct, and in keeping
20 with their intent to fail to disclose and conceal HARRIS's past and present conduct from the
21 community, the public at large, and law enforcement, DISTRICT allowed HARRIS to remain in a
22 position of influence where his unsupervised or negligently-supervised conduct with students
23 resulted in the sexual abuse of those individuals, including PLAINTIFFS.

24 37. HARRIS's sexual abuse and harassment of PLAINTIFFS, as well as his other students, was
25 done for HARRIS's sexual gratification, was committed on the basis of PLAINTIFFS' gender, and
26 annoyed, disturbed irritated, and offended PLAINTIFFS, as it would have any reasonable person.
27 PLAINTIFFS did not consent to the sexual abuse and harassment committed by HARRIS.

28

1 38. HARRIS's sexual abuse and harassment of PLAINTIFFS was performed by HARRIS
2 without the valid consent of PLAINTIFFS.

3 39. HARRIS's actions and DISTRICT's complete unwillingness to stop them interfered with
4 PLAINTIFFS' ability to participate in academic activities and receive the full benefit of their high
5 school education as a result of the favoritism, sexual pressure, and fear of sexual harassment
6 installed into their high school experiences at DISTRICT schools by HARRIS.

7 40. Despite DISTRICT's authority and ability to prevent HARRIS's abuse of PLAINTIFFS,
8 DISTRICT never took action against HARRIS's obscene conduct or warned of his dangerous
9 propensities. Instead, DISTRICT allowed HARRIS to quietly exit his positions as coach and teacher
10 at DISTRICT's schools, after nearly thirty years of sexually and tortuously violating children
11 entrusted to his care and the care of the DISTRICT.

12 **DOE DEFENDANTS 1 THROUGH 500**

13 41. Defendants DOES 1 through 500, inclusive, and each of them, are sued herein under said
14 fictitious names. PLAINTIFFS are ignorant as to the true names and capacities of DOES 1 through
15 500, whether individual, corporate, associate, or otherwise, and therefore sue said Defendants by
16 such fictitious names. When their true names and capacities are ascertained, PLAINTIFFS will
17 request leave of Court to amend this Complaint to state their true names and capacities herein.

18 42. All abovementioned Defendants and DOES 1 through 500, inclusive, are sometimes
19 collectively referred to herein as "Defendants" and/or as "All Defendants;" such collective
20 reference refers to all specifically named Defendants as well as those fictitiously named herein.

21 43. PLAINTIFFS are informed and believe, and on this basis allege, that at all times mentioned
22 herein, each Defendant was responsible in some manner or capacity for the occurrences herein
23 alleged, and that PLAINTIFFS' damages, as herein alleged, were proximately caused by all said
24 Defendants.

25 44. At all times mentioned herein, each and every Defendant including DOES 1 through 500,
26 was an employee, agent (actual and/or apparent or ostensive), and/or servant of their co-defendants,
27 acting under their complete and/or active supervision, or were entrusted with the care of
28

1 PLAINTIFFS independent of their co-defendants and thus owed PLAINTIFFS their own duty of
2 care.

3 45. Defendant DOES 1 through 500 were thus required to protect PLAINTIFFS from
4 HARRIS's acts of sexual misconduct and, upon information and belief, failed to do so by the same
5 or substantially similar course of conduct as alleged against All Defendants herein.

6 46. Defendants are individuals, corporations, partnerships, and/or other entities that engaged in,
7 joined in, and conspired with other Defendants and wrongdoers in carrying out the tortious and
8 unlawful activities described in this Complaint. In doing the things as alleged herein, Defendants
9 were acting within the course and scope of said alternative personality, capacity, identity, agency,
10 representation, and/or employment and were within the scope of their authority, whether actual or
11 apparent.

12 47. At all times material hereto, PLAINTIFFS were students of or participated in teams
13 overseen by Defendants, including DOES 1 through 500, and were under the complete control,
14 dominion, and supervision Defendants, including DOES 1 through 500.

15 48. PLAINTIFFS are informed and believe, and on this basis allege, that at all times material
16 hereto, HARRIS was under the direct supervision, management, agency, and control of Defendants,
17 including DOES 1 through 500, inclusive. PLAINTIFFS are informed and believe, and on this basis
18 allege, that HARRIS was hired, employed, supervised, and retained by Defendants, including
19 DOES 1 through 500. In this capacity, HARRIS's employment duties included instructing and
20 training students, including PLAINTIFFS, in aquatic sports such as water polo and swimming.

21 49. PLAINTIFFS were students and/or players that participated in teams, activities,
22 organizations or events controlled by Defendants, including DOES 1 through 500, while HARRIS
23 was an employee of Defendants, including DOES 1 through 500, and thus PLAINTIFFS came to be
24 under the direction and control of HARRIS, who used his position of authority and trust to sexually
25 abuse PLAINTIFFS.

26 **PLAINTIFFS' SPECIFIC FACTUAL ALLEGATIONS**

27 **JOHN DOE 1**

1 50. JOHN DOE 1 attended El Segundo High School from 2002 to 2006 and played on the EL
2 Segundo High School water polo team during his freshman and sophomore years. JOHN DOE 1
3 was also a part of the summer swim team; HARRIS coached both of these teams and was JOHN
4 DOE 1's geography teacher. HARRIS employed his techniques of favoritism and offering special
5 privileges to certain players including JOHN DOE 1. Such privileges included allowing JOHN
6 DOE 1 to drive HARRIS's private automobile, gifting valuable sports memorabilia to JOHN DOE
7 1, and being HARRIS's teacher's assistant. As a benefit of his teacher's assistant role, HARRIS
8 allowed JOHN DOE 1 to skip class, though this was not a school policy. HARRIS bestowed this
9 privilege upon JOHN DOE 1 to keep JOHN DOE 1 close to him.

10 51. HARRIS would communicate with JOHN DOE 1 via text message into the evenings when
11 JOHN DOE 1 was a minor. HARRIS regularly inquired into JOHN DOE 1's personal sexual life
12 and activities with other students, specifically asking about his masturbation habits. These
13 conversations would most often occur during breaks or after class, while JOHN DOE 1 and
14 HARRIS were alone together and on El Segundo High School property. On one particular occasion,
15 JOHN DOE 1 told HARRIS that he was having trouble sleeping, to which HARRIS suggested that
16 he try masturbation to help him fall asleep.

17 52. Following JOHN DOE 1's receipt of a driver's license at age sixteen, HARRIS had JOHN
18 DOE 1 over to his personal residence. Once inside, HARRIS placed pornography into JOHN DOE
19 1's possession in the form of a magazine and a DVD. HARRIS instructed JOHN DOE 1 on how to
20 use these items and asked questions about JOHN DOE 1's masturbation and sexual habits.

21 53. JOHN DOE 1 was again invited to HARRIS's private residence on or around New Year's
22 Eve of the same year when JOHN DOE 1 was a minor. HARRIS gave JOHN DOE 1 Old Crow
23 Whiskey alcohol and poured it into a Gatorade bottle so that JOHN DOE 1 could carry it publically
24 without revealing its contents. After giving JOHN DOE 1 this unsolicited gift, HARRIS explained
25 to JOHN DOE 1 that he was having trouble obtaining an erection, with a possible cause being
26 suspected prostate cancer. HARRIS had JOHN DOE 1 consume some of the alcohol he provided
27 him and then led him to his bedroom. HARRIS then proceeded to proposition JOHN DOE 1 with a
28 request for manual stimulation of HARRIS's genitals with a vibrator sex toy provided by HARRIS.

1 JOHN DOE 1 felt trapped in HARRIS’s residence and obligated to acquiesce to his demands in
2 light of the relationship of control that HARRIS had developed between them. JOHN DOE 1
3 complied and applied the device to HARRIS’s genitals.

