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6 Attorneys for Plaintiffs, JANE D.I. DOE

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

11 JANE D.I. DOE, an individual,

Case No.: **23NWCV04037**

12  
13 Plaintiff,

**COMPLAINT FOR DAMAGES**

- 1) **Sexual Harassment – Hostile Work Environment**
- 2) **Sexual Harassment – Quid Pro Quo**

14 v.

16 CITY OF WHITTIER, CHARLES DRYLIE, and  
17 DOES 1 through 50, inclusive,

DEMAND FOR JURY TRIAL

18 Defendants.

21 Plaintiff JANE D.B. DOE brings this action against CITY OF WHITTIER, CHARLES DRYLIE,  
22 and DEFENDANT DOES 1–50 (collectively, “Defendants”), and based on information and belief  
23 alleges as follows:

24 **INTRODUCTION**

25 1. Plaintiff, JANE D.I. DOE (“Plaintiff”) and other young participants in DEFENDANT  
26 CITY OF WHITTIER’s (“City”) youth police training program, is a survivor of sexual harassment at  
27 the hands of Defendants. DEFENDANT CHARLES DRYLIE (“Defendant Officer Drylie”) was  
28

1 assigned by the City to be a youth police training advisor to volunteers seeking to develop skills  
2 necessary to pursue a career with the City's police department. Defendant Officer Drylie used his role  
3 in the City's volunteer program to gain access to and sexually assault the Plaintiff. Defendants  
4 knowingly, intentionally, willfully, deliberately, and recklessly fostered a severe and pervasive hostile  
5 environment that utterly disregarded the rights and safety of the young participants in the volunteer  
6 police program. As a result, Plaintiff has suffered humiliation, shame, and significant emotional distress.  
7 Officer Drylie also abused his position as a supervisor by promising certain employment benefits in  
8 exchange for sexual favors.

9 2. Plaintiff, JANE D.I. DOE, was sexually assaulted by Defendant Officer Drylie, while  
10 volunteering with the City's police department. The assault occurred at Defendant Officer Drylie's  
11 house, where Plaintiff had been invited to work on her interview skills for a promotion within City's  
12 volunteer program. At all times herein alleged, Defendant Officer Drylie was an employee and/or agent  
13 of Defendant City and was under its control and/or active supervision. Upon information and belief,  
14 Defendant Officer Drylie has since retired from the employ of the Defendant City.

15 **GENERAL ALLEGATIONS**

16 **I. DEFENDANT OFFICER DRYLIE**

17 3. Defendant City hired Defendant Officer Drylie as a sworn police officer and allowed him  
18 to serve as an advisor to the City's youth volunteers seeking a career in law enforcement. At all times  
19 relevant hereto, Defendant Officer Drylie was an adult male who worked as a police officer and youth  
20 volunteer advisor for the City. In his role as a sworn police officer and youth volunteer advisor,  
21 Defendant Officer Drylie was under the direct supervision, employ, agency, and control of the City and  
22 worked closely with and supervised participants in the City's youth volunteer program, including  
23 Plaintiff.

24 4. In or around June 1977, Plaintiff joined the City's youth volunteer program. She was  
25 approximately 17 years old and had just graduated from high school. As part of the program, Plaintiff  
26 was required to fill out and submit an employment application with City. As part of the program,  
27 Defendant Officer Drylie served as an advisor where he supervised and provided instruction to the youth  
28 participants. Defendant Officer Drylie immediately began cultivating a personal relationship with

1 Plaintiff during the City's youth volunteer program meetings and activities at the City's police station  
2 and elsewhere, where he acted in his supervisory capacity as an advisor. Upon information and belief,  
3 all of the City's police officers, staff, and employees affiliated with the youth police training program,  
4 at the time, were male, despite the fact that there was at least one female police officer in the City's  
5 police department.

6 5. On information and belief, Defendant Officer Drylie acted as a youth police training  
7 program advisor in a supervisory role over Plaintiff through all relevant times mentioned herein.  
8 Defendant Officer Drylie oversaw and participated in monthly youth volunteer program meetings that  
9 Plaintiff attended starting in or around February 1978 through July 1978. Defendant Officer Drylie also  
10 attended recreational activities organized by the youth police training program advisors for all of the  
11 City's youth volunteer program participants and youth police training program advisors to attend, such  
12 as parties and baseball games.

