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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

16 **Assigned for All Purposes:**

Judge Gregory H. Lewis

17 TENISHA STEEN,
18 Plaintiff,
19 v.
20 SANTA ANA UNIFIED SCHOOL
DISTRICT; and DOES 2 through 20,
21
22 Defendants.

Case No. 30-2020-01140801-CU-PO-CJC

FIRST AMENDED COMPLAINT for:

- 1) Negligence
- 2) Negligent Supervision
- 3) Negligent Hiring/Retention
- 4) Negligent Failure to Train, Warn or Educate
- 5) Sexual Harassment
- 6) Sexual Battery
- 7) Gender Violence
- 8) Violation of California Tom Bane Civil Rights Act
- 9) Violation of California Ralph Civil Rights Act of 1976

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

[JURY TRIAL DEMANDED]

1 Plaintiff Tenisha Steen (“Plaintiff”) brings this action against Defendants Santa Ana
2 Unified School District (“SAUSD”), and DOES 2 through 20 (together, “Defendants”), and
3 based on information and belief alleges as follows:

4 **INTRODUCTION**

5 1. This action arises from the sexual assault, battery, and abuse of a young female
6 while she was a student at Santa Ana Valley High School, a well-respected public school with
7 students ranging in age from ninth through twelfth grade, located in Santa Ana, California. Gary
8 Satrappe (“Satrappe”), a former teacher at Santa Ana Valley High School, used his position of
9 trust, authority, and power to sexually assault, harass, and molest Plaintiff.

10 2. Beginning in or around 1983, Satrappe exhibited deplorable and humiliating
11 conduct onto Plaintiff which has caused lifelong emotional damage. Satrappe’s deplorable
12 conduct included developing Plaintiff’s trust, and then using that trust to force Plaintiff into an
13 inappropriate sexual relationship, which ultimately resulted in an unplanned teenage pregnancy.

14 3. Defendant SAUSD was entrusted with the care and safety of Plaintiff as a minor
15 student, and in turn entrusted Plaintiff’s safety and care to Satrappe. Despite knowing about
16 Satrappe’s sexual assaults of Plaintiff, SAUSD failed to investigate, discipline, or address
17 Satrappe’s sexually abusive and harassing behavior, and instead, continued to employ Satrappe,
18 allowing him unencumbered access to sexually assault and harass Plaintiff.

19 **PARTIES**

20 4. Plaintiff is an African American adult female resident of Orange County, within
21 the State of California. Plaintiff was born in 1967 and was a minor throughout the period of
22 child sexual assault alleged herein. At all times, Plaintiff resided in Orange County, California.
23 Plaintiff brings this Complaint pursuant to Code of Civil Procedure Section 340.1, as amended
24 by Assembly Bill 218, for the childhood sexual assault she suffered due to Defendants’
25 negligence and malfeasance. Pursuant to California Government Code Section 905(m), as
26 amended by Assembly Bill 218, Plaintiff is specifically exempt from the claims presentation
27 requirement for her claims against Defendant SAUSD. Thus, Plaintiff’s claims for damages
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1 suffered as a result of childhood sexual assault are timely, as it is filed within three years of
2 January 1, 2020.

3 5. Defendant SAUSD at all times mentioned herein was and is a business entity of
4 unknown form having its principal place of business in Orange County, California. SAUSD
5 purposely conducts substantial educational business activities in the State of California, and was
6 the primary entity owning, operating, and controlling Santa Ana Valley High School, and the
7 activities and behavior of its employee and agent Satrappe.

8 6. Plaintiff is informed and believes and thereupon alleges that the true names and
9 capacities, whether individual, corporate, associate, or otherwise of Defendants named herein as
10 Defendant DOES 2 through 20, inclusive, are unknown to Plaintiff, who therefore sues
11 Defendants DOES 2 through 20 by such fictitious names, and who will amend the Complaint to
12 show their true names and capacities when such names have been ascertained. Plaintiff is
13 informed and believes and thereupon alleges that DOES 2 through 20 are legally responsible in
14 some manner for the events, happenings, and/or tortious and unlawful conduct that caused the
15 injuries and damages alleged in this Complaint.

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

25 8. Each of the Defendants aided and abetted each other Defendant and Satrappe.
26 Each Defendant knowingly gave substantial assistance to each other Defendant and Satrappe
27 who performed the wrongful conduct alleged herein. Accordingly, each Defendant is jointly and
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1 severally liable for the damages proximately caused by the wrongful conduct of each other
2 Defendant and Satrappe.

3 9. Whenever reference is made to “Defendants” in this Complaint, such allegation
4 shall be deemed to mean the acts of Defendants acting individually, jointly, and/or severally.

5 **FACTUAL ALLEGATIONS**

6 10. Beginning in 1982, Plaintiff was a student at Santa Ana Valley High School.

7 11. Santa Ana Valley High School is a public, co-educational facility providing
8 education for students in ninth through twelfth grade. The high school houses nearly two-
9 thousand students and roughly ninety teachers. Santa Ana Valley High School is overseen and
10 operated by SAUSD.

11 12. At all times relevant, Satrappe was acting as an agent and employee of SAUSD.
12 In such capacity, Satrappe was under the direct supervision, employ, agency, and control of
13 Defendants. Satrappe was hired by SAUSD as a teacher and supervisor to minor students. He
14 worked as a teacher at Santa Ana Valley High School, and during that time and while acting in
15 such capacity, came into contact with Plaintiff and sexually harassed and assaulted her. SAUSD
16 lodged with Satrappe the color of authority, by which he was able to influence, direct and assault
17 Plaintiff, and to act illegally, unreasonably and without respect for the person and safety of
18 Plaintiff.

19 13. At all times materials hereto, Satrappe was employed by Defendants. His
20 employment duties and responsibilities with Defendants included, in part, providing for the
21 supervision, counseling, advisory, educational, and emotional needs and well-being of students
22 at Santa Ana Valley High School and other children, including Plaintiff.

