

1 Orange County, California, and Plaintiffs were minors during the period of sexual abuse alleged
2 herein. Plaintiffs bring this Complaint pursuant to California Code of Civil Procedure section 340.1,
3 as amended by Assembly Bill 218, for the childhood sexual abuse they suffered at the hands of OUSD
4 and TUSD. Pursuant to California Government Code Section 905(m), as amended by Assembly Bill
5 218, Plaintiffs are specifically exempt from the claims presentation requirement for their claims
6 against OUSD and TUSD, and Plaintiffs' claims for damages suffered as a result of childhood sexual
7 assault are timely filed.

8 2. OUSD was and is a public entity having its principal place of business in Orange,
9 California. OUSD purposely conducts substantial educational business activities in the State of
10 California, and was the primary public entity owning, operating, and controlling El Modena High
11 School ("El Modena"), as well as the activities and behavior of its employees, servants, and/or agents,
12 including Defendant Alcalá.

13 3. TUSD was and is a public entity having its principal place of business in Tustin,
14 California. TUSD purposely conducts substantial educational business activities in the State of
15 California, and was the primary public entity owning, operating, and controlling Foothill High School
16 ("Foothill"), as well as the activities and behavior of its employees, servants, and/or agents, including
17 Defendant Alcalá.

18 4. On information and belief, Defendant Alcalá is an individual residing in Orange
19 County, California. At all times mentioned herein, Alcalá was employed by OUSD and TUSD as a
20 wrestling coach.

21 5. The true names and capacities, whether individual, corporate, partnership, associate,
22 or otherwise, of DOES 1–10, inclusive, are unknown to Plaintiffs. Accordingly, Plaintiffs sue DOES
23 1–10 by such fictitious names pursuant to section 474 of the California Code of Civil Procedure.
24 Plaintiffs will seek leave to amend this Complaint to allege their true names and capacities when they
25 are ascertained. Plaintiffs are informed and believe and thereon allege that DOES 1–10 are legally
26 responsible in some manner for the events, happenings, and/or tortious and unlawful conduct that
27 caused the injuries and damages alleged in this Complaint.

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1 11. Plaintiff One began attending El Modena in the 2016-2017 school year as a freshman
2 student. Plaintiff One came from a poor, immigrant family and had a difficult childhood. Making
3 matters worse, Plaintiff One was the victim of an abusive event by a fellow student during her
4 freshman year at El Modena. Collectively, this history put Plaintiff in a particularly vulnerable state.
5 Importantly, school leadership was specifically aware of Plaintiff One's previous assault and
6 vulnerability, and should have taken efforts to protect her from further abusive behavior.

7 12. During Plaintiff One's time at the school, Defendant Alcalá worked as a wrestling
8 coach and was involved in coaching the girls teams at El Modena. On information and belief, Alcalá
9 was not otherwise affiliated with the school as a teacher, but was allowed to coach and regularly
10 have contact with El Modena students. He was additionally given access to the school's facilities
11 and building which he ultimately used to sexually abuse the Plaintiffs. Indeed, Alcalá was given
12 virtually unchecked access to school grounds before, during, and after normal school hours. Not
13 surprisingly, Alcalá exploited the lax supervision over him by full-time school staff and leadership.

14 13. Plaintiff One's involvement in the girls wrestling team at El Modena began during
15 her sophomore year. As a member of the wrestling team, Plaintiff One came into regular contact
16 with Alcalá given his role as a coach. Almost immediately, Alcalá targeted Plaintiff One and began
17 engaging in acts of favoritism and other outward displays of grooming. This included, but was not
18 limited to, Alcalá spending a lot of time with Plaintiff One, constantly complimenting her, buying
19 her gifts, and providing additional training only to Plaintiff One.

20 14. Inexcusably, this preferential treatment was permitted to escalate to the point that
21 Alcalá was regularly transporting Plaintiff One in his own car to and from school practices and
22 wrestling tournaments. On information and belief, this would be an obvious violation of school
23 rules, and at the very least, sign of red flag behavior that needed to be immediately investigated.
24 Tragically, it wasn't.

25 15. As another sign of differential treatment, Alcalá would regularly use Plaintiff One as
26 the subject of his coaching demonstrations and he would demonstrate close contact wrestling moves
27 or techniques on Plaintiff One, in front of the other students and staff. He could have easily utilized
28 the other adult coaches, but took advantage of the chance to be close to Plaintiff One. Alcalá

1 frequently had erections that Plaintiff One could feel on her body as he was demonstrating these
2 techniques.

3 16. Alcalá took advantage of Plaintiff One's vulnerabilities through repeated
4 manipulation, primarily through emotional support and flattery, in order to perpetuate what would
5 become years of relentless sexual abuse.

6 17. Emboldened by OUSD's lack of supervision and silence from other coaches and
7 school administrators, Alcalá began sexually abusing Plaintiff One during her sophomore year.
8 Plaintiff One was only 15 years old. What started as groping of her breasts escalated to multiple
9 instances of rape. During her sophomore year, many of these sexual assaults occurred in the context
10 of school wrestling tournaments.

11 18. Alcalá's sexual abuse of Plaintiff One continued the next school year. Unsurprisingly,
12 both the frequency and scope of the rapes increased dramatically. Alcalá often sexually assaulted
13 Plaintiff One multiple times a week during her junior year of high school. These rapes occurred both
14 on and off El Modena's campus. Many of them took place inside the wrestling facilities at the school.
15 Out of fear that Plaintiff One could become pregnant, Alcalá regularly purchased Plan B as an
16 emergency contraceptive device.

17 19. Still unchecked by school leadership and staff, the abuse continued during Plaintiff
18 One's final year of high school. Alcalá and Plaintiff One became virtually inseparable during the
19 first half of her senior year at El Modena. Alcalá continued his pattern and practice of transporting
20 Plaintiff One in his personal vehicle from school. Alcalá would regularly accompany Plaintiff One
21 to the wrestling and weight rooms at the school. School staff said nothing, proper supervision didn't
22 exist, and of course, Alcalá continued to repeatedly rape Plaintiff One both on and off campus.

23 20. The very fact that Alcalá was able to groom and sexually abuse Plaintiff One so
24 frequently and openly, across multiple school years, is evidence of OUSD's complete lack of
25 supervision of Plaintiff One and its coaches. OUSD completely failed Plaintiff One, subjecting her
26 to years of horrific sexual abuse by a serial predator.

