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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

11 JOHN DOE 7059, an individual,

12 Plaintiff,

13 v.

14 SANTA ANA UNIFIED SCHOOL
15 DISTRICT; RALPH S. OPACIC and DOES 1-

16 Defendants.

Case No.

COMPLAINT FOR DAMAGES for:

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

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

[Jury Trial Demanded]

19 Plaintiff John Doe 7059 (hereinafter, "Plaintiff") brings this action against Defendants Santa
20 Ana Unified School District ("SAUSD"); Ralph S. Opacic ("Opacic") and DOES 1-10 (together,
21 "Defendants"), and based on information and belief alleges as follows:

22 **INTRODUCTION**

23 1. For decades, Opacic has used his leadership of Orange County School of the Arts
24 ("OCSA") to create and foster a toxic environment at OCSA that allowed him to prey on the
25 vulnerable students who trusted OCSA with their education.

26 2. This case is about a preventable and tragic situation created when the founder of one
27 of the most prestigious arts schools in the country began taking advantage of vulnerable students
28 who enrolled at OCSA to escape adversity. Many students flocked to OCSA to escape bullying and

1 gain crucial professional preparation for careers within the arts. However, this case unfortunately
2 spotlights the OCSA administration's decision to turn a blind eye to rumors and other red flags of
3 Opacic's misconduct with minor students, all in an effort to protect the reputation of the well-known
4 and talented founder of OCSA.

5 3. Simply put, this lawsuit is an effort by Plaintiff to seek justice for the wrongs already
6 committed and bring light to the assault OCSA and its founder have suppressed for so long.

7 **PARTIES**

8 4. Plaintiff is an adult male presently residing in the State of California. Plaintiff was
9 born in 1987. The name utilized by John Doe 7059 is fictitious to protect his privacy as a victim of
10 childhood sexual assault and molestation.

11 5. At all times relevant to this Complaint, Plaintiff was residing in Orange County,
12 California. Plaintiff was a minor throughout the period of childhood sexual assault alleged herein.
13 Plaintiff brings this Complaint pursuant to Code of Civil Procedure Section 340.1, as amended by
14 Assembly Bill 218, for the childhood sexual assault he suffered at the hands of Defendants. Thus,
15 Plaintiff's claims for damages suffered as a result of childhood sexual assault are timely filed as they
16 are filed within 22 years of the date Plaintiff attained the age of majority and within three years of
17 January 1, 2020.

18 6. Defendant SAUSD at all times mentioned herein was and is a business entity of
19 unknown form having its principal place of business in Orange County, California. SAUSD
20 purposely conducts substantial educational business activities in the State of California, and was and
21 is the primary entity owning, operating, and controlling OCSA, and the activities and behavior of its
22 employee and agent, Opacic.

23 7. On information and belief, Defendant Opacic is an individual residing in Orange
24 County, California. Opacic served as the founder and executive director at OCSA until he retired at
25 the end of the 2021-2022 school year. On information and belief, Opacic is still involved with OCSA
26 as a strategic consultant.

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1 8. Pursuant to California Government Code sections 815.2 and 820, SAUSD is liable
2 through the acts or omissions of its employees, agents, servants and/or joint venturers acting within
3 the course and scope of their employment.

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

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

20 11. Each of the Defendants aided and abetted each other Defendant. Each Defendant
21 knowingly gave substantial assistance to each other Defendant who performed the wrongful conduct
22 alleged herein. Accordingly, each Defendant is jointly and severally liable for the damages
23 proximately caused by each other Defendant's wrongful conduct.

24 12. Each of the Defendants is, and at all relevant times herein mentioned was, the co-
25 conspirator of each other Defendant, and, therefore, each Defendant is jointly and severally liable to
26 Plaintiff for the damages sustained as a proximate result of each other Defendant. Each Defendant
27 entered into an express or implied agreement with each of the other Defendants to commit the
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1 wrongs herein alleged. This includes, but is not limited to, the conspiracy to perpetrate sexual
2 violence against Plaintiff and other young male students of Defendant SAUSD.

