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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF LOS ANGELES**

15 RAQUEL MORALES,  
16 Plaintiff,  
17 v.  
18 LOS ANGELES UNIFIED SCHOOL  
DISTRICT, a public entity; MEREDITH  
19 SEALS, an individual; JUAN FRAGA, an  
individual; and DOES 4-30, inclusive,  
20 Defendants.  
21  
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Case No. 22STCV20362  
**FIRST AMENDED COMPLAINT FOR DAMAGES for:**  
1) Negligence  
2) Negligent Supervision and Retention  
3) Sexual Battery  
4) Sexual Harassment  
  
Filed Pursuant to Code of Civil Procedure  
Section 340.1, as Amended by Assembly  
Bill 218  
**[Jury Trial Demanded]**

25 Plaintiff RAQUEL MORALES (“Plaintiff”) brings this action against Defendants LOS  
26 ANGELES UNIFIED SCHOOL DISTRICT, a public entity; MEREDITH SEALS, an individual;  
27 JUAN FRAGA, an individual; and DOES 4 through 30 (together, “Defendants”), and based on  
28 information and belief alleges as follows:

**FILED**  
Superior Court of California  
County of Los Angeles  
**09/16/2022**  
Sherri R. Carter, Executive Officer / Clerk of Court  
By: \_\_\_\_\_ V. Price Deputy

1 **INTRODUCTION**

2 1. This case is about the sexual battery, assault, abuse, and harassment Plaintiff was  
3 forced to endure as a student of LOS ANGELES UNIFIED SCHOOL DISTRICT (“LAUSD”).

4 2. Defendant MEREDITH SEALS (“Seals”), who at all times relevant to the claims set  
5 forth herein was a teacher and employee of LAUSD, used his role and authority as a teacher to gain  
6 access to, groom, and sexually assault and abuse Plaintiff on numerous occasions.

7 3. Defendant JUAN FRAGA (“Fraga”), who at all times relevant to the claims set forth  
8 herein was a teacher and employee of LAUSD, used his knowledge of Seals’ abuse to also target  
9 Plaintiff. Fraga used his role and authority as a teacher to gain access to and sexually assault and  
10 abuse Plaintiff on numerous occasions.

11 4. By turning a blind eye to the abundant red flags of both Seals’ and Fraga’s sexual  
12 abuse, assault, and harassment, LAUSD knowingly, intentionally, willfully, deliberately,  
13 negligently, and recklessly fostered a pervasive and hostile environment that utterly disregarded the  
14 rights and safety of young students who were entrusted to Defendants for their care and education.  
15 As a result, Plaintiff has suffered, and will continue to suffer for the rest of her life, the humiliation,  
16 shame, and distress associated with and caused by Defendants.

17 **PARTIES**

18 5. Plaintiff is an adult female residing in Los Angeles County, within the State of  
19 California. At all times relevant to this Complaint, Plaintiff was residing in Los Angeles County,  
20 California. Plaintiff was born in 1963 and was a minor throughout the period of childhood sexual  
21 assault alleged herein. Plaintiff brings this Complaint pursuant to Code of Civil Procedure Section  
22 340.1, as amended by Assembly Bill 218, for the childhood sexual assault she suffered at the hands  
23 of Defendants. Thus, Plaintiff’s claims for damages suffered as a result of childhood sexual assault  
24 are timely filed as they are filed within three years of January 1, 2020. Pursuant to California  
25 Government Code Section 905(m), as amended by Assembly Bill 218, Plaintiff is specifically  
26 exempt from the claims presentation requirement for her claims against Defendant LAUSD.

27 6. Defendant LOS ANGELES UNIFIED SCHOOL DISTRICT at all times mentioned  
28 herein was and is a public entity with its principal place of business in Los Angeles County,

1 California. LAUSD purposely conducts substantial educational business activities in the State of  
2 California, and was the primary entity owning, operating, and controlling Bell High School and  
3 Garfield High School, and the activities and behavior of its employees and agents, including Seals,  
4 Fraga, and DOES 4 through 30.

5 7. Defendant MEREDITH SEALS, one of the two perpetrators, at all times mentioned  
6 herein was and is an adult male individual, who Plaintiff is informed and believes lived in Los  
7 Angeles County during the period of time in which the sexual abuse, harassment, and molestation  
8 alleged herein took place, and is currently a resident of the State of North Carolina. Seals was hired  
9 by LAUSD as a teacher at Bell High School, and remained an employee at LAUSD throughout all  
10 relevant times herein. Within the scope of his relationship with LAUSD, Seals was responsible for  
11 providing supervision, education, counselling and providing for the emotional needs and well-being  
12 of minor children, including Plaintiff. At all times herein alleged, Seals was an employee and/or  
13 agent of LAUSD, and was under its control and/or active supervision.

14 8. Defendant JUAN FRAGA, one of the two perpetrators, at all times mentioned herein  
15 was and is an adult male individual, who Plaintiff is informed and believes lived in Los Angeles  
16 County during the period of time in which the sexual abuse, harassment, and molestation alleged  
17 herein took place. Fraga was hired by LAUSD as a teacher at Bell High School, and remained an  
18 employee at LAUSD throughout all relevant times herein. Within the scope of his relationship with  
19 LAUSD, Fraga was responsible for providing supervision, education, counselling and for the  
20 emotional needs and well-being of minor children, including Plaintiff. At all times herein alleged,  
21 Fraga was an employee and/or agent of LAUSD, and was under its control and/or active supervision.

