

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MALHEUR

SARAH ROE, a pseudonym for the  
conservator for AMY DOE, a minor  
proceeding under a pseudonym,

Plaintiff,

v.

BOYS & GIRLS CLUBS OF AMERICA,  
INC., a foreign corporation, and  
BOYS & GIRLS CLUB OF THE  
WESTERN TREASURE VALLEY, an  
Oregon not-for-profit corporation,

Defendants.

Case No. \_\_\_\_\_

**COMPLAINT**

(Negligence; Fraud; Abuse of a Vulnerable  
Person – ORS 124.100 et seq.)

(Jury Trial Demanded)

Not Subject to Mandatory Arbitration

Prayer Amount: \$5,000,000.00

Plaintiff alleges:

**COMMON ALLEGATIONS**

**Parties**

1.

“Sarah Roe” is a pseudonym for the duly-appointed petitioning conservator for “Amy Doe,” a minor female born in 2004 proceeding under a pseudonym. Sarah Roe and Amy Doe are residents of the state of Oregon. At all times relevant to the acts alleged in this Complaint, Amy Doe was an unemancipated minor approximately seven (7) years old and suffering from significant mental and physical disabilities or impairments. For convenience, Sarah Roe and Amy Doe will be referred to as “Plaintiff” or “Amy Doe” throughout this Complaint.

2.

Defendant Boys & Girls Clubs of America, Inc. (“BGCA”) is a congressionally-chartered, foreign corporation incorporated under the laws of the District of Columbia, with headquarters

1 located at 1275 Peachtree Street, NE, Atlanta, GA 30309. Defendant BGCA conducts business  
2 throughout the United States, including within the State of Oregon, by offering youth services  
3 through local clubs.

4 3.

5 Defendant Boys & Girls Club of the Western Treasure Valley ("WTVC") is an Oregon  
6 not-for-profit corporation registered with the Oregon Secretary of State's Corporation Division,  
7 with its principal place of business located at 573 SW 3<sup>rd</sup> Avenue, Odyssey Building, Ontario,  
8 OR 97914. Defendant WTVC operates a local Boys and Girls Club chartered by BGCA. WTVC  
9 is a member of BGCA and is located in Ontario, Oregon ("the Ontario Club").

10 4.

11 At all times relevant to this Complaint, Amy Doe participated in a summer program for  
12 youth ("the summer program") operated jointly by BGCA and WTVC (hereinafter "Boys and  
13 Girls Club Defendants" or "Defendants"). Amy Doe's parents paid a fee for her participation in  
14 the summer program.

15 **Actual Agency**

16 5.

17 Defendant BGCA is a national, tax-exempt, congressionally chartered corporation that  
18 provides after-school and summer programs for school-aged children, with particular focus on  
19 low-income and disadvantaged youth. BGCA purports to provide youth enrolled in its local  
20 clubs with healthy social, vocational, educational and character development in a "safe and  
21 wholesome" environment under the supervision of trained, "caring, adult professionals."  
22 Defendant BGCA operates the Boys & Girls Clubs of America program by and through its local  
23 clubs and affiliates, including WTVC.

24 6.

25 Defendant BGCA requires that its local clubs, including WTVC, adhere to operating  
26 standards and other mandatory requirements, including safety policies and procedures set by

1 BGCA. On information and belief, BCGA has the right to control the methods and means by  
2 which local clubs (including WTVC) provide services to youth as a BGCA club. BGCA retains  
3 the absolute authority to terminate the local club's membership within BGCA and revoke the  
4 charter of a local club at BGCA's sole discretion – ending its existence as a Boys and Girls Club  
5 of America.

6 7.

7 WTVC was incorporated in 2006 as a “member organization” and local club of  
8 Defendant BGCA. WTVC, like all BGCA clubs, receives its charter directly from Defendant  
9 BGCA. WTVC, like all BGCA clubs, must adhere to the operational and program standards set  
10 by BGCA. As with all local clubs, BGCA retains the right to revoke WTVC's charter and  
11 membership if the club does not meet BGCA's requirements and specifications.

12 8.

13 WTVC was the agent of Defendant BGCA in caring for the youth participating in  
14 Defendants' programs in that area. Defendant BGCA authorized WTVC to act on its behalf in  
15 ensuring the safety of the club facilities, including club maintenance, design, safety, practices and  
16 policies. BCGA also authorized WTVC to act on its behalf in screening, admitting, supervising,  
17 caring for, ensuring the safety of, and otherwise protecting youth participating in Defendants'  
18 programs at the Ontario Club, including Amy Doe.