4 54. HARRIS requested that he be allowed to apply the device to JOHN DOE 1’s own genitals
5 but JOHN DOE 1 refused. Despite other coaches working side by side with HARRIS personally
6 knowing about his behavior and school-wide rumors of HARRIS engaging in such predatory
7 behavior, DISTRICT at no point supervised, intervened, or otherwise acted to prevent HARRIS
8 from engaging in the harassing or abusive behavior he inflicted upon JOHN DOE 1 and others.

9 55. JOHN DOE 1 is under forty years of age at the time of this filing. At all relevant times,
10 JOHN DOE 1 was a student at DISTRICT schools and was thus owed a duty of care by DISTRICT.
11 DISTRICT’s complete failure to adequately supervise HARRIS as alleged herein directly led to the
12 assault that injured PLAINTIFF.

13 **JOHN DOE 2**

14 56. JOHN DOE 2 attended El Segundo High School from 2005 to 2009, during which times,
15 HARRIS was the school’s water polo and swim team coach. During JOHN DOE 2’s participation
16 on the water polo team, HARRIS required him to call and carry on phone conversations with him
17 for hours at a time. These conversations took place while JOHN DOE 2 was a minor and would
18 involve sexually explicit topics, including requests by HARRIS to have JOHN DOE 2 play with his
19 own genitals during the calls. Involvement in such activities would allow players to become
20 favorites of HARRIS. HARRIS would reward such compliant players with captain positions on the
21 team and deny such positions to those who refused his advances, no matter how skilled they were as
22 water polo players.

23 57. HARRIS also subjected JOHN DOE 2, while a minor, to various grooming activities such as
24 requiring him to keep up HARRIS’s grade book, taking him on rides in HARRIS’s private
25 automobile, and inquiring about his personal teenage sex life. HARRIS engaged in this conduct in a
26 broad fashion, applying these grooming techniques to the entire water polo team and creating an
27 environment that promoted sexually inappropriate behavior. A particularly favored “game”
28 employed by HARRIS was to require players, including JOHN DOE 2, to masturbate with their

1 fingers pressed on their perineum so that the players could count the number of times that their
2 muscles contracted during their orgasms. Players, including JOHN DOE 2, were then required to
3 report the number of contractions to HARRIS, who made it clear that he favored players that would
4 report “high scores.”

5 58. Such activities were part of HARRIS’s preoccupation with discussing sexual matters,
6 activities, and preferences with his male students. Another example of HARRIS’s inappropriate
7 behavior was his requirement that players report to him when they lost their virginity so that they
8 could disclose the details to him. HARRIS particularly pestered JOHN DOE 2 while he was a minor
9 about his virginity around the time of JOHN DOE 2 attending prom, to the point where JOHN DOE
10 2 chose to make up an erotic story to satisfy HARRIS and end the harassment. HARRIS’s
11 harassment and grooming of JOHN DOE 2 escalated to the point of requesting manual stimulation
12 during one of HARRIS required, hours-long phone calls. JOHN DOE 2 denied these requests and
13 began to cry as he became intensely uncomfortable. As a result, HARRIS’s demeanor toward JOHN
14 DOE 2 became cold and punishing.

15 59. Despite a complaint that was lodged, upon information and belief, by the mother of a fellow
16 DISTRICT student about HARRIS to DISTRICT’s principals and/or designated Title IX
17 coordinators; the outright removal of a player by his parents from HARRIS’s water polo teams due
18 to HARRIS’s advances; and DISTRICT’s preexisting knowledge of HARRIS’s misconduct, no
19 action was taken to monitor, supervise or otherwise investigate HARRIS and prevent the kind of
20 harassment and abuse JOHN DOE 2 was subjected to as a result of his being under the control of
21 HARRIS.

22 60. JOHN DOE 2 is under forty years of age at the time of this filing. At all relevant times,
23 JOHN DOE 2 was a student at DISTRICT schools and was thus owed a duty of care by DISTRICT.
24 DISTRICT’s complete failure to adequately supervise HARRIS as alleged herein directly led to the
25 assault that injured PLAINTIFF.

26 **JOHN DOE 3**

27 61. JOHN DOE 3 attended EL Segundo High School, a DISTRICT school, from 2006 to 2010.
28 JOHN DOE 3 played on the EL Segundo High School water polo team all four years of his high

1 school career. HARRIS was the water polo coach for three of those four years. HARRIS was also
2 JOHN DOE 3's geography teacher during his freshman year of high school. During JOHN DOE 3's
3 first year on the team, he became aware that HARRIS would regularly carry on phone calls with
4 players, especially captains, during their private time.

5 62. JOHN DOE 3 first captured HARRIS's attention when he began excelling at aquatic sports
6 while he was a minor in his sophomore year. It was at this time that HARRIS began inquiring into
7 JOHN DOE 3's personal and sex life in HARRIS's classroom, which was considered the aquatics
8 snack room. HARRIS would ask about JOHN DOE 3's girlfriend, specifically asking for details of
9 JOHN DOE 3's sexual relations with her even though they were minors. HARRIS even threatened
10 JOHN DOE 3 that if he did not tell HARRIS about his virginity loss, he would not nominate him
11 for the All-CIF varsity award. JOHN DOE 3 complied and gave HARRIS details about his loss of
12 virginity in fear of not being nominated for the award. After JOHN DOE 3's sophomore year
13 concluded, HARRIS began to engage in private phone conversations with JOHN DOE 3 that would
14 last for hours. JOHN DOE 3 had no choice but to comply with these demands as turning them down
15 would get him in trouble with HARRIS.

16 63. JOHN DOE 3 was forced to endure HARRIS's sexual commentary during water polo
17 games. HARRIS often complimented JOHN DOE 3's performance with remarks like, "You gave
18 me a boner." JOHN DOE 3 was also regularly exposed to HARRIS's general commentary on
19 sexuality during team functions, such as when a pretty woman would walk by, HARRIS would
20 remark, "That doesn't do it for me." HARRIS would also tell the team that he could not get
21 erections.

22 64. HARRIS continued to pry into JOHN DOE 3's sex life and give sexual commentary after
23 JOHN DOE 3 got a new younger girlfriend. The sexual commentary escalated to the point that
24 HARRIS gave JOHN DOE 3 "tips," such as that JOHN DOE 3 should have his girlfriend press on
25 JOHN DOE 3's perineum while she gave him oral copulation. HARRIS instructed JOHN DOE 3 to
26 have his girlfriend count the contractions of this area of his muscle during their sexual activity. Such
27 questioning persisted several times a month. This harassment became so irritating, humiliating, and
28 fear-inducing that JOHN DOE 3 would shut down the conversations and tell HARRIS to stop.

1 65. It was only once HARRIS quietly stepped down from his position as teacher and coach at El
2 Segundo High School that JOHN DOE 3's contact with HARRIS ceased, and he was no longer
3 subjected to HARRIS's harassment and sexual commentary. At no point did DISTRICT intervene
4 to stop HARRIS from engaging in any of his harassing and abusive treatment of JOHN DOE 3, nor
5 did they implement any measures of supervision that would prevent him from engaging in such
6 behavior.

7 66. JOHN DOE 3 is under forty years of age at the time of this filing. At all relevant times,
8 JOHN DOE 3 was a student at DISTRICT schools and was thus owed a duty of care by DISTRICT.
9 DISTRICT's complete failure to adequately supervise HARRIS as alleged herein directly led to the
10 assault that injured PLAINTIFF.

