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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **COUNTY OF LOS ANGELES – UNLIMITED JURISDICTION**

11 RICK COURTRIGHT, an individual,
 12 Plaintiff,
 13
 14 vs.

15 UNIVERSITY OF SOUTHERN
 CALIFORNIA, a California nonprofit
 16 public benefit corporation; CLANCY
 PENDERGAST, an individual; and DOES
 17 1-25, inclusive,
 18 Defendants.
 19

Case Number:

COMPLAINT FOR DAMAGES FOR:

- (1) Retaliation in Violation of Cal. Lab. Code § 1102.5
- (2) Retaliation in Violation of Public Policy
- (3) Violation of the Bane Act – Civil Code § 52.1
- (4) Negligent Supervision
- (5) Negligence
- (6) Intentional Infliction of Emotional Distress
- (7) Unfair Business Practices, Cal. Bus. & Prof. Code §§ 17200 *et seq.*

JURY TRIAL DEMANDED

1 Plaintiff Rick Courtright (“Courtright” or “Plaintiff”), through his attorneys, Dhillon Law
2 Group, Inc., files this Complaint against the University of Southern California (“USC”), Clancy
3 Pendergast (“Pendergast”), and DOES 1-25, inclusive (collectively “Defendants”), and alleges as
4 follows:

5 INTRODUCTION

6 1. This action arises from USC’s retaliatory and negligent acts against Courtright after he
7 reported the football department’s practice of paying undergraduate assistants to pose as Graduate
8 Assistants in online courses so the real Graduate Assistants appear to satisfy their enrollment
9 requirements, when they do not. Courtright reported this activity, as well as other perceived illegal
10 activities, and as a result, USC and its agents retaliated against him by harassing and bullying him, not
11 promoting him as promised, and ultimately wrongfully terminating him from his employment with
12 USC.

13 2. Courtright brings this action for compensatory damages, injunctive relief, statutory and
14 civil penalties, punitive damages, costs, and attorneys’ fees under the California Labor Code,
15 California Civil Code, public policy, common law, and the California Unfair Competition Law.
16 Plaintiff seeks redress for his injuries sustained from Defendants’ violations in a timely manner as to
17 each cause of action.

18 PARTIES

19 3. Plaintiff Rick Courtright is an individual who, at all times relevant to this action, was
20 either an employee or wrongfully terminated employee of USC. While employed by USC, Courtright
21 resided in Los Angeles County.

22 4. Defendant USC is and was at all times relevant to this action a California nonprofit
23 public benefit corporation, which according to its filings with the California Secretary of State, has its
24 principal place of business in Los Angeles County, California. USC is and was at all relevant times an
25 employer as defined by the California Labor Code § 350(a) and California Government Code §
26 12926(d).

27 5. Defendant Pendergast is an employee of USC and who was Courtright’s supervisor
28 during his employment at USC. Pendergast worked in USC’s athletic department as a position coach

1 at the University of Washington for two Rose Bowls and a national championship; coaching for Ken
2 Whisenhunt at the Arizona Cardinals for the 2008 & 2009 NFC West Champions, the 2009 Super
3 Bowl, and leading the #1 ranked Red Zone Defense in 2010; coordinating defense for Don Patterson
4 at Western Illinois during the Gateway Conference Champions & Quarterfinals in NCAA Playoffs,
5 working at the Bishop & Dullaghan Passing Clinic; and being appointed Chairman of the Inaugural
6 Foundation Committee of the American Football Coaches Association.

7 13. Given Courtright's ample experience and expertise as a football coach, USC
8 interviewed Courtright for a job position at USC's football department in early 2016. During the job
9 interview, Courtright was told that the NCAA was expected to add a 10th position coach to Division I
10 staffs in 2017. A "position coach" is a contract position with an annual salary ranging from \$250K-
11 \$900K for two years with a bonus, raise, and possible contract extension if the team has a successful
12 season. At the time of the interview, the NCAA had not officially passed the 10th position coach rule,
13 but the USC interviewers nevertheless mentioned the subject to Courtright while interviewing him and
14 insinuated that Courtright would qualify for that position if it were officially created.

15 14. USC ultimately hired Courtright as a Senior Defensive Analyst in the football
16 department on March 1, 2016. Courtright signed a letter of understanding that listed the job position
17 and an annual salary of \$80K. USC also verbally told Courtright that USC would pay for his housing
18 for the spring semester, but Courtright would be responsible for his own housing thereafter with the
19 option of staying at a USC-owned hotel across the street from campus for \$50-\$60/night.

