

1 Daniel M. Gilleon (SBN 195200)  
2 Samuel A. Clemens (SBN 285919)  
3 Gilleon Law Firm APC  
4 1320 Columbia Street, Suite 200  
5 San Diego, CA 92101  
6 Tel: 619.702.8623/Fax: 619.374.7040  
7 Email: [dan@gilleon.com](mailto:dan@gilleon.com)

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

5 Monica C. Marquez (SBN 118173)  
6 Law Office of Monica C. Marquez  
7 169 Saxony Road, Suite 112  
8 Encinitas, CA 92024  
9 Tel: 760.753.0505/Fax: 760.753.6212

Attorneys for Plaintiff Jane Doe

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  
(Central – Hall of Justice)**

JANE DOE,

Plaintiff,

vs.

GROSSMONT UNION HIGH SCHOOL  
DISTRICT, and DOES 1 to 20,

Defendants.

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**03/10/2023** at 04:24:00 PM  
Clerk of the Superior Court  
By Brandon Krause, Deputy Clerk

**CASE NO.:37-2022-00046947-CU-PO-CTL**

**FIRST AMENDED COMPLAINT FOR:**

- 1. Sexual/Simple Battery;**
- 2. Negligence;**
- 3. Negligent Supervision;**
- 4. Negligent Hiring/Retention;**
- 5. Negligent Failure To Warn, Train, or Educate;**
- 6. Discrimination Based on Sex [Ed. Code § 220]; and**
- 7. Breach of Mandatory Duty [Pen. Code § 11164 et seq.]**

///

///

///

///

///

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

Plaintiff Jane Doe alleges:

**GENERAL ALLEGATIONS**

1. Plaintiff, Jane Doe ("Doe" or "Plaintiff"), is an adult individual, residing in San Diego County.

2. Defendant Grossmont Union High School District ("GUHSD") is a government entity. The sexual abuse of Plaintiff, as alleged herein, occurred at Grossmont High School ("GHS"), which is within the jurisdiction of GUHSD.

3. The perpetrator of the sexual abuse at issue in this action, John Neill ("Neill"), was, at all times relevant, an employee of GUHSD and acted in the course and scope of such employment. Neill gained access to Plaintiff through his job-related employment activities at GHS, and was under the direct supervision, employ and control of GUHSD and Does 1 through 20.

4. Plaintiff does not know the names of Does 1 through 20. The true names and capacities, whether individual or otherwise, of defendants Does 1 through 20 are unknown to Plaintiff who, therefore, sues them by such fictitious names under CCP § 474. Plaintiff is informed and believes that each of the defendants is responsible in some manner for the acts of omissions alleged in this complaint or caused her damages. Collectively, GUHSD and Does 1 through 20 may be jointly referred to as "Defendants."

5. Plaintiff submitted a tort claim to GUHSD on or about April 18, 2022. The tort claim was rejected on or about May 11, 2022. Plaintiff has exhausted all administrative remedies and has the right to sue now.

6. At all material times, all of the Defendants conspired with, aided, incited, abetted, authorized, and ratified all of the actions of all of the other Defendants. Plaintiff is informed and believes, and based thereupon alleges, that at all material times, Defendants, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants. Whenever and wherever reference is made in this Complaint to any

1 act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be  
2 deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly and  
3 severally.

4 7. The allegations contained in this Complaint relate to damages Plaintiff sustained  
5 while she was a minor student enrolled in and attending her senior year of high school at GHS,  
6 located in El Cajon, California. At all relevant times, GUHSD and its employees and agents owed  
7 Doe a special duty of care protect her from harm when she was entrusted to their care by Plaintiff's  
8 parents.

9 8. At all relevant times, GUHSD employed Neill as a teacher and mentor, and was  
10 assigned to work at GHS. Doe was familiar with Neill through school. At all relevant times, Neill  
11 was acting within the course and scope of his employment with GUHSD, as a teacher. At all  
12 relevant times, Plaintiff was designated as a student with special needs, with and Individual  
13 Education Plan ("IEP").

14 9. During her senior year at GHS, in Fall, 2021, Plaintiff was a student in Neill's  
15 government class, and she was also Neill's student assistant in his third period class. As a student  
16 assistant, Plaintiff developed a relationship of trust with Neill. Plaintiff looked up to Neill as a  
17 mentor and confided in him certain personal matters in her life.

18 10. On or about October 27, 2021, Doe was in Neill's class and she requested permission  
19 to leave the classroom to use the bathroom. As she got up to exit the classroom, Neil approached,  
20 sexually battered her, and touched her in a sexually inappropriate manner, by, for example, placing  
21 his hands under Doe's waist band, touching her skin; and pressing his body up against Doe's from  
22 behind. Neill also looked down Doe's top and made a sexually charged comment about her  
23 appearance, stating that she was "showing," bringing attention to Plaintiff's breasts and cleavage.  
24 Neill then whispered more sexually charged comment's about Doe's breasts into her ear, and added  
25 that he "loved" her and wanted to know if Doe knew this. Doe started to move away from Neill and  
26 as she did, Neill slapped Doe's buttocks twice.

27 11. Doe left the classroom and was noticeably scared and upset. She immediately reported  
28 the incident to the school staff and administration.

1           12.     Doe’s father was informed of the incident and he also contacted the school staff and  
2 administration to report the incident.

3           13.     Based on information and belief, GUHSD failed to report Neill's sexual misconduct  
4 as required under the Child Abuse and Neglect Reporting Act (“CANRA”).

5           14.     GUHSD conducted a brief investigation and suspended Neill for a period of one  
6 week. Thereafter, GUHSD allowed Neill to return to the classroom at GHS for the remainder of the  
7 academic school year. By doing so, GUHSD ratified Neill’s egregious sexual and criminal  
8 misconduct and also discriminated against and deprived Doe of her constitutional right to an  
9 education, in deliberate indifference to her rights and safety.

10          15.     Doe did not return to school after this incident and was forced to complete her senior  
11 year at home for the remaining eight months of the academic school year.