23 14. Plaintiff is informed and believes and thereon alleges, that in hiring Satrappe as a
24 teacher at Santa Ana Valley High School, Defendants gave Satrappe full power, control, and
25 authority to provide teaching services to Santa Ana Valley High School’s students. By
26 continuing to employ Satrappe, SAUSD held Satrappe out to be a professional and safe teacher
27 at Santa Ana Valley High School.

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1 15. As a student at Santa Ana Valley High School and SAUSD, where Satrappe was
2 employed and worked, Plaintiff was under Satrappe’s supervision, care, and control, which
3 created a special or fiduciary relationship.

4 16. It was through this position of trust and confidence that Satrappe exploited
5 Plaintiff in perpetuating his sexual assault and battery upon her. Plaintiff is informed and
6 believes and thereon alleges that all of the sexually abusive and harassing conduct alleged herein
7 was done to satisfy Satrappe’s own prurient sexual desires.

8 17. Additionally, as a minor child under the custody, care and control of Defendants,
9 Defendants stood *in loco parentis* with respect to Plaintiff while she was attending class,
10 participating in extracurricular activities through Defendants, and other school-related functions.
11 Defendants were in a special relationship with Plaintiff and owed special duties to Plaintiff.

12 18. At all times relevant, SAUSD was responsible for the supervision of its
13 employees’ and agents’ activities, including those of Satrappe, and assumed responsibility for the
14 well-being of the minor students in its care, including Plaintiff.

15 19. Plaintiff was repeatedly sexually assaulted by Satrappe, resulting in an unplanned
16 pregnancy. Satrappe’s sexual assault of Plaintiff is the result of Defendants’ cover up, as
17 statutorily defined by Code of Civil Procedure section 340.1(b).

18 20. In subjecting Plaintiff to the wrongful treatment described herein, Defendants
19 DOES 2 through 20 acted willfully and maliciously with the intent to harm Plaintiff and in
20 conscious disregard of Plaintiff’s rights and safety. Plaintiff is informed and believes and
21 thereon alleges that Defendants acted with reckless disregard for the concern of its students.
22 Plaintiff is further informed and believes and thereon alleges that Defendants created an
23 environment of sexual assault and discrimination, in putting its vulnerable young students at risk
24 of harm, and in ignoring warning signs and information about ongoing sexual assault committed
25 by Satrappe, all to maintain a façade of normalcy within an educational institution.

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1 **I. *Satrappe Grooms Plaintiff and Begins Sexually Assaulting Plaintiff.***

2 21. In 1983, Plaintiff was 15 years old when she entered the tenth grade for the 1983-
3 1984 school year. She attended Santa Ana Valley High School. At the outset of the school year
4 she was assigned to a class in which Satrappe was her sociology teacher.

5 22. Soon after the school year began, Satrappe began “grooming” Plaintiff with the
6 intent of manipulating her emotions and taking advantage of her young age so that he could
7 ultimately sexually assault her. Satrappe would strike up conversations with Plaintiff under the
8 pretense of concern or mentorship and would often inquire as to how her schooling was coming
9 along. Plaintiff participated in these conversations, having no reason to believe that Satrappe’s
10 interest stemmed from his own prurient sexual interests. Over time, Satrappe created a friendly
11 relationship with Plaintiff whereby she felt comfortable speaking with him alone in-between
12 classes. Plaintiff was entirely unaware that all of Satrappe’s behaviors were in the hopes of
13 creating a relationship with Plaintiff which extended far beyond the realm of the classroom.

14 23. One day, Satrappe asked Plaintiff to meet him in his classroom during the lunch
15 period, ostensibly to discuss the reason Plaintiff had been absent from Satrappe’s sociology class
16 the previous day. Once in the classroom, Plaintiff sat in a chair next to Satrappe’s desk.
17 Satrappe had drawn the blinds on the classroom windows to half-way, darkening the room and
18 obscuring it from any students or teachers passing by. Satrappe inquired as to how Plaintiff was
19 doing in school and offered to provide her with instruction on the material she had missed in
20 class. When the conversation ended and Plaintiff stood up to leave, Satrappe forcefully grabbed
21 Plaintiff’s arm and pulled her into a hug. Plaintiff was immediately uncomfortable and her body
22 stiffened as Satrappe held her against his body. Satrappe leaned down and kissed Plaintiff on the
23 cheek, then released her from his grip.

24 24. Plaintiff was confused and uncomfortable after her encounter with Satrappe. Yet,
25 because Satrappe was a teacher and considerably well-liked at Santa Ana Valley High School,
26 Plaintiff felt she would not be believed if she reported what had happened to her. Instead,
27 Plaintiff skipped the next day’s sociology class, hoping to avoid Satrappe and any further hugs or
28 kisses from him.

1 25. Satrappe was undeterred. Satrappe again ordered Plaintiff to meet him in his
2 classroom during lunchtime to discuss her absence from the class. Because Satrappe was a
3 teacher, and afraid that she may be in trouble, Plaintiff was conditioned to comply with
4 Satrappe's direction and respect him as a person of authority. Thus, Plaintiff met Satrappe in his
5 classroom at lunchtime. Again, Satrappe first spoke about Plaintiff's absence from Satrappe's
6 class, as well as his attempts to provide her with mentorship. After the conversation ended and
7 Plaintiff tried to leave, Satrappe again grabbed Plaintiff by the arm. Satrappe's grip was stronger
8 than in the last encounter and he pulled Plaintiff into a longer hug. When Plaintiff tried to
9 extract herself from the hug, Satrappe continued to hold her tightly and pressed his lips against
10 hers. Plaintiff froze and her whole body was instantly rigid. Coupled with her fear that Satrappe
11 may become angry with her if she pushed him away, Plaintiff was unable to decline Satrappe's
12 advances. When Satrappe finally released Plaintiff, he asked Plaintiff to meet him in his
13 classroom after school ended for the day. Plaintiff felt compelled to agree because of Satrappe's
14 power over her educational future.