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

5 **GENERAL FACTUAL ALLEGATIONS**

6 14. OCSA was founded as a small after-school arts program in 1987 and lauds itself as
7 having grown into one of the premier arts schools in the nation. OCSA is known as an award-winning
8 and innovative public charter school that embraces and encourages artistic creativity and academic
9 excellence. In fact, OCSA has been recognized as the best charter school in California since 2020,
10 a GRAMMY signature school in 2016, one of the best high schools in America according to the U.S.
11 News & World Report, and one of the top high schools in America according to Newsweek
12 magazine.

13 15. In addition to their academic programs, OCSA features numerous conservatories that
14 focus on different art programs, including culinary arts, ballet, ballroom dance, creative writing, film
15 and television, visual arts, instrumental and popular music, acting, musical theatre, and production
16 and design. Alumni of OCSA include actors like Ashley Benson, Susan Egan, Pedro Pascal,
17 musicians such as Kit Armstrong, Nicholas Urie, Drake Bell, and Tony Award-winning Broadway
18 stars such as Stephanie J. Block and Lindsay Mendez.

19 16. Despite its reputation of excellence, in reality OCSA had a culture that perpetuated
20 the emotional and sexual abuse of OCSA students. This culture was not only established by Opacic,
21 but, on information and belief, cultivated and ratified by OCSA and SAUSD.

22 17. OCSA started out as a small after-school program created by Opacic in 1987. Opacic
23 ran the program on a school campus in Los Alamitos. Due to its rapidly growing enrollment, Opacic
24 had to move the program elsewhere. In 2000, Opacic opened OCSA as a charter school for the arts
25 in Santa Ana. Since 2000, OCSA has flourished in Santa Ana, establishing itself as a premier arts
26 school in Southern California. On information and belief, Opacic endeared himself to influential
27 members of SAUSD because of the esteem, and related funding, OCSA attracted. On information
28 and belief, his efforts and success with OCSA allowed Opacic to increase his own authority and

1 autonomy within SAUSD. Unfortunately, Opacic used this authority to create a toxic, abusive
2 environment for students.

3 **I. Plaintiff Enrolls in OCSA Only to Face Immediate Sexual Grooming By Opacic.**

4 18. In 2000, when Plaintiff entered 8th grade, Plaintiff enrolled in and began attending
5 OCSA. Plaintiff had been performing since he was a child, and had discovered a passion for theatre
6 and other performing arts. Growing up in Oakland, Plaintiff was bullied for his interest in the
7 performing arts, but he finally felt like he belonged when he began taking classes at OCSA.

8 19. Plaintiff quickly fell in love with OCSA, and he began immersing himself in every
9 aspect of the school. This included representing the school as an ambassador, and helping with
10 fundraising for the school.

11 20. During his years as OCSA, Plaintiff began to see how the teachers, faculty, and
12 administration at OCSA treated students as adults. However, the most important tenet emphasized
13 by the school was the need to protect the school and Opacic's vision for OCSA. The teachers,
14 faculty, and administration fed into a cult-like mentality that idolized Opacic and his vision. This
15 idolization of Opacic became so omnipotent that even when rumors about Opacic's sexual
16 involvement with students began to circulate, the teachers, faculty, and administration turned a blind
17 eye.

18 21. When Plaintiff was an underclassman, the older students would sometimes warn him
19 of the rumors that Opacic had been sexually involved with other minor students. In fact, the rumors
20 were discussed with such ease, that the idea of a sexual relations between the students of OCSA and
21 Opacic almost seemed normalized.

22 22. However, it was during Plaintiff's junior year, when Plaintiff was approximately 17
23 years old, that Opacic began singling Plaintiff out for sexual grooming. At the beginning of the
24 2003-2004 school year, Opacic started sending emails to Plaintiff. At first, the emails were teasing.
25 However, Opacic quickly began using a more romantic tone in his emails to Plaintiff. On
26 information and belief, Opacic was testing the limits of Plaintiff's comfort with Opacic.

