#### 19STCV22799

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Electronically FILED by Superior Court of California, County of Los Angeles on 07/01/2019 09:45 AM Sherri R. Carter, Executive Officer/Clerk of Court, by M. Barel, Deputy Clerk

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8	SUPERIOR COURT OF T	THE STATE OF CALIFORNIA
9	COUNTY OF LOS ANCELE	S – UNLIMITED JURISDICTION
10	COUNTI OF LOS ANGELE	S – UNLIMITED JUNISDICTION
11	RICK COURTRIGHT, an individual,	Case Number:
12	Plaintiff,	COMPLAINT FOR DAMAGES FOR:
13		COMILAINT FOR DAMAGES FOR.
14	VS.	(1) Retaliation in Violation of Cal. Lab. Code § 1102.5
15	UNIVERSITY OF SOUTHERN	(2) Retaliation in Violation of Public Policy
16	CALIFORNIA, a California nonprofit public benefit corporation; CLANCY	<ul><li>(3) Violation of the Bane Act – Civil Code § 52.1</li><li>(4) Negligent Supervision</li></ul>
17	PENDERGAST, an individual; and DOES	(5) Negligence
18	1-25, inclusive,	<ul><li>(6) Intentional Infliction of Emotional Distress</li><li>(7) Unfair Business Practices, Cal. Bus. &amp; Prof.</li></ul>
10	Defendants.	Code §§ 17200 et seq.
20		JURY TRIAL DEMANDED
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DHILLON LAW GROUP INC	Complaint	Case No.

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

### INTRODUCTION

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

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

### PARTIES

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

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

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

Defensive Coordinator at all times relevant to this Complaint.

2 6. Plaintiff Courtright is ignorant of the true names and capacities of the Defendants sued herein as DOES 1 through 25. Defendants DOES 1 through 25 are sued herein under fictitious names pursuant to Code of Civil Procedure section 474. Courtright is informed and believes, and on that 5 basis alleges, that each Defendant sued under such fictitious names is in some manner responsible for the wrongs and damages as alleged herein. Courtright does not at this time know the true names or 6 7 capacities of said Defendants, but prays for leave to amend and serve such fictitiously named 8 Defendants once their names and capacities become known.

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### JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to other courts."

13 8. This Court has personal jurisdiction over all Defendants because each Defendant is 14 either a citizen of California, has sufficient minimum contacts in California, and/or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by 16 the California courts consistent with traditional notions of fair play and substantial justice.

17 9. Additionally, venue is proper in this Court pursuant to Code Civ. Proc. § 395, subd.(a), 18 because the damages alleged in this Complaint arise from harm that occurred in the County of Los 19 Angeles, and one or more of the named Defendants resides, transacts business, or has offices in the 20 County of Los Angeles. (See Gov. Code, § 12965, subd.(b).)

10. The damages alleged by Plaintiff against Defendants exceed \$25,000, and the subject matter of this action is otherwise within this Court's jurisdiction.

### GENERAL ALLEGATIONS

### Plaintiff's Career with USC

11. Plaintiff Courtright has worked in the capacity of a football coach for nearly 33 years. Courtright has been a defensive backs coach in the NFL, and has several years of experience coaching linebackers and the defensive line.

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12. Courtright's accomplishments include, but are not limited to, coaching for Don James



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

13. Given Courtright's ample experience and expertise as a football coach, USC interviewed Courtright for a job position at USC's football department in early 2016. During the job interview, Courtright was told that the NCAA was expected to add a 10th position coach to Division 1 staffs in 2017. A "position coach" is a contract position with an annual salary ranging from \$250K-\$900K for two years with a bonus, raise, and possible contract extension if the team has a successful season. At the time of the interview, the NCAA had not officially passed the 10th position coach rule, but the USC interviewers nevertheless mentioned the subject to Courtright while interviewing him and 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.

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



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

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

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

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

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

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Other USC employees also recognized that Courtright was very qualified for the  $10^{\text{th}}$ 21. position coach job. For instance, Aaron Price, a compliance officer for USC at the time, discussed how "great" it would be if Courtright received the 10<sup>th</sup> position coach job, and described Courtright as the "guy to hire" for a subsequent job opening with the NCAA. (See Figure 1-1).

