

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Brian L. Williams (SB: 22;748); Jemma E. Dunn (SB: 258454); Bailee B. Pelham (SB: 333224) GREENBERG GROSS LLP 650 Town Center Drive, Suite 1700, Costa Mesa, CA 92626 TELEPHONE NO.: 949.383.2800 FAX NO. (Optional): 949.383.2801 E-MAIL ADDRESS: bwilliams@ggtriallaw.com; jdunn@ggtriallaw.com; bpelham@ggtriallaw.com ATTORNEY FOR (Name): Plaintiff JAMES MCDANIEL	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA STREET ADDRESS: 312-C East Cook Street MAILING ADDRESS: Same CITY AND ZIP CODE: Santa Maria 93454 BRANCH NAME: Santa Maria - Cook	CASE NUMBER: JUDGE: DEPT.:
CASE NAME: JAMES MCDANIEL v. SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT, et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000)
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (<i>not specified above</i>) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (*specify*): **Six (6)**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: September 23, 2021

Brian L. Williams

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS): Brian L. Williams (SB: 227948); Jemma E. Dunn (SB: 258454); Bailee B. Pelham (SB: 333224) GREENBERG GROSS LLP 650 Town Center Drive, Suite 1700, Costa Mesa, CA 92626 ATTORNEY FOR (NAME): Plaintiff JAMES MCDANIEL		TELEPHONE NO.: FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA <input type="checkbox"/> Santa Barbara–Anacapa <input checked="" type="checkbox"/> Santa Maria–Cook <input type="checkbox"/> Lompoc Division 1100 Anacapa Street 312-C East Cook Street 115 Civic Center Plaza Santa Barbara, CA 93101 Santa Maria, CA 93454 Lompoc, CA 93436		
PLAINTIFF: JAMES MCDANIEL DEFENDANT: SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT, et al.		
CIVIL CASE COVER SHEET ADDENDUM		CASE NUMBER:

Santa Barbara County Superior Court Local Rule, rule 201 divides Santa Barbara County geographically into two separate regions referred to as “South County” and “North County,” the boundaries of which are more particularly defined in rule 201. “South County” includes the cities of Carpinteria, Santa Barbara, and Goleta; “North County” includes the cities of Santa Maria, Lompoc, Buellton and Solvang. A map depicting this geographical division is contained in Appendix 1 to the local rules.

Local Rule 203 provides: “When, under California law, ‘North County’ would be a ‘proper county’ for venue purposes, all filings for such matters shall be in the appropriate division of the Clerk’s office in North County. All other filings shall be made in the Clerk’s office in the appropriate division of the Court in South County. The title of the Court required to be placed on the first page of documents pursuant to CRC 2.111 includes the name of the appropriate Court division.”

A plaintiff filing a new complaint or petition is required by Local Rule 1310 to complete and file this Civil Case Cover Sheet Addendum to state the basis for filing in North County or South County.

The undersigned represents to the Court:

This action is filed in ☒ North County ☐ South County because venue is proper in this region for the following reason(s):

☒ A defendant resides or has its principal place of business in this region at: _____
 2560 Skyway Drive, Santa Maria, CA 93455

☐ The personal injury, damage to property, or breach of contract that is claimed in the complaint occurred in this region at: _____

☐ There is a related case filed with the court in this region (e.g., the related personal injury action to a petition to transfer structured settlement payments) [identify case, including case number]: _____

☐ Venue is otherwise proper in this region because [explain]: _____

Dated: 9/23/2021



 Signature of Plaintiff or Plaintiff's Counsel

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT;
MICHAEL DONALD CARDOZA; and DOES 3-20

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JAMES MCDANIEL

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: (El nombre y dirección de la corte es):

Santa Barbara County Superior Court
1100 Anacapa Street
Santa Barbara, CA 93101

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Brian L. Williams; Jemma E. Dunn; Bailee B. Pelham (T: 949-383-2800)
GREENBERG GROSS LLP
650 Town Center Drive, Suite 1700, Costa Mesa, CA 92626

Michael Reck; Hagerey Mengistu (T: 310-357-2425)
JEFF ANDERSON & ASSOCIATES
12011 San Vicente Boulevard, #700, Los Angeles, CA 90049

DATE:
(Fecha)

Clerk, by _____, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

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11 Facsimile: (651) 297-6543

12 *Attorneys for Plaintiff James McDaniel*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **SANTA BARBARA COUNTY**

15 JAMES MCDANIEL,

16 Plaintiff,

17 v.

18 SANTA MARIA JOINT UNION HIGH
SCHOOL DISTRICT; MICHAEL DONALD
19 CARDOZA; and DOES 3-20,

20 Defendants.

Case No.

COMPLAINT FOR DAMAGES for:

- 1) Negligence
- 2) Negligent Hiring and Retention
- 3) Negligent Supervision
- 4) Sexual Battery
- 5) Sexual Harassment
- 6) Intentional Infliction of Emotional Distress

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

23 **[Jury Trial Demanded]**

1 Plaintiff James McDaniel (“Plaintiff”) brings this action against Defendants Santa Maria Joint
2 Union High School District (“Santa Maria JUHSD”), Michael Donald Cardoza (“Cardoza”), and
3 DOES 3-20 (together, “Defendants”), and based on information and belief alleges as follows:

4 **INTRODUCTION**

5 1. Plaintiff and other young students of Santa Maria JUHSD are victims of sexual battery,
6 assault, abuse, and harassment at the hands of Defendants. Cardoza, a serial pedophile with a long
7 history of abuse, used his role as a teacher to gain access to and assault Plaintiff and other minor
8 students. Cardoza never should have been hired by Santa Maria JUHSD, but completely inadequate
9 pre-employment background checks led to his access to unsuspecting students at Santa Maria High
10 School and Pioneer Valley High School. Santa Maria JUHSD also knowingly, intentionally,
11 negligently, and recklessly fostered a pervasive and hostile environment that utterly disregarded the
12 rights and safety of young students who entrusted Defendants with their education. As a result,
13 Plaintiff and other young students have suffered humiliation, shame, and horror that will continue
14 persist for the rest of their lives.

15 **PARTIES**

16 2. Plaintiff is an adult male residing in Norfolk, within the State of Virginia. At all times
17 relevant to this Complaint, Plaintiff was residing in Santa Barbara County, California. Plaintiff was
18 born in 1990 and was a minor throughout the period of child sexual assault alleged herein. Plaintiff
19 brings this Complaint pursuant to Code of Civil Procedure Section 340.1, as amended by Assembly
20 Bill 218, for the childhood sexual assault he suffered at the hands of Defendants. Plaintiff’s claims
21 for damages suffered as a result of childhood sexual assault are timely filed as this Complaint is filed
22 within 22 years of the date plaintiff attained the age of majority. Pursuant to California Government
23 Code Section 905(m), as amended by Assembly Bill 218, Plaintiff is specifically exempt from the
24 claims presentation requirement for his claims against Defendant Santa Maria JUHSD.

25 3. Defendant Santa Maria JUHSD at all times mentioned herein was and is a business
26 entity of unknown form having its principal place of business in Santa Barbara County, California.
27 Santa Maria JUHSD purposely conducts substantial educational business activities in the State of
28

1 California, and was the primary entity owning, operating, and controlling Pioneer Valley High
2 School, and the activities and behavior of its employee and agent Cardoza.

3 4. On information and belief, Defendant Cardoza is an individual who until August of
4 2021 was imprisoned at the California Health Care Facility in Stockton, California. Defendant
5 Cardoza served as a teacher to minor students of Santa Maria JUHSD until 2008 when he was
6 convicted by the County of Santa Barbara for the acts perpetrated against Plaintiff. On information
7 and belief, after his recent release from prison, Cardoza now resides in Santa Maria, California.

