

1 KATHRYN BARCROFT, (PHV)
kbarcroft@fedemploylaw.com
2 ARIEL E. SOLOMON, (PHV)
asolomon@fedemploylaw.com
3 SOLOMON LAW FIRM, PLLC
4 300 Great Oaks Blvd Ste 312
Albany, New York 12203
5 Tel: (866) 833-3529
Fax: (202) 688-1896
6

7 MAJED DAKAK (SBN 271875)
mdakak@kbslaw.com
8 TREVOR STOCKINGER (SBN 226359)
tstockinger@kbslaw.com
9 KESSELMAN BRANTLY STOCKINGER LLP
1230 Rosecrans Avenue, Suite 400
10 Manhattan Beach, CA 90266
Tel: (310) 694-5833
11 Fax: (310) 307-4570
Attorneys for Plaintiff
12 KATHRYN SPLETSTOSER

13 **UNITED STATES DISTRICT COURT**
14 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

15 KATHRYN SPLETSTOSER, as an
16 individual,
17
18 Plaintiff,
19 v.
20 JOHN E. HYTEN, as an individual,
21 Defendant.

Case No. CV 19-10076-MWF (AGR)
Judge: Michael W. Fitzgerald
FIRST AMENDED COMPLAINT
JURY TRIAL DEMANDED

1 Plaintiff, Kathryn Spletstoser (“Plaintiff”), by her attorneys, Solomon Law
2 firm, PLLC, Kathryn Barcroft, Esq. and Ariel Solomon, Esq., allege the following:

3 **OVERVIEW**

4 1. Plaintiff was sexually assaulted by John E. Hyten (“Defendant”), on
5 December 2, 2017 in a hotel room in Westlake Village, CA.

6 2. Both parties were members of the armed forces at the time of the
7 attack.

8 3. Neither the Defendant’s conduct nor the Plaintiff’s injury were
9 incident to their respective military service.

10 4. The sexual acts committed by Defendant were beyond the scope of
11 his employment.

12 **JURISDICTION AND VENUE**

13 5. This court has jurisdiction over the subject matter of this action
14 pursuant to 28 U.S.C. § 1332 based on diversity of citizenship. The parties are
15 citizens of different states, and the amount in controversy exceed Seventy-Five
16 Thousand dollars (\$75,000.00), exclusive of interest and costs.

17 6. This action arises under the laws of the State of California.

18 7. Venue lies in this District pursuant to 28 U.S.C. § 1391(b)(2) because
19 the events or omissions giving rise to the claims alleged herein occurred in this
20 district.

21 **PARTIES**

22 8. Plaintiff Kathryn Spletstoser is a Colonel with the United States Army
23 (retired). She is a citizen of the United States and currently resides in Alexandria,
24 VA and is domiciled in Virginia.

25 9. Defendant John E. Hyten (Defendant) is sued in his personal capacity.

26 10. Defendant previously served as the Commander of the United States
27 Strategic Command (“STRATCOM”) from approximately November 3, 2016 until
28

1 September 26, 2019. He is a citizen of the United States and his work address is
2 at the Pentagon in Washington, D.C.

3 11. Upon information and belief, Defendant currently resides at Joint
4 Base Anacostia-Bolling, Washington, DC.

5 12. Upon information and belief, Defendant is domiciled in Colorado
6 Springs, Colorado.

7 **FACTS AND PROCEEDINGS**

8 13. Plaintiff first served in the Armed Forces in 1989, as a reservist with
9 the United States Army, where she was an Airborne Parachute Rigger.

10 14. Upon receiving her Commission as a Second Lieutenant in 1992,
11 Plaintiff was selected to serve as an Officer on active duty.

12 15. Plaintiff went on to serve in four separate combat deployments, first
13 in Afghanistan (2002, 2005-2006), and then in Iraq (2004, 2006-2007).

14 16. Plaintiff was promoted early to the rank of Major in 2003, to the rank
15 of Lieutenant Colonel on July 1, 2009, and to the rank of Colonel on September 1,
16 2014.

17 17. During the course of her career, Plaintiff sustained combat related
18 injuries, including a traumatic brain injury (TBI), of which the Defendant was
19 aware.

20 18. In May of 2016 Plaintiff was assigned to STRATCOM, as the
21 Director of the Commander's Action Group ("CAG") under Admiral Cecil Hanley.