12          16.     Based on information and belief, prior to October 27, 2021, Neill would frequently  
13 stare at female students, make inappropriate comments about female students' physical appearance  
14 and make comments to other female students in his class about their appearance and his personal  
15 opinions concerning perceived violations of dress code.

16          17.     Based on information and belief, prior to October 27, 2021, Neill touched other  
17 female students in a sexually inappropriate manner and the school and school district knew or should  
18 have known about these incidents.

19   **FIRST CAUSE OF ACTION**  
20   **(Sexual/Simple Battery Against All Defendants)**

21          18.     Plaintiff re-alleges paragraphs 1 through 17.

22          19.     As alleged *supra*, Neill committed a sexual battery on Doe without her consent by  
23 touching her buttocks and committing other harmful and offensive touching of her sexual organs as  
24 alleged above. In the alternative, Neil committed a battery on Doe without her consent by harmful  
25 and offensive touching of her body as alleged above.

26          20.     As a legal result of the sexual battery, Doe suffered damages, and will continue to  
27 suffer damages, including but not limited to, past and future medical expenses, past and future lost  
28 earnings and earning capacity, pain, suffering, emotional distress, mental anguish, and

1 embarrassment.

2 21. GHS, GUHSD and Does 1 through 20 breached their duties to Plaintiff. GUHSD and  
3 GHS employees, agents and administrators conspired with, aided, abetted, assisted, incited,  
4 authorized, conspired with, and ratified Neill's sexual battery of Plaintiff by doing nothing to  
5 investigate, supervise, or monitor Neill once they knew or should have known of his dangerous or  
6 exploitive tendencies, and further failed to investigate Neill's misconduct after it was reported to  
7 them and failed to discipline Neill or take any action to protect Doe or prevent further misconduct  
8 by Neill by allowing him to almost immediately return to the classroom where he could abuse more  
9 students.

10 **SECOND CAUSE OF ACTION**  
11 **(Negligence, Failure to Protect, Against GUHSD and Does 1-20)**

12 22. Plaintiff re-alleges paragraphs 1 through 21.

13 23. Defendants had a duty to protect the minor Plaintiff when she was entrusted to their  
14 care by Plaintiff's parents. Plaintiff's care, welfare, and/or physical custody was temporarily  
15 entrusted to Defendants and Defendants voluntarily accepted the entrusted care of Plaintiff. As such,  
16 Defendants owed Plaintiff, a minor child, a special duty of care, in addition to a duty of ordinary  
17 care, and owed Plaintiff the higher duty of care that adults dealing with children, and schools with  
18 their students, owe to protect them from harm.

19 24. Defendants knew or reasonably should have known of Neill's dangerous and  
20 exploitive propensities, as described above, and/or that Neill was an unfit agent. It was foreseeable  
21 that if Defendants did not adequately exercise or provide the duty of care owed to children in their  
22 care, including but not limited to Plaintiff, the children entrusted to Defendants' care would be  
23 vulnerable to sexual abuse by Neill.

24 25. Defendants breached their duty of care to the minor Plaintiff, including but not  
25 limited to: 1) by allowing Neill to come into contact with the minor Plaintiff without adequate  
26 supervision; 2) by failing to adequately hire, supervise, or retain Neill who they permitted and  
27 enabled to have access to Plaintiff; 3) by failing to investigate or otherwise confirm facts in their  
28 knowledge about Neill; 4) by failing to tell or concealing from Plaintiff's parents, guardians, or law

1 enforcement officials that Neill was or may have been sexually abusing minors; 5) by failing to tell  
2 or concealing from Plaintiff's parents, guardians, or law enforcement officials that Plaintiff was or  
3 may have been sexually abused by Neill after Defendants knew or had reason to know that Neill may  
4 have sexually abused Plaintiff or others thereby enabling Plaintiff to continue to be endangered and  
5 sexually abused; 6) by creating the circumstance where Plaintiff was less likely to receive  
6 medical/mental health care and treatment, thus exacerbating the harm done to Plaintiff; and/or 6) by  
7 holding out Neill to the Plaintiff and her parents or guardians as being in good standing and  
8 trustworthy.

9 26. As a result of the above-described conduct, Plaintiff has suffered, and continues to  
10 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional  
11 distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; has  
12 suffered and continues to suffer spiritually; was prevented and will continue to be prevented from  
13 performing Plaintiff's daily activities and obtaining the full enjoyment of life; has sustained and will  
14 continue to sustain loss of earnings and earning capacity; and/or has incurred and will continue to  
15 incur expenses for medical and psychological treatment, therapy, and counseling.

16 **THIRD CAUSE OF ACTION**  
17 **(Negligent Supervision Against GUHSD and Does 1-20)**

18 27. Plaintiff re-alleges paragraphs 1 through 26.

19 28. Defendants had a duty to provide reasonable supervision of Neill; to use reasonable  
20 care in investigating Neill; and to provide adequate warning to the Plaintiff, the Plaintiff's family,  
21 and minor students of Neill's dangerous propensities and unfitness.

22 29. Defendants, by and through their agents, servants and employees, knew or reasonably  
23 should have known of Neill's dangerous and exploitive propensities and/or that Neill was an unfit  
24 agent. Despite such knowledge, Defendants negligently failed to supervise Neill in the position of  
25 trust and authority as a school teacher, counselor, surrogate parent, emotional mentor, and/or other  
26 authority figure, where he was able to commit the wrongful acts against Plaintiff. Defendants failed  
27 to provide reasonable supervision of Neill, failed to use reasonable care in investigating Neill, and  
28 failed to provide adequate warning to Plaintiff and Plaintiff's family of Neill's dangerous propensities

1 and unfit. Defendants further failed to investigate, discipline, and take reasonable measures to  
2 prevent future sexual abuse.

