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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10 SHAWN ALVIN MORRIS, an individual,

11 Plaintiff,

12 v.

13 GROSSMONT UNION HIGH SCHOOL
DISTRICT, a public entity; and DOES 2–10,

14 Defendants.

Case No. 37-2021-00043612-CU-PO-CTL

FIRST AMENDED COMPLAINT FOR DAMAGES for:

- 1) Negligence
- 2) Negligent Supervision and Retention
- 3) Sexual Harassment

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

[Jury Trial Demanded]

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18 Plaintiff Shawn Alvin Morris, (“Plaintiff”) (aka Shawn Alvin Baughman) brings this action
19 against Defendants Grossmont Union High School District (“Grossmont”); and DOES 2–10
20 (together, “Defendants”), and based on information and belief alleges as follows:

21 **INTRODUCTION**

22 1. Plaintiff, and potentially other young students of Grossmont, are victims of sexual
23 battery, assault, abuse, and harassment at the hands of Defendants. Douglas Ray Foster (“Foster”)
24 used his role as a guidance counselor and teacher to gain access to and assault Plaintiff. Defendants
25 knowingly, intentionally, willfully, deliberately, and recklessly fostered a pervasive and hostile
26 environment that utterly disregarded the rights and safety of young students who entrusted
27 Defendants with their education. As a result, Plaintiff, and potentially other young students, have
28 suffered humiliation, shame, and horror, and they will continue to suffer for the rest of their lives.

1 **PARTIES**

2 2. Plaintiff is an adult male residing in Snohomish County, within the State of
3 Washington. At all times relevant to this Complaint, Plaintiff was residing in San Diego County,
4 California. Plaintiff was born in 1967 and was a minor throughout the period of sexual assault alleged
5 herein. Plaintiff brings this Complaint pursuant to Code of Civil Procedure Section 340.1, as
6 amended by Assembly Bill 218, for the childhood sexual assault he suffered at the hands of
7 Defendants. Plaintiff's claims for damages suffered as a result of those sexual assaults are timely
8 filed as this Complaint is filed within 3 years of January 1, 2020. Pursuant to California Government
9 Code Section 905(m), as amended by Assembly Bill 218, Plaintiff is specifically exempt from the
10 claims presentation requirement for his claims against Grossmont.

11 3. Grossmont at all times mentioned herein was and is a public school district having its
12 principal place of business in San Diego County, California. Grossmont purposely conducts
13 substantial educational business activities in the State of California, and was the primary entity
14 owning, operating, and controlling Santana High School, and the activities and behavior of its
15 employee, and agent Foster.

16 4. At all times relevant herein, Foster was a guidance counselor, teacher, employee, and
17 agent of Grossmont, working at Santana High School. Accordingly, at all times mentioned herein,
18 Foster acted as an employee, agent, and servant of Grossmont and was under their complete control
19 and supervision. On information and belief, Foster is now deceased.

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

23 6. The true names and capacities, whether individual, corporate, partnership, associate,
24 or otherwise, of Defendants DOES 2-10, inclusive, are unknown to Plaintiff. Accordingly, Plaintiff
25 sues DOES 2-10 by such fictitious names pursuant to section 474 of the California Code of Civil
26 Procedure. Plaintiff will seek leave to amend this Complaint to allege their true names and capacities
27 when they are ascertained. Plaintiff is informed and believes and thereon alleges that DOES 2-10
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1 are legally responsible in some manner for the events, happenings, and/or tortious and unlawful
2 conduct that caused the injuries and damages alleged in this Complaint.

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

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

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

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

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1 **FACTUAL ALLEGATIONS**

2 **I. *Defendants Employed Foster and Afforded Foster Unfettered Access to Minor Students,***
3 ***Allowing Him To Groom And Sexually Assault Plaintiff.***

4 11. On information and belief, Grossmont hired Foster as a guidance counselor and
5 teacher at Santana High School in the late 1970s. Through his role as a guidance counselor, Foster
6 worked closely with Santana High School students, including Plaintiff.