22 9. Pursuant to California Government Code sections 815.2 and 820, LAUSD is liable  
23 through the acts or omissions of its employees, agents, servants and/or joint venturers acting within  
24 the course and scope of their employment.

25 10. The true names and capacities, whether individual, corporate, partnership, associate,  
26 or otherwise, of Defendants DOES 4 through 30, inclusive, are unknown to Plaintiff. Accordingly,  
27 Plaintiff sues DOES 4 through 30 by such fictitious names pursuant to section 474 of the California  
28 Code of Civil Procedure. Plaintiff will seek leave to amend this Complaint to allege their true names

1 and capacities when they are ascertained. Plaintiff is informed and believes and thereon alleges that  
2 DOES 4 through 30 are legally responsible in some manner for the events, happenings, and/or  
3 tortious and unlawful conduct that caused the injuries and damages alleged in this Complaint.

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

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

17 13. Each of the Defendants is, and at all relevant times herein mentioned was, the co-  
18 conspirator of each other Defendant, and, therefore, each Defendant is jointly and severally liable to  
19 Plaintiff for the damages sustained as a proximate result of each other Defendant. Each Defendant  
20 entered into an express or implied agreement with each of the other Defendants to commit the  
21 wrongs herein alleged. This includes, but is not limited to, the conspiracy to perpetrate sexual  
22 violence against Plaintiff.

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

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1 GENERAL FACTUAL ALLEGATIONS

2 **I. LAUSD Employed Seals and Fraga and Afforded Them Unfettered Access to Minor**  
3 **Students, Allowing Them To Groom and Sexually Assault Plaintiff.**

4 15. Defendant LAUSD hired Seals as a teacher and track coach at Bell High School,  
5 located within LAUSD. In his role as a teacher at Bell High School, Seals was under the direct  
6 supervision, employ, agency, and control of LAUSD, and worked closely with students, including  
7 Plaintiff.

8 16. Defendant LAUSD hired Fraga as a teacher at Bell High School. In his role as a  
9 teacher at Bell High School, Fraga was under the direct supervision, employ, agency, and control of  
10 LAUSD, and worked closely with students.

11 17. During the 1978 to 1979 academic year, when Plaintiff was approximately 15 years  
12 old, she was assigned to Seals' driving class. While attending Seals' class, Seals began to use his  
13 position and authority to groom Plaintiff. On information and belief, Seals knew Plaintiff's parents  
14 lived out of state, that Plaintiff had been kicked out of her aunt and uncle's home, and that Plaintiff  
15 had nowhere else to go and was living in her boyfriend's family's garage. Seals targeted Plaintiff  
16 for sexual grooming and assault based upon this information and the emotional, psychological, and  
17 physical vulnerability it created.

18 18. Using his authority as Plaintiff's teacher, Seals began openly sexually grooming  
19 Plaintiff by giving her special attention, in an effort to gain her psychological trust.

20 19. Seals' grooming of Plaintiff mirrored his open and obviously inappropriate  
21 relationship with a female Senior-class student, whom Seals openly hugged and had sit on his lap  
22 during the school day in view of other students and staff.

23 **A. Seals Repeatedly Sexually Assaults Plaintiff.**

24 20. As the school year progressed, Seals became more familiar with Plaintiff and began  
25 to exploit Plaintiff's difficult and unstable living situation for his own prurient interests.

26 21. Similar to his behavior with the Senior-class student, Seals openly hugged Plaintiff  
27 and had Plaintiff sit on his lap during the school day in view of other students and staff.

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1           22.     When Plaintiff was leaving Seals' class one day, Seals approached her to discuss her  
2 poor performance in his class.

3           23.     Seals, taking advantage of Plaintiff's young age, and the emotional, psychological,  
4 and physical vulnerabilities created by her volatile living situation, offered to give Plaintiff a passing  
5 grade if, and only if, she had sex with him. Seals used his power and authority as Plaintiff's teacher  
6 to manipulate her into believing that this was her only option. Plaintiff was coerced because students  
7 are taught to trust and comply with a teacher's demands, and she believed she would not graduate if  
8 she did not comply.

9           24.     Thus, Seals began to sexually assault and abuse Plaintiff. Seals sexually assaulted  
10 Plaintiff multiple times in his Bell High School classroom, in the Bell High School gym/locker room,  
11 and inside his home. Plaintiff felt ashamed and confused after each of these events, but she believed  
12 that it was her only option.

13          25.     Seals' ability to repeatedly sexually assault and abuse Plaintiff while on campus  
14 reflects Defendants' inexcusable failure to act despite obvious red flags with regard to Seals'  
15 repeatedly and excessively spending one-on-one time alone with Plaintiff behind closed doors, in  
16 addition to his open and obvious inappropriate physical contact with female students including  
17 Plaintiff.

18          26.     Seals' sexual abuse escalated as he continually demanded Plaintiff fulfill her end of  
19 the bargain. On at least one occasion, Seals took Plaintiff to his home, drugged her, took naked  
20 pictures of her, and further sexually assaulted her. Afterward, Seals showed Plaintiff the pictures he  
21 had taken, but due to being drugged Plaintiff had no memory of the encounter or recollection of  
22 posing for pictures. This terrified Plaintiff and further cemented Seals' power and control over her.

