

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Daniel Crowley

1 DEBORAH S. MALLGRAVE, State Bar No. 198603
DMallgrave@GGTrialLaw.com
2 CLAIRE-LISE Y. KUTLAY, State Bar No. 307080
CKutlay@GGTrialLaw.com
3 TARYN Q. MCPHERSON, State Bar No. 329461
TMcPherson@GGTrialLaw.com
4 **GREENBERG GROSS LLP**
601 S. Figueroa Street, 30th Floor
5 Los Angeles, California 90017
Telephone: (213) 334-7000
6 Facsimile: (213) 334-7001
7 MICHAEL RECK, State Bar No. 209895
MReck@AndersonAdvocates.com
8 MICHAEL G. FINNEGAN, State Bar No. 241091
Mike@AndersonAdvocates.com
9 JENNIFER E. STEIN, State Bar No. 300775
Jennifer@AndersonAdvocates.com
10 **JEFF ANDERSON & ASSOCIATES**
11812 San Vicente Boulevard, #503
11 Los Angeles, California, 90049
Telephone: (310) 357-2425
12 Facsimile: (651) 297-6543

13 Attorneys for Plaintiff

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

16 JOHN DOE 7008,
17 Plaintiff,
18 v.
19 CONRAD MAINWARING; REGENTS OF
THE UNIVERSITY OF CALIFORNIA; and
20 DOES 1-20,
21 Defendants.

Case No. 20STCV35332

**COMPLAINT FOR DAMAGES;
DEMAND FOR JURY TRIAL**

- 1) Negligence
- 2) Negligent Supervision
- 3) Sexual Battery (Civ. Code, § 1708.5)
- 4) Sexual Harassment (Civ. Code, § 51.9)
- 5) Gender Violence (Civ. Code, § 52.4)

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

1 Plaintiff John Doe 7008 (“Plaintiff”) brings this action against Defendants Conrad
2 Mainwaring, Regents of the University of California, and Does 1 through 20 (together,
3 “Defendants”), and based on information and belief alleges as follows:

4 **NATURE OF THE CASE**

5 **PARTIES**

6 1. Plaintiff is an adult male currently residing in Cobb County, Georgia. The name
7 utilized by Plaintiff in this Complaint is fictitious to protect his privacy as a victim of child sexual
8 assault and molestation. Plaintiff was born in 1994 and was a minor throughout the period of child
9 sexual assault alleged herein. At all times relevant to this Complaint, Plaintiff was residing in Cobb
10 County. Plaintiff brings this Complaint pursuant to Code of Civil Procedure section 340.1, as
11 amended by Assembly Bill 218, for the sexual assault he suffered at the hands of
12 Defendants. Plaintiff’s claims for damages suffered as a result of childhood sexual assault are
13 timely filed as this Complaint is filed within 22 years of the date plaintiff attained the age of
14 majority.

15 2. Defendant Conrad Avondale Mainwaring (“Mainwaring”) is an adult individual,
16 who Plaintiff is informed and believes is currently residing in Los Angeles, California.

17 3. Defendant Regents of the University of California (“University”) at all times
18 relevant to this Complaint was and is a Constitutional corporation established under Article IX,
19 Section 9 of the California Constitution, charged with the administration of a public trust known as
20 the University of California. The corporation is in the form of a board that was established in 1878
21 to share governance with the president of the University of California and faculty to ensure “the
22 highest standards of excellence in fulfilling the University of California’s mission of teaching,
23 research, and public service.” The University operates nine individual campuses located in
24 Berkeley, Davis, Irvine, Los Angeles, Riverside, San Diego, San Francisco, Santa Barbara, Santa
25 Cruz, and Merced.

26 4. The University’s Los Angeles campus (“UCLA”) was founded in 1919 and is one of
27 the country’s most prestigious and applied-to public universities. The main Westwood campus
28 serves more than 44,000 undergraduate and graduate students. UCLA offers 11 varsity sports

1 programs for men and 14 for women, including men's and women's track and field. UCLA
2 competes in NCAA Division I, the highest level of intercollegiate athletics, where it boasts the
3 second-highest number of NCAA team championships in the PAC-12 conference.

4 5. The true names and capacities, whether individual, corporate, associate, or otherwise
5 of Defendants named herein as Does 1 through 20, inclusive, are currently unknown to Plaintiff,
6 who therefore sues said Defendants Does 1 through 20 by such fictitious names. Plaintiff is
7 informed and believes that Does 1 through 20 are legally responsible in some manner for the
8 events, happenings, and/or tortious and unlawful conduct that caused the injuries and damages
9 alleged in this Complaint. Plaintiff will amend this Complaint to show the true names and
10 capacities of the Defendants designated herein as Does 1 through 20 when they have been
11 ascertained.

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

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

18 8. On information and belief, at all times material hereto, Defendants were the agents,
19 representatives, servants, employees, partners, and/or joint venturers of each and every other
20 Defendant and were acting within the course and scope of said alternative capacity, identity,
21 agency, representation and/or employment and were within the scope of their authority, whether
22 actual or apparent. Each of the Defendants is responsible in some manner for one or more of the
23 events and happenings described herein. Each Defendant approved and/or ratified the conduct of
24 each other Defendant. Consequently, each Defendant is jointly and severally liable to Plaintiff for
25 the damages sustained as a proximate result of his, her, or its conduct. Each of the Defendants
26 proximately caused the injuries and damages alleged.