3 30. As a result of the above-described conduct, Plaintiff has suffered, and continues to  
4 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional  
5 distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; has  
6 suffered and continues to suffer spiritually; was prevented and will continue to be prevented from  
7 performing Plaintiff's daily activities and obtaining the full enjoyment of life; has sustained and will  
8 continue to sustain loss of earnings and earning capacity; and/or has incurred and will continue to  
9 incur expenses for medical psychological treatment, therapy, and counseling.

10 **FOURTH CAUSE OF ACTION**  
11 **(Negligent Hiring/Retention Against GUHSD and Does 1-20)**

12 31. Plaintiff re-alleges paragraphs 1 through 30.

13 32. Defendants had a duty to not hire and/or retain Neill, and other employees, agents,  
14 volunteers, and other representatives, given Neill's dangerous and exploitive propensities.

15 33. Defendants, by and through their agents, servants and employees, knew or reasonably  
16 should have known of Neill's dangerous and exploitive propensities and/or that Neill was an unfit  
17 agent. Despite such knowledge, Defendants negligently failed to supervise Neill in the position of  
18 trust and authority as a school teacher, counselor, surrogate parent, emotional mentor, and/or other  
19 authority figure, where he was able to commit the wrongful acts against Plaintiff. Defendants failed  
20 to provide reasonable supervision of Neill, failed to use reasonable care in investigating Neill, and  
21 failed to provide adequate warning to Plaintiff and Plaintiff's family of Neill's dangerous propensities  
22 and unfit. Defendants further failed to investigate, discipline, and take reasonable measures to  
23 prevent future sexual abuse.

24 34. As a result of the above-described conduct, Plaintiff has suffered, and continues to  
25 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional  
26 distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; has  
27 suffered and continues to suffer spirituality; was prevented and will continue to be prevented from  
28 performing Plaintiff's daily activities and obtaining the full enjoyment of life; has sustained and will



1 continue to sustain loss of earnings and earning capacity; and/or has incurred and will continue to  
2 incur expenses for medical and psychological treatment, therapy, and counseling.

3 **FIFTH CAUSE OF ACTION**  
4 **(Negligent Failure to Warn, Train, Or Educate Plaintiff, Against GUHSD and Does 1-20)**

5 35. Plaintiff re-alleges paragraphs 1 through 34.

6 36. Defendants breached their duty to take reasonable protective measures to protect  
7 Plaintiff and other minor students from the risk of childhood sexual abuse by Neill, such as the  
8 failure to properly warn, train, or educate Plaintiff and other minor students about how to avoid such  
9 a risk.

10 37. As a result of the above-described conduct, Plaintiff has suffered, and continues to  
11 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional  
12 distress, embarrassment, loss of self-esteem; disgrace, humiliation, and loss of enjoyment of life;  
13 has suffered and continues to suffer spiritually; was prevented and will continue to be prevented  
14 from performing Plaintiffs daily activities and obtaining the full enjoyment of life; has sustained and  
15 will continue to sustain loss of earnings and earning capacity; and/or has incurred and will continue  
16 to incur expenses for medical and psychological treatment, therapy, and counseling.

17 **SIXTH CAUSE OF ACTION**  
18 **(Violation of Education Code § 220 Against GUHSD and Does 1-20)**

19 38. Plaintiff re-alleges paragraphs 1 through 37.

20 39. During Plaintiff's time as a student at GHS, Neill intentionally, recklessly, and  
21 wantonly made sexual advances, sexual solicitations, sexual comments and sexual requests and  
22 engaged in other visual, verbal or physical conduct of a sexual nature based on Plaintiff's gender that  
23 were unwelcome, pervasive and severe, including but not limited to sexually abusing Doe, all while  
24 Neill was acting in the course and scope of his agency with GHS, GUHSD, and Does 1 through 20.

25 40. Because GUHSD and its administrators, employees, and agents failed and refused  
26 to investigate, supervise, or monitor Neill once they knew or should have known of his dangerous  
27 or exploitive tendencies, emotional issues, and inappropriate relationships and comments, as alleged  
28 above, GUHSD and its employees intentionally discriminated against Doe because of her sex. The



1 discrimination based on her gender was so severe, pervasive, and offensive that it effectively and  
2 actually deprived her of the right of equal access to educational benefits and opportunities.

3 41. Neill, GUHSD, and its administrators, employees, and agents intentionally  
4 discriminated against Doe because of her sex that was so severe, pervasive, and offensive that it  
5 effectively and actually deprived her of her right of equal access to educational benefits and  
6 opportunities. At all relevant times, GUHSD, and its administrators, employees, and agents had  
7 actual knowledge of such discrimination and harassment and they responded unreasonably and acted  
8 with deliberate indifference in the face of that knowledge, including but not limited to in the  
9 following ways: 1) by allowing Neill to come into contact with the minor Plaintiff without  
10 supervision; 2) by failing to adequately hire, supervise, or retain Neill who they permitted and  
11 enabled to have access to Plaintiff; 3) by failing to investigate or otherwise confirm facts in their  
12 knowledge about Neill; 4) by failing to tell or concealing from Plaintiff's parents, guardians, or law  
13 enforcement officials that Neill was or may have been sexually abusing minors; 5) by failing to tell  
14 or concealing from Plaintiff's parents, guardians, or law enforcement officials that Plaintiff was or  
15 may have been sexually abused by Neill after Defendants knew or had reason to know that Neill may  
16 have sexually abused Plaintiff thereby enabling Plaintiff to continue to be endangered and sexually  
17 abused; 6) by creating the circumstance where Plaintiff was less likely to receive medical/mental  
18 health care and treatment, thus exacerbating the harm done to Plaintiff; and/or 6) by holding out  
19 Neill to the Plaintiff and her parents or guardians as being in good standing and trustworthy.

20 42. As a legal result of this deliberate indifference, Doe suffered economic and non-  
21 economic damages, including medical expenses, lost wages, and general damages for emotional  
22 distress.

23 **SEVENTH CAUSE OF ACTION**  
24 **(Violation of Education Code § 220 Against GUHSD and Does 1-20)**

25 43. Plaintiff re-alleges paragraphs 1 through 42.

