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County of Alameda
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JANE DOE R.O., an individual,

Plaintiff,

vs.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, a public entity; CHELSEA
SPENCER, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **26CV206584**

**COMPLAINT FOR PERSONAL INJURIES
AND DAMAGES;
DEMAND FOR JURY TRIAL**

Plaintiff JANE DOE R.O. ("Plaintiff") complains and alleges against Defendants THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, CHELSEA SPENCER, and DOES 1 through 50, inclusive, and each of them, as follows:

THE PARTIES

1. Plaintiff JANE DOE R.O. is an adult female who, at all relevant times, was an undergraduate student and student-athlete at the University of California, Berkeley ("UC Berkeley" or the "University").

2. Plaintiff transferred to UC Berkeley in approximately fall 2023 and joined the UC Berkeley Women's Softball Team as a pitcher on a full athletic scholarship.

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1 3. JANE DOE R.O. is not Plaintiff's actual name. Plaintiff proceeds under a fictitious name
2 to protect her identity and privacy concerning the highly sensitive sexual misconduct alleged herein.

3 4. Defendant THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("REGENTS")
4 is a public entity that owns, operates, manages, supervises, and controls UC Berkeley and its
5 Intercollegiate Athletics Department, including the UC Berkeley Women's Softball Program.

6 5. At all relevant times, REGENTS employed athletic directors, associate athletic directors,
7 administrators, supervisors, coaches, Human Resources personnel, compliance personnel, athletic
8 trainers, and other employees responsible for operating and supervising the Women's Softball
9 Program and protecting the student-athletes participating in that program.

10 6. Defendant CHELSEA SPENCER ("SPENCER") is an adult individual who was
11 employed by REGENTS as the Head Coach of the UC Berkeley Women's Softball Team from
12 approximately May 2020 through June 20, 2025.

13 7. At all relevant times, SPENCER was Plaintiff's Head Coach and occupied a position of
14 substantial power, authority, influence, and trust over Plaintiff.

15 8. Among other things, SPENCER supervised, directed, coached, evaluated, and made
16 decisions concerning Plaintiff's participation and playing opportunities on the Women's Softball
17 Team.

18 9. The true names and capacities, whether individual, corporate, associate, governmental,
19 or otherwise, of Defendants DOES 1 through 50, inclusive, are presently unknown to Plaintiff.
20 Plaintiff therefore sues said Defendants by fictitious names and will amend this Complaint when
21 their identities and capacities are ascertained.

22 10. Plaintiff is informed and believes, and based thereon alleges, that DOES 1 through 20
23 were administrators, athletic directors, supervisors, employees, agents, and/or other personnel of
24 REGENTS whose negligent acts and omissions contributed to the injuries alleged herein.

25 11. Plaintiff is informed and believes, and based thereon alleges, that DOES 21 through 30
26 participated in, facilitated, enabled, concealed, ratified, or are otherwise responsible for the
27 intentional misconduct alleged herein.

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1 12. Plaintiff is informed and believes, and based thereon alleges, that DOES 31 through 50
2 are persons or entities otherwise legally responsible for Plaintiff's injuries and damages.

3 13. At all relevant times, the administrators, athletic directors, supervisors, and other
4 employees whose negligent acts and omissions form the basis of Plaintiff's claims against
5 REGENTS were acting within the course and scope of their employment.

6 14. Pursuant to Government Code sections 815.2 and 820, REGENTS is vicariously liable
7 for injuries proximately caused by the negligent acts and omissions of its employees committed
8 within the course and scope of their employment.

9 **VENUE**

10 15. Venue is proper in the Superior Court of California for the County of Alameda because
11 a substantial portion of the acts, omissions, events, and injuries giving rise to this action occurred at
12 UC Berkeley and within Alameda County, California.

13 16. REGENTS operated and controlled UC Berkeley and the Women's Softball Program in
14 Alameda County, and SPENCER performed substantial portions of her duties as Plaintiff's Head
15 Coach in Alameda County.

16 **STATUTE OF LIMITATIONS**

17 17. Plaintiff's claims are timely.

18 18. The wrongful conduct alleged herein occurred between approximately 2023 and June
19 2025, with the physically intimate and sexual conduct occurring during approximately 2024 and
20 2025.

21 19. This action is commenced within the applicable statutes of limitation, including Code of
22 Civil Procedure sections 335.1 and 340.16.

23 20. Code of Civil Procedure section 340.16 permits an action for damages suffered as a result
24 of sexual assault to be commenced within ten years of the last act of sexual assault or within three
25 years from the date the plaintiff discovers or reasonably should have discovered that an injury or
26 illness resulted from an act of sexual assault, whichever is later.

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EXEMPTION FROM GOVERNMENT CLAIM PRESENTATION REQUIREMENTS

21. Government Code section 905.6 exempts claims against THE REGENTS OF THE UNIVERSITY OF CALIFORNIA from the claim-presentation requirements otherwise applicable to claims against public entities.