22 19. Plaintiff was chosen for this role based on her record of exemplary
23 leadership, education, and accomplishment.

24 20. On or about November 3, 2016, Defendant became the STRATCOM
25 Commander and kept Plaintiff on as his CAG Director, per the recommendation of
26 Admiral Hanley.

27 21. Notwithstanding assignment to STRATCOM, the Plaintiff was a
28 member with the United States Army.

1 22. Notwithstanding assignment to STRATCOM, the Defendant was a
2 member of the United States Air Force.

3 23. Although the Defendant maintained the rank of General Officer,
4 which is superior to the rank of Colonel, he was not Plaintiff’s supervisor for
5 disciplinary purposes.

6 24. STRATCOM’s stated mission is to deter strategic attack and employ
7 forces, as directed, to guarantee the security of our nation and our allies.

8 25. STRATCOM is a combatant command, meaning that it operates at
9 the strategic level.

10 26. The strategic level is also sometimes called the “Policy Level.” The
11 primary actors at this level are Congress, the Executive Branch led by civilians,
12 ambassadors, and ultimately the National Command Authority (POTUS).

13 27. At this level, the military is directly subordinate to civilian oversight
14 and interfaces with civilian agencies, interagency organizations, and the
15 international community.

16 28. For example, STRATCOM Headquarters in Offutt is a primarily
17 civilian, general schedule (GS) run organization.

18 29. Upon information and belief, military service members comprise
19 approximately 30 percent of the workforce at STRATCOM Headquarters.

20 ***The Reagan National Defense Forum, Simi Valley, California***

21 30. In 2017, STRATCOM, was invited to attend the Reagan National
22 Defense Forum (Hereinafter “RNDF” or “Event”), which was held in Simi Valley,
23 CA, from December 1-2, 2017.

24 31. The RNDF is hosted and run by the Reagan Presidential Library, a
25 civilian organization.

26 32. The RNDF is a bipartisan annual event held at the Ronald Reagan
27 Presidential Library in Simi Valley, California, where key stakeholders come
28 together to address issues pertaining to national defense and peacetime efforts.

1 33. The military had no input into who was invited to attend – it was a
2 “by invitation only” guest list.

3 34. The event is financed and paid for by sponsors who are primarily
4 industries in the private sector.

5 35. Representative sponsors of the event included, but were not limited
6 to: Boeing, General Electric, General Dynamics, Global Foundries, Deloitte,
7 Lockheed Martin, Northrop Grumman, and Rolls-Royce.

8 36. Plaintiff attended the RNDF in Simi Valley, California from
9 December 1-2, 2017.

10 37. Upon information and belief, those present for the conference
11 included current and former senior civilian government officials, and business and
12 media leaders, with comparatively low percentage of military officials in
13 attendance.

14 38. Non-military attendees on the invite list included: Mark Aslett,
15 President and CEO of Mercury Systems, Bret Baier, Chief Political Anchor of Fox
16 News, Congressman Jim Banks, Julian Barnes, a reporter with the Wall Street
17 Journal, Honorable Marion C. Blakey, the CEO of Rolls-Royce North America,
18 Congressman Anthony Brown, Congressman Bradley Byrne, Congressman Ken
19 Calvert, Congressman John Carter, Congresswoman Liz Cheney, Senator Joni
20 Ernst, Congressman Trent Franks, Congressman Mike Gallagher, Tom Gentile of
21 Spirit AeroSystems, R.D. Geveden of BWX Technologies, Congresswoman Kay
22 Granger, Congressman Tom Graves, musical artist Lee Greenwood, Jennifer
23 Griffin from Fox News, Steven J. Isakowitz of The Aerospace Corporation,
24 Ambassador Kristi Kauppi, Congressman Steve Knight, Ambassador Rollandas
25 Krišciuanas, Ambassador Lauri Lepik, Ambassador Lars Gert Los, David Martin
26 of CBS News, Congressman Kevin McCarthy, Howard McKeon of the McKeon
27 Group, Mike McNamara of Flex, David Melcher of the Aerospace Industries
28 Association, Senator Jerry Moran, Congresswoman Stephanie Murphy, Phebe

1 Novakovic of General Dynamics, Senator Jack Reed, Trish Regan of Fox Business
 2 Network, Congressman Mike Rogers, Josh Rogin of The Washington Post,
 3 Frederick J. Ryan., Jr. of The Washington Post, Gary Sinise, Barbara Starr of CNN,
 4 Congressman Mac Thornberry, Chris Wallace of Fox News Sunday, Congressman
 5 Brad Wenstrup, Congressman Joe Wilson, former California Governor Pete
 6 Wilson, and Congressman Steve Womack.