13 6. In or around June 1978, when Plaintiff was approximately 18 years old, due to his  
14 authority as both a police officer and as Plaintiff's supervisor as a volunteer, Plaintiff inquired with  
15 Defendant Officer Drylie about a volunteer Sergeant vacancy that was opening up that she wished to  
16 apply for. Defendant Officer Drylie was the City staff member who would be making the promotion  
17 decision. Defendant Officer Drylie told her to meet him at his house where he would help her with her  
18 interview skills. He then provided her with his personal home address and directed her to come over  
19 around 5:00 PM. Plaintiff did as instructed and arrived at Defendant Officer Drylie's home to work on  
20 her interview in preparation for the volunteer Sergeant role. Defendant Officer Drylie invited Plaintiff  
21 into his home, and she walked into the living room, where Defendant Officer Drylie directed her to sit  
22 on the couch. Officer Drylie then told Plaintiff that he could help her get the promotion and began  
23 sexually assaulting her by violently forcing Plaintiff to orally copulate him and then swallow his  
24 ejaculate.

25 7. Approximately two weeks later, at the next meeting for the City's youth volunteer  
26 program, Defendant Officer Drylie announced that another participant would be promoted to the  
27 volunteer Sergeant position. Plaintiff was extremely upset with what Defendant Officer Drylie had done  
28 to her in his role as her supervisor under the ruse of helping her to attain the next level in her career.

1 Plaintiff left City of Whittier’s youth volunteer program soon thereafter and transferred to another city’s  
2 youth volunteer program where she became a drill instructor.

3 8. Upon information and belief, Defendant Officer Drylie sexually groomed other youth  
4 volunteer program participants, including minors as young as 16 years of age. Some of the grooming,  
5 in part, consisted of Defendant Officer Drylie regularly flirting with program participants in front of  
6 other Police officers at and in the City’s police station; engaging in inappropriate conversations involving  
7 adult subject matters with other female youth volunteer participants, including girls as young as 16, while  
8 in the presence of other police officers and youth volunteers; favoring certain participants by giving them  
9 assignments that would lead to them having to be secluded by him; and manipulating participants into  
10 believing that they were developing a friendship with him and a relationship outside the normal advisor-  
11 youth police training program participant relationship. Defendant Officer Drylie’s flirting and favoritism  
12 towards one minor participant was so overt that it became a subject of conversation among the City’s  
13 staff and police officers. Upon information and belief, other City police officers commented about how  
14 Defendant Officer Drylie clearly liked certain City’s youth volunteer program participants in a romantic  
15 way.

16 9. Upon information and belief, other police officers were aware of Defendant Officer Drylie’s  
17 behavior with female participants in the youth volunteer program, which was perceptibly unusual and  
18 suspicious. Rather than protect the female youth police training program participants from sexual  
19 harassment, sexual assault, molestation, ridicule, and embarrassment, Defendant City took no action in  
20 response to this obvious grooming, suspicious, and red-flag behavior. This only emboldened Defendant  
21 Officer Drylie to continue and escalate his behavior.

22 10. On information and belief, Defendant Officer Drylie took at least one female youth  
23 volunteer participant on ride-alongs alone at night prior to Plaintiff’s assault, where he sexually assaulted  
24 her. On information and belief, there was a rule in place prohibiting female youth police training  
25 program participants from having ride-alongs at night with male officers. Defendant City knew  
26 Defendant Officer Drylie was taking female youth police training program participants, including  
27 minors, alone on ride-alongs at night in contravention of this policy as each officer would have to report  
28 the ride-along to the Watch Commander. However, the City, through its agents, failed to take any action

1 in response.

2 11. Unfortunately, as a direct result of Defendant Officer Drylie’s predatory behavior and the  
3 City’s implicit approval and cover up, Defendant Officer Drylie simply moved on after Plaintiff  
4 transferred out of the program and sexually assaulted at least three female volunteers who were minors  
5 in the City’s youth volunteer program.