22. Plaintiff was therefore not required to present a government claim to REGENTS before commencing this action.

FACTS COMMON TO ALL CAUSES OF ACTION

A. Spencer's Position of Authority Over Plaintiff

23. Plaintiff joined the University of California, Berkeley Women's Softball Team in or around fall 2023 as a highly recruited pitcher on a full athletic scholarship. Defendant CHELSEA SPENCER ("SPENCER") was the Head Coach of the Women's Softball Team and, throughout the relevant period, supervised, directed, coached, and evaluated Plaintiff.

24. As Head Coach, SPENCER exercised substantial authority over Plaintiff's experience and athletic opportunities at UC Berkeley. Most significantly, SPENCER controlled the team lineup and possessed sole discretion to determine whether Plaintiff would play in any particular game. UC Berkeley later determined that SPENCER's authority over Plaintiff's playing time directly affected Plaintiff's visibility and opportunities as a player and constituted significant supervisory power creating an inherent power imbalance between them.

25. Playing time was particularly consequential to Plaintiff. Plaintiff entered collegiate softball as an elite pitching prospect. Upon graduating from high school, Plaintiff had been ranked among the nation's top pitchers and players and had earned PGF All-American recognition. Plaintiff intended to continue developing and competing at the collegiate level and ultimately pursue opportunities to play softball professionally. Continued game experience, statistics, film, visibility, and exposure were therefore important to the athletic future Plaintiff had spent years building.

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1 26. REGENTS maintained a Policy on Conflicts of Interest Arising out of Consensual
2 Relationships that specifically recognized the dangers created when an individual in authority
3 becomes romantically or sexually involved with a person she supervises. The policy required the
4 individual in authority to maintain professional boundaries, disclose the relationship, recuse herself
5 from responsibilities and decision-making concerning the subordinate individual, and permit
6 appropriate safeguards to be implemented. SPENCER did none of those things. Instead, she
7 continued exercising authority over Plaintiff and controlling her playing opportunities while
8 progressively cultivating an intimate and sexual relationship with her.

9 **B. Spencer Cultivated an Increasingly Personal and Dependent Relationship with**
10 **Plaintiff**

11 27. Beginning almost immediately after Plaintiff joined the softball program, in
12 approximately September 2023, SPENCER began communicating with Plaintiff outside the ordinary
13 confines of a coach-athlete relationship. From approximately September through November 2023,
14 SPENCER called and texted Plaintiff every day and communicated with her through Instagram
15 direct messages.

16 28. The communications quickly became intensely personal. SPENCER shared details
17 concerning her marriage, personal life, emotional struggles, and deteriorating mental health.
18 SPENCER discussed wanting to kill herself and increasingly placed Plaintiff in the position of
19 comforting, reassuring, and emotionally supporting her.

20 29. SPENCER simultaneously directed increasingly personal and romantic attention toward
21 Plaintiff. Among other things, SPENCER told Plaintiff, “you’re so beautiful” and “your girlfriend
22 is so lucky.” SPENCER also provided Plaintiff with special attention and privileges beyond those
23 ordinarily associated with the coach-athlete relationship.

24 30. SPENCER further gave Plaintiff substantial gifts and money. She sent Plaintiff
25 approximately \$300 through Zelle on one occasion and approximately \$150 on another. Around
26 Christmas 2023, SPENCER gave Plaintiff AirPods and approximately \$400 in cash.

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1 31. As SPENCER's communications with Plaintiff increased, they became constant and
2 increasingly demanding. What began as frequent calls and messages evolved into an expectation
3 that Plaintiff remain readily available to SPENCER throughout the day. When Plaintiff attempted to
4 reduce the frequency of those communications, did not answer SPENCER's calls, responded to
5 SPENCER's messages later than SPENCER wanted, or otherwise attempted to create distance,
6 SPENCER became angry with her.

7 32. Plaintiff soon learned that distancing herself from SPENCER carried consequences.
8 When Plaintiff did not provide SPENCER the attention she demanded, SPENCER yelled at Plaintiff,
9 treated her differently, and reduced or withheld Plaintiff's playing opportunities. Plaintiff thus began
10 to recognize, even before the relationship became sexual, that SPENCER's personal demands and
11 SPENCER's authority as Head Coach were intertwined.

12 33. Conversely, when Plaintiff promptly responded to SPENCER, spent time with her,
13 comforted her, and provided the attention SPENCER wanted, SPENCER was happier, Plaintiff's
14 experience within the softball program was easier, and Plaintiff received greater playing
15 opportunities.

16 34. Through the constant communication, gifts, money, compliments, preferential treatment,
17 disclosures about her personal life, threats of self-harm, and increasingly negative reactions when
18 Plaintiff attempted to pull away, SPENCER progressively eroded the professional boundary between
19 Head Coach and student-athlete and conditioned Plaintiff to understand that compliance brought
20 rewards while resistance brought consequences.

21 35. At all times, SPENCER remained Plaintiff's Head Coach and retained the authority to
22 determine whether Plaintiff would take the field. Thus, as SPENCER increased the emotional and
23 personal demands she placed upon Plaintiff, Plaintiff remained dependent upon SPENCER for the
24 very playing opportunities upon which her collegiate athletic development and future depended.

