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JEROME EISENBERG;  
J.E., a Minor By and Through Her  
Guardian Ad Litem JEROME EISENBERG

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR COUNTY OF LOS ANGELES**

**UNLIMITED JURISDICTION**

JEROME EISENBERG; J.E., a Minor By and  
Through Her Guardian Ad Litem JEROME  
EISENBERG,

Plaintiff(s),

v.

BRENTWOOD SCHOOL; MICHAEL RIERA,

Defendant(s).

Case No:

**COMPLAINT FOR DAMAGES:**

- 1. VIOLATION OF THE UNRUH CIVIL RIGHTS ACT**
- 2. VIOLATION OF 42 U.S.C. § 2000d (TITLE VI OF THE CIVIL RIGHTS ACT OF 1964)**
- 3. VIOLATION OF 42 U.S.C. § 1981**
- 4. BREACH OF CONTRACT**
- 5. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**
- 6. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
- 7. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

**JURY TRIAL DEMANDED**

1 **INTRODUCTION**

2 1. “The history and culture of Western civilization reflect a strong tradition of parental  
3 concern for the nurture and upbringing of their children. This primary role of the parents in the  
4 upbringing of their children is now established beyond debate as an enduring American tradition.”  
5 *Wisconsin v. Yoder* (1972) 406 U.S. 205, 232.

6 2. When Plaintiff, Jerome Eisenberg, enrolled his daughter J.E. in the Brentwood School it  
7 was based on the representation and belief that she would receive a traditional education that reflected  
8 the Western values with which she was raised at home.

9 3. But after accepting parents’ tuition payments, Defendants Brentwood and its head of  
10 school, Michael Riera, pulled a bait-and-switch with the school’s curriculum and culture. Parents  
11 eventually discovered defendants’ scheme to transform the school under a racially divisive, anti-Semitic  
12 ideology that seeks to indoctrinate children to reject Western values.

13 4. When Mr. Eisenberg and other Jewish parents expressed concern, Defendants  
14 intentionally shut them out of the policy deliberations. Conversely, Defendants openly welcomed  
15 parents that comprised the school’s various other ethnic and racial affinity groups into the decision-  
16 making process.

17 5. Defendants’ actions were consistent with the new ideology smuggled into the school—  
18 what Riera referred to as the “new world order”—which views all relationships through a conflict theory  
19 lens of racial hierarchy. This ideology treats Jewish people as ‘oppressors’ due to their ‘proximity to  
20 whiteness’ while ignoring the actual treatment of Jews around the globe throughout all of recorded  
21 history.

22 6. As a result of Defendants’ anti-Semitic animus Mr. Eisenberg and the other Jewish  
23 parents were prevented from participating in the school’s policy-making decisions.

24 7. Eventually Defendants instituted racially segregated meetings for parents, faculty, staff,  
25 and stakeholders in violation of both federal and state constitutional principles.

26 8. When Mr. Eisenberg complained about Defendants’ discriminatory practices, Riera  
27 threatened to kick J.E. out of the school immediately unless Mr. Eisenberg kept his mouth shut. Shortly  
28

1 thereafter Riera told Mr. Eisenberg that J.E. would not be allowed to return to Brentwood for her next  
2 school year.

3 **PARTIES**

4 9. Plaintiff, JEROME EISENBERG (“Eisenberg”) is an individual who, at all times relevant  
5 to this action, resided in Los Angeles County, California.

6 10. Plaintiff, J.E., a Minor By and Through Her Guardian Ad Litem JEROME EISENBERG,  
7 (“J.E.”) is an individual who, at all times relevant to this action, resided in Los Angeles County,  
8 California.

9 11. Defendant, BRENTWOOD SCHOOL is a California corporation and, at all times  
10 relevant to this action, is and was a doing business in Los Angeles County, California.

11 12. Upon information and belief, Defendant, MICHAEL RIERA (“Riera”) is an individual  
12 who, at all times relevant to this action, resided in Los Angeles County, California.

13 13. Plaintiffs are not aware of the true names and capacities of the defendants sued herein as  
14 DOES 1-25, inclusive, and therefore sue them by such fictitious names. On information and belief,  
15 Plaintiffs allege that each of these fictitiously named defendants is liable for the claims alleged in this  
16 complaint. Plaintiffs will amend this complaint to add the true names of the fictitiously named  
17 defendants once they are discovered.