26 44. Under CANRA, GUHSD, GHS, Does 1-20 and their employees and agents were  
27 mandatory reporters and were required by law to report the sexual abuse of Doe pursuant to  
28 applicable procedures and failed to do so after they knew, or should have known, of the sexual abuse.

1 In addition to failing to report under CANRA, Defendants failed to investigate, discipline, or  
2 otherwise take any action to prevent further sexual abuse, after they knew or should have known  
3 about such abuse, including allowing Neill to return to the classroom and forcing Doe to complete  
4 school at home.

5 45. As a result of the failure to report, Doe suffered economic and non-economic  
6 damages, including medical expenses, lost wages, and general damages for emotional distress.

7 **REQUEST FOR RELIEF**

8 Therefore, Plaintiff Jane Doe requests judgment against defendants Grossmont Union High  
9 School District and Does 1 to 20 as follows:

- 10 a. Special and general damages according to proof;
- 11 b. Civil penalties allowable by law;
- 12 c. Attorney's fees allowable by law, including but not limited to under Civil  
13 Code § 52;
- 14 d. Costs of court; and
- 15 e. Other further relief.

16  
17 Date: March 10, 2023

Gilleon Law Firm, APC

18  
19 *Samuel A. Clemens*  
20 Samuel A. Clemens, Attorneys for Plaintiff  
Jane Doe

1 **Jane Doe v. Grossmont Union High School District, et al.**  
SDSC Case No. 37-2022-00046947-CU-PO-CTL

2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

4 I, the undersigned, whose address is 1320 Columbia Street, Suite 200, San Diego, California  
5 92101, certify:

6 That I am, and at all times hereinafter mentioned was, more than 18 years of age and not a  
7 party to this action;

8 That on March 10, 2023, I served the within:

9 **1. FIRST AMENDED COMPLAINT**

10 on all interested parties in said action: **SEE ATTACHED SERVICE LIST**

11  **(VIA U.S. MAIL)** I placed  the original  a true copy thereof enclosed in a sealed  
12 envelope(s) addressed as stated on the attached mailing list and placing such envelope(s)  
13 with prepaid first class postage fees thereon, in the United States Mail at San Diego on this  
date following ordinary business practices.

14  **(VIA UPS OVERNIGHT)** I placed  the original  a true copy thereof enclosed in a sealed  
15 envelope(s) addressed as stated on the attached mailing list and placing such envelope(s)  
16 with prepaid postage fees thereon, in a specially marked UPS shipping kiosk at San Diego  
on this date following ordinary business practices.

17  **(VIA FACSIMILE TRANSMISSION)** I transmitted a true copy thereof via facsimile on  
18 all interested parties to the action for immediate delivery to the facsimile numbers stated on  
the attached mailing list.

19  **(VIA ELECTRONIC MAIL TRANSMISSION)** I transmitted a true copy thereof via  
20 electronic mail transmission on all interested parties to the action for immediate delivery to  
the attached mailing list.

21  **(VIA PERSONAL SERVICE)** Personally served/Delivered to the addressed stated on the  
attached mailing list via a reputable San Diego Attorney Service.

22 I declare under penalty of perjury under the laws of California that the foregoing is true and  
23 correct.

24 Dated: March 10, 2023

*Ana V. Vazquez*  
\_\_\_\_\_  
Ana V. Vazquez

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

**Service List**

Jennifer S. Creighton  
Winet Patrick Gayer Creighton & Hanes  
1215 West Vista Way  
Vista, CA 92083  
Phone: 760.758.4261  
Fax: 760.758.6420  
Email: [jcreighton@wpgch.com](mailto:jcreighton@wpgch.com)  
[amenshek@wpgch.com](mailto:amenshek@wpgch.com)  
Attorney for Defendant Grossmont Union High School District

1 JENNIFER S. CREIGHTON (State Bar No. 202799)  
2 WINET PATRICK GAYER CREIGHTON & HANES  
3 1215 WEST VISTA WAY  
4 VISTA, CALIFORNIA 92083-6227  
5 Telephone: (760) 758-4261  
6 Email: jcreighton@wpgch.com

7 Attorneys for Defendant Grossmont Union High School District

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**03/30/2023** at 09:21:00 AM  
Clerk of the Superior Court  
By Marfil Estrada, Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN DIEGO, CENTRAL

10  
11 JANE DOE,

12 Plaintiff,

13 vs.

14 GROSSMONT UNION HIGH SCHOOL  
15 DISTRICT, and DOES 1 to 20, inclusive,

16 Defendant.

CASE NO. 37-2022-00046947-CU-PO-CTL  
ACTION DATE: 10/28/2022  
I/C JUDGE: Hon. Richard S. Whitney  
Dept. C-68

[IMAGED FILE]

**ANSWER TO FIRST AMENDED  
COMPLAINT**

**[Defendant and its employees are exempt  
from filing fees pursuant to Government  
Code § 6103]**

17  
18  
19 COMES NOW Defendant GROSSMONT UNION HIGH SCHOOL DISTRICT, and  
20 severing itself from all Co-Defendants, in answer to the First Amended Complaint on file herein,  
21 as follows:

22 1. Inasmuch as the First Amended Complaint is not verified under the provisions of  
23 Section 431.30 of the California Code of Civil Procedure, this answering Defendant denies  
24 generally each, every and all of the allegations in said Complaint, and the whole thereof, including  
25 denial of all sums and amounts alleged, to be alleged or otherwise.

26 2. Further answering said First Amended Complaint and the whole thereof, this  
27 answering Defendant denies that the Plaintiff has sustained or will sustain any injury, damage or  
28 loss by reason of any act, omission, or negligence, or any other conduct or absence thereof, on the

1 part of this answering Defendant, or any agent, servants, or employee of this answering Defendant,  
2 and denies that Defendant was negligent, careless, reckless, acted unlawfully, or was guilty of any  
3 other wrongful act or omission whatsoever.