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C. Spencer Escalated the Relationship from Personal Attention to Physical and Sexual Contact

36. SPENCER's conduct thereafter became increasingly physical on the UC Berkeley campus. She became unusually touchy with Plaintiff, engaged in prolonged embraces, and kissed Plaintiff on her face and neck. The physical contact progressively departed from the ordinary affection displayed between a coach and her players.

37. By the time SPENCER escalated the relationship into sexual contact, Plaintiff had already experienced the consequences of failing to give SPENCER the attention she wanted. Plaintiff had learned that ignoring SPENCER, responding too slowly, or attempting to distance herself could cause SPENCER to become angry, yell at Plaintiff, treat her differently, and reduce her playing opportunities.

38. In approximately May 2024, during an away softball trip, SPENCER directed Plaintiff to come to SPENCER's hotel room. There, the relationship escalated to sexual contact, including prolonged kissing and making out, touching of Plaintiff's breasts, genital touching both over and underneath clothing, and digital penetration. The sexual contact was mutual in physical form, but occurred within the coach-athlete relationship SPENCER had cultivated and the pattern of rewards and consequences Plaintiff had already experienced.

39. Sexual contact occurred again in approximately December 2024 and included making out, breast touching, genital touching both over and underneath clothing, and digital penetration.

40. In approximately February 2025, substantially similar sexual contact occurred again, including making out, breast touching, genital touching both over and underneath clothing, and digital penetration.

41. In early April 2025, while at UC Berkeley, SPENCER and Plaintiff again engaged in making out, breast touching, genital touching both over and underneath clothing, and digital penetration. On that occasion, SPENCER also performed oral sex on Plaintiff.

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42. Approximately two weeks later, while the softball team was traveling for an away game in Boston, Massachusetts, SPENCER again directed Plaintiff to come to SPENCER's hotel room. There, sexual contact again occurred, including making out, breast touching, genital touching both over and underneath clothing, digital penetration, and SPENCER performing oral sex on Plaintiff.

43. The sexual contact continued into May 2025. In early May, SPENCER picked Plaintiff up after class and drove her to an area near the UC Berkeley football stadium. While parked in SPENCER's vehicle, SPENCER and Plaintiff kissed and engaged in genital touching both over and underneath clothing and digital penetration.

44. Later that same month, SPENCER again picked Plaintiff up after class and drove her to the area near the football stadium. While inside the vehicle, substantially similar sexual contact occurred, including kissing, genital touching both over and underneath clothing, and digital penetration. This was the final sexual encounter between them.

D. Spencer Used Rewards, Punishment, and Her Coaching Authority to Compel Plaintiff's Continued Participation

45. As SPENCER's demands escalated from constant communication to physical and then sexual contact, the pattern Plaintiff had already experienced remained the same: compliance made Plaintiff's life within the softball program easier; resistance carried consequences.

46. SPENCER expected Plaintiff to remain available to her by telephone, text message, Instagram, and in person. If Plaintiff did not answer, responded later than SPENCER expected, attempted to pull away, or otherwise failed to provide SPENCER the attention she wanted, SPENCER became angry. SPENCER yelled at Plaintiff, treated her differently, and reduced or withheld her playing opportunities.

47. SPENCER's anger also affected the broader softball program. When SPENCER was unhappy with Plaintiff, she directed her anger and frustration toward the team. Plaintiff came to believe that keeping SPENCER emotionally satisfied was necessary not only to protect Plaintiff's own position and playing opportunities, but also to keep the team functioning and prevent SPENCER from taking her anger out on Plaintiff's teammates.

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1 48. Conversely, when Plaintiff responded promptly, spent time with SPENCER, reassured
2 her, and provided the attention and intimacy SPENCER wanted, SPENCER became happier.
3 Plaintiff received more playing time, SPENCER treated her more favorably, and the overall
4 environment surrounding the team became easier.

5 49. The same pattern extended to physical and sexual contact. When Plaintiff did not want
6 physical or sexual contact, SPENCER became angry and made Plaintiff feel guilty for refusing.
7 Plaintiff later explained that when she expressed that she did not want physical intimacy, SPENCER
8 would “make [her] feel like shit about it.”

9 50. SPENCER also repeatedly invoked suicide to prevent Plaintiff from withdrawing. When
10 Plaintiff discussed ending the relationship, SPENCER threatened that she would kill herself. Plaintiff
11 consequently feared that rejecting SPENCER or ending the relationship could cause SPENCER to
12 harm herself. Plaintiff described an “underlying fear” that if she did not go along with SPENCER,
13 the team would “fall apart” or SPENCER would kill herself.

14 51. Plaintiff was therefore placed in an untenable position. Refusing SPENCER meant
15 risking diminished playing time, anger and punishment from the Head Coach who controlled
16 whether Plaintiff played, disruption to the entire team, and the possibility that SPENCER would
17 carry out her repeated threats of self-harm. Compliance, by contrast, kept SPENCER calmer, made
18 Plaintiff’s life within the softball program easier, reduced tension surrounding the team, and resulted
19 in greater playing opportunities.