27
28

1 **FACTUAL ALLEGATIONS**

2 **I. *Defendant Mainwaring Establishes a Decades-Long Pattern of Abuse.***

3 9. Defendant Mainwaring was born in Antigua in 1951. Sometime thereafter, he
4 moved to England, where he trained to compete in Olympic hurdling. Although he did not make
5 England’s national team, he competed for Antigua in the 1976 Montreal Summer Olympics.

6 10. On information and belief, Defendant Mainwaring started training teenage athletes
7 in or around the mid-1970s. Defendant Mainwaring recruited young athletes by flaunting his own
8 athletic accomplishments, including his Olympic participation, and inflating his importance in the
9 eyes of prospective trainees, and flattering young athletes, showering them with interest and
10 attention and promising to make them competitive at the highest levels. Using this grooming
11 technique, Defendant Mainwaring recruited teenage trainees to what he called his “squads.”

12 11. On information and belief, Defendant Mainwaring’s psychological manipulation
13 only intensified once the recruited athletes started training with him. Defendant Mainwaring
14 preached sobriety and celibacy, avidly discouraging his trainees from the distractions of women and
15 partying and touting the athletic benefits of total body control and having just the right testosterone
16 levels for athletic superiority.

17 12. He also developed coded language to use with his young trainees—such as
18 “wenching” for associating with women, “coffee” to refer to masturbation, and “tea” to refer to a
19 nocturnal emission—to make his trainees feel like they were part of an elite, exclusive club, and to
20 reinforce a culture of secrecy.

21 13. On information and belief, Defendant Mainwaring would tell his teenage squad
22 members that he was conducting psychological research on masturbation habits. He would ask
23 squad members about the frequency, timing, duration, and character of the squad member’s
24 masturbation routine, and instructed members to refrain from masturbation as long as they could.

25 14. On information and belief, Defendant Mainwaring would often give his squad
26 members massages after workouts, which he deemed “physiotherapy.” As part of the
27 “physiotherapy,” Defendant Mainwaring would instruct the squad member to “think up an erection”
28 and then “think it down.” He would then rub the squad member’s genitals until the squad member

1 ejaculated. To normalize the sexual assault, Defendant Mainwaring would use clinical language
2 and emphasize the supposed connection between sexual “control” and athletic ability.

3 15. Defendant Mainwaring moved to Massachusetts in the late 1970s, where he began
4 working as a counselor at Camp Greylock, an all-boys camp. On information and belief, Defendant
5 Mainwaring continued his pattern of assault while under the employ of the camp: he dangled the
6 prospect of athletic success in front of young boys, recruited them into a secretive training culture
7 which discouraged female interaction, slowly introduced the concept of total “bodily control,” and
8 ultimately abused them under the auspices of “mental training.” On information and belief, and as
9 reported in various news articles, Defendant Mainwaring assaulted at least seven boys at the camp.

10 16. In or around 1980, Defendant Mainwaring moved to Syracuse, New York, to pursue
11 a graduate degree in counseling and guidance. On information and belief, he recruited student-
12 athletes from Syracuse University, where he worked in student housing, and a local high school,
13 where he kept office hours as a counselor. On information and belief, and as reported in various
14 news articles, Defendant Mainwaring assaulted at least fourteen boys in the Syracuse area while he
15 was a graduate student.

16 17. In or around 1985, Defendant Mainwaring began working in the admissions
17 department at Colgate University (“Colgate”). On information and belief, and as reported in
18 various news articles, Defendant Mainwaring assaulted at least one student while he was working at
19 Colgate, an eighteen-year-old Colgate freshman.

20 18. In or around 1987, Defendant Mainwaring was hired as the Associate Master of
21 Student Housing at California Institute of Technology (“Caltech”) in Pasadena, California. On
22 information and belief, Defendant Mainwaring assaulted at least three young men during his brief
23 tenure at Caltech. One of the students filed an anonymous complaint with the university, detailing
24 how Defendant Mainwaring invited him and his girlfriend to a “counseling session,” wherein
25 Defendant Mainwaring told the couple that “their relationship stalled because the man's sex drive
26 wasn't strong enough.” Subsequently, Defendant Mainwaring told the unnamed student that he had
27 a fix for the problem and invited him to his home. Once the student was alone with Defendant
28 Mainwaring in his home, Defendant Mainwaring attempted to assault him.

1 19. On information and belief, the university fired Defendant Mainwaring less than one
2 year from the date of his hiring following an internal investigation related to a student complaint.

3 **II. *Defendant UCLA Facilitates Defendant Mainwaring's Sexual Predation of Young***
4 ***Athletes.***

5 20. Following his termination from Caltech, Defendant Mainwaring began training
6 student-athletes at UCLA's Drake Stadium in the early-mid 1990s. Drake Stadium is a small,
7 11,700 capacity stadium which is home to UCLA's track and field team. On information and
8 belief, the track and field roster are capped at 120 student-athletes. While the staff composition has
9 changed over the years, the team has consistently had multiple assistant coaches working in tandem
10 with a head coach.

11 21. On information and belief, as part of his efforts to recruit members for his private
12 training squad, Defendant Mainwaring would attend UCLA and local high school track meets, and
13 solicit former, current, and hopeful UCLA track team members while he was hanging around Drake
14 Stadium. In addition to training high school students hopeful of making collegiate sport teams,
15 Defendant Mainwaring also coached members of UCLA's own track team.