8 5. Pursuant to California Government Code sections 815.2 and 820, Santa Maria JUHSD
9 and Visalia USD are liable through the acts or omissions of its employees, agents, servants and/or
10 joint venturers acting within the course and scope of their employment.

11 6. The true names and capacities, whether individual, corporate, partnership, associate,
12 or otherwise, of Defendants DOES 3-20, inclusive, are unknown to Plaintiff. Accordingly, Plaintiff
13 sues DOES 3-20 by such fictitious names pursuant to section 474 of the California Code of Civil
14 Procedure. Plaintiff will seek leave to amend this Complaint to allege their true names and capacities
15 when they are ascertained. Plaintiff is informed and believes and thereon alleges that DOES 3-20 are
16 legally responsible in some manner for the events, happenings, and/or tortious and unlawful conduct
17 that caused the injuries and damages alleged in this Complaint.

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

27 8. Each of the Defendants aided and abetted each other Defendant. Each Defendant
28 knowingly gave substantial assistance to each other Defendant who performed the wrongful conduct

1 alleged herein. Accordingly, each Defendant is jointly and severally liable for the damages
2 proximately caused by each other Defendant's wrongful conduct.

3 9. Each of the Defendants is, and at all relevant times herein mentioned was, the co-
4 conspirator of each other Defendant, and, therefore, each Defendant is jointly and severally liable to
5 Plaintiff for the damages sustained as a proximate result of each other Defendant. Each Defendant
6 entered into an express or implied agreement with each of the other Defendants to commit the wrongs
7 herein alleged. This includes, but is not limited to, the conspiracy to perpetrate sexual violence
8 against Plaintiff and other young students of Defendant Santa Maria JUHSD.

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

11 **GENERAL FACTUAL ALLEGATIONS**

12 ***I. Cardoza Sexually Assaults Minor Students at Golden West High School.***

13 11. From 1975 to approximately 1994, Cardoza was a teacher at Golden West High School
14 ("Golden West") in the Visalia Unified School District, where he repeatedly engaged in inappropriate
15 and criminal sexual behavior with minor children. Cardoza assaulted at least two young male students
16 while he was a teacher at Golden West.

17 ***A. Cardoza's Abuse of KC***

18 12. In approximately 1980, a minor student ("KC") at Golden West High School was
19 placed in Cardoza's freshmen algebra class. While KC was in Cardoza's class, Cardoza began
20 emotionally and physically grooming KC, when KC was only 13 or 14 years old.

21 13. Cardoza slowly developed a friendship with KC, showing him extreme favoritism
22 compared to other students, helping KC with his studies, and frequently giving KC hall passes when
23 KC was running late to class. Cardoza would give KC hall passes approximately 3 or 4 times a week.
24 After approximately a year of receiving hall passes from KC, signed by Cardoza, the other teachers
25 at Golden West would roll their eyes, ignoring the red flags of KC's unusually close relationship with
26 Cardoza.

1 14. At the end of KC's freshmen year at Golden West, KC's parents moved out of the
2 Visalia USD. KC and his family applied for an inter-district transfer, and, as a successful wrestler on
3 the school's wrestling team and close friend of Cardoza, KC was allowed to stay in the school district.

4 15. During his sophomore year, KC had to commute to Golden West. However, Cardoza
5 used this commute to further groom KC and instill KC's family's trust in him. Cardoza's home was
6 halfway between Golden West and KC's new home outside the school district. KC would be invited
7 to stop at Cardoza's house to hang out and drink alcohol. Eventually, this escalated to spending time
8 at Cardoza's apartment and Cardoza giving KC a key to his home.

9 16. Cardoza also emotionally groomed KC by making KC feel understood. Cardoza took
10 KC to Catholic mass and offered guidance. KC began to look up to him as a father figure, a mentor,
11 and a spiritual advisor. These feelings of trust were strengthened when Cardoza engaged in a verbal
12 altercation with the Dean of Students at Golden West, Vern Barlogio, to prevent KC from having his
13 inter-district transfer revoked when KC lit a brick of firecrackers in a trash can in front of the
14 principal's office. Once again, Cardoza expressed and showed favoritism of KC, this time directly
15 to school administration, and openly revealed how close Cardoza had gotten to KC as a result of his
16 sophisticated grooming efforts.

17 17. When KC would stay at Cardoza's house, Cardoza escalated his physical grooming of
18 KC. After KC would come home from wrestling practice, Cardoza would frequently give KC back
19 massages and have father-son-type talks with KC. After several back and neck massages, Cardoza
20 began to massage KC's buttocks and brush his hand across KC's testicles.

21 18. After several months of massages, Cardoza further escalated his sexual abuse of KC.
22 During one such massage, KC became erect. Cardoza thus turned KC onto his back and orally
23 copulated KC.

24 19. After this first instance of oral copulation, Cardoza repeatedly massaged and orally
25 copulated KC. On one occasion, while Cardoza was orally copulating KC, Cardoza began to
26 masturbate. As these sexual assaults continued, KC, unable to escape Cardoza's control, would close
27 his eyes and pretend that he was anywhere else while Cardoza orally copulated him.

1 20. During another sexual assault, when KC was approximately 16 or 17 years old,
2 Cardoza attempted to sodomize KC. During this assault, KC recalled Cardoza saying he would hurt
3 KC.

4 21. In order to obtain KC's compliance with further sexual assaults, Cardoza bought KC
5 three cars from the time he turned 15 years old until KC's second year in college. Cardoza also
6 financed KC's housing during his second year of college. Cardoza bought KC clothes, took KC to
7 Pismo Beach to meet Cardoza's family, and frequently took KC to the arcade.

8 22. Because of Cardoza's abuse, KC began using alcohol and drugs to cope. Cardoza's
9 abuse created a downward spiral in KC's life, culminating in KC attempting to take his own life in
10 approximately 1995.

11 23. Unfortunately, KC was not the only victim of Cardoza who resorted to attempting
12 suicide as a means of escaping the pain caused by his sexual abuse.

13 ***B. Cardoza's Abuse of AB***

14 24. In 1983, another student ("AB") was in Cardoza's class at Golden West High School.
15 Cardoza began to mentor AB and tutor AB in math. Throughout AB's high school years, from 1983
16 to 1986, Cardoza sexually abused and raped AB.

17 25. After Cardoza's abuse, AB began using drugs. AB confided in his mother, a friend,
18 and his pastor regarding Cardoza's rape in the mid-1990s.

19 26. After numerous stays in rehab, AB passed away in 2005. As recounted by AB's
20 mother in Cardoza's later criminal trial, AB was never able to escape the pain caused by Cardoza's
21 sexual abuse.

22 ***C. Cardoza Quietly Resigns from His Teaching Position at Golden West High***
23 ***School, but Continues to Abuse Children, this Time as Part of the Catholic Church.***

24 27. On information and belief, Cardoza's sexual abuse of multiple students at Golden
25 West were known and suspected. On information and belief, employees and/or administrators at
26 Golden West knew of or had reason to suspect that Cardoza had abused or acted inappropriately with
27 students at the school. To escape accountability, Cardoza resigned from his longtime teaching
28 position.

1 **II. *Cardoza Sexually Assaults Minors While Employed By St. Mary's Church.***

2 28. Having resigned from Golden West, Cardoza worked as an altar boy coordinator at St.
3 Mary's Church in Visalia, California. Cardoza held this position within the church for a number of
4 years. As the altar boy coordinator, Cardoza would allow young parishioners to stay at his house.