6 12. The sexual acts perpetrated upon Plaintiff by Defendant Officer Drylie constitute sexual  
7 assault as defined by California *Code of Civil Procedure* section 340.16, as modified by Assembly Bill  
8 2777, and were a violation of the California *Penal Code*, including, but not limited to, *Penal Code* section  
9 287.

10 13. Upon information and belief, Defendant Officer Drylie had and has a history of the  
11 actions described herein with other female youth police training program participants, including minors,  
12 of which Defendant City was aware through its agents prior to and after his abuse of Plaintiff.

13 **II. DEFENDANT CITY**

14 14. Defendant City had actual and constructive knowledge of sexual assaults being  
15 perpetrated by Defendant Officer Drylie when Plaintiff was a volunteer in City’s youth police training  
16 program. Defendant City knew or should have known, or was otherwise on notice, that Defendant  
17 Officer Drylie 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 Defendant City to gain access to young  
19 women, which he used to inappropriately touch, sexually assault, and sexually harass Plaintiff. On  
20 information and belief, Defendant Officer Drylie was never disciplined. Instead, he was permitted to  
21 continue as a City police officer in good standing, to work with and around the City’s youth police  
22 training program participants, and to no surprise, continued sexually assaulting female participants.  
23 Defendant Officer Drylie sexually assaulted at least one female participant before Plaintiff and at least  
24 two additional participants after her.

25 15. During the relevant time period, as alleged herein, it was commonplace for young female  
26 youth police training program participants, including minors, to be alone, unsupervised, with male  
27 officers despite actual reports of misconduct, as well as high-profile cases of sexual assault in similar  
28 police programs being reported in the L.A. Times. Not only did the City fail to investigate these

1 incidents, but the minor female participants who reported the incidents were instead labeled  
2 “troublemakers” and later retaliated against when it came to future employment with the City, which  
3 incentivized the youth to remain silent about the sexual harassment and assault.

4 16. Defendant City was engaged in a cover up of Defendant Officer Drylie’s sexual assaults,  
5 harassment, and molestation. Defendant City was aware of Defendant Officer Drylie’s sexual assaults,  
6 sexual harassment, and molestation of female youth volunteer program participants and made a  
7 concerted effort to hide evidence relating to those sexual assaults. Defendant City was aware that  
8 Defendant Officer Drylie was contravening policies requiring him not to go on ride-alongs alone with  
9 female participants of the City’s youth volunteer program at night. Further, Defendant City’s officers  
10 and other employees were aware of Defendant Officer Drylie’s sexual assault and molestation of another  
11 female participant of the City’s youth volunteer program prior to Plaintiff joining the program.  
12 Defendant City has intentionally concealed evidence relating to sexual assault and harassment of female  
13 youth volunteer program participants that prevented information of the assaults and harassment from  
14 being disclosed to the public or being disclosed to Plaintiff. Had Defendant City and its agents not  
15 concealed evidence and had they properly investigated and reported Defendant Officer Drylie’s known  
16 sexual assault and harassment of female participants in the City’s youth volunteer program, Plaintiff  
17 would have learned of these behaviors and been able to avoid being alone with Defendant Officer Drylie.

18 17. Defendant City knew or should have known of Defendant Officer Drylie’s propensities  
19 and disposition to engage in sexual misconduct with female participants in the City’s youth volunteer  
20 program. Defendant City had a duty to disclose these facts to Plaintiff and others, but suppressed,  
21 concealed, or failed to disclose this information for the express purposes of maintaining Defendant  
22 Officer Drylie’s image as ethical, wholesome, safe, and trusted police officer and youth police training  
23 program advisor at and within Defendant City.

24 18. At all times relevant hereto, Defendant City was responsible for the supervision of its  
25 employees’ and agents’ activities, including those of Defendant Officer Drylie. At all times relevant,  
26 City expected and required all of its agents, including but not limited to its police officer and youth police  
27 programs participants to report to it, up the chain of command any actual or suspected child sexual abuse  
28 committed by its agents upon its youth police training program participants.

