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Superior Court of California
County of Los Angeles**

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

12 JANE DOE, an individual,

13 Plaintiff,

14 v.

15 ZETA BETA TAU FRATERNITY, a New
16 York not-for-profit corporation; ZETA BETA
17 TAU-PHI SIGMA DELTA CORPORATION
18 OF LOS ANGELES, a California nonprofit
19 corporation; SIGMA ALPHA EPSILON
20 FRATERNITY, an Illinois not-for-profit
21 corporation; SIGMA ALPHA EPSILON,
22 CALIFORNIA DELTA CHAPTER, an
23 unknown entity; UCLA
24 INTERFRATERNITY COUNCIL, an
25 unknown entity; BLAKE LOBATO, an
26 individual; and DOES 1 to 100, inclusive,

27 Defendants.

Case No. **BC 7 1 7 3 9 6**

**PLAINTIFF'S COMPLAINT FOR
DAMAGES FOR:**

- 1. NEGLIGENCE
- 2. ASSAULT
- 3. BATTERY
- 4. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

[JURY TRIAL DEMANDED]

ESC: 01 / 24 / 2020 TRIAL: 02 / 10 / 2020 OSC: 08 / 10 / 2021

1 Plaintiff JANE DOE hereby alleges as follows:

2 INTRODUCTION

3 1. This Complaint is brought by a female student at the University of California - Los
4 Angeles ("UCLA") against ZETA BETA TAU FRATERNITY, ZETA BETA TAU'S PHI SIGMA
5 DELTA CHAPTER, SIGMA ALPHA EPISILON FRATERNITY, SIGMA ALPHA EPSILON'S
6 CALIFORNIA DELTA CHAPTER, the UCLA INTERFRATERNITY COUNCIL, and BLAKE
7 LOBATO based on the sexual assault perpetrated by BLAKE LOBATO, a former UCLA student and
8 former member of ZETA BETA TAU'S PHI SIGMA DELTA CHAPTER on August 13, 2016.
9 LOBATO is a serial rapist. Rather than promptly investigating and removing LOBATO from ZETA
10 BETA TAU's UCLA Chapter, the fraternity instead attempted to sweep complaints about his sexual
11 misconduct under the rug. Both ZETA BETA TAU and SIGMA ALPHA EPSILON turned a blind
12 eye to their extensive histories of alcohol abuse and sexual assault; failed to adhere to their own local
13 and national policies governing alcohol consumption, sexual assault, and risk management; and failed
14 to institute precautionary measures to protect female invitees from becoming incapacitated at a
15 SIGMA ALPHA EPSILON social event and subsequently sexually assaulted at the ZETA BETA TAU
16 fraternity house.

17 2. No security, bartender, other form of sober, responsible management was present at
18 SAE or ZBT to, *inter alia*: reasonably control the fraternity party and house premises; protect Plaintiff;
19 effectuate risk management protocols; regulate alcohol consumption and prevent underage drinking;
20 enforce sexual abuse prevention policies; prevent illegal conduct within the fraternity house; and
21 intervene when Plaintiff was being sexually assaulted inside the fraternity house.

22 3. On or around February 16, 2017, Plaintiff filed a complaint against LOBATO with
23 UCLA's Title IX office regarding the rape that occurred in the early morning hours of August 13,
24 2016. UCLA's Title IX investigator found LOBATO to be responsible for violating UCLA's Sexual
25 Violence and Sexual Harassment policy. The Title IX investigator also found that Lobato's actions
26 violated Section 102.08 (Conduct that Threatens Health or Safety) and Section 102.09 (Sexual
27 Harassment) of UCLA's Student Code of Conduct. On or around November 7, 2017, UCLA's
28 Associate Dean of Students accepted the Title IX investigator's findings and issued sanctions against

1 LOBATO in the form of dismissal from the University.

2
3 VENUE AND PARTIES

4 4. Plaintiff JANE DOE (“PLAINTIFF”) is, and at all times relevant hereto was, a
5 resident of the County of Los Angeles, State of California and an individual over the age of 18. This
6 action is brought anonymously for the following reasons: PLAINTIFF seeks to preserve her privacy in
7 this sensitive and highly personal matter; she wishes to avoid further embarrassment and psychological
8 damage, as this case concerns sexual assault, a matter of utmost intimacy; identification of Plaintiff
9 poses a high risk of mental harm; and there is no risk of prejudice to Defendants from Plaintiff
10 proceeding anonymously, because Defendants and counsel will be fully aware of the identity of the
11 Plaintiff.

12 5. PLAINTIFF is informed and believes, and thereupon alleges that Defendant BLAKE
13 LOBATO (“LOBATO”) was at the time of his assault on PLAINTIFF, a resident of the County of
14 Los Angeles, State of California and an individual over the age of 18. LOBATO presently is a resident
15 of Franklin County, State of Ohio.

16 6. Defendant ZETA BETA TAU - PHI SIGMA DELTA CORPORATION OF LOS
17 ANGELES (“ZBT”, “ZBT CHAPTER”, “UCLA ZBT”, and/or “DEFENDANT”) is a fraternity
18 at UCLA and is the local chapter of ZETA BET TAU FRATERNITY. The “ZBT House”, where
19 ZBT members live and associate, is located at 10924 Strathmore Drive, Los Angeles, CA 90024.
20 PLAINTIFF is informed and believes, and thereon alleges that ZBT owns, manages, operates, and
21 maintains the ZBT House. ZBT is and at all times relevant hereto was, a California non-profit
22 corporation, doing substantial business in the County of Los Angeles, State of California.

23 7. Defendant ZETA BETA TAU FRATERNITY (“ZBT NATIONAL” and/or
24 “DEFENDANT”) is the controlling body of the national ZETA BETA TAU FRATERNITY and
25 owns, controls, operates, and provides policies and rules for the UCLA ZBT chapter. UCLA ZBT is an
26 agent of ZBT NATIONAL; ZBT NATIONAL regulates, controls, and inspects what UCLA ZBT can
27 and cannot do. ZBT NATIONAL is also able to disband UCLA ZBT if it fails to adhere to ZBT
28 NATIONAL regulations. Plaintiff is informed and believes, and thereon alleges, that ZBT

1 NATIONAL is, and at all times relevant hereto was, a New York non-profit corporation, doing
2 substantial business in the County of Los Angeles, State of California.

3 8. Defendants ZBT and ZBT NATIONAL are collectively known as the “ZBT
4 DEFENDANTS” and/or “ZBT FRATERNITY”.