27 23. Before long, Opacic started sending sexually explicit and inappropriate emails to
28 Plaintiff. However, because of the school-wide grooming of minor students and wide-spread

1 idolization of Opacic, Plaintiff did not immediately recognize these emails as wrong. Instead,
2 Plaintiff was indoctrinated to believe that Opacic’s singling him out meant he was special. Opacic’s
3 manipulation made Plaintiff feel as if he were talking to someone he was potentially dating, rather
4 than an administrator at OCSA.

5 **II. Opacic’s Grooming of Plaintiff Escalates into Further Sexual Assault.**

6 24. After weeks of sexually grooming Plaintiff, Opacic sent a call slip to Plaintiff during
7 Plaintiff’s history class. The call slip requested Plaintiff meet Opacic at his office on the 7th floor of
8 the OCSA building.

9 25. Once Plaintiff left class and headed to the 7th floor, he met Opacic’s assistant. The
10 assistant escorted Plaintiff to Opacic’s office, where Opacic was waiting.

11 26. Opacic closed the door behind Plaintiff and began engaging in small talk with
12 Plaintiff. Plaintiff was confused about why he was pulled out of class. Throughout the short
13 conversation, Opacic was fidgeting and kept eyeing the closed door. Opacic then sexually assaulted
14 Plaintiff. Plaintiff left Opacic’s office shortly thereafter.

15 27. After several weeks without email correspondence between Opacic and Plaintiff,
16 Opacic reached out to Plaintiff at the end of Plaintiff’s junior year. Opacic invited Plaintiff to meet
17 him at California Pizza Kitchen in the Tustin Market Place. While there, Opacic asked Plaintiff not
18 to tell anyone about the sexual assault.

19 28. On information and belief, SAUSD did not take any action against Opacic in
20 connection with these events or the rumors regarding his misconduct with other minors. In fact,
21 SAUSD did not take any action to prevent Opacic from spending inappropriate amounts of time with
22 minor students, flirting with minor students, or electronically harassing minor students.
23 Consequently, Opacic was allowed continued access to minor students for another 17 years.

24 **III. SAUSD Was Negligent in Its Duties to Plaintiff and Ratified Opacic’s Misconduct.**

25 29. Plaintiff did not, and was unable to, give free or voluntary consent to the sexual acts
26 perpetrated against him by Opacic as he was a minor child at the time of the assaults alleged herein.

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1 30. Plaintiff was the victim of unlawful grooming, sexual assault, sexual battery, and
2 abuse by Opacic. These incidents occurred through OCSA-affiliated emails as well as on the OCSA
3 campus, while Plaintiff was under the care and supervision of Defendants.

4 31. The sexual acts perpetrated upon Plaintiff constitute childhood sexual assault as
5 defined by California Code of Civil Procedure Section 340.1, as modified by Assembly Bill 218,
6 and were a violation of the California Penal Code, including, but not limited to, Penal Code Section
7 647.6.

8 32. As set forth herein, Opacic was an adult male employed by SAUSD as the founder
9 and executive director of OCSA. In such capacity, Opacic was under the direct supervision, employ,
10 agency, and control of SAUSD and DOES 1-10. Therefore, SAUSD had a special relationship with
11 Opacic, and thus a duty to warn and protect Plaintiff from harm by Opacic.

12 33. At all times relevant herein, Opacic's duties and responsibilities with SAUSD
13 included, in part, providing for the supervision, counseling, advisory, educational, and emotional
14 needs and well-being of the students of OCSA.

15 34. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
16 herein, SAUSD owned, operated, maintained, controlled, and staffed OCSA. SAUSD promoted
17 OCSA as a safe place where its students could obtain a quality and safe education.