7 12. In approximately November of 1981, Plaintiff enrolled as a freshman student at
8 Santana High School within Grossmont.

9 13. Having transferred in the middle of the school year, Plaintiff did not have any friends
10 or know any of his classmates or teachers when he started school.

11 14. On his first day as a freshman, Plaintiff was directed to meet with his assigned
12 guidance counselor, Foster, to register for his classes. After entering the counselors' offices, Foster
13 introduced himself to Plaintiff, made Plaintiff feel welcome, and helped Plaintiff choose his classes
14 for the semester. While registering for classes, Foster assigned Plaintiff to be his aide for one period
15 each day.

16 15. Using his authority as a guidance counselor, Foster began asking Plaintiff personal
17 questions, such as asking about his family and homelife. Foster encouraged Plaintiff to be honest
18 with him. Plaintiff confided in Foster that his parents were divorced, and that his stepfather was both
19 psychologically and physically abusive. In fact, Plaintiff told Foster that Plaintiff would often step
20 in for his mother as the target of his stepfather's abuse. Plaintiff told Foster that he enjoyed school
21 and used it as a way to escape from his troubled homelife.

22 16. Foster targeted Plaintiff for sexual grooming based on his emotional, psychological,
23 and physical vulnerability as Plaintiff was drawn to and sought guidance from male figures who
24 showed concern for him. It was during Plaintiff's time as Foster's student assistant that Foster began
25 grooming Plaintiff physically, as well.

26 17. As a student aide, Plaintiff was required to report to Foster on a daily basis. Foster
27 would meet with Plaintiff in Foster's office. Inside the office, Foster would close his door and draw
28 the blinds. This behavior was obviously suspicious conduct that raised red flags from the perspective

1 of Foster's potential to harm. School staff and leadership should have put an immediate stop to it,
2 and counseled Foster accordingly. Unfortunately, nothing was done.

3 18. When entering the counseling office, there was typically a staff member or student at
4 the desk whom Plaintiff would see on his way to report to Foster. Within the counseling office, there
5 were three or four individual offices, each of which belonged to a guidance counselor. Plaintiff recalls
6 that no other counselor in the office would lock their door or close their blinds. On information and
7 belief, doing so would be contrary to school policies and/or procedures.

8 19. When Plaintiff was inside Foster's office, both during his time as Foster's assistant
9 and during his other classes, Foster would close and lock the door and draw the blinds to obscure the
10 windows. Again, obvious red flags that should have been immediately corrected. Within a few
11 weeks, Foster began brushing against Plaintiff. Foster would hug Plaintiff, caress his arm or rub his
12 shoulders, and act as if he were consoling Plaintiff, as Plaintiff revealed his home life situation.
13 Foster's physical grooming of Plaintiff escalated to include rubbing Plaintiff's back and asking
14 Plaintiff if the physical touches were alright. Because of Foster's authority as an adult and as a
15 guidance counselor, Plaintiff was scared and froze while Foster touched him.

16 20. Foster soon escalated his physical behavior and began sexually assaulting Plaintiff
17 while Plaintiff was in Foster's office at the school. Foster began kissing Plaintiff, and fondling
18 Plaintiff's genitals outside his clothing. Foster would unzip Plaintiff's pants, pull out Plaintiff's penis,
19 and fondle Plaintiff's genitals. Foster would also forcibly pull Plaintiff onto Foster's lap, where he
20 would continue fondling Plaintiff's genitals.

21 21. Plaintiff was too scared to stop Foster. Foster utilized his authority as a well-liked
22 counselor to escalate his abuse of Plaintiff. Foster would orally copulate Plaintiff, have Plaintiff
23 orally copulate him, and digitally penetrate his anus on countless occasions.

24 22. These assaults continued at least three to four times a week, and sometimes daily,
25 throughout the time Plaintiff attended Santana High School. Even after Plaintiff's assignment as a
26 student aide ended, Foster would pull Plaintiff out of his other classes under the guise of "counseling"
27 Plaintiff. Despite being pulled out of class on an abnormally frequent basis, none of Plaintiff's
28 teachers ever questioned Foster's actions.