20 52. These consequences carried particular weight because Plaintiff had spent years
21 developing into an elite softball player and reasonably understood that losing opportunities to pitch
22 and compete could jeopardize her future in the sport. SPENCER’s control over Plaintiff’s playing
23 time directly affected Plaintiff’s visibility and opportunities as a player, a fact UC Berkeley itself
24 later recognized.

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53. Over time, Plaintiff no longer felt that she possessed meaningful freedom to simply refuse SPENCER and walk away. Plaintiff increasingly went along with SPENCER's demands because she feared what would happen if she did not, including losing playing opportunities, jeopardizing the collegiate softball career she had spent years building, causing SPENCER to punish or destabilize the team, and causing SPENCER to harm herself.

E. Plaintiff Attempted to End the Relationship, But Spencer Demonstrated the Consequences of Resistance

54. By approximately April 2025, Plaintiff attempted to stop the relationship and told SPENCER that it needed to end. Plaintiff's effort to withdraw did not eliminate SPENCER's authority over her. SPENCER remained Plaintiff's Head Coach, continued controlling Plaintiff's playing opportunities, and continued demanding Plaintiff's attention.

55. During the Florida State series in approximately April 2025, Plaintiff and SPENCER had a significant argument. Plaintiff told SPENCER, "I'm never talking to you again." Plaintiff was supposed to pitch in the game. SPENCER thereafter told Plaintiff, "You're not pitching. I'm not going to have you guys out on the field together." Plaintiff understood that SPENCER had taken away her pitching opportunity because Plaintiff had refused to continue speaking with her.

56. The following day, Plaintiff broke down to a teammate and said that she missed SPENCER. Plaintiff later explained that she did not mean she missed the intimate relationship. She missed her life being "easy" and the "freedom" she experienced when her relationship with SPENCER was "good."

57. The Florida State incident reinforced what Plaintiff had already learned through SPENCER's treatment of her: when Plaintiff complied with SPENCER, her life within the softball program became easier and she received greater playing opportunities; when Plaintiff attempted to withdraw, SPENCER could use her authority as Head Coach against her.

58. Notwithstanding Plaintiff's effort to end the relationship, sexual contact occurred again thereafter. Approximately two weeks later, during the away softball trip to Boston, SPENCER directed Plaintiff to come to her hotel room, where additional sexual contact occurred. Sexual contact occurred again on two occasions in May 2025 after SPENCER picked Plaintiff up from class.

1 59. By that time, Plaintiff had already attempted to end the relationship and had already
2 experienced consequences for resisting SPENCER. Plaintiff understood that SPENCER still
3 controlled her playing opportunities and remained capable of making Plaintiff's daily experience
4 within the softball program substantially more difficult.

5 60. Plaintiff's continued participation therefore did not occur in a vacuum. By then,
6 SPENCER had spent months demanding constant access to Plaintiff, reacting with anger when
7 Plaintiff attempted to distance herself, threatening suicide, rewarding compliance with better
8 treatment and greater playing opportunities, and punishing withdrawal through diminished playing
9 opportunities and other adverse treatment. Against that backdrop, Plaintiff felt compelled to continue
10 going along with SPENCER even after she had tried to stop the relationship.

11 **F. Spencer Required Plaintiff to Conceal the Relationship**

12 61. While maintaining a sexual relationship with a student-athlete whose playing time she
13 controlled, SPENCER repeatedly demanded secrecy. She told Plaintiff that no one could find out
14 about the relationship and that Plaintiff needed to "protect" her.

15 62. When members of the team complained about SPENCER to Athletics personnel,
16 SPENCER instructed Plaintiff to intervene on SPENCER's behalf, "protect" her, and make her
17 "sound good." SPENCER further instructed Plaintiff that if anyone questioned why she and Plaintiff
18 were so close, Plaintiff should "deny it" and "pretend to hate" SPENCER along with her teammates.

19 63. SPENCER also instructed Plaintiff to delete their communications so that the relationship
20 would not be discovered. SPENCER went so far as to inspect Plaintiff's phone to ensure that
21 messages between them had been deleted.

22 64. Although SPENCER attempted to conceal the sexual nature of the relationship, the
23 unusual closeness, preferential attention, privileges, and differential treatment associated with the
24 relationship became apparent within the softball program.

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G. Uc Berkeley Coaches and Athletics Personnel Knew of the Relationship and Favoritism

65. Long before the relationship ended, members of the UC Berkeley softball coaching staff knew of, observed, or received information concerning SPENCER's relationship with Plaintiff.

66. Plaintiff is informed and believes, and based thereon alleges, that by approximately December 2023, Danielle O'Toole, one of Plaintiff's pitching coaches, knew of SPENCER's inappropriate relationship with Plaintiff. Plaintiff is further informed and believes that Brandon Telesco, Plaintiff's hitting coach during the 2023-2024 season and Associate Head Coach during the 2024-2025 season, likewise knew of the relationship by approximately December 2023.

67. Despite that knowledge, no effective action was taken to separate SPENCER from Plaintiff, remove SPENCER's authority over Plaintiff, prevent SPENCER from continuing to have private access to Plaintiff, report the matter through appropriate University channels, or otherwise protect Plaintiff from the escalating relationship.