5 9. Defendant SIGMA ALPHA EPISILON, CALIFORNIA DELTA CHAPTER (“SAE”,
6 “SAE CHAPTER”, “UCLA SAE”, and/or “DEFENDANT”) is a fraternity at UCLA and is the
7 local chapter of SIGMA ALPHA EPSILON FRATERNITY. The “SAE House”, where SAE
8 members live and associate, is located at 655 Gayley Avenue, Los Angeles, CA 90024. PLAINTIFF is
9 informed and believes, and thereon alleges, that SAE owns, manages, operates, and maintains the SAE
10 House. SAE is and at all times relevant hereto was, an unknown entity, doing substantial business in
11 the County of Los Angeles, State of California.

12 10. Defendant SIGMA ALPHA EPSILON FRATERNITY (“SAE NATIONAL” and/or
13 “DEFENDANT”) is the controlling body of the national SIGMA ALPHA EPSILON FRATERNITY
14 and owns, controls, operates, and provides polices and rules for the UCLA SAE chapter. UCLA SAE
15 is an agent of SAE NATIONAL; SAE NATIONAL regulates, controls, and inspects what UCLA SAE
16 can and cannot do. SAE NATIONAL is also able to disband UCLA SAE if it fails to adhere to SAE
17 NATIONAL regulations. Plaintiff is informed and believes, and thereon alleges, that SAE
18 NATIONAL is, and at all times relevant hereto was, an Illinois non-profit corporation doing
19 substantial business in the County of Los Angeles, State of California.

20 11. Defendants SAE and SAE NATIONAL are collectively known as the “SAE
21 DEFENDANTS” and/or “SAE FRATERNITY”.

22 12. PLAINTIFF is informed and believes, and thereon alleges, that Defendant UCLA
23 INTERFRATERNITY COUNCIL (“UCLA INTERFRATERNITY COUNCIL”, “UCLA IFC”,
24 “IFC”, “IFC DEFENDANT”, and/or “DEFENDANT”) is and at all times relevant hereto was, an
25 unknown entity, doing substantial business in the County of Los Angeles, State of California. UCLA
26 IFC is a governing body of all UCLA social fraternities and exists to promote “intellectual,
27 philanthropic, fraternal, and social values” of the fraternities at UCLA, and to maintain cooperation
28 between these fraternities, their respective national headquarters, alumnus, the surrounding

1 community, and UCLA. UCLA IFC regulates member fraternities' recognition as official student
2 groups of UCLA; it regulates, controls, and inspects what member fraternities shall and shall not do in
3 order to maintain good standing with UCLA. UCLA IFC is able to sanction fraternities by placing
4 them on social probation or suspension if they fail to adhere to IFC regulations. UCLA IFC is located
5 at 109 Kerckhoff Hall, Los Angeles, CA 90095-1607.

6 13. ZBT DEFENDANTS, SAE DEFENDANTS, and IFC DEFENDANT are collectively
7 referred to as the "FRATERNITY DEFENDANTS".

8 14. PLAINTIFF is unaware of the true names and capacities, whether individual,
9 corporate, associated or otherwise, of Defendants DOES 1 through 100 ("DOES" and/or
10 "DEFENDANT DOE") inclusive, and therefore sues said Does by such fictitious names.
11 PLAINTIFF will seek leave of Court to amend this Complaint to show the true names and capacities
12 of such DOES when the same has been ascertained. PLAINTIFF is informed, believes, and thereon
13 alleges that each of the fictitiously named Defendants are responsible to PLAINTIFF for the injuries
14 suffered and alleged herein, or are subject to the jurisdiction of the Court as a necessary party for the
15 relief herein requested.

16 15. Venue is properly laid in this Court because the claims and injuries occurred in the
17 County of Los Angeles pursuant to Code of Civil Procedure Section 395(a).

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1 GENERAL ALLEGATIONS

2 *SAE Fraternity and ZBT Fraternity have a Dark History of Alcohol Abuse,*
3 *Sexual Assault, and Disregard for Governing Rules and Law*

4 16. Neither SAE FRATERNITY nor ZBT FRATERNITY are strangers to being in the
5 headlines for violations of fraternity rules. Both organizations have repeatedly sanctioned and/or
6 closed local chapters for violations of the law and are continuously being accused of sexual assault and
7 rape. Such unlawful conduct is a pattern for SAE FRATERNITY and ZBT FRATERNITY.

8 17. SAE FRATERNITY has a particularly grave history of alcohol abuse and sexual assault
9 that seemingly permeates throughout the entire organization. It has been named the “Deadliest
10 Fraternity in America.” On college campuses throughout the country, SAE is often said to stand for
11 “Sexual Assault Expected.”¹ The following are merely illustrative, not exhaustive, examples of the
12 organization’s claims to fame:

- 13 a. In or around March of 2018, SAE FRATERNITY’s University of Missouri chapter
14 was closed for at least four years because of “multiple health-and-safety violations
15 and an inability to adhere to the national organization’s standards and guidelines.”
16 This shutdown came on the heels of the same chapter being suspended between
17 2010 and 2014, and being placed on disciplinary probation between Fall 2016 and
18 Spring 2017.²
- 19 b. SAE FRATERNITY’s Clemson University chapter was suspended in or around
20 December of 2014 after holding a “Cripmas party,” where white students dressed
21 up as gang members and drank to excess. Campus administrators castigated the
22 party, and student attendees said it reflected a deeply ingrained sense of racial
23 hostility at the university.³
- 24 c. In or around March of 2015, SAE FRATERNITY closed its chapter at Oklahoma
25 University after the emergence of a video that showed members participated in a
26 booze-fueled racist chant.⁴

27 1 <https://www.bloomberg.com/news/articles/2013-12-30/deadliest-frat-s-icy-torture-of-pledges-evokes-tarantino-films>

28 2 <http://www.columbiatribune.com/news/20180313/sigma-alpha-epsilon-latest-frat-to-be-shut-down-at-university-of-missouri>