23          27.     Between 1978 and 1980, Seals continued coercing Plaintiff to spend time with him.  
24 During those interactions, Seals penetrated Plaintiff, making the total number of separate sexual  
25 assaults innumerable. At the time, Plaintiff was only between the ages of 15 to 17 years old.

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1           ***B.       Fraga Repeatedly Sexually Assaults Plaintiff As Well.***

2           28.       Beginning shortly after Seals began sexually assaulting Plaintiff, Fraga, having  
3 learned of Seals' sexual assault of Plaintiff, took advantage of Plaintiff's vulnerability to begin  
4 sexually assaulting her instead of reporting and/or stopping Seals' sexual abuse.

5           29.       On information and belief, Fraga was not only aware of the sexual abuse Plaintiff  
6 suffered at the hands of Seals, but was also aware of Plaintiff's unstable living conditions. Based  
7 on this information, and the emotional, psychological, and physical vulnerability it created, Fraga  
8 targeted Plaintiff for further sexual assault and abuse.

9           30.       Fraga approached Plaintiff, told her he knew about Seals' and Plaintiff's sexual  
10 activity, and demanded Plaintiff also have sex with him.

11          31.       Plaintiff was not in a class taught by Fraga at the time, but Plaintiff felt she had no  
12 other option but to comply with his demands. Accordingly, Fraga began sexually abusing Plaintiff  
13 on campus, during and after school, in his Bell High School classroom and in the gym weight room  
14 to which he had access.

15          32.       During school, Fraga repeatedly would summons Plaintiff out of her class in order to  
16 engage in his sexual assault and abuse of Plaintiff. On information and belief, Plaintiff's other  
17 teachers knew Fraga was engaged in an inappropriate relationship with Plaintiff, especially since  
18 Fraga was not Plaintiff's teacher and would have had no legitimate reason to summons her.  
19 Throughout the time of Fraga's abuse, only a single teacher ever refused to let Plaintiff leave upon  
20 being summoned by Fraga. That teacher acknowledged knowing what Fraga was up to, but, on  
21 information and belief, that teacher otherwise did nothing to report or stop Fraga's behavior.

22          33.       Fraga's ability to repeatedly sexually assault and abuse Plaintiff while on campus  
23 reflects Defendants' inexcusable failure to act despite obvious red flags with regard to Fraga's  
24 repeatedly and excessively spending one-on-one time alone with Plaintiff behind closed doors,  
25 especially in light of the fact that Fraga was not even Plaintiff's assigned teacher at Bell High School.

26          34.       Seals' and Fraga's sexual abuse of Plaintiff continued throughout Plaintiff's time as  
27 a student at Bell High School. During Plaintiff's sophomore year, Plaintiff became pregnant.  
28 Because of the severe and continuous sexual assault suffered by Plaintiff from multiple perpetrators,

1 Plaintiff did not know who the biological father was. Plaintiff, ashamed and scared about what she  
2 should do, obtained an abortion.

3 35. After terminating the pregnancy, Plaintiff told both Seals and Fraga. This was  
4 followed by an open and obvious on-campus verbal and physical confrontation between Seals and  
5 Fraga, outside the auto shop, during the school day. Seals and Fraga yelled and screamed at each  
6 other about the other being in a relationship with Plaintiff, in full view and earshot of students and  
7 other staff.

8 36. On another occasion, Plaintiff's boyfriend and Seals had an altercation on campus  
9 about Seals' abuse of Plaintiff. This fist fight took place inside the school gym during one of  
10 Plaintiff's gymnastics competitions, and there were clear references to Seals' inappropriate  
11 relationship and/or sexual assault of Plaintiff. As the fight was taking place, Plaintiff's P.E. teacher  
12 and gymnastics coach—Ms. Case—grabbed Plaintiff and escorted her out of the gym so she “didn't  
13 have to watch” as the men fought over her.

14 37. Moreover, Plaintiff also informed Ms. Case that she had to skip regularly scheduled  
15 gymnastics practice due to the physical, emotional, and mental strain caused by her  
16 pregnancy/abortion. Ms. Case was unsurprised and uncaring. She called Plaintiff a whore, and  
17 asked whether the child was Seals' or Fraga's.

18 38. This was not the first or last time a LAUSD teacher and/or employee called Plaintiff  
19 a whore while she was a student at Bell High School. In other words, the sexual abuse of Plaintiff  
20 had long been open, obvious, and notorious, and yet no one took any action to protect Plaintiff. This  
21 further illustrates how LAUSD fundamentally failed to adequately supervise or train its employees.

22 39. The complete absence of supervision at Bell High School allowed these sexual  
23 assaults to occur. The sexual abuse was not a secret. Staff and school leadership completely failed  
24 Plaintiff through their repeated lack of intervention both in the grooming process, and during the  
25 sexual assaults.

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1 **II. *Plaintiff Attempted To Report The Abuse But Was Rebuffed By The School and LAUSD***  
2 ***Administration.***

3 40. Plaintiff periodically summoned enough courage, and reported the repeated sexual  
4 abuse to the Principal, Mr. Latpin, approximately 4 or 5 times. Plaintiff at least once also reported  
5 the abuse in person to a District official at a LAUSD office in the neighboring city of Cudahy.

6 41. However, on information and belief, despite the obviously abhorrent and known  
7 inappropriate behavior, Defendant LAUSD did not counsel, discipline, or terminate either predator's  
8 employment. In fact, nothing material ever came from these reports.