20 15. As a Senior Defensive Analyst, Courtright's job duties included working directly under
21 and with his supervisor, Clancy Pendergast, who was a position coach and USC's Defensive
22 Coordinator at the time. Pendergast and Courtright would watch games of upcoming opponents, cater
23 game plans, and make in-game adjustments in response to the particular opponent the team faced.
24 During his time at USC, Courtright performed these duties in the defensive conference room of the
25 football team's office area, which was his assigned office.

26 16. Courtright's contributions to USC's football team proved invaluable to the team's
27 success. Courtright was personally responsible for implementing a "pressure package" that led USC to
28 ten straight wins including a Rose Bowl Championship, and the team finished the season ranked #3 in

1 the Nation. Courtright also taught Pendergast the “Up G defense” to defend against Stanford’s power
2 run game. The “Up G defense” successfully defeated Stanford twice that year, and assisted USC in
3 winning the PAC 12 Championship.

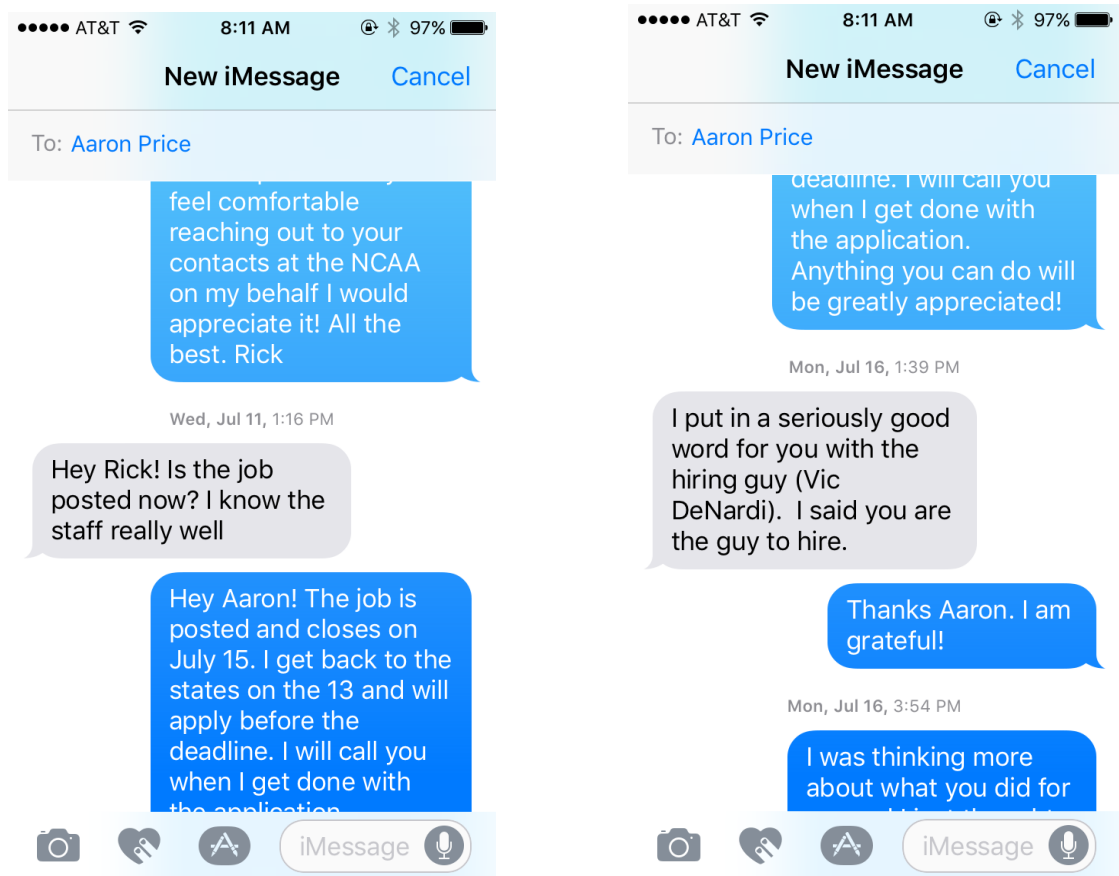
4 17. Courtright’s responsibilities with the team increased over time, with Pendergast asking
5 Courtright to “act” as his general manager for the defense. This entailed evaluating practices and
6 coaches from an off-the-field perspective. For example, during practice, Courtright would evaluate the
7 players and identify the breakdowns that needed to be corrected. He would also watch practices with
8 Pendergast and make corrections that Pendergast would review with the players during the next team
9 meeting. During games, Courtright was responsible for identifying breakdowns and forming on-the-
10 fly solutions, which he would communicate to Pendergast through a headset while Pendergast was on
11 the field.