3 <http://www.latimes.com/nation/la-na-frat-scandals-20150309-story.html>

4 <https://www.nbcnews.com/news/us-news/sae-history-n321651>

- 1 d. In or around December of 2013, SAE FRATERNITY was named “America’s
2 ‘Deadliest Frat’” after an investigation documented at least ten deaths since 2006
3 linked to the fraternity’s functions.⁵
- 4 e. In or around April of 2017, SAE FRATERNITY’s chapter at Northwestern
5 University was suspended from campus for at least one year after members violated
6 the terms of their disciplinary probation by “repeatedly hosting parties and
7 providing alcohol to minors.” Earlier that year, in February of 2017, Northwestern
8 sent out an all-campus alert that four women were drugged and two sexually
9 assaulted at a January 21, 2017 party at the school’s SAE house.⁶
- 10 f. Despite the fact that SAE FRATERNITY’S University of Southern California was
11 closed by SAE NATIONAL, its members’ disregard for the rules lives on: the group
12 still throws parties and identifies as SAE.⁷
- 13 g. SAE FRATERNITY’S Cal State Long Beach chapter has been the subject of
14 investigation by several governmental agencies following two female students’
15 reports of sexual assault at a fraternity-sponsored event. In or around October of
16 2016, the CSULB chapter was closed as a result of members’ repeated
17 health-and-safety violations and their inability to adhere to the national
18 organization’s standards and expectations.⁸
- 19 h. Upon information and belief, in or around February 2015, SAE FRATERNITY’S
20 Yale University chapter was banned from using the university’s email system for
21 violating the school’s sexual misconduct policy during an initiation ceremony, and
22 then trying to impede the resulting investigation.⁹
- 23 i. Upon information and belief, in or around January of 2015, SAE FRATERNITY’S
24 Stanford University chapter was placed on “alcohol suspension, social probation,
25 and a two-year housing suspension” after finding that members sought to deter a
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27 5 <https://www.bloomberg.com/news/articles/2013-12-30/deadliest-frat-s-icy-torture-of-pledges-evokes-tarantino-films>
28 6 <http://www.chicagotribune.com/suburbs/evanston/news/ct-evr-evanston-sae-northwestern-suspended-tl-0427-20170424-story.html>
7 <https://thetab.com/us/usc/2016/09/21/the-frats-at-usc-2014>
8 <https://www.presstelegram.com/2016/02/17/another-cal-state-long-beach-fraternity-shut-down-this-one-for-4-years/>
9 <https://www.nytimes.com/2015/02/15/nyregion/yale-restricts-a-fraternity-after-sexual-misconduct.html>

1 female student from reporting Title IX concerns involving alcohol related violations.
2 A Title IX investigation of SAE was also launched due to concerns that SAE
3 “caused, condoned and tolerated” a “sexually hostile environment.” In or around
4 March of 2015, the Stanford University chapter violated its probation and retaliated
5 against a Title IX witness, causing the organization to undergo a second Title IX
6 investigation. In or around May of 2015, as a result of the second investigation, the
7 fraternity lost its housing indefinitely, and the University placed SAE
8 FRATERNITY on probationary status for three additional years.¹⁰

- 9 j. Upon information and belief, SAE FRATERNITY’s University of Connecticut
10 chapter was placed on a five-year ban after hosting a party where underage girls
11 were pressured to drink and told to get on the floor and “sizzle like a bacon.”¹¹
12 k. Upon information and belief, between 2010 and the present, SAE FRATERNITY
13 shut down or suspended approximately 14 chapters in California (including the
14 University of Southern California and UC Davis houses) as a result of excessive
15 alcohol use and violations of the SAE FRATERNITY’s rules, regulations, and the
16 law against underage drinking.¹²

17 18. As if ZBT was in a competition with SAE as to who could abuse alcohol and degrade
18 women the most, instances of excessive alcohol consumption and sexual assaults are hardly a rare
19 occurrence at ZBT FRATERNITY. The following are illustrative examples:

- 20 a. Upon information and belief, in 1996, three ZBT members at UCLA were accused
21 of rape during a Palm Springs event. Underage drinking and advertising that a party
22 will be serving alcohol to non-members also resulted in suspension of the UCLA
23 ZBT chapter for Fall 1996 for violation of its rules and regulations. When the 1996
24 incidents are mentioned to ZBT’s present day advisors, the women are immediately
25 accused of lying about the events.¹³
26 b. Upon information and belief, in or around February of 2018, ZBT FRATERNITY’s

27 10 <https://www.stanforddaily.com/2015/12/02/sae-uncovered/>

28 11 <http://www.foxnews.com/us/2014/05/13/uconn-bans-another-fraternity-over-sizzle-like-bacon-hazing.html>

12 <http://www.latimes.com/local/education/la-me-fraternity-20150315-story.html>

13 <http://dailybruin.com/1996/08/25/ucla-suspends-zbt-charter-duri/>

1 Kappa Chapter at Cornell University was placed on a two-year probation for holding
2 a sex contest where the winner would be the person who slept with the heaviest
3 woman (and the women were not told of the contest). It was called the “Pig Roast”
4 contest.¹⁴

- 5 c. Upon information and belief, in or about June 2017, ZBT FRATERNITY’s Florida
6 State University chapter was kicked off campus after allegations surfaced of the
7 fraternity recruiting pledges outside a gas station next to “Mike’s Beer Barn,”
8 where an older man was offering to buy kids alcohol.¹⁵
- 9 d. Upon information and belief, in or about May 2014, ZBT FRATERNITY’s
10 University of Central Florida chapter was also accused of rape by a sister of another
11 sorority. After investigation, both the sorority and fraternity were placed on
12 semester probations.¹⁶ In or around December of 2016, a member of the same
13 fraternity was arrested and charged with ten counts of child pornography.¹⁷
- 14 e. UCSB’s ZBT FRATERNITY CHAPTER was decommissioned in 2014 after
15 generating constant complaints in Isla Vista. Many residents of the UCSB ZBT
16 Fraternity house were not fraternity members, making it hard to control their
17 behavior. As a relatively new organization at UCSB, Zeta Beta Tau went overboard
18 with parties, believing it could make a name for itself that way. The chapter’s
19 president publicly stated “we have to throw parties ... or our brand and our name
20 will fall apart.”¹⁸
- 21 f. In January of 2018, University of Michigan’s ZBT FRATERNITY CHAPTER was
22 shut down following numerous allegations of hazing and sexual assault. The same
23 chapter was closed from 2012-2016 for similar reasons.¹⁹

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27 14 <https://www.cnn.com/2018/02/08/health/cornell-fraternity-pig-roast/index.html>

28 15 <http://www.wctv.tv/content/news/FSU-fraternity-ZBT-investigated-for-hazing-424444834.html>

16 <http://knightnews.com/2014/05/rape-allegation-leads-to-alcohol-misconduct-probation-for-delta-zeta-zeta-beta-tau/>

17 <http://knightnews.com/2016/12/ucf-fraternity-member-arrested-for-possession-of-child-pornography/>

18 <https://www.independent.com/news/2015/apr/02/ucsb-greeks-party-s-over/>

19 https://www.mlive.com/news/ann-arbor/index.ssf/2018/01/zeta_beta_tau_fraternity_revok.html

1 19. When ZBT FRATERNITY learned that PLAINTIFF was raped in August 2016 by a
2 ZBT brother, this was not the first time the organization was confronted with rape allegations by an
3 on-campus student. Similarly, this was not the first time the organization was faced with allegations
4 that it violated health and safety rules by serving alcohol to underage students. Neither ZBT nor ZBT
5 NATIONAL can plead ignorance to PLAINTIFF'S allegations, especially after being accused of rape
6 and alcohol abuse at other chapters at universities across the nation.