9 42. At some point, Mr. Latpin moved Plaintiff out of Seals' class. However, this small  
10 gesture was ultimately meaningless because Seals and Fraga were undeterred in using summonses  
11 to Plaintiff's other teachers to get her out of class. Seals and Fraga continued to abuse and rape  
12 Plaintiff on school property during and after school hours.

13 43. On information and belief, the school security guards also were aware that Fraga was  
14 sexually abusing Plaintiff. When Plaintiff would cross campus from her class to Fraga, school  
15 security guards would comment on her going to see Fraga. Instead of protecting Plaintiff, they  
16 provided "cover" for his misconduct. As a result, school security staff contributed to the creation of  
17 a hostile environment and facilitated Fraga's continued access to Plaintiff.

18 44. During the summer of 1980, Plaintiff went to summer school at Garfield High School  
19 for a course she required in order to graduate. Fraga was a teacher at Garfield High School for that  
20 summer. Fraga took advantage of the access to Plaintiff this provided, and he continued his sexual  
21 assaults and abuse of Plaintiff throughout that summer.

22 45. It was not until July or August of 1980 that the sexual abuse finally ended because  
23 Plaintiff became pregnant for the second time. Plaintiff was pregnant for her entire senior year and  
24 had the child in April 1981 before graduation. Plaintiff made the decision to keep the child due to  
25 the emotional, physical, and mental toll of the previous abortion procedure.

1 **III. *LAUSD Was Negligent In Its Duties to Plaintiff and Ratified Seals' and Fraga's Sexual***  
2 ***Assaults of Plaintiff.***

3 46. At all times relevant hereto, Seals and Fraga were adult males employed by LAUSD  
4 as trusted teachers, instructors, and counselors at Bell High School (and Fraga for the summer of  
5 1980 at Garfield High School). In such capacities, Seals and Fraga were under the direct supervision,  
6 employ, agency, and control of LAUSD and DOES 4 through 30. As a result, LAUSD had a special  
7 relationship with Seals and Fraga, and thus had a duty to warn and protect Plaintiff from harm by  
8 them. Seals' duties and responsibilities with LAUSD included, in part, providing for the supervision,  
9 counseling, advisory, educational, and emotional needs and well-being of students of Bell High  
10 School. Similarly, Fraga's duties and responsibilities with LAUSD included, in part, providing for  
11 the supervision, counseling, advisory, educational, and emotional needs and well-being of students  
12 of Bell High School.

13 47. At all times relevant herein, LAUSD owned, operated, maintained, controlled, and  
14 staffed Bell High School and Garfield High School. LAUSD promoted Bell High School and  
15 Garfield High School as safe places where students could obtain a quality and safe education.

16 48. Plaintiff is informed and believes and thereon alleges, that in employing Seals as a  
17 teacher at Bell High School, Defendants gave Seals full power, control, and authority to provide  
18 teaching services to LAUSD's students. By continuing to employ Seals, LAUSD held Seals out to  
19 be a professional and safe teacher at Bell High School.

20 49. Plaintiff is informed and believes and thereon alleges, that in employing Fraga as a  
21 teacher at Bell High School, and summer school teacher at Garfield High School, Defendants gave  
22 Fraga full power, control, and authority to provide teaching services to LAUSD's students. By  
23 continuing to employ Fraga, LAUSD held Fraga out to be a professional and safe teacher at Bell  
24 High School and Garfield High School.

25 50. As employees, and with the endorsement of LAUSD, Seals and Fraga stood in  
26 positions of power, respect, confidence, trust, and authority in relation to Plaintiff and numerous  
27 other minor students. Defendants lodged with Seals and Fraga the color of authority, through which  
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1 they were able to influence, direct, and assault Plaintiff, and to act illegally, unreasonably, and  
2 without respect for the person and safety of Plaintiff.

3 51. At all times relevant hereto, LAUSD was responsible for the supervision of its  
4 employees' and agents' activities, including those of Seals and Fraga, and assumed responsibility  
5 for the well-being of the minor children in its care, including Plaintiff.

6 52. As a student at Bell High School (and for the summer of 1980 at Garfield High  
7 School), where Seals and Fraga were employed and worked, Plaintiff was under LAUSD's, Seals'  
8 and Fraga's supervision, care, and control, which created a special or fiduciary relationship.

9 53. It was through these positions of trust and confidence that Seals and Fraga exploited  
10 Plaintiff and were able to continue their sexual assault and battery of her. Plaintiff is informed and  
11 believes and thereon alleges that all of the sexually abusive and harassing conduct alleged herein  
12 was done to satisfy Seals' and Fraga's own prurient sexual desires.

13 54. The sexual acts perpetrated upon Plaintiff by Seals and Fraga constitute child sexual  
14 assault as defined by California Code of Civil Procedure Section 340.1, as modified by Assembly  
15 Bill 218, and were a violation of the California Penal Code, including, but not limited to, Penal Code  
16 Sections 288, 289, 311.4, and 647.6.

17 55. Additionally, since Plaintiff was a minor child under the custody, care, and control  
18 of Defendants, Defendants stood in *loco parentis* with respect to Plaintiff while she attended class  
19 and other school-related functions through LAUSD. As the responsible party and/or employer  
20 controlling both Seals and Fraga, LAUSD also was in a special relationship with Plaintiff and owed  
21 special duties to Plaintiff.