68. Plaintiff is further informed and believes that by approximately February 2025, Jen Deering, Plaintiff's pitching coach during the 2024-2025 season, knew of the relationship. Kailee Cuico, SPENCER's wife at the time and a member of the softball coaching staff, likewise knew of SPENCER's relationship with Plaintiff.

69. Also in approximately February 2025, Plaintiff's teammates reported concerns regarding Plaintiff's relationship with SPENCER to Gordon Bayne. Those concerns included that SPENCER was giving Plaintiff special privileges and preferential treatment because of the relationship.

70. Thus, by approximately February 2025, concerns within the softball program had progressed beyond mere observations that Plaintiff and SPENCER appeared close. Student-athletes had complained to Athletics personnel that the Head Coach's relationship with Plaintiff was producing favoritism and differential treatment within the team.

71. Nevertheless, SPENCER continued serving as Head Coach, continued exercising authority over Plaintiff, continued controlling Plaintiff's playing opportunities, and continued engaging in sexual contact with Plaintiff.

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1 72. In approximately May 2025, SPENCER herself spoke with Bayne concerning her
2 relationship with Plaintiff. Thereafter, Plaintiff was removed from the softball program and did not
3 compete during what would have been her senior season.

4 73. REGENTS' own subsequent investigation documented additional reports concerning
5 inappropriate coach-athlete boundaries within the softball program. On May 21, 2025, two
6 graduating student-athletes told supervisory Athletics personnel that coaches on the softball team
7 had "weirdly close" relationships with certain players and that SPENCER and Cuico had each
8 selected someone to "latch onto."

9 74. On May 29, 2025, a Senior Associate Athletic Director reported to OPHD that coaches
10 on the softball team had "weirdly close" relationships with certain students. On June 16, 2025, an
11 Assistant Athletic Trainer separately reported information that Plaintiff had a "possibly physical"
12 relationship with SPENCER.

13 75. These reports were consistent with what members of the softball program had already
14 been observing and reporting: professional boundaries between coaches and student-athletes had
15 materially broken down, concerns regarding favoritism and inappropriate relationships were
16 circulating within the program, and Plaintiff's relationship with SPENCER warranted intervention.

17 **H. Plaintiff Lost Her Senior Season and Professional Softball Opportunities**

18 76. Following the events of May 2025, Plaintiff did not compete for UC Berkeley during
19 what would have been her senior softball season.

20 77. The loss was particularly significant because Plaintiff had entered college as one of the
21 nation's elite softball prospects. At the conclusion of high school, Plaintiff had been ranked among
22 the nation's highest-rated pitchers and players and had earned PGF All-American recognition.

23 78. Plaintiff intended to continue developing as a pitcher through the completion of her
24 collegiate career and thereafter pursue professional softball opportunities. A senior collegiate season
25 would have provided additional game experience, statistics, film, exposure, and opportunities to
26 demonstrate her ability against elite collegiate competition.

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1 79. Plaintiff lost an entire season of collegiate competition at a critical stage in her athletic
2 development and, with it, the opportunity to pursue professional softball on the trajectory she had
3 worked toward for years. Plaintiff contends that, absent the events described herein, she could have
4 continued pursuing opportunities to compete as a professional pitcher.

5 80. Plaintiff's injuries extended beyond softball. Plaintiff sought therapy and became
6 sufficiently uncomfortable returning to the UC Berkeley campus that she began taking her classes
7 online because of what had occurred within the softball program.

8 **I. UC Berkeley Subsequently Substantiated Spencer's Policy Violation**

9 81. UC Berkeley's Office for the Prevention of Harassment and Discrimination ("OPHD")
10 subsequently conducted a formal investigation concerning SPENCER's relationship with Plaintiff.
11 SPENCER declined to participate in an investigative interview.

12 82. Following its investigation, UC Berkeley determined under the preponderance-of-the-
13 evidence standard that SPENCER had engaged in an intimate and sexual relationship with Plaintiff
14 while SPENCER served as Plaintiff's Head Coach. The University
15 ultimately SUBSTANTIATED the allegation that SPENCER violated its Policy on Conflicts of
16 Interest Arising out of Consensual Relationships.

17 83. UC Berkeley expressly determined that SPENCER was an "Individual in Authority" over
18 Plaintiff because SPENCER supervised, directed, coached, and evaluated Plaintiff and possessed
19 sole discretion to determine whether Plaintiff would play. The University further determined that
20 SPENCER's authority over Plaintiff's playing time directly affected Plaintiff's visibility and
21 opportunities as a player and created an inherent power imbalance.

22 84. UC Berkeley further determined that SPENCER failed to disclose the relationship to her
23 supervisor or Human Resources, failed to recuse herself from responsibilities and decision-making
24 involving Plaintiff, and failed to take effective steps to eliminate the resulting conflict of interest.

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85. REGENTS' own investigation therefore confirmed the central institutional problem underlying Plaintiff's claims: while SPENCER was engaged in an intimate and sexual relationship with Plaintiff, SPENCER remained Plaintiff's Head Coach, retained significant supervisory authority over her, and continued controlling the very playing opportunities upon which Plaintiff's athletic development and future depended.