7 20. UCLA IFC also has its share of media exposure related to its member-fraternities'
8 rampant alcohol abuse and sexual assault. UCLA IFC only appears to take action when alcohol-fueled
9 sexual assaults make headlines.

- 10 a. UCLA IFC has a program called Greeks Advocating for the Mature Management of
11 Alcohol ("GAMMA") in which representatives from each fraternity and sorority
12 patrol other houses' parties and social functions to ensure compliance with IFC
13 alcohol management policies. IFC GAMMA patrols are a farcical approach to policy
14 compliance, in part because self-patrolling is unlikely to lead to meaningful
15 enforcement, and in part because IFC GAMMA patrols happen so infrequently that
16 their effect is minimal at best. Members of some Greek organizations allege that
17 entire quarters have gone by without encountering IFC GAMMA patrols.²⁰
- 18 b. The existence of IFC GAMMA patrols signifies that UCLA IFC is well aware of the
19 risks of underage and/or excessive alcohol consumption. The execution of IFC
20 GAMMA patrols signifies that UCLA IFC is not serious effectuating change and is
21 largely willing to turn a blind-eye to these problems.
- 22 c. On or around January 17, 2018, UCLA IFC banned alcohol at all in-house fraternity
23 events, after the president of UCLA's Theta Delta Chi fraternity was arrested on
24 charges of sexual assault. IFC President Noah Mayer said the ban was enacted to
25 spur updated risk management bylaws. IFC President Mayer emphasized the need
26 to change the Greek system, suggesting possibilities for reform such as "third-party
27 security guards ... and well-defined boundaries during parties," though he also
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20 http://dailybruin.com/2011/01/21/gamma_patrol_reduced_on_frat_row/

acknowledged that such proposals were “ultimately Band-Aid solutions to a problem that is inherently embedded in fraternity culture.”²¹

- d. IFC’s 2018 ban on alcohol was short-lived. Less than one month later, UCLA IFC reversed their decision, allowing alcohol back into the fraternities despite few changes being made to individual fraternity’s alcohol and risk management policies.²²
- e. When UCLA IFC removed the ban on alcohol, it again acknowledged that it has a duty to ensure students’ safety at fraternity parties and suggested that bartenders and security guards be present at all fraternity functions.²³
- f. Upon information and belief, PLAINTIFF believes no substantive changes have been made to IFC’s alcohol or risk management programs. IFC President Mayer, who previously served as Alpha Epsilon Pi’s President, noted that his fraternity did not rewrite their risk management policy in response to IFC’s initiatives. Alpha Epsilon Pi faced no consequences for ignoring IFC’s new regulations.²⁴

21. UCLA IFC is well aware of the incidence of alcohol abuse and sexual assault at UCLA’s fraternities, and many of the reasonable precautions it can enact to curb these problems. Despite being aware of the widespread incidence of alcohol abuse and sexual assault at UCLA fraternities, and despite being aware of and able to implement reasonable precautions to prevent the same, UCLA IFC largely does nothing to mitigate these hazards.

Alcohol-Fueled Rape Is Easily Foreseeable to Fraternity Defendants

22. Despite having histories steeped in alcohol and cultures promoting rape, SAE FRATERNITY and ZBT FRATERNITY essentially nothing to mitigate the risks of alcohol abuse and sexual assault.

23. Despite being well aware of the risks propagated by their cultures, FRATERNITY DEFENDANTS do little-to-nothing to protect their members and guests from harm.

²¹ <https://www.usatoday.com/story/news/nation-now/2018/01/18/ucla-fraternities-ban-parties-alcohol/1044410001/>

²² <https://femmagazine.com/are-ucla-fraternities-working-toward-a-safer-campus-for-women/>

²³ <https://dailybruin.com/2018/02/23/interfraternity-council-lifts-alcohol-ban-on-in-house-events/>

²⁴ <https://femmagazine.com/are-ucla-fraternities-working-toward-a-safer-campus-for-women/>

1 24. The FRATERNITY DEFENDANTS maintain a core principle of self-governance, and
2 their Constitutions enable them to regulate and administer the activities of their chapters through an
3 Executive Council and various administrative and field officers.

4 25. Despite demanding self-governance, FRATERNITY DEFENDANTS fail to
5 adequately and reasonably train themselves and abide by such responsibilities, particularly with respect
6 to safety and risk management issues involving fraternity events, events inside the fraternity house,
7 security, sexual abuse prevention, hazing, and the use and misuse of alcohol.

8 26. Statistics, insurance claims analyses, studies and reports, and widely known incidents of
9 catastrophic injury, rape, and death have for decades demonstrated the foreseeable risk of dangerous
10 injury and death from poorly or wholly unsupervised fraternity events and fundamentally flawed risk
11 management policies that rely upon self-government.

12 27. FRATERNITY DEFENDANTS knew, or in the exercise of reasonable care should
13 have known, of such widely publicized and available information, studies and reports.

14 28. Notwithstanding such knowledge, information, and direct experience with injuries and
15 death caused by its failed risk management policies, SAE and ZBT have repeatedly failed to undertake
16 actions necessary to make its operations and chapter housing, nationwide and at UCLA, safe for
17 invitees and guests such as PLAINTIFF.

18 29. Even today, ZBT fails to provide accurate information and warning to guests at UCLA,
19 though they know that several rapes occurred in their fraternity house by a member in the past two
20 years, and that such information could be used by other guests to take reasonable actions to protect
21 themselves. Upon information and belief, other similar incidents of rape and other substantial injuries
22 involving ZBT FRATERNITY chapters across the country have occurred, and such information has
23 been kept from the public by ZBT DEFENDANTS.

24 30. PLAINTIFF is informed and believes, and thereupon alleges, that ZBT
25 DEFENDANTS knew, or reasonably should have known, of LOBATO'S propensity and disposition
26 to engage in sexual misconduct with incapacitated sorority girls before he sexually assaulted and raped
27 PLAINTIFF and another female UCLA student (hereinafter referred to as "JANE DOE II").

