

1 Daniel M. Gilleon (SBN 195200)
Samuel A. Clemens (SBN 285919)
2 Gilleon Law Firm, APC
1320 Columbia Street, Suite 200
3 San Diego, CA 92101
Tel: 619.702.8623
4 Email dan@gilleon.com

5 Attorneys for Plaintiff John Doe
6
7

8 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**
(Central Courthouse)
9

10 **JOHN DOE,**

11
12 **Plaintiff,**

13 **vs.**

14 **KEVIN BEISER; DAN MOCK;**
15 **KEVIN BEISER FOR SAN DIEGO**
16 **SCHOOL BOARD, DISTRICT**
17 **B 2018, a political organization;**
18 **and DOES 1 through 20,**

19 **Defendants.**

CASE NO.:

COMPLAINT FOR:

1. **Sexual Harassment [Civ. Code § 51.9]**
2. **Hostile Work Environment / *Quid Pro Quo* Sexual Harassment [FEHA]**
3. **Gender Violence [Civ. Code § 52.4]**
4. **Sexual Battery**
5. **Sexual Assault**
6. **Intentional Infliction of Emotional Distress**
7. **Breach of Due Care [Civ. Code § 1714]**
8. **Premises Liability**

20
21 **GENERAL ALLEGATIONS**

22 1. Plaintiff, John Doe, is an adult resident of San Diego County, California. At all
23 material times, Mr. Doe worked as a political consultant through his solely owned company, Doe
24 Consulting Group, LLC, for several Democratic politicians and their campaigns, including Kevin
25 Beiser.

26 2. Defendant, Kevin Beiser, is an adult resident of San Diego County, California. At
27 all material times, Mr. Beiser was an elected official, as defined by Gov. Code § 815.3, with the
28 Board of Education San Diego Unified School District (“School Board”); was acting in his capacity

1 as the organizer and operator of two political organizations, Beiser for School Board 2014 (“School
2 Board Campaign 2014”, terminated on November 31, 2014) and Kevin Beiser for San Diego School
3 Board, District B 2018; and was a resident owner of real property located in the City of San Diego
4 (“the Premises”).

5 3. Defendant, Kevin Beiser for San Diego School Board, District B 2018 (“School
6 Board Campaign 2018”), is an existing political organization, a.k.a. recipient committee, formed on
7 January 13, 2017, with its headquarters located inside the Premises.

8 4. Defendant, Dan Mock, is an adult resident of San Diego County, California. At all
9 material times, Mr. Mock was a co-owner and resident of the Premises, and owed a duty of care
10 under Civil Code § 1714 to invitees like Mr. Doe to protect them from persons with dangerous
11 propensities like Mr. Beiser.

12 5. The true names and capacities, whether individual or otherwise, of defendants Does
13 1 through 20 are unknown to Mr. Doe, who sues them by fictitious names pursuant to CCP §474.
14 Mr. Doe is informed and believes that each of the Doe defendants is responsible in some manner for
15 the acts or omissions alleged in this complaint or caused his damages.

16 6. At all material times, all of the defendants were agents and employees of the other
17 defendants and, when committing the acts alleged in this complaint, acted within the course of such
18 agency and/or employment. At all material times, each of the defendants authorized and ratified the
19 acts of the other defendants.

20 7. Beginning in 2013, and continuing for the next five years, Mr. Beiser repeatedly and
21 continuously exploited his position as a powerful elected official with the School Board, and his
22 business relationship with Mr. Doe, to pressure and coerce plaintiff into sexually abusive
23 interactions. They first met on or about June 27, 2013, in Washington, D.C., when Mr. Doe was an
24 SDSU political science student interning for three months with Congresswoman Susan Davis. Mr.
25 Beiser was in D.C. to advance various political agendas, including his campaign for a Trustee seat
26 with the School Board.

