

1 Anthony M. De Marco, [SBN: 189153]
anthony@demarcolawfirm.com
2 DEMARCO LAW FIRM
133 W. Lemon Avenue
3 Monrovia, California 91016
4 Tel: 626-844-7700

FILED
Superior Court of California
County of Los Angeles
11/15/2023
David W. Slayton, Executive Officer / Clerk of Court
By: E. Chanes Deputy

5 Attorneys for Plaintiffs, JANE D.B. DOE
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10 JANE D.B. DOE, an individual,
11
12 Plaintiff,

Case No.: 22NWCV01519
(Hon. Olivia Rosales – Dept. F)

**AMENDED COMPLAINT FOR
DAMAGES**

14 v.

15 CITY OF WHITTIER, CHARLES DRYLIE,
16 DEFENDANT DOE POLICE CORPORAL
17 and DOES 4 through 100, inclusive,

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

18
19 Defendants.

20
21 DEMAND FOR JURY TRIAL
22
23

24 Plaintiff JANE D.B. DOE brings this action against CITY OF WHITTIER, CHARLES
25 DRYLIE, DEFENDANT DOE POLICE CORPORAL and DEFENDANT DOES 4–50
26 (collectively, “Defendants”), and based on information and belief alleges as follows:

27 ///

28 ///

1 **INTRODUCTION**

2 1. Plaintiff, JANE D.B. DOE (“Plaintiff”) and other young participants in CITY OF
3 WHITTIER’s (“City”) youth police training program, is a survivor of child sexual abuse at the
4 hands of Defendants. CHARLES DRYLIE (“Police Officer”) and DEFENDANT DOE POLICE
5 CORPORAL (“Police Corporal”) used their roles as youth police training advisors to gain access
6 to and sexually molest the minor Plaintiff. Defendants knowingly, intentionally, willfully,
7 deliberately, and recklessly fostered a pervasive and hostile environment that utterly disregarded
8 the rights and safety of young children whose wellbeing as minors was entrusted to Defendants.
9 As a result, Plaintiff has suffered humiliation, shame, and significant emotional distress.

10 2. Plaintiff, JANE D.B. DOE, was sexually molested as a minor by CHARLES
11 DRYLIE, when she was a child participant in the City’s youth police training program at the City’s
12 police department. CHARLES DRYLIE sexually abused Plaintiff starting in 1976 when Plaintiff
13 was 15 years old. The abuse continued, often and regularly, for several years. The abuse occurred
14 at the City’s police station, as well as in CHARLES DRYLIE’s squad car during active duty. It
15 also occurred at CHARLES DRYLIE’s house and Plaintiff’s house, also during active-duty hours.
16 The abuse occurred during the City’s Police Explorer activities. At all times herein alleged,
17 CHARLES DRYLIE was an employee and/or agent of CITY OF WHITTIER and was under its
18 control and/or active supervision. Upon information and belief, CHARLES DRYLIE has since
19 retired from the employ of the CITY OF WHITTIER and, at the time of this filing, is affiliated
20 with La Serna High School in Whittier, California, where he continues to work directly and
21 independently with minors.

22 3. The sexual abuse that Plaintiff suffered at the hands of Police Officer ceased when
23 he was removed from his position as the youth police training program advisor and Plaintiff was
24 no longer required to go on ride-alongs with Police Officer. Immediately following these events,
25 Defendant Police Corporal, CHARLES DRYLIE’s youth police training program advisor’s
26 replacement, began grooming Plaintiff in what resulted in Plaintiff being sexually molested, again,
27 as a minor, this time by Defendant Police Corporal. Plaintiff was still a child participant in the
28 City’s youth police training program at the City’s police department. Defendant Police Corporal

1 sexually abused Plaintiff starting in 1978 when Plaintiff was 17 years old. The abuse continued,
2 regularly, for several years. The abuse occurred at the City's police station, as well as in Defendant
3 Police Corporal's squad car during active duty. It also occurred at Defendant Police Corporal's
4 house during active-duty hours. The abuse occurred during the City's youth police training
5 program activities. At all times herein alleged, Defendant Police Corporal was an employee and/or
6 agent of CITY OF WHITTIER and was under its control and/or active supervision. Upon
7 information and belief, CHARLES DRYLIE has since retired from the employ of the CITY OF
8 WHITTIER.

9 **GENERAL ALLEGATIONS**

10 **I. CHARLES DRYLIE**

11 4. CITY OF WHITTIER hired CHARLES DRYLIE as a sworn police officer and
12 allowed him to serve as a youth police training program advisor in the City's youth police training
13 program. At all times relevant hereto, CHARLES DRYLIE was an adult male who worked as a
14 police officer and Police Explorer Advisor for the City. In his role as a sworn police officer and
15 youth police training program advisor, CHARLES DRYLIE was under the direct supervision,
16 employ, agency, and control of the City, and worked closely with minor participants, including
17 Plaintiff.