18 35. Plaintiff is informed and believes, and thereon alleges, that in hiring Opacic as the
19 executive director of OCSA, SAUSD gave Opacic full power, control, and authority to provide
20 teaching, mentoring, and/or counseling services to students. By continuing to employ Opacic,
21 SAUSD held Opacic out to be a professional and safe administrator.

22 36. As an executive director of OCSA, and with the endorsement of SAUSD, Opacic
23 stood in a position of power, respect, confidence, trust, and authority among Plaintiff and numerous
24 other minor students. Defendants lodged with Opacic the color of authority, through which he was
25 able to influence, direct, and assault Plaintiff, and to act illegally, unreasonably, and without respect
26 for the person and safety of Plaintiff.

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1 37. At all times relevant hereto, SAUSD was responsible for the supervision of its
2 employees' and agents' activities, including those of Opacic, and assumed responsibility for the
3 well-being of the minors in its care, including Plaintiff.

4 38. Additionally, as a minor child under the custody, care, and control of Defendants,
5 Defendants stood *in loco parentis* with respect to Plaintiff while he attended class, other educational
6 and extracurricular activities, and other school-related functions associated with OCSA. As the
7 responsible party and/or employer controlling Opacic, SAUSD also was in a special relationship
8 with Plaintiff and owed special duties to Plaintiff.

9 39. Prior to and during the sexual harassment, molestation, and assault of Plaintiff,
10 SAUSD knew or should have known, or was otherwise on notice, that Opacic had violated his role
11 as an administrator and used his position of authority and trust acting on behalf of SAUSD to gain
12 access to children, including Plaintiff, on and off SAUSD's facilities and grounds, which Opacic
13 used to inappropriately touch, molest, abuse, and assault Plaintiff.

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

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

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

3 43. Specific acts of grooming, in and of themselves, may constitute sexual assault. Cal.
4 Penal Code § 647.6. It is also foreseeable to SAUSD that Opacic’s grooming behaviors could lead
5 to more severe acts of sexual assault if unchecked. This is particularly true in light of the specific
6 grooming that took place in this case.

7 44. SAUSD had inquiry notice of the risks presented by Opacic, as alleged herein, and
8 had special relationships with Opacic and Plaintiff that required it to warn and protect Plaintiff from
9 the abuse by Opacic.

10 45. Defendants had a duty to disclose these facts to Plaintiff, his parents, and others, but
11 negligently and/or intentionally suppressed, concealed, or failed to disclose this information for the
12 express purpose of maintaining Opacic’s image as an ethical, wholesome, safe, and trusted executive
13 director of OCSA. The duty to disclose this information arose from the special, trusting,
14 confidential, fiduciary, and *in loco parentis* relationship between Defendants and Plaintiff.

15 46. On information and belief, Defendants ratified and authorized Opacic’s sexual
16 assaults of Plaintiff by (1) failing to properly investigate Opacic and the numerous grooming
17 behaviors that put SAUSD on notice that Opacic had sexually assaulted Plaintiff or other minor
18 students; (2) failing to supervise and/or stop Opacic from committing wrongful sexual acts with
19 minor children; (3) allowing Opacic to groom and yield authority over minor students on and off
20 campus; (4) failing to take reasonable steps or implement reasonable safeguards to protect Plaintiff
21 and other minor children in their charge from the risk of sexual assault, harassment, and molestation,
22 including by failing to enact adequate policies and procedures or failing to ensure their policies and
23 procedures were followed; (5) failing to properly warn, train or educate SAUSD’s staff members
24 about how to spot red flags in other staff members’ behavior with minor students; and (6) holding
25 out Opacic to the SAUSD community at large as being in good standing and trustworthy as a person
26 of stature and integrity.

27 47. As a direct and proximate result of Plaintiff’s sexual assaults by Opacic, which were
28 enabled and facilitated by SAUSD, Plaintiff has suffered injury, all to Plaintiff’s general, special,

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

3 **FIRST CAUSE OF ACTION**

4 **NEGLIGENCE**

5 **(Against SAUSD; and DOES 1-10)**

6 48. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent
7 paragraphs of this Complaint as if fully set forth herein.