86. As a direct and legal result of Defendants' acts and omissions, Plaintiff has suffered and continues to suffer severe emotional distress, psychological trauma, anxiety, humiliation, loss of enjoyment of life, disruption to her education and collegiate athletic experience, loss of athletic and professional opportunities, past and future treatment expenses, and other economic and non-economic damages in an amount according to proof.

FIRST CAUSE OF ACTION

NEGLIGENCE

**(Against Defendant THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and DOES
1 through 20)**

87. Plaintiff realleges and incorporates by reference paragraphs 1 through 86 as though fully set forth herein.

88. At all relevant times, REGENTS, through its officers, administrators, athletic directors, supervisors, coaches, trainers, and other employees and agents, owed Plaintiff a duty to exercise reasonable care for her safety and well-being while she participated in UC Berkeley's intercollegiate softball program, a school-sponsored activity under REGENTS' control.

89. The relationship between REGENTS and Plaintiff, as a student-athlete participating in a University-sponsored athletic program, gave rise to a duty to take reasonable measures to protect Plaintiff from foreseeable harm arising within the program, including harm created by coaches and employees placed in positions of substantial authority, trust, and control over student-athletes.

90. REGENTS, through its employees acting within the course and scope of their employment, knew or reasonably should have known that the relationship between SPENCER and Plaintiff had crossed appropriate professional boundaries. Among other things, members of the softball coaching staff knew of the relationship, student-athletes complained of SPENCER's unusual

1 closeness with Plaintiff and resulting preferential treatment, and concerns regarding the relationship
2 were reported to Athletics personnel while SPENCER continued to exercise authority over Plaintiff.

3 91. REGENTS and its employees further knew or reasonably should have known that
4 SPENCER possessed unilateral control over Plaintiff's playing opportunities and that permitting
5 SPENCER to maintain personal and intimate access to Plaintiff while continuing to make decisions
6 affecting her playing time created a substantial and foreseeable risk of harm.

7 92. Notwithstanding these circumstances, REGENTS' employees failed to take reasonable
8 protective measures. Among other things, they failed to adequately investigate and respond to the
9 known and observable boundary violations; failed to report and escalate concerns through
10 appropriate University channels; failed to separate Plaintiff from SPENCER; failed to remove
11 SPENCER's decision-making authority over Plaintiff; failed to adequately monitor SPENCER's
12 interactions with Plaintiff; and permitted SPENCER to continue exercising substantial authority over
13 Plaintiff while the relationship escalated.

14 93. The foregoing acts and omissions were committed by REGENTS' employees within the
15 course and scope of their employment. REGENTS is therefore liable for their negligence pursuant
16 to Government Code sections 815.2 and 820.

17 94. As a direct and legal result of Defendants' negligence, Plaintiff suffered the injuries and
18 damages alleged herein, including severe emotional distress, psychological trauma, disruption to her
19 education and collegiate athletic experience, loss of athletic and professional opportunities,
20 treatment expenses, and other economic and non-economic damages according to proof.

21 **SECOND CAUSE OF ACTION**

22 **NEGLIGENT HIRING AND RETENTION OF UNFIT EMPLOYEE**

23 **(Against Defendant THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and DOES**
24 **1 through 20)**

25 95. Plaintiff realleges and incorporates by reference paragraphs 1 through 94 as though fully
26 set forth herein.

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1 96. REGENTS, through the employees responsible for the selection, employment,
2 evaluation, discipline, and retention of coaching personnel, owed Plaintiff a duty to exercise
3 reasonable care in hiring and retaining employees who would be entrusted with substantial authority
4 over student-athletes.

5 97. Plaintiff is presently without access to REGENTS' personnel, hiring, disciplinary, and
6 internal employment records concerning SPENCER. Plaintiff therefore alleges on information and
7 belief that REGENTS and its responsible employees failed to exercise reasonable care in the hiring
8 and, in particular, continued retention of SPENCER in a position affording her substantial and
9 largely unchecked authority over student-athletes.

10 98. At a minimum, once members of the softball program and Athletics personnel became
11 aware of SPENCER's unusual and inappropriate relationship with Plaintiff, preferential treatment
12 arising from that relationship, and other significant boundary concerns, REGENTS knew or
13 reasonably should have known that SPENCER was unfit to continue exercising unsupervised
14 authority over Plaintiff.

15 99. Despite those warning signs, REGENTS continued to retain SPENCER as Head Coach
16 and permitted her to remain in a position through which she controlled Plaintiff's playing
17 opportunities, maintained private access to Plaintiff, and exercised significant influence over
18 Plaintiff's collegiate athletic experience.

19 100. Reasonable care required REGENTS' responsible employees to investigate whether
20 SPENCER remained fit to exercise authority over Plaintiff and, upon learning of circumstances
21 demonstrating a substantial conflict of interest and risk to Plaintiff, to remove, restrict, suspend, or
22 otherwise limit SPENCER's authority and access.

23 101. REGENTS' employees negligently failed to do so and thereby permitted the
24 conditions giving rise to Plaintiff's injuries to continue.

25 102. The employees responsible for the foregoing negligent acts and omissions were
26 acting within the course and scope of their employment with REGENTS. REGENTS is therefore
27 liable pursuant to Government Code sections 815.2 and 820.