11 **PLAINTIFFS' DAMAGES**

12 67. As a direct and proximate result of the sexual harassment and abuse of PLAINTIFFS by
13 HARRIS, and as a direct and proximate result of Defendants', including DISTRICT and DOES 1
14 through 500, tortious acts, omissions, wrongful conduct, and breaches of their respective duties,
15 PLAINTIFFS have suffered, and continue to suffer, substantial economic and non-economic
16 damages including but not limited to:

- 17 a. Loss of past and/or future earning, in an amount to be proven at trial but in no event less
18 than the minimum jurisdictional amount of this Court;
- 19 b. Loss of education, employment and/or professional development opportunities, in an
20 amount to be proven at trial but in no event less than the minimum jurisdictional amount
21 of this Court;
- 22 c. Cost of past and future medical and/or mental health treatment and/or medication, in an
23 amount to be proven at trial but in no event less than the minimum jurisdictional amount
24 of this Court;
- 25 d. Emotional distress;
- 26 e. Anxiety;
- 27 f. Shame
- 28 g. Depression;

- 1 h. Low self-esteem;
- 2 i. Difficulty forming relationships;
- 3 j. Reticence to interact with or pursue relationships with educators or other authority
- 4 figures;
- 5 k. Trust issues;
- 6 l. Trust issues with males;
- 7 m. Trust issues with educators;
- 8 n. Fear of seeking educational services;
- 9 o. Struggles with interpersonal relationships;
- 10 p. Challenges in expressing emotions to others;
- 11 q. Difficulty sleeping/disruptive sleeping;
- 12 r. Nightmares;
- 13 s. Feelings of inadequacy or maladjustment;
- 14 t. Headaches;
- 15 u. Flashbacks and/or intrusive thoughts;
- 16 v. Stress;
- 17 w. Nervousness;
- 18 x. Fear;
- 19 y. Nausea;
- 20 z. Hypertension;
- 21 aa. Physical and/or nervous pain;
- 22 bb. Grief;
- 23 cc. Embarrassment;
- 24 dd. Humiliation;
- 25 ee. Loss of enjoyment of life;

26 68. Additionally, PLAINTIFFS request punitive damages against HARRIS and DOES 1 through
27 500 as HARRIS's conduct was done with reckless disregard for minors, oppression, and malice.

28

1 PLAINTIFFS further request treble damages under California Code of Civil Procedure section
2 340.1(b)(1) and attorney's fees and costs under Title IX and all other applicable statutes.

3 **FIRST CAUSE OF ACTION**
4 **GENDER VIOLENCE (*CIVIL CODE* § 52.4)**
5 **(As to John Doe 1 Against HARRIS)**

6 69. JOHN DOE 1 re-alleges and incorporates by reference herein each and every allegation
7 contained herein above as though fully set forth and brought in this cause of action.

8 70. HARRIS's acts committed against JOHN DOE 1 as alleged herein, including the sexual
9 harassment, molestation and abuse of JOHN DOE 1, constitute gender violence and a form of sex
10 discrimination in that one or more of HARRIS's acts would constitute a criminal offense under state
11 law that has an element the use, attempted use, or threatened use of physical force against the
12 person of another, committed at least in part based on the gender of the victim, whether or not those
13 acts have resulted in criminal complaints, charges, prosecution, or conviction.

14 71. HARRIS's acts committed against JOHN DOE 1 as alleged herein, including the sexual
15 harassment, molestation and abuse of JOHN DOE 1, constitute gender violence and a form of sex
16 discrimination in that HARRIS's conduct caused a physical intrusion or physical invasion of a
17 sexual nature upon JOHN DOE 1 under coercive conditions, whether or not those acts have resulted
18 in criminal complaints, charges prosecution, or conviction, which were in part based upon named
19 JOHN DOE 1's male gender.

20 72. HARRIS coerced JOHN DOE 1 and HARRIS's acts constituted physical touching for a
21 sexual purpose under coercive conditions.

22 73. As a proximate result of HARRIS's acts, JOHN DOE 1 is entitled to actual damages,
23 compensatory damages, injunctive relief, any combination of those, or any other appropriate relief.
24 JOHN DOE 1 is also entitled to an award of attorney's fees and costs pursuant to *Civil Code* § 52.4
25 against HARRIS.

26 **SECOND CAUSE OF ACTION**
27 **SEXUAL HARASSMENT (*CIVIL CODE* §51.9)**
28 **(As to all Plaintiffs Against HARRIS)**

74. PLAINTIFFS re-allege and incorporate by reference herein each and every allegation
contained herein above as though fully set forth and brought in this cause of action.

1 75. At all relevant times, HARRIS had an ongoing teacher-student relationship with
2 PLAINTIFFS as they were in his care solely as a result of his position at DISTRICT schools.

3 76. At all relevant times, HARRIS held himself out to PLAINTIFFS as a safe teacher.

4 77. HARRIS intentionally, recklessly, and wantonly made sexual advances, solicitations,
5 requests, demands for sexual compliance and/or engaged in grooming behavior directed towards
6 PLAINTIFFS. HARRIS's conduct occurred on a routine basis and was a pervasive feature of
7 PLAINTIFFS' teenage existences. All physical, visual, and verbal conduct made by HARRIS was
8 unwelcome, pervasive and severe.

9 78. HARRIS intentionally, recklessly, and wantonly did acts which resulted in harmful and
10 offensive contact with intimate parts of PLAINTIFFS' persons, including but not limited to, using
11 his position of authority and age to force PLAINTIFFS to give into HARRIS's sexual suggestions.

12 79. Because of HARRIS's age and position of authority as a coach, the physical isolation of
13 PLAINTIFFS, PLAINTIFFS' mental and emotional state, and PLAINTIFFS' young ages,
14 PLAINTIFFS were not able to, and did not and could not, give consent to HARRIS's inappropriate
15 and unwelcomed acts.

16 80. Because of PLAINTIFFS' relationships with Defendants, as students of DISTRICT required
17 to attend compulsory education, the fact that HARRIS was the water polo coach and a teacher, and
18 PLAINTIFFS' young ages, PLAINTIFFS were unable to easily terminate the teacher-student
19 relationship with HARRIS.

20 81. As a direct and proximate result of HARRIS's conduct, PLAINTIFFS sustained severe
21 emotional distress and physical pain, emotional anguish, fear, anxiety, humiliation, embarrassment,
22 and other physical and emotional injuries, damages (both economic and noneconomic) and
23 permanent disability, in the past, present, and future, for which this claim is made. The injuries
24 suffered by PLAINTIFFS are substantial, continuing, and permanent.

25 **THIRD CAUSE OF ACTION**
26 **SEXUAL BATTERY**
(As to John Doe 1 Against HARRIS)

27 82. JOHN DOE 1 re-alleges and incorporates by reference herein each and every allegation
28 contained herein above as though fully set forth and brought in this cause of action.

1 83. As alleged herein, HARRIS intentionally, recklessly, and wantonly did acts which were
2 intended to, and did, result in harmful and offensive contact with JOHN DOE 1's intimate parts.

3 84. HARRIS did the aforementioned acts with the intent to cause a harmful or offensive contact
4 with intimate parts of the JOHN DOE 1's person and these acts would offend a reasonable sense of
5 personal dignity. Further, said acts did cause a harmful or offensive contact with JOHN DOE 1's
6 intimate parts that would offend a reasonable sense of personal dignity.

7 85. Because of HARRIS's position of authority over JOHN DOE 1, his mental and emotional
8 state, and his young age, JOHN DOE 1 did not give meaningful consent to such acts.

9 86. As a direct, legal, and proximate result of the acts of HARRIS, JOHN DOE 1 sustained
10 serious and permanent injuries to his person, in an amount to be shown according to proof and
11 within the jurisdiction of the Court.