18 14. Plaintiffs further alleges on information and belief that at all times relevant hereto each of  
19 the defendants and each of defendants’ representatives, including each DOE, was the agent, principle,  
20 servant, master, employee, employer, joint-venturer, partner, successor-in-interest, and/or co-conspirator  
21 of each other defendant and was at all said times acting in the full course and scope of said agency,  
22 service, employment, joint venture, concert of action, partnership, successorship, or conspiracy, and that  
23 each defendant committed the acts, caused or directed others to commit the acts, or permitted others to  
24 commit the acts alleged in this complaint.

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1 **JURISDICTION AND VENUE**

2 15. This Court has jurisdiction over this action pursuant to California Constitution, Article  
3 VI, § 10, which grants the Superior Court “original jurisdiction in all causes except those given by  
4 statute to other trial courts.”

5 16. Venue is proper in the Superior Court of the County of Los Angeles pursuant to  
6 California Code of Civil Procedure §§ 395 and 395.5 because defendants reside in and/or their principal  
7 place of business is located in the County of Los Angeles, all contractual obligations were entered into  
8 and were to be performed in the County of Los Angeles, and/or all actions, omissions, contractual  
9 breaches, and injuries relevant to this action occurred in whole or in substantial part in the County of  
10 Los Angeles.

11 **FACTS**

12 17. Defendant Brentwood School is a private, secular K-12 day school operating in the  
13 Brentwood neighborhood of Los Angeles, California.

14 18. Brentwood School (“Brentwood”) is the recipient of federal financial assistance as  
15 defined by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. Specifically, Brentwood leases a  
16 large parcel of land from the Department of Veterans Affairs at a nominal or substantially reduced price,  
17 the purpose of which is to assist the school.

18 19. For decades, Brentwood has held itself out as a meritocratic, academically rigorous  
19 institution that assured parents, who paid tens of thousands of dollars in tuition annually, that their  
20 children would receive a traditional, classical education.

21 20. Based on this reputation, and specific representations by defendants during the  
22 application process confirming the same, Plaintiff Jerome Eisenberg enrolled his daughter J.E. in  
23 Brentwood starting with the 2019/2020 school year pursuant to an enrollment agreement (the  
24 “Agreement”) that required plaintiffs to pay an annual tuition of almost \$50,000.

25 21. The Agreement included a non-discrimination clause that stated Brentwood “does not  
26 discriminate on the basis of any of these factors [race, color, national or ethnic origin or ancestry,  
27 religion, gender, gender identity or expression, or sexual orientation] in the administration of its  
28 education or admissions policies or its financial support, athletics, or other programs.”

1           22.     During J.E.’s first year at Brentwood, 7th grade, the school delivered on its promise of a  
2 non-discriminatory, traditional secular curriculum.

3           23.     However, everything at Brentwood radically changed after the death of George Floyd  
4 towards the end of the 2019/2020 school year.

5           24.     In or about the summer of 2020, after parents had already committed their children to  
6 enrollment for the next school year, Brentwood surreptitiously changed its curriculum and policies.

7           25.     Upon information and belief, Brentwood relinquished control of its curriculum and  
8 community policies to its Office of Equity and Inclusion, a relatively new administrative arm whose  
9 purpose is to view all of existence through a racial lens; an office whose staffing increased tenfold in a  
10 short period of time, without any concomitant increase in any other department.

11          26.     Brentwood’s new race-based operational model fundamentally transformed the  
12 agreement it entered into with parents and students without consent, knowledge, opportunity for  
13 discussion, or alternatives.

14          27.     The results of Brentwood explicitly racializing its policies and curriculum were  
15 predictable: The school’s focus shifted away from giving students a classically liberal education and  
16 towards a forced re-education that rejects Enlightenment values in favor of an identity-based ideology of  
17 grievance, resentment, and racial divisiveness.

18          28.     The curriculum change shifted away from teaching students critical thinking skills—*how*  
19 to think—and started indoctrinating them into *what* to think, based on Brentwood’s preferred political  
20 fad of the moment.

21          29.     For instance, in J.E.’s 8th grade literature class, universally renowned classics like *To Kill*  
22 *a Mockingbird* and *Lord of the Flies* were jettisoned. In their stead Brentwood placed Ibram X. Kendi’s  
23 *Stamped* which—like the 1619 Project lesson plans introduced by Brentwood—gave students  
24 ahistorical, racially inflammatory perspectives on this country’s history with no legitimate pedagogical  
25 purpose.