27 ///

28 ///

1 8. Mr. Beiser offered Mr. Doe the chance to work with him on his campaign in San
2 Diego after plaintiff's college internship ended. The following day, June 28, 2013, Mr. Doe emailed
3 Mr. Beiser confirming his interest in the work. Mr. Beiser replied that he was looking forward to
4 working together, but then invited Mr. Doe to JR's Bar, a D.C. gay bar, where Mr. Beiser falsely
5 claimed he would be with "*some friends.*" Beiser added, "*You are welcome to join us, even if you*
6 *are not gay. Lol.*" Thinking the powerful politician was at JR's as part of a group, and hoping to
7 expand his political contacts, Mr. Doe accepted the invitation even though he was not gay and had
8 never had sex with a man. At JR's, Mr. Doe quickly discovered that there was no gathering of
9 friends. Mr. Beiser was with one man who quickly left when plaintiff arrived. Mr. Beiser began
10 buying drinks for Mr. Doe--round after round--and acted as if he were drinking himself. (On
11 information and belief, plaintiff alleges that Beiser did not actually drink the beverages). When Mr.
12 Doe was incapacitated by alcohol, Mr. Beiser took him to a hotel and sodomized him.

13 9. Mr. Doe first became aware he had been date-raped when he woke up in Mr. Beiser's
14 hotel room. Mr. Doe told Mr. Beiser he felt ashamed and regretted what had happened, but Mr.
15 Beiser responded with more unwanted sexual advances that Mr. Doe meekly tried to ignore.
16 Sensing trouble, Mr. Beiser promised to give Mr. Doe work when he returned to San Diego, which
17 Mr. Doe sensed was a *quid pro quo* offer in exchange for not taking legal action against Mr. Beiser
18 for the prior evening's sexual assault. Hoping to forget what had happened, Mr. Doe submitted to
19 the implied offer.

20 10. Mr. Doe had no significant contact with Mr. Beiser until September 2013, after he
21 returned to San Diego, when Mr. Beiser contacted plaintiff for help staging a fund-raiser for his
22 School Board campaign, and later offered Mr. Doe a job as his campaign manager. Before
23 accepting, however, Mr. Doe repeated his regret for what happened in D.C., and confirmed he had
24 no sexual interest in Mr. Beiser. Plaintiff told Mr. Beiser that he would take the job only if he
25 agreed the relationship would be strictly professional. Mr. Beiser voiced agreement, and based on
26 this assurance that there would be no further sexual advances, Mr. Doe accepted the campaign
27 manager position for Defendant, School Board Campaign 2014.

28 ///

1 11. Mr. Beiser’s promises proved hollow. Throughout the campaign--January 2014 to
2 November 2014--Mr. Beiser created a sexually offensive and hostile work environment at the
3 campaign’s headquarters (i.e., Mr. Mock’s and his home) by repeatedly and continuously doing
4 unwanted things such as:

- 5 a. sitting next to plaintiff on the couch and attempting to seduce him
- 6 b. offering to take plaintiff into a back room and give him a full body massage
- 7 c. soliciting oral sex, e.g., telling plaintiff, *“I can suck your cock if you want”*
- 8 d. reminiscing about the date rape in D.C. and how much fun it was
- 9 e. offering drinks and weed to plaintiff in the Premises, telling plaintiff,
10 *“You’re way more fun when you’re drunk”*
- 11 f. inviting plaintiff to gay bars and urging him to *“hook up with gay dudes”*
- 12 g. lounging around in his underwear
- 13 h. playing footsy and rubbing plaintiff’s leg under the table at events
- 14 i. rubbing plaintiff’s back while sitting at the computer inside the Premises
- 15 j. inviting plaintiff to take off his clothes and join Beiser and other gay men in
16 the Premises’ pool and infamous hot tub

