

1 BRIAN L. WILLIAMS, State Bar No. 227948
BWilliams@GGTrialLaw.com
2 JEMMA E. DUNN, State Bar No. 258454
JDunn@GGTrialLaw.com
3 BRIAN P. SUBA, State Bar No. 276526
BSuba@GGTrialLaw.com
4 GREENBERG GROSS LLP
650 Town Center Drive, Suite 1700
5 Costa Mesa, California 92626
Telephone: (949) 383-2800
6 Facsimile: (949) 383-2801

7 MICHAEL RECK, State Bar No. 209895
MReck@AndersonAdvocates.com
8 HAGEREY MENGISTU, State Bar No. 290300
Hagerey@AndersonAdvocates.com
9 JEFF ANDERSON & ASSOCIATES
12011 San Vicente Boulevard, Suite 700Ad
10 Los Angeles, California, 90049
Telephone: (310) 357-2425
11 Facsimile: (651) 297-6543

12 *Attorneys for Plaintiffs*

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF SAN BERNARDINO

15 JOHN DOE 7042, an individual; JOHN DOE
16 7043, an individual; JOHN DOE 7044, an
individual; JOHN DOE 7045, an individual;
17 JOHN DOE 7046, an individual; and JOHN
DOE 7047, an individual,

18 Plaintiffs,

19 v.

20 COLTON JOINT UNIFIED SCHOOL
DISTRICT, a public entity; TIFFANY
21 STRAUSS-GORDON, an individual; and
DOES 1-50,

22 Defendants.
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Case No.

COMPLAINT FOR DAMAGES for:

- 1) Negligence
- 2) Negligence Per Se
- 3) Negligent Supervision/Retention
- 4) Sexual Battery
- 5) Sexual Harassment

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

[Jury Trial Demanded]

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

2022 SEP 30 P 12: 07

RECEIVED

1 Plaintiffs John Doe 7042, John Doe 7043, John Doe 7044, John Doe 7045, John Doe 7046,
2 and John Doe 7047 (collectively referred to as “Plaintiffs”) bring this action against Defendants
3 Colton Joint Unified School District (“CJUSD”); Tiffany Strauss-Gordon (hereinafter referred to
4 as “Gordon”); and DOES 1–50, and allege as follows:

5 **INTRODUCTION**

6 1. This action arises from the sexual assault, battery, and abuse of several underaged
7 varsity football players at Colton High School by the school’s head Athletic Trainer, Gordon. As
8 the daughter of Colton High School’s highly influential and prominent Head Coach and Athletic
9 Director, Harold Strauss (“Coach Strauss”), Gordon used her authority and role as the team’s
10 Athletic Trainer to gain access to Plaintiffs and numerous other student-athletes. She took
11 advantage of her position of influence, authority, and power—given to her by CJUSD—to develop
12 the players’ trust and then to sexually assault, harass, and molest them.

13 2. Knowledge of Gordon’s misconduct with minors spread throughout the football
14 team, the players’ parents, and the team’s staff from approximately 2002 to 2006. Despite
15 rampant rumors surrounding Gordon’s misconduct, CJUSD knowingly, intentionally, willfully,
16 deliberately, negligently, and/or recklessly allowed Gordon to continue abusing Colton High
17 School’s varsity football players, including Plaintiffs. In doing so, Defendants fostered a
18 pervasive and hostile environment that utterly disregarded the rights and safety of minor athletes
19 who were entrusted to CJUSD. As a result of CJUSD’s failure to even do the bare minimum—
20 report and investigate instances of sexual misconduct with minors—Plaintiffs and numerous other
21 student-athletes suffered humiliation, shame, guilt, and embarrassment.

22 3. Despite the extensive and pervasive abuse of these minor children by Gordon,
23 CJUSD not only continued to employ Gordon, but even promoted her to Athletic Director at
24 Grand Terrace High School—another high school within its district. Thus, rather than report or
25 investigate the rampant sexual abuse of minors by Gordon, CJUSD chose to reward it. In doing
26 so, CJUSD thereby emboldened her authority, ratified her conduct, and allowed her to gain further
27 access to other minors such as Plaintiffs, solely for the satisfaction of Gordon’s own prurient
28 sexual desires.

1 **PARTIES**

2 4. John Doe 7042 is an adult male residing in San Bernardino County, within the State
3 of California. John Doe 7042 was born in 1987 and was a minor throughout the period of sexual
4 assault alleged herein.

5 5. John Doe 7043 is an adult male residing in San Bernardino County, within the State
6 of California. John Doe 7043 was born in 1987 and was a minor throughout the period of sexual
7 assault alleged herein.

8 6. John Doe 7044 is an adult male residing in San Bernardino County, within the State
9 of California. John Doe 7044 was born in 1988 and was a minor throughout the period of sexual
10 assault alleged herein.

11 7. John Doe 7045 is an adult male residing in San Bernardino County, within the State
12 of California. John Doe 7045 was born in 1987 and was a minor throughout the period of sexual
13 assault alleged herein.

14 8. John Doe 7046 is an adult male residing in San Bernardino County, within the State
15 of California. John Doe 7046 was born in 1990 and was a minor throughout the period of sexual
16 assault alleged herein.

17 9. John Doe 7047 is an adult male residing in San Bernardino County, within the State
18 of California. John Doe 7047 was born in 1986 and was a minor through the period of sexual
19 assault alleged herein.

20 10. The names utilized by Plaintiffs in this Complaint are fictitious to protect their
21 privacy as survivors of underaged sexual assault and molestation. At all times relevant to this
22 Complaint, Plaintiffs resided in San Bernardino County, California. Plaintiffs bring this
23 Complaint pursuant to Code of Civil Procedure section 340.1, as amended by Assembly Bill 218,
24 for the childhood sexual assault he suffered at the hands of Defendants. Plaintiffs' claims for
25 damages suffered as a result of those sexual assaults are timely filed, as this Complaint is filed
26 within 22 years of the date Plaintiffs attained the age of majority. Pursuant to California
27 Government Code section 905(m), as amended by Assembly Bill 218, Plaintiffs are specifically
28 exempt from the claims presentation requirement for their claims against CJUSD.

1 11. Gordon is an individual residing presently, and at all times relevant hereto, in San
2 Bernardino County, California. At all times mentioned herein, Gordon was employed by CJUSD
3 as the head Athletic Trainer at Colton High School. On information and belief, she also worked
4 for CJUSD as a teacher. Gordon is presently employed by CJUSD as the Athletic Director at
5 Grand Terrace High School.

6 12. CJUSD was and is a public entity having its principal place of business in San
7 Bernardino County, California. CJUSD purposely conducts substantial educational business
8 activities in the State of California, and was the primary entity owning, operating, and controlling
9 Colton High School, and the activities and behavior of its employee, servant, and/or agent Gordon.