5 29. During this time period, Cardoza became friends with a minor parishioner ("SM").
6 From 1989 through 1992, when SM was between 12 and 15 years old, SM spent the night at Cardoza's
7 house. Cardoza began to emotionally and psychologically groom SM by providing SM with
8 marijuana and money, and taking SM out to eat. Cardoza also gave SM beer, which caused SM to
9 become groggy. At least four times, SM awoke in Cardoza's guest bedroom wearing only his
10 underwear, despite falling asleep with his clothes on.

11 30. Cardoza also touched the inside of SM's thigh and asked SM if he wanted to watch
12 pornographic material. On at least one occasion, Cardoza asked SM to pose for naked pictures,
13 although SM ultimately refused to take the pictures.

14 31. After a few years as an altar boy coordinator, in approximately 1993, Cardoza applied
15 to join the Mount Angel Seminary. Cardoza was accepted into the seminary, where he began his
16 training to become a priest.

17 32. While Cardoza was studying at the seminary, the Vocational Director at St. Mary's
18 Church, Father Rod Craig, received a complaint from an anonymous parishioner that Cardoza had
19 been seen at the Visalia Radisson Hotel with a young person of approximately high school age. Just
20 a short time later, Father Craig received another complaint of a similar nature against Cardoza.

21 33. In 1995, Father Craig received a third complaint about Cardoza, specifically from KC
22 (mentioned in paragraphs 12-23 herein). KC was in the process of trying to piece his life back
23 together following Cardoza's years of sexually abusing him while at Golden West High School. KC
24 came to the Church and reported Cardoza's earlier molestation to Monsignor Daughtry. As KC was
25 describing being sexually abused by his high school teacher, Monsignor Daughtry named Cardoza
26 before KC could even tell him who the teacher was. It was obvious that Monsignor Daughtry had his
27 own experiences with, or suspicions of, Cardoza.

1 34. As part of a strange “vetting” of KC’s report of sexual abuse, church officials required
2 KC to undergo a psychological evaluation to determine if KC was telling the truth about Cardoza’s
3 abuse. KC agreed and participated. On information and belief, after determining KC’s credibility,
4 Monsignor Daughtry conferred with Father Craig on Cardoza’s status at the Mount Angel Seminary.

5 35. In 1995, just two years into Cardoza’s education, Father Craig removed Cardoza
6 involuntarily from the seminary based on the three complaints of inappropriate conduct with a minor.

7 36. Unfortunately, Cardoza’s serial sexual abuse of minors continued unchecked, after the
8 Catholic Church disassociated itself from this pedophile.

9 **III. *Cardoza Is Hired By Santa Maria JUHSD As A Teacher.***

10 37. Having lost his opportunity to become a Catholic priest because of his repeated sexual
11 abuse and predatory behavior, Cardoza decided to return to his career in education. Cardoza applied
12 to work for Santa Maria JUHSD as a teacher. Prior to hiring Cardoza, Santa Maria JUHSD failed to
13 conduct a basic and proper background check which would have revealed his long history of sexual
14 abuse of minors.

15 38. As discussed, Cardoza was forced to leave the Seminary in 1995, yet did not seek
16 employment with Santa Maria JUHSD until approximately 1997. On information and belief, during
17 the period of 1995-1997, Cardoza was not employed elsewhere. Thus, this leaves a two year “gap”
18 in employment which would cause concern to any employer evaluating a prospective employee. In
19 the context of a public school hiring a teacher to education and care for minor students, that concern
20 is obviously magnified. That two year gap in employment, and even longer gap in employment as a
21 teacher was not properly investigated by the employees at Santa Maria JUHSD that hired Cardoza.

22 39. The reality is that one phone call from staff at Santa Maria JUHSD to Father Craig or
23 anyone else associated with Cardoza’s tumultuous stay at the Archdiocese of Fresno would have
24 prevented Cardoza from ever being hired to teach within Santa Maria JUHSD. Tragically, one phone
25 call to Father Craig would have prevented Plaintiff, and numerous other youths, from being sexually
26 abused.

27 40. Santa Maria JUHSD never sought transcripts from Cardoza’s seminary education
28 institution, and never further inquired into Cardoza’s pursuit of Catholic priesthood. Indeed, staff at

1 Santa Maria JUHSD hired Cardoza without making any inquiry to the Archdiocese of Fresno, the
2 Seminary where Cardoza studied, or Father Craig who was in charge of nearby St. Mary's Church.
3 Santa Maria JUHSD's failures were obviously below the standard of care for hiring educators being
4 entrusted with the well-being of minors.

5 41. Santa Maria JUHSD failed to call Father Rod Craig, who would have revealed the
6 basis for Cardoza's dismissal from the seminary as a result of multiple allegations of inappropriate
7 relations with minor children. Cardoza was hired by Santa Maria JUHSD despite his prior sexual
8 misconduct at Golden West High School and the fact that he was involuntarily removed from the
9 seminary at St. Mary's Church. Despite his significant history abusing minor children and the
10 significant red flags in his employment application stemming from his gap in employment, Santa
11 Maria JUHSD hired Cardoza, and assigned him to work at Santa Maria High School as a math teacher.

12 **IV. *Cardoza Sexually Assaults Several Students At Santa Maria High School.***

13 42. As a teacher at Santa Maria High School, Cardoza used his position and authority to
14 befriend and gain the trust of minor students. Using this trust and authority Cardoza continued to
15 sexually abuse minor students. As a math teacher at Santa Maria High School, Cardoza fine-tuned
16 the manipulative grooming of his students freely and openly, perfecting his expertise in preying on
17 vulnerable young minors.

18 43. In approximately 1999, Sean Shirley, a 15-year-old student of Cardoza's at Santa
19 Maria High School, revealed to his aunt, Pat Shirley, that Cardoza used the word "catamite" in class.
20 Knowing the term referred to a boy kept by an adult male for sexual purposes, Pat Shirley went to
21 Santa Maria High School where she confronted Cardoza.

22 44. In approximately 2000, a student at Santa Maria High School ("DR") took Cardoza's
23 math class as a freshman. DR was selected as Cardoza's teaching assistant during DR's junior and
24 senior year. Cardoza fostered and encouraged a friendship with DR during his years as a student.
25 Shortly after his senior year at Santa Maria High School, DR went to Cardoza's home many times
26 and went into Cardoza's hot tub several times. Cardoza maintained this friendship, even sending DR
27 sexually explicit emails, including one in January 2006 that read:

1 “[DR]: I trust that you had a good Christmas and New Year. Your cookies were = good. How
2 would your (sic) like: a) dinner/lunch? b) a hot soak some time c) animal sex with Frieda, my
3 neighbor’s new German Shepherd d) all of the above?”

4 *A. Cardoza’s Abuse of DA*

5 45. In approximately 2000, Cardoza began grooming a student under the age of 18 (“DA”)
6 who took Cardoza’s math class in 10th grade. As a minor, DA had trouble making friends in high
7 school and Cardoza used that vulnerability to psychologically and emotionally groom DA.

8 46. Consistent with Cardoza’s prior practices towards victims at Golden West High
9 School in Visalia, Cardoza began showing clear favoritism towards DA as part of his grooming
10 process. Cardoza allowed DA to stay in Cardoza’s classroom during lunch. As DA was one of only
11 5 or 6 students who stayed in Cardoza’s room at lunch, Cardoza made DA feel special. DA began to
12 see Cardoza as a mentor and a friend.

13 47. To further groom DA as a minor, Cardoza gave money to DA, often providing DA
14 with money to go get lunch while DA was still a student. DA took several more classes with Cardoza
15 throughout high school, including classes the summer after 10th grade and during 11th grade. DA was
16 also selected to be Cardoza’s teaching assistant in the summer after 11th grade, when he had turned
17 17 years old. Cardoza’s emotional grooming of DA for his ultimate sexual assaults continued during
18 this time period.