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103. As a direct and legal result of Defendants' negligent hiring and retention, Plaintiff suffered the injuries and damages alleged herein in an amount according to proof.

THIRD CAUSE OF ACTION

NEGLIGENT SUPERVISION

**(Against Defendant THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and DOES
1 through 20)**

104. Plaintiff realleges and incorporates by reference paragraphs 1 through 103 as though fully set forth herein.

105. REGENTS, through its athletic administrators, supervisory personnel, and other employees, undertook and owed a duty to reasonably supervise SPENCER in the performance of her duties as Head Coach and in her interactions with student-athletes under her authority.

106. The need for meaningful supervision was particularly acute because SPENCER possessed sole discretion over playing time and therefore exercised substantial power over the visibility, opportunities, development, and day-to-day experience of the student-athletes she coached.

107. Members of the softball staff and Athletics personnel knew or reasonably should have known of circumstances requiring increased scrutiny of SPENCER's relationship with Plaintiff. These circumstances included unusually close and personal interactions between SPENCER and Plaintiff, favoritism and special privileges afforded to Plaintiff, complaints from student-athletes regarding their relationship, and reports that the relationship was affecting the functioning of the softball program.

108. Yet SPENCER was permitted to continue communicating privately with Plaintiff, spending time alone with her, exercising unilateral authority over her playing opportunities, and making coaching decisions concerning Plaintiff without meaningful oversight, recusal, or other safeguards.

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1 109. REGENTS' supervisory employees failed to reasonably monitor SPENCER,
2 investigate concerns regarding her conduct, enforce professional boundaries, intervene after
3 receiving warning signs, and ensure that SPENCER was not using her coaching authority to further
4 or maintain an inappropriate personal relationship with Plaintiff.

5 110. Had REGENTS' employees reasonably supervised SPENCER and timely responded
6 to the warning signs described herein, the continued escalation of the relationship and resulting harm
7 to Plaintiff could have been prevented or substantially mitigated.

8 111. The employees responsible for the foregoing negligent supervision were acting
9 within the course and scope of their employment with REGENTS. REGENTS is therefore liable
10 pursuant to Government Code sections 815.2 and 820.

11 112. As a direct and legal result of Defendants' negligent supervision, Plaintiff suffered
12 the injuries and damages alleged herein in an amount according to proof.

13 **FOURTH CAUSE OF ACTION**

14 **NEGLIGENT FAILURE TO WARN, TRAIN, OR EDUCATE**

15 **(Against Defendant THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and DOES**
16 **1 through 20)**

17 113. Plaintiff realleges and incorporates by reference paragraphs 1 through 112 as though
18 fully set forth herein.

19 114. REGENTS recognized through its own policies that intimate relationships between
20 persons in authority and those subject to their authority create conflicts of interest, risks of
21 exploitation, and inherent power imbalances requiring disclosure, recusal, and safeguards.

22 115. Having undertaken to operate an intercollegiate athletic program in which coaches
23 exercise substantial authority over student-athletes, REGENTS and its responsible employees owed
24 a duty to exercise reasonable care in implementing and enforcing appropriate safeguards against the
25 misuse of that authority.

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1 116. Plaintiff is informed and believes, and based thereon alleges, that REGENTS'
2 responsible employees failed to adequately implement, enforce, and provide training and education
3 concerning the policies and safeguards necessary to prevent and respond to inappropriate coach-
4 athlete relationships.

5 117. Among other things, REGENTS failed to adequately ensure that coaching personnel
6 were trained to maintain professional boundaries, disclose conflicts of interest, and recuse
7 themselves when appropriate; that athletic administrators and supervisory personnel were trained to
8 recognize and respond to signs of inappropriate coach-athlete relationships and favoritism; and that
9 student-athletes were adequately informed of prohibited conduct, available reporting mechanisms,
10 and means of seeking assistance without fear of retaliation, diminished playing opportunities, or
11 other adverse consequences.

12 118. REGENTS and its employees further failed to adequately implement and enforce
13 safeguards designed to prevent an individual in authority from continuing to control the
14 opportunities of a student-athlete with whom the individual had developed an intimate relationship,
15 including reassignment of decision-making authority, additional oversight, recusal, separation, and
16 prompt escalation to appropriate University personnel.

17 119. These failures were particularly consequential here because the very risk
18 contemplated by REGENTS' policy materialized: SPENCER developed an intimate and sexual
19 relationship with a student-athlete over whom she retained substantial authority and continued
20 exercising that authority without disclosure, recusal, or effective safeguards.

21 120. The responsible REGENTS employees committed these negligent acts and omissions
22 within the course and scope of their employment. REGENTS is therefore liable pursuant to
23 Government Code sections 815.2 and 820.

24 121. As a direct and legal result of Defendants' negligent failure to warn, train, educate,
25 implement, and enforce appropriate safeguards, Plaintiff suffered the injuries and damages alleged
26 herein in an amount according to proof.