15 26. After school had ended and most of the students and teachers had left the campus
16 for the day, Plaintiff went to Satrappe's classroom. Satrappe stated that he thought it was best
17 for Plaintiff and her educational success that they continue their meetings somewhere off-
18 campus. Plaintiff tried to push back against this request, stating that she would have to get
19 permission from her parents to meet Satrappe off-campus. Satrappe's demeanor changed and his
20 tone was instantly more stern. He instructed her to meet him that Friday at a local pizza
21 restaurant, and simply tell her parents that she was with a friend. Again, Plaintiff felt compelled
22 to agree.

23 27. That Friday, Plaintiff met Satrappe at the pizza restaurant as he had demanded.
24 After they had dinner, Satrappe told Plaintiff that he wanted to continue their conversation at a
25 nearby motel. Plaintiff was uncomfortable with the suggestion, however, Satrappe assured
26 Plaintiff that he just wanted to discuss her educational future, and he would feel more
27 comfortable being somewhere where the two of them could be alone. Plaintiff, believing
28 Satrappe, agreed to go to the motel.

1 28. Once in their motel room, Satrappe plied Plaintiff with alcohol, which Plaintiff
2 drank out of fear that she would offend Satrappe if she did not comply. After multiple glasses of
3 champagne, Plaintiff went into the bathroom. When she came out, Satrappe was lying naked on
4 the bed of the motel room. Satrappe told Plaintiff to come and lie down next to him. Plaintiff
5 complied and laid down stiffly, refusing to make eye contact with Satrappe in the hope that her
6 obvious discomfort would stop Satrappe from whatever he had planned. Unfortunately, Satrappe
7 ignored Plaintiff's obvious discomfort and instead rolled over on top of Plaintiff and began
8 taking off her clothes. Plaintiff felt numb and powerless to stop Satrappe. She remained
9 immobile while Satrappe removed her clothing and kissed her body. Satrappe then removed her
10 pants and orally copulated Plaintiff. Then, he had sexual intercourse with Plaintiff.

11 29. After having sex with Plaintiff in the motel room, for the remainder of the school
12 year, Satrappe began routinely demanding that Plaintiff meet him at various locations both on
13 and off the school grounds. Satrappe orally copulated and forcibly engaged in sexual intercourse
14 with Plaintiff no less than thirteen times. Because Satrappe was her teacher, Plaintiff was
15 conditioned to comply with Satrappe's direction, respect him as a person of authority, and
16 remain quiet about his sexual assaults. Moreover, during each assault, Satrappe told Plaintiff
17 that she could not tell anyone about their interactions because he would lose his job and she
18 would be expelled from school. Satrappe also threatened that both of them would likely go to
19 jail. Satrappe's statements scared Plaintiff and she feared that her grades would suffer if she did
20 not comply, or worse, that she would be expelled from school.

21 30. Satrappe took advantage of Plaintiff's fragile mental state during a particularly
22 vulnerable time in her young life. He befriended Plaintiff. He began to offer mentorship and
23 educational guidance to her, all in a calculated plan to make Plaintiff trust him and comply with
24 his directions. All of these actions were despite knowing that Plaintiff was a child who could be
25 easily manipulated by an adult male in a position of authority, such as a teacher.

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1 **II. *Satrappe Impregnates Plaintiff, Forces Her To Drop Out of School, and SAUSD***
2 ***Threatens Plaintiff Into Silence.***

3 31. Satrappe's sexual assault of Plaintiff ultimately resulted in her becoming
4 unwittingly pregnant with his child. Understandably, Plaintiff suffered severe emotional trauma
5 resulting from, not only the continual sexual assault of Satrappe, but an unplanned and
6 unforeseen pregnancy at such a young age.

7 32. After a few months, Plaintiff's pregnancy began to show and become more
8 apparent. When this happened, Satrappe told Plaintiff to "be more careful," because "people
9 [were] starting to talk." Satrappe stated that he had heard that a teacher at Santa Ana Valley
10 High School suspected that Satrappe was the father of Plaintiff's child, given his obvious vested
11 interest in her. Feeling she was left with no other choice, Plaintiff transferred to Mountain View
12 High School, and later dropped out of school and was unable to continue her high school
13 education or receive her high school diploma.

14 33. In 1985, after Plaintiff stopped attending school at Santa Ana Valley High School,
15 and was 17 years old, the principal, Ivan McKinney, and a female staff member visited Plaintiff
16 at her home under the guise of discussing a way for Plaintiff to obtain high school credit to
17 complete her diploma. Plaintiff was home with her newborn child and her friend. Without
18 question, Plaintiff invited McKinney and the female staff member into her home, where
19 McKinney asked to speak to Plaintiff alone. Plaintiff asked her friend to take her newborn child
20 to another room. Once alone with Plaintiff, McKinney was hostile and his tone was cold and
21 unsympathetic towards Plaintiff, a survivor of repeated sexual assaults. McKinney began asking
22 Plaintiff very pointed questions regarding her involvement with Satrappe. He inquired as to the
23 nature of their relationship, the length of time that Satrappe and Plaintiff had interacted outside
24 of school, and asked Plaintiff directly if Satrappe was the father of her unborn child. Plaintiff
25 was surprised by these questions and that McKinney was apparently already aware that Satrappe
26 had impregnated her during his sexual assaults.

27 34. McKinney then told Plaintiff never to speak out against Satrappe or Santa Ana
28 Valley High School. McKinney threatened Plaintiff that he would hire an investigator and

1 Plaintiff would go to jail for lying. McKinney also told Plaintiff that she would be put in jail if
2 she were to ever say that Satrappe was the father of her child, and that she would likely have her
3 child taken away. Out of fear for her and her child's safety and livelihood, Plaintiff agreed to
4 McKinney's demands.

5 35. Satrappe had also warned Plaintiff that if she ever told anyone about the sexual
6 assault, she would be severely reprimanded by Santa Ana Valley High School, that both she and
7 Satrappe would go to jail, and that Satrappe would lose his job. Satrappe had threatened to ruin
8 Plaintiff's reputation and cast her as a liar and pariah should she ever disclose details of their
9 encounter or reveal that he was the father of her child. Satrappe also told Plaintiff that no one
10 would believe her should she choose to speak out, in part because of her race, and because
11 Satrappe was a well-respected teacher within the Santa Ana community.