12 18. Pendergast often consulted with Courtright given Courtright’s expertise, asking him
13 questions such as “what should I do with the linebackers today,” and “what should I talk about in the
14 meeting.” The head coach, Clay Helton, also recognized Courtright’s expertise and asked him to
15 speak with the defense staff from another university to give them feedback and advice on how to help
16 their football team defeat a common opponent.

17 19. In recognition of Courtright’s accomplishments, the Athletic Director, Lynn Swann,
18 gave Courtright several awards and a raise in the spring of 2017. Helton, also thanked Courtright,
19 stating he was a “steal” since USC’s football department was getting so much expertise and value for
20 so little salary. Pendergast also repeatedly thanked Courtright for allowing him to claim many of
21 Courtright’s great ideas as his own, and told him that Pendergast and the head coach had already
22 agreed that Courtright would get the 10th position coach job once it opened up.

23 20. Later, in April 2017, the NCAA voted and officially passed the 10th position coach
24 rule, but postponed the implementation until January of 2018. Nevertheless, Pendergast reassured
25 Courtright that “the plan was still the same” and that “Clay said [Courtright] would be getting the
26 position on defense as the linebacker coach,” or words to similar effect. Indeed, Courtright’s addition
27 to the team would fulfill Helton’s goal to have an even number of coaches with five on offense and
28 five on defense.

1 21. Other USC employees also recognized that Courtright was very qualified for the 10th
2 position coach job. For instance, Aaron Price, a compliance officer for USC at the time, discussed
3 how “great” it would be if Courtright received the 10th position coach job, and described Courtright as
4 the “guy to hire” for a subsequent job opening with the NCAA. (See Figure 1-1).



20 **Figure 1-1**

21 22. Similarly, other staff members in the department looked up to Courtright and often
22 asked Courtright for advice and guidance of how to get to the “NFL level.”

23 23. Overall, at all times during Courtright’s employment at USC, his job performance was
24 satisfactory or better. He was never reprimanded or accused of performing less than satisfactory work
25 while employed by USC.

26 **Plaintiff’s Protected Whistleblowing Activities**

27 24. At the same time that Courtright was hired in 2016, the USC Football Department also
28 hired two Graduate Assistants, Brett Arce and Austin Clark. In general, Graduate Assistants are

1 similar to “intern coaches” who perform entry-level coaching duties for the team while simultaneously
2 working on a postgraduate degree. At USC, Graduate Assistants had to be enrolled in at least 50
3 percent of the minimum regular graduate program of studies at USC in order to be able to coach and
4 receive a stipend for their work. Courtright was also informed and believed that the NCAA required
5 Graduate Assistants at a NCAA Division I institution to be validly enrolled in the institution’s
6 graduate program.

7 25. During the Spring of 2017, while working in his office that was in the defensive
8 conference room, Courtright overheard the two Graduate Assistants casually talking to each other.
9 Courtright heard Austin Clark say, “I need to get more money from Clancy so I can pay Gill for the
10 work he’s doing for me on my class,” or words to similar effect. Brett Arce responded sympathetically
11 and began to compare the work of Gill versus LaBonty. From that conversation, Courtright learned
12 that the two Graduate Assistants and Pendergast were paying two undergraduate students, Karan Gill
13 and Jonathan LaBonty, to take and complete online graduate courses on behalf of the Graduate
14 Assistants to fulfill the Graduate Assistant’s graduate course requirement. Courtright later also saw
15 Pendergast hand Austin Clark some cash, and saw Clark then had it to Karen Gill.

16 26. Upon witnessing these events, Courtright believed that the actions of Pendergast and
17 the Graduate Assistants violated state and federal laws and regulations including academic fraud and
18 fraud with the NCAA. He weighed how to correctly report the offenses, and held off filing the report
19 immediately since he feared that if he reported the incident, USC might retaliate against him.