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FIFTH CAUSE OF ACTION
SEXUAL ASSAULT & BATTERY

(Against Defendant CHELSEA SPENCER and DOES 21 through 25)

122. Plaintiff realleges and incorporates by reference paragraphs 1 through 121 as though fully set forth herein.

123. At all relevant times, SPENCER occupied a position of substantial authority, power, and trust over Plaintiff as Plaintiff's Head Coach and possessed unilateral control over Plaintiff's playing opportunities.

124. SPENCER progressively cultivated an intensely personal relationship with Plaintiff, conditioned Plaintiff to understand that resistance could result in anger, yelling, diminished playing opportunities, and adverse treatment, and repeatedly threatened self-harm when Plaintiff attempted to distance herself or end the relationship.

125. Although Plaintiff initially participated in aspects of the relationship, her ability to freely refuse SPENCER progressively eroded. Plaintiff communicated reluctance to continued physical intimacy, attempted to distance herself from SPENCER, and, by approximately April 2025, expressly told SPENCER that the relationship needed to end.

126. SPENCER nevertheless continued pursuing and engaging Plaintiff in sexual contact thereafter. By that time, Plaintiff had experienced consequences for resisting SPENCER, including diminished playing opportunities, had been subjected to SPENCER's threats of suicide, and reasonably feared additional repercussions from the Head Coach who continued to control whether she played.

127. Sexual contact occurring after Plaintiff attempted to terminate the relationship, including subsequent sexual contact during the Boston softball trip and in May 2025, occurred in circumstances in which Plaintiff did not freely consent but instead felt compelled to continue because of SPENCER's established pattern of coercion, emotional pressure, threats, and exercise of coaching authority.

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1 128. SPENCER intentionally engaged in harmful and offensive sexual contact with
2 Plaintiff without Plaintiff's freely given consent, including sexual touching and penetration after
3 Plaintiff had expressed reluctance, attempted to withdraw from the relationship, and no longer felt
4 free to refuse.

5 129. SPENCER's conduct was a substantial factor in causing Plaintiff severe and lasting
6 injuries, including emotional distress, psychological trauma, humiliation, anxiety, disruption to her
7 education and athletic career, treatment expenses, and other economic and non-economic damages
8 according to proof.

9 130. SPENCER's conduct was despicable and carried out with malice, oppression, and
10 conscious disregard for Plaintiff's rights and safety, thereby entitling Plaintiff to an award of punitive
11 damages in an amount sufficient to punish SPENCER and deter similar conduct.

12 **SIXTH CAUSE OF ACTION**

13 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

14 **(Against Defendant CHELSEA SPENCER and DOES 21 through 25)**

15 131. Plaintiff realleges and incorporates by reference paragraphs 1 through 130 as though
16 fully set forth herein.

17 132. SPENCER's conduct toward Plaintiff was extreme, outrageous, and beyond all
18 bounds of conduct ordinarily tolerated in a civilized society.

19 133. SPENCER exploited her position as Plaintiff's Head Coach to cultivate an
20 inappropriate intimate and sexual relationship with a student-athlete under her authority; demanded
21 constant personal access and emotional reassurance from Plaintiff; became angry and imposed
22 consequences when Plaintiff attempted to distance herself; threatened suicide to prevent Plaintiff
23 from withdrawing; used her authority over Plaintiff's playing opportunities as leverage; required
24 Plaintiff to conceal and delete evidence of the relationship; and continued pursuing sexual contact
25 after Plaintiff attempted to end the relationship.

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1 134. SPENCER knew that Plaintiff was dependent upon her for playing opportunities and
2 that Plaintiff had spent years pursuing a collegiate and professional softball career. Notwithstanding
3 that knowledge, SPENCER used the authority entrusted to her as Head Coach to advance and
4 maintain a personal relationship that placed Plaintiff's emotional well-being, athletic opportunities,
5 and collegiate experience at risk.

6 135. SPENCER intended to cause Plaintiff emotional distress or, at a minimum, acted with
7 reckless disregard of the substantial probability that her conduct would cause Plaintiff severe
8 emotional distress.

9 136. As a direct and legal result of SPENCER's conduct, Plaintiff has suffered and
10 continues to suffer severe emotional distress, psychological trauma, anxiety, humiliation, loss of
11 enjoyment of life, disruption to her education and athletic career, and other injuries and damages
12 according to proof.

13 137. SPENCER's conduct was despicable and undertaken with malice, oppression, and
14 conscious disregard for Plaintiff's rights and safety, thereby entitling Plaintiff to punitive damages
15 in an amount sufficient to punish SPENCER and deter similar conduct.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff JANE DOE R.O. prays for judgment against Defendants, and each of them, as follows:

1. For an award of special economic and general non-economic damages in an amount according to proof at trial;
2. For an award of punitive damages against Defendant CHELSEA SPENCER and the appropriate individual DOE Defendants; and
3. For such other and further relief as the Court may deem just and proper.

DATED: August 24, 2026

SLATER SLATER SCHULMAN LLP

By: _____


Gizem Gures, Esq.
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all causes of action and issues so triable.

DATED: August 24, 2026

SLATER SLATER SCHULMAN LLP

By: 
Gizem Gures, Esq.
Attorney for Plaintiff