18 5. In or around 1974 and 1975, Plaintiff joined the City's youth police training
19 program. She was approximately 15 years old. As part of the program Plaintiff was required to fill
20 out and submit an employment application with City. As part of the program, CHARLES
21 DRYLIE served as a youth police training program advisor where he supervised and provided
22 instruction to the minor participants. CHARLES DRYLIE immediately began cultivating a
23 personal relationship with Plaintiff during the youth police training program meetings and
24 activities at the City's police station and elsewhere. Upon information and belief, all of the City's
25 police officers, staff, and employees affiliated with the youth police training program, at the time,
26 were male, despite the fact that there was at least one female police officer in the City's police
27 department.

28 6. Using his authority as both a police officer and as Plaintiff's youth police training

1 program advisor, CHARLES DRYLIE began sexually grooming Plaintiff in an open and obvious
2 manner. Some of the grooming, in part, consisted of CHARLES DRYLIE regularly and openly
3 flirting with Plaintiff in front of other Police officers at and in the City's police station; engaging
4 in inappropriate conversations involving adult subject matters with her while in the presence of
5 other police officers and youth police training program participants; favoring Plaintiff by giving
6 her assignments that would lead to her having to be secluded by him; and manipulating Plaintiff
7 into believing that she and he were developing a friendship, and relationship outside the normal
8 advisor- youth police training program participant relationship. CHARLES DRYLIE's flirting and
9 favoritism towards Plaintiff was so overt that it became a subject of conversation among the City's
10 staff, police officers, and youth police training program participants; some of the comments made
11 include boys teasing Plaintiff about how Police Officer puts his arm around her how privileged
12 she is because of him. Other people, including City police officers, commented about how
13 CHARLES DRYLIE clearly liked Plaintiff in a romantic way. This gave way to CHARLES
14 DRYLIE bringing Plaintiff downstairs and into the briefing room where he hugged her, put his
15 arm around her, and grabbing her buttocks. This grooming occurred during times when Plaintiff
16 was actively participating in the Explorers program and CHARLES DRYLIE was on active duty.

17 7. On information and belief, after completing the requirements and tasks set forth in
18 the City's youth police training program, participants are then awarded the opportunity to join
19 sworn police officers during their patrol shift. These ride-alongs, as they were called, included
20 youth police training program participants riding in the passenger seat of an on-duty patrol car
21 while the officer provides an "educational experience" to the Explorer in the interest of their own
22 professional development. CHARLES DRYLIE, who was also Plaintiff's youth police training
23 program advisor, instructed Plaintiff to ride with him for her first ride-along. However, once
24 Plaintiff began attending ride-alongs regularly, CHARLES DRYLIE arranged for and required
25 Plaintiff to ride-along with him exclusively. Likewise, due to the extensive grooming, Plaintiff
26 believed that CHARLES DRYLIE was her professional mentor and friend, and therefore complied
27 with his direction. She went on ride-alongs with CHARLES DRYLIE at least once a week, usually
28 more. After only a few ride-alongs, CHARLES DRYLIE began directing Plaintiff to have sexual

1 intercourse with him, among other sexual acts.

2 8. Other police officers were aware of CHARLES DRYLIE’s behavior, which was
3 perceptibly unusual and suspicious. The officers would tease Plaintiff about the fact that she was
4 always with CHARLES DRYLIE and consistently alone with him for ride-alongs. Plaintiff recalls
5 at least one time when a group of police officers talked to Plaintiff telling her that, “CHARLES
6 DRYLIE really likes you. You’re his favorite.” Rather than protect Plaintiff, a youth police
7 training program participant, from molestation, ridicule and embarrassment, CITY OF
8 WHITTIER took no action in response to this obvious grooming, suspicious, and red-flag
9 behavior. This only emboldened CHARLES DRYLIE to continue and escalate his behavior.

10 9. On multiple occasions, CHARLES DRYLIE took Plaintiff on ride-alongs alone at
11 night, with at least one occasion occurring at or around midnight. On information and belief, there
12 was a rule in place prohibiting female youth police training program participants from having ride-
13 alongs at night with male officers. CITY OF WHITTIER knew CHARLES DRYLIE was taking
14 Plaintiff, a minor, alone on ride-alongs at night in contravention of this policy as each would have
15 to report the ride-along to the Watch Commander. However, the City through its agents failed to
16 take any action in response.

17 10. With the implicit approval of his co-workers and supervisors, CHARLES DRYLIE
18 escalated his behavior, favoring Plaintiff more and more and secluding her regularly to satisfy his
19 urge to have sex with her. Only a short time after the initial sexual assault at his home during patrol
20 hours, CHARLES DRYLIE began raping Plaintiff inside his police vehicle during ride-alongs and
21 raping Plaintiff in his home during ride-alongs. Plaintiff was only 16 years old.

22 11. From approximately 1976 through approximately 1977, CHARLES DRYLIE
23 routinely sexually assaulted Plaintiff during the Police Explorer ride-alongs. These assaults
24 included CHARLES DRYLIE forcing Plaintiff to orally copulate him, to endure being sexually
25 touched and felt by him, to do nothing while he removed her clothes and kissed her 16-year-old
26 body, letting him assault her through intercourse and took place while Plaintiff and/or CHARLES
27 DRYLIE were “on the clock” participating with the Explorers program. The locations of these
28 sexual assaults include, but are not limited to, CHARLES DRYLIE’s CITY OF WHITTIER police

1 squad car, at CHARLES DRYLIE’s house while on duty, at CITY OF WHITTIER’s Police
2 Department, and Plaintiff’s home during ride-alongs with CHARLES DRYLIE.