20 27. Later in the year, in or about June 2017, the time came to sign annual NCAA forms
21 that all coaches and staff members had to sign, confirming that they were not aware of any illegal
22 activity in the USC athletic department including NCAA violations. Faced with having to sign this
23 form, Courtright decided to go to the Compliance Office and told the two compliance officers there,
24 Aaron Price and Brad Boswell, about Pendergast paying undergraduate assistants to take courses on
25 behalf of the Graduate Assistants. The two compliance officers assured Courtright that his identity
26 would be protected regarding the report, and said that they would notify their supervisor about these
27 violations. Courtright also submitted an anonymous on-line complaint through USC’s online system
28 for reporting such violations around this time.

1 28. Courtright was informed and believed that the Compliance Office and online reporting
2 system had the authority to investigate, discover, or correct the violation or noncompliance. He
3 believed this since the Compliance Office was placed in the department shortly after a prior scandal in
4 USC’s athletic department had occurred, in order to investigate and monitor other possible illegal
5 practices or activities.

6 29. While at USC, Courtright came to learn about other questionable practices in the USC
7 football department that Courtright also believed violated state and/or federal laws. For instance, in
8 May of 2017, position coaches traveled around the country to do Spring recruiting. The coaches were
9 specifically told that Graduate Assistants could not drive coaches around during the recruitment,
10 which would violate NCAA rules, at a minimum.

11 30. Nevertheless, later in June 2017, Courtright overheard the Graduate Assistants Brett
12 Arce and Austin Clark describe how they drove Pendergast to San Diego for recruiting the prior
13 month. The assistants also mentioned driving the courtesy car for personal reasons such as driving to
14 camps at which they worked. When Courtright heard about this, he reasonably believed that such
15 activity violated the NCAA rules, and that Defendants were defrauding the NCAA by claiming to
16 adhere to their regulations.

17 31. Another time, around September 2, 2017, when the football season was beginning,
18 Courtright noticed that prior to the official pre-game warm-up, several players, managers, and student
19 assistants would be out on the field running around without any supervision or protective equipment
20 on. Courtright informed Clancy Pendergast about this after seeing some near collisions on the field.
21 However, Pendergast told Courtright “not to worry about it,” and this behavior continued even though
22 players were not allowed to be unsupervised on the field without a full-time coach present in light of
23 the imminent risk to the health and safety of players, student assistants, and employee staff.

24 32. Indeed, on September 29, 2017, two players were tossing the ball around before the
25 official pre-game warm up for the Washington State University game and (as usual) playing without
26 supervision or protective equipment. The two ended up colliding into each other, and they received
27 concussions as a result. When Courtright heard about this, he reported the incident and the general
28 practice to USC by submitting another online report through the university’s online reporting system.

1 Courtright also reported the fact that he had raised his concerns about the students' and employees'
2 safety to Pendergast earlier, but that his concerns had been ignored. Courtright reported this practice,
3 believing that the USC football department was negligently endangering the safety and health of both
4 the players and the athletic department staff.

5 33. Later, in October 2017, a USC Assistant Basketball Coach was arrested for bribing
6 recruits to the school. Because of the incident, the Athletic Director Lynn Swann sent all the athletics
7 department employees an email asking them to report illegal or suspicious activity to the Compliance
8 Office. In response, Courtright went to the Compliance Office and reported the summer rides that
9 Pendergast received from the Graduate Assistants during the 2017 recruitment season. He also
10 reported the incident on the online form.

11 34. After Courtright made this latest report in October 2017, Courtright overheard the
12 Graduate Assistant, Austin Clark, say that Pendergast had to meet with someone on campus for some
13 kind of investigation. Courtright is informed and believed that the meeting was in relation to some
14 kind of investigation into the claims that Courtright reported.

15 **Plaintiff Is Retaliated Against and Harassed for Reporting Unlawful Activity**

16 35. Following Pendergast's meeting with someone on campus, all of the Graduate
17 Assistants and undergraduate assistants were instructed to work in offices away from Courtright's
18 work area, and stopped having conversations in the defensive conference room where Courtright
19 worked. Courtright is informed and believes that these changes occurred per Pendergast's instructions.

20 36. At the same time, Courtright also became subject to several harassing incidents in the
21 office including but not limited to someone gluing his mouse to the table, someone logging into his
22 computer and moving it to a different location in the department, someone stealing Courtright's ski
23 cap and jacket from his locker, and someone leaving sticky notes around his desk with snide remarks
24 on them such as "asshole" and "dickhead."