19 9.

20 At all times relevant to this Complaint, Boys and Girls Club Defendants retained the right  
21 to control the means and manner of determination of eligibility and enrollment of youth at their  
22 clubs and programs, including the Ontario Club's summer program.

23 10.

24 On information and belief, Boys and Girls Club Defendants jointly set and were  
25 responsible for enforcing policies, practices, and procedures for the Ontario Club and its summer  
26 program, including for the screening, admission, supervision, care and protection of youth

entrusted to Defendants' care.

11.

On information and belief, Boys and Girls Club Defendants maintained the right to control the physical environment and structure at the Ontario Club in order to satisfy BGCA's mandatory requirements, including the right to control the physical details and operations of the club in furtherance of the Boys & Girls Club mission, which is "to provide a safe and wholesome environment in which youth could go to for recreation, education, and personal development, including after school and summer programs[.]"

12.

On information and belief, at all times relevant to this Complaint, Boys and Girls Club Defendants jointly selected and accepted employees and volunteers (hereinafter "staff") to screen, admit, supervise, and otherwise protect youth in the care of Defendants, within the summer program, including Amy Doe. In the alternative, BCGA maintains the right to control the methods and means by which WTVC selected and accepted employees and volunteers.

13.

On information and belief, each Boys and Girls Club Defendants jointly maintained the right to control the staff and volunteers working within Defendants' programs at the Ontario Club, including the right to control the physical details of the staff and volunteers' daily work in screening, admitting, supervising, and otherwise protecting youth participating in Defendants' programs at the Ontario Club, including Amy Doe.

14.

On information and belief, staff working with children participating in the Ontario Club's programs (including the summer programs) served as dual agents of each Defendant by supervising youth, helping to maintain order, and ensuring the safety and well-being of the children who participated in Defendants' programs, including Amy Doe.



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6

In the alternative to the actual agency relationship set out in paragraphs 5 –14, above, Plaintiff alleges on information and belief that WTVB was the apparent agent of BCGA as set out below.

On information and belief, BGCA through affirmative statements and conduct has represented to the public (including parents of youth in Defendants care) that its local clubs are agents of BGCA acting on behalf of BGCA and subject to its control and oversight. On information and belief, these representations include:

- (a) promoting its local clubs as each being part of BGCA, or as each being a BGCA “site”;
- (b) representing that “Boys & Girls Clubs are a safe place to learn and grow”;
- (c) representing that BGCA’s “Child & Club Safety” program “has conducted thousands of safety and design audits” to ensure the safety and security of local BGCA clubs’ facilities and premises;
- (d) representing that BGCA ensures the quality and safety of its programs by setting minimum standards and requirements to which clubs must adhere;
- (e) representing that BGCA requires local clubs to fulfill specific safety requirements relating to club design, training, and prevention measures as a condition of operation as a Boys and Girls Club;
- (f) representing that safety requirements at local clubs are enforced through audits, site visits, inspections, and by revoking a club’s membership and/or charter for failure to comply with said requirements;
- (g) representing that BGCA has expertise in “child safety, security, organizational risk management, and the design and maintenance of youth facilities for educational purposes.”

and recreation”;

- (h) representing that BGCA, by and through its agents, “is responsible for advocacy, publishing, training and consulting directly with local Clubs to establish best practices that help Clubs create and maintain safe settings and conditions for youth to grow and learn.”
- (i) engaging in public relations and media strategy on behalf of its local clubs;
- (j) soliciting the local public’s patronage of local clubs;
- (k) providing financial assistance to local clubs for their operations and expenses;
- (l) paying the salaries and benefits of local club employees;
- (m) engaging in fund-raising on behalf of its local clubs;
- (n) authorizing local club use of the BGCA mark and name;
- (o) requiring local clubs to obtain minimum insurance coverage;
- (p) requiring certain specific ratios of staff to children in BGCA clubs to ensure appropriate levels of supervision; and
- (q) providing local clubs with manuals, forms and handbooks specifying methods of operation control, accounting, and other business, management, advertising and personnel practices and policies.

These representations fostered a reasonable belief amongst the public that BGCA controls the daily operations of its clubs, including safety requirements, standards and practices.

17.

On information and belief, Defendant BGCA acted as the putative principal, holding WTVC out as its agent by representing to the public that its local clubs and club staff were its agents and/or employees in order to deliver services on its behalf and subject to its oversight and control.

////

////

18.

By and through its apparent agency relationship with its local clubs, as described in paragraphs 15 – 17, BGCA invited and encouraged the public – including Plaintiff and Plaintiff’s family members – to rely on its goodwill and reputation and to trust BGCA to provide the delivery of services to youth.