3 12. Plaintiff—tragically—continued to be assigned to CHARLES DRYLIE for ride-
4 alongs and continued to be sexually assaulted by him almost weekly during those ride-alongs.

5 13. Unfortunately, as a direct result of CHARLES DRYLIE’s predatory behavior and
6 the City’s implicit approval, CHARLES DRYLIE simply moved on and began grooming one or
7 more new female Explorers who had subsequently joined the City’s youth police training program.

8 14. The sexual acts perpetrated upon Plaintiff by CHARLES DRYLIE constitute child
9 sexual assault as defined by California *Code of Civil Procedure* section 340.1, as modified by
10 Assembly Bill 218, and were a violation of the California *Penal Code*, including, but not limited
11 to, *Penal Code* sections 261.5, 266j, 286a, 286(2)(a), 287, 288, 288.3, 288.4, and 647.6.

12 15. Upon information and belief, CHARLES DRYLIE had and has a history of the
13 actions described herein with other minor female youth police training program participants of
14 which CITY OF WHITTIER was aware through its agents prior to and after his abuse of Plaintiff.

15 16. Even after Police Officer’s abuse of Plaintiff ended, Police Officer made efforts to
16 sabotage Plaintiff’s career in his own self-interest. In or around 2003, Plaintiff, now 43 years old,
17 applied for a job at the City. During the hiring process, the City informed her that she was the
18 number one candidate for the position and they would be in contact with her with a formal offer.
19 As Plaintiff was exiting the City Hall, she came across CHARLES DRYLIE sitting on the building
20 steps. He recognized Plaintiff and inquired as to why she was there. Upon telling him, Police
21 Officer told Plaintiff, that he did not approve of or support her working for the City. He told her
22 that she couldn’t work there for fear that she might tell someone what he did to her nearly 30 years
23 earlier. Police Officer then stood up and walked to the City Hall. Plaintiff never heard from the
24 City after that. Plaintiff believes that Police Officer interfered with her hiring by the City.

25 **II. DEFENDANT POLICE CORPORAL**

26 17. On information and belief, CITY OF WHITTIER hired Defendant Police Corporal
27 as a police officer and allowed him to serve as a youth police training program advisor in the City’s
28 youth police training progra. At all times relevant hereto, Defendant Police Corporal was an adult

1 male who worked as a police officer and youth police training program advisor at the City. In his
2 role as a police officer and youth police training program advisor, CHARLES DRYLIE was under
3 the direct supervision, employ, agency, and control of the City, and worked closely with minor
4 participants, including Plaintiff.

5 18. On information and belief, In or around 1977, CHARLES DRYLIE was removed
6 as Police Explorer Advisor after a series of arguments between CHARLES DRYLIE and
7 Defendant Police Corporal. Defendant Police Corporal knew CHARLES DRYLIE had been
8 sexually abusing Plaintiff. The two officers were arguing over Plaintiff and with whom she ought
9 to go on ride-alongs with. The arguments ended in Plaintiff no longer having to go on ride-alongs
10 with Police Officer. Rather, Plaintiff began going on ride-alongs with Defendant Police Corporal,
11 exclusively. By this time, Police Corporal had replaced Police Officer as the City's youth police
12 training program advisor. The arguments between the two were significant enough for others, both
13 Explorers and City police officers and staff to take notice and comment, now, how much Police
14 Corporal likes and favors Plaintiff. Ultimately, this change did nothing to offer Plaintiff reprieve
15 from being sexually assaulted by the City's police officers. As soon as Police Corporal became
16 youth police training program advisor for the City, he began grooming her to become his own
17 child sex victim.

18 19. Using his authority as both a police officer and as Plaintiff's youth police training
19 program advisor, Defendant Police Corporal began sexually grooming Plaintiff in an open and
20 obvious manner. As an example, the grooming consisted of Defendant Police Corporal regularly
21 openly flirting with Plaintiff in front of others. Defendant Police Corporal taking Plaintiff to
22 dinner, teasing her, and openly flirting with her, engaging in favoritism, and developing a
23 friendship beyond the normal advisor- youth police training program participant relationship.
24 Defendant Police Corporal manipulated Plaintiff under the guise of being a trusted mentor on
25 whom she could rely. This grooming occurred during times when Plaintiff was actively
26 participating in the youth police training program and did not happen on Police Corporal's personal
27 time.

28 20. Defendant Police Corporal's grooming of Plaintiff began almost immediately upon

1 his assignment as youth police training program advisor. The City through its agent police officers
2 and staff did and should have noticed the grooming, and taken steps to report, inquire or investigate
3 Defendant Police Corporal's conduct. However, the City failed to do any of these actions, violating
4 their own policies and violating the California Child Abuse and Neglect Reporting Act.