7 39. Security at the event was maintained by private security personnel,
 8 contracted by or directly employed, by the Reagan National Library.

9 40. In the event of emergency, conference attendees were to contact the
 10 security personnel or dial 911 to summon local law enforcement in Simi Valley,
 11 CA.

12 41. Conference attendees were not segregated on the basis of their
 13 military status.

14 42. During the event, Plaintiff mingled and had discussions with civilian
 15 attendees, and attended a guided tour of the Reagan Presidential Library.

16 43. Plaintiff's agenda for the Simi Valley trip was as follows:

SIMI VALLEY, CA Reagan Forum DEC 2, 2017:	
0600-0700	PT/Executive Time
0700-0720	Transit to Reagan National Library (auto)
0730-0845	PANEL 1 Breakfast-- A View of Defense from Allies & Friends
0900-1015	PANEL 2 -- Space Wars: Are We Prepared for the Next Domain of Warfare?
1015-1130	Executive Time
1215-1330	Keynote Luncheon w/ NSA McMaster

1 2 3 4	1345-1500	PANEL 6 -- Assessing the Rebuild: Will we have the Strategy and Resources to Rebuild the Military in FY19 Pentagon
5 6 7	1500-1700	Private and Docent (civilian) Guided tour of the Reagan Library ** Add-on event, not reflected in schedule.
8 9	1700-1745	CLOSING SESSION w/ DSD Shanahan
10 11	1800-1900	Peace through Strength Reception
12 13 14	1900-2030	Peace through Strength Award Dinner (event went longer pushing the transit time to a bit later.
15	2040-2100	Transit to lodging
16	2100	Executive Time
17 18	2145-2245	Sexual Assault occurs

19 44. During the conference, Plaintiff moved around freely to interact and
20 network with civilian attendees.

21 45. Plaintiff sat through receptions, panels, a luncheon hosted by Fox
22 News host, Bret Baier, an awards ceremony, and a meeting with one United States
23 Senator.

24 46. After the conference was over, Plaintiff returned to her hotel room at
25 the Hyatt Regency Westlake.

26 ***The Hyatt Regency Westlake Village***

27 47. While attending the event, Plaintiff stayed at the Hyatt Regency
28 Westlake Hotel, at 880 S. Westlake Blvd, Westlake Village, California.

1 48. The Hyatt Regency is a company owned by Hyatt Hotels Corporation.

2 49. Hyatt Hotels Corporation owns and operates hotels and franchisees
3 located throughout the State of California.

4 50. A true and accurate picture of the Hyatt Regency Westlake is annexed
5 hereto as **Exhibit “A.”**

6 51. Upon information and belief, the majority of guests who stayed at the
7 Hyatt Regency Westlake from December 1, 2017 - December 2, 2017 were
8 civilians, including civilian attendees of the RNDF, couples, and families.

9 52. During Plaintiff’s stay, the hotel was equally open to members of the
10 military and non-military guests, including equal access to entrances, hallways,
11 elevators, private rooms, and facilities.

12 53. Defendant’s hotel room was directly across the hall to the Plaintiff’s
13 room.

14 54. The military neither managed nor dictated the day-to-day operations
15 of the hotel.

16 55. Similarly, the military was not responsible for policing the hotel or
17 responding to emergencies during Plaintiff’s stay.

18 56. For example, in the event of an emergency, such as fire or a criminal
19 act, both civilian and military guests, as well as hotel employees were to contact
20 local authorities in Westlake Village or dial 911, not a military response team or
21 any other military personnel.

22 57. There was nothing unique about the room Plaintiff stayed in as it
23 relates to her status as a service member.

24 58. Access to both Plaintiff’s room and the hallway leading to her room
25 was unrestricted, and her room could be accessed just as easily as the rooms of any
26 other civilian guest staying at the hotel during the same time-period.

27 59. For example, housekeeping had access to Plaintiff’s room and did in
28 fact tidy her room and refresh towels during her stay just as it did for every other

1 civilian guest's room.