19 48. DA turned 18 years old near the end of his senior year. Because of DA’s lack of
20 friends, his own age, and Cardoza’s years of successful grooming, DA didn’t hesitate to comply when
21 Cardoza would invited him over to his house. While DA was at Cardoza’s home, Cardoza would
22 supply DA with alcohol and allow DA to smoke marijuana, even partaking in the smoking. While at
23 Cardoza’s house, DA would often talk to Cardoza about life and the types of things a boy would tell
24 a father figure, further solidifying DA’s manipulated trust in Cardoza.

25 49. While DA was at Cardoza’s house, DA would frequently go into Cardoza’s hot tub in
26 only his boxers or while nude. Cardoza would also show DA pornographic videos. DA would only
27 be wearing a towel while he and Cardoza watched the pornographic videos. Meanwhile, Cardoza
28 was often unclothed.

1 50. While the pornographic videos were on, Cardoza and DA would begin to masturbate.
2 However, out of the corner of his eye, DA would see Cardoza staring at DA while he masturbated
3 rather than focusing on the pornographic video.

4 51. Eventually, the sexual advances escalated, and Cardoza asked DA if Cardoza could
5 take pornographic pictures of DA. Cardoza offered to pay DA \$20 or \$40 every time Cardoza took
6 pornographic photographs of DA. While having DA pose nude, Cardoza would take photos. Cardoza
7 would also reach toward DA's genitals and move DA's genitals. During many of these assaults, DA
8 would try to push Cardoza's hand away or ask Cardoza to stop. However, Cardoza would ignore DA
9 and persisted in his efforts to fondle DA's genitals.

10 52. During some of these sexual assaults, Cardoza would photograph DA holding his own
11 penis and ejaculating. Cardoza would play pornographic videos to guarantee that DA was aroused
12 for the photographs.

13 ***B. Cardoza's Abuse of KS***

14 53. While Cardoza was teaching at Santa Maria High School, he also began
15 psychologically and emotionally grooming another student ("KS"). KS was in Cardoza's algebra
16 classes his freshmen and sophomore year. KS was a minor during this time.

17 54. Cardoza began emotionally and psychologically grooming KS when he was in
18 Cardoza's class. Cardoza would offer to tutor KS in math as well as various other subjects.
19 Furthermore, knowing that KS had a difficult home life and a pregnant girlfriend, Cardoza seized on
20 these vulnerabilities and invited KS to come to Cardoza's house when KS was approximately 16
21 years old. While there, Cardoza would have KS join him in the hot tub naked, and would provide KS
22 with alcohol. Cardoza groomed KS and established a trusting relationship with him, allowing KS to
23 talk to Cardoza about KS's personal life and offering to help in any way he could.

24 55. One evening, when both KS and Cardoza were naked in the hot tub, Cardoza placed
25 his hand on KS's thigh. As Cardoza moved to get up and out of the hot tub, Cardoza slid his hand
26 back where he grazed KS's genitals. Cardoza then apologized, claiming it was an accident.

27 56. Almost every time KS went to Cardoza's house, Cardoza would play pornographic
28 videos for KS, and sometimes KS's friends. On one occasion, Cardoza even walked in on KS

1 changing into his swimsuit, mentioned that, as men, they should change in front of one another, and
2 played pornographic videos on his computer.

3 57. On one occasion, during KS's senior year when he was only 17 years old, Cardoza
4 took KS to lunch and then brought KS to Cardoza's home. During the lunch, Cardoza invited KS to
5 engage in a menage a trois with Cardoza and Cardoza's alleged girlfriend "Sharon." Cardoza
6 explicitly described having KS orally copulate him and Cardoza orally copulating KS as part of the
7 menage a trois. While at Cardoza's home, Cardoza told KS that he wanted to take pictures of KS to
8 show Cardoza's "girlfriend." KS agreed, but the situation quickly escalated. Cardoza turned on a
9 pornographic video and told KS to get KS's penis hard so that Cardoza could show his girlfriend
10 "how big it was." Cardoza urged KS to begin masturbating and took pictures of KS masturbating.
11 While taking the pictures, Cardoza unzipped his own pants, grabbed his own penis, and began
12 masturbating. When KS ejaculated, Cardoza gave him a napkin to clean up. However, after KS
13 cleaned up, Cardoza took the napkin from KS, making KS even more uncomfortable.

14 58. KS felt obligated to take the pictures, afraid to anger Cardoza and lose one of the only
15 friends he had. KS feared that if he did not comply he would not be allowed back at Cardoza's house,
16 which evidences the true impact of Cardoza's years of sophisticated grooming and manipulating of
17 KS.

18 59. Because of the sexual assault, KS felt immense shame and blamed himself, believing
19 he had somehow lead Cardoza on or put himself in the situation. This was a common theme amongst
20 Cardoza's many victims.

21 60. After the sexual assault, KS did not return to Cardoza's house for a long time.
22 However, Cardoza was able to get KS to return to the house by continually providing KS money to
23 fuel his drug problem. After pulling KS back into the cycle of abuse through this grooming process,
24 Cardoza encouraged KS to bring KS's girlfriend to Cardoza's house. Once there, Cardoza allowed
25 KS to use one of Cardoza's bedrooms for sexual intercourse. Cardoza also asked to watch KS and
26 his girlfriend as they engaged in intercourse.

27 ***C. Cardoza's Abuse of CH***
28

1 61. Sometime between 2000 and 2004, Cardoza groomed another minor student (“CH”).
2 Cardoza began the psychological and emotional grooming process when CH took Cardoza’s classes
3 during his junior and senior year at Santa Maria High School. Cardoza would have CH perform odd
4 jobs around Cardoza’s house, such as mowing the lawn and washing Cardoza’s car. On at least one
5 occasion, Cardoza offered to pay CH to pose for pornographic photographs. Cardoza kept a large
6 picture of CH, posing nude, in his office.

7 62. Cardoza attempted to maintain an inappropriate relationship with CH, even calling
8 CH’s family at their home to try to get in contact with CH. CH’s sister Katelyn answered the phone
9 after CH had graduated and informed Cardoza that CH had joined the army and was serving his
10 country, fighting in Iraq.

11 **V. *Cardoza Is Transferred To Pioneer Valley High School Where He Identifies and Sexually***
12 ***Grooms Plaintiff.***

13 63. Despite the countless red flags and Cardoza’s assaults on the multiple students at Santa
14 Maria High School, Santa Maria JUHSD did not counsel, discipline, or terminate this predator’s
15 employment. Rather, Cardoza applied to transfer from Santa Maria High School to Pioneer Valley
16 High School, a newly opened high school within Santa Maria JUHSD where Cardoza would have
17 access to new students, and escape suspicions of past abuse. As a result of its negligence in
18 conducting a thorough background investigation and the school’s failure to investigate the red flags
19 that were present in Cardoza’s behavior, Santa Maria JUHSD exposed new, trusting and vulnerable
20 minors at Pioneer Valley High School to a seasoned sexual predator. This negligence directly resulted
21 in Cardoza’s abuse of Plaintiff.

22 64. At the beginning of the 2004-2005 school year, Cardoza began working at Pioneer
23 Valley High School as a math teacher.

24 65. Halfway through the 2005-2006 school year, in approximately January of 2006,
25 Plaintiff enrolled as a student at Pioneer Valley High School.

26 66. Plaintiff was in his sophomore year of high school and only 16 years old when he was
27 enrolled in Cardoza’s Algebra 1B class. From the time Plaintiff stepped into Cardoza’s classroom,
28 Cardoza began sexually grooming Plaintiff by seeking to earn his emotional and psychological trust.