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Fig	gure 1-1						
22.	Similarl	y, other staf	f members	in the depar	rtment loo	ked up to Court	right and of
asked Court	right for ad	vice and gui	idance of h	ow to get to	the "NFL	level."	
23.	Overall,	at all times	during Cou	urtright's en	nployment	t at USC, his job	o performan
satisfactory of	or better. H	le was never	reprimand	led or accus	ed of perf	orming less thar	n satisfactor
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		Plaintif	f's Protect	ed Whistle	blowing A	ctivities	
24.	At the sa	ame time tha	at Courtrigh	nt was hired	l in 2016, 1	the USC Footba	ll Departme
hired two Gr	aduate Ass	sistants, Bre	tt Arce and	Austin Cla	rk. In gene	eral, Graduate A	ssistants ar
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Complaint

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

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

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



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

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

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

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

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



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

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

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

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Plaintiff Is Retaliated Against and Harassed for Reporting Unlawful Activity

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

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

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



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

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

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

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

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

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



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1	43.	Courtright is informed and believes that Courtright was more qualified for the 10 <sup>th</sup>
2	position coac	ch job than Mr. Colbert, who at the time had limited coaching experience (less than four
3	years), no ex	perience as a position coach, and whose football experience was predominately based on
4	his time as a	wide receiver when he was a former USC and NFL player.
5		FIRST CAUSE OF ACTION
6		Retaliation in Violation of Cal. Lab. Code § 1102.5
7		(By Plaintiff Against USC and Does 1-25, inclusive)
8	44.	Plaintiff Courtright incorporates every allegation in the preceding paragraphs, as
9	though set fo	rth fully herein.
10	45.	At all relevant times, the University of Southern California was an employer covered
11	by the Labor	Code, and Courtright was an employee of USC.
12	46.	California Labor Code § 1102.5 provides in relevant part that:
13		(b) An employer, or any person acting on behalf of the employer,
14		shall not retaliate against an employee for disclosing information to a person with authority over the employee or another employee who has the
15		authority to investigate, discover, or correct the violation or
16		noncompliance if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a
17		violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the
18		employee's job duties.
19	47.	At all times relevant hereto, Courtright was acting in good faith and had reasonable
20	cause to belie	eve the following acts violated state and federal laws and/or regulations: the Defensive
21	Coordinator	payments to undergraduate assistants to pose as graduate students in online courses so the
22	Graduate Ass	sistants would obtain graduate school credit, the Defensive Coordinator allowing
23	Graduate Ass	sistants to escort him on recruiting events and then drive the university vehicle for
24	personal use	in violation of NCAA rules, and the negligent practice of allowing student players and
25	coaches to in	formally warm up without protective gear or supervision prior to games, as described in
26	paragraphs 2	5, 29, 30, and 31 herein.
27	48.	Specifically, Courtright reasonably believed that the payments to undergraduate
28	students to co	omplete graduate courses constituted conspiracy, academic fraud, fraud with the NCAA,



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

49. Courtright also reasonably believed the Clancy Pendergast was deceiving the NCAA by asking Graduate Assistants to escort him on recruiting events, allowing the Graduate Assistants to use the courtesy car for personal use in violation of NCAA rules, in signing the annual NCAA forms where Pendergast declared he was not aware of (or engaged in) illegal activities in the athletic department. Lastly, Courtright reasonably believed the practice of allowing student players and coaches to informally practice without safety gear or supervision threatened the health or safety of 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 and placed on administrative leave. Finally, Courtright not promoted to the promised 10<sup>th</sup> position 15 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 and rescinded promotion to 10<sup>th</sup> Position Coach, are the direct, proximate, and legal cause of his 26 damages.

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



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

55. As a further direct and proximate result of Defendants' conduct in wrongfully
terminating Courtright in direct retaliation for his protected "whistleblowing" activities, Courtright
has suffered, and continues to suffer, humiliation, mental anguish, and extreme emotional and
physical distress, and has been injured in mind and body according to proof, all to the Plaintiff's
severe damage, thus entitling Courtright to compensatory damages in an amount according to proof.
(*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.

### SECOND CAUSE OF ACTION

### **Retaliation in Violation of Public Policy**

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

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

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

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



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60. 1 These adverse employment actions are in direct violation of California public policy 2 exemplified in Labor Code § 1102.5, the purpose of which is to encourage reports of unlawful acts 3 which affect the public's opinion of the integrity of the educational system, the safety and health of 4 students and staff participating in Tier 1 Division athletic activities, and the general ethics behind 5 academic collegiate sport programs and its departments, without fearing retaliation, such as those that 6 Courtright reported.

61. 7 As a direct, proximate and legal result of Defendants' conduct, as described herein, 8 Courtright has suffered compensatory damages in an amount to be proven at trial, but in excess of 9 \$2,000,000 for loss of salary and future income, loss of medical benefits, and loss of retirement 10 income and benefits.

11 62. As a further direct and proximate result of Defendants' willful and intentional 12 malicious conduct, as described herein, Courtright has suffered detriment to his person within the 13 meaning of California Civil Code § 3294, thus entitling him to recover punitive damages at an amount 14 to be proven at trial.

15 Courtright also seeks recovery for attorneys' fees and costs of action to be paid by 63. Defendants, as provided under Cal. Civ. Proc. § 1021.5. 16

# THIRD CAUSE OF ACTION Violation of the Bane Act – Civil Code § 52.1 (By Plaintiff Against All Defendants)

64. Courtright hereby re-alleges and incorporates each and every allegation set forth in paragraphs 1 through 63, inclusive, of this Complaint as though set forth in full herein.