1           19.     On information and belief, Defendant City caused, condoned, excused, ratified, and  
2 authorized Defendant Officer Drylie’s sexual assault of Plaintiff by (1) knowingly allowing Defendant  
3 Officer Drylie to supervise Plaintiff knowing he had sexually harassed and/or assaulted other female  
4 participants in the City’s youth volunteer program, (2) failing to implement, maintain, or abide by proper  
5 and adequate protective measures and policies of supervision aimed at preventing assaults, including  
6 allowing Defendant Officer Drylie to supervise female youth volunteer program with insufficient  
7 supervision and safeguards, (3) failing to discharge, dismiss, and/or discipline Defendant Officer Drylie  
8 after receiving notice or information that Defendant Officer Drylie was sexually assaulting, or may have  
9 been sexually assaulting, female participants of the program, including minors, and (4) holding out  
10 Defendant Officer Drylie to the community at large as being in good standing and trustworthy as a person  
11 of stature and integrity.

12           20.     The sexual acts perpetrated upon Plaintiff by Defendant Officer Drylie constitute sexual  
13 assault as defined by California *Code of Civil Procedure* section 340.16(e) and were a violation of the  
14 California *Penal Code*, including, but not limited to, *Penal Code* sections 287. All of the sexually  
15 abusive and harassing conduct alleged herein was done to satisfy Defendant Officer Drylie’s own  
16 prurient sexual desires.

17           21.     Defendant City is liable directly as a result of strict liability for the harassing actions of  
18 its supervisors and agents, and as a result of vicarious liability for the failure of its employees and staff  
19 to reasonably supervise its employees.

20           22.     Defendant City knew or should have known of the risks presented by Defendant Officer  
21 Drylie, as alleged herein, and had a special relationship with Plaintiff that required it to warn and protect  
22 Plaintiff from the potential of abuse by Defendant Officer Drylie.

23           23.     Defendants had a duty to disclose these facts to Plaintiff and others, but negligently and/or  
24 intentionally suppressed, concealed, or failed to disclose this information for the express purposes of  
25 maintaining Defendant Officer Drylie’s image as an ethical, wholesome, safe, and trusted police officer  
26 and an advisor to the youth volunteer program at and within the City. The duty to disclose this  
27 information arose from the special, trusting, confidential, fiduciary relationship between Defendants and  
28 Plaintiff.

24. As a result of the above-described conduct, Plaintiff has and will continue to suffer psychological injury or illness as a direct result of having been sexually assaulted by Defendant Officer Drylie through and by Defendant City and DEFENDANT DOES 1–50’s negligent, harassing, and discriminatory conduct. Defendants are vicariously liable in all respects by allowing Defendant Officer Drylie’s acts of sexual assault and harassment of Plaintiff, as well as those victims preceding her. Defendants knew or should have known that Defendant Officer Drylie was unfit to have access to young girls, like Plaintiff, and that their knowledge of Defendant Officer Drylie acts of child molestation, sexual assault, and sexual harassment created a particular risk to Plaintiff as a young female participant in the City’s youth volunteer program than Defendant Officer Drylie was a supervisor of.

**PARTIES**

25. Plaintiff JANE D.I. DOE is an adult female residing in San Bernardino County, within the State of California. At all times relevant to the sexual assaults found in this Complaint, Plaintiff was a resident of Los Angeles County, California. Plaintiff brings this Complaint pursuant to the Sexual Abuse and Cover-Up Accountability Act as codified in *Code of Civil Procedure* section 340.16(e), for the sexual assault she suffered at the hands of Defendants. Thus, Plaintiff’s claims for damages suffered as a result of sexual assault are timely filed as they are filed before December 31, 2023. As a victim of sexual assault as defined by Code of Civil Procedure section 340.16, the name JANE D.I. DOE is not Plaintiff’s actual name. Rather, this is a fictitious name utilized to protect her privacy. Plaintiff is entitled to protect her identity in this public court filing by not disclosing her name. (*Doe v. Lincoln Un. Sch. Dist. Doe* (2010) 188 Cal.App.4th 758.)