10 13. Pursuant to California Government Code sections 815.2 and 820, CJUSD is liable
11 through the acts or omissions of its employees, agents, servants and/or joint venturers acting
12 within the course and scope of their employment.

13 14. The true names and capacities, whether individual, corporate, partnership,
14 associate, or otherwise, of Defendants DOES 1–50, inclusive, are unknown to Plaintiffs.
15 Accordingly, Plaintiffs sue DOES 1–50 by such fictitious names pursuant to section 474 of the
16 California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege
17 their true names and capacities when they are ascertained. Plaintiffs are informed and believe and
18 thereon allege that DOES 1–50 are legally responsible in some manner for the events, happenings,
19 and/or tortious and unlawful conduct that caused the injuries and damages alleged in this
20 Complaint.

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

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

5 **FACTUAL ALLEGATIONS**

6 **I. *Coach Strauss Develops Colton High School’s Football Program.***

7 17. Colton High School’s varsity football team, the Yellowjackets, is well-known for
8 its development of student-athletes and its ability to frequently produce National Football League
9 (“NFL”) caliber players. In fact, the school has been lauded as an “NFL Pipeline,” with several
10 former students having played professionally in the NFL.

11 18. One major differentiator between Colton High School and other high schools’
12 football programs was Gordon’s father, Coach Strauss. Coach Strauss served as the Head Football
13 Coach and the school’s Athletic Director between approximately 2000 and 2012.

14 19. During his tenure, Coach Strauss made the Colton High School football program a
15 powerhouse. Coach Strauss also established and cultivated a trusting relationship with his
16 student-athletes and developed many of them into star players. Coach Strauss described the
17 relationship between his staff and his players, as one of great influence and impression: “Coaches
18 are like psychologists. [They] get into [their] player’s lives like a parent. When [the athletes]
19 hurt, [the coaches] hurt.”

20 20. The relationship between Coach Strauss and his players, and the prestige of Coach
21 Strauss’s football program, created a competitive environment in which student-athletes were
22 willing to make personal sacrifices to receive increased playing time in hopes of garnering the
23 attention of local and national colleges and professional football teams.

24 21. Under Coach Strauss, the Yellowjackets sustained immense success and attracted
25 college recruiters who scouted its players. Accordingly, through Coach Strauss’s program, Colton
26 High School’s student-athletes gained significant exposure of their athletic abilities, leading
27 several to play college and professional football.

28

1 **II. *Defendants Employed Gordon and Afforded Her Unfettered Access to Minor Students.***

2 22. On information and belief, Gordon, Coach Strauss's daughter, began working for
3 CJUSD in or about 2001. At all relevant times, she worked alongside Coach Strauss as the head
4 Athletic Trainer at Colton High School.

5 23. Through her role as the head Athletic Trainer and under Coach Strauss's authority,
6 Gordon worked closely with Colton High School's student-athletes, including members of the
7 varsity football team. Gordon's role as the head Athletic Trainer gave her many responsibilities
8 with CJUSD, including supervising student-athletes, and preventing, evaluating, and caring for
9 their injuries.

10 24. While working for CJUSD, Gordon had nearly daily contact with student-athletes,
11 both on and off CJUSD's campus. On information and belief, Gordon also had access to the
12 athletes' personal information, such as their phone numbers and e-mail addresses. Additionally,
13 since the varsity football team typically practiced and trained on Colton High School's premises,
14 CJUSD granted Gordon access to the team's locker and training rooms. By virtue of her authority
15 and role, CJUSD staff, including its coaches and trainers, did not challenge or limit Gordon's
16 access to the school's minor student-athletes.

17 25. On information and belief, Coach Strauss's influence and athletic success at Colton
18 High School enabled Gordon, as his daughter, to receive more deference and control over her
19 duties and decision-making than was typically provided to other varsity football staff members.

20 **III. *Gordon Identifies and Repeatedly Sexually Assaults Plaintiffs.***

21 *Gordon Sexually Assaults John Doe 7042.*

22 26. John Doe 7042 began attending Colton High School during the 2001 to 2002
23 school year. During John Doe 7042's freshman year, John Doe 7042 began playing football for
24 the varsity football team. He continued to play for varsity until he graduated in or about 2005.

25 27. During John Doe 7042's freshman year, he was introduced to Gordon through his
26 participation in Colton High School's football program. Like other Colton High School football
27 players, John Doe 7042 sought treatment with Gordon for his injuries he sustained while playing
28 football. John Doe 7042 had the opportunity to join the varsity team during playoffs his freshman

1 year and was first introduced to Gordon. Under the guise of providing medical treatment and
2 physical therapy, Gordon took advantage of John Doe 7042 during treatments and sexually
3 assaulted him by repeatedly brushing her hand against John Doe 7042's groin and penis. John
4 Doe 7042 was only 14 years old at the time.

5 28. Over time, Gordon's abuse escalated as she began fondling his penis and orally
6 copulating him.

7 29. After weeks of being sexually assaulted by Gordon in this manner, the abuse
8 escalated. During one specific practice, John Doe 7042 returned to the locker room early to
9 retrieve an item from his locker. While in the locker room, he encountered Gordon, who coerced
10 John Doe 7042 to penetrate her while his teammates were practicing.

11 30. Multiple times per week throughout the remainder of John Doe 7042's high school
12 career, Gordon orally copulated him, and manipulated him to vaginally and anally penetrate her.
13 Gordon's sexual assaults occurred throughout Colton High School's campus, including in the
14 locker room, training room, bathrooms, weight room, and football trailer. Additionally, Gordon
15 sexually abused John Doe 7042 in her vehicle, at John Doe 7042's residence, and while Gordon
16 was housesitting at the residence of a third-party.

17 31. John Doe 7042 was unable to give free and/or voluntary consent to the sexual acts
18 perpetrated against him by Gordon, as he was a minor at the time of the assaults alleged herein. In
19 addition to John Doe 7042 being underaged, Gordon held a position of authority over John Doe
20 7042 as the football team's head Athletic Trainer, and as the daughter of Colton High School's
21 successful and influential football coach.

22 *Gordon Sexually Assaults John Doe 7047.*

23 32. John Doe 7047 attended Colton High School from 2000 to 2004. In fall of 2000,
24 John Doe 7047 joined the school's football team. John Doe 7047 was first introduced to Gordon
25 through John Doe 7042. By fall of 2001, John Doe 7047's sophomore year, John Doe 7047 was
26 elevated to the varsity football squad of the Yellowjackets where he obtained increased playing
27 time leading to regular therapy and treatment with Gordon in the unsupervised areas of the CJUSD
28 locker/training rooms.

1 33. As John Doe 7047 excelled in his athletic skills, John Doe 7047's interactions with
2 Gordon became more frequent. Gordon became increasingly flirtatious, displayed outward
3 favoritism, started inappropriately touching and fondling John Doe 7047's genitals on CJUSD
4 property.