16 22. As a result of the relatively small size of Drake Stadium and the track and field team,
17 most, if not all, of the coaches became familiar with Defendant Mainwaring. On information and
18 belief, prior to Plaintiff's contact with Defendant Mainwaring, one or more of UCLA's coaches
19 were suspicious of Defendant Mainwaring's conduct and tried to limit his access to Drake Stadium.

20 23. As Defendant Mainwaring trained athletes at Drake Stadium, on information and
21 belief, he developed close relationships with UCLA's senior athletic recruiters and eligibility
22 coordinators, including Nicholas Thornton. As he sought to recruit young high school students for
23 his squad and train them at Drake Stadium, Defendant Mainwaring touted his connection with
24 UCLA, often implying he worked for and assisted with recruiting student athletes for UCLA. On
25 information and belief, Thornton was aware that Defendant Mainwaring made such representations
26 to young high school students and took no action to stop Defendant Mainwaring or otherwise
27 attempt to correct statements and representations that Defendant Mainwaring made to the young
28 high school students.

1 24. To the contrary, on information and belief, Thornton assisted Defendant Mainwaring
2 with his recruitment efforts and provided Defendant Mainwaring with various items to assist with
3 his recruiting, including stationary with UCLA letterhead and UCLA-branded backpacks and t-
4 shirts. On information and belief, Thornton frequently attended Defendant Mainwaring’s training
5 sessions at Drake Stadium, where he would meet and sometimes train with Defendant
6 Mainwaring’s student athletes.

7 25. On information and belief, Thornton also knew of Defendant Mainwaring’s bogus
8 “training” techniques and methodology for grooming minor athletes for sexual assault, including
9 that he preached celibacy, total body control, training to control an erection, and the need for high
10 testosterone levels.

11 26. On information and belief, in or around July 2016, a UCLA alumnus went to Drake
12 Stadium and confronted Defendant Mainwaring about the sexual assault he suffered at the hands of
13 Defendant Mainwaring.

14 27. Shortly thereafter, on July 8, 2016, an anonymous member of the UCLA Track Club
15 and Field Team made a report to UCLA’s police department alleging he was sexually assaulted by
16 Defendant Mainwaring.

17 28. On information and belief, in or around August 2016, UCLA sent a letter to
18 Defendant Mainwaring notifying him that he was banned from UCLA’s campus and from working
19 with UCLA’s athletes.

20 29. On information and belief, UCLA has since promoted Thornton and Thornton is
21 currently Associate Director for Academic & Student Services.

22 30. In June 2019, the Los Angeles district attorney’s office filed criminal charges against
23 Defendant Mainwaring for sexual battery by fraud. Defendant Mainwaring is still awaiting trial.

24 **III. *Defendant Mainwaring Identifies and Sexually Grooms Plaintiff.***

25 31. Plaintiff was raised in an athletic family. Plaintiff’s father had been a professional
26 football player and was always supportive of his son’s interest in sports and his natural athletic
27 ability. As Plaintiff grew, and as he began middle school, his athletic interests focused on football
28 and track. Seeing his son’s talent and desire, and based on his own familiarity with athletics,

1 Plaintiff's father thought it was important that Plaintiff have a professional mentor and trainer to
2 supplement his local athletic program. Plaintiff's father was familiar with Defendant Mainwaring
3 and had himself trained with Mainwaring when Mainwaring was working at Syracuse University.

4 32. When Plaintiff was in middle school, in approximately 2007, Plaintiff's father
5 introduced Plaintiff to Defendant Mainwaring. As Defendant Mainwaring was living in Los
6 Angeles at the time, the two met over the phone and began a remote training program and
7 mentorship relationship.

8 33. The trainer/mentor relationship between Defendant Mainwaring and Plaintiff
9 developed quickly, and it was not long before the two were talking frequently, sometimes every
10 day. Defendant Mainwaring insisted on frequent check-ins, claiming that such involvement was
11 necessary for him to guide Plaintiff's training. During their conversations, Defendant Mainwaring
12 insisted on knowing personal details about Plaintiff's life, claiming such details related to Plaintiff's
13 mental well-being and the concentration and focus required to succeed as an athlete. With training
14 as a ruse, Defendant Mainwaring manipulated his way into becoming a huge part of Plaintiff's life,
15 gaining Plaintiff's confidence and trust.

16 34. As part of Plaintiff's training, Defendant Mainwaring insisted upon absolute secrecy.
17 Plaintiff was not to disclose Defendant Mainwaring's training techniques to anyone, including his
18 family. According to Defendant Mainwaring, the relationship between the trainer and trainee
19 required absolute trust. Not everyone could train for or compete at a professional level, and
20 Defendant Mainwaring would only work with those dedicated enough to follow his rules. Training
21 with Defendant Mainwaring made you a member of a select group. And only by following
22 Defendant Mainwaring's rules could Plaintiff be a part of that select group and become a successful
23 athlete. As Defendant Mainwaring's training techniques were for his select group of students,
24 secrecy was also required to prevent other athletes from learning these techniques.

25 35. As part of his efforts to maintain secrecy, Defendant Mainwaring not only developed
26 a secret language, but also had a secret code for his athletes to use when they called him. When
27 calling his home telephone number, callers in the secret club were to let the phone ring once, hang
28

1 up, and then call back. Using that signal, Defendant Mainwaring would know the call was from a
2 member of the secret club.