2 60. Housekeeping also had access to Defendant's room.

3 61. Upon information and belief, Plaintiff's room was identical or nearly
4 identical, to every other civilian's room staying at the hotel during the same time-
5 period.

6 62. On or about December 2, 2017, late in the evening and after the
7 conference had concluded, Defendant knocked on Plaintiff's hotel room door.

8 63. At the time Defendant approached Plaintiff's hotel room, she was
9 retiring for the evening, applying face cream and readying herself for bed.

10 64. She was not expecting any visitors.

11 65. Upon opening the door, Defendant entered Plaintiff's private hotel
12 room, wearing workout clothes, not a military uniform.

13 66. Defendant did not "Order" the Plaintiff to open the door.

14 67. Nor did Defendant "Order" the Plaintiff to grant him access to her
15 room.

16 68. Plaintiff could have declined Defendant's entry into her hotel room
17 had she elected to do so.

18 69. Upon entering Plaintiff's room Defendant did not discuss or address
19 a single matter remotely military in nature.

20 70. Instead, Defendant grabbed Plaintiff so closely and tightly she was
21 unable to move. He began to kiss her on the lips and grabbed her buttocks.

22 71. Defendant is approximately 6 foot 4 in stature.

23 72. He is a man of considerable strength in comparison to Plaintiff, who
24 is 5 foot 7.

25 73. While restraining Plaintiff, Defendant uttered something to the effect
26 of, "I want to make love to you" or words to this effect.

27 74. Plaintiff stated "that is not going to happen" or words to that effect.

28 75. However, Defendant restrained Plaintiff, grabbed her buttocks, kissed

1 her against her will and rubbed his penis against her until he ejaculated.

2 76. Defendant's conduct was a substantial deviation from Defendant's
3 duties and was carried out for his own personal gratification.

4 77. Sexual activity does not fall within the scope of employment of any
5 individual employed by the United States Air Force.

6 78. Nonconsensual sexual acts toward the plaintiff do not fall within the
7 scope of any employment with the United States Air Force.

8 79. Defendant's conduct was outside the scope of his employment with
9 the United States Air Force.

10 80. Sexual activity does not implicate military decision making.

11 81. Sexual activity does not implicate military judgment.

12 82. Nonconsensual sexual activity toward the Plaintiff does not implicate
13 military judgment.

14 83. Nonconsensual sexual activity toward the Plaintiff does not implicate
15 military decision making.

16 84. Nonconsensual sexual activity toward the Plaintiff is not an activity
17 incident to military service.

18 85. Defendant's conduct toward the Plaintiff not an activity performed
19 incident to his military service.

20 86. Defendant was not subjected to military discipline for the
21 nonconsensual acts taken against the Plaintiff.

22 87. As a direct and proximate result of Defendant's intentional and
23 reckless conduct, Plaintiff has sustained and will continue to sustain injury,
24 including severe emotional distress, physical and mental health problems, and legal
25 expenses, all of which have caused permanent injury in an amount to be determined
26 at trial.

27 88. None of the injuries sustained by Plaintiff's occurred in an activity
28 incident to her military service.

LEGAL CLAIMS

FIRST CAUSE OF ACTION

(Sexual Battery, California Civil Code § 1708.5)

89. Plaintiff repeats and re-alleges the allegations contained in the foregoing paragraphs with the same force and effect as if fully set forth herein.

90. Defendant subjected Plaintiff to unwanted physical contact that was harmful and sexually offensive.

91. Defendant subjected Plaintiff to unwanted physical contact when he physically restrained Plaintiff, kissed her, grabbed her buttocks, and rubbed his genitals against her until he ejaculated.

92. Defendant intended to cause the harmful and sexually offensive physical contact with Plaintiff.

93. Defendant's conduct was offensive to a reasonable sense of personal dignity and did so offend Plaintiff's sense of personal dignity.

94. Plaintiff did not consent to any of the acts of physical contact and informed Defendant that his actions were unwanted.

95. Defendant's actions were carried out for the sole purpose of his own arousal and sexual gratification.

96. By taking these actions, Defendant committed a sexual battery as that term is defined by California Civil Code § 1708.5.