26. DEFENDANT CHARLES DRYLIE, the City police officer who sexually assaulted Plaintiff as pleaded, at all times herein was and is an adult male individual, who Plaintiff is informed and believes presently resides Los Angeles County, California, and otherwise lived in Los Angeles County during the period of time which the sexual assault, abuse, and harassment alleged herein took place. At all times mentioned herein, Defendant Officer Drylie was employed by, or otherwise was an agent of, Defendant City, and served as a sworn police officer and a supervising youth police training program advisor of Defendant City’s youth volunteer program. Within the scope of his relationship with Defendant City, Defendant Officer Drylie was responsible for providing supervision, education, and



1 counseling of minor children and non-minor participants in the City’s youth volunteer program,  
2 including Plaintiff, through all relevant times mentioned herein. At all times herein alleged, Defendant  
3 Officer Drylie was an employee and/or agent of Defendant City and was under its control and/or active  
4 supervision. At all times herein alleged, Defendant Officer Drylie was a supervisor of Plaintiff in her  
5 role as a participant in City’s youth volunteer program. Upon information and belief, Defendant Officer  
6 Drylie has since retired from the employ of the Defendant City.

7 27. DEFENDANT CITY OF WHITTIER is a public entity located in Los Angeles County,  
8 California. At all times mentioned herein, Defendant City operated the City’s youth volunteer program,  
9 and otherwise conducted substantial activities in the State of California. The City was the primary entity  
10 owning, operating, and controlling the youth police training program, and the activities and behavior of  
11 its employees and agents, and Defendant Officer Drylie.

12 28. The true names and capacities, whether individual, corporate, partnership, associate, or  
13 otherwise, of Defendants DOES 1–50 inclusive, are unknown to Plaintiff. Accordingly, Plaintiff sues  
14 DOES 1–50 by such fictitious names pursuant to section 474 of the California *Code of Civil Procedure*.  
15 Plaintiff will seek leave to amend this Complaint to allege their true names and capacities when they are  
16 ascertained. Plaintiff is informed and believes and thereon alleges that DOES 1–50 are legally  
17 responsible in some manner for the events, happenings, and/or tortious and unlawful conduct that caused  
18 the injuries and damages alleged in this Complaint.

19 29. On information and belief, at all times material hereto, Defendant Officer Drylie was the  
20 agent, representative, servant, employee, partner, and/or joint venturer of each and every other Defendant  
21 and was acting within the course and scope of said alternative capacity, identity, agency, representation,  
22 and/or employment and was within the scope of his authority, whether actual or apparent. Each of the  
23 Defendants is responsible in some manner for one or more of the events and happenings described herein.  
24 Each Defendant approved and/or ratified the conduct of each other Defendant. Consequently, each  
25 Defendant is jointly and severally liable to Plaintiff for the damages sustained as a proximate result of  
26 his, her, or its conduct. Each of the Defendants proximately caused the injuries and damages alleged.

27 30. Each of the Defendants aided and abetted each other Defendant, including but not limited  
28 to Defendant Officer Drylie. Each Defendant knowingly gave substantial assistance to each other

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

3 31. Each of the Defendants is, and at all relevant times herein mentioned was, the co-  
4 conspirator of each other Defendant, including but not limited to Defendant Officer Drylie. Therefore,  
5 each Defendant is jointly and severally liable to Plaintiff for the damages sustained as a proximate result  
6 of each other Defendant. Each Defendant entered into an express or implied agreement with each of the  
7 other Defendants to commit the wrongs herein alleged. This includes, but is not limited to, the  
8 conspiracy to perpetrate sexual assault against Plaintiff and other young persons participating in the  
9 City’s youth volunteer program.

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

12  
13 **FIRST CAUSE OF ACTION**  
14 **SEXUAL HARASSMENT – HOSTILE WORK ENVIRONMENT**  
15 **(Against all Defendants)**

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

18 34. Plaintiff obtained a right to sue letter for this cause of action from the California Civil  
19 Rights Department on October 10, 2023, pursuant to California Code of Regulations, title 2, section  
20 10005.