1 67. Tragically having struggled with his sexuality and the resulting deterioration of his
2 familial relationships due to his homosexuality, Plaintiff attempted to take his own life in the Spring
3 of 2006. On information and belief, Cardoza targeted Plaintiff for sexual grooming based on his
4 emotional, psychological, and physical vulnerability as a product of mental illness and lack of a
5 paternal influence.

6 68. While Plaintiff was hospitalized after Plaintiff's suicide attempt, Cardoza visited
7 Plaintiff in the hospital and brought Plaintiff's mom flowers. Cardoza even told Plaintiff that he
8 would be Plaintiff's mentor and father figure. Plaintiff confided in Cardoza about Plaintiff's sexual
9 orientation, as Plaintiff believed he had found a trusted mentor, friend, and father figure.

10 69. After Plaintiff returned to school following the suicide attempt, Cardoza continued
11 grooming Plaintiff on school property and in plain view of faculty, teachers, staff and students. Once
12 again, as he did with his multiple prior victims, Cardoza showed Plaintiff clear and unusual favoritism
13 that was open and obvious to those surrounding them. Cardoza would pick Plaintiff up from school,
14 single Plaintiff out for preferential treatment, tutor Plaintiff in math, and help Plaintiff and Plaintiff's
15 mother financially. When Plaintiff struggled to get along with his science teacher, Cardoza arranged
16 to have Plaintiff sit in his class during Plaintiff's science period instead, effectively skipping class
17 and just sitting aimlessly for an entire period each day.

18 70. During the final months of the 2006 school year, Cardoza would take Plaintiff out to
19 lunch or invite Plaintiff over to Cardoza's home after school. Cardoza would also frequently pick
20 Plaintiff up in the school parking lot, in plain view of faculty and/or school administrators on campus.
21 Cardoza didn't make it a secret that he was taking Plaintiff off campus or singling Plaintiff out as
22 "special," contravening any policies or procedures that Santa Maria JUHSD should have had relating
23 to teacher interactions with individual students.

24 71. In addition to gaining Plaintiff's emotional trust, Cardoza continued sexually
25 grooming and manipulating Plaintiff by also seeking to earn his physical trust. For example, when
26 Cardoza would bring Plaintiff over to Cardoza's house, Cardoza would complement Plaintiff's body
27 or tell Plaintiff that Plaintiff had to be naked to go into the hot tub at Cardoza's house.

28 **VI. *Cardoza Sexually Assaults Plaintiff.***

1 72. On June 16, 2006, when Plaintiff was only 16 years old, and after having earned his
2 emotional, psychological, and physical trust, Cardoza sexually assaulted Plaintiff.

3 73. In the early afternoon of June 16, 2006, Cardoza invited Plaintiff to lunch. Cardoza
4 took him to a restaurant in Santa Maria before Cardoza brought Plaintiff back to Cardoza's home.
5 While there, Plaintiff saw a magazine and commented that the man on the cover of the magazine was
6 "hot." Cardoza responded, "Oh you like that?"

7 74. Cardoza then brought Plaintiff into his home office and played pornographic films.
8 Cardoza began fondling Plaintiff's penis.

9 75. Cardoza unzipped Plaintiff's pants, took out Plaintiff's penis, and began masturbating
10 Plaintiff. Cardoza asked Plaintiff if Cardoza could take Plaintiff's picture. Plaintiff told Cardoza
11 he'd like to go home. Cardoza responded that it would be a long walk from Cardoza's home to Santa
12 Maria, where Plaintiff lived. Plaintiff didn't have money to take the bus and felt trapped and unable
13 to leave without complying with Cardoza's request so that Cardoza would drive him home.

14 76. Against his wishes, Cardoza took several pictures of Plaintiff and Plaintiff's penis.
15 Cardoza removed all of his clothes and forced Plaintiff to enter the master bedroom, where Cardoza
16 told Plaintiff to remove all his clothes as well.

17 77. After taking more pictures of Plaintiff, Cardoza straddled Plaintiff and told Plaintiff
18 to "suck his dick." When Plaintiff turned away, Cardoza grabbed the back of Plaintiff's head and
19 forced his penis into Plaintiff's mouth. Cardoza removed his penis from Plaintiff's mouth and orally
20 copulated Plaintiff. When Plaintiff did not ejaculate, Cardoza started to spread Plaintiff's legs apart
21 to expose Plaintiff's anus. Fearful, Plaintiff held his legs together tightly to prevent Cardoza from
22 penetrating his anus.

23 78. Cardoza got off the bed and ordered Plaintiff to masturbate until Plaintiff ejaculated
24 while Cardoza took pictures of Plaintiff.

25 79. Cardoza returned to the bed and rubbed his penis on Plaintiff's body. Cardoza asked
26 if he could ejaculate on Plaintiff's body. Despite Plaintiff's refusal and protests, Cardoza ejaculated
27 onto Plaintiff and forced semen into Plaintiff's mouth.
28

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

3 **VII. *Cardoza Is Subsequently Arrested and Convicted for His Sexual Assault of Plaintiff.***

4 81. After the assault, Cardoza finally allowed Plaintiff to return home. Upon returning
5 home, Plaintiff immediately called a friend and disclosed the assault. That same day, police were
6 called to Plaintiff's home, where they took Plaintiff's statement. Cardoza was arrested soon
7 thereafter.

8 82. Despite being arrested for sexually abusing Plaintiff, a student, Santa Maria JUHSD
9 did not terminate Cardoza as an employee for more than two years.

10 83. Despite the fact that Cardoza was arrested and criminally prosecuted for sexually
11 abusing Plaintiff, no senior administrative leader of either Pioneer Valley High School or Santa Maria
12 JUHSD ever bothered to reach out to Plaintiff to apologize for what had happened to him, to check
13 on Plaintiff's well-being, or attempt to accommodate Plaintiff in his schooling in any way.

14 84. Making matters even worse, on information and belief, even when Cardoza was
15 charged with the abuse of Plaintiff, Santa Maria JUHSD permitted students to hold a rally supporting
16 Cardoza and alleging his innocence to take place on Pioneer Valley High School's campus during
17 their Panther Hour class period. The students were allowed to carry signs in support of Cardoza.
18 Plaintiff was still enrolled at the school at this time. Instead of focusing on Plaintiff's mental health
19 and well-being, Santa Maria JUHSD allowed a rally that would only serve to re-traumatize Plaintiff.

20 85. Cardoza was prosecuted by the Santa Barbara County District Attorney's Office for
21 his sexual abuse of Plaintiff. In 2008, Cardoza was found guilty of oral copulation by a minor upon
22 the defendant by force or duress, oral copulation on a minor by force or duress, oral copulation by a
23 minor upon the defendant without force or duress, oral copulation on a minor without force or duress,
24 documenting a sex act of a minor, molesting or annoying a child, and duplication of an image of a
25 child engaged in sexual conduct. The Santa Barbara County Superior Court sentenced Cardoza to 16
26 years in prison, and required mandatory registration as a sex offender pursuant to California Penal
27 Code Section 290.

1 86. During the criminal trial, the Court expressly found that Cardoza carried out his crimes
2 with sophistication and took advantage of his position of trust by engaging himself and interacting
3 with his victims' families. The Court also expressly determined that KC, KS, and Plaintiff were all
4 "very credible," and determined that Cardoza was "not credible whatsoever."

5 87. On information and belief, Cardoza was recently released from prison in August of
6 2021, and has registered as a sex offender in Santa Maria, California.