12 87. As direct and proximate result of the conduct of Defendants, individually, jointly, and/or
13 severally, JOHN DOE 1 sustained severe emotional distress and physical pain, emotional anguish,
14 fear, anxiety, humiliation, embarrassment, and other physical and emotional injuries, damages (both
15 economic and noneconomic), and permanent disability, in the past, present, and future, for which
16 this claim is made. JOHN DOE 1's injuries are substantial, continuing, and permanent

17 **FOURTH CAUSE OF ACTION**
18 **BATTERY**
(As to John Doe 1 Against HARRIS)

19 88. JOHN DOE 1 re-alleges and incorporates by reference herein each and every allegation
20 contained herein above as though fully set forth and brought in this cause of action.

21 89. HARRIS made physical contact with JOHN DOE 1 by making him hold a sex toy and apply
22 it to HARRIS's genitals. This conduct was harmful and offensive as it caused JOHN DOE 1 great
23 shame, fear, and insecurity. This conduct demonstrates an intentional disregard for JOHN DOE 1's
24 wellbeing and a callous disregard for the moral values recognized by society. This conduct was also
25 done intentionally to satisfy HARRIS's own perverse interest in DISTRICT students.

26 90. JOHN DOE 1 was a minor at the time of HARRIS's harmful and offensive touching of his
27 person and thus could not consent and did not consent when HARRIS successfully coerced him into
28 lewd sexual behavior. These acts were done amidst an environment of heightened social pressure,

1 fear, manufactured obligation, and trust; all of which was predicated on HARRIS's role as a coach,
2 teacher, authority figure, and/or role model of JOHN DOE 1.

3 91. Any reasonable person would be offended by HARRIS's acts upon JOHN DOE 1.

4 92. As a direct and proximate result of the conduct of Defendants, individually, jointly, and/or
5 severally, JOHN DOE 1 sustained severe emotional distress and physical pain, emotional anguish,
6 fear, anxiety, humiliation, embarrassment, and other physical and emotional injuries, damages (both
7 economic and non-economic), and permanent disability, in the past, present, and future, for which
8 this claim is made. JOHN DOE 1's injuries are substantial, continuing, and permanent.

9 **FIFTH CAUSE OF ACTION**
10 **VIOLATION OF TITLE IX (20 U.S.C. § 1681 ET SEQ.)**
11 **DELIBERATE INDIFFERENCE TO SEX-BASED HARASSMENT**
AND RETALIATION BY WITHHOLDING TITLE IX PROTECTIONS
(As to All Plaintiffs Against DISTRICT)

12 93. PLAINTIFFS re-allege and incorporate by reference herein each and every allegation
13 contained herein above as though fully set forth and brought in this cause of action.

14 94. On information and belief, PLAINTIFFS allege that both DISTRICT schools, Arena High
15 School and El Segundo High School are public schools. As a result, DISTRICT receives federal
16 funding to assist it in the delivery of its educational services.

17 95. DISTRICT exercised substantial control over both HARRIS, the harasser, and the context in
18 which the known harassment occurred.

19 96. As alleged, PLAINTIFFS were targeted by HARRIS on the basis of their gender because of
20 his sexual interest in relations with young boys. HARRIS's drawn out sexual harassment and
21 grooming behaviors were applied over weeks-to months-long periods that made PLAINTIFFS feel
22 as though they had no safe way to deny his requests for physical sexual acts with him when those
23 advances were forced upon them. HARRIS's victims were exclusively male and sexually
24 harassed/groomed through a systematic process that sexualized their educational experiences in
25 profound ways.

26 97. HARRIS's practice of rewarding players on his teams who would allow him greater
27 intimacy and information about their private lives, including sexual activities, created an
28 environment in which PLAINTIFFS had no choice but to either acquiesce to emotionally harmful

1 sexual harassment by HARRIS or turn down opportunities to better excel in their pursuits of
2 academics, physical education, and/or participation in aquatic sports.

3 98. Each Plaintiff was targeted because HARRIS perceived them as either a physically
4 impressive athlete or because they appeared vulnerable and thus easily manipulated. In each
5 instance, the perceptions were based on HARRIS's preconceived idea of male sexuality, targeting
6 those he found physically appealing and those with mental features easily exploited as young male
7 teenagers.

8 99. HARRIS's sexual harassment was so severe, pervasive, and objectively offensive that it
9 effectively deprived PLAINTIFFS of safe and unencumbered access to the educational opportunities
10 or benefits provided by the school. PLAINTIFFS had to submit to HARRIS's sexual harassment to
11 participate in water polo and receive their education.

12 100. On information and belief, PLAINTIFFS allege that DISTRICT was on notice of HARRIS's
13 obscene conduct, as the mother of a DISTRICT student had complained about HARRIS's sexual
14 harassment, and Arena High School teacher DeEte Anderson, knew of HARRIS's relationships
15 with DISTRICT students. DISTRICT was also placed on notice of HARRIS's misconduct by the
16 fact that several DISTRICT coaches working side-by-side with HARRIS were personally aware of
17 his misconduct. DISTRICT was required to have policies in place requiring that such knowledge,
18 suspicions, and reports of sexual harassment must be reported to the school principal, designated
19 DISTRICT Title IX coordinator, and/or the DISTRICT. Upon information and belief, all of this
20 information was properly conveyed to the high school principal, designated DISTRICT Title IX
21 coordinator, and/or the DISTRICT. Additionally, a DISTRICT student removed themselves from
22 DISTRICT teams coached by HARRIS to avoid HARRIS's inappropriate use of private
23 conversations, notorious dialogue about perverse topics, and concerning fascination with his male
24 students. DISTRICT's prior notice about HARRIS's sexual harassment and the hostile environment
25 he created put DISTRICT on actual notice regarding HARRIS's ongoing harassment of
26 PLAINTIFFS. Finally, the highly sexualized, hostile environment established through the
27 pervasive and rampant inappropriate relationships with DISTRICT students engaged in by
28 DISTRICT faculty members, including HARRIS, occurred so openly that a reasonable school

1 district should have and would have known that it was ongoing. Notice to DISTRICT related to
2 HARRIS's sexual harassment of one student constitutes actual notice to the DISTRICT with respect
3 to other students.

4 101. Despite actual notice of HARRIS's sexual harassment of DISTRICT students, DISTRICT
5 did not intervene or take any action whatsoever to stop HARRIS from sexually harassing and
6 sexually assaulting male students, including but not limited to PLAINTIFFS.

7 102. DISTRICT's deliberate indifference to the clear and obvious practices of HARRIS, the
8 resultant discrimination, and the harm they caused PLAINTIFFS, established a complete failure to
9 comply with Title IX requirements. As a result, PLAINTIFFS were denied a significant portion of
10 their high school education in that they were forced with the ultimatum of being relegated to lower
11 ranks on their aquatic sports teams or enduring HARRIS's sexual advances while participating in
12 courses or aquatic sports teams led by HARRIS.

13 103. Further, as a direct and proximate result of DISTRICT's deliberate indifference to
14 HARRIS's sexual harassment, PLAINTIFFS sustained severe emotional distress and physical pain,
15 emotional anguish, fear, anxiety, humiliation, embarrassment, and other physical and emotional
16 injuries, damages (both economic and noneconomic) and permanent disability, in the past, present,
17 and future, for which this claim is made. The injuries suffered by PLAINTIFFS are substantial,
18 continuing, and permanent.

19 104. PLAINTIFFS further seek attorney fees and costs pursuant to California Civil Procedure §
20 1021.5 and 42 USC § 1988.

21 **SIXTH CAUSE OF ACTION**
22 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
23 **(As to all Plaintiffs Against All Defendants)**

24 105. PLAINTIFFS re-allege and incorporate by reference herein each and every allegation
25 contained herein above as though fully set forth and brought in this cause of action.