26          30.     The curriculum changes were withheld from parents, including Mr. Eisenberg.

27          31.     Brentwood’s new race-focused operational policies were slowly revealed to Mr.  
28 Eisenberg through Defendant Riera’s communications to the Brentwood community.

1           32.     Before the aforementioned changes, Riera would keep parents and community members  
2 informed about news and events through occasional, apolitical emails and posts on Brentwood’s  
3 website.

4           33.     However, following the George Floyd situation, Riera started bombarding the community  
5 with near-daily missives that amounted to nothing more than politically-laced diatribes about the  
6 fundamental evil of America and the “work” that was required of white community members, including  
7 students, to fix societal ills that they were ostensibly responsible for due to the color of their skin.

8           34.     Defendant Riera’s communications obsessively focused on “antiracism”<sup>1</sup> and Diversity,  
9 Inclusion, and Equity (“DIE”) and provided virtually no information on how academics and education  
10 would improve or benefit at Brentwood.

11          35.     Then, before the start of the 2020/2021 school year, Riera announced that he would be  
12 bringing in a DIE consultant to perform a racial audit of Brentwood and revamp its operations under an  
13 “antiracist” model.

14          36.     Mr. Eisenberg and many other parents became were troubled by this sudden and radical  
15 change in Brentwood’s values and priorities and expressed it to Riera. However, their concerns were  
16 disregarded and belittled by Brentwood. For instance, English Department told parents that if they  
17 wanted their children to read Shakespeare or Hemingway, they should do it in their own free time.

18          37.     When Mr. Eisenberg asked Riera why such radical changes in the curriculum were being  
19 implemented without parental consent or advice, and with no prior notice, Riera said that the school was  
20 comprised of educators who knew what the students needed to learn, not the parents, whose ideas were  
21 now outdated.

22          38.     Defendant Riera defended the bait-and-switch tactics, stating to Mr. Eisenberg that it was  
23 necessary for Brentwood to capture the “hearts and minds” of its students. He indicated that a “new  
24 world order” was coming and that if Defendants failed to capture the students at this juncture the  
25 opportunity might be lost going forward.

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27 <sup>1</sup> The term has been popularized by the aforementioned Kendi who describes its ethos in his book, *How*  
28 *to Be an Antiracist*: “The only remedy to past discrimination is present discrimination... The only  
remedy to present discrimination is future discrimination.”

1           39.     At the same time Riera announced that Brentwood’s Office of Equity and Inclusion and  
2 “affinity groups” would take part in selecting the DIE consultant.

3           40.     Affinity groups at Brentwood were organizations made up of parents, students, and  
4 school community members that were formed around a shared culture, race, or other identity. These  
5 groups had considerable influence in policy-making at Brentwood.

6           41.     Affinity groups representing almost every imaginable race and identity existed at  
7 Brentwood during this time, except for a Jewish affinity group.

8           42.     Jewish parents had been planning to form an affinity group for some time and sought to  
9 work with defendants to create one so that they had equal representation and say about important matters  
10 at the school.

11          43.     This became increasingly important to Mr. Eisenberg, and other Jewish parents, when  
12 Brentwood made it clear that its policies were going to be increasingly controlled by the Office of  
13 Equity and Inclusion and the DIE consultant defendants were in the process of selecting.

14          44.     Plaintiff’s concern was especially warranted by the widely known fact that a large  
15 majority of “diversity officers” hold anti-Semitic and anti-Israel views.<sup>2</sup>

16          45.     From the beginning, defendants intentionally stifled Brentwood’s Jewish community  
17 members from forming an affinity group.

18          46.     The affinity group applicants were treated differently from other groups in the following  
19 ways because of their Jewish race:

- 20           • For several months, defendants stonewalled Mr. Eisenberg and the other parents who  
21            wanted to form the affinity group, even though they met all the necessary requirements.
- 22           • Defendants failed to communicate with the applicants and gave contradictory instructions  
23            that intentionally delayed the formation of the Jewish affinity group.