5 34. Beginning in fall of 2002, when John Doe 7047 was just 16 years of age, Gordon's
6 sexual misconduct escalated further when she orally copulated John Doe 7047 in the CJUSD
7 controlled training rooms on several occasions. As the weeks progressed, Gordon engaged in oral
8 copulation and vaginal intercourse with John Doe 7047, an underaged minor. This proceeded to
9 occur regularly throughout John Doe 7047's tenure at Colton High School. All of the incidents of
10 sexual misconduct by Gordon alleged herein occurred while John Doe 7047 was under 18 years of
11 age.

12 35. John Doe 7047 was unable to give free and/or voluntary consent to the sexual acts
13 perpetrated against him by Gordon, as he was a minor at the time of the assaults alleged herein. In
14 addition to John Doe 7047 being underaged, Gordon held a position of authority over John Doe
15 7047 as the football team's head Athletic Trainer, and as the daughter of Colton High School's
16 successful and influential football coach.

17 *Gordon Sexually Assaults John Doe 7043.*

18 36. John Doe 7043 transferred to Colton High School in Fall of 2003 for his senior year
19 of high school, when he was 17 years old. Almost immediately upon joining the football team in
20 the fall, John Doe 7043 began hearing rumors of inappropriate sexual misconduct between Gordon
21 and other minor student-athletes. On one occasion, John Doe 7043 walked into the training room
22 abruptly startling Gordon and John Doe 7047, a star player of the Yellowjackets, who appeared to
23 be in a compromising position.

24 37. Throughout the 2003 football season, Gordon began displaying outward favoritism
25 towards John Doe 7043, including giving John Doe 7043 "pet" nicknames and becoming
26 increasingly flirtatious as the season progressed. Gordon invited John Doe 7043 on a date to a local
27 drive-in movie theatre, started kissing the minor student, and orally copulated him in the backseat
28 of her motor vehicle.

1 38. Approximately once per week, Coach Strauss had dinner with coaches and captains
2 of the team at his home. This was referred to as “the captain’s dinner.” At one such dinner, which
3 occurred at Coach Strauss’s residence, John Doe 7043 witnessed Gordon leave the room with
4 another player, John Doe 7047, and disappear. John Doe 7047 later told John Doe 7043 that
5 Gordon orally copulated him on that occasion.

6 39. During the 2003 season, John Doe 7043’s accomplishments on the field allowed
7 him to attend the captain’s dinners at Coach Strauss’s home. After one such dinner, Gordon asked
8 John Doe 7043 to return to the home and took John Doe 7043 into her bedroom where she
9 engaged in sexual intercourse with John Doe 7043. He was only 17 years old.

10 40. Gordon had sexual intercourse with John Doe 7043 on approximately 5 occasions
11 on CJUSD property and at Coach Strauss’s personal home. On numerous other occasions, when
12 sexual intercourse was not convenient, Gordon would orally copulate John Doe 7043 in the
13 CJUSD training rooms. Each of these incidents occurred while John Doe 7043 was under the age
14 of 18.

15 41. John Doe 7043 was unable to give free and/or voluntary consent to the sexual acts
16 perpetrated against him by Gordon, as he was a minor at the time of the assaults alleged herein. In
17 addition to John Doe 7043 being underaged, Gordon held a position of authority over John Doe
18 7046 as the football team’s head Athletic Trainer, and as the daughter of Colton High School’s
19 successful and influential football coach.

20 *Gordon Sexually Assaults John Doe 7044.*

21 42. John Doe 7044 began attending Colton High School in 2002 and started playing
22 football for the school during his freshman year. During his junior year in 2004, John Doe 7044
23 earned a roster spot to join the varsity football team. John Doe 7044 returned to play for the
24 varsity team during his senior year of high school in 2005. When the 2005 season commenced,
25 John Doe 7044 was just sixteen years old.

26 43. As early as his freshman year, in 2002, John Doe 7044 heard pervasive rumors that
27 Gordon was engaging in sexual misconduct with minors on the varsity football team. He soon
28 learned these rumors to be true, and learned from his teammates that Gordon repeatedly engaged

1 in sexual acts with student-athletes, and continued to do so throughout his entire high school
2 career.

3 44. At the start of John Doe 7044's senior year, John Doe 7044 confronted Gordon via
4 text message regarding the rumors that Gordon orally copulated his teammates.

5 45. Rather than attempting to dispel the rumors of misconduct, Gordon instructed John
6 Doe 7044, an underaged minor, to send her pictures of his penis—conduct wholly inconsistent
7 with California Penal Code section 311.1(a). Thereafter, Gordon sent John Doe 7044 photographs
8 she had taken of her vagina and told John Doe 7044 that they needed to “take care of this” the next
9 day.

10 46. The day after receiving the photographs from Gordon, John Doe 7044 reported to
11 football practice as required. When he encountered Gordon in the training room, she gave him a
12 massage. Prior to their text message conversation, Gordon had never massaged John Doe 7044.
13 As John Doe 7044 received his massage, the other student-athletes began leaving the room to
14 work out. When everyone left the room, Gordon began sexually assaulting John Doe 7044 by
15 touching his groin and orally copulating John Doe 7044.

16 47. Gordon continued sexually assaulting John Doe 7044 throughout his senior year.
17 Several times per week, Gordon orally copulated John Doe 7044, and/or manipulated John Doe
18 7044 to digitally, vaginally, and anally penetrate her. These assaults occurred on over fifty
19 different occasions. Gordon predominantly engaged in sexual misconduct with John Doe 7044
20 using Colton High School's facilities, such as the football team's locker and training rooms, as
21 well as in school bathrooms and classrooms. After months of Gordon's sexual misconduct, John
22 Doe 7044 ceased contact with her.

23 48. Gordon's misconduct was no secret. It was so widely known throughout the
24 Colton High School community that students, players, coaches, and even parents knew or heard
25 that she sexual assaulted student-athletes. Colton High School players, including John Doe 7044,
26 discussed Gordon's misconduct both amongst themselves and with the coaching staff.

27 49. At one point during John Doe 7044's senior year, a photograph of Gordon orally
28 copulating an unknown person surfaced. Members of the varsity football team circulated the

1 response to her conduct—unfortunately did not stop there.

2 54. During the regular season of John Doe 7045’s junior year, Coach Strauss continued
3 his practice of holding weekly captain’s dinners at his personal home with the team captains and
4 coaches. During these dinners, Gordon would regularly pull John Doe 7045 to the side to have
5 unprotected vaginal sex in her bedroom. This occurred approximately 15 times during team
6 dinners hosted by Coach Strauss during the 2004 fall football season.

7 55. On one separate occasion, while Gordon was housesitting for an assistant coach,
8 Gordon invited John Doe 7045 over to that assistant coach’s house to have vaginal intercourse.