19.

Plaintiff and her parents reasonably and justifiably relied on BGCA representations set out in paragraphs 15 - 17 above in believing that BGCA controlled the means and method of WTVC’s operations, and that WTVC was authorized to act on behalf of the BGCA. Plaintiff and her parents relied on Defendant BGCA’s apparent agency relationship with WTVC in deciding to allow Plaintiff to join and participate in Defendants’ programs at the Ontario Club. BGCA’s conduct caused Plaintiff and Plaintiff’s parents to believe, and would cause any reasonable person to believe, that BGCA authorizes and consents to have WTVC act on and for its behalf.

#### **Facts Giving Rise to Amy Doe’s Injuries**

20.

At all times relevant to this Complaint, Defendants invited children, including Plaintiff, to attend and participate in programming at the Ontario Club, including its summer program.

21.

In or about the summer of 2011, Plaintiff Amy Doe did enroll in Defendants’ summer program at the Ontario Club and, as such, was placed in the care, custody and protection of Defendants, and each of them.

22.

On June 23<sup>rd</sup>, 2011, while Plaintiff Amy Doe was in the care, custody and protection of Defendants, Plaintiff Amy Doe, then age 7, was falsely imprisoned, assaulted, battered, suffered invasion of privacy, was sexually assaulted, and raped by a teenage male summer program participant, C.B., during Defendants’ program hours. The false imprisonment, assault, battery,

1 invasion of privacy, sexual assault and rape took place inside of a single-user club bathroom on  
2 the property owned and/or controlled by Defendants. The aforementioned sexual assault and  
3 rape will hereinafter be referred to as the “sexual abuse.” The aforementioned false  
4 imprisonment, assault, battery, invasion of privacy will hereinafter be referred to collectively as  
5 the “non-sexual abuse.” Both the non-sexual abuse and the sexual abuse qualify as child abuse  
6 under ORS 12.117.

7 23.

8 On information and belief, prior to the non-sexual abuse and sexual abuse of Plaintiff,  
9 C.B. had previously falsely imprisoned, assaulted, battered and/or sexually assaulted three other  
10 minor female children. On information and belief, C.B.’s attacks on these three victims were  
11 reported to the Ontario Police and/or the Oregon Department of Human Services.

12 24.

13 On information and belief, Amy Doe alleges that no later than 2011, but before Amy Doe  
14 was attacked by C.B., Boys and Girls Club Defendants became aware that C.B. had falsely  
15 imprisoned, assaulted, battered, and/or sexually assaulted at least one minor female child on at  
16 least one prior occasion, as described in paragraph 23. In the alternative, prior to C.B.’s attack of  
17 Plaintiff, Boys and Girls Club Defendants should have been aware of the risk posed by C.B.  
18 Despite this actual or constructive knowledge, Defendants still allowed C.B. to enroll in the  
19 summer program with Plaintiff Amy Doe; failed to screen or inquire into C.B.’s background  
20 prior to his participation; failed to supervise, monitor and control C.B.’s conduct and behavior  
21 while participating in the summer program; and failed to warn Plaintiff and her parents of the  
22 danger regarding C.B.

23 25.

24 In the alternative or in conjunction with the allegations in paragraph 24, above, on  
25 information and belief, prior to the sexual abuse and non-sexual abuse of Plaintiff, Boys and  
26 Girls Club Defendants were aware since at least 2000 (from previous reported incidents

occurring within BCGA clubs and events around the United States) that their program presented a risk of sexual abuse and non-sexual abuse at local clubs, including, but not limited to, assaults, batteries, and rapes occurring within club bathrooms (by youth participants and adult volunteers and employees). Despite this knowledge, on information and belief, Boys and Girls Club Defendants (1) failed to establish, implement, and/or enforce adequate safety rules and policies concerning the supervision of interactions between youth participating in BCGA programs; (2) failed to ensure that the premises and facilities at the Ontario Club (including bathrooms) were adequate to protect participants in the BCGA program; (3) failed to ensure that the facilities and premises (including bathrooms) were safe and/or did not pose a hazard or barrier to the adequate supervision, care and control of children participating in BCGA programs; and (4) failed to adequately train staff regarding safety protection protocols to prevent such injuries.

26.