22 56. Prior to and during the sexual harassment, molestation, and assault of Plaintiff,  
23 LAUSD knew or should have known, or was otherwise on notice, that Seals and Fraga had violated  
24 their respective roles as teachers and used their positions of authority and trust acting on behalf of  
25 LAUSD to gain access to young children, including Plaintiff, on and off LAUSD's facilities and  
26 grounds, which they used to inappropriately touch, molest, abuse, and assault Plaintiff.

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

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

9           59. Pursuant to the inquiry notice standards applicable to this situation, “[i]t is not  
10 necessary to prove that the very injury which occurred must have been foreseeable by the school  
11 authorities in order to establish that their failure to provide additional safeguards constituted  
12 negligence. Their negligence is established if a reasonably prudent person would foresee that  
13 injuries of the same general type would be likely to happen in the absence of such safeguards.” (*J.H.*  
14 *v. Los Angeles Unified School Dist.* (2010) 183 Cal. App. 4th 123, 146). It is well-settled that  
15 “[f]oreseeability is determined in light of all the circumstances and does not require prior identical  
16 events or injuries.” (*M.W.*, 110 Cal. App. 4th at 519). Furthermore, “school administrators who fail  
17 to prevent sexual abuse are not absolved of moral responsibility simply because they did not have  
18 ‘actual knowledge’ an employee previously engaged in sexual misconduct.” (*Doe v. Lawndale*  
19 *Elementary School Dist.* (2021) 72 Cal. App. 5th 113, 135).

20           60. The act of grooming, in and of itself, is a crime under California law. It was also  
21 foreseeable to LAUSD that Seals’ grooming behavior could lead to sexual assault if unchecked.  
22 This is particularly true in light of the specific grooming that took place in this case.

23           61. LAUSD had inquiry notice of the risks presented by Seals and Fraga, as alleged  
24 herein, and had a special relationship with Plaintiff that required it to warn and protect Plaintiff from  
25 the abuse of Seals and Fraga.

26           62. Defendants had a duty to disclose these facts to Plaintiff, her parents, and others, but  
27 negligently and/or intentionally suppressed, concealed, or failed to disclose this information for the  
28 express purposes of maintaining Seals’ and Fraga’s respective images as ethical, wholesome, safe,

1 and trusted teachers at and within LAUSD. The duty to disclose this information arose from the  
2 special, trusting, confidential, fiduciary, and *in loco parentis* relationship between Defendants and  
3 Plaintiff.

4 63. Plaintiff is informed and believes, and thereon alleges, LAUSD failed to take  
5 reasonable steps and adopt adequate safeguards to prevent the sexual assault of minor students under  
6 its care. By failing to adopt such policies and procedures, LAUSD failed to protect minor students  
7 under its care and supervision, specifically Plaintiff. Instead, Defendants ignored and/or permitted  
8 Seals' and Fraga's improper behavior to continue, which ultimately led to the sexual abuse suffered  
9 by Plaintiff.

10 64. As a direct and proximate result of Plaintiff's sexual assault by Seals and Fraga,  
11 which was enabled and facilitated by Defendants, Plaintiff has suffered injury, all to Plaintiff's  
12 general, special, and consequential damage in an amount to be proven at trial, but in no event less  
13 than the minimum jurisdictional amount of this Court.

14 **FIRST CAUSE OF ACTION**

15 **NEGLIGENCE**

16 **(Against Defendants LAUSD and DOES 4 through 30)**

17 65. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent  
18 paragraphs of this Complaint as if fully set forth herein.

19 66. Pursuant to California Government Code section 815.2, Defendant LAUSD is liable  
20 for injuries proximately caused by the acts or omissions of its employees, agents, servants and/or  
21 joint venturers, where such acts or omissions were within the course and scope of employment.

22 67. Defendants' employees' conduct, actions, and omissions served to create an  
23 environment in which Seals and Fraga were both afforded years of continuous secluded access to  
24 minor children, including Plaintiff, who was sexually abused, molested and assaulted by Seals and  
25 Fraga between the ages of approximately 15 to 17 years old.

26 68. Compulsory education laws create a special relationship between students and school  
27 districts, and students have a constitutional guarantee to a safe, secure, and peaceful school  
28 environment. Defendants failed to acknowledge unsafe conditions and red flags in the respective

1 behavior of Seals and Fraga, and therefore failed to guarantee safe surroundings in an environment  
2 in which Plaintiff was not free to leave. Because of the special relationship with Plaintiff, LAUSD  
3 had a duty to protect her from peril.

4         69. As is set forth herein, Defendants have failed to uphold numerous mandatory duties  
5 imposed upon them by state and federal law, and by written policies and procedures applicable to  
6 Defendants, including, but not limited to, the following: (1) duty to use reasonable care to protect  
7 students from known or foreseeable dangers; (2) duty to protect students and staff and provide  
8 adequate supervision; (3) duty to supervise faculty and students and enforce rules and regulations  
9 prescribed for schools, exercise reasonable control over students as is reasonably necessary to  
10 maintain order, protect property, or protect the health and safety of faculty and students or to  
11 maintain proper and appropriate conditions conducive to learning; (4) duty to act promptly and  
12 diligently and not ignore or minimize problems; (5) duty to warn Plaintiff and other students of  
13 potential harm; and (6) duty to refrain from violating Plaintiff's right to protection from bodily  
14 restraint or harm.

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

21         71. Defendants were required but failed to exercise careful supervision of the moral  
22 conditions in their school. This duty extended beyond the classroom and class periods. Defendants  
23 had a duty to put rules and regulations in place to protect their students from the possibility of  
24 childhood sexual abuse at the hands of LAUSD's teachers and staff.