9 56. John Doe 7045 was unable to give free and/or voluntary consent to the sexual acts
10 perpetrated against him by Gordon, as he was a minor at the time of the assaults alleged herein. In
11 addition to John Doe 7045 being underaged, Gordon held a position of authority over John Doe
12 7045 as the football team’s head Athletic Trainer, and as the daughter of Colton High School’s
13 successful and influential football coach.

14 *Gordon Sexually Assaults John Doe 7046.*

15 57. John Doe 7046 moved to San Bernardino County in the Spring of 2005 and
16 enrolled to attend Colton High School. In the summer of 2005, John Doe 7046 attended summer
17 football camp at the school.

18 58. In the fall of 2005, John Doe 7046 played football for Colton High’s “fresh/soph”
19 team. As John Doe 7046 improved as an athlete, John Doe 7045—who was the starter in John
20 Doe 7046’s position—mentored John Doe 7046, and encouraged John Doe 7046 to start practicing
21 on the varsity squad. Throughout John Doe 7046’s first season, his skill set rapidly developed and
22 eventually he worked his way to become a varsity player by the end of the season.

23 59. During John Doe 7046’s sophomore year, John Doe 7046 first heard whispers—in
24 a boastful and mocking manner—about star varsity players getting “spatted” by Gordon during
25 non-game days. Initially, John Doe 7046 did not think much of the term or the use of the term as
26 it generally referred to the practice of adding additional athletic tape around a player’s ankles and
27 sometimes cleats to provide extra support or for aesthetic purposes (e.g. to match cleats to the
28 uniform, etc.) Spatting was generally reserved for “game days,” but John Doe 7046 would hear of

1 the practice of “getting spatting” during regular practice days.

2 60. During John Doe 7046’s sophomore year, he was elevated to a starter role. John
3 Doe 7046 began to hear rumors that Gordon was giving certain athletes “special treatment” that
4 were sexual in nature. During this time, John Doe 7046 learned that the term “spatting” was used
5 to refer to Gordon performing sexual acts on the student athletes.

6 61. John Doe 7046 initially dismissed the rumors regarding Gordon until the end of his
7 sophomore year when he saw John Doe 7044 leave the school premises alone with Gordon. John
8 Doe 7044 later confirmed with John Doe 7046 that he and Gordon were involved in sexual acts.

9 62. The next year, John Doe 7046 entered his junior year of high school and became
10 one of the primary star athletes of the Yellowjackets assuming a full-time starting position. On
11 one occasion during John Doe 7046’s junior year, John Doe 7046 went to the training room for
12 treatment and saw an assistant coach and Gordon unreasonably close for colleagues. When John
13 Doe 7046 presented himself, the assistant coach and Gordon abruptly backed away. Gordon
14 started treating John Doe 7046’s legs. As John Doe 7046 walked away from this session, Gordon
15 grabbed him by the arm told him that he was playing really well this season.

16 63. Due to John Doe 7046’s increased playing time and risk of injury, John Doe 7046
17 received more treatment from Gordon in the training. Following a leg injury, John Doe 7046 went
18 to Gordon for treatment in the training room. This time, Gordon unexpectedly asked John Doe
19 7046, “Are you ready to be a Superstar?” Gordon proceeded to massage John Doe 7046’s injured
20 leg and proceeded to cup and fondle his genitals. John Doe 7046 was only 16 years old at the time.

21 64. As one of the leaders of the team, John Doe 7046 was invited to, and attended, the
22 weekly captain’s dinner held at Coach Strauss’s family home. During these dinners, Gordon
23 began giving John Doe 7046 unusually long hugs and started placing his head onto her chest.
24 Near the end of the season, Gordon inappropriately gave John Doe 7046 a prolonged kiss on the
25 mouth.

26 65. In 2007 during John Doe 7046’s senior year, John Doe 7046 was regarded as one
27 of the top players in his position both locally and in the State, which tragically resulted in
28 increased attention from Gordon. During beginning of the season, Gordon and John Doe 7046

1 would casually kiss, which included light pecking, tongue-play, light petting, and other completely
2 unacceptable actions between a grown adult woman and a minor boy.

3 66. On Halloween in 2007, while the other players and coaches had left early to
4 celebrate the holidays, Gordon and John Doe 7046 remained in the locker room. With the lights
5 off, Gordon began massaging John Doe 7046, reached into his pants, pulled out his penis, and
6 began orally copulating the minor. Unexpectedly, Coach Strauss entered the locker room,
7 interrupting Gordon's ongoing sexual assault of John Doe 7046. When Coach Strauss made his
8 way through the locker room, he confronted the two and asked why the lights were off. Gordon
9 made excuses, claiming that they were just closing up and leaving. Later than night, Gordon
10 texted John Doe 7046 confessing to the minor child that she "had fun."

11 67. For the remainder of the season, Gordon and John Doe 7046 would see each other
12 often and most times, Gordon orally copulated John Doe 7046 in the training room. In fact, John
13 Doe 7046 was often late to practice due to spending time with Gordon.

14 68. This pattern of sexual misconduct continued on throughout the rest of the season,
15 spanning into the off-season. In January 2008, Gordon had sexual intercourse for the first time
16 with John Doe 7046. After this, Gordon unfortunately continued to have access to John Doe 7046,
17 and continued to have repeated sexual intercourse with John Doe 7046 several more times on
18 school grounds while he was still a minor and a student at CJUSD.

19 69. John Doe 7046 was unable to give free and/or voluntary consent to the sexual acts
20 perpetrated against him by Gordon, as he was a minor at the time of the assaults alleged herein. In
21 addition to John Doe 7046 being underaged, Gordon held a position of authority over John Doe
22 7046 as the football team's head Athletic Trainer, and as the daughter of Colton High School's
23 successful and influential football coach.

24 **IV. *CJUSD Knew or Should Have Known that Gordon Sexually Assaulted Minors.***

25 70. Prior to and while Gordon was sexually assaulting Plaintiffs, Defendants knew or
26 should have known, or were otherwise on notice, that Gordon had violated her role as an Athletic
27 Trainer. Defendants also knew or should have known that Gordon was misusing and/or abusing
28

1 her position of authority and trust to gain access to minors, both on and off Colton High School, to
2 sexually assault them.

3 71. Gordon's actions were brazen, as she routinely assaulted the student athletes in
4 plain view of others. For instance, on one occasion, the entire Yellowjackets varsity football
5 team—including John Doe 7042 and Gordon—traveled to Oregon, and Gordon sat next to John
6 Doe 7042 for the duration of the trip. During the drive, John Doe 7042 fell asleep, and awoke to
7 Gordon fondling his penis under the blanket. Gordon then placed her head under John Doe 7042's
8 blanket, obscuring her face from view, and began orally copulating John Doe 7042 on the team
9 bus in front of other minor athletes, while the coaches and staff of CJUSD were supervising the
10 team.