25 37. In addition to these pranks, everyone in the football department suddenly ostracized
26 Courtright and refused to interact with him. The employees and staff no longer would no longer have
27 conversations with him, or approach him for advice about the NFL. Similarly, people would abruptly
28 end or cut off conversations when Courtright appeared. Courtright believes that these acts were done

1 intentionally and with malice to humiliate him and cause him so much distress that he would
2 “voluntarily” resign from his position. These acts continued up through the 2017 holidays.

3 38. After the holiday break, during the first week of January 2018, Helton called Courtright
4 into his office and said that the Defensive Coordinator, Pendergast, did not want to bring Courtright
5 back for the next season because the “chemistry” was not right and that “things weren’t working out.”
6 Helton asked Courtright to meet with him on Sunday, January 14, 2018, and by then Helton would
7 have a final decision about Courtright’s employment.

8 39. The two met on Sunday, January 14, 2018, in the afternoon at Helton’s private
9 residence. Helton thanked Courtright for “help[ping] to put a lot of money in [his] family’s pocket,”
10 but he confirmed Courtright would effectively be placed on administrative leave. Helton offered to be
11 a reference for Courtright, and told him that he would keep Courtright on the payroll for a while until
12 “the time was up,” but that until then Courtright was not allowed on campus or in the football
13 department.

14 40. Courtright is informed and believes that USC banned him from the football department
15 so that he would no longer be privy to multiple illegal activities in the department and therefore would
16 not be able to report these activities. Later, in April 2018, Helton called Courtright and informed him
17 that Courtright needed to either resign from USC or be terminated. Rather than have a termination on
18 his record, Courtright was forced to send in a resignation letter on May 15, 2018.

19 41. As a result of his forced resignation, Courtright has suffered physical and mental harm.
20 He has also suffered economic harm and he believes he is unlikely to be hired as a football coach by
21 another college or university. He initially accepted a position as a football coach at Mayview State
22 University in North Dakota earning \$35K annually. However, the football program was not well
23 funded, and Courtright eventually left to accept a contract position with the U.S. Army earning
24 \$54,000.00 annually.

25 42. Courtright has since learned that USC hired Mr. Keary Colbert for the 10th position
26 coach job that Courtright had been promised. Mr. Colbert was approximately 36 years old at the time
27 he obtained the 10th position coach job and became the sixth offensive coach, leaving only four
28 coaches on the defensive line.

1 negligent supervision, falsification of records, and possible misappropriation of university funds.

2 49. Courtright also reasonably believed the Clancy Pendergast was deceiving the NCAA
3 by asking Graduate Assistants to escort him on recruiting events, allowing the Graduate Assistants to
4 use the courtesy car for personal use in violation of NCAA rules, in signing the annual NCAA forms
5 where Pendergast declared he was not aware of (or engaged in) illegal activities in the athletic
6 department. Lastly, Courtright reasonably believed the practice of allowing student players and
7 coaches to informally practice without safety gear or supervision threatened the health or safety of
8 employees and the students and constituted negligence and negligent supervision.

9 50. Upon learning of Courtright's reporting, and as a direct reprisal and in retaliation for
10 Plaintiff's conduct in reporting to the Compliance Office and filing online reports regarding the
11 illegal, unethical, and improper conduct of the Defensive Coordinator and other employees of the
12 athletic football department, Courtright was wrongfully harassed at work with vile pranks, invasion of
13 his personal locker space, and publically displayed defamatory remarks about him left in his work
14 area. He also was ostracized and shunned in the department, and ultimately barred from the premises
15 and placed on administrative leave. Finally, Courtright not promoted to the promised 10th position
16 coach job as Pendergast and Helton had promised, and ultimately forced to resign from his
17 employment with USC in direct violation of Labor Code § 1102.5.

18 51. At all times relevant hereto, the information that Courtright reported to the Compliance
19 Office and online reporting system about the illegal, unethical, and improper conduct of the Defensive
20 Coordinator and other staff of the athletics football department, as described in paragraphs 25, 29, 30,
21 and 31 herein, protected Courtright from any retaliation by USC since the Compliance Office and
22 online reporting system had the authority to investigate, discover, or correct the violation or
23 noncompliance.