28 31. PLAINTIFF is informed and believes, and thereupon alleges, that ZBT

1 DEFENDANTS knew, or reasonably should have known, of the likelihood of LOBATO sexually
2 assaulting sorority girls with whom he came in contact, including but not limited to PLAINTIFF and
3 JANE DOE II.

4 32. PLAINTIFF is informed and believes, and thereupon alleges, that FRATERNITY
5 DEFENDANTS knew, or reasonably should have known, of the likelihood of party attendees
6 “pregaming”²⁵ the SAE August 12, 2016 social function and correspondingly implemented
7 precautionary measures to prevent attendees from become incapacitated due to excessive alcohol
8 consumption.

9 33. PLAINTIFF was a frequent invitee of the SAE House. SAE had a special relationship
10 with Plaintiff wherein they had a duty to take reasonable protective measures to ensure her safety and
11 otherwise protect her from reasonable foreseeable criminal conduct, to warn her as to such reasonable
12 foreseeable criminal conduct on its premises and/or to control the reasonably foreseeable wrongful acts
13 of third parties/guests.

14 34. A special relationship between sorority guests and fraternity houses exists when
15 fraternities invite sorority sisters to their houses or social functions. The special relationship between
16 sorority-invitees and fraternities entails a duty to take reasonable protective measures to ensure their
17 safety against violent attacks and otherwise protect her from reasonable foreseeable criminal conduct.
18 This includes warning sorority-invitees as to such reasonable foreseeable criminal conduct on its
19 premises and/or to control the reasonably foreseeable wrongful acts of third parties/other students.
20

21 *PLAINTIFF Attends SAE Party During Which Alcohol Was Served to Underage Students*

22 35. On the night of August 12, 2016, Plaintiff was invited to and attended a party at the
23 SAE House that was widely attended by students in UCLA Greek life. Upon information and belief,
24 the party was scheduled and authorized by the officers, members, and social chairman of SAE, and it
25 was specifically planned so that copious amounts of alcohol would be made available to members and
26 guests.

27 36. The party at SAE was held in violation of the law and its own meaningless rules and
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25 “Pregaming” is practice of getting drunk prior to going to parties (where more alcohol is typically present). It is commonly described as “drinking before drinking” and is done so participants deliberately become more intoxicated.

1 regulations. SAE served anyone and everyone who came to the party alcoholic beverages. In violation
2 of SAE's own rules, the students were encouraged, if not forced, to drink. Furthermore, despite
3 students already appearing intoxicated, SAE continued to serve alcoholic beverages.

4 37. While at the party, PLAINTIFF ran into BLAKE LOBATO ("LOBATO"), who at the
5 time was a member of ZBT at UCLA. LOBATO "pregamed"²⁶ the SAE party with fellow ZBT
6 members.

7 38. During the party, despite being visibly intoxicated, SAE members continued to serve
8 alcoholic beverages to PLAINTIFF and LOBATO.

9 39. LOBATO pressured PLAINTIFF to drink during the party by passing around a bottle
10 of Prestige Vodka in a circle and taking shots ("handle pulls") directly from the bottle. PLAINTIFF
11 specifically recalls LOBATO chanting "drink it, drink it, drink it" to her. By this point, PLAINTIFF
12 had drank far beyond the point of capacity.

13 40. PLAINTIFF is informed and believes, and thereupon alleges, that neither SAE officers,
14 its members, or its social chairman made any plans or provisions for the presence of reasonable
15 security or supervision for the party. SAE was negligent in planning this party insofar as it involved
16 unfettered consumption of alcohol by all attendees, irrespective of age. A simple precaution SAE could
17 have taken to mitigate such risks would be hiring an outside vendor to check ID and serve alcohol,
18 ensuring that alcohol is only served in safe quantities and to attendees over the age of 21.

19 41. The SAE party was held in violation of UCLA IFC regulations. UCLA IFC was
20 negligent in permitting the SAE party to occur, including approving the event and failing to
21 subsequently patrol it to ensure SAE's compliance with IFC alcohol and risk management protocols.

22 42. PLAINTIFF is informed and believes, and thereupon alleges, the officers of SAE,
23 pursuant to their governing documents, mandated that the designated officers of SAE ensure strict
24 compliance with risk management, alcohol, and sexual assault policies, procedures, guidelines, and
25 codes at all times including but not limited to their enforcement at social events.

26
27
28

26 Id.

LOBATO Isolates PLAINTIFF and Brings Her Back to ZBT

43. Around midnight, PLAINTIFF became tired and wanted to go to home. PLAINTIFF left SAE with a group of friends to go to a quieter location. PLAINTIFF was too drunk and was having trouble walking, so she quickly turned around and went back to SAE, hoping that the party would end soon. While walking back to SAE, PLAINTIFF again saw LOBATO, who encouraged her to come “hang out at ZBT” with him.

44. Soon after, in the early morning hours of August 13, 2018, PLAINTIFF and LOBATO walked to ZBT.

45. Upon arriving at ZBT, PLAINTIFF and LOBATO encountered several ZBT members in the downstairs and common areas. Despite the fact that LOBATO had “pregamed”²⁷ heavily with ZBT brothers prior to attending the SAE party, and despite the fact that PLAINTIFF was visibly intoxicated, none of the brothers in ZBT intervened to prevent LOBATO from sexually assaulting PLAINTIFF. ZBT had no mechanism of supervision or security to prevent a fraternity member from bringing an obviously drunk girl upstairs and raping them.

46. Although PLAINTIFF had no intention of staying long at ZBT, LOBATO suggested that PLAINTIFF spend the night so she would not have to walk back to SAE later while still intoxicated. PLAINTIFF agreed to stay because she was tired and intoxicated, and LOBATO offered her a bed to sleep in alone. PLAINTIFF recalls LOBATO smoking marijuana. She then moved to a bed to sleep.

47. While PLAINTIFF was sleeping, still intoxicated, and coming in and out of consciousness, LOBATO joined her in bed and straddled her. LOBATO forcefully removed her shirt and pushed her body down to unfasten her shorts. PLAINTIFF tried to push him off and said “no, stop,” pushing LOBATO away. LOBATO then tried to push PLAINTIFF into position to orally copulate him, but she resisted, again telling him “no” and to “stop.” LOBATO then penetrated PLAINTIFF, manipulating her body into different positions while she was resisting him and shouting in pain.

48. PLAINTIFF eventually “gave up” resisting LOBATO because he was “so aggressive

²⁷ Id.

1 and forceful” and “a lot stronger than her.” LOBATO forcibly engaged in intercourse with
2 PLAINTIFF twice.