27 21. Ironically (and tellingly), it took a pandemic to stop Alcalá's repeated abuse of
28 Plaintiff One, not the actions of OUSD officials. The restrictions associated with COVID-19

1 separated Plaintiff One from Alcalá. Plaintiff One then got accepted to college out of state, which
2 took her away from the environment where her abuse occurred.

3 22. Alcalá quickly found and focused on his next teenage victim.

4 **III. Alcalá's Abuse of Plaintiff Two: From El Modena to Foothill.**

5 **a. *Alcalá Grooms and Sexually Abuses Plaintiff Two at El Modena***

6 23. Plaintiff Two first interacted with Alcalá in the summer of 2019, a few months before
7 beginning her freshman year at El Modena. Specifically, Plaintiff Two attended the summer girls
8 wrestling camp at El Modena, which is how she met Alcalá.

9 24. Once Plaintiff Two started her freshman year at El Modena, she immediately began
10 witnessing Alcalá's unusual relationship with her teammate and fellow El Modena student, Plaintiff
11 One. Unlike school leadership, and despite only being a young student, Plaintiff Two immediately
12 recognized unusual behaviors and Alcalá's obvious favoritism of Plaintiff One and his unique and
13 special treatment of her. Simply put, if your students can easily discern inappropriate behavior by a
14 coach, it goes without saying that trained, attentive adult employees should have as well.

15 25. As just a few examples, Plaintiff Two observed that Alcalá went out of his way to
16 arrange travel to and from school wrestling events, ensuring that Alcalá was giving a ride to Plaintiff
17 One in his personal car. Plaintiff Two also repeatedly observed Plaintiff One riding in Alcalá's car
18 to and from El Modena campus.

19 26. Alcalá's grooming of Plaintiff Two started later during her freshman year, into the
20 summer. Alcalá had created a group chat for the girls wrestling team, and used that communication
21 device to begin singling out Plaintiff Two. The grooming escalated when Alcalá began sending
22 private text messages to Plaintiff Two.

23 27. Alcalá began a classic grooming pattern by normalizing sexually-charged
24 conversations. Alcalá sent Plaintiff Two messages concerning her dating and intimacy practices.

25 28. Like Plaintiff One, Alcalá escalated his grooming to buying Plaintiff Two gifts,
26 showing unjustified favoritism to her during practices, using her repeatedly to demonstrate close body
27 wrestling techniques, and giving Plaintiff Two rides in his personal vehicle.

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1 29. Unchecked by OUSD leadership during his grooming period, Alcalá began sexually
2 assaulting Plaintiff Two during her sophomore year at El Modena. What began with kissing and
3 groping quickly escalated. During the fall semester, when she was only 15 years old, Alcalá took her
4 virginity.

5 30. On information and belief, during the first half of the 2020/2021 school year, Alcalá
6 was forced to resign in lieu of termination as a coach at El Modena for violating rules and use of El
7 Modena facilities during the COVID-19 restricted period, as well as being untruthful about the same.

8 31. During that same school year, Plaintiff Two began participating in an in-person
9 COVID-19 program at the school, whereby some students would come to El Modena's campus for
10 virtual learning at the school itself. It was within this context where OUSD completely failed in its
11 responsibility to ensure the safety of its students, including Plaintiff Two.

12 32. Specifically, Alcalá's sexual abuse increased dramatically during this period of time
13 as he was able to exploit OUSD's inadequate supervision of its students during this restricted period.
14 Specifically, Alcalá exploited this program by meeting Plaintiff Two at El Modena's campus, and
15 removing her in his personal vehicle from the school when she was scheduled to attend class.

16 33. Plaintiff Two was signed up to attend on-campus virtual learning at El Modena
17 campus. However, she quickly realized that El Modena was not enforcing attendance rules. From
18 January 2021 to April 2021, Plaintiff Two was dropped off at school but did not attend in-person
19 classes as required. In fact, Plaintiff Two would be dropped off at campus and simply left campus
20 with Alcalá or school friends. At least two to three times a week, Alcalá would pick Plaintiff Two
21 up on campus property and drive her off campus, where he repeatedly sexually assaulted her.

22 34. OUSD's "supervision" of Plaintiff Two was ridiculously lacking. Inexplicably, it took
23 4 months of chronic absenteeism that led to numerous failing grades before anyone at El Modena
24 noticed that Plaintiff Two was not participating in on campus learning. Alcalá repeatedly raped
25 Plaintiff Two during this period of time when OUSD utterly failed to supervise her as a student.

26 35. To make matters even more obvious, in addition to Alcalá removing Plaintiff Two, a
27 student of El Modena, from its campus, Plaintiff Two also brought Alcalá to wrestling events as her
28 "guest." In fact, on one occasion, an altercation occurred between Plaintiff Two and El Modena

1 school staff/ administrator about Alcalá's presence. On information and belief, another wrestling
2 coach at the wrestling event reported to the same staff/administrator that he suspected Alcalá was
3 "exploiting" Plaintiff Two. Plaintiff Two's behavior during this altercation was notably concerning.

4 ***b. Alcalá Grooms and Sexually Abuses Plaintiff Two at Foothill High School***

5 36. Thereafter, Alcalá was hired by TUSD to work at Foothill High School. Pressured by
6 Alcalá, Plaintiff Two followed him to Foothill, becoming a TUSD student for her junior year of high
7 school.

8 37. Not surprisingly, Alcalá's sexual abuse of Plaintiff Two escalated in frequency once
9 Plaintiff Two was a student of TUSD. Alcalá's open favoritism toward Plaintiff Two continued at
10 TUSD, including demonstrating close body wrestling techniques, spending extra time and isolating
11 Plaintiff Two. At several occasions, Alcalá specifically insisted on being present during Plaintiff
12 Two's weigh-ins, while she was undressed and covering her bare breasts with only her arms. Rather
13 than utilizing other female coaches, Alcalá repeatedly took advantage of these opportunities to
14 position himself closer to Plaintiff Two.

15 38. Alcalá raped Plaintiff Two multiple times a week, both on and off school property.
16 As an example, Alcalá raped Plaintiff Two numerous times utilizing the wrestling facilities at
17 Foothill.

18 39. Tragically, one of these sexual encounters led to Plaintiff Two becoming pregnant.
19 She became aware of this pregnancy in February of 2022, when she was approximately 14 weeks
20 along. Plaintiff told Alcalá that she suspected she was pregnant with his child. The following
21 morning, on February 9, Alcalá called Plaintiff Two and told her they would take a pregnancy test
22 after school. That same afternoon, the pregnancy test confirmed Plaintiff Two's pregnancy and upon
23 learning, Alcalá became angry, questioning paternity and making derogatory comments towards
24 Plaintiff Two.