7 ***VIII. Santa Maria JUHSD Was Negligent In Its Duties to Plaintiff And Completely Failed Its***
8 ***Students.***

9 88. At all times relevant hereto, Cardoza was an adult male employed by Santa Maria
10 JUHSD as a math teacher at Santa Maria High School and, eventually, Pioneer Valley High School.
11 In such capacity, Cardoza was under the direct supervision, employ, agency, and control of Santa
12 Maria JUHSD and DOES 3-20. Cardoza's duties and responsibilities with Santa Maria JUHSD
13 included, in part, providing for the supervision, counseling, advisory, educational, and emotional
14 needs and well-being of students of Santa Maria High School, and eventually, Pioneer Valley High
15 School.

16 89. Plaintiff is informed and believes, and thereon alleges, that at all times relevant herein,
17 Santa Maria JUHSD owned, operated, maintained, controlled, and staffed the Santa Maria High
18 School and Pioneer Valley High School. Santa Maria JUHSD promoted Santa Maria High School
19 and Pioneer Valley High School as safe places where students could obtain a high quality and safe
20 education.

21 90. Plaintiff is informed and believes and thereon alleges, that in hiring Cardoza as a
22 teacher at Santa Maria High School, and eventually transferring Cardoza to Pioneer Valley High
23 School, Defendants gave Cardoza full power, control, and authority to provide teaching services to
24 Santa Maria JUHSD's students. By continuing to employ Cardoza, Santa Maria JUHSD held
25 Cardoza out to be a professional and safe teacher at both Santa Maria High School and Pioneer Valley
26 High School.

27 91. As a teacher and with the endorsement of Santa Maria JUHSD, Cardoza stood in a
28 position of power, respect, confidence, trust, and authority amongst Plaintiff and numerous other

1 young children. Defendants lodged with Cardoza the color of authority, by which he was able to
2 influence, direct, and assault Plaintiff and others, and to act illegally, unreasonably, and without
3 respect for the person and safety of Plaintiff and other minors.

4 92. At all times relevant hereto, Santa Maria JUHSD was responsible for the supervision
5 of its employees' and agents' activities, including those of Cardoza, and assumed responsibility for
6 the well-being of the minor children in its care, including Plaintiff.

7 93. As a student at Pioneer Valley High School, where Cardoza was employed and
8 worked, Plaintiff was under Cardoza's and Santa Maria JUHSD's supervision, care, and control,
9 which created a special or fiduciary relationship.

10 94. It was through this position of trust and confidence that Cardoza exploited Plaintiff in
11 perpetuating his sexual assault and battery upon him. Plaintiff is informed and believes and thereon
12 alleges that all of the sexually abusive and harassing conduct alleged herein was done to satisfy
13 Cardoza's own prurient sexual desires.

14 95. The sexual acts perpetrated upon Plaintiff by Cardoza constitute child sexual assault
15 as defined by California Code of Civil Procedure Section 340.1, as modified by Assembly Bill 218,
16 and were a violation of the California Penal Code, including, but not limited to, Penal Code Sections
17 287, 288, 311.4, and 647.6.

18 96. Additionally, as a minor child under the custody, care, and control of Defendants,
19 Defendants stood *in loco parentis* with respect to Plaintiff while he attended class and other school-
20 related functions through Santa Maria JUHSD. As the responsible party and/or employer controlling
21 Cardoza, Santa Maria JUHSD also was in a special relationship with Plaintiff and owed special duties
22 to Plaintiff.

23 97. Prior to and during the sexual harassment, molestation and assault of Plaintiff,
24 Defendant Santa Maria JUHSD knew or should have known, or were otherwise on notice, that
25 Cardoza had previously engaged in inappropriate sexual conduct with minors. Defendants knew or
26 should have known, or were otherwise on notice, that Cardoza had violated his role as a teacher and
27 used this position of authority and trust acting on behalf of Santa Maria JUHSD to gain access to
28

1 children, including Plaintiff, on and off Santa Maria JUHSD's facilities and grounds, which he used
2 to inappropriately touch, molest, abuse, and assault Plaintiff and numerous other minor students.

3 98. Defendants knew or should have known of Cardoza's propensity and disposition to
4 engage in sexual misconduct with minors before he sexually assaulted and harassed Plaintiff, and
5 should have known of the probability that he would harass minors with whom he came into contact,
6 such as Plaintiff.

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

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

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

23 102. The act of grooming, in and of itself, is a crime under California law. It is also
24 foreseeable to Santa Maria JUHSD that Cardoza's grooming behavior could lead to sexual assault if
25 unchecked. This is particularly true in light of the specific grooming that took place in this case.

26 103. Santa Maria JUHSD had inquiry notice of the risks presented by Cardoza, as alleged
27 herein, and had a special relationship with Plaintiff that required it to warn and protect Plaintiff from
28 the abuse by Cardoza.

1 104. Defendants had a duty to disclose these facts to Plaintiff, his parents, and others, but
2 negligently and/or intentionally suppressed, concealed, or failed to disclose this information for the
3 express purposes of maintaining Cardoza's image as an ethical, wholesome, safe, and trusted teacher
4 at and within Santa Maria JUHSD. The duty to disclose this information arose from the special,
5 trusting, confidential, fiduciary, and *in loco parentis* relationship between Defendants and Plaintiff.

6 105. As of 2006, Santa Maria JUHSD had no concrete rules or regulations as to teacher
7 student relationships. In fact, Santa Maria JUHSD's assistant superintendent of personnel, John
8 Robertson, explained that the regulations consisted of "advis[ing] teachers to be cautious" in their
9 relationships with students. Santa Maria JUHSD clearly failed to enforce rules and regulations
10 prescribed for schools, exercise reasonable control over students as is reasonably necessary to
11 maintain order, protect property, or protect the health and safety of faculty and students or to maintain
12 proper and appropriate conditions conducive to learning. Santa Maria JUHSD patently ignored their
13 duty as an educational institution to refrain from violating Plaintiff's right to protection from bodily
14 restraint or harm.

15 106. Before Plaintiff was sexually assaulted by Cardoza, Defendants knew or should have
16 known that Cardoza had engaged in immoral conduct with minors in the past, and/or was continuing
17 to engage in such conduct while teaching at Pioneer Valley High School. Defendants should have
18 disclosed these facts to Plaintiff, his parents, law enforcement, education officials, staff, and others,
19 but chose to stay quiet. The duty to disclose this information arose by the special, *in loco parentis*
20 relationship between Santa Maria JUHSD and Plaintiff.

21 107. Santa Maria JUHSD failed to take reasonable steps and implement reasonable
22 safeguards to avoid childhood sexual abuse of its students, including preventing the abuse of Plaintiff
23 by Cardoza, and avoiding the placement of Cardoza in an environment in which contact with children
24 was promoted yet unsupervised. Instead, Defendants ignored and/or permitted the improper
25 grooming to continue, which ultimately led to the sexual abuse of Plaintiff and others by Cardoza.
26 School officials failed to properly supervise Cardoza at Santa Maria JUHSD, which as set forth
27 herein, lead to at least four of its students, including Plaintiff, being sexually abused by Cardoza.

1 **FIRST CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(Against Santa Maria JUHSD and Does 3-20)**

4 108. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent
5 paragraphs of this Complaint as if fully set forth herein.

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

9 110. Defendants' conduct, actions, and omissions served to create an environment in which
10 Cardoza was afforded years of continuous secluded access to minor children, including Plaintiff, who
11 was sexually abused, molested and assaulted by Cardoza at the age of 16 years old.

12 111. Compulsory education laws create a special relationship between students and school
13 districts, and students have a constitutional guarantee to a safe, secure, and peaceful school
14 environment. Defendants failed to thoroughly investigate the teachers they were hiring, Defendants
15 hired a sexual predator, Defendants failed to acknowledge unsafe conditions and red flags in that
16 sexual predator's behavior, and therefore failed to guarantee safe surroundings in an environment in
17 which Plaintiff was not free to leave. Even more egregious, Defendants failed to have concrete rules
18 regarding teachers' relationships with students designed to protect vulnerable minor students from
19 childhood sexual abuse.