12 36. Despite the fact that Plaintiff complied with McKinney's and Satrappe's threats
13 and did not disclose to others that Satrappe was the father of her child, it became common
14 knowledge and widely discussed amongst the Santa Valley High School community that
15 Satrappe had impregnated Plaintiff.

16 37. After Plaintiff gave birth to her child, Satrappe met with one of Plaintiffs' friends
17 and gave her an envelope with money stating it was to help with child care expenses. Satrappe
18 also sexually assault Plaintiff at least one more time, even though SAUSD and Santa Ana Valley
19 High School's principal McKinney and a second staff member knew about Satrappe's sexual
20 assault of Plaintiff.

21 38. On information and belief, Plaintiff believes that at some point in the school year,
22 SAUSD cut a deal with Satrappe. Satrappe would quietly retire rather than SAUSD having to
23 fire him. This would allow Satrappe to preserve his reputation and gain a new teaching job at a
24 different school district and SAUSD would not have to go through the firing process, which is
25 expensive and time-consuming. Additionally, this allowed SAUSD to pass Satrappe off to
26 another school district without having to reveal the assault Satrappe inflicted on Plaintiff to the
27 new school district or anyone else.

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1 **III. *Plaintiff Files a Civil Suit Against Satrappe.***

2 39. In late 1986, Plaintiff desired to speak the truth regarding the sexual assault she
3 suffered, and filed a civil suit against Satrappe in Orange County Superior Court seeking an
4 award of damages for Satrappe's assault of Plaintiff and a court order establishing Satrappe's
5 paternity over Plaintiff's child.

6 40. At trial for Plaintiff's civil suit, Satrappe stipulated that he was the father of
7 Plaintiff's child. Moreover, based on information and belief, at his deposition, Satrappe admitted
8 to numerous sexual encounters with Plaintiff and stated that his sexual assault of Plaintiff was an
9 obvious breach of his professional obligations as her teacher.

10 41. Following the trial, the jury found Satrappe liable and awarded Plaintiff damages
11 for Satrappe's wrongful batteries, negligent infliction of emotional distress, and punitive
12 damages. This verdict was later upheld in the California Fourth District Court of Appeal.

13 42. In July of 2004, Satrappe died at the age of 60.

14 43. The sexual assault Plaintiff suffered at the hands of Satrappe was enabled and
15 facilitated by Defendants and is the result of Defendants' cover up, as statutorily defined by
16 Code of Civil Procedure section 340.1(b).

17 44. Satrappe's sexual assault of Plaintiff caused her unbelievably severe and
18 debilitating trauma, which was compounded by McKinney's threats. Not only did Satrappe
19 inflict horrifying abuse upon Plaintiff, but this abuse resulted in an unforeseen and unplanned
20 pregnancy for Plaintiff. Due to her pregnancy, Plaintiff was deprived of essential aspects of her
21 youth, and found herself prematurely thrust into motherhood and adulthood. As a result,
22 Plaintiff has been diagnosed with depression, anxiety, and irritability. She constantly suffers
23 from feelings of anger and insecurity and often has difficulty maintaining relationships.

24 45. As a direct result of the sexual assault and harassment by Satrappe and SAUSD's
25 practice of concealment, Plaintiff has had difficulty in meaningfully interacting with others
26 including family, friends, and partners, and those in positions of authority over Plaintiff
27 including physicians, supervisors, and superiors at work. It has further caused Plaintiff to suffer
28 special and general damages, including but not limited to severe emotional distress, lack of trust,

1 nervousness, anxiety, worry, mortification, humiliation, embarrassment, depression, shame,
2 sadness, anger and fear.

3 46. During the sexual harassment, molestation, and assault of Plaintiff, SAUSD knew
4 or had reason to know that Satrappe had violated his role as a teacher, advisor and faculty
5 member, and used this position of authority and trust acting on behalf of SAUSD to gain access
6 to children, including Plaintiff, on and off the school facilities and grounds.

7 47. Defendants have a duty to disclose these facts to Plaintiff and others, but
8 negligently and/or intentionally suppressed, concealed or failed to disclose this information. The
9 duty to disclose this information arose by the special, trusting, confidential, and fiduciary
10 relationship between Defendants and Plaintiff.

11 48. Plaintiff is informed and believes, and on that basis alleges, that Defendants knew
12 or should have known and/or were put on notice that Satrappe had violated his role as a teacher
13 supervising, counseling, teaching and advising students and protecting the safety and well-being
14 of children, and used his position of authority and trust acting on behalf of Defendants to gain
15 access to children, including Plaintiff, on the school facilities and grounds where he would
16 seclude Plaintiff, both on and off campus, groom Plaintiff for sexual assault and ultimately
17 sexually assault Plaintiff. Such conduct was with the knowledge of other teachers and
18 administrators of Defendants. Despite the fact that Defendants knew or should have known
19 and/or were put on notice of Satrappe's conduct, Defendants ratified the sexual misconduct of
20 Satrappe by retaining him in employment after discovering his misconduct.

21 **FIRST CAUSE OF ACTION**

22 **NEGLIGENCE**

23 **(Against All Defendants)**

24 49. Plaintiff re-alleges and incorporates by reference each and every allegation
25 contained herein above as though fully set forth and brought in this cause of action.

26 50. Defendants' conduct, actions, and omissions served to create an environment in
27 which Satrappe was afforded years of continuous secluded access to minor children, including
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1 Plaintiff, who was approximately 16 years of age at the time she was sexually abused, molested,
2 and assaulted by Satrappe.

3 51. Compulsory education laws create a special relationship between students and
4 Defendants, and students have a constitutional guarantee to a safe, secure, and peaceful school
5 environment. Defendants failed to acknowledge unsafe conditions, and therefore failed to
6 guarantee safe surroundings in an environment in which Plaintiff was not free to leave.