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27 <sup>2</sup> See Kredo, Adam: “Overwhelming Number of Diversity Officers at US Colleges Hold Anti-Israel  
28 Views, Study Says” Washington Free Beacon, December 10, 2021 available at  
<https://freebeacon.com/campus/overwhelming-number-of-diversity-officers-at-us-colleges-hold-anti-israel-views-study-says/>

- 1 • While defendants allowed other affinity groups to be formed with one faculty advisor,  
2 defendants required the Jewish applicants to secure two faculty advisors; with no  
3 explanation as to why they were being singled out in this way.
- 4 • Upon information and belief, defendants intentionally stalled until after the DIE  
5 consultant was chosen and only then allowed the group to be formed.
- 6 • Even after defendants allowed the Jewish affinity group to finally be formed, the  
7 intentional discrimination continued: While other affinity groups were allowed to choose  
8 their own parent leadership committee, Riera forced out the individuals chosen by the  
9 Jewish parents group and installed his own preferred candidates, who had no ties or  
10 involvement with the group’s formation. Upon information and belief, Riera did this in  
11 order to exercise personal control over the Jewish affinity group which he did not do to  
12 any other group at Brentwood.
- 13 • No other affinity group at Brentwood was stifled, sandbagged, or controlled by  
14 defendants in the intentionally discriminatory manner that the Jewish affinity group was.

15 47. Upon information and belief, Riera intentionally prevented Mr. Eisenberg and the other  
16 Jewish parents from forming an affinity group because he did not want Jewish members of the  
17 community to have any say in the new policies Riera and Brentwood were forming.

18 48. After defendants installed their preferred DIE consultant the race-obsessed policies at  
19 Brentwood took over the entire school.

20 49. The DIE consultant’s audit predictably required an overhaul of Brentwood’s entire  
21 system and curriculum. The consultant and the Office of Equity and Inclusion were put at the forefront  
22 of the remodel.

23 50. After defendants implemented their new policies the atmosphere at Brentwood changed  
24 completely.

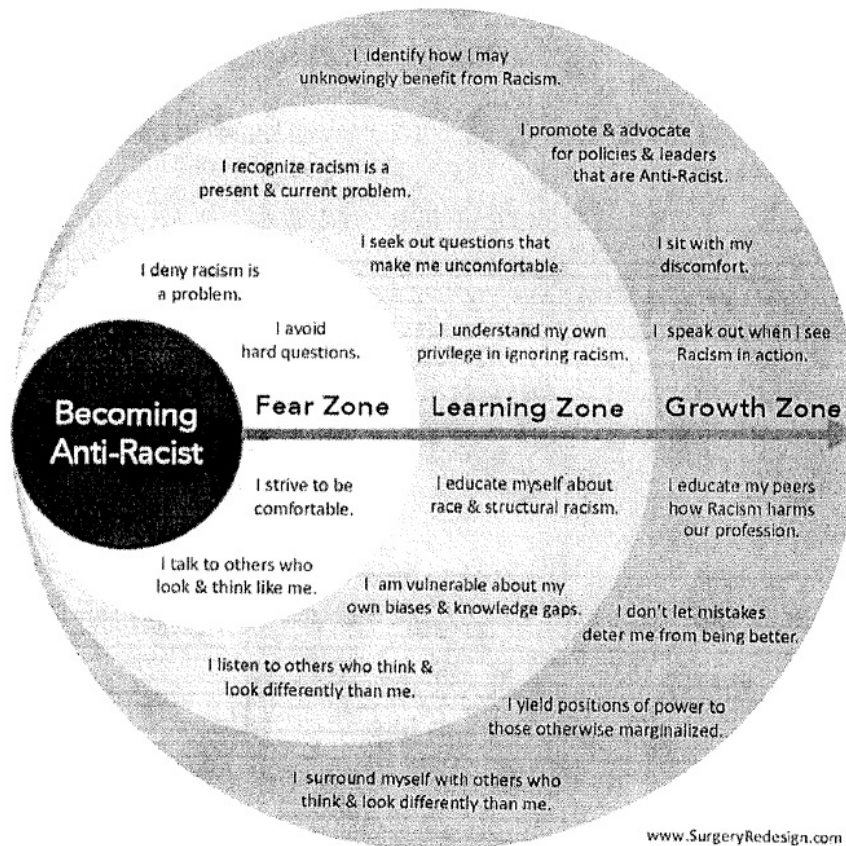
25 51. Teachers began to engage in racial and political humiliation of their students.

26 52. Middle-schoolers were confronted by teachers about their “white privilege” and how they  
27 were going to redeem themselves.