11 72. Additionally, Gordon's sexual abuse of John Doe 7042 generated numerous and
12 obvious "red flags" of her sexual abuse, including frequent and affectionate displays of touching,
13 hugging, and slapping of the buttocks that were inappropriate between a minor student-athlete and
14 a CJUSD employee. As to John Doe 7045, Gordon began purchasing John Doe 7045 lunch,
15 personally delivering it to him in front of his friends, coaches, teachers and other mandated
16 reporters of CJUSD.

17 73. As shown herein, Colton High School's football coaching staff had actual notice of
18 Gordon's sexual misconduct. On one occasion, a Colton High School coach entered Colton High
19 School's locker room and saw Gordon orally copulating John Doe 7044. This coach did not stop
20 the assault, but rather, immediately left the room.

21 74. On another occasion, a player's father became disgruntled about perceived
22 favoritism, as he believed that student-athletes thatbw were sexually assaulted by Gordon received
23 increased playing time and exposure during the games. On information and belief, the father told
24 Coach Strauss that Gordon engaged in sexual misconduct with players on his team, but Coach
25 Strauss dismissed the parent's concerns.

26 75. Rather than attempt to take action to prevent future sexual assaults by Gordon, the
27 coaches made jokes about Gordon sexual assaulting the student-athletes, and whisper remarks
28 about minors receiving "Tiffany's special treatment" as the athletes would walk by. They

1 dismissed Gordon's misconduct as "locker-room talk" and taught the student-athletes to expect
2 and accept this behavior. Rather than forfeit the opportunity to play for a nationally recognized
3 team, Plaintiffs were implicitly and explicitly coerced to remain silent.

4 76. Throughout the months Gordon sexually assaulted John Doe 7044, Gordon told
5 him not to disclose or otherwise discuss her misconduct. As the rumors continued to spread that
6 Gordon sexually assaulted John Doe 7044 and other players on the football team, Gordon sent a
7 text message to John Doe 7044 commanding him to change her contact information that John Doe
8 7044 stored in his phone. At her instruction, John Doe 7044 changed the name and photograph
9 that John Doe 7044 had associated with her contact information to an alias. Undeterred by the
10 rumors, Gordon continued sexually assaulting John Doe 7044.

11 77. During the beginning of John Doe 7045's senior year, John Doe 7045 learned that
12 Gordon had been engaging in an inappropriate sexual relationship with another player on the
13 football team. Upon information and belief, that player's father learned of the relationship, and
14 threatened the coaches to take action. Despite their actual knowledge of the sexual misconduct
15 reported by this father, CJUSD simply looked away.

16 78. At one point in time, John Doe 7044 and John Doe 7045 discussed taking further
17 action regarding Gordon's misconduct. Although the school's staff, coaches, and countless others
18 knew of the misconduct, it became clear that CJUSD would not take any action unless forced to.
19 John Doe 7045 disclosed his intentions to a coach on the team. Shortly thereafter, this coach's
20 wife reached out to John Doe 7045 and cautioned him against taking further action regarding the
21 abuse. This coach's wife told John Doe 7045 that Gordon would likely blame the students for her
22 misconduct and that they would suffer the consequences. This woman further implied that the
23 administration would not believe him over Gordon, given Gordon's status and authority.
24 Believing this to be true and concerned with the potential backlash against him, John Doe 7044
25 and John Doe 7045 did not report Gordon's misconduct.

26 79. Moreover, while the 2007 Halloween incident should have served as a clear and
27 obvious "red flag" to Coach Strauss, upon information and belief, he never reported to the
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1 appropriate authorities or at the very least limit Gordon's interaction with minor students. Instead,
2 Coach Strauss failed to take any action.

3 80. Further, Gordon's sexual misconduct with minor students was well known with the
4 assistant coaches, some of whom are believed to have experienced their own versions of Gordon's
5 "treatment." John Doe 7046 specifically recalls an assistant coach commenting that John Doe
6 7046 was "getting spatting" before him. Clearly, since there was no need for spatting of a coach,
7 the assistant coach knew and understood that the term "spatting" meant Gordon's pervasive sexual
8 misconduct with the athletes. As such, CJUSD, through its coaching staff, knew, tolerated,
9 encouraged, and sanctioned Gordon's conduct.

10 81. The sheer volume of oral copulation and sexual intercourse occurring between
11 Gordon and the minor student-athletes was not insignificant, and Defendants knew or should have
12 known of the blatant sexual misconduct occurring between Gordon and John Doe 7042, John Doe
13 7043, John Doe 7044, John Doe 7045, John Doe 7046, and John Doe 7047, respectively.

14 82. Colton High School's football staff, who was responsible for the protection and
15 care of impressionable minors, deliberately failed to stop Gordon's misconduct. On information
16 and belief, the football staff feared the consequences of disciplining Gordon, which would
17 undoubtedly disrupt Coach Strauss's football program and team chemistry.

18 83. As a result of the rampant sexual misconduct and the coaches' minimization of the
19 severity of Gordon's assaults, Plaintiffs and other underaged athletes believed it to be normal, and
20 even lauded. The failure of those in charge significantly affected and shaped the students'
21 perceptions of intimacy, relationships, and responsibilities at a young and impressionable age.

22 84. As a result of the foregoing, Plaintiffs suffered and continue to suffer damages,
23 including, but not limited to, shame, humiliation, and emotional distress.

24 **V. *CJUSD Failed to Protect its Minor Students, including Plaintiffs.***

25 85. CJUSD's liability arises from its employees' and agents' actions taken within the
26 course and scope of their employment subsequent to Gordon's grooming and/or assaults of
27 Plaintiffs and other student-athletes. (*C.A. v. William S. Hart Union High School Dist.* (2012) 53
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1 Cal.4th 861, 879.) CJUSD is also liable directly and as a result of vicarious liability for the failure
2 of its administrative staff to reasonably supervise its employees. (*See id.* at 868.)

3 86. At all times relevant hereto, CJUSD was responsible for the supervision of its
4 employees' and agents' activities, including those of Gordon, and assumed responsibility for the
5 well-being of the minors in its care, including Plaintiffs.

6 87. In her role, Gordon was under the direct supervision, employ, agency, and control
7 of CJUSD. Plaintiffs are informed and believe and thereon allege, that in hiring Gordon as the
8 head Athletic Trainer at Colton High School, Defendants gave her full power, control, and
9 authority to provide training services to CJUSD's students and student-athletes. By continuing to
10 employ Gordon, CJUSD held Gordon out to be a professional and safe Athletic Trainer at Colton
11 High School. Through her position as the head Athletic Trainer with the endorsement of CJUSD,
12 and as the daughter of the influential architect of Colton High School's football program, Gordon
13 stood in a position of power, respect, confidence, trust, and authority among Plaintiffs and
14 numerous other underaged student-athletes. Defendants lodged with Gordon the color of
15 authority, through which she was able to influence, direct, and assault Plaintiffs and other student-
16 athletes, and to act illegally, unreasonably, and without respect for the person and safety of
17 Plaintiffs.