7 52. As is set forth herein, Defendants have failed to uphold numerous mandatory
8 duties imposed upon them by state and federal law, and by written policies and procedures
9 applicable to Defendants, including, but not limited to, the following: (1) duty to use reasonable
10 care to protect students from known or foreseeable dangers; (2) duty to protect students and staff
11 and provide adequate supervision; (3) duty to supervise faculty and students and enforce rules
12 and regulations prescribed for schools, exercise reasonable control over students as is reasonably
13 necessary to maintain order, protect property, or protect the health and safety of faculty and
14 students or to maintain proper and appropriate conditions conducive to learning; (4) duty to act
15 promptly and diligently and not ignore or minimize problems; and (5) duty to refrain from
16 violating Plaintiff's right to protection from bodily restraint or harm.

17 53. Defendants had and have a duty to protect students, including Plaintiff, who was
18 entrusted to Defendants' care. Defendants owed Plaintiff, as a child at the time, a special duty of
19 care, in addition to a duty of ordinary care, and owed Plaintiff the higher duty of care that adults
20 dealing with children owe to protect them from harm. Defendants were required, but failed, to
21 provide adequate supervision and failed to be properly vigilant in ensuring that such supervision
22 was sufficient to ensure the safety of Plaintiff and others.

23 54. Defendants had a duty to and failed to adequately train and supervise all
24 counselors, advisors, teachers, coaches, mentors and staff to create a positive, safe, and
25 educational environment, specifically including training to perceive, report and stop
26 inappropriate conduct by other members of the staff, specifically including Satrappe, with
27 children.

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1 55. Defendants were required but failed to exercise careful supervision of the moral
2 conditions in their school. This duty extended beyond the classroom.

3 56. By virtue of his unique authority and position as a teacher, Satrappe was able to
4 identify vulnerable victims and their families, such as Plaintiff, upon which he could perform
5 sexual assault; to manipulate his authority to procure compliance with his sexual demands from
6 his victims; to induce the victims to continue to allow the assault; and to coerce them not to
7 report it to any other persons or authorities. As a teacher, Satrappe had unique access to, and
8 held a position of authority among, young students who attended Santa Ana Valley High School.

9 57. Defendant SAUSD, by and through its agents, servants, and employees, knew or
10 reasonably should have known of Satrappe's sexually abusive and exploitative propensities
11 and/or that Satrappe was an unfit agent. It was foreseeable that if Defendants did not adequately
12 exercise or provide the duty of care owed to children in their care, including but not limited to
13 Plaintiff, the children entrusted to Defendants' care would be vulnerable to sexual assault by
14 Satrappe.

15 58. Defendants breached their duty of care to Plaintiff by allowing Satrappe to come
16 into contact with her as a child without supervision; by failing to properly investigate; by failing
17 to inform or concealing from Plaintiff's parents, guardians, or law enforcement officials that
18 Satrappe was or may have been sexually abusing minors; by holding out Satrappe to the SAUSD
19 community at large as being in good standing and trustworthy as a person of stature and
20 integrity.

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

25 60. As a result of the above-described conduct, Plaintiff has suffered and continues to
26 suffer great pain of mind and body, shock, emotional distress, physical manifestations of
27 emotional distress, severe anxiety, depression, feelings of self-blame, hypervigilance, a lost sense
28 of trust, a sense of being tainted, and relationship and intimacy issues, and was prevented and

1 will continue to be prevented from performing daily activities and obtaining the full enjoyment
2 of life.

3 **SECOND CAUSE OF ACTION**

4 **NEGLIGENT SUPERVISION**

5 **(Against All Defendants)**

6 61. Plaintiff repeats, re-alleges and incorporates by reference all consistent paragraphs
7 of this Complaint as if fully set forth herein.

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

13 63. Defendants were aware or should have been aware of children's significant
14 vulnerability to sexual harassment, molestation and assault by mentors, advisors, teachers,
15 counselors, and other persons of authority within SAUSD.

16 64. Defendants owed Plaintiff a duty to provide reasonable supervision of both
17 Plaintiff and Satrappe, to use reasonable care in investigating Satrappe, and to provide adequate
18 warning to Plaintiff and her family, of Satrappe's sexually abusive and exploitative propensities
19 and unfitness.

20 65. Defendants, by and through their respective agents, servants and employees, knew
21 or should have known of Satrappe's sexually abusive and exploitative propensities and unfitness
22 and/or that Satrappe was an unfit agent. Despite such knowledge, Defendants negligently failed
23 to supervise Satrappe in his position of trust and authority as a teacher, in which position he was
24 able to commit the wrongful acts against Plaintiff alleged herein. Defendants failed to provide
25 reasonable supervision of Satrappe, failed to use reasonable care in investigating Satrappe, and
26 failed to provide adequate warning to Plaintiff and her family regarding Satrappe's sexually
27 abusive and exploitative propensities and unfitness. Defendants further failed to take reasonable
28 measures to prevent future sexual assault.

1 and/or that Satrappe was an unfit agent. Despite such knowledge and/or an opportunity to learn
2 of Satrappe's sexual misconduct, Defendants negligently retained Satrappe in his position of
3 trust and authority as a teacher, where he was able to commit the wrongful acts against Plaintiff.
4 Defendants failed to properly evaluate Satrappe's conduct and performance as an employee of,
5 or provider of services to Defendants, and failed to exercise the due diligence incumbent upon
6 employers to investigate employee misconduct, or to take appropriate disciplinary action,
7 including immediate termination and report and referral of Satrappe's sexual assault to
8 appropriate authorities. Defendants negligently continued to retain Satrappe in service as a
9 teacher, which enabled him to continue engaging in the sexually abusive and predatory behavior
10 described herein.

11 73. Defendants were aware or should have been aware of children's significant
12 vulnerability to sexual harassment, molestation and assault by mentors, advisors, teachers,
13 counselors and other persons of authority.