24 52. Both Courtright's forced resignation from his position as a Senior Defensive Analyst
25 and rescinded promotion to 10th Position Coach, are the direct, proximate, and legal cause of his
26 damages.

27 53. As a direct, proximate and legal result of Defendants' conduct, as described herein,
28 Plaintiff has suffered economic damages in an amount to be proven at trial, but in excess of

1 \$2,000,000 for loss of salary and future income, loss of medical benefits, and loss of retirement
2 income and benefits.

3 54. As a further direct and proximate result of Defendants' willful and intentional
4 malicious conduct, as described herein, Courtright has suffered detriment to his person within the
5 meaning of California Civil Code § 3294, thus entitling him to recover punitive damages at an amount
6 to be proven at trial.

7 55. As a further direct and proximate result of Defendants' conduct in wrongfully
8 terminating Courtright in direct retaliation for his protected "whistleblowing" activities, Courtright
9 has suffered, and continues to suffer, humiliation, mental anguish, and extreme emotional and
10 physical distress, and has been injured in mind and body according to proof, all to the Plaintiff's
11 severe damage, thus entitling Courtright to compensatory damages in an amount according to proof.
12 (*See Phillips v. Gemini Moving Specialists* (1998) 63 Cal.App.4th 563, 577.)

13 56. Courtright also seeks recovery for attorneys' fees and costs of action to be paid by
14 Defendants, as provided under Cal. Civ. Proc. § 1021.5.

15 **SECOND CAUSE OF ACTION**

16 **Retaliation in Violation of Public Policy**

17 **(By Plaintiff Against USC and Does 1-25, inclusive)**

18 57. Courtright hereby re-alleges and incorporates each and every allegation set forth in
19 paragraphs 1 through 56, inclusive, of this Complaint as though set forth in full herein.

20 58. California has fundamental public policies against terminating any employee for
21 objecting to suspected illegal, fraudulent, and unsafe practices and work conditions. (*See Tamenny v.*
22 *Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 172; *see also Casella v. SouthWest Dealer Services, Inc.*
23 (2007) 157 Cal.App.4th 1127; *Franklin v. The Monadnock Co.* (2007) 151 Cal.App.4th 252.)

24 59. Courtright reported to his employer activities in USC's football department that he
25 reasonably believed were illegal, fraudulent, and unsafe. As a direct result of his reports, Courtright
26 endured adverse action by not obtaining the promised promotion to Position Coach, which became
27 available in January 2018, not being allowed on campus in early 2018, and ultimately being forced to
28 resign in April/May 2018.

1 rights to be free from acts of intimidation, coercion, and threats of violent acts for exercising his state
2 whistleblowing rights. Defendants repeatedly committed and ratified threatening, harassing, and
3 intimidating acts, including, but not limited to, harassing pranks that invaded Courtright's work and
4 personal space, intentional infliction of emotional distress by ostracizing Courtright and banning him
5 from the USC football department, and retaliatory actions by retracting the promised 10th position
6 coach job and forcing Courtright to resign from his employment.

7 67. Courtright is informed, believes, and alleges that Defendants committed and ratified
8 these acts due to Courtright's whistleblowing activities.

9 68. In committing the foregoing acts, Defendants intended to cause physical and emotional
10 distress to Courtright. Specifically, Defendants intentionally interfered with Courtright's rights with
11 the intent to cause him severe emotional distress or at least without regard to the consequences of
12 Courtright's livelihood and emotional wellbeing.

13 69. Such conduct was performed or ratified by Defendants and each of them are
14 responsible for a substantial portion of the violent and tortious conduct.

15 70. As a direct, proximate and legal result of Defendants' conduct, Courtright suffered and
16 continues to suffer damages including loss of his USC employment, loss of the 10th position coach
17 job, harm to reputation, and emotional distress including depression, insomnia, embarrassment,
18 discomfort, and anxiety. The amount of Courtright's damages will be ascertained at trial.

19 71. As a further direct and proximate result of Defendants' willful and intentional
20 malicious conduct, as described herein, Courtright has suffered detriment to his person within the
21 meaning of California Civil Code § 3294, thus entitling him to recover punitive damages at an amount
22 to be proven at trial.

23 72. Courtright also seeks recovery for attorneys' fees and costs of action to be paid by
24 Defendants, as provided under Cal. Civ. Code §§ 51.7 and 52.