3 **IV. Defendant Mainwaring Assaults Plaintiff Using Bogus Athletic “Training” Techniques.**

4 36. Initially, Defendant Mainwaring began Plaintiff’s training with work outs, basic
5 exercises and the explanation of Mainwaring’s training philosophy—elements of which included
6 the ability to focus, having control over one’s body and emotions, appropriate testosterone levels,
7 and no women, sex, or masturbation. Women and sex would negatively impact a male athlete’s
8 testosterone levels.

9 37. Having gained Plaintiff’s trust and confidence, and having silenced Plaintiff by
10 requiring complete secrecy, Defendant Mainwaring began sexually assaulting Plaintiff. During
11 their phone conversations, Defendant Mainwaring would require Plaintiff to perform sexual acts on
12 his command, telling Plaintiff to achieve an erection, hold the erection, lose the erection, masturbate
13 to the point of ejaculation (but not ejaculate), masturbate and ejaculate, or various combinations of
14 all these acts. As previously described herein, Defendant Mainwaring had a secret language or code
15 for each sexual act, which he taught to Plaintiff to assist in his “training.” Since Plaintiff was
16 otherwise discouraged from masturbating or having sex, his “training” sessions with Defendant
17 Mainwaring were the only times Plaintiff was permitted to explore his sexuality.

18 38. Along with the training, Defendant Mainwaring often talked with Plaintiff about
19 Plaintiff’s athletic goals for high school and, as he got older, for college. During these
20 conversations, Defendant Mainwaring would frequently boast about UCLA and its athletic
21 program, and tell Plaintiff that if he came to visit, Defendant Mainwaring could introduce Plaintiff
22 to UCLA recruiters and track team members that were part of Defendant Mainwaring’s training
23 squad.

24 39. As Plaintiff’s training progressed, Defendant Mainwaring began sending him gifts,
25 along with letters written on UCLA Athletics letterhead. As an example, on July 23, 2010,
26 Defendant Mainwaring sent Plaintiff a UCLA-branded t-shirt and lightweight backpack. Another
27 time, Defendant Mainwaring sent Plaintiff football cleats, also with a letter written on UCLA
28 Athletics letterhead.

1 40. As Plaintiff was wrapping up his junior year of high school, Defendant Mainwaring
2 convinced Plaintiff to travel to Los Angeles to visit the UCLA campus, to train with Defendant
3 Mainwaring and UCLA track members, meet UCLA’s recruiters, and tour the campus. Plaintiff,
4 and Plaintiff’s parents, agreed to the trip.

5 41. By July 13, 2011 email, Defendant Mainwaring instructed the Plaintiff to bring his
6 high school transcript, SAT and ACT scores with him so that he could “run [his] grades by UCLA.”

7 42. In July 2011, following his junior year of high school, Plaintiff flew from Georgia to
8 Los Angeles, to visit UCLA. While in Los Angeles, Plaintiff trained at Drake Stadium with
9 Defendant Mainwaring and various UCLA track members on a daily basis. During his training
10 sessions at Drake Stadium, Plaintiff met and trained with UCLA athletic staff, UCLA athletes and
11 eligibility coordinator Nicholas Thornton. Plaintiff specifically recalls Thornton being present on a
12 daily basis and assisting Defendant Mainwaring during the training sessions. Plaintiff also met
13 with recruiting coordinator Justin Price while touring the athletic facilities.

14 43. Defendant Mainwaring coordinated with UCLA to organize a tour of its campus for
15 Plaintiff, and arranged for him to spend a night with a track team member in his UCLA dorm room.
16 Plaintiff was also given a UCLA “Summer Orientation” backpack.

17 44. Other than the one night Plaintiff stayed with a UCLA student in the dorms, Plaintiff
18 stayed with Defendant Mainwaring at his apartment. Thornton was also frequently with Defendant
19 Mainwaring and Plaintiff at the apartment. In Plaintiff’s presence, Defendant Mainwaring and
20 Thornton frequently discussed Plaintiff’s training and Defendant Mainwaring would brag about
21 Plaintiff’s abilities to Thornton. As he bragged, Defendant Mainwaring would use his coded
22 language, explaining to Thornton Plaintiff’s ability to hold an erection or control his ejaculations. It
23 was obvious from the conversation that Thornton was aware of Defendant Mainwaring’s “training
24 techniques” and understood and endorsed Defendant Mainwaring’s coded language.

25 45. While at Defendant Mainwaring’s home, given the extensive training of the week,
26 Mainwaring told Plaintiff he needed physical therapy. In providing therapy to Plaintiff, Defendant
27 Mainwaring rubbed down his legs and, in doing so, would gradually work his way up to Plaintiff’s
28 groin. Using his own hand, Defendant Mainwaring would stroke and stimulate Plaintiff’s penis,

1 and even “test” Plaintiff’s ability to hold an erection and hold an orgasm, as he did over the
2 telephone.

3 46. After the trip, when Plaintiff returned to Georgia, Defendant Mainwaring
4 maintained frequent contact with Plaintiff and continued with his sexual assault of Plaintiff through
5 his remote “training” techniques and issuing sexual commands to Plaintiff over the telephone.