21 35. Plaintiff brings this Complaint pursuant to the Sexual Abuse and Cover-Up  
22 Accountability Act as codified in *Code of Civil Procedure* section 340.16(e), for the sexual assault she  
23 suffered at the hands of Defendants. The sexual acts perpetrated upon Plaintiff by Defendant Officer  
24 Drylie constitute sexual assault as defined by California *Code of Civil Procedure* section 340.16 and  
25 were a violation of the California *Penal Code*, including, but not limited to, *Penal Code* section 287.  
26 Defendant City and DEFENDANT DOES 1–50 are strictly and vicariously liable for the sexual  
27 harassment resulting from Defendant Officer Drylie’s sexual assault of Plaintiff and are further liable  
28 under theories of negligence. Defendant City and DEFENDANT DOES 1–50 engaged in a cover up or

1 attempted a cover up of previous instances or allegations of sexual assault by Defendant Officer Drylie.  
2 Thus, Plaintiff’s claims for damages suffered as a result of sexual assault are timely filed as they are  
3 filed before December 31, 2023.

4 36. Pursuant to long-held California case law, Plaintiff is specifically exempt from the claims  
5 presentation requirement for her Fair Employment and Housing Act (FEHA) claim against Defendant  
6 City. “[Actions] seeking redress for employment discrimination pursuant to the California Fair  
7 Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.) are not subject to the claim-  
8 presentation requirements of the Tort Claims Act (Gov. Code, § 810 et seq.)” (*Garcia v. L.A. Unified*  
9 *Sch. Dist.* (1985) 173 Cal.App.3d 701, 711 (quoting *Snipes v. City of Bakersfield* (1983) 145 Cal.App.3d  
10 861, 863).)

11 37. Pursuant to California *Government Code* sections 815.2 and 820, Defendant City is liable  
12 for injuries proximately caused by the acts or omissions of its employees, agents, servants, and/or joint  
13 venturers, where such acts or omissions were within the course and scope of their employment. Pursuant  
14 to California law, under FEHA, Defendant City is also “strictly liable for the harassing actions of its  
15 supervisors and agents.” (*Chapman v. Enos* (2004) 116 Cal.App.4th 920, 928; see also *Kelly-Zurian v.*  
16 *Wohl Shoe Co.* (1994) 22 Cal. App. 4th 397, 415–16; *Fiol v. Doellstedt* (1996) 50 Cal. App. 4th 1318,  
17 1328, 58 Cal. Rptr. 2d 308.)

18 38. Defendant Charles Drylie, a supervisor and employee of Defendant City, sexually  
19 harassed Plaintiff and violated the Fair Employment and Housing Act (FEHA), Gov. Code § 12940.

20 39. Plaintiff was an unpaid intern and/or a volunteer with the City’s youth volunteer program  
21 and was subjected to severe harassing conduct because she is a woman, including but not limited to the  
22 instances of Defendant Officer Drylie inappropriately touching Plaintiff and physically and violently  
23 forcing Plaintiff to orally copulate him. Such harassing conduct was severe. A single harassing incident  
24 involving “physical violence or the threat thereof” may qualify as being severe in the extreme. (*Herberg*  
25 *v. California Institute of the Arts* (2002) 101 Cal.App.4th 142, 151.)

26 40. A reasonable woman in Plaintiff’s circumstances would have considered the work  
27 environment to be hostile, intimidating, offensive, oppressive, or abusive when and after Defendant  
28 Officer Drylie sexually assaulted her.

1           41. Plaintiff considered the work environment to be hostile, intimidating, offensive,  
2           oppressive, or abusive when and after Defendant Officer Drylie sexually assaulted her.

3           42. On information and belief, at all times material hereto, Defendant Officer Drylie was an  
4           employee of Defendant City and a supervisor within the definition of *Government Code* § 12926. In his  
5           role as a youth police training program advisor, Defendant Officer Drylie had the authority in the interest  
6           of the other Defendants, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or  
7           discipline participants in the City’s youth volunteer program, or the responsibility to direct them, or to  
8           adjust their grievances, or effectively to recommend that action.