1 23. The complete lack of supervision at Santana High School allowed these assaults to
2 occur in Foster’s office, in classrooms, and in custodial closets. School leadership failed Plaintiff in
3 the most tragic way imaginable.

4 24. On occasion, when Plaintiff left Foster’s office, one of Grossmont’s staff members,
5 Mrs. Zimmerman, who worked as a secretary in the office, would stare at Plaintiff and Foster. She
6 would peer into Foster’s office while Plaintiff was there. This secretary implicitly recognized the
7 abnormality of Foster’s interactions and frequent seclusion of Plaintiff. On information and belief,
8 students, teachers, and other staff of Grossmont knew that Plaintiff frequently visited Foster in his
9 office, including visits for extended periods of time, knew that the frequency and length was
10 abnormal, and knew or should have known of the inappropriate behavior. Unfortunately, no one did
11 anything, which allowed the horrific abuse of Plaintiff to continue.

12 25. Foster’s abuse was not limited to the school campus. Emboldened by the free reign
13 over Plaintiff that Grossmont had given him, Foster began abusing Plaintiff off campus as well.
14 Beginning in his sophomore year, Foster began taking Plaintiff to an adult entertainment
15 establishment called “The Tubs.”

16 26. Now defunct, The Tubs marketed itself as a nearly 24-hour Adult Entertainment day
17 spa, where customers could rent “private suites equipped with Jacuzzis,” showers, beds, CD
18 players/radios, and “dimnable lighting.” The Tubs prided itself on renting private suites by the hour.

19 27. Despite being an adults only establishment, Foster was able to bring Plaintiff inside
20 the establishment by telling management that Plaintiff was Foster’s son. Foster rented a private suite
21 for an hour. Upon entering the private suite, Foster removed Plaintiff’s clothes, removed his own
22 clothing, and anally raped Plaintiff. Plaintiff was paralyzed with fear, wishing he could scream, but
23 afraid of Foster as an adult and authority figure.

24 28. When Foster finished raping Plaintiff for the first time, Plaintiff quickly pulled on his
25 underwear and ran out of the room before he could grab any other clothing. Foster called out for
26 Plaintiff to stop, but Plaintiff did not care about anything other than escaping The Tubs. Plaintiff
27 walked many miles, barefoot, to reach home—which took nearly eight hours.

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1 29. Unfortunately, the abuse at The Tubs did not end Foster’s torment of Plaintiff. Foster
2 continued sexually assaulting Plaintiff at Santana High School, bringing Plaintiff back to The Tubs
3 on approximately 2 other occasions.

4 30. After years of enduring Foster’s repeated and relentless sexual assaults, Plaintiff
5 finally decided to drop out of high school. Plaintiff told his older brother that he could not handle the
6 stress any longer and wanted to leave high school. However, his brother convinced Plaintiff that he
7 needed to finish high school and enrolled Plaintiff in Grossmont’s Phoenix Program. On information
8 and belief, the Phoenix Program was an alternative education program created to prevent Grossmont’s
9 students from dropping out and allowed students to work with faculty for four hours every day, rather
10 than attend regular classes.

11 31. On the first day of Plaintiff’s new start in the Phoenix Program, Plaintiff opened the
12 door to his new classroom and found Foster sitting alone as his educator. Plaintiff was shocked to
13 learn that he was assigned to Foster, alone, for 4 hours a day. Unsurprisingly, Foster took advantage
14 of his unsupervised and unfettered access to Plaintiff to continue the horrific sexual abuse. After only
15 a few short weeks, unable to endure the relentless sexual abuse, Plaintiff dropped out of high school.
16 Plaintiff did not obtain his GED until 2015.