6 47. That fall, Defendant Mainwaring suggested to and encouraged Plaintiff to explore
7 “athletic modeling” and told Plaintiff that he could get Plaintiff started in the business. Defendant
8 Mainwaring told Plaintiff to get professional headshots taken. Defendant Mainwaring then
9 convinced Plaintiff he would be perfect for underwear modeling and could make a lot of money in
10 that business. Defendant Mainwaring requested that Plaintiff send Defendant Mainwaring pictures
11 of Plaintiff in his underwear, with an erection. Thinking the photographs were for a modeling
12 portfolio, Plaintiff complied. Upon information and belief, Defendant Mainwaring used the
13 photographs for his own sexual gratification and never submitted Plaintiff’s photographs to anyone
14 for the purpose of securing modeling jobs.

15 48. Plaintiff did not, and was unable to, give free or voluntary consent to the sexual acts
16 perpetrated against him by Defendant Mainwaring, as he was a minor child at the time of the
17 assaults alleged herein.

18 49. The sexual acts perpetrated upon Plaintiff by Defendant Mainwaring constitute child
19 sexual assault as defined by California Code of Civil Procedure Section 340.1, as modified by
20 Assembly Bill 218, and were a violation of the California Penal Code, including, but not limited to,
21 Penal Code Sections 288, 311.4, and 647.6.

22 50. Prior to and during the sexual harassment, molestation and assaults of Plaintiff,
23 Defendants knew or should have known, or were otherwise on notice, that Defendant Mainwaring
24 had violated his role as a coach and mentor, and used his position of authority and trust acting in
25 connection with and on behalf of Defendant UCLA to gain access to children, including Plaintiff,
26 on and off Defendant UCLA’s facilities and grounds, which he used to inappropriately touch,
27 molest, abuse, and assault Plaintiff.

28

1 51. Defendants knew or should have known of Defendant Mainwaring's propensity and
2 disposition to engage in sexual misconduct with minors before he sexually assaulted and harassed
3 Plaintiff, and knew of the probability that he would harass minors with whom he came into contact,
4 such as Plaintiff.

5 52. Defendants had a duty to disclose these facts to Plaintiff, his parents, and others, but
6 negligently and/or intentionally suppressed, concealed, or failed to disclose this information for the
7 express purposes of maintaining Defendant Mainwaring's image as an ethical, safe, and trusted
8 coach and mentor affiliated with Defendant UCLA. The duty to disclose this information arose
9 from the special, trusting, confidential, fiduciary, and *in loco parentis* relationship between
10 Defendants and Plaintiff.

11 53. On information and belief, Defendants ratified and authorized Defendant
12 Mainwaring's sexual assaults of Plaintiff by (1) failing to discharge, dismiss, discipline, suspend,
13 terminate their affiliation with and/or supervise Defendant Mainwaring, after receiving notice that
14 Defendant Mainwaring was sexually assaulting minors, (2) actively shielding Defendant
15 Mainwaring from responsibility for his sexual assaults of Plaintiff, (3) failing to take steps to timely
16 remove Defendant Mainwaring from Defendant UCLA's training facilities so as to prevent him
17 from using the authority bestowed upon him by Defendant UCLA to gain access to minors and
18 sexually assault them, (4) accepting the benefits of Defendant Mainwaring's coaching, training, and
19 recruitment efforts when they knew or should have known Mainwaring was sexually assaulting
20 minors, (5) supporting and encouraging Defendant Mainwaring's recruitment efforts by providing
21 him with access to UCLA-branded items, including stationary, backpacks, and t-shirts, and (6) by
22 allowing, permitting, and accepting UCLA's employees to assist with Defendant Mainwaring's
23 training sessions and sexually abusive training techniques.

24 54. Plaintiff is informed and believes, and on that basis alleges, that Defendants' conduct
25 constitutes a cover up as statutorily defined by Code of Civil Procedure section 340.1(b), and that
26 Plaintiff's sexual assault is the result of Defendants' cover up.

27 55. As a direct and proximate result of Plaintiff's sexual assaults by Defendant
28 Mainwaring, which Defendants enabled, facilitated and caused, Plaintiff has suffered economic

1 injury, all to Plaintiff's general, special, and consequential damage in an amount to be proven at
2 trial, but in no event less than the minimum jurisdictional amount of this Court.

3 **FIRST CAUSE OF ACTION**

4 **NEGLIGENCE**

5 **(Against Defendants University and DOES 1-20)**

6 56. Plaintiff re-alleges and incorporates by reference each and every allegation contained
7 above as though fully set forth and brought in this cause of action.

8 57. Defendants' conduct, actions, and omissions served to create an environment in
9 which Defendant Mainwaring was afforded years of continuous access to minors, including
10 Plaintiff, who was sexually assaulted, abused, and molested by Defendant Mainwaring from the
11 time Plaintiff was in middle school, from approximately the age of 13 until he turned 18.

12 58. Prior to the sexual assault perpetrated against Plaintiff, Defendant University, by and
13 through its agents, servants, and employees, knew or reasonably should have known of Defendant
14 Mainwaring's sexually abusive and exploitative propensities. It was foreseeable that if Defendant
15 University did not adequately exercise or provide the duty of care owed to minors using their
16 facilities and on their campus, including but not limited to Plaintiff, that those minors would be
17 vulnerable to sexual assault by Defendant Mainwaring.

18 59. Defendant University had and has a duty to protect minors using its facilities and on
19 its campus, including Plaintiff. Defendant University had a duty to use reasonable care to protect
20 students from known or foreseeable dangers. Defendants owed Plaintiff, as a minor at the time, a
21 special duty of care, in addition to a duty of ordinary care, and owed Plaintiff the higher duty of
22 care that adults dealing with children owe to protect them from harm.