In the alternative or in conjunction with the allegations in paragraphs 24 and 25, above, Boys and Girls Club Defendants failed to adequately supervise, monitor and protect Plaintiff Amy Doe (a vulnerable minor person) during her participation in the summer program. Defendants' failure to adequately monitor, supervise and protect Plaintiff despite the fact that: (1) Defendants knew that Plaintiff Amy Doe was suffering from significant mental and physical impairments or disabilities which required greater supervision; and (2) despite the fact the Defendants knew or should have known of C.B.'s history of falsely imprisoning, assaulting, and battery of minor female children.

////

////

////

////

////

////

1 **FIRST CLAIM FOR RELIEF**

2 Against All Defendants

3 *Negligence*

4 **COUNT I: Negligence Leading to Non-Sexual Abuse**

5 (Base Upon Special Relationship/Foreseeability)

6 27.

7 Plaintiff re-alleges and incorporates by reference paragraphs 1 through 26, above.

8 28.

9 Boys and Girls Club Defendants created a special relationship with Amy Doe by inviting  
10 and encouraging her to participate in its summer program as set out in paragraphs 1 through 26,  
11 above. Defendants assumed the responsibility of acting *in loco parentis* over Amy Doe while she  
12 participated in Defendants' summer program. This special relationship created a duty of care on  
13 the part of Defendants to ensure Amy Doe's safety while she was in Defendants' care. Boys and  
14 Girls Club Defendants also owed a heightened duty of care to Plaintiff as a vulnerable person  
15 suffering from significant mental and/or physical impairments and disabilities who was therefore  
16 especially susceptible to force, threat, duress, coercion, persuasion or injury.

17 29.

18 Alternatively or in conjunction with the allegations contained in paragraph 28, above, on  
19 information and belief, Boys and Girls Club Defendants affirmatively created a dangerous  
20 condition at its summer program by permitting C.B.'s participation in the summer program  
21 without adequate supervision and monitoring after becoming aware that C.B. had committed acts  
22 of aggression against other minor female children. Defendants also created a dangerous  
23 condition by failing to enact reasonable child abuse prevention policies to address the risk of  
24 violence inherent in their program, of which they were aware from reports of similar incidence  
25 around the United States since at least 2000.

26 ////

////

30.

On information and belief, in light of the knowledge Boys and Girls Club Defendants had regarding C.B.'s prior violent behavior, it was foreseeable to Defendants that C.B. would act violently toward a participant at the Defendants' summer program, including Plaintiff. In addition or in the alternative, in light of the knowledge Defendants had regarding the importance of adequate supervision and safe premises/facilities, based on numerous previous occurrences at other local clubs, as described in paragraph 29, it was foreseeable to Defendants that a youth participant would act violently toward another participant (such as Plaintiff) in an isolated area of a Club.

31.

On information and belief, Boys and Girls Club Defendants created a foreseeable risk of harm to youth participating in their programs, including Amy Doe, by failing to undertake reasonable violence prevention measures in one or more of the following particular ways:

- (a) By permitting C.B. to enroll in and participate in the summer program when Defendant knew that C.B. posed a danger to children, including Amy Doe;
- (b) By failing to supervise or restrict C.B. when Defendant knew that C.B. posed a danger to children, including Amy Doe;
- (c) By failing to adequately supervise, monitor and protect vulnerable children participating in the summer program in order to prevent harm or injury;
- (d) By failing to adequately train employees and volunteers how to recognize and prevent the risk of violence within their programs;
- (e) By failing to adopt, implement and/or enforce adequate child protection policies;
- (f) By failing to ensure that the facilities and premises were safe and did not pose a barrier to the adequate supervision, care and control of children participating in BGCA programs;
- (g) By failing to warn parents that children were at risk of violence within BGCA's

1 programs;

2 (h) By failing to adequately inspect the premises of the Ontario Club facility before  
3 authorizing approval of a BGCA charter; and

4 (i) By failing to revoke the charter, privileges and membership of WTVC for lack of  
5 compliance with safety protocols to prevent violence.

6 32.

7 Amy Doe was a member of the class of individuals to be protected by reasonable  
8 measures to prevent non-sexual child abuse, as described in paragraph 31. The risk of  
9 participants acting violently towards children attending a summer program is within the general  
10 type of potential dangers that Defendants are required to protect children against. The reasonable  
11 violence prevention measures that Defendants failed to implement, as described in paragraph 31,  
12 would have prevented some or all of Amy Doe's injuries.

13 33.