3 49. After she was raped, PLAINTIFF got up and felt her body bruised and sore because of
4 the assault on her body by LOBATO’s grabbing, squeezing, and holding her down. She experienced
5 excruciating physical pain which continued for days after she was raped. Her body was visibly sore and
6 bruised for several days after the rape.

7 50. ZBT knew, or reasonably should have known, that its members would be “pregaming”
8 the SAE party. By not having adequate security or oversight of liquor distribution, ZBT negligently
9 failed to take reasonable precaution to ensure that alcohol was only consumed responsibly by members
10 over 21 years of age.

11 51. ZBT knew, or reasonably should have known, that LOBATO had a history of sexual
12 assault after he raped JANE DOE II.

13 52. ZBT knew, or reasonably should have known, that its members would likely attempt to
14 bring drunk women into the House and sexually assault them. By not having adequate security or
15 oversight of who enters the House, ZBT was negligent in allowing LOBATO to enter ZBT with
16 PLAINTIFF and proceed to sexually assault her. Fraternities have a duty to their guests to ensure
17 their safety. ZBT DEFENDANTS know safety measures are needed and can easily be implemented,
18 yet continuously fail to do anything. Indeed, some fraternities at UCLA have live-in advisors whose
19 presence thwarts attempted sexual assault.

20
21 ***PLAINTIFF complains to ZBT President that she was raped by LOBATO***

22 53. After the rape, PLAINTIFF complained to ZBT’s President, and provided him an
23 account of the rape. ZBT’s President told PLAINTIFF that he did not doubt the story and that
24 LOBATO violated many rules. However, ZBT’s President distanced himself from the situation and
25 did not proceed to remove (or otherwise reprimand) LOBATO as result of his sexual assault. ZBT
26 refused to take any action on the matter, in the form of an investigation or otherwise.

27 54. After repeatedly raising the issue with ZBT’s President, eventually the matter was
28 handed to Irving Chase (“Chase”), a ZBT board member and lawyer. Upon information and belief,

1 PLAINTIFF alleges that ZBT appoints board members like Chase to help sweep instances of sexual
2 assault under the rug and “protect” the brotherhood.

3 55. After providing an account of the rape, Chase told PLAINTIFF that “a ZBT guy would
4 not do this” and if she complained to UCLA’s Title IX office, “they would not listen to her.” Chase
5 adamantly attempted to dissuade PLAINTIFF from filing a complaint with UCLA.

6 56. Chase then told her that ZBT and/or ZBT NATIONAL had investigators and attorneys
7 reviewing the case. PLAINTIFF never heard back from Chase. PLAINTIFF believes she was told this
8 simply to get her to go away, and that neither Chase nor ZBT’s President actually consulted with ZBT
9 NATIONAL’s investigators or attorneys about the matter. Neither ZBT’s President nor Chase
10 reported this matter to UCLA’s Title IX office, as they are required to do pursuant to UCLA and IFC
11 policy.

12 *PLAINTIFF discovers that LOBATO raped another UCLA student*

13 57. PLAINTIFF had told some friends that she was raped and during her conversations,
14 she discovered that LOBATO had statutorily raped another student, JANE DOE II, the year prior, in
15 or about fall 2015, during ZBT’s “wine night.” At this event, LOBATO pressured JANE DOE II into
16 drinking approximately five glasses of box wine and 2-3 glasses of vodka. JANE DOE II explained to
17 PLAINTIFF that she drank so much because she was trying to keep up with the drinks LOBATO was
18 giving her.

19 58. During the course of its investigation, UCLA’s Title IX office confirmed that LOBATO
20 sexually assaulted JANE DOE II almost a year prior to raping PLAINTIFF.

21 59. The rapes of PLAINTIFF and JANE DOE II are similar in many ways: both women are
22 members of the same sorority; both women were drinking at fraternity parties prior to the assaults;
23 LOBATO offered to walk both women home prior to the assaults but instead took them to his room;
24 both assaults occurred in LOBATO’s room, and in his bed; LOBATO ignored them telling him “no”
25 and making comments like, “you know you want this”; LOBATO attempted to or did orally copulate
26 them, without their consent, prior to penetrating them; LOBATO first penetrated them while
27 positioned above them and then physically turned them over and penetrated them from behind,
28 without their consent; LOBATO’s conduct was aggressive and forceful; and both women were unable

1 to find their underwear after the encounter.

2 60. After learning of JANE DOE II's similar sexual assault by LOBATO, PLAINTIFF had
3 a renewed interest in preventing LOBATO from harming other girls.

4 61. In or around fall 2016, PLAINTIFF and JANE DOE II went to see ZBT's President to
5 tell him that PLAINTIFF was not the only person raped by LOBATO. PLAINTIFF wanted to tell
6 ZBT about both rapes so they could properly discipline LOBATO pursuant to their rules and
7 regulations — and to ensure that this conduct by LOBATO would not happen again to another student
8 at UCLA. Rather than formally investigating the allegation and filing a Title IX complaint regarding
9 the presence of a serial rapist at ZBT, the ZBT President gave them the runaround.

10 62. Persistent in getting a resolution from ZBT about the rapes, PLAINTIFF reached out
11 to Chase again and asked him the status of the investigation. Chase informed PLAINTIFF that “he
12 could not come to a conclusion.” In reality, Chase had no intention of doing anything to remove
13 LOBATO from ZBT and rather sought to protect ZBT from yet another newsworthy incident.

14 63. Not only did ZBT at that point have sufficient basis to remove LOBATO, LOBATO
15 was in clear violation of the law; UCLA's policy against Sexual Violation and Sexual Harassment; and
16 ZBT FRATERNITY's regulations against having illegal drugs on fraternity property, bringing an
17 underage intoxicated student onto fraternity grounds, and overcoming her while she was incapacitated.

18 64. Nothing was ever reported to UCLA's Title IX office as required by UCLA and ZBT
19 FRATERNITY rules. Instead, Chase sought to dissuade PLAINTIFF from filing a Title IX complaint
20 and from pursuing the matter further by telling her that no conclusions could be reached on her claims.

21
22 *Removal of Lobato from ZBT and Expulsion from UCLA*

23 65. In or about January 2017, ZBT had a new President. PLAINTIFF told the new
24 President about the rape of her and JANE DOE II, and he promised PLAINTIFF that LOBATO
25 would be removed as a member of the ZBT fraternity.

26 66. PLAINTIFF was taking a class at UCLA that covered Title IX. PLAINTIFF gained
27 knowledge and insight about Title IX which empowered her to take further action. She reached out to
28 her professor of the class and told him about the rape. The professor promptly reported the rapes on

1 behalf PLAINTIFF and JANE DOE II to UCLA's Title IX office. Soon after, UCLA issued Notices of
2 No Contact to LOBATO.