25 40. On that very same day, February 9 of 2022, Alcalá immediately took Plaintiff Two to
26 a walk-in clinic in Van Nuys, California, that offered same-day abortion procedures. Upon arrival,
27 despite clinic staff informed Alcalá that Plaintiff Two would need to return the following day due to
28 understaffing, Alcalá aggressively insisted on a same-day abortion, giving Plaintiff Two no choice

1 and no opportunity to reconsider. Alcalá personally paid for the abortion, intentionally falsified clinic
2 documents to conceal his relationship with Plaintiff Two, and meticulously avoided leaving any
3 financial trail linking himself to the procedure.

4 41. Plaintiff Two was very reluctant to have this abortion. This was an extremely
5 traumatic experience for her, in part due to her being raised as a Catholic. Given how far along she
6 was, this abortion required a surgical procedure, and led to further complications. Making matters
7 worse, Plaintiff Two had to hide everything, not only from her family but also from her coaches,
8 teammates, and friends, adding psychological stress to her physical recovery.

9 42. Revealing his true evil as a human being, Alcalá continued to demand sexual
10 intercourse from Plaintiff Two the very next day, immediately following the abortion which was
11 strictly against medical advice.

12 43. Emboldened by TUSD's complete lack of supervision, Alcalá's sexual abuse of
13 Plaintiff Two continued well into her senior year at TUSD. This included, but was not limited to
14 approximately twenty to thirty instances of rapes that occurred in connection with school wrestling
15 tournaments.

16 **IV. Multiple Employees and/or Agents of OUSD and TUSD Have Notice of Alcalá's**
17 **Suspicious Conduct But Fail to Report Him.**

18 44. In addition to the complete failure to supervise Plaintiffs and Alcalá and to recognize
19 clear red flags of an inappropriate relationship between Alcalá and minor students, OUSD and TUSD
20 failed to respond to multiple reports regarding Alcalá's behavior.

21 45. On information and belief, multiple employees and /or agents of OUSD and TUSD
22 had notice of, or suspicions concerning Alcalá's relationship with female wrestlers.

23 46. As an example, in January of 2022, an assistant coach at Foothill noticed an interaction
24 between Alcalá and Plaintiff Two that he felt was suspicious. Indeed, this assistant documented the
25 encounter, and specifically wrote, "from the looks of it I believe there to be a dangerous inappropriate
26 grooming situation."

27 47. As another example, in February of 2022, another assistant wrestling Coach reported
28 to an Assistant Principal at Foothill that it was his belief "that there was an inappropriate relationship

1 between Anthony Alcala and his female juvenile student athlete (Plaintiff Two).” In written
2 correspondence between these employees/agents, these men actually debate which of them has an
3 obligation to fulfill their duties as mandatory reporters by alerting law enforcement or Child
4 Protective Services. Indeed on February 4, 2022, an Assistant Principal at Foothill sent an email
5 encouraging a report to be made without making one himself.

6 48. While this “debate” is taking place, Alcala continues his abuse of Plaintiff Two. In
7 fact, just a few days later, Plaintiff Two discovered she was pregnant, and had the abortion procedure
8 discussed above.

9 49. Notably, Foothill never contacted Plaintiff Two and, on information and belief, never
10 investigated Alcala. Throughout Plaintiff’s senior year the following year, Alcala continued to rape
11 Plaintiff both on and off campus at least twenty to thirty times.

12 **V. OUSD and TUSD Failed to Protect Their Minor Students, including Plaintiffs.**

13 50. On several occasions, Plaintiffs were the victims of unlawful grooming, sexual
14 assault, sexual battery, harassment, and abuse by Alcala. The incidents occurred on and off the
15 school property, all while Plaintiffs were under the direct care and supervision of OUSD and TUSD.

16 51. The sexual acts perpetrated upon Plaintiff constitute childhood sexual assault as
17 defined by California *Code of Civil Procedure* Section 340.11, as modified by Senate Bill 558, and
18 were a violation of the California Penal Code, including, but not limited to, Penal Code Sections
19 287, 289, and 647.6.

20 52. As set forth herein, Alcala was an adult male employed by the OUSD and TUSD as
21 a wrestling coach at El Modena and Foothill. In such capacity, Alcala was under the direct
22 supervision, employment, agency, and control of the OUSD and TUSD and DOES 1-10. Therefore,
23 both OUSD and TUSD had a special relationship with Alcala, and thus a duty to warn and protect
24 Plaintiffs from harm by Alcala.

25 53. Plaintiffs are informed and believe, and thereon allege, that at all times relevant
26 herein, OUSD owned, operated, maintained, controlled, and staffed El Modena. OUSD promoted
27 El Modena as a safe place where its students could obtain a quality and safe education.

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

4 55. Plaintiffs are informed and believe, and thereon allege, that in hiring Alcalá, OUSD
5 and TUSD gave Alcalá full power, control, and authority to provide coaching, mentoring, and/or
6 athletic services to students. By continuing to employ Alcalá, OUSD and TUSD held Alcalá out to
7 be a professional and safe coach.

8 56. As a coach, and with the endorsement from both OUSD and TUSD, Alcalá stood in
9 a position of power, respect, confidence, trust, and authority amongst Plaintiff and numerous other
10 minor students. OUSD and TUSD lodged with Alcalá the color of authority, through which he was
11 able to influence, direct, and assault Plaintiffs, and to act illegally, unreasonably, and without respect
12 for the person and safety of Plaintiffs.

13 57. At all times relevant hereto, OUSD and TUSD were responsible for the supervision
14 of their employees' and agents' activities, including those of Alcalá, and assumed responsibility for
15 the well-being of the minors in their care, including Plaintiffs.

16 58. Additionally, as minors under the custody, care, and control of OUSD and TUSD,
17 these school districts stood *in loco parentis* with respect to Plaintiffs while they attended classes,
18 other educational and extracurricular activities, and other school-related functions. As the
19 responsible party and/or employer controlling Alcalá, OUSD and TUSD were also in a special
20 relationship with Plaintiffs and owed special duties to Plaintiffs.