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

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

24 **FOURTH CAUSE OF ACTION**

25 **NEGLIGENT FAILURE TO TRAIN, WARN, OR EDUCATE**

26 **(Against All Defendants)**

27 76. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent
28 paragraphs of this Complaint as if fully set forth herein.

1 77. Because of the relationship between Plaintiff and Defendants, Defendants had an
2 obligation and duty under the law not to hide material facts and information about Satrappe's
3 past and his deviant sexual behavior and propensities. Additionally Defendants had an
4 affirmative duty to inform, warn, and institute appropriate protective measures to safeguard
5 minors who were reasonably likely to come in contact with Satrappe.

6 78. Defendants owed Plaintiff a duty to take reasonable protective measures to protect
7 Plaintiff and other minor children in their charge from the risk of sexual assault, harassment, and
8 molestation by Satrappe by properly warning, training, or educating Plaintiff and other minors
9 about how to avoid such a risk.

10 79. Defendants breached their duty to take reasonable protective measures to protect
11 Plaintiff and other minor children in their charge from the risk of sexual assault, harassment, and
12 molestation by Satrappe, such as the failure to properly warn, train or educate Plaintiff and other
13 minor children in their charge about how to avoid such a risk.

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

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

24 **FIFTH CAUSE OF ACTION**

25 **SEXUAL HARASSMENT**

26 **(Against All Defendants)**

27 82. Plaintiff repeats, re-alleges and incorporates by reference all consistent paragraphs
28 of this Complaint as if fully set forth herein.

1 83. During Plaintiff's time as a minor student at Santa Ana Valley High School,
2 Satrappe intentionally, recklessly, and wantonly made sexual advances, solicitations, requests,
3 and demands for sexual compliance of a hostile nature based on Plaintiff's gender that were
4 unwelcome, pervasive, and severe. The sexual harassment and assault included but was not
5 limited to Satrappe manipulating and fondling Plaintiff's body as well as forcibly engaging in
6 intercourse with Plaintiff. These incidents of sexual harassment and assault occurred while
7 Plaintiff was under the control of Defendants, as well as their agents, acting in their capacity as
8 teachers, counselors, mentors, advisors, and administrators on behalf of Defendants.

9 84. Because of Plaintiff's relationship with Defendants and Plaintiff's age of
10 minority, Plaintiff was unable to terminate the relationship she had with Defendants.

11 85. Because of Satrappe's age and position of authority, physical seclusion of
12 Plaintiff, Plaintiff's mental and emotional state, and Plaintiff's age of minority, Plaintiff was
13 unable to and did not give meaningful consent to Defendants' acts.

14 86. Even though Defendants knew or should have known of these activities by
15 Satrappe, Defendants did nothing to investigate, supervise or monitor Satrappe to ensure the
16 safety of minor children.

17 87. On information and belief, Defendants ratified and authorized Satrappe's sexual
18 harassment and assault of Plaintiff by (1) failing to discharge, dismiss, discipline, suspend and/or
19 supervise Satrappe after receiving notice that Satrappe was sexually harassing and assaulting
20 children, (2) actively shielding Satrappe from responsibility for his sexual harassment and assault
21 of Plaintiff, (3) failing to report Satrappe's sexual harassment and assault to civil or criminal
22 authorities, (4) providing financial support to Satrappe after knowing Satrappe had sexually
23 harassed or assaulted a minor child, and (5) failing to take steps to timely remove Satrappe from
24 SAUSD's employ so as to prevent him from using his authority bestowed upon him by SAUSD
25 to gain access to minors and sexually harass and assault Plaintiff.

26 88. Defendants' conduct (and the conduct of their agents) was a breach of their duties
27 to Plaintiff.

28

1 89. As a result of Satrappe’s sexual harassment, Plaintiff has suffered economic
2 injury, all to Plaintiff’s general, special, and consequential damage in an amount to be proven at
3 trial, but in no event less than the minimum jurisdictional amount of this Court.

4 90. 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
6 emotional distress, severe anxiety, depression, feelings of self-blame, shame, hypervigilance, a
7 lost sense of trust, a sense of being tainted, and relationship and intimacy issues, and was
8 prevented and will continue to be prevented from performing daily activities and obtaining the
9 full enjoyment of life.

10 91. In subjecting Plaintiff to the wrongful treatment alleged herein, Defendants acted
11 willfully and maliciously with the intent to harm Plaintiff and in conscious disregard for
12 Plaintiff’s rights so as to constitute malice and oppression under Civil Code section 3294.
13 Plaintiff is therefore entitled to the recovery of punitive damages in a sum to be shown according
14 to proof at trial.

15 92. Plaintiff also seeks appropriate statutory penalties pursuant to section 52 of the
16 Civil Code.

17 **SIXTH CAUSE OF ACTION**

18 **SEXUAL BATTERY**

19 **(Against All Defendants)**

20 93. Plaintiff repeats, re-alleges and incorporates by reference all consistent paragraphs
21 of this Complaint as if fully set forth herein.

22 94. During Plaintiff’s time as a student at Santa Ana Valley High School, which is
23 operated by SAUSD, Satrappe intentionally, recklessly, and wantonly made sexual advances,
24 solicitations, requests, and demands for sexual compliance of a hostile nature based on Plaintiff’s
25 gender that were unwelcome, pervasive, and severe. The sexual harassment and assault
26 included, but was not limited to, forcing Plaintiff to engage in oral copulation and sexual
27 intercourse. These incidents of sexual assault occurred while Plaintiff was under the control of
28

1 SAUSD and their agents, acting in their capacity as teachers, counselors, mentors, advisors, and
2 administrators on behalf of Defendant SAUSD.

3 95. Satrappe did the aforementioned acts with the intent to cause a harmful or
4 offensive contact with an intimate part of Plaintiff's person that would offend a reasonable sense
5 of personal dignity. Further, said acts did cause a harmful or offensive contact with an intimate
6 part of Plaintiff's person that would offend a reasonable sense of personal dignity. SAUSD
7 knew or had reason to know that Satrappe was committing these acts against Plaintiff.