25         72. Defendants had a duty to and failed to adequately train and supervise all counselors,  
26 advisors, teachers, administrators, mentors and staff to create a positive, safe, and educational  
27 environment, specifically including training to perceive, report and stop inappropriate conduct by  
28 other members of the staff, specifically including Seals and Fraga, with minors. Defendants owed

1 Plaintiff a duty to institute reasonable protective measures to protect Plaintiff and other minor  
2 children in their charge from the risk of sexual assault, harassment, and molestation by Seals and  
3 Fraga by properly warning, training, or educating LAUSD’s staff members about how to spot red  
4 flags in other staff members’—and specifically Seals’ and Fraga’s—behavior with minor students.

5 73. On information and belief, Defendants failed to take reasonable steps or implement  
6 reasonable safeguards to avoid acts of childhood sexual assault, including by failing to enact  
7 adequate policies and procedures or failing to ensure their policies and procedures were followed.

8 74. By virtue of Seals’ and Fraga’s unique authority and respective positions as school  
9 teachers, they were able to identify vulnerable children, such as Plaintiff, upon whom they could  
10 perform sexual assaults; to manipulate their authority to procure compliance with their sexual  
11 demands; to induce children to allow the assaults to continue; and to coerce them not to report it to  
12 any other persons or authorities. As educators within LAUSD, these perpetrators—Seals and  
13 Fraga—each had unique access to, and held positions of authority among, students who were  
14 attending Bell High School (and summer school at Garfield High School), like Plaintiff who  
15 belonged to and attended LAUSD.

16 75. Defendants, by and through their agents, servants, and employees, knew or  
17 reasonably should have known of Seals’ and Fraga’s sexually abusive and exploitative propensities  
18 and/or that Seals and Fraga were unfit agents. It was foreseeable that if Defendants did not  
19 adequately exercise or provide the duty of care owed to children in their care, including but not  
20 limited to Plaintiff, the children entrusted to Defendants’ care would be vulnerable to sexual assault  
21 by Seals and/or Fraga.

22 76. Defendants breached their duty of care to Plaintiff by (1) allowing Seals and Fraga to  
23 come into contact with her as a minor without supervision; (2) by failing to properly investigate  
24 Seals and Fraga and the numerous instances of behavior that clearly raised red flags; (3) by failing  
25 to supervise and/or stop Seals and Fraga from committing wrongful sexual acts with minor children,  
26 including Plaintiff; (4) by shielding Seals and Fraga from responsibility for their sexual assaults of  
27 Plaintiff; (5) by failing to inform or concealing from Plaintiff’s parents, guardians, or law  
28 enforcement officials that Seals and Fraga were or may have been sexually abusing minors; (6) by

1 holding out Seals and Fraga to the LAUSD community at large as being in good standing and  
2 trustworthy as persons of stature and integrity; (7) by failing to take reasonable steps or implement  
3 reasonable safeguards to protect Plaintiff and other minor children in their charge from the risk of  
4 sexual assault, harassment, and molestation, including by failing to enact adequate policies and  
5 procedures or failing to ensure their policies and procedures were followed; and (8) by failing to  
6 properly warn, train, or educate LAUSD's staff members about how to spot red flags in other staff  
7 members' behavior with minor students.

8 77. Under the Child Abuse and Neglect Reporting Act, Defendants' employees,  
9 including their teachers, aides, and administrators, were child care custodians, and thus, were under  
10 a statutory duty to report known or suspected incidents of sexual molestation or abuse of minors to  
11 a child protective agency, pursuant to California Penal Code section 11166, and/or to not impede the  
12 filing of any such report. Numerous of Defendants' employees failed in this regard, including each  
13 of the perpetrators who knew of each others' sexual assaults on Plaintiff, Plaintiff's other  
14 teachers/coaches, and other school staff who knowingly failed to report any of these assaults.

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

19 79. As a result of the above-described conduct, Plaintiff has suffered and continues to  
20 suffer in many ways, including but not limited to pain of mind and body, emotional distress, physical  
21 manifestations of emotional distress, anxiety, depression, a lost sense of trust, and was prevented  
22 and will continue to be prevented from performing daily activities and obtaining the full enjoyment  
23 of life.

24 **SECOND CAUSE OF ACTION**

25 **NEGLIGENT SUPERVISION AND RETENTION**

26 **(Against Defendants LAUSD and DOES 4 through 30)**

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



1           81. Pursuant to California Government Code section 815.2, Defendant LAUSD is liable  
2 for injuries proximately caused by the acts or omissions of its employees, agents, servants and/or  
3 joint venturers, where such acts or omissions were within the course and scope of employment.

4           82. As an educational institution entrusted with the care of minors, where all students are  
5 entrusted to the teachers, counselors, advisors, mentors, faculty members, and administrators,  
6 LAUSD expressly and implicitly represented that these individuals, including Seals and Fraga, were  
7 not a sexual threat to minors and others who would fall under LAUSD's influence, control, direction,  
8 and guidance.

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

15           84. LAUSD failed to provide such supervision to Plaintiff by allowing Seals and Fraga  
16 to be alone and unsupervised with minor students in violation of its own policies and applicable  
17 standard of care. LAUSD failed to take reasonable measures to prevent the grooming and childhood  
18 sexual abuse of its students, including Plaintiff.