17 32. During the time Plaintiff attended Santana High School, Plaintiff was sexually
18 assaulted countless times, including, but not limited to at least a dozen acts of sodomy and numerous
19 occasions of digital penetration of Plaintiff’s anus in Grossmont’s Phoenix Building, Grossmont’s
20 classrooms, Foster’s office, and even custodial closets on Grossmont’s Santana High School campus.

21 33. Plaintiff was unable to give free and/or voluntary consent to the sexual acts perpetrated
22 against him by Foster, as he was a minor at the time of the assaults alleged herein.

23 **II. *Grossmont Was Negligent In Its Duties to Plaintiff And Ratified Foster’s Sexual Assaults***
24 ***of Plaintiff.***

25 34. At all times relevant hereto, Foster was an adult male employed by Grossmont as a
26 guidance counselor and teacher at Santana High School. In such capacity, Foster was under the direct
27 supervision, employ, agency, and control of Grossmont and DOES 2-10. Therefore, Grossmont had
28 a special relationship with Foster, and thus a duty to warn and protect Plaintiff from harm by Foster.

1 Foster's duties and responsibilities with Grossmont included, in part, providing for the supervision,
2 counseling, advisory, educational, and emotional needs and well-being of the students of Santana
3 High School.

4 35. Plaintiff is informed and believes, and thereon alleges, that at all times relevant herein,
5 Grossmont owned, operated, maintained, controlled, and staffed Santana High School. Grossmont
6 promoted Santana High School as a safe place where students could obtain a quality and safe
7 education.

8 36. Plaintiff is informed and believes and thereon alleges, that in hiring Foster as a
9 guidance counselor and teacher at Santana High School, Defendants gave Foster full power, control,
10 and authority to provide teaching, mentoring, and/or counseling services to Grossmont's students.
11 By continuing to employ Foster, Grossmont held Foster out to be a professional and safe counselor
12 and teacher at Santana High School.

13 37. As a guidance counselor and teacher, and with the endorsement of Grossmont, Foster
14 stood in a position of power, respect, confidence, trust, and authority among Plaintiff and numerous
15 other minor students. Defendants lodged with Foster the color of authority, through which he was
16 able to influence, direct, and assault Plaintiff, and to act illegally, unreasonably, and without respect
17 for the person and safety of Plaintiff.

18 38. At all times relevant hereto, Grossmont was responsible for the supervision of its
19 employees' and agents' activities, including those of Foster, and assumed responsibility for the well-
20 being of the minors in its care, including Plaintiff.

21 39. The sexual acts perpetrated upon Plaintiff by Foster constitute child sexual assault as
22 defined by California Code of Civil Procedure Section 340.1, as modified by Assembly Bill 218, and
23 were a violation of the California Penal Code, including, but not limited to, Penal Code Sections
24 286(b), 287(b), 289(h), and 647.6. Plaintiff is informed and believes and thereon alleges that all of
25 the sexually abusive and harassing conduct alleged herein was done to satisfy Foster's own prurient
26 sexual desires.

27 40. Additionally, as a minor child under the custody, care, and control of Defendants,
28 Defendants stood *in loco parentis* with respect to Plaintiff while he attended class, other educational

1 and extracurricular activities, and other school-related functions at Santana High School. As the
2 responsible party and/or employer controlling Foster, Grossmont also was in a special relationship
3 with Plaintiff and owed special duties to Plaintiff.

4 41. Prior to and during the sexual harassment, molestation, and assault of Plaintiff,
5 Grossmont knew or should have known, or was otherwise on notice, that Foster had violated his roles
6 as a guidance counselor and a teacher and used these positions of authority and trust acting on behalf
7 of Grossmont to gain access to children, including Plaintiff, on and off Grossmont's facilities and
8 grounds, which he used to inappropriately touch, molest, abuse, and assault Plaintiff.

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

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

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

25 45. The act of grooming, in and of itself, is a crime under California law. It is also
26 foreseeable to Grossmont that Foster's grooming behavior could lead to sexual assault if unchecked.
27 This is particularly true in light of the specific grooming that took place in this case.