23 60. Defendant University breached its duty of care to Plaintiff by allowing Defendant
24 Mainwaring to come into contact with him as a minor without appropriate supervision; by failing to
25 properly investigate Mainwaring's conduct and practices; by failing to inform or concealing from
26 Plaintiff's parents, guardians, or law enforcement officials, that Mainwaring was or may have been
27 sexually abusing minors; by holding out Mainwaring to the University and student community at
28 large as being in good standing and trustworthy as a person of stature and integrity. Defendant

1 University cloaked within the façade of normalcy Mainwaring’s contact with Plaintiff by providing
2 Defendant Mainwaring with UCLA-branded items for him to use in his recruiting and grooming of
3 Plaintiff and permitting UCLA employees to assist with Defendant Mainwaring’s training sessions
4 and sexually abusive training techniques. Through its actions and inactions, Defendant University
5 deliberately concealed and disguised the sexual assaults of which it knew or should have known
6 Mainwaring committed.

7 61. As a direct and proximate result of Defendant University’s multiple and continuous
8 breaches, Plaintiff has suffered economic injury, all to Plaintiff’s general, special, and consequential
9 damage in an amount to be proven at trial, but in no event less than the minimum jurisdictional
10 amount of this Court.

11 62. As a result of the above-described conduct, Plaintiff has suffered and continues to
12 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional
13 distress, severe anxiety, depression, feelings of self-blame, hypervigilance, a lost sense of trust, a
14 sense of being tainted, and relationship and intimacy issues, and was prevented and will continue to
15 be prevented from performing daily activities and obtaining the full enjoyment of life.

16 **SECOND CAUSE OF ACTION**

17 **NEGLIGENT RETENTION, TRAINING, AND SUPERVISION**

18 **(Against Defendants University and DOES 1-20)**

19 63. Plaintiff re-alleges and incorporates by reference each and every allegation contained
20 above as though fully set forth and brought in this cause of action.

21 64. Prior to the sexual assault perpetrated against Plaintiff, Defendant University, by and
22 through its agents, servants, and employees, knew or reasonably should have known of Defendant
23 Mainwaring’s sexually abusive and exploitative propensities. It was foreseeable that if Defendant
24 University did not adequately exercise or provide the duty of supervision and investigation owed to
25 minors using their facilities and on their campus, including but not limited to Plaintiff, that those
26 minors would be vulnerable to sexual assault by Defendant Mainwaring. Defendant University,
27 through its agents, servants, and employees, knowingly, negligently, recklessly, and carelessly
28 placed or otherwise allowed Mainwaring to stay in a position to cause such foreseeable harm.

1 65. As an educational institution where all students are entrusted to the teachers,
2 counselors, advisors, mentors, faculty members, administrators, coaches, and trainers, Defendant
3 University expressly and implicitly represented that these individuals, including Defendant
4 Mainwaring, were not a sexual threat to children and others who would fall under Defendant
5 Mainwaring's influence, control, direction, and guidance.

6 66. Defendant University was aware or should have been aware of minors' significant
7 vulnerability to sexual harassment, molestation and assault by mentors, advisors, teachers,
8 counselors, coaches, trainers, and other persons of authority within or affiliated with Defendant
9 University.

10 67. Defendant University owed Plaintiff a duty to provide reasonable supervision over
11 Defendant Mainwaring, to use reasonable care in investigating Mainwaring, and to provide
12 adequate warning to Plaintiff and his family of Mainwaring's sexually abusive and exploitative
13 propensities and unfitness.

14 68. Defendant University breached its duty to Plaintiff by, among other things, failing to
15 adequately monitor and supervise Defendant Mainwaring. Defendant University had a duty to and
16 failed to adequately train and supervise all counselors, advisors, teachers, coaches, mentors,
17 administrators, and staff to create a positive and safe environment, specifically including in its
18 training facilities, to perceive, report and stop inappropriate conduct on its campus, in its athletic
19 programs, and through the use of its training facilities.

20 69. Defendant University breached its duty to Plaintiff by permitting Defendant
21 Mainwaring's continued affiliation with UCLA and the use of Drake Stadium for training minor
22 students, including high school as well as collegiate athletes, despite that it knew or should have
23 known known of Defendant Mainwaring's propensity to commit sexual assault.

24 70. As a direct and proximate result of Defendants' multiple and continuous breaches,
25 Plaintiff has suffered economic injury, all to Plaintiff's general, special, and consequential damage
26 in an amount to be proven at trial, but in no event less than the minimum jurisdictional amount of
27 this Court.

28

1 71. As a result of the above-described conduct, Plaintiff has suffered and continues to
2 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional
3 distress, severe anxiety, depression, feelings of self-blame, shame, hypervigilance, a lost sense of
4 trust, a sense of being tainted, and relationship and intimacy issues, and was prevented and will
5 continue to be prevented from performing daily activities and obtaining the full enjoyment of life.

6 **THIRD CAUSE OF ACTION**

7 **SEXUAL BATTERY**

8 **(Against all Defendants)**

9 72. Plaintiff re-alleges and incorporates by reference each and every allegation contained
10 above as though fully set forth in this cause of action.