19           85. On information and belief, LAUSD did not have in place policies, systems, or  
20 procedures to reasonably investigate, supervise, and monitor its teachers and staff, nor safeguards  
21 designed to prevent pre-sexual grooming and sexual abuse of children. Even if such policies or  
22 procedures existed on paper, LAUSD did not implement any system of procedure to oversee or  
23 monitor conduct towards minors, students, and others in its care during the time period at issue.

24           86. Seals and Fraga undertook to openly and obviously groom and sexually assault  
25 Plaintiff, a minor student. Despite the fact it was known to multiple school employees, including  
26 the Principal, and despite the fact that Plaintiff reported the abuse to a District official in Cudahy,  
27 nothing was done to prevent Seals' and Fraga's ongoing abuse of Plaintiff. It thus appears that  
28 school and District leadership, staff, and employees did not recognize, or otherwise ignored, the

1 signs and reports of grooming and/or sexual assault by Seals and Fraga due to inappropriate training  
2 or lack thereof.

3 87. By the time Plaintiff was sexually abused on a regular basis by Seals and Fraga,  
4 LAUSD knew or should have known of the ongoing grooming and abuse of Plaintiff, but due to  
5 their lack of training, employees failed to recognize the signs and/or failed to stop the abuse.

6 88. Defendants were aware or should have been aware of their minor students' significant  
7 vulnerability to sexual harassment, molestation, and assault by mentors, advisors, teachers, coaches,  
8 counselors, and other persons of authority within LAUSD.

9 89. Defendants owed Plaintiff a duty to provide reasonable supervision of Plaintiff, Seals  
10 and Fraga. Defendants owed Plaintiff a duty to use reasonable care in investigating Seals and Fraga  
11 and to provide adequate warning to Plaintiff and her family, and to families of other minor students  
12 who were entrusted to LAUSD, of Seals' and Fraga's sexually abusive and exploitative propensities  
13 and unfitness.

14 90. Defendants owed Plaintiff a duty not to retain Seals and Fraga given their respective  
15 proclivities towards pedophilia, which Defendants knew, or should have known had they engaged  
16 in in any meaningful supervision over the employees and agents using their facilities and/or  
17 conducted a meaningful and adequate investigation of allegations of sexual assault of Plaintiff, and  
18 the red flags in Seals' and Fraga's behavior.

19 91. Defendants, by and through their agents, servants, and/or employees, knew or should  
20 have known of Seals' and Fraga's sexually abusive and exploitative propensities and/or that Seals  
21 and Fraga were unfit agents. Despite such knowledge, Defendants negligently failed to supervise  
22 Seals and Fraga in their position of trust and authority as teachers, in which positions they were each  
23 able to commit the wrongful acts against Plaintiff alleged herein.

24 92. Defendants failed to provide reasonable supervision of Seals and Fraga; failed to use  
25 reasonable care in investigating Seals and Fraga; and failed to provide adequate warning to Plaintiff  
26 and her family regarding Seals' and Fraga's sexually abusive and exploitative propensities and  
27 unfitness. Defendants further failed to take reasonable measures to prevent future sexual assaults  
28

1 perpetrated by Seals and Fraga despite clear warning and signs that such sexual assaults were taking  
2 place.

3 93. Defendants failed to properly evaluate Seals' and Fraga's respective conduct and  
4 performances as employees of, or providers of services to Defendants, and failed to exercise the due  
5 diligence incumbent upon employers to investigate employee misconduct, or take appropriate  
6 disciplinary action. Defendants negligently continued to retain Seals and Fraga in service as  
7 teachers, working or providing services for Defendants, which enabled them to continue engaging  
8 in the sexually abusive and predatory behavior described herein.

9 94. Defendants should have known that Seals and Fraga engaged in dangerous and  
10 inappropriate conduct, and it was reasonably foreseeable that Seals and Fraga were engaging, or  
11 would engage, in illicit sexual activities with Plaintiff, under the cloak of their authority, confidence,  
12 and trust, bestowed upon them through Defendants.

13 95. Defendants breached their duty to Plaintiff by, *inter alia*, failing to adequately  
14 monitor and supervise Seals and Fraga, failing to stop Seals and Fraga from committing wrongful  
15 sexual acts with minors, specifically Plaintiff, and continuing to retain Seals and Fraga despite clear  
16 warning and signs that sexual assaults of minors were taking place.

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

21 97. As a result of the above-described conduct, Plaintiff has suffered and continues to  
22 suffer in many ways, including but not limited to pain of mind and body, emotional distress, physical  
23 manifestations of emotional distress, anxiety, depression, a lost sense of trust, and was prevented  
24 and will continue to be prevented from performing daily activities and obtaining the full enjoyment  
25 of life.

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1 **THIRD CAUSE OF ACTION**

2 **SEXUAL BATTERY**

3 **(Against Defendants Seals and Fraga)**

4 98. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent  
5 paragraphs of this Complaint as if fully set forth herein.

6 99. During Plaintiff's time as a minor student at Bell High School, both Seals and Fraga  
7 intentionally, recklessly, and wantonly made sexual advances of a hostile nature based on Plaintiff's  
8 gender that were unwelcome, pervasive, and severe. The sexual harassment and assault included,  
9 but was not limited to, massaging, manipulating, and fondling Plaintiff's body, and forcibly  
10 penetrating Plaintiff's genitals. These incidents of sexual assault occurred while Plaintiff was under  
11 the control of LAUSD and their agents, acting in their capacity as teachers, counselors, mentors,  
12 advisors, security, and administrators on behalf of Defendants.