3 67. Immediately after LOBATO's expulsion from ZBT, PLAINTIFF was informed by the
4 ZBT President that LOBATO threatened to kill PLAINTIFF. PLAINTIFF also occasionally saw
5 LOBATO lingering outside her sorority house window, which frightened her.

6 68. After being contacted by UCLA's Title IX office about the rapes reported by
7 PLAINTIFF's professor, and fueled by LOBATO's threat to PLAINTIFF's life, PLAINTIFF decide
8 to proceed with UCLA's Title IX investigation into LOBATO's violation of Sections 102.08 and
9 102.09 of the UCLA Student Conduct Code. Sexual assault is considered "aggravated" and includes
10 overcoming "the will of another by: force; or intentionally taking advantage of another's
11 incapacitation, including voluntary intoxication." After an extensive investigation of both complaints,
12 UCLA found LOBATO violated the Student Conduct Code by using force or intentionally taking
13 advantage of both PLAINTIFF and JANE DOE II while they were unable to consent as a result of
14 incapacitation by way of alcohol consumption.

15 69. LOBATO was finally removed from the ZBT fraternity in or about the end of January
16 2017. However, as the year progressed, he continued to affiliate himself with ZBT to no objection from
17 ZBT or its members — despite an ongoing investigation by UCLA into his rapes. ZBT never reported
18 the rape to Title IX. In accordance with reputation and "code", ZBT stood by LOBATO despite his
19 removal from the fraternity.

20 70. On November 7, 2017 the Associate Dean of Students expelled LOBATO from UCLA.
21 The decision was appealed and affirmed on or around February 9, 2018.

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23
24 *Plaintiff's Emotional Distress*

25 71. Over the course of the summer of 2016, PLAINTIFF became anxious and depressed,
26 which led to her seeing a therapist who diagnosed her with Post Traumatic Stress Disorder. She
27 continued to see the therapist throughout the school year and worked on eating more and getting
28 healthy. PLAINTIFF continues to have "flashbacks" of the rape.

FIRST CAUSE OF ACTION

NEGLIGENCE

**(Against DEFENDANTS SAE, SAE NATIONAL, ZBT, ZBT NATIONAL, UCLA IFC and
DOES 1 to 100)**

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5 72. PLAINTIFF re-alleges and incorporates herein by reference, as though set forth in full,
6 each and every allegation contained in Paragraphs 1 through 70, inclusive.

7 73. UCLA SAE exists as a chapter and agent of SAE NATIONAL, chartered and allowed
8 to exist by SAE NATIONAL. SAE NATIONAL retains significant control and supervision over the
9 UCLA SAE chapter through its laws, rules, policies and procedures, chapter operations guide, and use
10 of staff and alumni advisors who regularly check and report on the UCLA SAE chapter's activities and
11 as to whether it is following SAE NATIONAL'S mandates.

12 74. UCLA ZBT exists as a chapter and agent of ZBT NATIONAL, chartered and allowed
13 to exist by ZBT NATIONAL. ZBT NATIONAL retains significant control and supervision over the
14 UCLA ZBT chapter through its laws, rules, policies and procedures, chapter operations guide, and use
15 of staff and alumni advisors who regularly check and report on the UCLA ZBT chapter's activities and
16 as to whether it is following ZBT NATIONAL'S mandates.

17 75. FRATERNITY DEFENDANTS assumed obligations of providing security for
18 fraternity events and fraternity premises, enforcing the terms and conditions of their Membership
19 Agreement, their own risk management policies and procedures, and their chapter operations guide,
20 and managing fraternity events so as to comply with the law and regulations of UCLA.

21 76. FRATERNITY DEFENDANTS owed statutory, common law, and assumed duties to
22 plan lawful fraternity events, provide reasonably safe premises for such events, and to prevent/protect
23 PLAINTIFF from being raped at the ZBT House after a fraternity event.

24 77. FRATERNITY DEFENDANTS owed a duty of care to PLAINTIFF based on a
25 special relationship theory wherein the FRATERNITY DEFENDANTS accept and recruit members,
26 the members pay dues in exchange for living and social activities, and the members are bound by the
27 rules and policies of the FRATERNITY DEFENDANTS. The establishment and sponsorship of the
28 fraternity by the FRATERNITY DEFENDANTS thereby creates a duty to exercise reasonable care
regarding the risk of harm that any conduct by the fraternity or its members creates.

1 78. ZBT exercised control over conduct occurring on the premises upon which
2 PLAINTIFF was forced, without consent, into sexual intercourse with a member of the fraternity
3 while intoxicated. ZBT exercised control over its fraternity member LOBATO's conduct.

4 79. SAE exercised control over the premises upon which PLAINTIFF and LOBATO were
5 served alcohol and PLAINTIFF became intoxicated. SAE served alcohol to underage students, and
6 continued to do so despite their increasingly intoxicated state. Further, "drinking games" continued
7 throughout SAE's party, without interruption.

8 80. The FRATERNITY DEFENDANTS owed a duty of care to PLAINTIFF and owed
9 PLAINTIFF a duty to keep her safe and act with reasonable care toward her while she was on
10 DEFENDANTS' premises. The FRATERNITY DEFENDANTS were under a duty to exercise
11 reasonable care regarding the risk of harm that the conduct creates in the members it recruits and the
12 engagement of social activities associated with the fraternity.

13 81. DEFENDANTS breached the duty of care by acting with reckless disregard for
14 PLAINTIFF'S rights and well-being, causing her harm through non-consensual sexual intercourse.