26 106. Defendants' intentional conduct toward PLAINTIFFS as described herein, was outrageous
27 and extreme, particularly, as part of a trusted student-teacher relationship. Defendants' conduct
28 exceeded all bounds of decency.

1 107. A reasonable person would not expect or tolerate the sexual harassment, molestation, and
2 abuse inflicted on PLAINTIFFS by HARRIS, and Defendants' knowledge and callous indifference
3 and ratification thereof. PLAINTIFFS' subjection to lewd and profane dialogue leading to physical
4 touching of their genitalia is well beyond the scope of a reasonable high school educational
5 experience or tolerable conduct of an adult under any circumstances. Defendants' callous
6 indifference to this behavior is likewise unreasonable under any circumstances as it allowed
7 HARRIS's conduct to occur, escalate, and continue.

8 108. A reasonable person would not expect or tolerate Defendants putting HARRIS, who was
9 known to Defendants to have physically and sexually abused his students, in a position of authority
10 over PLAINTIFFS and other male students, which enabled HARRIS to apply his grooming
11 techniques, foster a highly sexualized environment, and eventually engage in lewd physical acts
12 with his targeted male students, including PLAINTIFFS, under the guise of providing educational
13 services.

14 109. A reasonable person would not expect or tolerate Defendants and their agents to be
15 incapable of supervising and/or stopping participants and members of Defendants, including
16 HARRIS, from committing wrongful sexual acts with other male students, including PLAINTIFFS.
17 PLAINTIFFS had great trust, faith and confidence in Defendants, which, by virtue of Defendants'
18 wrongful conduct, turned to fear. A reasonable person would expect his high school teacher or
19 coach to behave in accordance with proper procedure and standards and not to do anything to
20 intentionally deviate from that, particularly a deviation for sexual gratification of the coach or
21 teacher. A reasonable person would expect that his high school – which offered and touted its
22 educational services for its students – would not hire or continue to employ a coach or teacher who
23 was a sexual predator and used his position to violate young male students.

24 110. Defendants' conduct described herein was intentional and malicious and done for the
25 purpose of causing, or with the substantial certainty that such conduct would cause, PLAINTIFFS
26 to suffer humiliation, mental anguish, and emotional and physical distress. Equipped with
27 knowledge of HARRIS's past misconduct, DISTRICT chose to keep him in his position at
28 DISTRICT schools. Thus, DISTRICT consciously chose to allow his access to and abuse of

1 DISTRICT to continue, knowing that such misdeeds by HARRIS could and would subject
2 DISTRICT students such as PLAINTIFFS to emotional distress.

3 111. Defendants' intentional conduct of keeping HARRIS employed and in position while
4 knowing PLAINTIFFS were under the care of HARRIS exhibited their reckless disregard of the
5 likelihood that PLAINTIFFS would suffer emotional distress.

6 112. Defendants' intentional infliction of emotional distress upon PLAINTIFFS, concerning
7 HARRIS's sexually abusive and perverse behavior, was a substantial factor in causing
8 PLAINTIFFS' injuries and damages.

9 113. As a direct and proximate result of the conduct of Defendants, individually, jointly, and/or
10 severally, PLAINTIFFS sustained severe emotional distress and physical pain, emotional anguish,
11 fear, anxiety, humiliation, embarrassment and other physical and emotional injuries, damages (both
12 economic and noneconomic), and permanent disability, in the past, present, and future, for which
13 this claim is made. The injuries suffered by PLAINTIFFS are substantial, continuing and
14 permanent.

15 **SEVENTH CAUSE OF ACTION**
16 **INTENTIONAL MISREPRESENTATION**
(As to all Plaintiffs Against DISTRICT and DOES 1 THROUGH 500)

17 114. PLAINTIFFS re-allege and incorporate by reference herein each and every allegation
18 contained herein above as though fully set forth and brought in this cause of action.

19 115. At all relevant times, PLAINTIFFS were students of DISTRICT's high schools.

20 116. Defendants intentionally misrepresented to PLAINTIFFS that they would be under the
21 supervision of a professional coach and teacher that would keep them safe and act only in their best
22 interests as an educator for strictly educational purposes. Defendants failed to divulge the true facts
23 to PLAINTIFFS, that they were being placed under the control and at the mercy of a sexual
24 predator that intended to and did accomplish acts of sexual harassment, sexual grooming, and
25 sexual abuse upon PLAINTIFFS.

26 117. Defendants knew at the time that they misrepresented the true facts regarding HARRIS's
27 improper sexual behavior, and that the resulting impressions were misleading, as DISTRICT
28 received a complaint by the mother of DISTRICT student about HARRIS, HARRIS had a school-

1 wide reputation for sexually perverted behavior and commentary, multiple DISTRICT faculty
2 members knew of his perverse interest in DISTRICT students and/or his relationships with them,
3 and HARRIS openly exhibited his sexual preferences on DISTRICT property during DISTRICT
4 sanctioned events.

5 118. A reasonable school district would have acted on such obvious and easily investigable
6 information about serious sexual misconduct by HARRIS, a district faculty member. Instead,
7 DISTRICT chose to treat HARRIS's position and the clear signs of his misconduct with complete
8 disregard and indifference such that their representations about him being an appropriate individuals
9 were knowingly false.

10 119. At the time that Defendants held out HARRIS as a safe coach and teacher, such acts were
11 done to induce PLAINTIFFS' reliance on those misrepresentations while they decided whether or
12 not to attend DISTRICT's high schools and participate in courses and activities under the control of
13 HARRIS.

14 120. The misrepresentations of facts by Defendants were intended to and were likely to mislead
15 PLAINTIFFS and others to believe that Defendants had no knowledge of any complaints and/or
16 charges against HARRIS, or that there were no other complaints and/or charges of unlawful or
17 sexual misconduct against HARRIS or others, and that there was no need for them to take further
18 action or precaution.

19 121. The misrepresentations of facts by Defendants were likely to mislead PLAINTIFFS and
20 others to believe that Defendants had no knowledge of the fact that HARRIS was a molester and
21 was known to commit wrongful sexual acts with students, including PLAINTIFFS.

22 122. Defendants misrepresented the true facts regarding HARRIS with the purpose of: preventing
23 PLAINTIFFS and others from learning that HARRIS and others had been and were continuing to
24 sexually harass, molest, and abuse students under HARRIS and Defendants' control, direction, and
25 guidance with complete impunity; inducing people, including PLAINTIFFS, to participate and
26 financially support Defendants' programs and other enterprises of Defendants; preventing further
27 reports and outside investigations into HARRIS and Defendants' conduct; preventing discovery of
28 Defendants' own conduct; avoiding damage to the reputations of Defendants; protecting

1 Defendants' power and status in the community; avoiding damage to the reputation of Defendants,
2 or Defendants' institutions; and avoiding the civil and criminal liability of Defendants, HARRIS,
3 and of others.

4 123. At all times mentioned herein, Defendants, with knowledge of the tortious nature of their
5 own and HARRIS's conduct, knowingly conspired and gave each other substantial assistance to
6 perpetrate the misrepresentations, fraud and deceit alleged herein, covering up any past complaints
7 of sexual misconduct against HARRIS, and allowing HARRIS to remain in his position as a coach,
8 teacher, and principle so they could maintain their reputations and continue with their positions
9 within the organization.

10 124. PLAINTIFFS did reasonably and justifiably rely on Defendants' misrepresentations, which
11 PLAINTIFFS did not know were false, in choosing to attend DISTRICT's schools on the
12 understanding that doing so was safe. PLAINTIFFS likewise elected to become involved with
13 HARRIS through activities, teams, and classes that DISTRICT granted him control over, not
14 knowing the perilous situation they were placing themselves in given HARRIS's predatory
15 tendencies. PLAINTIFFS' reliance on Defendants' misrepresentations resulted in HARRIS sexually
16 harassing, grooming, and abusing them.