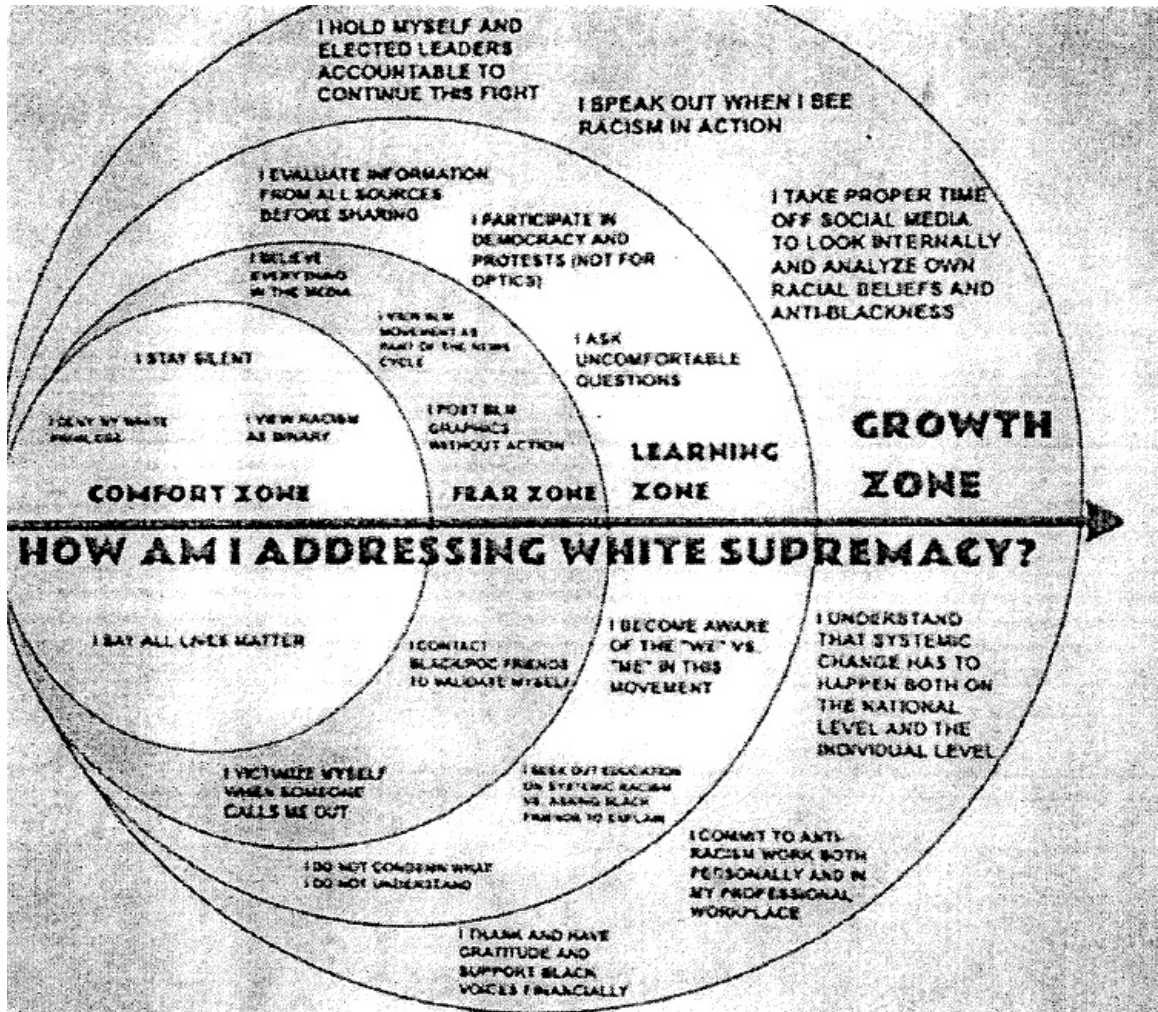
1 53. Tests in social study classes were couched in politically charged terminology to insult  
2 and denigrate political figures based on Brentwood's preferred ideology. When confronted, the school  
3 offered apologies for the conduct. However, as time moved on, the apologies ceased but the  
4 indoctrination continued.

5 54. Students were forced to study charts on "Becoming Anti-Racist" that made bigoted  
6 assumptions about them and required them to engage in political activism based on those assumptions.



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1 55. Young students were also given a chart called “How am I Addressing White Supremacy”  
 2 that accuses them of “racism” and “anti-blackness” based purely on the color of their skin.