97. Defendant took these actions for the purpose of sexual arousal, sexual gratification, and/or sexual abuse.

98. In taking these actions, Defendant also committed a sexual act as defined by California Code of Civil Procedure §340.16(b)(1) and California Penal Code §243.4(d).

99. Defendant's unlawful actions were intentional, willful, malicious, and/or done with reckless disregard to Plaintiff's rights.

100. As a direct and proximate result of Defendant's conduct, Plaintiff has

1 sustained and will continue to sustain economic injury, in the form of severe
2 emotional distress, physical and mental anguish, all of which caused permanent
3 injury in an amount that shall be determined at trial.

4 101. Plaintiff is entitled to punitive damages because Defendant acted with
5 malice, oppression, and a willful and conscious disregard of the rights or safety of
6 others when sexually battering Plaintiff.

7 **SECOND CAUSE OF ACTION**

8 **(Assault)**

9 102. Plaintiff repeats and re-alleges the allegations contained in paragraphs
10 1 through 101 above with the same force and effect as if set forth fully herein.

11 103. Defendant intended to cause harmful and offensive contact with
12 Plaintiff when he subjected her to unwanted sexual acts, including, without
13 limitation, grabbing her buttocks, kissing her, restraining her and rubbing his penis
14 against her body until he ejaculated.

15 104. Defendant physically restrained Plaintiff in her hotel room and told
16 her that he wanted “to make love to her” thereby leading Plaintiff to reasonably
17 believe she would be touched in a harmful or sexually offensive way, causing her
18 imminent apprehension of such harmful or offensive contact.

19 105. Defendant’s actions were unwanted and unwelcome.

20 106. Defendant’s actions were intentional, willful, malicious, and/or done
21 with reckless disregard to Plaintiff’s rights and personal dignity.

22 107. As a direct and proximate result of Defendant’s conduct, Plaintiff
23 sustained and will continue to sustain economic injury in the form of severe
24 emotional distress, physical and mental anguish, all of which caused permanent
25 injury in an amount that shall be determined at trial.

26 108. Plaintiff is entitled to punitive damages because Defendant acted with
27 malice, oppression, and a willful and conscious disregard of the rights or safety of
28 others when assaulting Plaintiff.

1 **THIRD CAUSE OF ACTION**

2 **(Gender Violence, California Civil Code § 52.4)**

3 109. Plaintiff repeats and re-alleges the allegations contained in paragraphs
4 1 through 108 above as though the same were set forth in full herein.

5 110. Defendant's physical restraint of Plaintiff and use of force when
6 grabbing Plaintiff's buttocks, kissing her, restraining her, and grinding against her
7 until ejaculating constitutes a criminal offense of sexual battery as defined by
8 California Penal Code § 243.4(d).

9 111. Defendant's actions were motivated in whole or in part on the basis
10 of Plaintiff's gender, and therefore constitutes Gender Violence, as the term is
11 defined by California Civil Code § 52.4.

12 112. As a direct and proximate result of Defendant's conduct, Plaintiff
13 sustained and will continue to sustain damages in form of severe emotional
14 distress, physical and mental anguish, all of which caused permanent injury in an
15 amount that shall be determined at trial.

16 113. Plaintiff is entitled to punitive damages because Defendant acted with
17 malice, oppression, and a willful and conscious disregard of the rights or safety of
18 others when subjecting Plaintiff to gender violence.

19 **FOURTH CAUSE OF ACTION**

20 **(Intentional Infliction of Emotional Distress)**

21 114. Plaintiff repeats and re-alleges the allegations contained in paragraphs
22 1 through 113 above as though set forth with the same force and effect as if fully
23 set forth herein.

24 115. Defendant's physical restraint of Plaintiff and use of force when
25 grabbing Plaintiff's buttocks, kissing her, restraining her, and grinding against her
26 until ejaculating is both extreme and outrageous conduct.

27 116. This conduct was beyond all bounds usually tolerated in a civilized
28 society.

1 117. The extreme and outrageous nature of the conduct is compounded by
2 Defendant's awareness that his conduct was unwanted and that the Plaintiff had
3 previously suffered a combat injury resulting in a traumatic brain injury.

4 118. Defendant was told, unequivocally, that his advances were unwanted
5 and he therefore knew, or should have known, that his sexual acts would cause
6 severe and extreme emotional distress.

7 119. Defendant's actions were undertaken with the intention of causing
8 Plaintiff emotional distress, and/or with reckless disregard for the probability that
9 he would cause her emotional distress.