17 12. After Mr. Beiser won his election, and as the School Board Campaign 2014 wound
18 down, plaintiff began avoiding contact with Mr. Beiser. Having graduated with a political science
19 degree in June 2014, Mr. Doe was fully engaged in San Diego politics and regularly attended
20 political events where he would encounter Mr. Beiser, largely without incident. But in 2016, Mr.
21 Doe sought Mr. Beiser’s help fund-raising for his own campaign for the San Diego City Council,
22 which required meetings with Mr. Beiser at the Premises through November 2016. During their
23 interactions, Mr. Beiser commented that since plaintiff was not working for him anymore, he was
24 free to engage in the sexual advances that plaintiff had always rejected. Not only did Mr. Beiser
25 continue with the sexual harassment described above, he became even more aggressive and
26 physically abusive with unwanted conduct such as:

27 ///

28 ///

- 1 a. embracing Mr. Doe with full hugs while whispering flirtations like, *“I love*
- 2 *you”*, *“You’re so hot”*, *“You’re so cute”*, and *“I want you”*
- 3 b. kissing plaintiff on the neck while offering to massage and copulate him in
- 4 the back room
- 5 c. grabbing and holding Mr. Doe’s wrists, pulling plaintiff up against him, and
- 6 then grinding his erection and groin area against Mr. Doe’s legs
- 7 d. reaching for and often grabbing plaintiff’s genitals

8 13. As Mr. Beiser’s conduct escalated, plaintiff tried to become more assertive with his
9 rejections, but it was wearing on his mental health. In the past, Mr. Doe had meekly expressed
10 regret and let Mr. Beiser know he did not welcome the sexual advances. As Mr. Beiser’s disregard
11 for plaintiff’s wishes grew more apparent, Mr. Doe tried to be more assertive with demands like,
12 *“Please don’t touch me!”*, or by screaming *“Consent!”* as Beiser approached him with that look in
13 his eye. After a particularly demeaning assault in May 2016, in which Mr. Beiser dry humped
14 plaintiff’s leg and grabbed plaintiff’s genitals, Mr. Doe and his girlfriend confronted Mr. Beiser,
15 demanding that he never touch plaintiff like that again.

16 14. After three years of Beiser’s abuse, combined with his own election loss in November
17 2016, Mr. Doe’s emotional condition was deteriorating. Still determined to make his place in local
18 politics, however, plaintiff did his best to struggle against his depression. Mr. Doe naively held hope
19 for a professional relationship with Mr. Beiser, who was seen as a rising star in the Democratic Party
20 and a fund-raising powerhouse. In early 2017, Mr. Doe sought Mr. Beiser’s assistance raising funds
21 for a local political action committee Mr. Doe had formed. Several months later, in summer 2017,
22 Mr. Doe was at the Premises to conduct a two-person phone bank, meaning plaintiff was once again
23 alone with Mr. Beiser in his home. While standing in Mr. Beiser’s kitchen, taking a break from the
24 phone calls, Mr. Beiser grabbed plaintiff’s arms and pulled him close with the same seductive look
25 and voice that Mr. Doe knew so well. Mr. Doe was terrified. Believing he was about to be sexually
26 assaulted the same way he was in May 2016, plaintiff pushed Mr. Beiser away, forcefully.

27 ///
28 ///

1 15. Mr. Doe kept his distance from Mr. Beiser for the next few months. But in early
2 2018, Mr. Doe agreed to help with Beiser’s next campaign, and on January 19, 2018, plaintiff signed
3 a consulting agreement with Defendant, School Board Campaign 2018. This assignment proved to
4 be short-lived, however, as the sexual harassment quickly continued. Mr. Doe’s depression
5 deepened. On February 18, 2018, Mr. Doe informed Mr. Beiser that he “*was in a pretty weird*
6 *headspace,*” at which time Mr. Beiser responded, “*Hot tub?*” Alluding to his past offers to plaintiff
7 for illicit massages at the Premises, Beiser suggested an actual massage (at “*Happy Feet on*
8 *Convoy*”), or having a “*Smoke out over here*”. Mr. Doe rejected the inappropriate offers: “*Don’t*
9 *come on to me, I’m not in a good headspace to deal with that right now.*”