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

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

3 113. Santa Maria JUHSD had a duty to protect students, including Plaintiff, who was
4 entrusted to its care. Santa Maria JUHSD owed Plaintiff, a child at the time, a special duty of care,
5 in addition to a duty of ordinary care, and owed Plaintiff the higher duty of care that adults dealing
6 with children owe to protect them from harm. Santa Maria JUHSD were required, but failed, to
7 provide adequate supervision and failed to be properly vigilant in ensuring that such supervision was
8 sufficient to ensure the safety of Plaintiff and others.

9 114. Santa Maria JUHSD were required but failed to exercise careful supervision of the
10 moral conditions in their school. This duty extended beyond the classroom. Santa Maria JUHSD
11 had a duty to put rules and regulations in place to protect their students from the possibility of
12 childhood sexual abuse at the hands of Santa Maria JUHSD's teachers, Santa Maria JUHSD had a
13 duty to and failed to adequately investigate the faculty and staff before exposing minor students to
14 these teachers, counselors, mentors, advisors, and staff, and to train and supervise all counselors,
15 advisors, teachers, mentors and staff to create a positive, safe, and educational environment,
16 specifically including training to perceive, report and stop inappropriate conduct by other members
17 of the staff, specifically including Cardoza, with children.

18 115. By virtue of his unique authority and position as a teacher, Cardoza was able to
19 identify vulnerable victims and their families, such as Plaintiff, upon which he could perform sexual
20 assault; to manipulate his authority to procure compliance with his sexual demands from his victims;
21 and to induce the victims to continue to allow the assault. As a teacher, Cardoza had unique access
22 to, and held a position of authority among, students who were attending Santa Maria JUHSD.

23 116. Santa Maria JUHSD, by and through their agents, servants, and employees, knew or
24 reasonably should have known of Cardoza's sexually abusive and exploitative propensities and/or
25 that Cardoza was an unfit agent both before hiring him and during his employment. It was foreseeable
26 that if Santa Maria JUHSD did not adequately exercise or provide the duty of care owed to children
27 in their care, including but not limited to Plaintiff, the children entrusted to its care would be
28 vulnerable to sexual assault by Cardoza.

1 117. Santa Maria JUHSD breached their duty of care to Plaintiff by hiring Cardoza;
2 allowing Cardoza to come into contact with Plaintiff as a child without supervision; by failing to
3 adequately vet Cardoza's credentials, or otherwise conduct a basic background check into Cardoza's
4 history with the St. Mary's Church Seminary or Golden West High School; by failing to properly
5 investigate Cardoza; by actively shielding Cardoza from responsibility for his sexual assault of
6 Plaintiff and other minors; by failing to acknowledge the existence of complaints against Cardoza of
7 sexual assault on Plaintiff and other minors; by failing to inform or concealing from Plaintiff's
8 parents, guardians, or law enforcement officials that Cardoza was or may have been sexually abusing
9 minors; and by holding out Cardoza to the Santa Maria JUHSD community at large as being in good
10 standing and trustworthy as a person of stature and integrity.

11 118. As a direct and proximate result of Santa Maria JUHSD's multiple and continuous
12 breaches, Plaintiff has suffered economic injury, all to Plaintiff's general, special, and consequential
13 damage in an amount to be proven at trial, but in no event less than the minimum jurisdictional amount
14 of this Court.

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

20 **SECOND CAUSE OF ACTION**

21 **NEGLIGENT HIRING AND RETENTION**

22 **(Against Defendants Santa Maria JUHSD and DOES 3-20)**

23 120. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent
24 paragraphs of this Complaint as if fully set forth herein.

25 121. Pursuant to California Government Code section 815.2, Defendant Santa Maria
26 JUHSD is liable for injuries proximately caused by the acts or omissions of its employees, agents,
27 servants and/or joint venturers, where such acts or omissions were within the course and scope of
28 employment.

1 122. On information and belief, Santa Maria JUHSD failed to perform a proper, complete
2 and thorough background and professional/educational reference checks on Cardoza at the time of
3 his hire, and as a result failed to properly supervise and institute necessary safeguard, to guard against
4 potential sexual abuse or grooming.

5 123. Once hired by Santa Maria JUHSD, Cardoza undertook to openly and obviously
6 groom multiple students, including Plaintiff. It thus appears that school leadership, staff and
7 employees were not able to recognize the signs of grooming by Cardoza due to inappropriate training
8 or lack thereof.

9 124. On information and belief, had school leadership and staff been trained to recognize
10 red flags associated with grooming, they would have undertaken to cease, report and stop the behavior
11 of Cardoza before Plaintiff was actually sexually assaulted, as explained herein.

12 125. By the time Plaintiff was sexually abused by Cardoza, Santa Maria JUHSD, knew or
13 should have known of the ongoing grooming and abuse of Plaintiff, but due to their lack of training,
14 failed to recognize those signs.

15 126. Defendants owed Plaintiff a duty not to retain Cardoza given his proclivity towards
16 pedophilia, which Santa Maria JUHSD and DOES 3-20 knew, or should have known had they
17 engaged in a meaningful and adequate investigation of his background prior to allowing him to
18 become a teacher for Santa Maria JUHSD, as well as investigation of allegations of sexual assault of
19 Plaintiff and other minor students at Santa Maria JUHSD.

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

25 128. Santa Maria JUHSD and DOES 3-20, by and through their agents, servants, and
26 employees, knew or reasonably should have known of Cardoza's sexually abusive and exploitative
27 propensities and/or that Cardoza was an unfit agent. Despite such knowledge and/or an opportunity
28 to learn of Cardoza's sexual misconduct and background at St. Mary's Church Seminary and Golden

1 West High School, Santa Maria JUHSD and DOES 3-20 negligently hired and retained Cardoza in
2 his position of trust and authority as a teacher, where he was able to commit the wrongful acts against
3 Plaintiff and others alleged herein. Santa Maria JUHSD and DOES 3-20 failed to properly evaluate
4 Cardoza in advance by failing to conduct necessary screening, failed to properly evaluate Cardoza's
5 conduct and performance as an employee of, or provider of services to his prior employers, and failed
6 to exercise the due diligence incumbent upon employers to investigate employee misconduct, or to
7 take appropriate disciplinary action, including immediate termination and report and referral of
8 Cardoza's sexual assault to appropriate authorities. Santa Maria JUHSD and DOES 3-20 negligently
9 continued to retain Cardoza in service as a teacher, working or providing services for the school
10 district, which enabled him to continue engaging in the sexually abusive and predatory behavior
11 described herein.

12 129. Santa Maria JUHSD and DOES 3-20 should have known that Cardoza had previously
13 engaged in dangerous and inappropriate conduct, and it was reasonably foreseeable that Cardoza was
14 engaging, or would engage in illicit sexual activities with Plaintiff, and others, under the cloak of his
15 authority, confidence, and trust, bestowed upon him through the school district.

16 130. Santa Maria JUHSD and DOES 3-20 were aware or should have been aware of
17 children's significant vulnerability to sexual harassment, molestation and assault by mentors,
18 advisors, teachers, counselors and other persons of authority.

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

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

1 **THIRD CAUSE OF ACTION**

2 **NEGLIGENT SUPERVISION**

3 **(Against Defendants Santa Maria JUHSD and DOES 3-20)**

4 133. Plaintiff repeats, re-alleges and incorporates herein by reference all consistent
5 paragraphs of this Complaint as if fully set forth herein.