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

11 50. Defendants' conduct, actions, and omissions served to create an environment in
12 which Opacic was afforded years of access to minor children, including Plaintiff, who was sexually
13 abused, molested and assaulted by Opacic. As set forth herein, other teachers, staff, and
14 administration failed to act so as to protect students from obviously troubling and improper behavior
15 that endangered countless minor students.

16 51. Compulsory education laws create a special relationship between students and
17 Defendants, and students have a constitutional guarantee to a safe, secure, and peaceful school
18 environment. Defendants failed to acknowledge and correct unsafe conditions and red flags in
19 Opacic's behavior, and therefore failed to guarantee safe surroundings in an environment in which
20 Plaintiff was not free to leave. Because of the special relationship with Plaintiff, SAUSD had a duty
21 to protect him from peril.

22 52. As is set forth herein, Defendants have failed to uphold numerous mandatory duties
23 imposed upon them by state and federal law, and by written policies and procedures applicable to
24 Defendants, including, but not limited to, the following: (1) duty to use reasonable care to protect
25 students from known or foreseeable dangers; (2) duty to protect students and staff and provide
26 adequate supervision; (3) duty to supervise faculty and students and enforce rules and regulations
27 prescribed for schools in an effort to create appropriate conditions conducive to learning; (4) duty to
28 act promptly and diligently and not ignore or minimize problems; (5) duty to warn Plaintiff and other

1 students of potential harm; and (6) duty to refrain from violating Plaintiff's right to protection from
2 bodily restraint or harm.

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

9 54. Defendants were required but failed to exercise careful supervision of the moral
10 conditions in their school. This duty extended beyond the classroom. Defendants had a duty to put
11 rules and regulations in place to protect their students from the possibility of childhood sexual abuse
12 at the hands of SAUSD's teachers, staff, employees, and volunteers, regardless of the location of the
13 abuse itself. Instead, SAUSD turned a blind eye to the sexual exploitation of minors under its care
14 by its employees.

15 55. Defendants had a duty to and failed to adequately train and supervise all counselors,
16 advisors, teachers, administrators, mentors and staff to create a positive, safe, and educational
17 environment. Such specific obligations include training to perceive, report and stop inappropriate
18 conduct with minors by other members of the staff, employees, and volunteers. Defendants owed
19 Plaintiff a duty to institute reasonable measures to protect Plaintiff and other minor children in their
20 charge from the risk of sexual assault, harassment and molestation by Opacic by properly warning,
21 training, or educating SAUSD's staff members about how to spot red flags in other staff members',
22 employees', and volunteers' behavior with minor students.

23 56. As executive director and a constant presence on the OCSA campus, Opacic had
24 unique access to, and held a position of authority among, students who were attending SAUSD and
25 their families who either belonged to and attended SAUSD or approved of their minor children doing
26 so, like Plaintiff's parents.

27 57. Defendants, by and through its agents, servants, and employees, knew or reasonably
28 should have known of Opacic's sexually abusive and exploitative propensities and/or that Opacic

1 was an unfit agent. It was foreseeable that if Defendants did not adequately exercise or provide the
2 duty of care owed to minors in their care, the minors entrusted to Defendants' care would be
3 vulnerable to sexual assault by Opacic.

4 58. Specific acts of grooming, in and of themselves, constitute sexual assault. (Cal. Penal
5 Code § 647.6.) It is also foreseeable to SAUSD that Opacic's grooming behaviors could lead to
6 more severe acts of sexual assault if unchecked. This is particularly true in light of the specific
7 grooming that took place in this case.