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1 52. Compulsory education laws create a special relationship between students and
2 Defendants, and students have a constitutional guarantee to a safe, secure, and peaceful school
3 environment. Defendants failed to acknowledge and correct unsafe conditions and red flags in
4 Foster’s behavior, and therefore failed to guarantee safe surroundings in an environment in which
5 Plaintiff was not free to leave. Because of the special relationship with Plaintiff, Grossmont had a
6 duty to protect him from peril.

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

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

23 55. Defendants were required but failed to exercise careful supervision of the moral
24 conditions in their school. This duty extended beyond the classroom. Defendants had a duty to put
25 rules and regulations in place to protect their students from the possibility of childhood sexual abuse
26 at the hands of Grossmont’s teachers and staff.

27 56. Defendants had a duty to and failed to adequately train and supervise all counselors,
28 advisors, teachers, administrators, mentors and staff to create a positive, safe, and educational

1 environment, specifically including training to perceive, report and stop inappropriate conduct by
2 other members of the staff, specifically including Foster, with minors. Defendants owed Plaintiff a
3 duty to institute reasonable protective measures to protect Plaintiff and other minor children in their
4 charge from the risk of sexual assault, harassment and molestation by Foster by properly warning,
5 training, or educating Grossmont's staff members about how to spot red flags in other staff members',
6 and specifically Foster's, behavior with minor students.

7 57. By virtue of his unique authority and position as a guidance counselor and teacher,
8 Foster was able to identify vulnerable victims, such as Plaintiff, upon which he could perform sexual
9 assault; to manipulate his authority to procure compliance with his sexual demands from his victims;
10 and to induce the victims to continue to allow the sexual assault. As a guidance counselor and teacher,
11 Foster had unique access to, and held a position of authority among, students who were attending
12 Grossmont, like Plaintiff, and their families who either belonged to and attended Grossmont or
13 approved of their minor children doing so, like Plaintiff's parents.

14 58. Defendants, by and through their agents, servants, and employees, knew or reasonably
15 should have known of Foster's sexually abusive and exploitative propensities and/or that Foster was
16 an unfit agent. It was foreseeable that if Defendants did not adequately exercise or provide the duty
17 of care owed to minors in their care, including but not limited to Plaintiff, the minors entrusted to
18 Defendants' care would be vulnerable to sexual assault by Foster.

19 59. Defendants breached their duty of care to Plaintiff by allowing Foster to come into
20 contact with Plaintiff as a minor without supervision; by failing to properly investigate Foster and the
21 numerous instances of behavior that clearly raised red flags; by failing to supervise and/or stop Foster
22 from committing wrongful sexual acts with minor children, including Plaintiff; by shielding Foster
23 from responsibility for his sexual assault of Plaintiff; by failing to inform or concealing from
24 Plaintiff's parents, guardians, or law enforcement officials that Foster was or may have been sexually
25 abusing minors; by holding out Foster to the Grossmont community at large as being in good standing
26 and trustworthy as a person of stature and integrity; by failing to take reasonable steps or implement
27 reasonable safeguards to protect Plaintiff and other minor children in their charge from the risk of
28 sexual assault, harassment, and molestation, including by failing to enact adequate policies and

1 procedures or failing to ensure their policies and procedures were followed; and by failing to properly
2 warn, train or educate Grossmont's staff members about how to spot red flags in other staff members',
3 and specifically Foster's, behavior with minor students.

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

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

12 **SECOND CAUSE OF ACTION**

13 **NEGLIGENT SUPERVISION AND RETENTION**

14 **(Against All Defendants)**

15 62. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent
16 paragraphs of this Complaint as if fully set forth herein.

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

20 64. As an educational institution entrusted with the care of minors, where all students are
21 entrusted to the teachers, counselors, advisors, mentors, faculty members, and administrators,
22 Grossmont expressly and implicitly represented that these individuals, including Foster, were not a
23 sexual threat to minors and others who would fall under Foster's influence, control, direction, and
24 guidance.