8 96. Because of Satrappe's age and position of authority, physical seclusion of
9 Plaintiff, Plaintiff's mental and emotional state, and Plaintiff's age of minority, Plaintiff was
10 unable to and did not give meaningful consent to Defendants' acts.

11 97. In or before 1985, SAUSD learned of Satrappe's inappropriate and unauthorized
12 conduct, and all of the material facts related to Satrappe's conduct. SAUSD then ratified
13 Satrappe's conduct by failing to immediately remove him from his teaching position at Santa
14 Ana Valley High School and allowing Satrappe to inflict at least one additional instance of
15 sexual assault on to Plaintiff.

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

19 99. As a result of the above-described conduct, Plaintiff has suffered and continues to
20 suffer great pain of mind and body, shock, emotional distress, physical manifestations of
21 emotional distress, severe anxiety, depression, feelings of self-blame, hypervigilance, a lost sense
22 of trust, a sense of being tainted, and relationship and intimacy issues, and was prevented and
23 will continue to be prevented from performing daily activities and obtaining the full enjoyment
24 of life, all in an amount exceeding the jurisdictional minimum of the Superior Court according to
25 proof at trial.

26 100. In subjecting Plaintiff to the wrongful treatment alleged herein, Defendants acted
27 willfully and maliciously with the intent to harm Plaintiff and in conscious disregard for
28 Plaintiff's rights so as to constitute malice and oppression under Civil Code section 3294.

1 Plaintiff is therefore entitled to the recovery of punitive damages in a sum to be shown according
2 to proof at trial.

3 **SEVENTH CAUSE OF ACTION**

4 **GENDER VIOLENCE**

5 **(Cal. Civ. Code, § 52.4)**

6 **(Against All Defendants)**

7 101. Plaintiff repeats, re-alleges, and incorporates herein by reference all consistent
8 paragraphs of this Complaint as if fully set forth herein.

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

16 103. Defendants committed gender violence in violation of section 52.4 as follows:
17 Satrappe sexually battered, sexually assaulted, molested, and otherwise sexually violated
18 Plaintiff. Defendants aided and abetted Satrappe’s crimes and sexual assault of Plaintiff. They
19 hired and retained Satrappe as a teacher at their school. On information and belief, SAUSD
20 knowingly, intentionally, deliberately, willfully, and/or recklessly disregarded information
21 regarding Satrappe’s sexual proclivity for young female students. In so doing, they fostered and
22 facilitated the environment and impunity Satrappe needed to sexually violate Plaintiff.
23 Defendants explicitly and/or implicitly agreed to perpetrate harmful and offensive contact
24 between Satrappe and Plaintiff and otherwise create the hostile environment necessary for
25 Satrappe to sexually violate Plaintiff.

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

1 105. 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
3 emotional distress, severe anxiety, depression, feelings of self-blame, hypervigilance, a lost sense
4 of trust, a sense of being tainted, and relationship and intimacy issues, and was prevented and
5 will continue to be prevented from performing daily activities and obtaining the full enjoyment
6 of life, all in an amount exceeding the jurisdictional minimum of the Superior Court according to
7 proof at trial.

8 106. Defendants engaged in the conduct described herein with malice, oppression, and
9 fraud. Defendants intended to cause injury to Plaintiff or otherwise engaged in the described
10 despicable conduct with a willful and conscious disregard for the rights or safety of Plaintiff.
11 Defendants engaged in despicable conduct that subjected Plaintiff to cruel and unjust hardship in
12 disregard of her rights. Defendants intentionally misrepresented, deceived, and/or concealed the
13 true nature of Satrappe’s sexual violence with the intention of depriving Plaintiff of her property
14 and/or her legal right to be free from violence, and/or otherwise causing her injury.

15 107. Pursuant to section 52.4 of the California Civil Code, Plaintiff seeks actual
16 damages, compensatory damages, punitive damages, attorneys’ fees and costs, injunctive relief,
17 and all other appropriate relief.

18 **EIGHTH CAUSE OF ACTION**

19 **VIOLATION OF CALIFORNIA TOM BANE CIVIL RIGHTS ACT**

20 **(Cal. Civ. Code, §§ 52, et seq.)**

21 **(Against All Defendants)**

22 108. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent
23 paragraphs of this Complaint as if fully set forth herein.

24 109. The Tom Bane Civil Rights Act (codified at Cal. Civ. Code, §§ 52, et seq.)
25 prohibits any person from interfering with another person’s exercise or enjoyment of any
26 constitutional or statutory rights through an actual or attempted threat, intimidation, or coercion
27 of that person. (See Cal. Civ. Code, § 52.1.)
28

1 110. Defendants violated the Tom Bane Civil Rights Act by intimidating, coercing,
2 and implicitly threatening Plaintiff out of the exercise and enjoyment of her statutory right to be
3 free from bodily harm, sexual violence, and sexual harassment, and to be treated equally and
4 without discrimination based on her gender as follows: Satrappe sexually battered, assaulted,
5 molested, and otherwise sexually violated Plaintiff. Defendants aided and abetted Satrappe's
6 crimes and sexual assault of Plaintiff. They hired and retained Satrappe as a teacher. They
7 knowingly, intentionally, deliberately, willfully, and/or recklessly disregarded information
8 regarding Satrappe's sexual violence against young female students. In addition, Defendants
9 also verbally attempted to threaten, intimate, or coerce Plaintiff to prevent her from exercising
10 her rights and to keep her silent. In so doing, they fostered and facilitated the environment and
11 impunity Satrappe needed to sexually violate Plaintiff. Defendants explicitly and/or implicitly
12 agreed to perpetrate harmful and offensive contact between Satrappe and Plaintiff and otherwise
13 create the hostile environment necessary for Satrappe to sexually violate Plaintiff.