9           43. Defendants, by and through their agents, servants, and employees, knew or reasonably  
10          should have known of Defendant Officer Drylie’s sexually abusive and exploitative propensities and/or  
11          that Defendant Officer Drylie was an unfit agent. It was foreseeable that if Defendants did not adequately  
12          exercise or provide the duty of care owed to their employees, interns, and volunteers, including but not  
13          limited to Plaintiff, the employees, interns, and volunteers would be vulnerable to sexual assault by  
14          Defendant Officer Drylie.

15          44. Defendants breached their duty of care to Plaintiff by allowing Defendant Officer Drylie  
16          to come into contact with Plaintiff in his role as a youth police training program advisor; by failing to  
17          properly investigate; by failing to inform or concealing from Plaintiff or law enforcement officials that  
18          Defendant Officer Drylie was or may have been sexually abusing participants in the City’s youth  
19          volunteer program, including minors and young women; by holding out Defendant Officer Drylie to the  
20          community at large as being in good standing and trustworthy as a person of stature and integrity; by  
21          failing to take reasonable steps or implement reasonable safeguards to protect Plaintiff and other  
22          employees, interns, and volunteers, including minor children in their charge from the risk of sexual  
23          assault, harassment, and molestation, including by failing to enact adequate policies and procedures or  
24          failing to ensure their policies and procedures were followed; and by failing to properly warn, train, or  
25          educate the City’s staff members about how to spot red flags in other staff members’, and specifically  
26          Defendant Officer Drylie’s, behavior with youth police training program participants.

27          45. As a direct, legal, and proximate result of the acts of Defendant Officer Drylie, Plaintiff  
28          sustained serious and permanent injuries to her person, and damages in an amount to be shown according

1 to proof and within the jurisdiction of the Court.

2 **SECOND CAUSE OF ACTION**  
3 **SEXUAL HARASSMENT – QUID PRO QUO**  
4 **(Against all Defendants)**

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

7 47. Plaintiff obtained a right to sue letter for this cause of action from the California Civil  
8 Rights Department on October 10, 2023, pursuant to California Code of Regulations, title 2, section  
9 10005.

10 48. Plaintiff brings this Complaint pursuant to the Sexual Abuse and Cover-Up  
11 Accountability Act as codified in *Code of Civil Procedure* section 340.16(e), for the sexual assault she  
12 suffered at the hands of Defendants. The sexual acts perpetrated upon Plaintiff by Defendant Officer  
13 Drylie constitute sexual assault as defined by California *Code of Civil Procedure* section 340.16 and  
14 were a violation of the California *Penal Code*, including, but not limited to, *Penal Code* section 287.  
15 Defendant City and DEFENDANT DOES 1–50 are strictly and vicariously liable for the sexual  
16 harassment resulting from Defendant Officer Drylie’s sexual assault of Plaintiff and are further liable  
17 under theories of negligence. Defendant City and DEFENDANT DOES 1–50 engaged in a cover up or  
18 attempted a cover up of previous instances or allegations of sexual assault by Defendant Officer Drylie.  
19 Thus, Plaintiff’s claims for damages suffered as a result of sexual assault are timely filed as they are  
20 filed before December 31, 2023.

21 49. Pursuant to long-held California case law, Plaintiff is specifically exempt from the claims  
22 presentation requirement for her Fair Employment and Housing Act (FEHA) claim against Defendant  
23 City. “[Actions] seeking redress for employment discrimination pursuant to the California Fair  
24 Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.) are not subject to the claim-  
25 presentation requirements of the Tort Claims Act (Gov. Code, § 810 et seq.)” (*Garcia v. L.A. Unified*  
26 *Sch. Dist.* (1985) 173 Cal.App.3d 701, 711 (quoting *Snipes v. City of Bakersfield* (1983) 145 Cal.App.3d  
27 861, 863).)