21 59. Prior to and during the sexual harassment, molestation, and assault of Plaintiffs,
22 OUSD and TUSD knew or should have known, or was otherwise on notice, that Alcalá violated his
23 role as a coach and used his position of authority and trust acting on behalf of OUSD and TUSD to
24 gain access to Plaintiffs, on and off OUSD and TUSD's facilities and grounds, which Alcalá used
25 to inappropriately touch, molest, abuse, and assault Plaintiffs.

26 60. OUSD and TUSD are liable both directly and as a result of vicarious liability for the
27 failure of its administrative staff to reasonably supervise its employees. (See *C.A. v. Williams S. Hart*
28 *Union High School Dist.* (2012) 53 Cal.4th 861, 868).

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

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

14 63. The act of grooming, in and of itself, is a crime under California law. It is also
15 foreseeable to OUSD and TUSD that Alcalá’s grooming behavior could lead to sexual assault if
16 unchecked. This is particularly true in light of the specific grooming that took place in this case.

17 64. OUSD and TUSD had inquiry notice of the risks presented by Alcalá, as alleged
18 herein, and had a special relationship with Alcalá and Plaintiffs that required OUSD and TUSD to
19 warn and protect Plaintiffs from the abuse by Alcalá.

20 65. OUSD and TUSD had a duty to disclose these facts to Plaintiffs, their parents, and
21 others, but negligently and/or intentionally suppressed, concealed, or failed to disclose this
22 information for the express purpose of maintaining Alcalá’s image as an ethical, wholesome, safe,
23 and trusted coach. The duty to disclose this information arose from the special, trusting, confidential,
24 fiduciary, and *in loco parentis* relationship between OUSD, TUSD and Plaintiffs.

25 66. Plaintiffs are informed and believe, and thereon allege, OUSD and TUSD failed to
26 take reasonable steps and adopt adequate safeguards to prevent the sexual assault of minor students
27 under its care. By failing to adopt such policies and procedures, OUSD and TUSD failed to protect
28 minor students under their care and supervision, including, but not limited to, Plaintiffs. Instead,

1 OUSD and TUSD ignored and/or permitted Alcalá's improper behavior to continue, which
2 ultimately led to the sexual assaults suffered by Plaintiffs.

3 67. As a direct and proximate result of Plaintiffs sexual assaults by Alcalá, which were
4 enabled and facilitated by OUSD and TUSD, Plaintiffs have suffered injury, all to Plaintiffs general,
5 special, and consequential damage in an amount to be proven at trial, but in no event less than the
6 minimum jurisdictional amount of this Court.

7 **FIRST CAUSE OF ACTION**

8 **NEGLIGENCE**

9 **(Plaintiff Jane Doe 7141 Against Defendant OUSD and DOES 1-10)**

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

12 69. Pursuant to California *Government Code* section 815.2, Defendant OUSD is liable for
13 injuries proximately caused by the acts or omissions of its employees, agents, servants and/or joint
14 venturers, where such acts or omissions were within the course and scope of employment.

15 70. OUSD employees' conduct, actions, and omissions served to create an environment
16 in which Alcalá was afforded secluded access to minor children, including Plaintiff One, who was
17 sexually abused, molested and assaulted by Alcalá when she was a minor.

18 71. Compulsory education laws create a special relationship between students and OUSD,
19 and students have a constitutional guarantee to a safe, secure, and peaceful school environment.
20 OUSD failed to acknowledge and correct unsafe conditions, and therefore failed to guarantee safe
21 surroundings in an environment in which Plaintiff One was not free to leave.

22 72. As is set forth herein, OUSD failed to uphold numerous duties imposed upon it by
23 state and federal law, and by written policies and procedures applicable to OUSD, including, but not
24 limited to, the following: (1) duty to use reasonable care to protect students from known or foreseeable
25 dangers; (2) duty to protect students and staff and provide adequate supervision; (3) duty to supervise
26 faculty and students and enforce rules and regulations prescribed for schools, exercise reasonable
27 control over students as is reasonably necessary to maintain order, protect property, or protect the
28 health and safety of faculty and students or to maintain proper and appropriate conditions conducive

1 to learning; (4) duty to act promptly and diligently and not ignore or minimize problems; (5) duty to
2 warn Plaintiff One and other students of potential harm; and (6) duty to refrain from violating Plaintiff
3 One's rights to protection from bodily restraint or harm.

4 73. OUSD had and has a duty to protect students, including Plaintiff One, who was
5 entrusted to OUSD's care. OUSD owed Plaintiff One, as a minor at the time, a special duty of care,
6 in addition to a duty of ordinary care, and owed Plaintiff One the higher duty of care that adults
7 dealing with minors owe to protect them from harm. OUSD was required, but failed, to provide
8 adequate supervision and failed to be properly vigilant in ensuring that such supervision was
9 sufficient to ensure the safety of Plaintiff One and others.

10 74. OUSD was required but failed to exercise careful supervision of the moral conditions
11 at El Modena . This duty extended beyond the classroom. OUSD had a duty to put rules and
12 regulations in place to protect their students from the possibility of childhood sexual assault at the
13 hands of coaches such as Alcalá.

14 75. OUSD had a duty to and failed to adequately train and supervise all counselors,
15 advisors, coaches, administrators, mentors, and staff to create a positive, safe, and educational
16 environment, specifically including training to perceive, report, and stop inappropriate conduct by
17 other members of the staff, specifically including Alcalá, with minors. OUSD owed Plaintiff One a
18 duty to institute reasonable protective measures to protect her and other minors in their charge from
19 the risk of sexual assault, harassment, and molestation by Alcalá. OUSD failed to properly warn,
20 train, or educate its staff members on how to spot red flags in other staff members', specifically
21 Alcalá's, behavior with minor students.

22 76. By virtue of his unique authority and position as a coach, Alcalá was able to identify
23 Plaintiff One as a vulnerable victim, to groom and sexually assault her; to manipulate her with his
24 authority to procure compliance with his sexual demands; and to induce her to allow the sexual
25 assaults to continue. As a coach, Alcalá had unique access to, and held a position of authority among,
26 students who were attending OUSD, like Plaintiff One, and their families who attended OUSD
27 schools or approved of their minor children doing so, like Plaintiff One's parents.

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1 77. OUSD, by and through their agents, servants, and employees, knew or reasonably
2 should have known of Alcalá's sexually abusive and exploitative propensities and/or that Alcalá was
3 an unfit agent. It was foreseeable that if OUSD did not exercise or provide the duty of care to children
4 in its care, including but not limited to Plaintiff One, the minors entrusted to care would be vulnerable
5 to sexual assault by Alcalá and others. This was not only foreseeable, but due to OUSD looking the
6 other way, Alcalá sexually abused Plaintiff One on and off OUSD's property.