11 73. During Plaintiff's time at Defendant University, and while Defendant Mainwaring
12 was affiliated with Defendant University, Defendant Mainwaring intentionally, recklessly, and
13 wantonly made sexual advances, solicitations, requests, and demands for sexual compliance of a
14 hostile nature based on Plaintiff's gender that were unwelcome, pervasive, and severe. The sexual
15 harassment and assault included, but was not limited to, massaging, manipulating, and fondling
16 Plaintiff's genitals, and manipulating and controlling Plaintiff's sexual activity, including his
17 erections and ejaculations, for Defendant Mainwaring's own perverted pleasure.

18 74. Defendant Mainwaring did the aforementioned acts with the intent to cause a
19 harmful or offensive contact with an intimate part of Plaintiff's person that would offend a
20 reasonable sense of personal dignity. Further, said acts did cause a harmful or offensive contact
21 with an intimate part of Plaintiff's person that would offend a reasonable sense of personal dignity.

22 75. On information and belief, Defendant University ratified and authorized Defendant
23 Mainwaring's sexual battery and assault of Plaintiff by (1) allowing Defendant Mainwaring to
24 come into contact with Plaintiff as a minor without supervision, (2) failing to inform or concealing
25 from Plaintiff's parents, guardians, or law enforcement officials that Mainwaring was or may have
26 been sexually abusing minors, (3) by holding out Mainwaring to the University and student
27 community at large as being in good standing and trustworthy as a person of stature and integrity,
28 (4) failing to take steps to timely remove Mainwaring from the University's athletic program and

1 terminate its affiliation with Defendant Mainwaring so as to prevent him from using the authority
2 bestowed upon him by the University to gain access to minors, like Plaintiff, and sexually harass
3 and assault them, (5) supporting and encouraging Defendant Mainwaring's recruitment efforts by
4 providing him with access to UCLA-branded items, including stationary, backpacks, and t-shirts,
5 and (6) by allowing, permitting, and accepting UCLA's employees to assist with Defendant
6 Mainwaring's training sessions and sexually abusive training techniques.

7 76. Because of Defendant Mainwaring's position of authority over Plaintiff, Plaintiff's
8 mental and emotional state, and Plaintiff's young age, Plaintiff was unable to and did not give
9 consent to such acts.

10 77. As a direct and proximate result of the above-described conduct, Plaintiff has
11 suffered economic injury, all to Plaintiff's general, special, and consequential damage in an amount
12 to be proven at trial, but in no event less than the minimum jurisdictional amount of this Court.

13 78. As a result of the above-described conduct, Plaintiff has suffered and continues to
14 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional
15 distress, severe anxiety, depression, feelings of self-blame, shame, hypervigilance, a lost sense of
16 trust, a sense of being tainted, and relationship and intimacy issues, and was prevented and will
17 continue to be prevented from performing daily activities and obtaining the full enjoyment of life.

18 79. In subjecting Plaintiff to the wrongful treatment alleged herein, Defendants acted
19 willfully and maliciously with the intent to harm Plaintiff and in conscious disregard for Plaintiff's
20 rights so as to constitute malice and oppression under Civil Code section 3294. Plaintiff is
21 therefore entitled to the recovery of punitive damages against Defendant Mainwaring in a sum to be
22 shown according to proof at trial.

23 **FOURTH CAUSE OF ACTION**

24 **SEXUAL HARRASSMENT**

25 **(Against all Defendants)**

26 80. Plaintiff re-alleges and incorporates by reference each and every allegation contained
27 above as though fully set forth in this cause of action.

28

1 81. During Plaintiff's time at Defendant University, and while Defendant Mainwaring
2 was affiliated with Defendant University, Defendant Mainwaring intentionally, recklessly, and
3 wantonly made sexual advances, solicitations, requests, and demands for sexual compliance of a
4 hostile nature based on Plaintiff's gender that were unwelcome, pervasive, and severe. The sexual
5 harassment and assault included, but was not limited to, massaging, manipulating, and fondling
6 Plaintiff's genitals, and manipulating and controlling Plaintiff's sexual activity, including his
7 erections and ejaculations, for Defendant Mainwaring's own perverted pleasure.

8 82. Because of Plaintiff's relationship with Defendant Mainwaring and Plaintiff's age of
9 minority, Plaintiff was unable to terminate the relationship he had with Defendant Mainwaring.

10 83. Because of Defendant Mainwaring's age and position of authority, physical
11 seclusion of Plaintiff, Plaintiff's mental and emotional state, and Plaintiff's age of minority,
12 Plaintiff was unable to and did not give meaningful consent to Defendant's acts.

13 84. Even though Defendant University knew or should have known of these activities by
14 Defendant Mainwaring, Defendants did nothing to investigate, supervise, or monitor Defendant
15 Mainwaring to ensure the safety of minor children.

16 85. On information and belief, Defendant University ratified and authorized Defendant
17 Mainwaring's sexual battery and assault of Plaintiff by (1) allowing Defendant Mainwaring to
18 come into contact with Plaintiff as a minor without supervision, (2) failing to inform or concealing
19 from Plaintiff's parents, guardians, or law enforcement officials that Mainwaring was or may have
20 been sexually abusing minors, (3) by holding out Mainwaring to the University and student
21 community at large as being in good standing and trustworthy as a person of stature and integrity,
22 (4) failing to take steps to timely remove Mainwaring from the University's athletic program and
23 terminate its affiliation with Defendant Mainwaring so as to prevent him from using the authority
24 bestowed upon him by the University to gain access to minors, like Plaintiff, and sexually harass
25 and assault them, (5) supporting and encouraging Defendant Mainwaring's recruitment efforts by
26 providing him with access to UCLA-branded items, including stationary, backpacks, and t-shirts,
27 and (6) by allowing, permitting, and accepting UCLA's employees to assist with Defendant
28 Mainwaring's training sessions and sexually abusive training techniques.