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

10 135. As an educational institution entrusted with the care of minors, where all students are
11 entrusted to the teachers, counselors, advisors, mentors, faculty members, and administrators, Santa
12 Maria JUHSD expressly and implicitly represented that these individuals, including Cardoza, were
13 not a sexual threat to children and others who would fall under Santa Maria JUHSD's influence and
14 control.

15 136. It is well-settled that a school district, such as Santa Maria JUHSD, has a duty to
16 supervise its students and employees. Supervision requires more than simply the presence of staff or
17 administration on campus. It requires the knowledge and care as an institution as to the types of
18 foreseeable harm that a student may encounter, and protecting against those harms by establishing,
19 implementing, and enforcing adequate policies and procedures. Supervision requires adequate
20 training, adequate staff, and adequate involvement by staff and administration.

21 137. Santa Maria JUHSD failed to provide such supervision to the Plaintiff by allowing
22 Cardoza to be alone with minor students in violation of its own policies and/or the applicable standard
23 of care. Santa Maria JUHSD failed to take reasonable measures to prevent the grooming and
24 childhood sexual abuse of its students, including Plaintiff.

25 138. On information and belief, including the sheer volume of wrongdoing and multiple
26 known victims of Cardoza, Santa Maria JUHSD did not have in place a system or procedure to
27 reasonably investigate, supervise and monitor teachers, nor safeguards designed to prevent pre-sexual
28 grooming and sexual abuse of children. Even if such procedures existed on paper, Santa Maria

1 JUHSD did not implement any system or procedure to oversee or monitor conduct towards minors,
2 students and others in its care during the time period at issue.

3 139. Santa Maria JUHSD and DOES 3-20 were aware or should have been aware of the
4 significant vulnerability facing its students, as it relates to pre-assault grooming and sexual abuse at
5 the hands of teachers, counselors, and other persons of authority within Santa Maria JUHSD.

6 140. Santa Maria JUHSD and DOES 3-20 owed Plaintiff a duty to provide reasonable
7 supervision of both Plaintiff and Cardoza to use reasonable care in investigating Cardoza and to
8 provide adequate warning to Plaintiff and his family, and to families of other children who were
9 entrusted to Cardoza, of Cardoza's abusive tendencies.

10 141. Once hired, Cardoza openly and obviously groomed Plaintiff, but school leadership
11 and personal either did not or were not able to recognize the signs of grooming by Cardoza due to
12 inadequate training and related school policies, or lack thereof.

13 142. On information and belief, had staff members been trained to recognize the signs of
14 grooming, they would have undertaken to cease, report and stop the behavior of Cardoza long before
15 Plaintiff was ever abused.

16 143. Santa Maria JUHSD and DOES 3-20, by and through their agents, servants, and
17 employees, knew or reasonably should have known of Cardoza's sexually abusive and exploitative
18 propensities and/or that Cardoza was an unfit agent both before hiring him and during his
19 employment. Despite such knowledge, Santa Maria JUHSD and DOES 3-20 negligently failed to
20 supervise Cardoza despite his position of trust and authority. Santa Maria JUHSD and DOES 3-20
21 failed to provide reasonable supervision of Cardoza, failed to use reasonable care in investigating
22 Cardoza and his background with the St. Mary's Church Seminary and Golden West High School,
23 and failed to provide adequate warning to Plaintiff and his family regarding Cardoza's sexually
24 troubling history. Santa Maria JUHSD and DOES 3-20 further failed to take reasonable measures to
25 prevent future sexual assault.

26 144. Santa Maria JUHSD and DOES 3-20 breached their duty to Plaintiff by, *inter alia*,
27 failing to enact concrete rules and regulations regarding teacher relationships with minor students.

1 Defendants also failed to adequately monitor and supervise Cardoza and failed to stop Cardoza from
2 committing wrongful sexual acts with minors, including Plaintiff.

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

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

11 **FOURTH CAUSE OF ACTION**

12 **SEXUAL BATTERY**

13 **(Against Defendant Cardoza)**

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

16 148. During Plaintiff's time as a minor student at Santa Maria JUHSD, Cardoza
17 intentionally, recklessly, and wantonly made sexual advances, solicitations, requests, and demands
18 for sexual compliance of a hostile nature based on Plaintiff's gender that were unwelcome, pervasive,
19 and severe. The sexual harassment and assault included, but was not limited to, forcing Plaintiff's
20 mouth on Cardoza's genitals, ejaculating on Plaintiff's body, oral copulation of Plaintiff.

21 149. Cardoza did the aforementioned acts with the intent to cause a harmful or offensive
22 contact with an intimate part of Plaintiff's person and would offend a reasonable sense of personal
23 dignity. Further, said acts did cause a harmful or offensive contact with an intimate part of Plaintiff's
24 person that would offend a reasonable sense of personal dignity.

25 150. Because of Cardoza's position of authority over Plaintiff, physical seclusion of
26 Plaintiff, Plaintiff's mental and emotional state, and Plaintiff's young age, Plaintiff was unable to and
27 did not give consent to such acts.

151. As a result of the above-described conduct, Plaintiff has suffered economic injury, all to Plaintiff's general, special, and consequential damage in an amount to be proven at trial, but in no event less than the minimum jurisdictional amount of this Court.

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

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

FIFTH CAUSE OF ACTION

SEXUAL HARASSMENT

(Against Defendant Cardoza)

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

155. During Plaintiff's time as a minor student at Santa Maria JUHSD, Cardoza intentionally, recklessly, and wantonly made sexual advances, solicitations, requests, and demands for sexual compliance of a hostile nature based on Plaintiff's gender that were unwelcome, pervasive, and severe. The sexual harassment and assault included, but was not limited to, forcing Plaintiff's mouth on Cardoza's genitals and forcibly placing Cardoza's mouth on Plaintiff's genitals. These incidents of sexual assault occurred while Plaintiff was under the control of Santa Maria JUHSD and their agents, acting in their capacity as teachers, counselors, mentors, advisors, and administrators on behalf of Defendants.

156. Because of Plaintiff's relationship with Cardoza and Plaintiff's age of minority, Plaintiff was unable to terminate the relationship he had with him.

157. Because of Cardoza's age and position of authority, physical seclusion of Plaintiff, Plaintiff's mental and emotional state, and Plaintiff's age of minority, Plaintiff was unable to, and did not, give meaningful consent to Defendant's acts.

158. Even though Defendants knew or should have known of these activities by Cardoza, Defendants did nothing to investigate, supervise, or monitor Cardoza to ensure the safety of minor children.

159. Cardoza's conduct was a breach of his duties to Plaintiff.

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

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

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

163. Plaintiff also seeks appropriate statutory penalties and attorney's fees pursuant to section 52 of the Civil Code.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief against Defendants:

1. For past, present, and future general damages in an amount to be determined at trial;
2. For past, present, and future special damages, including but not limited to past, present and future lost earnings, economic damages, and others in an amount to be determined at trial;
3. Any appropriate statutory damages;

- 1 4. For cost of suit;
- 2 5. For interest as allowed by law;
- 3 6. For any appropriate punitive or exemplary damages as to Defendant Cardoza;
- 4 7. For attorney's fees pursuant to Code of Civil Procedure section 1021.5 and Civil Code
- 5 sections 51.9(b), or otherwise as allowable by law; and
- 6 8. For such other and further relief as the Court may deem proper.
- 7

8 DATED: September 23, 2021

GREENBERG GROSS LLP

9

10 By: 

Brian L. Williams
Jemma E. Dunn
Bailee B. Pelham

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13 JEFF ANDERSON & ASSOCIATES
Michael Reck
Hagerey Mengistu

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15 *Attorneys for Plaintiff James McDaniel*

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DATED: September 23, 2021

By:

JEFF ANDERSON & ASSOCIATES
Michael Reck
Hagerey Mengistu

-32-

COMPLAINT