7 78. On information and belief, OUSD breached its duty of care to Plaintiff One by
8 allowing Alcalá to come into contact with Plaintiff One as a minor without supervision; by failing to
9 properly investigate Alcalá; by failing to supervise and/or stop Alcalá from committing wrongful
10 sexual acts with Plaintiff One; by shielding Alcalá from responsibility for his illegal activities; by
11 failing to inform or concealing from Plaintiff One's parents, guardians, or law enforcement officials
12 that Alcalá was or may have been sexually abusing minors; by holding out Alcalá to the OUSD
13 community at large as being in good standing and trustworthy; by failing to take reasonable steps or
14 implement reasonable safeguards to protect Plaintiff One and other minors in their charge from the
15 risk of sexual assault, harassment, and molestation, including by failing to enact adequate policies
16 and procedures or failing to ensure their policies and procedures were followed; and by failing to
17 properly warn, train, or educate OUSD staff members about how to spot red flags in other staff
18 members', and specifically Alcalá's behavior with minor students.

19 79. As a direct and proximate result of OUSD's multiple and continuous breaches,
20 Plaintiff One has suffered injury, all to Plaintiff One's general, special, and consequential damages
21 in an amount to be proven at trial, but in no event less than the minimum jurisdictional amount of this
22 Court.

23 80. As a result of the above-described conduct, Plaintiff One has suffered and continues
24 to suffer in many ways, including but not limited to pain of mind and body and emotional distress,
25 and is prevented and will continue to be prevented from performing daily activities and obtaining the
26 full enjoyment of life.

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1 **SECOND CAUSE OF ACTION**

2 **NEGLIGENT SUPERVISION AND RETENTION**

3 **(Plaintiff Jane Doe 7141 Against Defendant OUSD and DOES 1-10)**

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

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

9 83. As an educational institution entrusted with the care of minors, where all students are
10 entrusted to the coaches, counselors, advisors, mentors, faculty members, and administrators,
11 Defendant OUSD expressly and implicitly represented that these individuals, including Alcala, was
12 not a sexual threat to minors and others who would fall under Alcala's influence, control, direction,
13 and guidance.

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

20 85. Defendant OUSD failed to provide such supervision to Plaintiff One by allowing
21 Alcala to be alone with minor students in violation of its own policies and/or the applicable standard
22 of care. Defendant OUSD failed to take reasonable measures to prevent the grooming and childhood
23 sexual abuse of its students, including Plaintiff One.

24 86. On information and belief, Defendant OUSD did not have in place policies, systems,
25 or procedures to reasonably investigate, supervise and monitor coaches, nor safeguards designed to
26 prevent sexual grooming and sexual abuse of minors. Even if such policies or procedures existed on
27 paper, Defendant OUSD did not implement any system or procedure to oversee or monitor conduct
28 towards minors, students, and others in its care during the time period at issue.

1 87. Once hired by Defendant OUSD, Alcalá undertook to openly and obviously groom
2 Plaintiff One. It thus appears that school leadership, staff, and employees were not able to recognize
3 the signs of grooming by Alcalá due to inappropriate training or a lack thereof. Furthermore, Alcalá
4 openly sexually assaulted Plaintiff One on school property, confirming that OUSD lacked sufficient
5 supervision of its students and employees.

6 88. On information and belief, had school leadership and staff been trained to recognize
7 red flags associated with grooming, they would have undertaken to cease, report, and stop the
8 behavior of Alcalá before Plaintiff One was actually sexually assaulted, as explained herein.

9 89. By the time Plaintiff One was sexually abused by Alcalá, OUSD knew or should have
10 known of the ongoing grooming and sexual abuse of Plaintiff One, but due to its lack of training,
11 OUSD failed to recognize those signs.

12 90. OUSD was aware or should have been aware of their minor students' significant
13 vulnerability to sexual harassment, molestation and assault by mentors, advisors, coaches, counselors,
14 and other persons of authority within Defendant OUSD.

15 91. OUSD owed Plaintiff One a duty to provide reasonable supervision of both Plaintiff
16 One and Alcalá, to use reasonable care in investigating Alcalá, and to provide adequate warning to
17 Plaintiff One and her family, and to families of other minor students who were entrusted to Alcalá
18 despite his sexually abusive and exploitative propensities and unfitness.

19 92. OUSD owed Plaintiff One a duty not to retain Alcalá given his proclivity towards
20 pedophilia, which OUSD knew, or should have known had they engaged in a meaningful and
21 adequate investigation of his background, allegations of sexual assault of Plaintiff One and other
22 minor students at OUSD, or red flags in Alcalá's behavior.

23 93. OUSD, by and through its agents, servants, and employees, knew or should have
24 known of Alcalá's sexually abusive and exploitative propensities and/or that Alcalá was an unfit
25 agent. Despite such knowledge, OUSD negligently failed to supervise Alcalá in his position of trust
26 and authority as a coach, in which position he was able to commit the wrongful acts against Plaintiff
27 One alleged herein. OUSD failed to provide reasonable supervision of Alcalá, failed to use reasonable
28 care in investigating Alcalá, and failed to provide adequate warning to Plaintiff One and her family

1 regarding Alcalá's sexually abusive and exploitative propensities and unfitness. OUSD further failed
2 to take reasonable measures to prevent future sexual assaults despite clear warning and signs that
3 such sexual assaults may have been taking place.

4 94. OUSD failed to properly evaluate Alcalá's conduct and performance as an employee
5 of, or provider of services to OUSD, and failed to exercise the due diligence incumbent upon
6 employers to investigate employee misconduct, or to take appropriate disciplinary action. OUSD
7 negligently continued to retain Alcalá in service as a coach, working or providing services for OUSD,
8 which enabled her to continue engaging in the sexually abusive and predatory behavior described
9 herein.

10 95. OUSD should have known that Alcalá engaged in dangerous and inappropriate
11 conduct, and it was reasonably foreseeable that Alcalá was engaging, or would engage in illicit sexual
12 activities with Plaintiff One, under the cloak of his authority, confidence, and trust, bestowed upon
13 him through OUSD.

14 96. OUSD breached its duty to Plaintiff One by, *inter alia*, failing to adequately monitor
15 and supervise Alcalá, failing to stop Alcalá from committing wrongful sexual acts with minor
16 students, including Plaintiff One, and continuing to retain Alcalá despite clear warnings and signs
17 that sexual assaults of minors were taking place.