22 56. Teachers also began openly humiliating students who did not adhere to their preferred  
 23 political beliefs.

24 57. Defendants’ racially charged policies and atmosphere eventually paved the way for their  
 25 normalization of racial segregation, which they implemented next.

26 58. In or about January 2021 defendants announced that they would be holding racially  
 27 segregated “Dialogue & Community-Building Sessions” for faculty, staff, and parents over Zoom.

1 59. Defendants hosted the first meetings on January 28, 2021 with separate sessions for  
2 faculty, staff, and finally, parents & families.

3 60. However, each of the meetings was also segregated by race. For example, defendants  
4 hosted two different meetings during the 3:30-4:30pm time slot—one for “White Faculty” and the other  
5 for “Black Faculty.” Similarly, the 4:45-5:45pm time slot had segregated meetings for “White Staff” and  
6 “Black Staff” while “White Parents & Families” and “Black Parents & Families” were segregated into  
7 separate meetings during the 6-7pm slot.

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THURSDAY, JANUARY 28, 2021		
3:30 - 4:30 pm	<b>White Faculty</b>	<b>Black Faculty</b>
4:45 - 5:45 pm	<b>White Staff</b>	<b>Black Staff</b>
6 - 7 pm	<b>White Parents &amp; Families</b>	<b>Black Parents &amp; Families</b>

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18 61. Defendants announced their plans to hold dozens of these meetings throughout the  
19 remainder of the 2021 school year.<sup>3</sup>

20 62. Mr. Eisenberg pleaded with defendants to stop their racially discriminatory conduct and  
21 to reinstate the race-neutral policies that they promised to uphold when they entered into their  
22 agreement.

23 63. Defendant Riera responded to Mr. Eisenberg’s pleas by withdrawing J.E.’s invitation to  
24 return to Brentwood for 9th grade and threatening to expel her from the school immediately unless Mr.  
25 Eisenberg promised to stay silent about defendants’ virulent discrimination.

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28 <sup>3</sup> Notably, defendants also crammed “Jewish Parents, Families, Faculty & Staff” into a single meeting  
while scheduling separate meetings for faculty, staff, and parents of all the other races.

1           64.     Mr. Eisenberg had no choice but to give in to Riera’s extortionate demands in order to  
2 protect his daughter’s future.

3           65.     Although J.E. was allowed to finish her 8th grade year at Brentwood, Riera revoked the  
4 school’s offer to return for 9th grade. As a result J.E. was deprived of attending school with the friends  
5 she loved and the community she knew.

6           66.     Defendants took these actions as retaliation for Mr. Eisenberg speaking out against  
7 Defendants’ discriminatory conduct and policies.

8                           **FIRST CAUSE OF ACTION – Violation of the Unruh Civil Rights Act**

9   **(Against all defendants)**

10   **California Civil Code § 51, et seq.**

11           67.     The preceding paragraphs are incorporated by reference.

12           68.     California’s Unruh Civil Rights Act (“UCRA”), Cal. Civ. Code §§51, *et seq.*, prohibits  
13 discrimination by business establishments on the basis of specified classifications, including race, color,  
14 religion, ancestry, or national origin.

15           69.     Cal. Civ. Code § 52 confers liability on “[w]however denies, aids or incites a denial, or  
16 makes any discrimination or distinction” in violation of the UCRA.

17           70.     As a secular private school Brentwood is subject to the UCRA.

18           71.     Defendants engaged in anti-Semitic discrimination against plaintiffs with respect to the  
19 formation and control of the Jewish affinity group at Brentwood.

20           72.     Defendants also engaged in intentional discrimination by segregating Brentwood’s  
21 “Dialogue & Community-Building Sessions” using prohibited classifications.

22           73.     As a direct and proximate result of said unlawful practices plaintiffs have suffered the  
23 indignity of discrimination and invasion of their right to be free from discrimination.

24           74.     As a direct and proximate result of said discrimination, plaintiffs have suffered extreme  
25 emotional distress, shame, intimidation, humiliation, indignation, embarrassment, and fear.

26           75.     Defendants’ violation of the UCRA entitles plaintiffs to recover statutory damages of a  
27 maximum of three times the amount of actual damages or a minimum of \$4,000.

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1 76. Defendants' discriminatory and unlawful practices identified in this complaint have been  
2 intentional, deliberate, willful, systematic, and conducted in callous disregard of the rights of plaintiffs.  
3 As a result, the plaintiffs are entitled to compensatory and punitive damages.