5 21. With the implicit approval of his co-workers and supervisors, Defendant Police
6 Corporal escalated his behavior. Only a short time after the last argument between Police Officer
7 and Police Corporal, Police Corporal began burdening Plaintiff with his personal matters during
8 ride-alongs. Plaintiff was only 17 years old. During these rides and while airing his despairs,
9 Police Corporal would sexually assault the minor Plaintiff.

10 22. After being sexually assaulted by two City police officers while in the City's Police
11 Explorer Program, and despite the distance, Plaintiff left the City and their police department
12 programs and went to a neighboring city to pursue her dreams in law enforcement.

13 23. Because of Defendant Police Corporal's position of authority over Plaintiff, and
14 Plaintiff's young age, Plaintiff was unable to and did not give consent to the sexual acts he
15 performed upon her. Additionally, Plaintiff was unable to give free or voluntary consent to the
16 sexual acts perpetrated against her by Defendant Police Corporal, as she was a minor child at the
17 time of the assaults alleged herein.

18 24. The sexual acts perpetrated upon Plaintiff by Defendant Police Corporal constitute
19 child sexual assault as defined by California *Code of Civil Procedure* section 340.1, as modified
20 by Assembly Bill 218, and were a violation of the California *Penal Code*, including, but not limited
21 to, *Penal Code* sections 261.5, 266j, 286a, 286(2)(a), 287, 288, 288.3, 288.4, and 647.6.

22 **III. CITY OF WHITTIER**

23 25. CITY OF WHITTIER had actual knowledge of the sexual assaults being
24 perpetrated by CHARLES DRYLIE and Defendant Police Corporal. When Plaintiff was a minor
25 youth police training program participant in City's youth police training program. City sought and
26 accepted the temporary custody and care of the minor Plaintiff. While participating in City's youth
27 police training program Plaintiffs parents/guardians were not present. Youth police training
28 program particiapnts, other police officers witnessed CHARLES DRYLIE and Defendant Police

1 Corporal groom and interact with Plaintiff in a way that was overt and unambiguous; so much so
2 that it caused them comment on the police officer's behavior with and around Plaintiff. On
3 information and belief, neither CHARLES DRYLIE nor Defendant Police Corporal were ever
4 disciplined,. Each were permitted to continue as City police officers in good standing, to work
5 with and around the City's youth police training program participants, and to no surprise,
6 continued sexually assaulting minor female participants on ride-alongs. CHARLES DRYLIE
7 sexually assaulted at least two minors after Plaintiff on these ride-alongs. Thus, the City ratified
8 and authorized CHARLES DRYLIE's subsequent sexual assaults on Plaintiff and at least one other
9 minor female Explorer as well as CHARLES DRYLIE's sexual assaults on Plaintiff.

10 26. As such, prior to and during the molestation and assaults of Plaintiff, CITY OF
11 WHITTIER knew or should have known, or was otherwise on notice, that CHARLES DRYLIE
12 had violated his role as a police officer and youth police training program advisor and used this
13 position of authority and trust acting on behalf of CITY OF WHITTIER to gain access to children,
14 including Plaintiff, which he used to inappropriately touch, molest, abuse, and assault Plaintiff.

15 27. Likewise, prior to and during the molestation and assaults of Plaintiff, CITY OF
16 WHITTIER knew or should have known, or was otherwise on notice, that Defendant Police
17 Corporal had violated his role as a police officer and youth police training program advisor and
18 used this position of authority and trust acting on behalf of CITY OF WHITTIER to gain access
19 to children, including Plaintiff, which he used to inappropriately touch, molest, abuse, and assault
20 Plaintiff.

21 28. During the relevant time period, as alleged herein, it was commonplace for minor
22 female youth police training program participants to be alone, unsupervised, with male officers
23 despite actual reports of misconduct. Not only did the City fail to investigate these incidents, but
24 the minor female participants who reported the incidents were instead labeled "troublemakers" and
25 later retaliated against when it came to future employment with the City.

26 29. CITY OF WHITTIER knew or should have known of CHARLES DRYLIE's and
27 Police Corporal's propensities and disposition to engage in sexual misconduct with minors. CITY
28 OF WHITTIER had a duty to disclose these facts to Plaintiff, her parents, and others, but

1 negligently and/or intentionally suppressed, concealed, or failed to disclose this information for
2 the express purposes of maintaining CHARLES DRYLIE's and Police Corporal's image as ethical,
3 wholesome, safe, and trusted police officers and youth police training program advisors at and
4 within CITY OF WHITTIER.

5 30. At all times relevant hereto, CITY OF WHITTIER was responsible for the
6 supervision of its employees' and agents' activities, including those of CHARLES DRYLIE and
7 Defendant Police Corporal, and assumed responsibility for the well-being of the minors in its care,
8 including Plaintiff. At all times relevant City expected and required all of its agents, including but
9 not limited to its police officer and youth police programs participants to report to it, up the chain
10 of command any actual or suspected child sexual abuse committed by its agents upon its youth
11 police training program participants.