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

21 98. As a result of the above-described conduct, Plaintiff One has suffered and continues
22 to suffer in many ways, including but not limited to pain of mind and body and emotional distress,
23 and is prevented and will continue to be prevented from performing daily activities and obtaining the
24 full enjoyment of life.

25 **THIRD CAUSE OF ACTION**

26 **NEGLIGENCE**

27 **(Plaintiff Jane Doe 7142 Against Defendants OUSD, TUSD and DOES 1-10)**

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

3 100. Pursuant to California *Government Code* section 815.2, OUSD and TUSD are liable
4 for injuries proximately caused by the acts or omissions of their employees, agents, servants, and/or
5 joint venturers, where such acts or omissions were within the course and scope of employment.

6 101. OUSD and TUSD employees' conduct, actions, and omissions served to create an
7 environment in which Alcalá was afforded secluded access to minor children, including Plaintiff
8 Two, who was sexually abused, molested and assaulted by Alcalá when she was a minor.

9 102. Compulsory education laws create a special relationship between students, OUSD and
10 TUSD, and students have a constitutional guarantee to a safe, secure, and peaceful school
11 environment. OUSD and TUSD failed to acknowledge and correct unsafe conditions, and therefore
12 failed to guarantee safe surroundings in an environment in which Plaintiff Two was not free to leave.

13 103. As is set forth herein, OUSD and TUSD failed to uphold numerous duties imposed
14 upon them by state and federal law, and by written policies and procedures, including, but not limited
15 to, the following: (1) duty to use reasonable care to protect students from known or foreseeable
16 dangers; (2) duty to protect students and staff and provide adequate supervision; (3) duty to supervise
17 faculty and students and enforce rules and regulations prescribed for schools, exercise reasonable
18 control over students as is reasonably necessary to maintain order, protect property, or protect the
19 health and safety of faculty and students or to maintain proper and appropriate conditions conducive
20 to learning; (4) duty to act promptly and diligently and not ignore or minimize problems; (5) duty to
21 warn Plaintiff Two and other students of potential harm; and (6) duty to refrain from violating
22 Plaintiff Two's rights to protection from bodily restraint or harm.

23 104. OUSD and TUSD had and have a duty to protect students, including Plaintiff Two,
24 who was entrusted to their care. OUSD and TUSD owed Plaintiff Two, as a minor at the time, a
25 special duty of care in addition to a duty of ordinary care, and owed Plaintiff Two the higher duty of
26 care that adults dealing with minors owe to protect them from harm. OUSD and TUSD were required,
27 but failed, to provide adequate supervision and failed to be properly vigilant in ensuring that such
28 supervision was sufficient to ensure the safety of Plaintiff Two and others.

1 105. OUSD and TUSD were required but failed to exercise careful supervision of the moral
2 conditions in their school. This duty extended beyond the classroom. OUSD and TUSD had a duty
3 to put rules and regulations in place to protect their students from the possibility of childhood sexual
4 assault.

5 106. OUSD and TUSD had a duty to and failed to adequately train and supervise all
6 counselors, advisors, coaches, administrators, mentors, and staff to create a positive, safe, and
7 educational environment, specifically including training to perceive, report, and stop inappropriate
8 conduct by other members of the staff, specifically including Alcalá, with minors. OUSD and TUSD
9 owed Plaintiff Two a duty to institute reasonable protective measures to protect her and other minors
10 in their charge from the risk of sexual assault, harassment, and molestation by Alcalá. OUSD and
11 TUSD failed to properly warn, train, or educate their staff members on how to spot red flags in other
12 staff members', specifically Alcalá's, behavior with minor students.

13 107. By virtue of his unique authority and position as a coach, Alcalá was able to identify
14 Plaintiff Two as a vulnerable victim, to groom and sexually assault her, to manipulate her with his
15 authority to procure compliance with his sexual demands from Plaintiff Two, and to induce her to
16 allow the sexual assaults to continue. As a coach, Alcalá had unique access to, and held a position of
17 authority among students who were attending OUSD and TUSD, like Plaintiff Two, and their families
18 who attended their schools or approved of their minor children doing so, like Plaintiff Two's parents.

19 108. OUSD and TUSD, by and through their agents, servants, and employees, knew or
20 reasonably should have known of Alcalá's sexually abusive and exploitative propensities and/or that
21 Alcalá was an unfit agent. It was foreseeable that if OUSD and TUSD did not exercise or provide
22 the duty of care to children in their care, including but not limited to Plaintiff Two, the minors
23 entrusted to their care would be vulnerable to sexual assault by Alcalá and others. This was not only
24 foreseeable, but due to OUSD and TUSD looking the other way, Alcalá sexually abused Plaintiff
25 Two on and off school property.

26 109. On information and belief, OUSD and TUSD breached their duty of care to Plaintiff
27 Two by allowing Alcalá to come into contact with Plaintiff Two as a minor without supervision; by
28 failing to properly investigate Alcalá; by failing to supervise and/or stop Alcalá from committing

1 wrongful sexual acts with Plaintiff Two; by shielding Alcalá from responsibility for his illegal
2 activities; by failing to inform or concealing from Plaintiff Two's parents, guardians, or law
3 enforcement officials that Alcalá was or may have been sexually abusing minors; by holding out
4 Alcalá to their communities at large as being in good standing and trustworthy; by failing to take
5 reasonable steps or implement reasonable safeguards to protect Plaintiff Two and other minors in
6 their charge from the risk of sexual assault, harassment, and molestation, including by failing to enact
7 adequate policies and procedures or failing to ensure their policies and procedures were followed;
8 and by failing to properly warn, train, or educate OUSD and TUSD's staff members about how to
9 spot red flags in other staff members', and specifically Alcalá's behavior with minor students.

10 110. As a direct and proximate result of multiple and continuous breaches by OUSD and
11 TUSD, Plaintiff Two has suffered injury, all to Plaintiff Two's general, special, and consequential
12 damages in an amount to be proven at trial, but in no event less than the minimum jurisdictional
13 amount of this Court.

14 111. As a result of the above-described conduct, Plaintiff Two has suffered and continues
15 to suffer in many ways, including but not limited to pain of mind and body and emotional distress,
16 and is prevented and will continue to be prevented from performing daily activities and obtaining the
17 full enjoyment of life.