28 50. Pursuant to California *Government Code* sections 815.2 and 820, Defendant City is liable

1 for injuries proximately caused by the acts or omissions of its employees, agents, servants, and/or joint  
2 venturers, where such acts or omissions were within the course and scope of their employment. Pursuant  
3 to California law, under FEHA, Defendant City is also “strictly liable for the harassing actions of its  
4 supervisors and agents.” (*Chapman v. Enos* (2004) 116 Cal.App.4th 920, 928; see also *Kelly-Zurian v.*  
5 *Wohl Shoe Co.* (1994) 22 Cal. App. 4th 397, 415–16; *Fiol v. Doellstedt* (1996) 50 Cal. App. 4th 1318,  
6 1328, 58 Cal. Rptr. 2d 308.)

7 51. Defendant Charles Drylie, a supervisor and employee of Defendant City, sexually  
8 harassed Plaintiff and violated the Fair Employment and Housing Act (FEHA), Government Code  
9 section 12940.

10 52. Plaintiff was an unpaid intern and/or a volunteer with the City’s youth volunteer program  
11 and was subjected to harassing conduct because she is a woman. Officer Drylie made unwanted sexual  
12 advances to Plaintiff and engaged in other unwanted verbal and physical conduct of a sexual nature.

13 53. Officer Drylie made terms of employment, job benefits, or favorable working conditions  
14 contingent on Plaintiff’s acceptance of Officer Drylie’s sexual advances or conduct.

15 54. On information and belief, at all times material hereto, Defendant Officer Drylie was an  
16 employee of Defendant City and a supervisor within the definition of *Government Code* § 12926. In his  
17 role as a youth police training program advisor, Defendant Officer Drylie had the authority in the interest  
18 of the other Defendants, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or  
19 discipline participants in the City’s youth volunteer program, or the responsibility to direct them, or to  
20 adjust their grievances, or effectively to recommend that action.

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

27 56. Defendants breached their duty of care to Plaintiff by allowing Defendant Officer Drylie  
28 to come into contact with Plaintiff in his role as a youth police training program advisor; by failing to

1 properly investigate; by failing to inform or concealing from Plaintiff or law enforcement officials that  
2 Defendant Officer Drylie was or may have been sexually abusing participants in the City's youth  
3 volunteer program, including minors and young women; by holding out Defendant Officer Drylie to the  
4 community at large as being in good standing and trustworthy as a person of stature and integrity; by  
5 failing to take reasonable steps or implement reasonable safeguards to protect Plaintiff and other  
6 employees, interns, and volunteers, including minor children in their charge from the risk of sexual  
7 assault, harassment, and molestation, including by failing to enact adequate policies and procedures or  
8 failing to ensure their policies and procedures were followed; and by failing to properly warn, train, or  
9 educate the City's staff members about how to spot red flags in other staff members', and specifically  
10 Defendant Officer Drylie's, behavior with youth police training program participants.

11 57. As a direct, legal, and proximate result of the acts of Defendant Officer Drylie, Plaintiff  
12 sustained serious and permanent injuries to her person, and damages in an amount to be shown according  
13 to proof and within the jurisdiction of the Court.

14 **PRAYER FOR RELIEF**

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

- 16 1. For past, present, and future general damages in an amount to be determined at trial;
  - 17 2. For past, present, and future special damages, including but not limited to past, present and  
18 future lost earnings, economic damages, and others in an amount to be determined at trial;
  - 19 4. Any appropriate statutory damages;
  - 20 5. For cost of suit;
  - 21 6. For interest as allowed by law;
  - 22 7. For any appropriate punitive or exemplary damages as to DEFENDANT OFFICER DRYLIE;
  - 23 8. For any appropriate punitive or exemplary damages as to DEFENDANT CITY OF  
24 WHITTIER;
  - 25 9. For attorney's fees and costs, including expert witness fees, pursuant to *Government Code*  
26 section 12965(c)(6), or otherwise as allowable by law; and
  - 27 10. For such other and further relief as the Court may deem proper.
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DEMAND FOR JURY TRIAL. Plaintiff hereby demands a trial by jury in this action for any and all claims so triable.

DATED: December 11, 2023

DEMARCO LAW FIRM

/s/ Anthony M. DeMarco  
ANTHONY M. DEMARCO  
Attorney for Plaintiff JANE D.I. DOE