17 125. PLAINTIFFS and others were misled by Defendants' misrepresentations of fact, and in
18 reliance thereon, were induced to join DISTRICT's high schools and teams, including the El
19 Segundo water polo and/or swim teams, and induced not to act (i.e. reporting to the proper
20 authorities, pressing charges or bringing a lawsuit), exactly as intended by Defendants. Specifically,
21 PLAINTIFFS were induced to believe that there were no complaints of criminal or sexual abuse
22 against HARRIS and that he was safe to be around. Had PLAINTIFFS and others known the true
23 facts about HARRIS, they would not have participated in further activities of Defendants. They
24 would have reported the matters to the proper authorities or to other students so as to prevent future
25 recurrences; parents would not have allowed their children to be alone with or have any relationship
26 with HARRIS; they would not have allowed young male students, including PLAINTIFFS, to
27 attend or be under the control of Defendants; they would have undertaken their own investigations
28

1 which would have led to discovery of the true facts; and they would have sought psychological
2 counseling for PLAINTIFFS, and for other students, who had been abused by HARRIS.

3 126. Furthermore, by giving HARRIS the position of coach and teacher, and employing him
4 continually for nearly thirty years, DISTRICT impliedly represented that HARRIS was safe and
5 morally fit to give educational and physical instruction to its students.

6 127. When Defendants made these affirmative or implied representations without disclosure of
7 true material facts, Defendants knew that the facts were otherwise. Defendants knowingly and
8 intentionally suppressed the material facts that HARRIS was, at a minimum, known to sexually
9 groom his DISTRICT students for the purpose of inevitable sexual assault upon them.

10 128. Defendants' intentional and fraudulent misrepresentations concerning HARRIS's sexually
11 abusive and perverse behavior were a substantial factor in causing PLAINTIFFS' injuries and
12 damages.

13 129. As a direct and proximate result of the conduct of Defendants, individually, jointly, and/or
14 severally, PLAINTIFFS sustained severe emotional distress and physical pain, emotional anguish,
15 fear, anxiety, humiliation, embarrassment, and other physical and emotional injuries, damages (both
16 economic and non-economic), and permanent disability, in the past, present and future, for which
17 this claim is made. The injuries suffered by PLAINTIFFS are substantial, continuing, and
18 permanent.

19 130. In addition, when PLAINTIFFS finally discovered the fraud of Defendants, and continuing
20 thereafter, PLAINTIFFS experienced recurrences of the above-described injuries. PLAINTIFF
21 experienced extreme and severe mental anguish and emotional distress that PLAINTIFFS had been
22 the victim of Defendants' fraud; that PLAINTIFFS had not been able to help other young male
23 students to avoid being molested because of the fraud, and that because of the fraud, PLAINTIFFS
24 had not been able to receive timely medical treatment needed to deal with the problems that
25 PLAINTIFFS had suffered and continue to suffer as a result of the sexual harassment, molestation,
26 and abuse.

27 **EIGHTH CAUSE OF ACTION**
28 **NEGLIGENCE**

GOVERNMENT CODE SECTIONS 815.2, 815.6, AND 820
(As to all Plaintiffs Against DISTRICT and DOES 1 THROUGH 500)

1 131. PLAINTIFFS re-allege and incorporate by reference herein each and every allegation
2 contained herein above as though fully set forth and brought in this cause of action.

3
4 132. PLAINTIFFS' claims are based on the interactions of Government Code §815.2 (holding
5 DISTRICT vicariously liable for public employee negligence in the scope of employment), §815.6
6 (negligence per se for breach of mandatory duty), and §820 (public employee negligence to the
7 same extent as private persons).

8 133. Prior to and after the first incident of HARRIS's sexual harassment, molestation, and abuse
9 of other students as well as PLAINTIFFS, through the present, Defendants were put on notice of
10 HARRIS's misconduct through the knowledge of his perverse interest in DISTRICT students
11 obtained by district faculty, the complaint DISTRICT received regarding HARRIS, the open and
12 obvious sexual harassment and sexual commentary he engaged in during school sanctioned events,
13 the school wide reputation HARRIS carried for his perverse interest in DISTRICT students, and the
14 rampant sexual environment he contributed to at DISTRICT schools in the 1980s and ongoing, as
15 well as the other notice previously described. As a result, that HARRIS would continue to sexually
16 harass, groom, assault and abuse DISTRICT students such as PLAINTIFFS, was highly foreseeable
17 to Defendants, including DISTRICT.

18 134. Defendants each had special duties to protect PLAINTIFFS and other young students, when
19 such individuals were entrusted to Defendants' care. PLAINTIFFS' welfare, and physical custody
20 were entrusted to Defendants. Defendants voluntarily accepted the entrusted care of PLAINTIFFS.
21 As such, Defendants owed PLAINTIFFS a special duty of care that educators owe to their students
22 to protect them from harm, including sexual harassment, assault, and abuse. The duty to protect and
23 warn arose from the special, trusting, relationship between Defendants and PLAINTIFFS.

24 135. Defendants breached their duties of care to PLAINTIFFS by allowing HARRIS to come into
25 contact with PLAINTIFFS and other students without effective supervision; by failing to adequately
26 hire, supervise and retain HARRIS, whom they permitted and enabled to have access to
27 PLAINTIFFS; by concealing from PLAINTIFFS, the public, and law enforcement that HARRIS
28 was sexually harassing, molesting, and abusing students; and by holding HARRIS out to

1 PLAINTIFFS as being of high moral and ethical repute, a quality educator in good standing, and
2 trustworthy.

3 136. Defendants breached their duties to PLAINTIFFS by failing to investigate or otherwise
4 confirm or deny such facts of sexual abuse by HARRIS, which should have and would have shown
5 the full extent of HARRIS's malfeasance; failing to reveal such facts to PLAINTIFFS, the
6 community, and law enforcement agencies; and by placing HARRIS into a position of trust and
7 authority, holding him out to PLAINTIFFS and the public as being in good standing and
8 trustworthy.

9 137. Defendants breached their duty to PLAINTIFFS by failing to adequately monitor and
10 supervise HARRIS and failing to prevent HARRIS from committing wrongful sexual acts with
11 students, including PLAINTIFFS. At no point was DeEtte Anderson or other DISTRICT faculty
12 members' knowledge of HARRIS's improper behavior adequately investigated, player withdrawal
13 from DISTRICT teams coached by HARRIS suspected as indicative of his misconduct, nor was
14 HARRIS sufficiently monitored to prevent his unusual practice of engaging in phone conversations
15 with students and other sexual advances despite a nearly thirty year history of doing so. HARRIS's
16 acts amounted to grooming of the students and presented a clear suspicion that he intended to
17 sexually abuse students such as PLAINTIFFS.

18 138. Had Defendants taken action on the knowledge they possessed about HARRIS's
19 misconduct, including removal of HARRIS from his position as coach and teacher, HARRIS would
20 not have had access to PLAINTIFFS nor been in a position to sexually groom, harass, and assault
21 them. DISTRICT's complete lack of control, oversight, and intervention regarding HARRIS's
22 misconduct directly led to the abuse suffered by PLAINTIFFS.

23 139. Defendants' negligence concerning HARRIS's sexually abusive and perverse behavior was
24 a substantial factor in causing PLAINTIFFS' injuries and damages.