18 **FOURTH CAUSE OF ACTION**

19 **NEGLIGENT SUPERVISION AND RETENTION**

20 **(Plaintiff Jane Doe 7142 Against Defendants OUSD, TUSD and DOES 1-10)**

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

23 113. Pursuant to California Government Code section 815.2, Defendant OUSD and TUSD
24 are liable for injuries proximately caused by the acts or omissions of their employees, agents, servants,
25 and/or joint venturers, where such acts or omissions were within the course and scope of employment.

26 114. As an educational institution entrusted with the care of minors, where all students are
27 entrusted to the coaches, counselors, advisors, mentors, faculty members, and administrators, OUSD
28 and TUSD expressly and implicitly represented that these individuals, including Alcalá, were not a

1 sexual threat to minors and others who would fall under Alcalá's influence, control, direction, and
2 guidance.

3 115. It is well-settled that a school district, such as OUSD and TUSD, has a duty to
4 supervise its students and employees. Supervision requires more than simply the presence of staff or
5 administration on campus. It requires the knowledge and care of an institution as to the types of
6 foreseeable harm that a student may encounter, and protecting against those harms by establishing,
7 implementing, and enforcing adequate policies and procedures. Supervision requires adequate
8 training, adequate staff, and adequate involvement by staff and administration.

9 116. Defendants OUSD and TUSD failed to provide such supervision to Plaintiff Two by
10 allowing Alcalá to be alone with minor students in violation of their own policies and/or the
11 applicable standard of care. Defendants OUSD and TUSD failed to take reasonable measures to
12 prevent the grooming and childhood sexual abuse of their students, including Plaintiff Two.

13 117. On information and belief, Defendant OUSD and TUSD did not have in place policies,
14 systems, or procedures to reasonably investigate, supervise and monitor coaches, nor safeguards
15 designed to prevent sexual grooming and sexual abuse of minors. Even if such policies or procedures
16 existed on paper, OUSD and TUSD did not implement any system or procedure to oversee or monitor
17 conduct towards minors, students, and others in their care during the time period at issue.

18 118. Once hired by OUSD and TUSD, Alcalá undertook to openly and obviously groom
19 Plaintiff Two. It thus appears that school leadership, staff, and employees were not able to recognize
20 the signs of grooming by Alcalá due to inappropriate training or a lack thereof. Furthermore, Alcalá
21 openly sexually assaulted Plaintiff Two, on school property, confirming that OUSD and TUSD lacked
22 sufficient supervision of their students and employees.

23 119. On information and belief, had school leadership and staff been trained to recognize
24 red flags associated with grooming, they would have undertaken to cease, report, and stop the
25 behavior of Alcalá before Plaintiff Two was actually sexually assaulted, as explained herein.

26 120. By the time Plaintiff Two was sexually abused by Alcalá, OUSD and TUSD knew or
27 should have known of the ongoing grooming and abuse of Plaintiff Two, but due to their lack of
28 training, they failed to recognize those signs.

1 121. OUSD and TUSD were aware or should have been aware of their minor students’
2 significant vulnerability to sexual harassment, molestation and assault by mentors, advisors, coaches,
3 counselors, and other persons of authority.

4 122. OUSD and TUSD owed Plaintiff Two a duty to provide reasonable supervision of
5 both Plaintiff Two and Alcala, to use reasonable care in investigating Alcala, and to provide adequate
6 warning to Plaintiff Two and her family, and to families of other minor students who were entrusted
7 to Alcala of his sexually abusive and exploitative propensities and unfitness.

8 123. OUSD and TUSD owed Plaintiff Two a duty not to retain Alcala given his proclivity
9 towards pedophilia, which OUSD and TUSD knew, or should have known had they engaged in a
10 meaningful and adequate investigation of her background, allegations of sexual assault of Plaintiff
11 Two and other minor students at Defendant OUSD and TUSD, or red flags in Alcala’s behavior.

12 124. OUSD and TUSD, by and through their agents, servants, and employees, knew or
13 should have known of Alcala’s sexually abusive and exploitative propensities and/or that Alcala was
14 an unfit agent. Despite such knowledge, OUSD and TUSD negligently failed to supervise Alcala in
15 his position of trust and authority as a coach, in which position he was able to commit the wrongful
16 acts against Plaintiff Two alleged herein. OUSD and TUSD failed to provide reasonable supervision
17 of Alcala, failed to use reasonable care in investigating Alcala, and failed to provide adequate warning
18 to Plaintiff Two and her family regarding Alcala’s sexually abusive and exploitative propensities and
19 unfitness. OUSD and TUSD further failed to take reasonable measures to prevent future sexual
20 assaults despite clear warning and signs that such sexual assaults may have been taking place.

21 125. OUSD and TUSD failed to properly evaluate Alcala’s conduct and performance as an
22 employee of, or provider of services to OUSD and TUSD, and failed to exercise the due diligence
23 incumbent upon employers to investigate employee misconduct, or to take appropriate disciplinary
24 action. OUSD and TUSD negligently continued to retain Alcala in service as a coach, working or
25 providing services, which enabled him to continue engaging in the sexually abusive and predatory
26 behavior described herein.

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1 133. By the time Plaintiff Two was sexually abused by Alcalá at Foothill, TUSD knew or
2 should have known of the ongoing grooming and abuse of Plaintiffs, but due to their lack of training,
3 they failed to recognize those signs.

4 134. TUSD owed Plaintiff Two a duty not to hire Alcalá given his proclivity towards
5 pedophilia, which TUSD knew, or should have known had they engaged in a meaningful and adequate
6 investigation of his background prior to allowing him as a coach, and/or prior to allowing him to
7 coach Plaintiff Two at Foothill.

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

13 136. TUSD, by and through their agents, servants, and employees, knew or reasonably
14 should have known of Alcalá's sexually abusive and exploitative propensities and/or that Alcalá was
15 an unfit agent. Despite such knowledge and/or an opportunity to learn of Alcalá's sexual misconduct
16 and background at El Modena and OUSD, TUSD negligently hired Alcalá in his position of trust and
17 authority as a coach, where he was able to commit the wrongful acts against Plaintiff Two. TUSD
18 failed to properly evaluate Alcalá in advance by failing to conduct necessary screening, and failed to
19 properly evaluate Alcalá's conduct and performance as an employee of, or provider of services to his
20 prior employers, which enabled him to continue engaging in the sexually abusive and predatory
21 behavior described herein.