12 31. On information and belief, CITY OF WHITTIER caused, condoned, excused,
13 ratified, and authorized CHARLES DRYLIE's and Defendant Police Corporal's sexual assault of
14 Plaintiff by (1) knowingly allowing CHARLES DRYLIE to come into contact with Plaintiff as a
15 child without proper supervision, (2) failing to implement, maintain, or abide by proper and
16 adequate protective measures and policies of supervision aimed at preventing assaults on ride-
17 alongs and other trips away from the City's premises, including allowing CHARLES DRYLIE
18 and Defendant Police Corporal to take female Explorers on extended ride-alongs with insufficient
19 supervision and safeguards, (3) failing to discharge, dismiss, and/or discipline CHARLES
20 DRYLIE and Defendant Police Corporal after receiving notice or information that CHARLES
21 DRYLIE was sexually assaulting, or may have been sexually assaulting, children, and (4) holding
22 out CHARLES DRYLIE and Defendant Police Corporal to the community at large as being in
23 good standing and trustworthy as a person of stature and integrity.

24 32. The sexual acts perpetrated upon Plaintiff by CHARLES DRYLIE and Defendant
25 Police Corporal constitute child sexual assault as defined by California *Code of Civil Procedure*
26 section 340.1, as modified by Assembly Bill 218, and were a violation of the California *Penal*
27 *Code*, including, but not limited to, *Penal Code* sections 261.5, 266j, 286a, 286(2)(A), 287, 288,
28 288.3, 288.4, and 647.6. Plaintiff is informed and believe and thereon alleges that all of the sexually

1 abusive and harassing conduct alleged herein was done to satisfy CHARLES DRYLIE's and
2 Defendant Police Corporal's own prurient sexual desires.

3 33. CITY OF WHITTIER is liable both directly and as a result of vicarious liability for
4 the failure of its employees and staff to reasonably supervise its employees.

5 34. The act of grooming, in and of itself, is a crime under California law. It is also
6 foreseeable to the City that CHARLES DRYLIE's grooming behavior could lead to sexual assault
7 if unchecked. This is particularly true in light of the specific grooming that took place in this case.

8 35. CITY OF WHITTIER knew or should have known of the risks presented by
9 CHARLES DRYLIE and Defendant Police Corporal, as alleged herein, and had a special
10 relationship with Plaintiff that required it to warn and protect Plaintiff from the potential of abuse
11 by CHARLES DRYLIE and Defendant Police Corporal.

12 36. Defendants had a duty to disclose these facts to Plaintiff, her parents, and others,
13 but negligently and/or intentionally suppressed, concealed, or failed to disclose this information
14 for the express purposes of maintaining CHARLES DRYLIE's image as an ethical, wholesome,
15 safe, and trusted police officer and Police Explorers Advisor at and within the City. The duty to
16 disclose this information arose from the special, trusting, confidential, fiduciary relationship
17 between Defendants and Plaintiff.

18 37. As a result of the above-described conduct, Plaintiff has and will continue to suffer
19 psychological injury or illness as a direct result of having been sexually molested by CHARLES
20 DRYLIE and Defendant Police Corporal through and by CITY OF WHITTIER and
21 DEFENDANT DOES 4-50 negligent, harassing, and discriminatory conduct. Defendants are
22 vicariously liable in all respects by allowing CHARLES DRYLIE's and Defendant Police
23 Corporal's continued acts of child sexual abuse of Plaintiff, as well as those victims preceding her.
24 Defendants are responsible for the harm that CHARLES DRYLIE and Defendant Police Corporal
25 caused because they negligently hired, supervised, and retained them as unrestricted employees of
26 theirs. Defendants knew or should have known that CHARLES DRYLIE and Defendant Police
27 Corporal were unfit to have access to young girls, like Plaintiff, and that their knowledge of
28 CHARLES DRYLIE and Defendant Police Corporal acts of child molestation created a particular

1 risk to Plaintiff when she was a minor. CHARLES DRYLIE’s and Defendant Police Corporal’s
2 unfitness as a City employees, youth counselors, city peace officers directly harmed plaintiff and
3 Defendants’ negligence in hiring, supervising, and retaining them was and is a substantial factor
4 in causing Plaintiff’s harm.

5
6 **PARTIES**

7 38. Plaintiff JANE D.B. DOE is an adult female residing in Riverside County, within
8 the State of California. At all times relevant to the sexual assaults found in this Complaint, Plaintiff
9 was a minor residing in Los Angeles County, California. Plaintiff was born in 1960 and was a
10 minor when the child sexual assault began in approximately 1975-1978. Plaintiff brings this
11 Complaint pursuant to *Code of Civil Procedure* section 340.1, as amended by Assembly Bill 218,
12 for the childhood sexual assault she suffered at the hands of Defendants. Thus, Plaintiff’s claims
13 for damages suffered as a result of childhood sexual assault are timely filed as they are filed within
14 three years of January 1, 2020. Pursuant to California *Government Code* section 905(m), as
15 amended by Assembly Bill 218, Plaintiff is specifically exempt from the claims presentation
16 requirement for her claims against CITY OF WHITTIER.