25 **FOURTH CAUSE OF ACTION**

26 **Negligent Supervision – California Common Law**

27 **(By Plaintiff Against USC and Does 1-25, inclusive)**

1 under Civ. Code § 1714(a) and common law. An employer may be vicariously liable for their
2 employees' negligent acts or omissions in the course and scope of employment. (*See Flores v.*
3 *AutoZone W., Inc.* (2008) 161 Cal. App. 4th 373, 382).

4 82. Courtright is informed, believes, and alleges that Defendant Pendergast breached this
5 duty by engaging, and/or instructing and allowing others to harass and intimidate Courtright for his
6 whistleblowing activities. Courtright is also informed, believes, and alleges that USC is vicariously
7 liable for the actions of Pendergast. (*Hinman v. Westinghouse Elec. Co.* (1970) 2 Cal. 3d 956, 960).

8 83. As a direct and proximate cause of Pendergast's negligence, Courtright was harassed,
9 humiliated, intimidated, and unlawfully retaliated against for exercising his whistleblowing rights.

10 84. As a direct and proximately cause of Pendergast's negligence, Courtright has suffered
11 compensatory damages in an amount to be proven at trial, but in excess of \$2,000,000 for loss of
12 salary and future income, loss of medical benefits, and loss of retirement income and benefits.

13 SIXTH CAUSE OF ACTION

14 Intentional Infliction of Emotional Distress

15 (By Plaintiff Against All Defendants)

16 85. Courtright hereby re-alleges and incorporates each and every allegation set forth in
17 paragraphs 1 through 84, inclusive, of this Complaint as though set forth in full herein.

18 86. Courtright is informed, believes, and thereon alleges, that the aforementioned conduct
19 of Clancy Pendergast, the University of Southern California, and/or Does 1-25 was extreme and
20 outrageous. Specifically, Courtright is informed, believes, and alleges that Pendergast and the Does,
21 functioning as agents and employees of the university, acted in a manner wholly outside the bounds of
22 conduct tolerated by decent society.

23 87. Courtright is informed, believes, and alleges that Pendergast and the Does intended to
24 cause him severe emotional distress for whistleblowing by permitting, encouraging, and/or personally
25 conducting actions meant to intimidate, harass, and attack Plaintiff. Such actions include pulling
26 pranks on Courtright that impermissibly violated and intruded upon Courtright's personal space and
27 person. Upon information and belief, Pendergast also encouraged other employees to ostracize and
28 shun Courtright, banned Courtright from the department in its entirety, and ultimately caused

1 Courtright's threatened termination and forced resignation.

2 88. As a direct and proximate result of Pendergast's and the Does' actions, Courtright has
3 suffered extreme emotional distress from being robbed of his employment, being publically
4 humiliated in his professional circle, and facing hardships in his personal relationships because of
5 financial hardship and the need to move and start a new career.

6 89. As a direct, proximate and legal result of Defendants' acts, Courtright is entitled to
7 recover compensatory damages to compensate for the humiliation, embarrassment, disappointment,
8 and grief caused by Defendants' actions.

9 90. As a direct, proximate and legal result of Defendants' willful and intentional malicious
10 conduct, as described herein, Courtright has suffered detriment to his person within the meaning of
11 California Civil Code § 3294, thus entitling him to recover punitive damages in an amount to be
12 proven at trial.

13 SEVENTH CAUSE OF ACTION

14 Unfair Business Practices, Cal. Bus. & Prof. Code §§ 17200 et seq.

15 (By Plaintiff Against USC)

16 91. Courtright hereby re-alleges and incorporates each and every allegation set forth in
17 paragraphs 1 through 90, inclusive, of this Complaint as though set forth in full herein.

18 92. As a direct and proximate result of USC's practice of defrauding the NCAA,
19 endangering the health and safety of its employees and students, and negligently supervising
20 employees, Plaintiff has suffered extreme emotional distress from being robbed of his employment,
21 being publically humiliated in his professional circle, and facing hardships in his personal
22 relationships because of financial hardship and the need to move and start a new career.

23 93. Defendant's violations of the California Labor Code, California statutory and common
24 law, and other provisions, as described above in the causes of action listed in this Complaint, all
25 constitute unfair and unlawful business practices pursuant to Business & Professions Code § 17200 *et*
26 *seq.*

27 94. As a direct, proximate and legal result of Defendant USC's conduct, as described
28 herein, Plaintiff lost his job, his health benefits, and retirement income and benefits.