10 120. These actions constituted sexual assault as defined by California Code
11 of Civil Procedure § 340.16(b)(1).

12 121. As a result of these actions, Plaintiff suffered severe and extreme
13 emotional distress.

14 122. By taking the extreme and outrageous actions described herein with
15 the intention of, or reckless disregard for, causing extreme and severe emotional
16 distress, Defendant subjected Plaintiff to intentional infliction of emotional
17 distress.

18 123. As a direct and proximate result of Defendant's conduct, Plaintiff has
19 sustained and will continue to sustain economic injury in the form of severe
20 emotional distress, physical and mental anguish, all of which caused permanent
21 injury in an amount to be determined at trial.

22 124. Plaintiff is entitled to punitive damages because Defendant's extreme
23 and outrageous conduct was committed with malice, oppression, and a willful and
24 conscious disregard of the rights or safety of others and the likelihood of causing
25 emotional distress.

26 ///

27 ///

28 ///

FIFTH CAUSE OF ACTION

(Battery)

1
2
3 125. Plaintiff repeats and re-alleges the allegations contained in paragraphs
4 1 through 124 above with the same force and effect as if fully set forth herein.

5 126. Defendant’s physical restraint of Plaintiff and use of force when
6 grabbing Plaintiff’s buttocks, kissing her, restraining her, and grinding against her
7 until ejaculating constitutes a battery.

8 127. Defendant intended to cause the physical contacts with Plaintiff
9 described herein.

10 128. Defendant intended these physical contacts to harm and/or offend
11 Plaintiff and/or acted with a willful disregard for Plaintiff’s rights.

12 129. A reasonable person in Plaintiff’s position would have been offended
13 by the physical contacts described herein.

14 130. Plaintiff did not consent to any of these physical contacts.

15 131. Plaintiff was injured, damaged, offended and/or harmed by these
16 unwanted physical contacts.

17 132. Defendant, by intentionally carrying out the unwanted and
18 nonconsensual physical contacts with intent to harm or offend Plaintiff and/or with
19 willful disregard for Plaintiff’s rights, caused Plaintiff injury, offense, damage,
20 and/or harm, thereby committing the offense of battery against Plaintiff.

21 133. As a direct and proximate result of Defendant’s conduct, Plaintiff has
22 sustained and will continue to sustain economic injury in the form of severe
23 emotional distress, physical and mental anguish, all of which caused permanent
24 injury in an amount to be determined at trial.

25 134. Plaintiff is entitled to punitive damages because Defendant’s extreme
26 and outrageous conduct was committed with malice, oppression, and a willful and
27 conscious disregard of the rights or safety of others when battering the Plaintiff.
28

1 **SIXTH CAUSE OF ACTION**

2 **(Ralph Act, California Civil Code § 51.7)**

3 135. Plaintiff repeats and re-alleges the allegations contained in paragraphs
4 1 through 134 with the same force and effect as if fully set forth herein.

5 136. Defendant’s physical restraint of Plaintiff and use of force when
6 grabbing Plaintiff’s buttocks, kissing her, restraining her, and grinding against her
7 constituted an act of violence and/or threat of a violent act against Plaintiff.

8 137. Defendant took the above-complained of actions because of or on
9 account of Plaintiff’s gender (female).

10 138. Plaintiff was harmed by Defendant’s acts of violence and threats of
11 violence described herein.

12 139. Defendant’s conduct was a substantial factor in causing Plaintiff’s
13 harm.

14 140. By taking the above described actions, and consequently causing
15 Plaintiff’s resulting harm, Defendant violated the Ralph Act (California Civil Code
16 § 51.7).

17 141. As a result of his violations of California Civil Code § 51.7, Defendant
18 is liable to Plaintiff for her actual damages, exemplary damages, a civil penalty of
19 Twenty-Five-Thousand dollars (\$25,000.00), and attorney’s fees.

20 **SEVENTH CAUSE OF ACTION**

21 **(Tom Banes Civil Rights Act, California Civil Code § 52.1)**

22 142. Plaintiff repeats and re-alleges the allegations contained in paragraphs
23 1 through 141 above with the same force and effect as if fully set forth herein.