18 88. Defendants knew or should have known of Gordon's propensity and disposition to
19 engage in sexual misconduct with minors before she sexually assaulted and harassed Plaintiffs,
20 and knew of the probability that she would harass minors with whom she came into contact, such
21 as Plaintiffs.

22 89. Additionally, as minors under the custody, care, and control of Defendants,
23 Defendants stood *in loco parentis* with respect to Plaintiffs while they were participating in
24 extracurricular activities and other school-related functions through Colton High School. As the
25 responsible party and/or employer controlling Gordon, CJUSD also was in a special relationship
26 with Plaintiffs and owed special duties to Plaintiffs.

27 90. It simply cannot be disputed under California law that a special relationship and
28 heightened duty extended to Plaintiffs in these circumstances. "A special relationship is formed

1 between a school district and its students resulting in the imposition of an affirmative duty on the
2 school district to take all reasonable steps to protect its students.” (See *M.W. v. Panama Buena*
3 *Vista Union School Dist.* (2003) 110 Cal.App.4th 508, 517, 520.)

4 91. Defendants had a duty to disclose these facts to Plaintiffs, their parents, and others,
5 but negligently and/or intentionally suppressed, concealed, or failed to disclose this information
6 for the express purposes of maintaining Gordon’s image as an ethical, wholesome, safe, and
7 trusted Athletic Trainer at and within CJUSD. The duty to disclose this information arose from
8 the special, trusting, confidential, fiduciary, and *in loco parentis* relationship between Defendants
9 and Plaintiffs.

10 92. On information and belief, Defendants’ failure to take appropriate action against
11 Gordon to protect its students and the public at-large has resulted in Gordon’s ability to continue
12 to enjoy access to minors in Southern California. Gordon is still employed by CJUSD and
13 currently serves as the athletic director of Grand Terrace High School, a role that affords her
14 access to minor student-athletes.

15 93. As a direct and proximate result of Plaintiffs’ sexual assaults by Gordon, which
16 was enabled and facilitated by Defendants, Plaintiffs have suffered injury, all to Plaintiffs’ general,
17 special, and consequential damage in an amount to be proven at trial, but in no event less than the
18 minimum jurisdictional amount of this Court.

19 94. The sexual acts perpetrated upon Plaintiffs by Gordon constitute child sexual
20 assault as defined by California Code of Civil Procedure section 340.1, as modified by Assembly
21 Bill 218, and were a violation of the California Penal Code, including, but not limited to, Penal
22 Code sections 287, 288.3, 288.4, 289, and 647.6. Plaintiffs are informed and believe and thereon
23 allege that all of the sexually abusive and harassing conduct alleged herein was done to satisfy
24 Gordon’s own prurient sexual desires.

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1 **FIRST CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(Against Defendants CJUSD and DOES 1–50)**

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

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

9 97. Defendants’ employees’ conduct, actions, and omissions served to create an
10 environment in which Gordon was afforded continuous secluded access to Plaintiffs, on and off
11 campus under school sanctioned events. Each Plaintiff was sexually abused, molested and
12 assaulted by Gordon between the ages of fourteen and up to eighteen.

13 98. Compulsory education laws create a special relationship between students and
14 Defendants, and students have a constitutional guarantee to a safe, secure, and peaceful school
15 environment. Defendants failed to acknowledge unsafe conditions and red flags in that sexual
16 predator’s behavior, and therefore failed to guarantee safe surroundings in an environment in
17 which Plaintiffs were not free to leave. Even more egregious, Defendants failed to have concrete
18 rules and/or failed to enforce those rules regarding staff relationships with students designed to
19 protect minor students from sexual abuse.

20 99. As is set forth herein, Defendants have failed to uphold numerous mandatory duties
21 imposed upon them by state and federal law, and by written policies and procedures applicable to
22 Defendants, including, but not limited to, the following: (1) duty to use reasonable care to protect
23 students from known or foreseeable dangers; (2) duty to protect students and staff and provide
24 adequate supervision; (3) duty to supervise faculty and students and enforce rules and regulations
25 prescribed for schools, exercise reasonable control over students as is reasonably necessary to
26 maintain order, protect property, or protect the health and safety of faculty and students or to
27 maintain proper and appropriate conditions conducive to learning; (4) duty to act promptly and
28 diligently and not ignore or minimize problems; (5) duty to refrain from violating Plaintiffs’ right

1 to protection from bodily restraint or harm; and (6) mandatory duty to report known or suspected
2 incidents of sexual misconduct and abuse in accordance with Penal Code section 11166.

3 100. Defendants had a duty to protect students, including Plaintiffs, who were entrusted
4 to Defendants' care. Defendants owed Plaintiffs, as minors at the time, a special duty of care, in
5 addition to a duty of ordinary care, and owed Plaintiffs the higher duty of care that adults dealing
6 with minors owe to protect them from harm. Defendants were required, but failed, to provide
7 adequate supervision and failed to be properly vigilant in ensuring that such supervision was
8 sufficient to ensure the safety of Plaintiffs and others student-athletes exposed to Gordon by
9 CJUSD.

10 101. CJUSD was required but failed to exercise careful supervision of the moral
11 conditions in their school. This duty extended beyond the classroom. CJUSD had a duty to and
12 failed to adequately train and supervise all counselors, coaches, trainers, advisors, teachers,
13 mentors and staff to create a positive and safe educational and athletic environment, including
14 training to perceive, report and stop inappropriate conduct by other members of the staff,
15 specifically including Gordon, with minors.

16 102. By virtue of her unique authority and position as the Athletic Trainer, and daughter
17 of CJUSD's football architect, Coach Strauss, Gordon was able to identify vulnerable victims and
18 their families, such as Plaintiffs, upon which she could perform sexual assault; to manipulate her
19 authority to procure compliance with her sexual demands from her victims; and to induce the
20 victims to continue to allow the assaults. Through her authority as the Athletic Trainer and as
21 Coach Strauss's daughter, Gordon had unique access to, and held a position of authority among,
22 students who were attending CJUSD.

23 103. Defendants, by and through their agents, servants, and employees, knew or
24 reasonably should have known of Gordon's sexually abusive and exploitative propensities and/or
25 that Gordon was an unfit agent during her employment. It was foreseeable that if Defendants did
26 not adequately exercise or provide the duty of care owed to minors in their care, including but not
27 limited to Plaintiffs, the minors entrusted to Defendants' care would be vulnerable to sexual
28 assault by Gordon.

1 110. As students under the supervision of Defendants, Plaintiffs were members of the
2 class of persons for whom the protection of California Penal Code section 11166 was enacted.