10 16. On April 11, 2018, Mr. Beiser provided plaintiff notice he was terminating the
11 consulting agreement. About three weeks later, on or about April 30, 2018, Mr. Doe went to the
12 Premises to pick up his paycheck. Mr. Doe had not recovered from his depression: if anything, it
13 had worsened, as plaintiff sensed that Mr. Beiser’s decision to terminate his contract was
14 punishment for his pointed “*don’t come on to me*” rejection of Mr. Beiser in February. In Beiser’s
15 bedroom, plaintiff saw that five years of resistance had achieved nothing but damage to his own
16 political career. As Mr. Doe gave in, Mr. Beiser laid plaintiff down on his bed, turned him over, and
17 pulled down plaintiff’s pants. Defeated, face down on the bed Beiser shared with Mr. Mock,
18 plaintiff submitted to his unwanted touch until Mr. Beiser climaxed while saying, “*You are so hot.*
19 *I love you.*”

20 17. On March 17, 2019, plaintiff filed a complaint with the DFEH and obtained a right
21 to sue letter, exhausting all administrative remedies. (Exhibit 1).

22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

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

FIRST CAUSE OF ACTION
Sexual Harassment In A Business, Service or Professional Relationship (Civ. Code § 51.9)
Against Beiser, School Board Campaign 2018, and Does 1 to 20

18. Plaintiff repeats and re-alleges each of the foregoing paragraphs.

19. At all material times, Mr. Beiser has been an elected official, serving as a Trustee for the School Board. While serving as an elected official, Mr. Beiser engaged in unwanted, severe, and pervasive sexual conduct based on Mr. Doe's gender and sexual orientation. Mr. Beiser made his professional relationship with plaintiff contingent upon Mr. Doe's submissions to the sexual conduct.

20. As any reasonable man would, Mr. Doe considered Beiser's conduct and the resulting work environment to be hostile, sexually harassing, and abusive.

21. As a result, Mr. Doe has and will continue to suffer damages, including but not limited to medical and psychological expenses, lost wages and benefits, and emotional distress.

22. Beiser was an officer, director, and managing agent of School Board Campaign 2018 when he committed the above acts with malice, fraud and oppression in conscious disregard of plaintiff's rights and safety. Mr. Doe is entitled to recover punitive damages against defendants as defined by Civil Code §§3294(a) and (b).

SECOND CAUSE OF ACTION
Hostile Environment and *Quid Pro Quo* Sexual Harassment (Gov. Code § 12940)
Against Beiser, School Board Campaign 2018, and Does 1 to 20

23. Plaintiff repeats and re-alleges each of the foregoing paragraphs.

24. At all material times, Mr. Doe was performing services for defendants pursuant to contract when Mr. Beiser engaged in unwanted, severe, and pervasive sexual conduct based on Mr. Doe's gender and sexual orientation. Mr. Beiser made the contracts contingent upon Mr. Doe's submissions to the sexual conduct.

25. As any reasonable man would, Mr. Doe considered Beiser's conduct and the resulting work environment to be hostile, sexually harassing, and abusive.

///

1 26. As a result, Mr. Doe has and will continue to suffer damages, including but not
2 limited to medical and psychological expenses, lost wages and benefits, and emotional distress.

3 27. Beiser was an officer, director, and managing agent of School Board Campaign 2018
4 when he committed the above acts with malice, fraud and oppression in conscious disregard of
5 plaintiff’s rights and safety. Mr. Doe is entitled to recover punitive damages against defendants as
6 defined by Civil Code §§3294(a) and (b).

7 **THIRD CAUSE OF ACTION**
8 **Gender Violence (Civil Code § 52.4)**
9 **Against Beiser, School Board Campaign 2018, and Does 1 to 20**

9 28. Plaintiff repeats and realleges each of the foregoing paragraphs.