8 59. SAUSD had a duty to disclose these facts to Plaintiff, his parents, and others, but
9 negligently and/or intentionally suppressed, concealed, or failed to disclose this information for the
10 express purpose of maintaining Opacic's image as an ethical, wholesome, safe, and trusted teacher.
11 The duty to disclose this information arose from the special relationship between these Defendants
12 and Plaintiff.

13 60. Defendants breached their duty of care to Plaintiff by (1) allowing Opacic to come
14 into contact with Plaintiff without supervision; (2) by failing to properly investigate Opacic and the
15 numerous grooming behaviors that clearly should have raised red flags; (3) by failing to supervise
16 and/or stop Opacic from committing wrongful sexual acts with minor children; (4) by shielding
17 Opacic from responsibility for his sexual assaults of Plaintiff; (5) by allowing Opacic to groom and
18 yield authority over minor students on and off campus; (6) by failing to inform or concealing from
19 Plaintiff's parents, guardians, or law enforcement officials that Opacic was or may have been
20 sexually abusing minors; (7) by holding out Opacic to the SAUSD community at large as being in
21 good standing and trustworthy as a person of stature and integrity; (8) by failing to take reasonable
22 steps or implementing reasonable safeguards to protect Plaintiff and other minor children from the
23 risk of sexual assault, harassment, and molestation, including by failing to enact adequate policies
24 and procedures or failing to ensure their policies and procedures were followed; and (9) by failing
25 to properly warn, train or educate SAUSD's staff members about how to spot red flags in the
26 behavior of other staff members, employees, and volunteers.

27 61. As a direct and proximate result of Defendants' multiple and continuous breaches,
28 Plaintiff has suffered injury, all to Plaintiff's general, special, and consequential damage in an

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

3 62. As a result of the above-described conduct, Plaintiff has suffered and continues to
4 suffer emotional distress, physical manifestations of emotional distress, anxiety, a lost sense of trust,
5 difficulty in romantic relationships and was prevented and will continue to be prevented from
6 performing daily activities and obtaining the full enjoyment of life, all in an amount exceeding the
7 jurisdictional minimum of the Superior Court according to proof at trial.

8 **SECOND CAUSE OF ACTION**

9 **NEGLIGENT SUPERVISION AND RETENTION**

10 **(Against SAUSD and DOES 1-10)**

11 63. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent
12 paragraphs of this Complaint as if fully set forth herein.

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

16 65. As an educational institution entrusted with the care of minors, where all students are
17 entrusted to the teachers, counselors, advisors, mentors, faculty members, volunteers and
18 administrators, SAUSD expressly and implicitly represented that these individuals, including
19 Opacic, were not a sexual threat to minors and others who would fall under Opacic's influence,
20 control, direction, and guidance.

21 66. It is well-settled that a school district, such as SAUSD, has a duty to supervise its
22 students and employees. Supervision requires more than simply the presence of staff or
23 administration on campus. It requires the knowledge and care as an institution as to the types of
24 foreseeable harm that a student may encounter, and protecting against those harms by establishing,
25 implementing, and enforcing adequate policies and procedures. Supervision requires adequate
26 training, adequate staff, and adequate involvement by staff and administration.

27 67. SAUSD failed to provide such supervision to the Plaintiff by allowing Opacic to be
28 alone with minor students in violation of its own policies and/or the applicable standard of care.

1 SAUSD failed to take reasonable measures to prevent the grooming and childhood sexual abuse of
2 its students.

3 68. On information and belief, SAUSD did not have in place a system or procedure to
4 reasonably investigate, supervise and monitor teachers, employees, staff, and volunteers nor
5 safeguards designed to prevent sexual grooming and sexual assaults of children. Even if such
6 procedures existed on paper, SAUSD did not implement any system or procedure to oversee or
7 monitor conduct towards minors, students and others in its care during the time period at issue.

8 69. Once hired by SAUSD, Opacic undertook to openly and obviously groom students,
9 including Plaintiff. It thus appears that school leadership, staff and employees were not able to
10 recognize the signs of grooming by Opacic due to inappropriate training or lack thereof. Moreover,
11 Defendants failed in their obligation to inquire into the grooming activities that were so clearly taking
12 place.