22 65. The Bane Act, Civil Code § 52.1, provides that any "person or persons . . . [who] interferes by threat, intimidation, or coercion, or attempts to interfere by threat, intimidation, or 24 coercion, with the exercise or enjoyment by any individual or individuals of rights secured by the 25 Constitution or laws of the United States, or of the rights secured by the Constitution or laws of 26 [California]," may be sued "in order to protect the peaceable exercise or enjoyment of the right or 27 rights secured."



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66. Courtright alleges that Defendants attempted to, and did interfere with, Courtright's



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

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

68. In committing the foregoing acts, Defendants intended to cause physical and emotional distress to Courtright. Specifically, Defendants intentionally interfered with Courtright's rights with the intent to cause him severe emotional distress or at least without regard to the consequences of 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 10<sup>th</sup> 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.

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

## FOURTH CAUSE OF ACTION Negligent Supervision – California Common Law (By Plaintiff Against USC and Does 1-25, inclusive)

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73. Courtright hereby re-alleges and incorporates each and every allegation set forth in paragraphs 1 through 72, inclusive, of this Complaint as though set forth in full herein.

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74. On or about the time period of March 2016 – March 2018, Defendant USC negligently hired and supervised Clancy Pendergast by allowing him to (1) pay undergraduate students to impersonate Graduate Assistants in graduate coursework, (2) disregard the safety and health of students and employees during informal warm up game sessions, (3) harass and intimidate Courtright for exercising his whistleblowing rights, and (4) for unlawfully retaliating against Courtright by retracting Courtright's promotion to the 10<sup>th</sup> coach position and forcing his resignation.

9 75. In general, an employer has a duty in supervising staff to prevent staff from creating a 10 risk of a particular harm that the employer knows is likely to occur, and does occur. (See Doe v. 11 Capital Cities (1996) 50 Cal. App. 4th 1038, 1054).

76. Courtright is informed, believes, and alleges that USC knew that Pendergast was creating particulars harms including academic fraud, common law fraud, endangering the health and safety of students and employees, and unlawfully retaliating and harassing employees for their protected activities.

77. 16 Courtright is informed, believes, and alleges that USC breached this duty by failing to 17 use reasonable care in supervising Pendergast to prevent the harms from occurring.

18 78. As a direct and proximate cause of USC's negligence, Courtright was harassed and 19 unlawfully retaliated against for exercising his whistleblowing rights.

20 79. As a direct and proximately cause of USC's negligence, Courtright has suffered compensatory damages in an amount to be proven at trial, but in excess of \$2,000,000 for loss of 22 salary and future income, loss of medical benefits, and loss of retirement income and benefits.

### FIFTH CAUSE OF ACTION

### **Negligence** – **California** Common Law

### (By Plaintiff Against All Defendants)

80. Courtright hereby re-alleges and incorporates each and every allegation set forth in paragraphs 1 through 79, inclusive, of this Complaint as though set forth in full herein.

81. In general, a person has a duty to use due care in managing their activities and property



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).

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

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

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

### SIXTH CAUSE OF ACTION

### **Intentional Infliction of Emotional Distress**

### (By Plaintiff Against All Defendants)

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

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

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



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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.

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

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

### SEVENTH CAUSE OF ACTION

### Unfair Business Practices, Cal. Bus. & Prof. Code §§ 17200 et seq. (By Plaintiff Against USC)

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

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

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

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.



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1	95.	As a direct, proximate and legal result of Defendant's illegal practices, Courtright is				
2	entitled to restitution and injunctive relief for the unfair business practices.					
3	PRAYER FOR RELIEF					
4	WHE	WHEREFORE, Plaintiff prays for judgment against Defendants as follows:				
5	1.	For all damages legally and/or proximately caused to Plaintiff by Defendant in an				
6	amount to be	determined at trial;				
7	2.	For compensatory, special, and general damages accordi	ng to proof against all			
8	Defendants;					
9	3.	For injunctive relief of all unlawful business practices;				
10	4.	For an award of exemplary punitive damages;				
11	5.	For costs of suit incurred and all other recoverable costs as authorized by law herein;				
12	6.	For attorneys' fees; and,				
13	7.	For such other and further relief as the Court deems just	and proper.			
14		DEMAND FOR JURY TRIAL				
15	Plaint	tiff hereby demands trial by jury on all issues so triable.				
16		Respectfully Submitted,				
17	Date: June 28	8, 2019 DHILLON LAW GROUP	INC.			
18						
19		By: Aunat K	- Dullon			
20		Harmeet K. Dhillo	n			
21		Dorothy C. Yaman Attorneys for Plain	noto tiff Rick Courtright			
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