10 29. Mr. Beiser committed multiple sexual assaults against Mr. Doe under coercive
11 conditions. Further, each assault resulted in a physical invasion of a sexual nature, in the form of
12 unwanted contact and touching.

13 30. As a result, Mr. Doe has and will continue to suffer damages, including but not
14 limited to medical and psychological expenses, lost wages and benefits, and emotional distress.

15 31. Beiser was an officer, director, and managing agent of School Board Campaign 2018
16 when he committed the above acts with malice, fraud and oppression in conscious disregard of
17 plaintiff’s rights and safety. Mr. Doe is entitled to recover punitive damages against defendants as
18 defined by Civil Code §§3294(a) and (b).

19 **FOURTH CAUSE OF ACTION**
20 **Sexual Battery**
21 **Against Beiser, School Board Campaign 2018, and Does 1 to 20**

22 32. Plaintiff repeats and realleges each of the foregoing paragraphs.

23 33. Mr. Beiser committed multiple sexual assaults and engaged in unwanted sexual
24 contact with Mr. Doe, and in doing so, Mr. Beiser acted with intent to cause harmful and offensive
25 contact with intimate parts of Mr. Doe’s body.

26 34. As a result, Mr. Doe has and will continue to suffer damages, including but not
27 limited to medical and psychological expenses, lost wages and benefits, and emotional distress.

28 ///

1 35. Beiser was an officer, director, and managing agent of School Board Campaign 2018
2 when he committed the above acts with malice, fraud and oppression in conscious disregard of
3 plaintiff’s rights and safety. Mr. Doe is entitled to recover punitive damages against defendants as
4 defined by Civil Code §§3294(a) and (b).

5 **FIFTH CAUSE OF ACTION**
6 **Sexual Assault**
7 **Against Beiser, School Board Campaign 2018, and Does 1 to 20**

8 36. Plaintiff repeats and realleges each of the foregoing paragraphs.
9 37. Mr. Beiser intended to cause harmful and offensive contact with Mr. Doe. As a result
10 of Mr. Beiser’s conduct, Mr. Doe reasonably believed that he was about to be touched in a harmful
11 and offensive manner. Mr. Doe did not consent to Mr. Beiser's conduct.

12 38. As a result, Mr. Doe has and will continue to suffer damages, including but not
13 limited to medical and psychological expenses, lost wages and benefits, and emotional distress.

14 39. Beiser was an officer, director, and managing agent of School Board Campaign 2018
15 when he committed the above acts with malice, fraud and oppression in conscious disregard of
16 plaintiff’s rights and safety. Mr. Doe is entitled to recover punitive damages against defendants as
17 defined by Civil Code §§3294(a) and (b).

18 **SIXTH CAUSE OF ACTION**
19 **Intentional Infliction of Severe Emotional Distress**
20 **Against Beiser, School Board Campaign 2018, and Does 1 to 20**

21 40. Plaintiff repeats and realleges each of the foregoing paragraphs.
22 41. Mr. Beiser’s conduct was outrageous, intentional, and done with reckless disregard
23 as to whether plaintiff would suffer emotional harm.

24 42. As a result, Mr. Doe has and will continue to suffer damages, including but not
25 limited to medical and psychological expenses, lost wages and benefits, and emotional distress.

26 ///
27 ///
28 ///

1 43. Beiser was an officer, director, and managing agent of School Board Campaign 2018
2 when he committed the above acts with malice, fraud and oppression in conscious disregard of
3 plaintiff's rights and safety. Mr. Doe is entitled to recover punitive damages against defendants as
4 defined by Civil Code §§3294(a) and (b).

5
6 **SEVENTH CAUSE OF ACTION**
7 **Breach of the Duty of Care (Cal. Civil Code § 1714)**
8 **Against All Defendants**

9 44. Plaintiff repeats and realleges each of the foregoing paragraphs.