13 70. On information and belief, had school leadership and staff been trained to recognize
14 red flags associated with grooming, they would have undertaken to cease, report and stop the
15 behavior of Opacic before Plaintiff was actually sexually assaulted.

16 71. By the time Plaintiff was sexually assaulted by Opacic, SAUSD knew or should have
17 known of the ongoing grooming and assault of Plaintiff, but due to its lack of training, failed to
18 recognize those signs. Furthermore, even if they did recognize the signs or have suspicions regarding
19 Opacic's actions towards of Plaintiff, the faculty, administration, and staff of SAUSD did not report
20 their suspicions to law enforcement.

21 72. SAUSD was aware or should have been aware of its students' significant
22 vulnerability to sexual harassment, molestation and assault by mentors, administrators, advisors,
23 teachers, counselors, employees, staff, volunteers, and other persons of authority within SAUSD.

24 73. Defendants owed Plaintiff a duty to provide reasonable supervision of Plaintiff and
25 Opacic; to use reasonable care in investigating Opacic; and to provide adequate warning to Plaintiff
26 and his family, and to families of other minor students who were entrusted to Opacic, of Opacic's
27 inappropriate propensities and unfitness.

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1 80. Plaintiff was a minor student at SAUSD where Opacic was an employee. As alleged
2 herein, a business, service, and/or professional relationship existed between Opacic and Plaintiff,
3 due to Opacic's position as executive director of OCSA, the school Plaintiff attended. Because
4 Opacic was an adult employee of the school, the relationship between them was such that Opacic
5 was in a position of power and authority over Plaintiff.

6 81. During Plaintiff's time as a minor student at SAUSD, Opacic intentionally,
7 recklessly, and wantonly made sexual advances, solicitations, requests, and demands of a hostile
8 nature based on Plaintiff's gender that were unwelcome, pervasive, and severe. The sexual
9 harassment and assaults are discussed herein.

10 82. Because of Opacic's positions of authority over Plaintiff, physical seclusion of
11 Plaintiff, Plaintiff's mental and emotional state, and Plaintiff's young age, Plaintiff was unable to
12 and did not give meaningful consent to such acts.

13 83. These incidents of sexual harassment and assault occurred while Plaintiff was under
14 the control of SAUSD and their agents, acting in their capacity as teachers, counselors, mentors,
15 advisors, coaches, and administrators on behalf of Defendants. Defendants, through its employees
16 and agents, denied Plaintiff his rights pursuant to section 51.9 of the Civil Code, and moreover aided,
17 incited, and conspired in the denial of those rights. Plaintiff is informed and believes and thereon
18 alleges that Defendants were made aware of Opacic's prior inappropriate behavior before Opacic
19 sexually assaulted Plaintiff, as alleged herein.

20 84. Because of Plaintiff's relationships with Defendants and Plaintiff's age of minority,
21 Plaintiff was unable to terminate the relationship he had with Defendants.

22 85. Even though SAUSD knew or should have known of these activities by Opacic,
23 SAUSD did nothing to investigate, supervise, or monitor Opacic to ensure the safety of minor
24 children.

25 86. Defendants, through its employees and agents, denied Plaintiff his rights pursuant to
26 section 51.9 of the *Civil Code*, and moreover aided, incited, and conspired in the denial of those
27 rights. Plaintiff is informed and believes and thereon alleges that Defendants were made aware of
28 Opacic's sexual assaults of Plaintiff and failed to take any action to prevent additional instances of

1 sexual assaults. Further, Plaintiff is informed and believes and thereon alleges that Defendants,
2 specifically SAUSD, aided and abetted Opacic's conduct by providing substantial assistance to
3 Opacic, by allowing him to sexually harass minors, and encouraging Opacic to sexually harass
4 minors, by permitting him continued unsupervised access to minor students after directly observing
5 the numerous open and obvious red flags and grooming behavior, as alleged herein. As set forth in
6 detail above and incorporated herein, Defendant SAUSD had a duty to Plaintiff stemming from their
7 special relationship, had an opportunity to prevent Opacic's conduct, and breached that duty in
8 furtherance of Opacic's conduct.