4 **FIRST AFFIRMATIVE DEFENSE**

5 **(Fails to State Facts Sufficient to Constitute a Cause of Action)**

6 3. As and for a First, separate and affirmative defense to the First Amended Complaint  
7 and to each purported cause of action contained therein, this answering Defendant alleges: That  
8 the Complaint, and each purported cause of action contained therein, fails to state facts sufficient  
9 to constitute a cause of action against the answering Defendant.

10 **SECOND AFFIRMATIVE DEFENSE**

11 **(Offset and Civil Code § 1431.2)**

12 4. As and for a Second, separate and affirmative defense to the First Amended  
13 Complaint and to each purported cause of action contained therein, this answering Defendant  
14 alleges: That pursuant to Civil Code § 1431.2 (Prop. 51) and other provisions of California law  
15 that this answering Defendant is entitled to appropriate set-offs, including John Neill being placed  
16 on the jury verdict form and being liable for his percentage of non-economic damages, with the  
17 Grossmont Union High School District entitled to all appropriate set-offs under California law.

18 **THIRD AFFIRMATIVE DEFENSE**

19 **(Failure of Complaint to Correspond with Claim)**

20 5. As and for a Third, separate and affirmative defense to the First Amended  
21 Complaint and to each purported cause of action contained therein, this answering Defendant  
22 alleges: That the allegations in the Complaint do not correspond with the government claim, and  
23 therefore Plaintiff is not entitled to recovery for those claims.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 **(Untimely Government Claim)**

26 6. As and for a Fourth, separate and affirmative defense to the First Amended  
27 Complaint and to each purported cause of action contained therein, this answering Defendant

28 ///

1 alleges: That the Plaintiff's government claims are untimely and incomplete thereby barring  
2 Plaintiff's right to recovery.

3 **FIFTH AFFIRMATIVE DEFENSE**

4 **(Statute of Limitations)**

5 7. As and for a Fifth, separate and affirmative defense to the First Amended  
6 Complaint and to each purported cause of action contained therein, this answering Defendant  
7 alleges: That Plaintiff's claims are barred by the applicable statute of limitations, including  
8 Government Code § 911.2 and Code of Civil Procedure § 340.1.

9 **SIXTH AFFIRMATIVE DEFENSE**

10 **(Damages are Denied and Unforeseeable)**

11 8. As and for a Sixth, separate and affirmative defense to the First Amended  
12 Complaint and to each purported cause of action contained therein, this answering Defendant  
13 alleges: That the injuries claimed by Plaintiff are denied and unforeseeable to this answering  
14 Defendant.

15 **SEVENTH AFFIRMATIVE DEFENSE**

16 **(Government Immunity)**

17 9. As and for a Seventh, separate and affirmative defense to the First Amended  
18 Complaint and to each purported cause of action contained therein, this answering Defendant  
19 alleges: That the claims asserted by Plaintiff against this answering Defendant are barred by the  
20 doctrine of government immunity.

21 **EIGHTH AFFIRMATIVE DEFENSE**

22 **(Discretionary Acts Immunity)**

23 10. As and for an Eighth, separate and affirmative defense to the First Amended  
24 Complaint and to each purported cause of action contained therein, this answering Defendant  
25 alleges: That the acts and/or omissions of Defendant, if any, were discretionary acts entitling the  
26 Defendant to immunity for those acts or omissions.

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

**NINTH AFFIRMATIVE DEFENSE**

**(Failure to Exhaust All Administrative Remedies)**

11. As and for a Ninth, separate and affirmative defense to the First Amended Complaint, and to each purported cause of action contained therein, this answering Defendant alleges: That Plaintiff failed to exhaust all administrative remedies prior to filing suit, thereby barring her claims.

**TENTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate)**

12. As and for a Tenth, separate and affirmative defense to the First Amended Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That Plaintiff's conduct rather than conduct of the Defendant proximately caused the losses alleged as Plaintiff failed to exercise reasonable care and diligence to avoid loss and avoid damages incurred, if any, as a result of the events alleged in Plaintiff's First Amended Complaint, and Plaintiff cannot recover for losses which might have been prevented by exercise of reasonable efforts and expenditures to avoid such loss.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Government Code § 985)**

13. As and for an Eleventh, separate and affirmative defense to the First Amended Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That Defendant denies liability for any of Plaintiff's claims, but if Plaintiff is successful at obtaining any type of damage award against Defendant Grossmont Union High School District, the Defendant requests the court order damages be paid pursuant to the provisions of Government Code §985.

**TWELFTH AFFIRMATIVE DEFENSE**

**(No Legal Cause)**

14. As and for a Twelfth, separate and affirmative defense to the First Amended Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That this answering Defendant was not the legal cause of Plaintiff's injuries and damages.

1 **THIRTEENTH AFFIRMATIVE DEFENSE**

2 **(No Statutory Liability)**

3 15. As and for a Thirteenth, separate and affirmative defense to the First Amended  
4 Complaint and to each purported cause of action contained therein, this answering Defendant  
5 alleges: That the Complaint does not state a proper statutory basis for liability against this  
6 answering Defendant.

7 **FOURTEENTH AFFIRMATIVE DEFENSE**

8 **(School District is not Vicariously Liable)**

9 16. As and for a Fourteenth, separate and affirmative defense to the First Amended  
10 Complaint and to each purported cause of action contained therein, this answering Defendant  
11 alleges: That the School District is not vicariously liable for the intentional acts of John Neill.

12 **FIFTEENTH AFFIRMATIVE DEFENSE**

13 **(Outside Scope of Employment/No Vicarious Liability)**

14 17. As and for a Fifteenth, separate and affirmative defense to the First Amended  
15 Complaint and to each purported cause of action contained therein, this answering Defendant  
16 alleges: That the acts alleged against John Neill were intentional acts by him, outside the course  
17 and scope of his employment, and do not subject this answering Defendant to vicarious liability.