10 45. Mr. Beiser's conduct fell below the reasonable person standard of care set by Civil
11 Code § 1714. Mr. Mock also breached this standard of care: he knew or should have known that
12 his partner, Beiser, would harm plaintiff in the Premises. For example, Mr. Mock heard plaintiff yell
13 "consent" on multiple occasions. Despite this knowledge, Mr. Mock failed to take reasonable
14 measures to protect plaintiff against this harm.

15 46. As a result, Mr. Doe has and will continue to suffer damages, including but not
16 limited to medical and psychological expenses, lost wages and benefits, and emotional distress.

17 **EIGHTH CAUSE OF ACTION**
18 **Premises Liability**
19 **Against All Defendants**

20 47. Plaintiff repeats and realleges each of the foregoing paragraphs.

21 48. Mr. Beiser and Mr. Mock owned the Premises where plaintiff was harmed as an
22 invitee. Defendants failed to ensure the Premises was safe for plaintiff. Mr. Mock knew or should
23 have known of Beiser's dangerous propensities and that Beiser would harm plaintiff in the Premises
24 but failed to take reasonable measures to protect plaintiff against this harm.

25 49. As a result, Mr. Doe has and will continue to suffer damages, including but not
26 limited to medical and psychological expenses, lost wages and benefits, and emotional distress.

27 ///

28 ///

///

///

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

REQUEST FOR RELIEF

THEREFORE, Plaintiff requests a judgment against Kevin Beiser; Dan Mock; Kevin Beiser for San Diego School Board, District B 2018, a political organization; and Does 1 to 20, as follows:

- a. Past and future economic and non-economic damages according to proof;
- b. Attorneys' fees;
- c. Punitive damages;
- d. Costs of suit;
- e. Penalties; and
- f. Further just relief.

Date: March 18, 2019

Gilleon Law Firm, APC



Daniel M. Gilleon, Attorneys for Plaintiff John Doe

1 Daniel M. Gilleon (SBN 195200)
Samuel A. Clemens (SBN 285919)
2 Gilleon Law Firm, APC
1320 Columbia Street, Suite 200
3 San Diego, CA 92101
Tel: 619.702.8623/Fax: 619.702.6337
4 Email dan@gilleon.com

5 Attorneys for Plaintiff John Doe
6
7

8 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**
(Central Courthouse)
9

10 JOHN DOE,

11
12 Plaintiff,

13 vs.

14 KEVIN BEISER; DAN MOCK;
KEVIN BEISER FOR SAN DIEGO
15 SCHOOL BOARD, DISTRICT
B 2018, a political organization;
16 and DOES 1 through 20,
17

18 Defendants.
19
20

CASE NO.

**DECLARATION OF DANIEL M.
GILLEON SUPPORTING EX PARTE
APPLICATION TO FILE COMPLAINT
UNDER SEAL**

**[CALIFORNIA RULES OF COURT
2.550 AND 2.551]**

21 I, Daniel M. Gilleon, declare:

22 1. I am an attorney licensed to practice in California and am one of the attorneys for
23 plaintiff in this action.

24 2. The facts stated in this declaration are within my personal knowledge, and if called
25 as a witness, I can testify competently to these facts.

26 3. The plaintiff "John Doe" is a victim of sexual abuse. I have investigated the basic
27 facts that make this action worthy of being sealed which relate to the sexual assault, humiliation,
28 degradation, and abuse plaintiff endured at the hands of the defendant.

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

4. The redacted complaint accompanying this Application is the same as the complaint plaintiff seeks to file under seal, except that the plaintiff has been given a fictitious name, John Doe.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct this March 18, 2019, at San Diego, California.



Daniel M. Gilleon, Attorneys for
Plaintiff John Doe

1 Daniel M. Gilleon (SBN 195200)
Samuel A. Clemens (SBN 285919)
2 Gilleon Law Firm, APC
1320 Columbia Street, Suite 200
3 San Diego, CA 92101
Tel: 619.702.8623/Fax: 619.702.6337
4 Email dan@gilleon.com

5 Attorneys for Plaintiff John Doe
6
7

8 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**
(Central Courthouse)
9

10 JOHN DOE,

11
12 Plaintiff,

13 vs.