25 140. As a direct proximate result of the conduct of Defendants, individually, jointly, and/or
26 severally, PLAINTIFFS sustained severe emotional distress and physical pain, emotional anguish,
27 fear, anxiety, humiliation, embarrassment, and other physical and emotional injuries, damages (both
28 economic and non-economic), and permanent disability, in the past, present, and future, for which

1 this claim is made. The injuries suffered by PLAINTIFFS are substantial, continuing, and
2 permanent.

3 **NINTH CAUSE OF ACTION**
4 **NEGLIGENT MISREPRESENTATION**
(As to all Plaintiffs Against DISTRICT and DOES 1 THROUGH 500)

5 141. PLAINTIFFS re-allege and incorporate by reference herein each and every allegation
6 contained herein above as though fully set forth and brought in this cause of action.

7 142. Defendants misrepresented that HARRIS was a professional teacher, principal and coach
8 without reasonable grounds for believing it to be true as DISTRICT had received a complaint about
9 HARRIS by the mother of a former DISTRICT student who had been harassed by HARRIS and
10 HARRIS had a school-wide reputation for sexually perverted behavior and commentary, of which
11 DISTRICT staff, including DISTRICT teacher DeEtte Anderson and DISTRICT coaches that
12 worked alongside HARRIS, were well aware of. Without proper investigations into HARRIS's
13 manner of coaching his teams or teaching his classes, DISTRICT had no reasonable basis to hold
14 HARRIS out as a safe teacher and/or coach.

15 143. Defendants represented to PLAINTIFFS that they would be under the supervision of a
16 professional coach, teacher, and principle that would keep them safe and act only in their best
17 interest as an educator for strictly educational purposes. In truth, Defendants were placing
18 PLAINTIFFS under the control and at the mercy of a sexual predator that intended to and did
19 accomplish acts of sexual harassment, sexual grooming, and sexual abuse upon PLAINTIFFS.
20 DISTRICT's special relationship with PLAINTIFFS obligated them to provide reasonable
21 safeguards against sexual abuse, including investigation and supervision of its employees, and
22 reports to parents of improper behaviors by staff employees, including HARRIS. PLAINTIFFS
23 believe, and on that basis, allege that DISTRICT became aware of HARRIS's inappropriate conduct
24 and chose not to fulfill its obligations to sufficiently supervise him and report his improper
25 behavior. DISTRICT's actual and/or constructive knowledge of HARRIS's acts and its complete
26 lack of oversight of HARRIS in his various positions made it unreasonable for DISTRICT to
27 believe that he would keep PLAINTIFFS safe.

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1 144. At the time that Defendants engaged in such misrepresentation, they did so to induce
2 PLAINTIFFS' reliance on the misrepresentations, while they decided whether or not to attend
3 DISTRICT's high schools and participate in courses and activities under the control of HARRIS.

4 145. PLAINTIFFS reasonably and justifiably relied on Defendants' misrepresentations in
5 choosing to attend DISTRICT's schools on the understanding that doing so was safe. PLAINTIFFS
6 likewise elected to become involved with HARRIS through activities, teams, and classes that
7 DISTRICT granted him control over, not knowing the perilous situation they were placing
8 themselves in given HARRIS's predatory tendencies. PLAINTIFFS' reliance on Defendants'
9 misrepresentations resulted in HARRIS sexually harassing, grooming, and abusing them.

10 146. Defendants' negligent misrepresentations concerning HARRIS's sexually abusive and
11 perverse behavior were a substantial factor in causing PLAINTIFFS' injuries and damages.

12 147. As a direct proximate result of the conduct of Defendants, individually, jointly, and/or
13 severally, PLAINTIFFS sustained severe emotional distress and physical pain, emotional anguish,
14 fear, anxiety, humiliation, embarrassment, and other physical and emotional injuries, damages (both
15 economic and non-economic), and permanent disability, in the past, present, and future, for which
16 this claim is made. The injuries suffered by PLAINTIFF are substantial, continuing, and permanent.

17 **TENTH CAUSE OF ACTION**
18 **NEGLIGENT RETENTION, SUPERVISION, AND TRAINING**
19 **(As to All Plaintiffs Against DISTRICT and DOES 1 THROUGH 500)**

20 148. PLAINTIFFS re-allege and incorporate by reference herein each and every allegation
21 contained herein above as though fully set forth and brought in this cause of action.

22 149. By virtue of PLAINTIFFS' special relationships with Defendants, Defendants owed
23 PLAINTIFFS a duty to provide reasonable supervision of HARRIS, to safeguard against sexual
24 abuse by faculty members, including HARRIS, and to act in swift response to suspicions about
25 behavior such as HARRIS's grooming, harassing and abusive conduct. As organizations and
26 individuals responsible for, and entrusted with, the welfare of students, Defendants DISTRICT and
27 DOES 1 through 500, had a duty to protect, supervise, and monitor PLAINTIFFS from being
28 preyed upon by sexual predators, and to supervise and monitor HARRIS such that he would not be
placed in seclusion with vulnerable students, including PLAINTIFFS.

1 150. Defendants, by and through their respective agents, servants, and employees, knew or
2 should have known of HARRIS's dangerous and exploitative nature and that HARRIS was an unfit
3 teacher and coach. Despite such knowledge, Defendants negligently failed to supervise HARRIS in
4 his position of trust and authority as a coach, faculty member, and authority figure over students and
5 young male athletes, thus enabling him to commit wrongful acts such as his grooming, harassing
6 and abusive conduct. Defendants failed to provide reasonable supervision of HARRIS, failed to use
7 reasonable care in investigating HARRIS and any and all complaints and/or concerns of HARRIS's
8 alleged teaching practices, and employed no policies to educate its students as to how to handle
9 sexual harassment.

10 151. At no time during the periods of time alleged did Defendants have in place a reasonable
11 system or procedure to investigate, supervise, and monitor coaches or teachers, including HARRIS,
12 that could prevent pre-sexual grooming, sexual harassment, molestation, and abuse of students, nor
13 did they implement a system or procedure to oversee or monitor conduct toward students and others
14 in Defendants' care. Appropriate investigation, supervision, and monitoring should have and would
15 have revealed to Defendants DISTRICT and DOES 1 through 500 (although they were already
16 given actual notice) that HARRIS engaged in wanton sexual harassment, abuse, and assault of
17 DISTRICT students, including PLAINTIFFS.

18 152. Defendants DISTRICT and DOES 1 through 500 also negligently failed to properly train
19 HARRIS regarding proper interaction with DISTRICT students as a teacher and coach.

20 153. Defendants were aware or should have been aware of how vulnerable young male students
21 are to sexual harassment, molestation and abuse by a sports coach and other persons of authority
22 within Defendants' entities.

23 154. Defendants were put on notice, knew, and/or should have known that HARRIS had engaged
24 and continued to engage in intimate relationships and unlawful sexual conduct with students such as
25 PLAINTIFFS for his own sexual gratification, as DISTRICT faculty members, including DeEte
26 Anderson and coaches working alongside HARRIS, knew of his misconduct; the mother of a former
27 DISTRICT student who had been harassed by HARRIS complained about HARRIS to DISTRICT;
28 a DISTRICT student withdrew from HARRIS's team in light of his misconduct; rumors of such

1 conduct were widespread across DISTRICT schools; HARRIS contributed to a widespread
2 sexualized environments at DISTRICT's high schools; and HARRIS made sexual remarks during
3 school sanctioned events. It was thus foreseeable that HARRIS engaged, and would continue to
4 engage, in improper sexual behavior with students such as PLAINTIFFS, under the guise of the
5 authority, confidence, and trust, bestowed upon him through Defendants.

6 155. Even though Defendants knew or should have known of these illicit sexual activities by
7 HARRIS, Defendants did not reasonably investigate, supervise or monitor HARRIS to ensure the
8 safety of the students, including PLAINTIFFS.