17 39. CHARLES DRYLIE, the first City police officer to sexual assault Plaintiff as
18 pleaded, at all times herein was and is an adult male individual, who Plaintiff is informed and
19 believes presently resides Los Angeles County, California, and otherwise lived in Los Angeles
20 County during the period of time which the sexual abuse, harassment, and molestation alleged
21 herein took place. At all times mentioned herein, CHARLES DRYLIE was employed by, or
22 otherwise was an agent of, CITY OF WHITTIER, and served as a sworn police officer and a
23 supervising Law Enforcement youth police training program advisor of CITY OF WHITTIER’s
24 Law Enforcement youth police training program. Within the scope of his relationship with CITY
25 OF WHITTIER, CHARLES DRYLIE was responsible for providing supervision, education, and
26 counseling of minor children, including Plaintiff, through all relevant times mentioned herein. At
27 all times herein alleged, CHARLES DRYLIE was an employee and/or agent of CITY OF
28 WHITTIER and was under its control and/or active supervision. Upon information and belief,

1 CHARLES DRYLIE has since retired from the employ of the CITY OF WHITTIER and, at the
2 time of this filing, is affiliated with La Serna High School in Whittier, California, where he
3 continues to work directly and independently with minors.

4 40. DEFENDANT DOE POLICE CORPORAL, the second City police officer to
5 sexually assault Plaintiff, at all times herein was and is an adult male individual, who Plaintiff is
6 informed and believes presently resides Riverside County, California, and otherwise lived in Los
7 Angeles County during the period of time which the sexual abuse, harassment, and molestation
8 alleged herein took place. At all times mentioned herein, Defendant Police Corporal was employed
9 by, or otherwise was an agent of, CITY OF WHITTIER, and served as a police officer and a
10 supervising Law Enforcement advisor of City's youth police training program. Within the scope
11 of his employment relationship with CITY OF WHITTIER, Defendant Police Corporal was
12 responsible for providing supervision, education, and counseling of minor children, including
13 Plaintiff, through all relevant times mentioned herein. At all times herein alleged, Defendant Police
14 Corporal was an employee and/or agent of CITY OF WHITTIER and was under its control and/or
15 active supervision.

16 41. CITY OF WHITTIER is a public entity located in Los Angeles County, California.
17 At all times mentioned herein, CITY OF WHITTIER operated youth police training program, and
18 otherwise conducted substantial activities in the State of California. The City was the primary
19 entity owning, operating, and controlling the youth police training program, and the activities and
20 behavior of its employees and agents, CHARLES DRYLIE, and Defendant Police Corporal.

21 42. Pursuant to California *Government Code* sections 815.2 and 820, CITY OF
22 WHITTIER is liable through the acts or omissions of its employees, agents, servants, and/or joint
23 venturers acting within the course and scope of their employment.

24 43. The true names and capacities, whether individual, corporate, partnership,
25 associate, or otherwise, of Defendants DOES 4-50 inclusive, are unknown to Plaintiff.
26 Accordingly, Plaintiff sues DOES 4-50 by such fictitious names pursuant to section 474 of the
27 California *Code of Civil Procedure*. Plaintiff will seek leave to amend this Complaint to allege
28 their true names and capacities when they are ascertained. Plaintiff is informed and believes and

1 thereon alleges that DOES 4-50 are legally responsible in some manner for the events, happenings,
2 and/or tortious and unlawful conduct that caused the injuries and damages alleged in this
3 Complaint.

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

13 45. Each of the Defendants aided and abetted each other Defendant, including but not
14 limited to CHARLES DRYLIE and Defendant Police Corporal. Each Defendant knowingly gave
15 substantial assistance to each other Defendant who performed the wrongful conduct alleged herein.
16 Accordingly, each Defendant is jointly and severally liable for the damages proximately caused
17 by each other Defendant's wrongful conduct.

18 46. Each of the Defendants is, and at all relevant times herein mentioned was, the co-
19 conspirator of each other Defendant, including but not limited to CHARLES DRYLIE and
20 Defendant Police Corporal. Therefore, each Defendant is jointly and severally liable to Plaintiff
21 for the damages sustained as a proximate result of each other Defendant. Each Defendant entered
22 into an express or implied agreement with each of the other Defendants to commit the wrongs
23 herein alleged. This includes, but is not limited to, the conspiracy to perpetrate sexual abuse against
24 Plaintiff and other young persons participating in the Law Enforcement Explorers program of the
25 City.

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

28

1 City' premises. Defendants had a duty to enact and enforce policies and procedures to protect the
2 minor youth police training program participants from the possibility of childhood sexual abuse at
3 the hands of CITY OF WHITTIER's police officers and staff. Defendants failed to do so.
4 Specifically, the City failed to implement, maintain, or abide by proper and adequate protective
5 measures and policies of supervision aimed at preventing exploitative sexual contact between
6 minor female youth police training program participants and CHARLES DRYLIE's staff and
7 employees, specifically including the City.

8 53.. Upon information and belief, the City failed to enact any policies, procedures, or
9 guidelines relating to one-on-one contact between male police officers and female youth police
10 training program participants. This failure directly enabled CHARLES DRYLIE to prey upon
11 Plaintiff during his work hours, during youth police training program activities, and on the City's
12 premises.