14 KEVIN BEISER; DAN MOCK;
KEVIN BEISER FOR SAN DIEGO
15 SCHOOL BOARD, DISTRICT
B 2018, a political organization;
16 and DOES 1 through 20,

17
18 Defendants.
19

CASE NO.

**EX PARTE APPLICATION TO FILE
COMPLAINT UNDER SEAL**

**[CALIFORNIA RULES OF COURT
2.550 AND 2.551]**

20 Plaintiff John Doe moves the Court for an order allowing the filing of the complaint in this
21 action under seal pursuant to Rules 2.550 and 2.551 of the California Rules of Court. As stated in
22 the supporting declaration and memorandum of points and authorities filed herewith, Plaintiff
23 submits that the filing of the complaint under seal conforms with the requirements of Rule 2.550 for
24 the following reasons:

25 A. There exists an overriding interest that overcomes the right of public access to the
26 record in that the sealing of the complaint would preserve Plaintiff's anonymity and privacy as an
27 alleged victim of sexual assault and exploitation, and there is little, if any, public interest in
28 identifying the victim;

1 B. The overriding interest supports the sealing of the record in that the sealing of the
2 record would preserve Plaintiff's anonymity and privacy;

3 C. A substantial probability exists that the overriding interest will be prejudiced if the
4 record is not sealed in that the public disclosure of Plaintiff's identity and the nature of the sexual
5 exploitation will by definition be made public and thus eliminate the anonymity and privacy relating
6 to the allegations in the complaint;

7 D. The proposed sealing is narrowly tailored in that the only information that is redacted
8 in the public complaint is information that directly or indirectly identifies Plaintiff;

9 E. No less restrictive means exist to achieve the overriding interest in that any public
10 disclosure of Plaintiff's identity and the nature of the acts will prejudice his anonymity and privacy.

11
12 This motion is based on this Application, the Declaration of Daniel M. Gilleon, and Plaintiff
13 John Doe's Memorandum of Points and Authorities Supporting Motion to File Complaint under
14 Seal.

15
16 Date: March 18, 2019

Gilleon Law Firm, APC

17
18 

19 Daniel M. Gilleon, Attorneys for
20 Plaintiff John Doe

21
22
23
24
25
26
27
28

1 Daniel M. Gilleon (SBN 195200)
Samuel A. Clemens (SBN 285919)
2 Gilleon Law Firm, APC
1320 Columbia Street, Suite 200
3 San Diego, CA 92101
Tel: 619.702.8623/Fax: 619.702.6337
4 Email dan@gilleon.com

5 Attorneys for Plaintiff John Doe
6
7

8 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**
(Central Courthouse)
9

10 JOHN DOE,

11
12 Plaintiff,

13 vs.

14 KEVIN BEISER; DAN MOCK;
KEVIN BEISER FOR SAN DIEGO
15 SCHOOL BOARD, DISTRICT
B 2018, a political organization;
16 and DOES 1 through 20,

17
18 Defendants.
19
20

CASE NO.

**POINTS AND AUTHORITIES
SUPPORTING EX PARTE
APPLICATION TO FILE COMPLAINT
UNDER SEAL**

**[CALIFORNIA RULES OF COURT
2.550 AND 2.551]**

21 This case involves sexual assault and exploitation of Plaintiff John Doe. The alleged
22 perpetrator is a holder of public office in San Diego. This motion seeks permission to file the
23 Complaint under seal to keep the identity of Plaintiff from becoming public record.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **1. Authority to Seal**

2 CRC 2.550 and 2.551 support this request to seal. Procedurally, Plaintiff has complied with
3 the four requirements in CRC 2.551(b)(1),(2):

- 4 1) Plaintiff submits this application;
- 5 2) The application is supported by a memorandum of points and authorities;
- 6 3) The application is supported by the Declaration of Daniel M. Gilleon;
- 7 4) No other parties have appeared in this action.