9 156. Based on their actual notice and/or appropriate investigation, supervision and monitoring of
10 HARRIS, Defendants DISTRICT and DOES 1 through 500 should have terminated HARRIS's
11 employment and reported his conduct to law enforcement. But Defendants DISTRICT and DOES 1
12 through 500 negligently retained HARRIS, which allowed him to continue to sexually harass,
13 assault, and abuse DISTRICT students, including PLAINTIFFS.

14 157. Defendants conduct was a breach of their duties to PLAINTIFFS.

15 158. Defendants each breached their duty to PLAINTIFFS by, *inter alia*, failing to adequately
16 monitor and supervise HARRIS and stop HARRIS from committing wrongful sexual acts with
17 students, including PLAINTIFFS. Had Defendants taken action on the knowledge they possessed
18 about HARRIS's misconduct, including removal of HARRIS from his position as coach and
19 teacher, HARRIS would not have had access to PLAINTIFFS nor been in a position to sexually
20 groom, harass, and assault them. DISTRICT's complete lack of control, oversight, and intervention
21 regarding HARRIS's misconduct directly led to the abuse suffered by PLAINTIFFS.

22 159. Defendants' negligent retention, supervision, and training of HARRIS was a substantial
23 factor in causing PLAINTIFFS' injuries and damages.

24 160. As a direct and proximate result of the conduct of Defendants, individually, jointly, and/or
25 severally, PLAINTIFFS sustained severe emotional distress and physical pain, emotional anguish,
26 fear, anxiety, humiliation, embarrassment, and other physical and emotional injuries, damages (both
27 economic and non-economic), and permanent disability, in the past, present, and future, for which
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1 this claim is made. The injuries suffered by PLAINTIFFS are substantial, continuing, and
2 permanent.

3 **ELEVENTH CAUSE OF ACTION**
4 **NEGLIGENCE PER SE—CONDUCT IN VIOLATION**
5 **OF MANDATED REPORTING LAWS**
6 **(As to All Plaintiffs Against DISTRICT and DOES 1 THROUGH 500)**

7 161. PLAINTIFFS re-allege and incorporate by reference herein each and every allegation
8 contained herein above as though fully set forth and brought in this cause of action.

9 162. Under applicable law, Defendants, by and through their employees and agents, were
10 operating as a public school and were under a statutory duty to report known or suspected incidents
11 of sexual molestation or abuse of students or any individuals in their care to the appropriate
12 authorities, and not to impede the filing of any such report.

13 163. Defendants and their agents, including DISTRICT faculty members such as DeEtt
14 Anderson knew or should have known that their water polo and swim team coach, HARRIS, and
15 other staff of Defendants, had sexually molested, abused or caused touching, battery, harm, and/or
16 other injuries to young male students, including PLAINTIFFS, giving rise to a duty to report such
17 conduct. These agents of defendants made no reports of HARRIS's conduct or their reasonable
18 suspicions about it to law enforcement.

19 164. Defendants knew, or should have known, in the exercise of reasonable diligence, that an
20 undue risk to students, including PLAINTIFFS, existed because Defendants did not comply with
21 mandatory reporting requirements. Still, Defendants and their agents chose not to report any of
22 HARRIS's behavior to law enforcement.

23 165. By failing to report the continuing molestations and abuse by HARRIS, which Defendants
24 knew or should have known about, and by ignoring the fulfillment of the mandated compliance with
25 the reporting requirements, Defendants created the risk and danger contemplated by the applicable
26 mandated reporting laws, and as a result, unreasonably and wrongfully exposed PLAINTIFFS and
27 other students to sexual molestation and abuse.

28 166. PLAINTIFFS were members of the class of persons for whose protection the applicable
mandated reporting laws were specifically adopted to protect.

1 167. Had Defendants adequately reported the molestation of PLAINTIFFS and other students, as
2 required by applicable mandated reporting laws, further harm to PLAINTIFFS and other individuals
3 would have been avoided.

4 168. As a proximate result of Defendants' failure to follow the mandatory reporting requirements,
5 Defendants wrongfully denied PLAINTIFFS and other male students the intervention of law
6 enforcement and the appropriate authorities. Such public agencies would have changed the then-
7 existing arrangements and conditions that provided the access and opportunities for the molestation
8 of PLAINTIFFS by HARRIS.

9 169. The physical, mental, and emotional damages and injuries resulting from the sexual abuse
10 and molestation of PLAINTIFFS by HARRIS were the type of occurrences and injuries that the
11 applicable mandated reporting laws were designed to prevent.

12 170. As a result, Defendants' failure to comply with the mandatory reporting requirements
13 constituted a per se breach of Defendants' duties to PLAINTIFFS.

14 171. Defendants each breached their duty to PLAINTIFFS by, *inter alia*, failing to adequately
15 monitor and supervise HARRIS and stop HARRIS from committing wrongful sexual acts with
16 students, including PLAINTIFFS.

17 172. Defendants' negligence per se concerning HARRIS's sexually abusive and perverse
18 behavior was a substantial factor in causing PLAINTIFFS' injuries and damages.

19 173. As a direct and proximate result of the conduct of Defendants, individually, jointly, and/or
20 severally, PLAINTIFFS sustained severe emotional distress and physical pain, emotional anguish,
21 fear, anxiety, humiliation, embarrassment, and other physical and emotional injuries, damages both
22 economic and noneconomic), and permanent disability, in the past, present, and future, for which
23 this claim is made. The injuries suffered by PLAINTIFFS are substantial, continuing, and
24 permanent.

25 **CALIFORNIA GOVERNMENT CLAIMS ACT**
26 **GOV. CODE §903M**

27 174. Pursuant to California Code of Civil Procedure section 340.1 (s) and California Government
28 Code Section 905 (m), claims of sexual assault against a minor are not required to be presented to

1 government entities. This case, as alleged herein, is a case of sexual assault against minors and
2 therefor PLAINTIFFS's state law claims are not subject to any pre suit presentment requirements.

3 175. Further, compliance with the California Government Claims Act is not required for
4 PLAINTIFFS' Title IX claims as these claims are based upon Federal law and exempt therefrom.

5 **ADDITIONAL CAUSES OF ACTION**

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7 176. PLAINTIFFS may plead and incorporate additional causes of action not contained herein in
8 a subsequent amended complaint following the court granting leave to amend this complaint.

9 **DEMAND FOR JURY TRIAL**

10 177. PLAINTIFFS hereby demand a trial by jury.

11
12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFFS pray for judgment against Defendants for relief as
14 follows:

- 15 1. For past, present, and future non-economic damages in an amount to be determined
16 at trial;
- 17 2. For past, present, and future special damages, including but not limited to past,
18 present, and future lost earnings, economic damages and others, in an amount to be
19 determined at trial;
- 20 3. Exemplary and punitive damages sufficient to punish and deter George Harris Jr.
21 and others from future wrongful practices;
- 22 4. Statutory damages, treble damages and other relief permitted by the laws of this
23 state that will govern these actions;
- 24 5. For costs of suit;
- 25 6. For interest based on damages, as well as pre-judgment and post-judgment interest
26 as allowed by law;

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- 7. For attorney’s fees pursuant to California Code of Civil Procedure sections 1021.5, et seq., Civil Code sections 52, et seq., 51, et seq., 42 U.S.C. § 1988 or as otherwise allowable by law;
- 8. For declaratory and injunctive relief, including but not limited to court supervision of Defendant El Segundo Unified School District; and
- 9. For such other and further relief as this Court may deem proper.

DATED this 23rd day of August 2023.

Respectfully submitted,

THE CARLSON LAW FIRM, PC

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