3 111. The physical and emotional damages and injuries resulting from Gordon's sexual
4 assaults of Plaintiffs were the type of occurrences and injuries that the Child Abuse and Neglect
5 Reporting Act was designed to prevent.

6 112. Defendants' failure to comply with the mandatory reporting requirements of
7 California Penal Code section 11166 was a substantial factor in bringing about the sexual
8 harassment, molestation, and abuse of Plaintiffs.

9 113. Defendants' failure to comply with the mandatory reporting requirements of
10 California Penal Code section 11166 also constituted a per se breach of Defendants' duties to
11 Plaintiffs and thus amounts to negligence per se.

12 114. As a direct and proximate result of Defendants' multiple and continuous breaches,
13 Plaintiffs have suffered and continues to suffer pain and suffering, relationship and intimacy
14 issues, and emotional distress.

15 **THIRD CAUSE OF ACTION**

16 **NEGLIGENT SUPERVISION/RETENTION**

17 **(Against Defendants CJUSD and DOES 1-50)**

18 115. Plaintiffs repeat, re-allege, and incorporate herein by reference all consistent
19 paragraphs of this Complaint as if fully set forth herein.

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

23 117. As an educational institution entrusted with the care of minors, where all students
24 are entrusted to the teachers, counselors, coaches, advisors, mentors, faculty members, and
25 administrators, CJUSD expressly and implicitly represented that these individuals, including
26 Gordon, were not a sexual threat to minors and others who would fall under Gordon's influence,
27 control, direction, and guidance.

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1 118. It is well-settled that a school district, such as CJUSD, has a duty to supervise its
2 students and employees. Supervision requires more than simply the presence of staff or
3 administration on campus. It requires the knowledge and care as an institution as to the types of
4 foreseeable harm that a student may encounter, and protecting against those harms by establishing,
5 implementing, and enforcing adequate policies and procedures. Supervision requires adequate
6 training, adequate staffing, and adequate involvement by staff and administration. (*J.H. v. Los*
7 *Angeles Unified School District* (2010) 183 Cal.App.4th 123, 134, 140–41.)

8 119. Defendants failed to provide such supervision to Plaintiffs by allowing Gordon to
9 be alone with minor students in violation of its own policies and/or the applicable standard of care.
10 Defendants failed to take reasonable measures to prevent the grooming and sexual abuse of its
11 students, including Plaintiffs.

12 120. On information and belief, Defendants failed to take reasonable steps or implement
13 reasonable safeguards to reasonably investigate, supervise and monitor teachers, or otherwise
14 avoid acts of childhood sexual assault, including by failing to enact adequate policies and
15 procedures or failing to ensure their policies and procedures were followed. Even if such
16 procedures existed on paper, Defendants did not implement any system or procedure to oversee or
17 monitor conduct towards minors, students, and/or others in its care during the time period alleged
18 herein.

19 121. After being hired by Defendants, Gordon openly and obviously groomed and
20 assaulted multiple students, including Plaintiffs. It thus appears that school leadership, staff, and
21 employees were not able to recognize the signs of sexual abuse by Gordon due to inappropriate
22 training or lack thereof.

23 122. On information and belief, had the school leadership and staff been trained to
24 recognize red flags associated with grooming and abuse, they would have undertaken to cease,
25 report, and stop Gordon’s misconduct before Plaintiffs were sexually assaulted on over one-
26 hundred separate occasions.

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1 123. While Plaintiffs were being sexually abused by Gordon, Defendants knew or
2 should have known of the ongoing grooming and abuse of Plaintiffs and other minor athletes, but
3 due to their lack of training, failed to recognize those signs.

4 124. Defendants were aware or should have been aware of minor's significant
5 vulnerability to sexual harassment, molestation and assault by coaches, trainers, and other persons
6 of authority within CJUSD.

7 125. Defendants owed Plaintiffs a duty to provide reasonable supervision of both
8 Plaintiffs and Gordon, to use reasonable care in investigating Gordon, and to provide adequate
9 warning to Plaintiffs and their families, and to families of other minors who were entrusted to
10 Gordon, of Gordon's sexually abusive and exploitative propensities and unfitness.

11 126. Defendants owed Plaintiffs a duty not to retain Gordon given her actions, which
12 Defendants knew or should have known had they engaged in a meaningful and adequate
13 investigation of her background and/or of allegations of sexual assault of Plaintiffs and other
14 student-athletes at Colton High School.

15 127. Defendants, by and through their agents, servants and employees, knew or should
16 have known of Gordon's sexually abusive and exploitative propensities and/or that Gordon was an
17 unfit agent. Despite such knowledge, Defendants negligently failed to supervise Gordon in her
18 position of trust and authority as the head Athletic Trainer, in which position she was able to
19 commit the wrongful acts against Plaintiffs. Defendants failed to provide reasonable supervision
20 of Gordon, failed to use reasonable care in investigating Gordon, and failed to provide adequate
21 warning to Plaintiffs and their families regarding Gordon's sexually abusive propensities and
22 unfitness. Defendants further failed to take reasonable measures to prevent future sexual assault
23 despite clear warnings that such sexual assaults were taking place.

24 128. Defendants failed to properly evaluate Gordon's conduct and performance as an
25 employee of, or provider of services to Defendants, and failed to exercise the due diligence
26 incumbent upon employers to investigate employee misconduct, or to take appropriate disciplinary
27 action. Defendants negligently continued to retain Gordon as the Athletic Trainer, working or
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1 providing services for Defendants, which enabled her to continue engaging in the sexually abusive
2 behavior described herein.

3 129. Defendants should have known that Gordon had engaged in dangerous and
4 inappropriate conduct, and it was reasonably foreseeable that Gordon was engaging in, or would
5 engage in, illicit sexual activities with Plaintiffs.

6 130. Defendants breached their duties to Plaintiffs by, *inter alia*, failing to adequately
7 monitor and supervise Gordon and failing to stop Gordon from committing wrongful sexual acts
8 with minors, including Plaintiffs, and continued to retain Gordon despite clear warning that sexual
9 assaults of minors were occurring.

10 131. As a direct and proximate result of Defendants' multiple and continuous breaches,
11 Plaintiffs have suffered and continue to suffer pain and suffering, relationship and intimacy issues,
12 and emotional distress.

13 **FOURTH CAUSE OF ACTION**

14 **SEXUAL BATTERY**

15 **(Against Defendant Gordon)**

16 132. Plaintiffs repeat, re-allege, and incorporate herein by reference all consistent
17 paragraphs of this Complaint as if fully set forth herein.