18 **SIXTEENTH AFFIRMATIVE DEFENSE**

19 **(Failure to Establish Individual Knowledge by District Employee)**

20 18. As and for a Sixteenth, separate and affirmative defense to the First Amended  
21 Complaint and to each purported cause of action contained therein, this answering Defendant  
22 alleges: That Plaintiffs cannot establish knowledge of actions by John Neill by any individual  
23 employee of the District other than John Neill.

24 **SEVENTEENTH AFFIRMATIVE DEFENSE**

25 **(Apportionment of Fault)**

26 19. As and for a Seventeenth, separate and affirmative defense to the First Amended  
27 Complaint and to each purported cause of action contained therein, this answering Defendant  
28 alleges: This answering Defendant denies that Defendant was negligent in any fashion with

1 respect to the damages, losses, injuries and debts claimed by the Plaintiff in the First Amended  
2 Complaint on file herein; however, if this answering Defendant is found to be negligent (which  
3 supposition is denied and merely stated for the purpose of this affirmative defense), then this  
4 answering Defendant provisionally alleges that Defendant's negligence is not the sole and  
5 proximate cause of the resultant damages, losses and injuries alleged by Plaintiff in that the  
6 damages awarded to Plaintiff, if any, to be apportioned according to the respective fault of the  
7 parties, persons, and entities, or their agents, servants, and employees who contributed to and/or  
8 caused said resultant damages as alleged, according to the proof presented at the time of trial. That  
9 to assess any greater percentage of fault and damages against this answering Defendant in excess  
10 of Defendant's percentage of fault would be a denial of California equal protection and due process  
11 and Federal equal protection and due process, all guaranteed by the respective constitutions.

12 **EIGHTEENTH AFFIRMATIVE DEFENSE**

13 **(No Claim for Breach of Mandatory Duty or Negligence Per Se)**

14 20. As and for an Eighteenth, separate and affirmative defense to the First Amended  
15 Complaint and to each purported cause of action contained therein, this answering Defendant  
16 alleges: That the First Amended Complaint does not allege a cause of action for breach of  
17 mandatory duty, no such cause of action has been pled, and the statutes and regulations relied upon  
18 by Plaintiff do not constitute mandatory/obligatory duties, or were not enacted for the type of  
19 injuries for which Plaintiff claims, and are not causally related to the claims of Plaintiff. Further,  
20 such statutes and regulations do not constitute negligence per se and are subject to a motion to  
21 strike/summary adjudication.

22 **NINETEENTH AFFIRMATIVE DEFENSE**

23 **(No Cause of Action for Negligent Supervision of Students)**

24 21. As and for a Nineteenth, separate and affirmative defense to the First Amended  
25 Complaint and to each purported cause of action contained therein, this answering Defendant  
26 alleges: That Plaintiff has not and cannot allege that Plaintiff's damages were caused based upon  
27 the negligent supervision of any student, including Plaintiff.

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

**TWENTIETH AFFIRMATIVE DEFENSE**

**(No Reasonable Suspicion of Child Abuse by Employees of GUHSD)**

22. As and for a Twentieth, separate and affirmative defense to the First Amended Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That none of the employees of Grossmont Union High School District had reasonable suspicion that Plaintiff was subject to child abuse or had suffered any injury or incident which would trigger their mandated reporting obligations.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

**(Criminal Activity of John Neill)**

23. As and for a Twenty-First, separate and affirmative defense to the First Amended Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That Plaintiff's claims are barred against this answering Defendant because Plaintiff's injuries and damages, if any, were caused by the criminal acts of John Neill.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

**(Reasonable Precautions Taken)**

24. As and for a Twenty-Second, separate and affirmative defense to the First Amended Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That this answering Defendant and its employees took reasonable precautions against any risk of injury or damage prior to the subject incident.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

**(Intervening, Superseding Actions of Others)**

25. As and for a Twenty-Third, separate and affirmative defense to the First Amended Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That Plaintiff's claims are barred due to the intervening, superseding actions of third parties.

///  
///  
///

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

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

**(No Notice of Unfitness of Employees)**

26. As and for a Twenty-Fourth, separate and affirmative defense to the First Amended Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That this answering Defendant had no notice of any employees involved in the alleged incidents at issue in the Complaint were unfit for employment with the School District.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

**(Acts of Third Parties)**

27. As and for a Twenty-Fifth, separate and affirmative defense to the First Amended Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That Plaintiff's damages, if any, were proximately caused by the negligent, reckless, or intentional acts of third parties as to whom this answering Defendant has neither the right, duty, nor the opportunity to exercise control over and who acted without the knowledge, participation, ratification, or approval of this answering Defendant.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

**(Government Code § 815)**

28. As and for a Twenty-Sixth, separate and affirmative defense to the Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That this answering Defendant is not liable to Plaintiff for the injuries and damages claimed pursuant to Government Code § 815(a) and (b).

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

**(District Not Liable For Employee Intentional Act)**

29. As and for an Twenty-Seventh, separate and affirmative defense to the Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That the actions of John Neill were not foreseeable, and that his actions were outside the course and scope of his employment with the Grossmont Union High School District.

///

///

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

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

**(No Claim for Common Law Negligence)**

30. As for a Twenty-Eighth, separate and affirmative defense to the Complaint and each purported cause of action contained therein, this answering Defendant alleges: that the claim for general negligence against this answering Defendant is not permissible under California law and Government Code § 815.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

**(School District Liability Must be Based on Evidence of Negligent Hiring  
Supervision or Retention)**

31. As for a Twenty-Ninth, separate and affirmative defense to the Complaint and each purported cause of action contained therein, this answering Defendant alleges: that the School District's liability must be based on evidence of negligent hiring, supervision or retention, not on assumptions or speculation. C.A. v. William S. Hart Union High School District (2012) 53 Cal.4th 861, 878.

**THIRTIETH AFFIRMATIVE DEFENSE**

**(No Per Se Presumptions of Liability of School District Based Upon Sexual  
Assault Act by School District Employee)**

32. As for a Thirtieth, separate and affirmative defense to the Complaint and each purported cause of action contained therein, this answering Defendant alleges: that the fact that a School District employee committed sexual misconduct with a student does not of itself establish or raise any presumption that the employing district bears liability for the resulting injuries. C.A. v. William S. Hart Union High School District (2012) 53 Cal.4th 861, 878.