22 137. TUSD should have known that Alcalá had previously engaged in dangerous and
23 inappropriate conduct, and it was reasonably foreseeable that Alcalá was engaging, or would engage
24 in illicit sexual activities with Plaintiff Two, and others, under the cloak of his authority, confidence,
25 and trust, bestowed upon him through the school district.

26 138. As a direct and proximate result of TUSD's multiple and continuous breaches,
27 Plaintiff Two has suffered economic injury, all to her general, special, and consequential damages in
28 an amount to be proven at trial, but in no event less than the minimum jurisdictional amount of this

1 Court.

2 139. As a result of the above-described conduct, Plaintiff Two has suffered and continues
3 to suffer in many ways, including, but not limited to pain of mind and body, emotional distress,
4 physical manifestations of emotional distress, anxiety, depression, a lost sense of trust, and was
5 prevented and will continue to be prevented from performing daily activities and obtaining the full
6 enjoyment of life.

7 **SIXTH CAUSE OF ACTION**

8 **SEXUAL BATTERY**

9 **(Plaintiffs Jane Doe 7141 and Jane Doe 7142 Against Defendant Alcalá)**

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

12 141. During Plaintiffs' time as minor students at El Modena and Foothill, Alcalá
13 intentionally, recklessly, and wantonly made sexual advances, solicitations, and requests for sexual
14 compliance based on Plaintiffs' gender that were pervasive and severe. The sexual harassment and
15 assault included, but were not limited to, engaging in sexual intercourse with Plaintiffs.

16 142. Alcalá did the aforementioned acts with the intent to cause a harmful or offensive
17 contact with an intimate part of Plaintiffs' persons and would offend a reasonable sense of personal
18 dignity. Further, said acts did cause a harmful or offensive contact with an intimate part of
19 Plaintiffs' bodies that would offend a reasonable sense of personal dignity. Alcalá knew or had
20 reason to know that he was committing these acts against Plaintiffs.

21 143. Because of Alcalá's position of authority over Plaintiffs, Plaintiffs' mental and
22 emotional state, and Plaintiffs' status as a minor, Plaintiffs were unable to give meaningful consent
23 to such acts.

24 144. As a direct and proximate result of Alcalá's multiple and continuous breaches,
25 Plaintiffs have suffered injury, all to Plaintiffs' general, special, and consequential damages in an
26 amount to be proven at trial, but in no event less than the minimum jurisdictional amount of this
27 Court.

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1 145. As a result of the above-described conduct, Plaintiffs have suffered and continue to
2 suffer in many ways, including but not limited to pain of mind and body and emotional distress,
3 and are prevented and will continue to be prevented from performing daily activities and obtaining
4 the full enjoyment of life.

5 146. In subjecting Plaintiffs to the wrongful treatment alleged herein, Alcalá acted
6 willfully and maliciously with the intent to harm Plaintiffs and in conscious disregard for Plaintiffs'
7 rights so as to constitute malice and oppression under Civil Code section 3294. Plaintiffs are
8 therefore entitled to the recovery of punitive damages in a sum to be shown according to proof at
9 trial against Alcalá.

10 **SEVENTH CAUSE OF ACTION**

11 **SEXUAL HARASSMENT**

12 **(Plaintiffs Jane Doe 7141 and Jane Doe 7142 Against Defendant Alcalá)**

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

15 148. Through his role as a coach at OUSD and TUSD, Alcalá was in a service and
16 professional relationship with Plaintiffs, who were underage minors subject to compulsory
17 education laws. Because of Plaintiffs' relationship with Alcalá and Plaintiffs' status as minors,
18 Plaintiffs were unable to terminate the relationship they had with Alcalá.

19 149. The sexual abuse perpetrated by Alcalá against Plaintiffs as minors, was unwelcome,
20 and also pervasive or severe. During Plaintiffs' time as minor students, Alcalá intentionally,
21 recklessly, and wantonly made sexual advances, solicitations, requests, and demands for sexual
22 compliance of a hostile nature based on Plaintiffs' gender that were unwelcome. The sexual
23 harassment and assault included, but were not limited to, engaging in sexual intercourse with
24 Plaintiffs.

25 150. Because of Alcalá's age and position of authority, Plaintiffs' mental and emotional
26 state, and Plaintiffs' age of minority, Plaintiffs were unable to give meaningful consent to their acts.

27 151. As a direct and proximate result of Alcalá's multiple and continuous breaches,
28 Plaintiffs have suffered injury, all to Plaintiffs' general, special, and consequential damages in an

1 amount to be proven at trial, but in no event less than the minimum jurisdictional amount of this
2 Court.

3 152. As a result of the above-described conduct, Plaintiffs have suffered and continue to
4 suffer in many ways, including but not limited to pain of mind and body and emotional distress,
5 and is prevented and will continue to be prevented from performing daily activities and obtaining
6 the full enjoyment of life.

7 153. In subjecting Plaintiffs to the wrongful treatment alleged herein, Alcalá acted
8 willfully and maliciously with the intent to harm Plaintiffs and in conscious disregard for Plaintiffs'
9 rights so as to constitute malice and oppression under Civil Code section 3294. Plaintiffs are
10 therefore entitled to the recovery of punitive damages in a sum to be shown according to proof at
11 trial against Alcalá.

12 154. Plaintiffs also seek appropriate statutory civil penalties and attorney's fees pursuant
13 to section 52 of the California Civil Code.

14 **PRAYER FOR RELIEF**

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

- 16 1. For past, present, and future general damages in an amount to be determined at trial;
- 17 2. For past, present, and future special damages in an amount to be determined at trial;
- 18 3. Any appropriate statutory damages;
- 19 4. For costs of suit;
- 20 5. For interest as allowed by law;
- 21 6. For civil penalties against Alcalá pursuant to Code of Civil Procedure section 52;
- 22 7. For punitive damages against Alcalá;
- 23 8. For attorney's fees against Alcalá pursuant to California Civil Code section 52, and
24 against OUSD and TUSD pursuant to Code of Civil Procedure 1021.5, or as otherwise allowable by
25 law; and

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

DATED: June 12, 2025

GREENBERG GROSS LLP

By: 

Brian L. Williams
Jemma E. Dunn
Merve Kaner

Attorneys for Plaintiffs,
Jane Doe 7141 and Jane Doe 7142

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DEMAND FOR JURY TRIAL

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

DATED: June 12, 2025

GREENBERG GROSS LLP



By: _____

Brian L. Williams
Jemma E. Dunn
Merve Kaner

Attorneys for Plaintiffs,
Jane Doe 7141 and Jane Doe 7142