13 54. By virtue of his unique authority and position as a police officer and youth police
14 training program advisor, CHARLES DRYLIE was able to identify vulnerable victims, such as
15 Plaintiff, to groom and sexually assault; to manipulate his authority to procure compliance with
16 his sexual demands; to induce the victims to allow the sexual assaults to continue; and to coerce
17 them not to report it to any other persons or authorities. As a police officer youth police training
18 program advisor, CHARLES DRYLIE had unique access to, and held a position of authority
19 among minor Explorers program who participated in the City's Explorers program, like Plaintiff,
20 and their families who participated in the Explorers program or approved of their minor children
21 doing so, like Plaintiff's parents.

22 55. Defendants, by and through their agents, servants, and employees, knew or
23 reasonably should have known of CHARLES DRYLIE's sexually abusive and exploitative
24 propensities and/or that CHARLES DRYLIE was an unfit agent. It was foreseeable that if
25 Defendants did not adequately exercise or provide the duty of care owed to minors in their care,
26 including but not limited to Plaintiff, the minors entrusted to Defendants' care would be vulnerable
27 to sexual assault by CHARLES DRYLIE.

28 56. Defendants breached their duty of care to Plaintiff by allowing CHARLES

1 DRYLIE to come into contact with Plaintiff as a minor without supervision; by failing to properly
2 investigate; by failing to inform or concealing from Plaintiff's parents, guardians, or law
3 enforcement officials that CHARLES DRYLIE was or may have been sexually abusing minors;
4 by holding out CHARLES DRYLIE to the community at large as being in good standing and
5 trustworthy as a person of stature and integrity; by failing to take reasonable steps or implement
6 reasonable safeguards to protect Plaintiff and other minor children in their charge from the risk of
7 sexual assault, harassment, and molestation, including by failing to enact adequate policies and
8 procedures or failing to ensure their policies and procedures were followed; and by failing to
9 properly warn, train, or educate the City's staff members about how to spot red flags in other staff
10 members,' and specifically CHARLES DRYLIE's, behavior with minor youth police training
11 program participants.

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

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

21 **SECOND CAUSE OF ACTION**
22 **NEGLIGENT TRAINING AND SUPERVISION**
23 **(Against all Defendants)**

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

26 60. Pursuant to California *Government Code* section 815.2, CITY OF WHITTIER is
27 liable for injuries proximately caused by the acts or omissions of its employees, agents, servants
28 and/or joint venturers, where such acts or omissions were within the course and scope of their
employment.

1 61. As a public entity operating the youth police training program, CITY OF
2 WHITTIER was entrusted with the care of minors and expressly and implicitly represented that
3 these individuals, including CHARLES DRYLIE, were not a sexual threat to children and others.

4 62. CITY OF WHITTIER was aware or should have been aware of children's
5 significant vulnerability to sexual harassment, molestation and assault by police officers, and other
6 persons of authority within its agency and employ.

7 63. CITY OF WHITTIER had a duty to properly train and supervise its employees, but
8 failed to take reasonable steps, or to implement reasonable safeguards, to avoid acts of childhood
9 sexual assault. Specifically, CITY OF WHITTIER failed to implement, maintain, or abide by
10 proper and adequate protective measures and policies of supervision aimed at preventing assaults
11 during ride-alongs and other Explorer trips off the City's premises. Upon information and belief,
12 CITY OF WHITTIER had no or insufficient policies or procedures in place regarding the safety
13 of minor female youth police training program participants, including but not limited to: (1)
14 prohibiting sexual harassment of minor female youth police training program participants;(2)
15 prohibiting the City's employees and staff from having inappropriate contact with minor female
16 youth police training program participants; (3) preventing sexual relations between the City's
17 employees and staff and minor female youth police training program participants; and (4)
18 preventing unsupervised contact between the City's employees and staff and minor female youth
19 police training program participants during ride-alongs or other trips away from the City's
20 premises.

21 64. CITY OF WHITTIER owed Plaintiff a duty to provide reasonable supervision of
22 both Plaintiff and CHARLES DRYLIE; to use reasonable care in investigating CHARLES
23 DRYLIE; and to provide adequate warning to Plaintiff and her family, and to families of other
24 children who were entrusted to CITY OF WHITTIER, of CHARLES DRYLIE's sexually abusive
25 and exploitative propensities and unfitness.

26 65. CITY OF WHITTIER breached its duty to Plaintiff by, inter alia, failing to
27 adequately monitor and supervise CHARLES DRYLIE and failing to stop him from committing
28 wrongful sexual acts with minors, including Plaintiff.

1 to engage in sexual intercourse. Through these actions, CHARLES DRYLIE intended to cause
2 harmful or offensive contact with Plaintiff's person or intended to put Plaintiff in imminent
3 apprehension of such contact.

4 72. CHARLES DRYLIE and Defendant Police Corporal did the aforementioned acts
5 with the intent to cause a harmful or offensive contact with an intimate part of Plaintiff's person
6 and would offend a reasonable sense of personal dignity. Further, said acts did cause a harmful or
7 offensive contact with an intimate part of Plaintiff's person that would offend a reasonable sense
8 of personal dignity.

9 73. Because of CHARLES DRYLIE's and Defendant Police Corporal's statuses as
10 adults and Plaintiff's young age being under the age of consent, Plaintiff was unable to give
11 consent to such acts.