1 86. As a direct and proximate result of the above-described conduct, Plaintiff has
2 suffered economic injury, all to Plaintiff's general, special, and consequential damage in an amount
3 to be proven at trial, but in no event less than the minimum jurisdictional amount of this Court.

4 87. As a result of the above-described conduct, Plaintiff has suffered and continues to
5 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional
6 distress, severe anxiety, depression, feelings of self-blame, shame, hypervigilance, a lost sense of
7 trust, a sense of being tainted, and relationship and intimacy issues, and was prevented and will
8 continue to be prevented from performing daily activities and obtaining the full enjoyment of life.

9 **FIFTH CAUSE OF ACTION**

10 **GENDER VIOLENCE (CIV. CODE, § 52.4)**

11 **(Against All Defendants)**

12 88. Plaintiff re-alleges and incorporates by reference each and every allegation contained
13 above as though fully set forth in this cause of action.

14 89. California Civil Code section 52.4 provides a plaintiff with a private cause of action
15 for damages against any person who subjects another to "Gender Violence." Gender Violence
16 constitutes gender discrimination through either: (1) at least one act: (a) that would constitute a
17 criminal offense under state law that has as an element the use, attempted use, or threatened use of
18 physical force against the person or property of another, and (b) that was committed at least in part
19 based on the gender of the victim; or (2) a physical intrusion or physical invasion of a sexual nature
20 under coercive conditions.

21 90. Defendants committed gender violence in violation of section 52.4 as follows:
22 Defendant Mainwaring sexually battered, sexually assaulted, molested, and otherwise sexually
23 violated Plaintiff. Defendants aided and abetted Defendant Mainwaring's crimes and sexual assault
24 of Plaintiff. On information and belief, Defendant University knowingly, intentionally,
25 deliberately, willfully, and/or recklessly disregarded information regarding Defendant
26 Mainwaring's sexual proclivity for minor male students. In so doing, they fostered and facilitated
27 the environment and impunity Defendant Mainwaring needed to sexually violate Plaintiff.

28

1 91. As a direct and proximate result of the above-described conduct, Plaintiff has
2 suffered economic injury, all to Plaintiff’s general, special, and consequential damage in an amount
3 to be proven at trial, but in no event less than the minimum jurisdictional amount of this Court.

4 92. As a result of the above-described conduct, Plaintiff has suffered and continues to
5 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional
6 distress, severe anxiety, depression, feelings of self-blame, shame, hypervigilance, a lost sense of
7 trust, a sense of being tainted, and relationship and intimacy issues, and was prevented and will
8 continue to be prevented from performing daily activities and obtaining the full enjoyment of life.

9 93. Defendants engaged in the conduct described herein with malice, oppression, and
10 fraud. Defendants intended to cause injury to Plaintiff or otherwise engaged in the described
11 despicable conduct with a willful and conscious disregard for the rights or safety of numerous
12 vulnerable minors. Defendants engaged in despicable conduct that subjected minors, including
13 Plaintiff, to cruel and unjust hardship in disregard of their rights. Defendants intentionally
14 misrepresented, deceived, and/or concealed the true nature of Defendant Mainwaring’s sexual
15 violence with the intention of depriving these young students, including Plaintiff, of their property
16 and/or their legal right to be free from violence, and/or otherwise causing them injury.

17 94. Pursuant to section 52.4 of the California Civil Code, Plaintiff seeks actual damages,
18 compensatory damages, attorneys’ fees and costs, and all other appropriate relief. Plaintiff also
19 seeks punitive damages against Defendant Mainwaring.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for the following relief against Defendants:

- 22 1. For past, present, and future general damages in an amount to be determined at trial;
- 23 2. For past, present, and future special damages, including but not limited to past,
24 present and future lost earnings, economic damages, and others in an amount to be determined at
25 trial;
- 26 3. For any appropriate statutory damages;
- 27 4. For cost of suit;
- 28 5. For interest as allowed by law;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6. For any appropriate punitive damages;

7. For treble damages as a result of Defendants' cover up pursuant to Code of Civil Procedure section 340.1(b);

8. For attorney's fees pursuant to Civil Code section 52.4, or otherwise as allowable by law; and

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

DATED: September 16, 2020

GREENBERG GROSS LLP

By: _____
Deborah S. Mallgrave
Claire-Lise Y. Kutlay
Taryn Q. McPherson

JEFF ANDERSON & ASSOCIATES
Michael Reck
Michael G. Finnegan
Jennifer E. Stein

Attorneys for Plaintiff JOHN DOE 7008

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff JOHN DOE 7008 hereby demands a trial by jury in this matter.

DATED: September 16, 2020

GREENBERG GROSS LLP

By: _____
Deborah S. Mallgrave
Claire-Lise Y. Kutlay
Taryn Q. McPherson

JEFF ANDERSON & ASSOCIATES
Michael Reck
Michael G. Finnegan
Jennifer E. Stein

Attorneys for Plaintiff JOHN DOE 7008