25 65. It is well-settled that a school district, such as Grossmont, has a duty to supervise its
26 students and employees. Supervision requires more than simply the presence of staff or
27 administration on campus. It requires the knowledge and care as an institution as to the types of
28 foreseeable harm that a student may encounter, and protecting against those harms by establishing,

1 implementing, and enforcing adequate policies and procedures. Supervision requires adequate
2 training, adequate staff, and adequate involvement by staff and administration.

3 66. Grossmont failed to provide such supervision to the Plaintiff by allowing Foster to be
4 alone with minor students in violation of its own policies and/or the applicable standard of care.
5 Grossmont failed to take reasonable measures to prevent the grooming and childhood sexual abuse
6 of its students, including Plaintiff.

7 67. On information and belief, Grossmont did not have in place a system or procedure to
8 reasonably investigate, supervise and monitor teachers, nor safeguards designed to prevent pre-sexual
9 grooming and sexual abuse of children. Even if such procedures existed on paper, Grossmont did not
10 implement any system or procedure to oversee or monitor conduct towards minors, students and
11 others in its care during the time period at issue.

12 68. Once hired by Grossmont, Foster undertook to openly and obviously groom multiple
13 students, including Plaintiff. It thus appears that school leadership, staff and employees were not able
14 to recognize the signs of grooming by Foster due to inappropriate training or lack thereof.

15 69. On information and belief, had school leadership and staff been trained to recognize
16 red flags associated with grooming, they would have undertaken to cease, report and stop the behavior
17 of Foster before Plaintiff was actually sexually assaulted, as explained herein.

18 70. By the time Plaintiff was sexually abused by Foster, Grossmont, knew or should have
19 known of the ongoing grooming and abuse of Plaintiff, but due to their lack of training, failed to
20 recognize those signs.

21 71. Defendants were aware or should have been aware of their minor students' significant
22 vulnerability to sexual harassment, molestation and assault by mentors, advisors, teachers,
23 counselors, and other persons of authority within Grossmont.

24 72. Defendants owed Plaintiff a duty to provide reasonable supervision of both Plaintiff
25 and Foster, to use reasonable care in investigating Foster, and to provide adequate warning to Plaintiff
26 and his family, and to families of other minor students who were entrusted to Foster, of Foster's
27 sexually abusive and exploitative propensities and unfitness.

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1 73. Defendants owed Plaintiff a duty not to retain Foster given his proclivity towards
2 pedophilia, which Defendants knew, or should have known had they engaged in a meaningful and
3 adequate investigation of his background, allegations of sexual assault of Plaintiff and other minor
4 students at Grossmont, or red flags in Foster's behavior.

5 74. Defendants, by and through their agents, servants and employees, knew or should have
6 known of Foster's sexually abusive and exploitative propensities and/or that Foster was an unfit
7 agent. Despite such knowledge, Defendants negligently failed to supervise Foster in his position of
8 trust and authority as a teacher and counselor, in which position he was able to commit the wrongful
9 acts against Plaintiff alleged herein. Defendants failed to provide reasonable supervision of Foster,
10 failed to use reasonable care in investigating Foster, and failed to provide adequate warning to
11 Plaintiff and his family regarding Foster's sexually abusive and exploitative propensities and
12 unfitness. Defendants further failed to take reasonable measures to prevent future sexual assault
13 despite clear warning and signs that such sexual assaults were taking place.

14 75. Defendants failed to properly evaluate Foster's conduct and performance as an
15 employee of, or provider of services to Defendants, and failed to exercise the due diligence incumbent
16 upon employers to investigate employee misconduct, or to take appropriate disciplinary action.
17 Defendants negligently continued to retain Foster in service as a guidance counselor and teacher,
18 working or providing services for Defendants, which enabled him to continue engaging in the
19 sexually abusive and predatory behavior described herein.