8 Substantively, this application and the declaration of counsel demonstrate sufficient facts for
9 the Court to make the "Express factual findings required to seal records" under 2.550(d), which are:

- 10 1) There exists an overriding interest that overcomes the right of public access to the
11 record;
- 12 2) The overriding interest supports sealing the record;
- 13 3) A substantial probability exists that the overriding interest will be prejudiced if the
14 record is not sealed;
- 15 4) The proposed sealing is narrowly tailored; and
- 16 5) No less restrictive means exist to achieve the over-riding interest.

17 The first three factors are met because this case involves allegations of sexual assault and
18 sexual abuse. (See Complaint, and Dec. Gilleon). *NBC Subsidiary (KNBC-TV), Inc. v. Sup. Ct.*
19 (1999) Cal.4th 1178; *Richmond Newspapers v. Virginia* (1980) 448 U.S. 555. In *NBC*, the
20 California Supreme Court cited the U.S. Supreme Court’s conclusion that, "historical tradition
21 supported closure of some trials [even criminal trials] during the testimony of minor sex victims,"
22 and that, "[t]he court found that one asserted state interest—protection of minor victims of sex crimes
23 from further trauma and embarrassment—was compelling" *Id.* at 1203. This is a civil trial for
24 money damages, not a criminal trial as in *Richmond*, which makes the interest of protecting the
25 victims of sexual assault in this case all the more "compelling" or overriding.

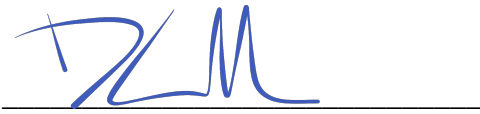
26 ///
27 ///
28 ///

1 The last two factors are also met. This application does not seek a broadly-worded order
2 closing this entire case to the public. Instead, it simply seeks that the complaint be sealed. It should
3 be noted that the redacted complaint—which would be public—is exactly the same as the complaint
4 to be sealed, except that it uses a fictitious name for the plaintiff, John Doe. Given the narrowly
5 tailored manner this application seeks to protect a sexual assault victim, there is "no less restrictive"
6 means to achieve this overriding interest of sex crime victims.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Date: March 18, 2019

Gilleon Law Firm, APC



Daniel M. Gilleon, Attorneys for
Plaintiff John Doe

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

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
(Central Courthouse)**

JOHN DOE,

Plaintiff,

vs.

KEVIN BEISER; DAN MOCK;
KEVIN BEISER FOR SAN DIEGO
SCHOOL BOARD, DISTRICT
B 2018, a political organization;
and DOES 1 through 20,

Defendants.

CASE NO.

**[PROPOSED] ORDER GRANTING EX
PARTE APPLICATION TO FILE
COMPLAINT UNDER SEAL**

**[CALIFORNIA RULES OF COURT 2.550
AND 2.551]**

Having reviewed the Complaint, Plaintiff's Ex Parte Application to File Complaint Under Seal, Plaintiff's Memorandum of Points and Authorities in Support of Ex Parte Application to File Complaint Under Seal, and the Declaration of Daniel M. Gilleon, and pursuant to Rule 2.550 of the California Rules of Court, the Court makes the following express findings:

///
///
///
///

1 (1) There exists an overriding interest that overcomes the right of public access to the
2 record;

3 (2) The overriding interest supports sealing the record;

4 (3) A substantial probability exists that the overriding interest will be prejudiced if the
5 record is not sealed;

6 (4) The proposed sealing is narrowly tailored; and

7 (5) No less restrictive means exist to achieve the overriding interest.

8 IT IS HEREBY ORDERED THAT THE COMPLAINT FILED HERewith SHALL
9 REMAIN UNDER SEAL.

10

11 DATED:

JUDGE OF THE SUPERIOR COURT

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28