13 100. Seals and Fraga did the aforementioned acts with the intent to cause a harmful or  
14 offensive contact with an intimate part of Plaintiff's person and would offend a reasonable sense of  
15 personal dignity. Further, said acts did cause a harmful or offensive contact with an intimate part of  
16 Plaintiff's person that would offend a reasonable sense of personal dignity.

17 101. Because of Seals' and Fraga's positions of authority over Plaintiff, Plaintiff's mental  
18 and emotional state, and Plaintiff's young age, Plaintiff was unable to and did not give meaningful  
19 consent to such acts.

20 102. As a direct and proximate result of the acts of both Seals and Fraga, Plaintiff sustained  
21 serious and permanent injuries to her person, and damages in an amount to be shown according to  
22 proof and within the jurisdiction of the Court.

23 103. As a result of the above-described conduct, Plaintiff has suffered and continues to  
24 suffer in many ways, including but not limited to pain of mind and body, emotional distress, physical  
25 manifestations of emotional distress, anxiety, depression, a lost sense of trust, and was prevented  
26 and will continue to be prevented from performing daily activities and obtaining the full enjoyment  
27 of life.

28



1 111. Even though Defendants knew, or should have known of both Seals' and Fraga's  
2 repeated sexual misconduct, Defendants did nothing to investigate, supervise, or monitor Seals or  
3 Fraga to ensure the safety of minors such as Plaintiff.

4 112. On information and belief, Defendants ignored Plaintiff's multiple reports to school  
5 administration and staff of the sexual assault and abuse she endured as a minor student at the hands  
6 of both LAUSD and Seals. Accordingly, Plaintiff is informed and believes and thereon alleges that  
7 Defendants, specifically the school administration and staff, ratified Seals' and Fraga's conduct and  
8 aided and abetted their respective conduct by (1) allowing both Seals and Fraga to be in a classroom  
9 at the school alone with minor students, specifically Plaintiff; (2) failing to properly investigate Seals  
10 and Fraga and the numerous instances of their behaviors that clearly raised red flags; (3) failing to  
11 supervise and/or stop Seals and Fraga from committing wrongful sexual acts with minor children,  
12 specifically Plaintiff; (4) shielding Seals and Fraga from responsibility for their multiple sexual  
13 assaults of Plaintiff; (5) failing to inform or concealing from Plaintiff's parents, guardians, and/or  
14 law enforcement officials that Seals and Fraga were or may have been sexually abusing minors; (6)  
15 holding out Seals and Fraga to the LAUSD community at large as being in good standing and  
16 trustworthy as persons of stature and integrity; (7) failing to take reasonable steps or implement  
17 reasonable safeguards to protect Plaintiff and other minor children in their charge from the risk of  
18 sexual assault, harassment, and molestation, including by failing to enact adequate policies and  
19 procedures and/or failing to ensure their policies and procedures were followed; and (8) failing to  
20 properly warn, train or educate LAUSD's staff members about how to spot red flags in other staff  
21 members'—specifically Seals' and Fraga's—behavior with minor students.

22 113. As a result of the sexual harassment, Plaintiff has suffered injury, all to Plaintiff's  
23 general, special, and consequential damage in an amount to be proven at trial, but in no event less  
24 than the minimum jurisdictional amount of this Court.

25 114. As a result of the above-described conduct, Plaintiff has suffered and continues to  
26 suffer in many ways, including but not limited to pain of mind and body, emotional distress, physical  
27 manifestations of emotional distress, anxiety, depression, a lost sense of trust, and was prevented  
28

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

3 115. In subjecting Plaintiff to the wrongful treatment alleged herein, Defendant Seals and  
4 Defendant Fraga both acted willfully and maliciously with the intent to harm Plaintiff and in  
5 conscious disregard for Plaintiff's rights so as to constitute malice and oppression under Civil Code  
6 section 3294. Plaintiff is therefore entitled to the recovery of punitive damages against both Seals  
7 and Fraga in a sum to be shown according to proof at trial.


8 **PRAYER FOR RELIEF**

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

- 10 1. For past, present, and future general damages in an amount to be determined at trial;  
11 2. For past, present, and future special damages, including economic damages in an  
12 amount to be determined at trial;  
13 3. Any appropriate statutory damages;  
14 4. For cost of suit;  
15 5. For interest as allowed by law;  
16 6. For punitive or exemplary damages against Seals and Fraga only;  
17 7. For attorney's fees pursuant to Code of Civil Procedure section 1021.5 and Civil  
18 Code section 51.9(b), or otherwise as allowable by law; and  
19 8. For such other and further relief as the Court may deem proper.

20  
21 DATED: September 15, 2022

GREENBERG GROSS LLP

22  
23 By:   
24 Brian L. Williams  
Daniel S. Cha  
Emily N. Engler

25  
26 JEFF ANDERSON & ASSOCIATES  
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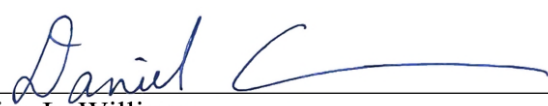
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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury in this action for any and all claims so triable.

DATED: September 15, 2022

GREENBERG GROSS LLP

By:   
Brian L. Williams  
Daniel S. Cha  
Emily N. Engler

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