20 76. Defendants should have known that Foster had engaged in dangerous and
21 inappropriate conduct, and it was reasonably foreseeable that Foster was engaging, or would engage
22 in illicit sexual activities with Plaintiff, under the cloak of his authority, confidence, and trust,
23 bestowed upon him through Defendants.

24 77. Defendants breached their duty to Plaintiff by, *inter alia*, failing to adequately monitor
25 and supervise Foster, failing to stop Foster from committing wrongful sexual acts with minor
26 students, including Plaintiff, and continuing to retain Foster despite clear warning and signs that
27 sexual assaults of minors were taking place.

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1 85. These acts of sexual assault occurred while Plaintiff was under the control and care of
2 Foster in his capacity as a teacher and guidance counselor and while acting specifically on behalf of
3 Grossmont.

4 86. Because of Plaintiff's relationship with Defendants and Plaintiff's age of minority,
5 Plaintiff was unable to terminate the relationship he had with Grossmont and Defendants.

6 87. Defendants, through its employees and agents, denied Plaintiff his rights pursuant to
7 section 51.9 of the Civil Code, and aided, incited, and conspired in the denial of those rights. Plaintiff
8 is informed and believes and thereupon alleges that Defendants were made aware of Foster's sexual
9 assaults of minor students. Further, Plaintiff is informed and believes and thereupon alleges that
10 Defendants, specifically school administration and staff, ratified Foster's conduct and aided and
11 abetted his conduct by (1) allowing Foster to be in a Foster's office at the school with the door locked
12 and the blinds shut with minor students, alone; (2) failing to properly investigate Foster and the
13 numerous instances of behavior that clearly raised red flags; (3) failing to supervise and/or stop Foster
14 from committing wrongful sexual acts with minor children, including Plaintiff; (4) shielding Foster
15 from responsibility for his sexual assault of Plaintiff and other minors; (5) failing to inform or
16 concealing from Plaintiff's parents, guardians, or law enforcement officials that Foster was or may
17 have been sexually abusing minors; (6) holding out Foster to the Grossmont community at large as
18 being in good standing and trustworthy as a person of stature and integrity; (7) failing to take
19 reasonable steps or implement reasonable safeguards to protect Plaintiff and other minor children in
20 their charge from the risk of sexual assault, harassment, and molestation, including by failing to enact
21 adequate policies and procedures or failing to ensure their policies and procedures were followed;
22 and (8) failing to properly warn, train or educate Grossmont's staff members about how to spot red
23 flags in other staff members', and specifically Foster's, behavior with minor students.

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

27 89. As a result of the above-described conduct, Plaintiff has suffered and continues to
28 suffer in many ways, including but not limited to pain of mind and body, emotional distress, physical

1 manifestations of emotional distress, anxiety, depression, a lost sense of trust, and was prevented and
2 will continue to be prevented from performing daily activities and obtaining the full enjoyment of
3 life.

4 90. Plaintiff also seeks appropriate statutory penalties pursuant to section 52 of the Civil
5 Code.

6 **PRAYER FOR RELIEF**

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

- 8 1. For past, present, and future general damages in an amount to be determined at trial;
9 2. For past, present, and future special damages, including but not limited to economic
10 damages, and others in an amount to be determined at trial;
11 3. Any appropriate statutory damages;
12 4. For cost of suit;
13 5. For interest as allowed by law; and
14 6. For attorney's fees pursuant to Code of Civil Procedure section 1021.5 and Civil Code
15 sections 51.9(b), or otherwise as allowable by law; and
16 7. For such other and further relief as the Court may deem proper.

17
18 DATED: November 16, 2021

GREENBERG GROSS LLP

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20 By: _____
21 Brian L. Williams
22 Jemma E. Dunn
23 Bailee B. Pelham

Attorneys for Plaintiff Shawn Alvin Morris

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DEMAND FOR JURY TRIAL

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

DATED: November 16, 2021

GREENBERG GROSS LLP

By: _____

Brian L. Williams

Jemma E. Dunn

Bailee B. Pelham

Attorneys for Plaintiff Shawn Alvin Morris