9 87. Additionally, Plaintiff is informed and believes and thereon alleges, that Defendants,
10 specifically SAUSD, ratified Opacic's conduct by (1) allowing Opacic to access, supervise, and
11 mentor minor students despite its knowledge and notice of Opacic's misconduct; (2) failing to
12 properly investigate Opacic and the numerous grooming behaviors that clearly raised red flags; (3)
13 failing to supervise and/or stop Opacic from committing wrongful sexual acts with minor children;
14 (4) shielding Opacic from responsibility for his sexual assaults of Plaintiff; (5) failing to inform or
15 concealing from Plaintiff's parents, guardians, and/or other law enforcement officials that Opacic
16 was or may have been sexually assaulting minors; (6) failing to take reasonable steps or implement
17 reasonable safeguards to protect Plaintiff and other minor children in their charge from the risk of
18 sexual assault, harassment, and molestation, including by failing to enact adequate policies and
19 procedures and/or failing to ensure their policies and procedures were followed; (7) failing to
20 properly warn, train or educate SAUSD's staff members about how to spot red flags in other staff
21 members'—specifically Opacic's—behavior with minor students; and (8) holding out Opacic to the
22 SAUSD community at large as being in good standing and trustworthy as a person of stature and
23 integrity.

24 88. Defendants' conduct (and the conduct of their agents) was a breach of their duties to
25 Plaintiff.

26 89. As a result of the above-described conduct, Plaintiff has suffered and continues to
27 suffer emotional distress, physical manifestations of emotional distress, anxiety, a lost sense of trust,
28 difficulty in romantic relationships and was prevented and will continue to be prevented from

1 performing daily activities and obtaining the full enjoyment of life, all in an amount exceeding the
2 jurisdictional minimum of the Superior Court according to proof at trial.

3 90. In subjecting Plaintiff to the wrongful treatment alleged herein, Opacic acted willfully
4 and maliciously with the intent to harm Plaintiff and in conscious disregard for Plaintiff's rights so
5 as to constitute malice and oppression under Civil Code section 3294. Plaintiff is therefore entitled
6 to the recovery of punitive damages in a sum to be shown according to proof at trial.

7 91. Plaintiff also seeks appropriate statutory penalties pursuant to section 52 of the Civil
8 Code.

9 **FOURTH CAUSE OF ACTION**

10 **SEXUAL BATTERY**

11 **(Against Defendant Opacic)**

12 92. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent
13 paragraphs of this Complaint as if fully set forth herein.

14 93. During Plaintiff's time as a minor student at SAUSD, Opacic intentionally,
15 recklessly, and wantonly made sexual advances, solicitations, requests, and demands for sexual
16 compliance of a hostile nature based on Plaintiff's gender that were unwelcome, pervasive, and
17 severe. The specific sexual harassment and assaults are described in detail herein.

18 94. Opacic did the aforementioned acts with the intent to cause a harmful or offensive
19 contact with intimate parts of Plaintiff's person and would offend a reasonable sense of personal
20 dignity. Further, said acts did cause a harmful or offensive contact with intimate parts of Plaintiff's
21 person that would offend a reasonable sense of personal dignity.

22 95. Because of Opacic's position of authority over Plaintiff, physical seclusion of
23 Plaintiff, Plaintiff's mental and emotional state, and Plaintiff's young age, Plaintiff was unable to
24 and did not give meaningful consent to such acts.

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

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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: September 22, 2022

GREENBERG GROSS LLP

By: 

Deborah S. Mallgrave
Brian L. Williams
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Bailee B. Pelham

Attorneys for Plaintiff