24 143. Defendant’s physical restraint of Plaintiff and use of force when
25 grabbing Plaintiff’s buttocks, kissing her, restraining her, and grinding against her
26 until ejaculating each constituted an act of intimidation, coercion, threat of
27 violence, and violent action against Plaintiff.

28 144. These acts of intimidation, coercion, threats of violence, and violent

1 actions against Plaintiff interfered with Plaintiff’s rights under the laws of the State
2 of California, including, without limitation, her right to be free from battery,
3 assault, sexual battery (as defined by California Civil Code § 1708.5), gender
4 violence (as defined by California Civil Code § 52.4), and violations of the Ralph
5 Act.

6 145. Plaintiff was harmed by Defendant’s acts of intimidation, coercion,
7 threats of violence, and violence described herein.

8 146. Defendant’s conduct was a substantial factor in causing Plaintiff
9 harm.

10 147. By taking the above described actions, and causing Plaintiff harm,
11 Defendant violated the Tom Banes Act (California Civil Code § 52.1).

12 148. As a result of his violations of California Civil Code § 52.1, Defendant
13 is liable to Plaintiff for up to three times the amount of her actual damages (but not
14 less than Four-Thousand dollars (\$4,000)), exemplary damages, a civil penalty of
15 Twenty-Five Thousand dollars (\$25,000), and attorney’s fees.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff respectfully requests that this Court:

18 A. Award compensatory damages in an amount to be proven at
19 trial, but in excess of \$75,000;

20 B. Direct Defendant to pay Plaintiff a civil penalty of Twenty-Five
21 Thousand dollars (\$25,000);

22 C. Direct Defendant to pay Plaintiff exemplary and punitive
23 damages sufficient to punish Defendant for his unlawful conduct;

24 D. Award Plaintiff reasonable attorney’s fees, expert fees, and all
25 other costs and disbursements associated with this action; and,

26 E. Grant such other relief the Court deems just and equitable.

27 ///

28 ///

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury with respect to each claim in this Complaint.

Dated: July 30, 2020

Respectfully Submitted,

SOLOMON LAW FIRM, PLLC

By: _____

Ariel E. Solomon (PHV)

Kathryn Barcroft (PHV)

Majed Dakak

Trevor V. Stockinger

KESSELMAN BRANTLY STOCKINGER LLP

Attorneys for Plaintiff

KATHRYN SPLETSTOSER

ATTESTATION

Pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that Ariel E. Solomon, on whose behalf this filing is jointly submitted, has concurred in this filing's content and has authorized me to file this document.

By: /s/ Trevor V. Stockinger

Trevor V. Stockinger

EXHIBIT A

Hyatt Regency Westlake [📌](#)

BOOK NOW

[HOTEL](#) | [ROOMS](#) | [AREA ATTRACTIONS](#) | [DINING](#) | [SPECIAL EVENTS](#) | [PHOTOS + REVIEWS](#) | [OFFERS](#)



Feedback

1 KATHRYN BARCROFT, (PHV)
kbarcroft@fedemploylaw.com
2 ARIEL E. SOLOMON, (PHV)
asolomon@fedemploylaw.com
3 SOLOMON LAW FIRM, PLLC
4 300 Great Oaks Blvd Ste 312
Albany, New York 12203
5 Tel: (866) 833-3529
Fax: (202) 688-1896
6

7 MAJED DAKAK (SBN 271875)
mdakak@kbslaw.com
8 TREVOR STOCKINGER (SBN 226359)
tstockinger@kbslaw.com
9 KESSELMAN BRANTLY STOCKINGER LLP
1230 Rosecrans Avenue, Suite 400
10 Manhattan Beach, CA 90266
Tel: (310) 694-5833
11 Fax: (310) 307-4570

12 *Attorneys for Plaintiff*
13 KATHRYN SPLETSTOSER

14 **UNITED STATES DISTRICT COURT**
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

16 KATHRYN SPLETSTOSER, as an
17 individual,

18 Plaintiff,

19 v.

20 JOHN E. HYTEN, as an individual,

21 Defendant.
22
23
24
25
26
27
28

Case No. 2:19-cv-10076-MWF-AGR
Judge: Michael W. Fitzgerald

**DECLARATION OF KATHRYN
BARCROFT IN SUPPORT OF
FIRST AMENDED COMPLAINT
OF PLAINTIFF KATHRYN
SPLETSTOSER**