4 WHEREFORE, plaintiffs pray for judgment and relief as set forth below.

5 **SECOND CAUSE OF ACTION – Violation of Title VI of the Civil Rights Act of 1964**

6 **(Against Brentwood)**

7 **42 U.S.C. §2000d, et seq.**

8 77. The preceding paragraphs are incorporated by reference.

9 78. Title VI of the Civil Rights Act of 1964 provides that no person “shall, on the ground of  
10 race, color, or national origin, be excluded from participation in, be denied the benefits of, or be  
11 subjected to discrimination under any program or activity receiving Federal financial assistance.” 42  
12 U.S.C. §2000d.

13 79. Upon information and belief, Brentwood is a recipient of federal financial assistance.

14 80. Jewish people constitute a race within the meaning of civil rights statutes, including Title  
15 VI.

16 81. Defendants intentionally discriminated against plaintiffs by subjecting the Jewish affinity  
17 group to disparate treatment and by segregating its “Dialogue & Community-Building Sessions.”

18 82. As a direct and proximate result of said unlawful practices plaintiffs have suffered the  
19 indignity of discrimination and invasion of their right to be free from discrimination.

20 83. As a direct and proximate result of said discrimination, plaintiffs have suffered extreme  
21 emotional distress, shame, intimidation, humiliation, indignation, embarrassment, and fear.

22 84. Plaintiffs therefore seek compensatory damages.

23 WHEREFORE, Plaintiff prays for judgment and relief as set forth below.

24 **THIRD CAUSE OF ACTION – Violation of 42 U.S.C. § 1981**

25 **(Against all defendants)**

26 **42 U.S.C. § 1981**

27 85. The preceding paragraphs are incorporated by reference.

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1 86. 42 U.S.C. § 1981 prohibits discrimination in the making and enforcement of contracts  
2 by reason of race, national origin, or ancestry. The term “make and enforce contracts” includes “the  
3 making, performance, modification, and termination of contracts, and the enjoyment of all benefits,  
4 privileges, terms, and conditions of the contractual relationship.” 42 U.S.C. § 1981(b).

5 87. Defendants, by implementing racially discriminatory policies and practices at  
6 Brentwood—to wit—the discrimination against the Jewish affinity group and the segregated community  
7 Zoom sessions, denied plaintiffs the benefit of equal treatment with respect to their enrollment  
8 agreement with Brentwood.

9 88. As a direct and proximate result of said unlawful practices plaintiffs have suffered the  
10 indignity of discrimination and invasion of their right to be free from discrimination.

11 89. As a direct and proximate result of said discrimination, plaintiffs have suffered extreme  
12 emotional distress, shame, intimidation, humiliation, indignation, embarrassment, and fear.

13 90. Defendants' discriminatory and unlawful practices identified in this complaint have been  
14 intentional, deliberate, willful, systematic, and conducted in callous disregard of the rights of plaintiffs.  
15 As a result, the plaintiffs are entitled to compensatory and punitive damages.

16 WHEREFORE, Plaintiff prays for judgment and relief as set forth below.

17 **FOURTH CAUSE OF ACTION – Breach of Contract**

18 **(Against Brentwood)**

19 91. The preceding paragraphs are incorporated by reference.

20 92. Plaintiffs entered into the Agreement with Brentwood, as alleged above.

21 93. Plaintiffs have performed all of the conditions, covenants and obligations required of  
22 Plaintiffs under the Agreement except to the extent that they were excused, and all the conditions of  
23 Defendant’s performance were satisfied.

24 94. Defendant, on the other hand, has defaulted in its obligations under the Agreement by  
25 engaging in a bait and switch that with the curriculum that deprived J.E. of a classical education and,  
26 instead, forced every lesson to be singularly focused on race.

27 95. Defendant also defaulted on its obligations by engaging in the anti-Semitic and  
28 segregationist conduct described herein.

1 96. Plaintiffs were harmed as a result of the breach, and are entitled to damages, including, in  
2 the alternative, recovery of their consideration paid under the Agreement without formal rescission. *See*  
3 *Richter v. Union Land Co.* (1900) 129 Cal. 367, 372-373; *Morrell v. Clark* (1951) 106 Cal. App. 2d 198,  
4 203.