15 82. Fraternity Defendants breached their duties by, among other things:

- 16
- 17 a. relying on underage, untrained members to manage the SAE and ZBT Chapter, its
18 activities, and the enforcement of risk management policies, the Code of
19 Non-Academic Conduct, at the SAE and ZBT Houses;
- 20 b. failing to adequately train the SAE and ZBT Chapter and its members and officers
21 on risk management, alcohol and illegal drug policies, crisis management policies,
22 sexual abuse and rape prevention, the Code of Non-Academic Conduct, chapter
23 operations guide, and other management policies and procedures;
- 24 c. failing to provide effective supervision and control over UCLA SAE and UCLA
25 ZBT Chapter members and guests, and activities authorized, directed, and
26 participated in by those members and guests;
- 27 d. failing to implement reasonable measures to enforce risk management policies to
28 prevent sexual abuse and rape at the SAE and ZBT Houses and during fraternity
activities;

- 1 e. failing to implement reasonable measures to enforce state laws, local ordinances, the
2 Code of Non-Academic Conduct, and fraternity policies to make the SAE and ZBT
3 Houses and Fraternity Defendants' conduct safer;
- 4 f. failing to implement reasonable measures to stop dangerous and/or unlawful
5 activities which they knew, or should have known, were occurring within the SAE
6 and ZBT Houses;
- 7 g. failing to implement and enforce reasonable safety/security measures when, by their
8 own conduct, they created or increased the foreseeable risk that a guest such
9 as PLAINTIFF might be harmed by the conduct of a pledge or other attendee,
10 including harm caused by the foreseeable criminal sexual conduct of Defendant
11 BLAKE LOBATO;
- 12 h. failing to discipline UCLA ZBT and UCLA SAE Chapter members for engaging in
13 activities that created the dangerous conditions at the ZBT and SAE Houses,
14 implicitly allowing those conditions;
- 15 i. failing to reasonably train its members in student housing management, and/or
16 failing to implement reasonable, safe student housing management standards and
17 practices under the circumstances;
- 18 j. failing to change fraternity policies regarding student safety, including safe student
19 housing management policies and practices that were, at the time of the allegations
20 set forth in this complaint, under the control of undergraduate students who lacked
21 experience, who were unaware of the inherent, substantial risk of injury and death
22 from such inadequate policies, and who did not understand the consequences of
23 their failure to implement safer policies and practices;
- 24 k. failing to support proper risk management, crisis management, sexual abuse
25 prevention and education, and house management programs;
- 26 l. hosting a social event while failing to provide appropriate monitors or security
27 throughout the duration of the event to monitor the activities of both members and
28 guests with the objective of promoting compliance with fraternity rules and policies,

1 university rules and policies, local ordinances, California law, UCLA's Code of
2 Conduct, and general safety; and
3 m. other negligent acts and omissions.

4 83. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF has
5 suffered injury, damage, embarrassment, depression, anxiety, sleeplessness and humiliation all of
6 which was caused by DEFENDANTS' conduct.

7 84. PLAINTIFF'S damages are in amounts according to proof at trial.
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10 SECOND CAUSE OF ACTION

11 ASSAULT

12 (Against BLAKE LOBATO and DOES 1 to 100)

13 85. PLAINTIFF re-alleges and incorporates herein by reference, as though set forth in full,
14 each and every allegation contained in Paragraphs 1 through 83, inclusive.

15 86. DEFENDANT LOBATO acted with intent to cause harmful and/or offensive contact
16 with PLAINTIFF by having non-consensual sexual intercourse with PLAINTIFF while she was
17 intoxicated and could not consent to DEFENDANT LOBATO'S actions.

18 87. PLAINTIFF reasonably believed that DEFENDANT LOBATO would cause harmful
19 and/or offensive touching.

20 88. PLAINTIFF did not consent to DEFENDANT LOBATO'S actions.

21 89. As a direct and proximate result of DEFENDANT LOBATO'S actions, PLAINTIFF
22 suffered injury, damage, and harm to her physical and emotional wellbeing.

23 90. The acts and conduct of DEFENDANT LOBATO was willful, oppressive, and
24 conducted with reckless disregard of PLAINTIFF'S rights and safety. As a result, PLAINTIFF is
25 entitled to punitive damages.

26 91. The total amount of damages to PLAINTIFF is subject to proof at trial.
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1 **THIRD CAUSE OF ACTION**

2 **BATTERY**

3 **(Against BLAKE LOBATO and DOES 1 to 100)**

4 92. PLAINTIFF re-alleges and incorporates herein by reference, as though set forth in full,
5 each and every allegation contained in Paragraphs 1 through 90, inclusive.

6 93. DEFENDANT LOBATO acted with intent to cause harmful and/or offensive contact
7 with PLAINTIFF and DEFENDANT LOBATO forcefully engaged in non-consensual sexual
8 intercourse with PLAINTIFF causing her to suffer physical and emotional damages.

9 94. DEFENDANT LOBATO'S actions were done without consent of PLAINTIFF.
10 PLAINTIFF did not and could not consent to the sexual intercourse because she was intoxicated.

11 95. As a direct and proximate result of DEFENDANT'S non-consensual contact with
12 PLAINTIFF, PLAINTIFF has suffered, and will continue to suffer, emotional and physical damages,
13 including embarrassment, depression, anxiety and sleeplessness.

14 96. As a result of DEFENDANT LOBATO'S willful, oppressive, malicious, and with
15 disregard of PLAINTIFF'S rights and safety, PLAINTIFF is entitled to an award of punitive damages.

16 97. The total amount of damages is subject to proof at trial.

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19 **FOURTH CAUSE OF ACTION**

20 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

21 **(Against DEFENDANT LOBATO and DOES 1 to 100)**

22 98. PLAINTIFF re-alleges and incorporates herein by reference, as though set forth in full,
23 each and every allegation contained in Paragraphs 1 through 96, inclusive.

24 99. DEFENDANT LOBATO acted intentionally and with reckless disregard for the
25 likelihood of causing PLAINTIFF severe emotional distress as a result of forcing her, without her
26 consent, to sexual intercourse while she was intoxicated.

27 100. DEFENDANT LOBATO knew or should have known that PLAINTIFF could not
28 consent and did not consent to the sexual intercourse.

1 101. DEFENDANT LOBATO acted in an extreme and outrageous manner which falls
2 beyond the bounds of decency that any person should reasonably endure by forcing sexual intercourse
3 on PLAINTIFF while she was intoxicated and unable to consent.

4 102. DEFENDANT LOBATO'S extreme and outrageous conduct was intentional,
5 oppressive, and malicious and done to cause PLAINTIFF to suffer severe emotional and physical
6 distress.

7 103. As a proximate cause of DEFENDANT LOBATO'S extreme and outrageous conduct,
8 PLAINTIFF has suffered and will continue to suffer emotional and physical distress.

9 104. DEFENDANT LOBATO acted with complete disregard of PLAINTIFF'S rights and
10 safety and such malicious, intentional, and oppressive conduct justify an award of punitive damages in
11 an amount according to proof at trial.

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PRAYER

WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS, and each of them, as follows:

1. Compensatory damages in an amount according to proof at trial;
2. Punitive damages in an amount according to proof at trial;
3. For an award of any and all damages authorized by law according to proof at trial;
4. Any other relief the Court may deem appropriate.

Dated: August 10, 2018

KEITH A. FINK & ASSOCIATES

By: _____



Keith A. Fink
Imbar Sagi-Lebowitz
Attorneys for Plaintiff
JANE DOE