**THIRTY-FIRST AFFIRMATIVE DEFENSE**

**(No Liability for Criminal Act of Third Parties Without Actual Notice of Dangerous  
Propensities)**

33. As and for a Thirty-First, separate and affirmative defense to the Complaint and to each purported cause of action contained therein, this answering Defendant alleges: That Defendant cannot be liable for the criminal acts of third parties even when that party is under

1 defendant's supervision, when the defendant had no actual knowledge of the third party's  
2 dangerous or assaultive propensities. Romero v. Superior Court (2001) 89 Cal.App.4th 1068.

3 **THIRTY-SECOND AFFIRMATIVE DEFENSE**

4 **(Reserved Affirmative Defense)**

5 34. As and for a Thirty-Second, separate and affirmative defense to the First Amended  
6 Complaint and to each purported cause of action contained therein, this answering Defendant  
7 alleges: That Defendant presently has insufficient knowledge or insufficient information upon  
8 which to form a belief as to whether it may have additional, yet unasserted, affirmative defenses.  
9 Defendant therefore reserves the right to assert additional affirmative defenses in the event  
10 discovery indicates it would be appropriate.

11 WHEREFORE, this answering Defendant prays for judgment as follows:

- 12 1. That Plaintiff take nothing by virtue of Plaintiff's First Amended Complaint;
- 13 2. For costs of suit incurred herein; and
- 14 3. For such other and further relief as the court may deem just and proper.

15 Dated: 3-30-03

WINET PATRICK GAYER  
CREIGHTON & HANES

16  
17 By: 

18 JENNIFER S. CREIGHTON  
19 Attorneys for Defendant  
20 Grossmont Union High School District  
21  
22  
23  
24  
25  
26  
27  
28



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jennifer S. Creighton 202799 Winet Patrick Gayer Creighton & Hanes 1215 W. Vista Way Vista, CA 92083 TELEPHONE NO.: (760) 758-4261 FAX NO. (Optional): (760) 758-6420 E-MAIL ADDRESS (Optional): jcreighton@wpgch.com ATTORNEY FOR (Name): Grossmont Union High School District	FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego  <b>03/27/2023</b> at 01:58:00 PM Clerk of the Superior Court By Carla Boston, Deputy Clerk
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central Division	
PLAINTIFF/PETITIONER: Jane Doe  DEFENDANT/RESPONDENT: Grossmont Union High School District	
<b>REQUEST FOR DISMISSAL</b>	CASE NUMBER: 37-2022-00046947
<b>A conformed copy will not be returned by the clerk unless a method of return is provided with the document.</b> <b>This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)</b>	

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1)  With prejudice (2)  Without prejudice
- b. (1)  Complaint (2)  Petition
- (3)  Cross-complaint filed by (name): \_\_\_\_\_ on (date): \_\_\_\_\_
- (4)  Cross-complaint filed by (name): \_\_\_\_\_ on (date): \_\_\_\_\_
- (5)  Entire action of all parties and all causes of action
- (6)  Other (specify):\* Prayer for attorney fees under Civil Code Sec 52 Only

2. (Complete in all cases except family law cases.)

The court  did  did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: 3/16/2023

Samuel Clemens.....  
 (TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

\_\_\_\_\_  
 (SIGNATURE)

Attorney or party without attorney for: Jane Doe

- Plaintiff/Petitioner  Defendant/Respondent
- Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.\*\*

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 (TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY) (SIGNATURE)

Attorney or party without attorney for:  
 Plaintiff/Petitioner  Defendant/Respondent  
 Cross-Complainant

(To be completed by clerk)

- 4.  Dismissal entered as requested on (date): \_\_\_\_\_
- 5.  Dismissal entered on (date): \_\_\_\_\_ as to only (name): \_\_\_\_\_
- 6.  Dismissal **not entered** as requested for the following reasons (specify): **Clerk is unable to enter dismissals with special additional conditions as stated in item 1.b. (6)**

- 7. a.  Attorney or party without attorney notified on (date): 04/03/2023
- b.  Attorney or party without attorney not notified. Filing party failed to provide  a copy to be conformed  means to return conformed copy

Date: 04/03/2023

Clerk, by C. Boston, Deputy

*C. Boston*  
 C. Boston

PLAINTIFF/PETITIONER: Jane Doe	CASE NUMBER: 37-2022-00046947
DEFENDANT/RESPONDENT: Grossmont Union High School District	

**COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS**

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

**Declaration Concerning Waived Court Fees**

1. The court waived fees and costs in this action for (*name*):
2. The person in item 1 is (*check one below*):
  - a.  not recovering anything of value by this action.
  - b.  recovering less than \$10,000 in value by this action.
  - c.  recovering \$10,000 or more in value by this action. (*If item 2c is checked, item 3 must be completed.*)
3.  All court fees and costs that were waived in this action have been paid to the court (*check one*):  Yes  No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME OF  ATTORNEY  PARTY MAKING DECLARATION)



\_\_\_\_\_  
(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jennifer S. Creighton 202799 Winet Patrick Gayer Creighton & Hanes 1215 W. Vista Way Vista, CA 92083 TELEPHONE NO.: (760) 758-4261      FAX NO. (Optional): (760) 758-6420 E-MAIL ADDRESS (Optional): jcreighton@wpgch.com ATTORNEY FOR (Name): Grossmont Union High School District	FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego <b>03/27/2023 at 01:58:00 PM</b> Clerk of the Superior Court By Carla Boston, Deputy Clerk
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central Division	
PLAINTIFF/PETITIONER: Jane Doe  DEFENDANT/RESPONDENT: Grossmont Union High School District	
<b>REQUEST FOR DISMISSAL</b>	CASE NUMBER: 37-2022-00046947
<b>A conformed copy will not be returned by the clerk unless a method of return is provided with the document.</b>	
<b>This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)</b>	