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

17 112. As a result of the above-described conduct, Plaintiff has suffered and continues to
18 suffer great pain of mind and body, shock, emotional distress, physical manifestations of
19 emotional distress, severe anxiety, depression, feelings of self-blame, hypervigilance, a lost sense
20 of trust, a sense of being tainted, and relationship and intimacy issues, and was prevented and
21 will continue to be prevented from performing daily activities and obtaining the full enjoyment
22 of life, all in an amount exceeding the jurisdictional minimum of the Superior Court according to
23 proof at trial.

24 113. Defendants engaged in the conduct described herein with malice, oppression, and
25 fraud. Defendants intended to cause injury to Plaintiff or otherwise engaged in the described
26 despicable conduct with a willful and conscious disregard for the rights or safety of Plaintiff.
27 Defendants engaged in despicable conduct that subjected Plaintiff to cruel and unjust hardship in
28 disregard of their rights. Defendants intentionally misrepresented, deceived, and/or concealed

1 the true nature of Satrappe's sexual violence with the intention of depriving Plaintiff of her
2 property and/or her legal right to be free from violence, and/or otherwise causing her injury.

3 114. Pursuant to sections 52 and 52.1 of California Civil Code, Plaintiff seeks actual
4 damages (special and general damages), treble actual damages, punitive damages, and attorneys'
5 fees and costs.

6 **NINTH CAUSE OF ACTION**

7 **VIOLATION OF CALIFORNIA RALPH CIVIL RIGHTS ACT OF 1976**

8 **(Cal. Civ. Code, § 51.7)**

9 **(Against All Defendants)**

10 115. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent
11 paragraphs of this Complaint as if fully set forth herein.

12 116. California enacted the Ralph Civil Rights Act of 1976 (codified at Cal. Civ. Code,
13 § 51.7) to protect the rights of all persons within the state to be free from any violence, or
14 intimidation by threat of violence, committed against their persons or property, based on either
15 their: (1) political affiliation, (2) position in a labor dispute, (3) protected category, including
16 their sex, race, color religion, ancestry, national origin, disability, medical condition, genetic
17 information, marital status, sexual orientation, citizenship, primary language, or immigration
18 status; or (4) any perception of them to fall within a protected category.

19 117. Defendants violated the Ralph Civil Rights Act of 1976 through violence, or
20 intimidation by threat of violence, committed against Plaintiff based on her gender and race as
21 follows: Satrappe sexually battered, assaulted, molested, and otherwise sexually violated
22 Plaintiff. Defendants aided and abetted the Satrappe's crimes and sexual assault of Plaintiff.
23 They hired and retained Satrappe as a teacher. They knowingly, intentionally, deliberately,
24 willfully, and/or recklessly disregarded information regarding Satrappe's sexual violence against
25 young female students. In addition, Defendants also verbally attempted to threaten, intimate, or
26 coerce Plaintiff to prevent her from exercising her rights and to keep her silent. In so doing, they
27 fostered and facilitated the environment and impunity Satrappe needed to sexually violate
28 Plaintiff. Defendants explicitly and/or implicitly agreed to perpetrate harmful and offensive

1 contact between Satrappe and Plaintiff and otherwise create the hostile environment necessary
2 for Satrappe to sexually violate Plaintiff.

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

6 119. As a result of the above-described conduct, Plaintiff has suffered and continues to
7 suffer great pain of mind and body, shock, emotional distress, physical manifestations of
8 emotional distress, severe anxiety, depression, feelings of self-blame, hypervigilance, a lost sense
9 of trust, a sense of being tainted, and relationship and intimacy issues, and was prevented and
10 will continue to be prevented from performing daily activities and obtaining the full enjoyment
11 of life, all in an amount exceeding the jurisdictional minimum of the Superior Court according to
12 proof at trial.

13 120. Defendants engaged in the conduct described herein with malice, oppression, and
14 fraud. Defendants intended to cause injury to Plaintiff or otherwise engaged in the described
15 despicable conduct with a willful and conscious disregard for the rights or safety of Plaintiff.
16 Defendants engaged in despicable conduct that subjected Plaintiff to cruel and unjust hardship in
17 disregard of her rights. Defendants intentionally misrepresented, deceived, and/or concealed the
18 true nature of Satrappe's sexual violence with the intention of depriving Plaintiff of her property
19 and/or her legal right to be free from violence, and/or otherwise causing her injury.

20 121. Pursuant to sections 51.7 and 52 of the California Civil Code, Plaintiff seeks
21 actual damages (special and general damages), punitive damages, attorneys' fees and costs, and
22 civil penalties (\$25,000 each).

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1 **PRAYER FOR RELIEF**

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

- 3 1. For past, present, and future general damages in an amount to be determined at
4 trial;
- 5 2. For past, present, and future special damages, including but not limited to past,
6 present, and future lost earnings, economic damages, and others in an amount to be determined
7 at trial;
- 8 3. Any appropriate statutory damages;
- 9 4. For cost of suit;
- 10 5. For interest as allowed by law;
- 11 6. For any appropriate punitive or exemplary damages as to DOES 2 through 20;
- 12 7. For treble damages as a result of Defendants' cover up pursuant to Code of Civil
13 Procedure section 340.1(b);
- 14 8. For attorney's fees pursuant to Code of Civil Procedure section 52.4, or otherwise
15 as allowable by law; and
- 16 9. For such other and further relief as the Court may deem proper.

17
18 DATED: September 14, 2020

GREENBERG GROSS LLP

19 By: 
20 _____

Deborah S. Mallgrave
Claire-Lise Y. Kutlay
Desiree N. Murray

22 JEFF ANDERSON & ASSOCIATES

23 Michael Reck
24 Michael G. Finnegan
25 Jennifer E. Stein

Attorneys for Plaintiff Tenisha Steen

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DEMAND FOR JURY TRIAL

Plaintiff Tenisha Steen hereby demands a trial by jury in this matter.

DATED: September 14, 2020

GREENBERG GROSS LLP

By: 

Deborah S. Mallgrave
Claire-Lise Y. Kutlay
Desiree N. Murray

JEFF ANDERSON & ASSOCIATES

Michael Reck
Michael G. Finnegan
Jennifer E. Stein

Attorneys for Plaintiff Tenisha Steen