18 133. During Plaintiffs' time as student-athletes at Colton High School, Gordon
19 intentionally, recklessly, and wantonly made sexual advances, solicitations, and requests for
20 sexual compliance based on Plaintiffs' gender that were pervasive, and severe. The sexual
21 harassment and assault included, but was not limited to, massaging, manipulating, and fondling
22 Plaintiffs' bodies, including Plaintiffs' genitals; putting her mouth on Plaintiffs' genitals; and
23 coercing Plaintiffs to penetrate her. These incidents of sexual assault occurred while Plaintiffs
24 were under the control of CJUSD and their agents acting in their capacity as teachers, counselors,
25 mentors, advisors, coaches, and administrators on behalf of Defendants.

26 134. Gordon did the aforementioned acts with the intent to cause a harmful or offensive
27 contact with an intimate part of Plaintiffs' person and would offend a reasonable sense of personal
28 dignity. Further, said acts did cause a harmful or offensive contact with an intimate part of

1 Plaintiffs' person that would offend a reasonable sense of personal dignity. Gordon knew or had
2 reason to know that she was committing these acts against Plaintiffs.

3 135. Because of Gordon's position of authority over Plaintiffs, Plaintiffs' mental and
4 emotional states, and Plaintiffs' statuses as minors, Plaintiffs were unable to give meaningful
5 consent to such acts.

6 136. As a result of the above-described conduct, Plaintiffs have suffered and continue to
7 suffer pain and suffering, relationship and intimacy issues, and emotional distress.

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

13 **FIFTH CAUSE OF ACTION**

14 **SEXUAL HARASSMENT**

15 **(Against Defendants Gordon and CJUSD)**

16 138. Plaintiffs repeat, re-allege, and incorporate herein by reference all consistent
17 paragraphs of this Complaint as if fully set forth herein.

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

21 140. During Plaintiffs' time as a minor student-athlete at Colton High School, Gordon
22 intentionally, recklessly, and wantonly made sexual advances, solicitations, requests, and demands
23 for sexual compliance of a hostile nature based on Plaintiffs' gender that were unwelcome,
24 pervasive, and severe. The sexual harassment and assault included, but was not limited to,
25 massaging, manipulating, and fondling Plaintiffs' bodies, including Plaintiffs' genitals; putting her
26 mouth on Plaintiffs' genitals; and coercing Plaintiffs to penetrate her for Gordon's own pleasure.
27 These incidents of sexual assault occurred while Plaintiffs were under the control of CJUSD and
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1 their agents acting in their capacity as teachers, counselors, mentors, advisors, coaches, and
2 administrators on behalf of Defendants.

3 141. Because of Plaintiffs' relationship with Defendants and Plaintiffs' age of minority,
4 Plaintiffs were unable to terminate the relationship they had with Defendants.

5 142. Because of Gordon's age and position of authority, Plaintiffs' mental and
6 emotional state, and Plaintiffs' age of minority, Plaintiffs were unable to give meaningful consent
7 to their acts.

8 143. Even though Defendants knew or should have known of these activities by Gordon,
9 Defendants did nothing to investigate, report, supervise, or monitor Gordon to ensure the safety of
10 minors.

11 144. On information and belief, Defendants ratified and authorized Gordon's sexual
12 harassment, battery, and assault of Plaintiffs by (1) allowing Gordon to come into contact with
13 Plaintiffs as a minor without supervision, (2) failing to inform or concealing from Plaintiffs'
14 parents, guardians, or law enforcement officials that Gordon was or may have been sexually
15 abusing minors, (3) by holding out Gordon to the CJUSD community at large as being in good
16 standing and trustworthy as a person of stature and integrity, (4) failing to take steps to timely
17 remove Gordon from Defendants' employ so as to prevent her from using her authority bestowed
18 upon her by Defendants to gain access to minors and sexually harass and assault them, (5) actively
19 shielding Gordon from responsibility for her sexual harassment and assault of Plaintiffs and other
20 minors, and (6) promoting Gordon to a head Athletic Director position despite knowledge of her
21 sexual misconduct with student-athletes.

22 145. Though not authorized to do so, Gordon used her authority, power, and position as
23 a trainer, educator, and confidante of CJUSD to carry out the sexual assaults of plaintiffs, and
24 others, on behalf of CJUSD. CJUSD learned of Gordon's heinous conduct, through the numerous
25 reports to CJUSD's coaches by parents and their direct and those coaches' personal observation of
26 the clear sexual misconduct by Gordon. Despite the numerous reports to CJUSD's administration
27 and coaches of Gordon's misconduct that Gordon she sexually assaulted these minor children,
28 CJUSD's administration took no action to punish Gordon, and otherwise failed to discipline her,

1 remove her from the classroom, or limit or supervise her interactions with minor students.
2 Instead, CJUSD continued to retain her as a teacher, refused to enforce its own agreement to
3 terminate her arising from her prior sexual harassment of a minor student, and even granted her
4 further access to more of CJUSD's students in other schools within its district. By allowing
5 Gordon's misconduct to remain unchecked, CJUSD sanctioned, promoted, and encouraged
6 Gordon's conduct of grooming young male athletes to position herself to assault these minor
7 students with no regard for their safety or humanity.

8 146. Defendants' conduct, including the conduct of their agents, was a breach of their
9 duties to Plaintiffs.

10 147. As a direct and proximate result of Defendants' sexual harassment, Plaintiffs have
11 suffered and continue to suffer pain and suffering, relationship and intimacy issues, and emotional
12 distress.

13 148. In subjecting Plaintiffs to the wrongful treatment alleged herein, Gordon acted
14 willfully and maliciously with the intent to harm Plaintiffs and in conscious disregard for
15 Plaintiffs' rights so as to constitute malice and oppression under Civil Code section 3294.
16 Plaintiffs are therefore entitled to the recovery of punitive damages in a sum to be shown
17 according to proof at trial against Gordon.

18 149. Plaintiffs also seek appropriate statutory penalties and attorney's fees pursuant to
19 section 52 of the Civil Code.

20 **PRAYER FOR RELIEF**

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

- 22 1. For past, present, and future general damages in an amount to be determined at
23 trial;
- 24 2. For past, present, and future special damages, in an amount to be determined at
25 trial;
- 26 3. Any appropriate statutory damages;
- 27 4. For cost of suit;
- 28 5. For interest as allowed by law;

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- 6. For any appropriate punitive or exemplary damages as to Gordon;
- 7. For attorney's fees pursuant to Code of Civil Procedure section 1021.5 and Civil Code section 51.9(b), or otherwise as allowable by law; and
- 8. For such other and further relief as the Court may deem proper.

DATED: September 30, 2022

GREENBERG GROSS LLP

By: 

Brian L. Williams
Jemma E. Dunn
Brian P. Suba

JEFF ANDERSON & ASSOCIATES
Michael Reck
Hagerey Mengistu

Attorneys for Plaintiffs

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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: September 30, 2022

GREENBERG GROSS LLP

By: 

Brian L. Williams
Jemma E. Dunn
Brian P. Suba

JEFF ANDERSON & ASSOCIATES
Michael Reck
Hagerey Mengistu

Attorneys for Plaintiffs