1. TO THE CLERK: Please **dismiss** this action as follows:
- a. (1)  With prejudice      (2)  Without prejudice
  - b. (1)  Complaint      (2)  Petition
  - (3)  Cross-complaint filed by (name): \_\_\_\_\_ on (date): \_\_\_\_\_
  - (4)  Cross-complaint filed by (name): \_\_\_\_\_ on (date): \_\_\_\_\_
  - (5)  Entire action of all parties and all causes of action
  - (6)  Other (specify):\* Prayer for attorney fees under Civil Code Sec 52 Only

2. (Complete in all cases except family law cases.)  
 The court  did  did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).  
 Date: 3/16/2023

Samuel...Clemens.....  
 (TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY) \_\_\_\_\_ (SIGNATURE)  
 Attorney or party without attorney for: Jane Doe  
 Plaintiff/Petitioner       Defendant/Respondent  
 Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.\*\*  
 Date: \_\_\_\_\_  
 \_\_\_\_\_ (TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY) \_\_\_\_\_ (SIGNATURE)  
 Attorney or party without attorney for:  
 Plaintiff/Petitioner       Defendant/Respondent  
 Cross-Complainant

(To be completed by clerk)

4.  Dismissal entered as requested on (date): \_\_\_\_\_

5.  Dismissal entered on (date): \_\_\_\_\_ as to only (name): \_\_\_\_\_

6.  Dismissal **not entered** as requested for the following reasons (specify): **Clerk is unable to enter dismissals with special additional conditions as stated in item 1.b. (6)**

7. a.  Attorney or party without attorney notified on (date): 04/03/2023  
 b.  Attorney or party without attorney not notified. Filing party failed to provide  
 a copy to be conformed       means to return conformed copy

Date: 04/03/2023      Clerk, by C. Boston, Deputy  
C. Boston  
C. Boston, Deputy  
Page 1 of 2

PLAINTIFF/PETITIONER: Jane Doe	CASE NUMBER: 37-2022-00046947
DEFENDANT/RESPONDENT: Grossmont Union High School District	

**COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS**

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

**Declaration Concerning Waived Court Fees**

1. The court waived fees and costs in this action for *(name)*:
2. The person in item 1 is *(check one below)*:
  - a.  not recovering anything of value by this action.
  - b.  recovering less than \$10,000 in value by this action.
  - c.  recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3.  All court fees and costs that were waived in this action have been paid to the court *(check one)*:  Yes  No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME OF  ATTORNEY  PARTY MAKING DECLARATION)



\_\_\_\_\_  
(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jennifer S. Creighton 202799 Winet Patrick Gayer Creighton & Hanes 1215 W. Vista Way Vista, CA 92083 TELEPHONE NO.: (760) 758-4261 FAX NO. (Optional): (760) 758-6420 E-MAIL ADDRESS (Optional): jcreighton@wpgch.com ATTORNEY FOR (Name): Grossmont Union High School District	FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego <b>03/27/2023 at 01:58:00 PM</b> Clerk of the Superior Court By Carla Boston, Deputy Clerk
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central Division	
PLAINTIFF/PETITIONER: Jane Doe  DEFENDANT/RESPONDENT: Grossmont Union High School District	
<b>REQUEST FOR DISMISSAL</b>	CASE NUMBER: 37-2022-00046947

**A conformed copy will not be returned by the clerk unless a method of return is provided with the document.**  
**This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)**

1. TO THE CLERK: Please **dismiss** this action as follows:
- a. (1)  With prejudice (2)  Without prejudice
  - b. (1)  Complaint (2)  Petition
  - (3)  Cross-complaint filed by (name): \_\_\_\_\_ on (date): \_\_\_\_\_
  - (4)  Cross-complaint filed by (name): \_\_\_\_\_ on (date): \_\_\_\_\_
  - (5)  Entire action of all parties and all causes of action
  - (6)  Other (specify):\* Prayer for attorney fees under Civil Code Sec 52 Only

2. (Complete in all cases except family law cases.)  
 The court  did  did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: 3/16/2023

Samuel...Clemens.....  
 (TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

\* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

\_\_\_\_\_  
 (SIGNATURE)  
 Attorney or party without attorney for: Jane Doe  
 Plaintiff/Petitioner  Defendant/Respondent  
 Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.\*\*  
 Date:

\_\_\_\_\_  
 (TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

\*\* If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for the cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

\_\_\_\_\_  
 (SIGNATURE)  
 Attorney or party without attorney for:  
 Plaintiff/Petitioner  Defendant/Respondent  
 Cross-Complainant

(To be completed by clerk)

- 4.  Dismissal entered as requested on (date): \_\_\_\_\_
- 5.  Dismissal entered on (date): \_\_\_\_\_ as to only (name): \_\_\_\_\_
- 6.  Dismissal **not entered** as requested for the following reasons (specify): **Clerk is unable to enter dismissals with special additional conditions as stated in item 1.b. (6)**

- 7. a.  Attorney or party without attorney notified on (date): 04/03/2023
- b.  Attorney or party without attorney not notified. Filing party failed to provide  a copy to be conformed  means to return conformed copy

Date: 04/03/2023

Clerk, by C. Boston, Deputy  
 C. Boston

PLAINTIFF/PETITIONER: Jane Doe	CASE NUMBER: 37-2022-00046947
DEFENDANT/RESPONDENT: Grossmont Union High School District	

**COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS**

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

**Declaration Concerning Waived Court Fees**

1. The court waived fees and costs in this action for (*name*):
2. The person in item 1 is (*check one below*):
  - a.  not recovering anything of value by this action.
  - b.  recovering less than \$10,000 in value by this action.
  - c.  recovering \$10,000 or more in value by this action. (*If item 2c is checked, item 3 must be completed.*)
3.  All court fees and costs that were waived in this action have been paid to the court (*check one*):  Yes  No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME OF  ATTORNEY  PARTY MAKING DECLARATION)



\_\_\_\_\_  
(SIGNATURE)