12 74. As a direct, legal, and proximate result of the acts of CHARLES DRYLIE and
13 Defendant Police Corporal, Plaintiff sustained serious and permanent injuries to her person, and
14 damages in an amount to be shown according to proof and within the jurisdiction of the Court.

15 75. CITY OF WHITTIER is vicariously liable for the child sexual assault committed
16 upon PLAINTIFF by CHARLES DRYLIE and Defendant Police Corporal: 1) CITY OF
17 WHITTIER authorized the wrongful conduct; 2) The CITY OF WHITTIER ratified the wrongful
18 conduct.

19 76. For the reasons set forth in the incorporated paragraphs of this Complaint, the
20 sexual abuse of PLAINTIFF by CITY OF WHITTIER'S gents arose from, was incidental to their
21 employment with CITY OF WHITTIER, and CITY OF WHITTIER did ratify or approved of these
22 employees/agents sexual assaults of minors, including PLAINTIFF. PLAINTIFF alleges on
23 information and belief that CITY OF WHITTIER ratified and/or approved of the sexual
24 misconduct by failing to adequately investigate, discharge, discipline or supervise CHARLES
25 DRYLIE and DEFENDANT POLICE CORPORAL or other agents of CITY OF WHITTIER
26 known by CITY OF WHITTIER to have sexually assaulted children, or to have been accused of
27 sexually assaulting children. CITY OF WHITTIER ratified its employees/agents child sexual
28 assaults by concealing evidence of prior sexual assaults of other children by them and other agents

1 of CITY OF WHITTIER from PLAINTIFF, PLAINTIFF’S parents, other families with children,
2 law enforcement, and personnel of CITY OF WHITTIER who could have been in a position to
3 prevent the abuse of PLAINTIFF and others if they had known of complaints of these
4 employees’/agents’ sexual assaults and attempted sexual assaults of children, and prior complaints
5 of other agents of sexual assaults of children. Pursuant to California *Government Code* section
6 815.2, CITY OF WHITTIER is vicariously liable for the sexual battery and injuries of Plaintiff
7 which were proximately caused by the acts or omissions of its employees, agents, servants and/or
8 joint venturers, where such acts or omissions were within the course and scope of their
9 employment.

10 77. As a result of the above-described conduct, Plaintiff has suffered and continues to
11 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional
12 distress, severe anxiety, post-traumatic stress, depression, feelings of self-blame, shame,
13 embarrassment, a lost sense of trust, relationship and intimacy issues, and a sense of being tainted,
14 and was prevented and will continue to be prevented from performing daily activities and obtaining
15 the full enjoyment of life.

16 78. Plaintiff is informed and based thereon alleges that the conduct of CHARLES
17 DRYLIE was oppressive, malicious, manipulative, and despicable in that it was intentional and
18 done in conscious disregard for the rights and safety of others, and were carried out with a
19 conscious disregard of their rights to be free from such tortious behavior, such as to constitute
20 oppression, fraud or malice pursuant to California *Civil Code* section 3294, entitling Plaintiff to
21 punitive damages against CHARLES DRYLIE in an amount appropriate to punish and set an
22 example of him.

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

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

PROOF OF SERVICE

I declare the following:

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is: 133 W. Lemon Ave., Monrovia, CA 91016. On **November 21, 2023**, I served true copies of the following document(s) described as:

- **AMENDED COMPLAINT FOR DAMAGES**
- **SUMMONS ON AMENDED COMPLAINT FOR DAMAGES**

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

By electronic mail. Based on an agreement of the parties to accept service by email or electronic transmission. I caused the documents to be sent to the persons at the e-mail addresses in the attached *Service List*. I did not receive within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at **Monrovia, California:**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 21, 2023**, at Pasadena, California.

/s/ Tania Ortiz-Shaw
Tania Ortiz-Shaw

SERVICE LIST

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

VIA EMAIL

Bruce Lindsay, Esq.
Gary S. Kranker, Esq.
Monica Choi Arredondo, Esq.
JONES & MAYER
3777 North Harbor Blvd.
Fullerton, CA 92835
Tel: (714) 446-1400 | Fax: (714) 446-1448
Email: *bal@jones-mayer.com*
gsk@jones-mayer.com
mca@jones-mayer.com
cc: sks@jones-mayer.com

Attorney for Defendant, DOE CITY

VIA EMAIL

Christopher Brizzolara, Esq.
CHRISTOPHER BRIZZOLARA
1532 16th Street
Santa Monica, California 90404
Tel: (310) 394-6447 | Fax: (310) 656-7701
Email: *samorai@surfcity.net*

Attorney for Defendant, DOE CORPORAL

VIA EMAIL

Steven J. Rothans, Esq.
Katrina J. Valencia, Esq.
CARPENTER, ROTHANS & DUMONT
LLP
500 S. Grand Avenue, 19th Floor
Los Angeles, California 90071
Tel: (213) 228-0400 | Fax: (213) 228-0401
Email: *srothans@crdlaw.com*
Kvalencia@crdlaw.com
cc: tle@crdlaw.com

Defendant, DOE POLICE OFFICER

DEMARCO LAW FIRM
MONROVIA, CALIFORNIA