5 WHEREFORE, Plaintiff prays for judgment and relief as set forth below.

6 **FIFTH CAUSE OF ACTION – Breach of The Covenant of Good Faith and Fair Dealing**

7 **(Against Brentwood)**

8 97. The preceding paragraphs are incorporated by reference.

9 98. Like every contract, the Agreement included, in addition to its express terms, an  
10 implied promise of good faith and fair dealing, not to do anything to unfairly interfere with the right of  
11 any other party to receive the benefits of the contract.

12 99. Defendant’s conduct, as described herein, was completely contrary to its representations  
13 and, consequently, Plaintiffs’ expectations.

14 100. Plaintiffs were harmed as a result of the breach, and are entitled to damages, including, in  
15 the alternative, recovery of their consideration paid under the Agreement without formal rescission. *See*  
16 *Richter v. Union Land Co.* (1900) 129 Cal. 367, 372-373; *Morrell v. Clark* (1951) 106 Cal. App. 2d 198,  
17 203.

18 101. Defendants' discriminatory and unlawful practices identified in this complaint have been  
19 intentional, deliberate, willful, systematic, and conducted in callous disregard of the rights of plaintiffs.  
20 As a result, the plaintiffs are entitled to compensatory and punitive damages.

21 WHEREFORE, Plaintiff prays for judgment and relief as set forth below.

22 **SIXTH CAUSE OF ACTION – Intentional Infliction of Emotional Distress**

23 **(Against all defendants)**

24 102. The preceding paragraphs are incorporated by reference.

25 103. Plaintiffs are informed and believe, and thereupon allege, that the actions of defendants,  
26 and each of them, as aforesaid, were intentional, extreme, outrageous and were done with the intent to  
27 cause emotional distress or with reckless disregard of the probability of causing plaintiffs emotional  
28 distress.

1           104. As a direct and proximate result of the defendants' conduct, plaintiffs has been subjected  
2 to severe emotional distress and will continue to suffer severe and permanent humiliation, mental pain  
3 and anguish, and will continue to live in a constant state of emotional tension and distress.

4           105. Defendants' discriminatory and unlawful practices identified in this complaint have been  
5 intentional, deliberate, willful, systematic, and conducted in callous disregard of the rights of plaintiffs.  
6 As a result, the plaintiffs are entitled to compensatory and punitive damages.

7           WHEREFORE, Plaintiff prays for judgment and relief as set forth below.

8                           **SEVENTH CAUSE OF ACTION – Negligent Infliction of Emotional Distress**

9   **(Against all defendants)**

10          106. The preceding paragraphs are incorporated by reference.

11          107. Plaintiffs were owed a duty of due care by defendants, and each of them, to ensure that  
12 plaintiffs were not exposed to foreseeable harms.

13          108. It was reasonably foreseeable that defendants' intentionally discriminatory conduct would  
14 result in serious injurious consequences.

15          109. The acts and omissions of defendants constituted a negligent breach of this duty.

16          110. As a direct and proximate result of the defendants' conduct, plaintiffs have been subjected  
17 to severe emotional distress and will continue to suffer severe and permanent humiliation, mental pain  
18 and anguish, and will continue to live in a constant state of emotional tension and distress.

19          111. Defendants' discriminatory and unlawful practices identified in this complaint have been  
20 intentional, deliberate, willful, systematic, and conducted in callous disregard of the rights of plaintiffs.  
21 As a result, the plaintiffs are entitled to compensatory and punitive damages.

22          WHEREFORE, Plaintiff prays for judgment and relief as set forth below.

23   **DEMAND FOR JURY TRIAL**

24          112. Plaintiffs hereby demands a trial by jury on all claims so triable.

25   **PRAAYER FOR RELIEF**

26          WHEREFORE, Plaintiffs pray for relief and judgment as follows:

- 27          A. For economic damages, according to proof.  
28          B. For general damages, including emotional distress, according to proof.



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C. For punitive damages, according to proof.

F. Attorneys' fees, costs, interest, and expenses pursuant to 42 U.S.C. §1988, section 1021.5 of the California Code of Civil Procedure, section 52 of the California Civil Code, and other relevant statutes.

G. And such other and further relief as the Court may deem proper.

DATE: June 8, 2022

THE PIVTORAK LAW FIRM



By:

\_\_\_\_\_  
DAVID PIVTORAK,  
Attorney for Plaintiffs,  
JEROME EISENBERG; and  
J.E., a Minor By and Through Her  
Guardian Ad Litem JEROME EISENBERG