14 As a result of Defendants' actions, or failures to act, and the resulting non-sexual abuse,  
15 Amy Doe has suffered and will continue to suffer physical injuries distinct from those she  
16 suffered as a result of the sexual abuse, including some or all of the following: nightmares,  
17 insomnia, loss of appetite, social withdrawal, and emotional detachment. In conjunction with or  
18 in addition to the aforementioned injuries, as a result of Defendants' actions or failures to act and  
19 the resulting non-sexual abuse, Amy Doe has suffered and will continue suffer severe and  
20 debilitating mental and emotional injuries distinct from the injuries she suffered as a result of the  
21 below-referenced sexual abuse, including some or more of the following: pain and suffering,  
22 emotional trauma, and permanent psychological damage. All of the aforementioned injuries have  
23 caused and will cause Amy Doe distinct non-economic damages in the amount of \$1,000,000.00,  
24 the exact amount to be proven at trial.

25 ////

26 ////



1 34.

2 As an additional result and consequence of Boys and Girls Club Defendants' actions or  
3 failures to act and the resulting non-sexual abuse, Amy Doe has incurred and will incur economic  
4 damages distinct from the injuries she suffered as a result of the below-referenced sexual abuse,  
5 including some or all of the following: costs for counseling and psychiatric and psychological  
6 medical treatment, all to her distinct economic damages in the amount of \$1,000,000.00, the  
7 exact amount to be proven at trial.

8 35.

9 Boys and Girls Club Defendants' failures, as described in paragraph 31, created a  
10 foreseeable risk of harm to the safety of children in Defendants' care, including Plaintiff. This  
11 conduct amounted to Defendants knowingly allowing, permitting, or encouraging child abuse.  
12 Plaintiff's interest in being free from violence is an interest of a kind that the law protects against  
13 negligent invasion.

14 36.

15 Boys and Girls Club Defendants' failure to undertake reasonable abuse prevention  
16 measures, as described in paragraph 31, was unreasonable in light of the knowledge Defendants  
17 had as to the risk of harm posed by C.B., and the risk of violence in BGCA Clubs and programs  
18 generally. Defendants' failures were direct and foreseeable causes of all or some of Plaintiff's  
19 abuse and damages as described in paragraphs 33 and 34.

20 37.

21 As a result and consequence of Boys and Girls Club Defendants' actions or failures to  
22 act, Plaintiff incurred the damages set forth in paragraphs 33 and 34.

23 38.

24 In its negligence toward Amy Doe, Boys and Girls Club Defendants acted with malice or  
25 a reckless and outrageous indifference to a highly unreasonable risk of harm and with a conscious  
26 indifference to the health, safety, and welfare of Amy Doe. Amy Doe hereby gives notice of her

1 intent to move to add allegations of punitive damages against Defendants at any time after the  
2 filing of this Complaint.

3  
4 **COUNT II – Negligence Leading to Sexual Abuse**

5 (Based Upon Special Relationship/Foreseeability)

6 39.

7 Plaintiff re-alleges and incorporates by reference paragraphs 1 through 26, above.

8 40.

9 Boys and Girls Club Defendants created a special relationship with Amy Doe by inviting  
10 and encouraging her to participate in its summer program as set out in paragraphs 1 through 26  
11 above. Defendants assumed the responsibility of acting *in loco parentis* over Amy Doe while she  
12 participated in Defendants' summer program. This special relationship created a duty of care on  
13 the part of Defendants to ensure Amy Doe's safety while she was in Defendants' care. Boys and  
14 Girls Club Defendants also owed a heightened duty of care to Plaintiff as a vulnerable person  
15 suffering from significant mental and/or physical impairments and disabilities who was therefore  
16 especially susceptible to force, threat, duress, coercion, persuasion, injury, and sexual abuse.

17 41.

18 Alternatively or in conjunction with the allegations contained in paragraph 40, above, on  
19 information and belief, Boys and Girls Club Defendants affirmatively created a dangerous  
20 condition at its summer program by permitting C.B.'s participation in the summer program  
21 without adequate supervision and monitoring after becoming aware that C.B. had committed acts  
22 of sexual aggression against other minor female children. Defendants also created a dangerous  
23 condition by failing to enact reasonable child abuse prevention policies to address the risk of  
24 sexual abuse inherent in their program, of which they were aware from reports of similar  
25 incidences around the United States since at least 2000.

1 42.

2 On information and belief, in light of the knowledge Boys and Girls Club Defendants had  
3 regarding C.B.'s sexually violent behavior, it was foreseeable to Defendants that C.B. would act  
4 out in a sexually violent manner toward a participant at the summer program, such as Plaintiff.  
5 In addition or in the alternative, in light of the knowledge Defendants had regarding the  
6 importance of adequate supervision and safe premises/facilities, based on numerous previous  
7 occurrences at other local clubs, as described in paragraphs 29, it was foreseeable to Defendants  
8 that an unsupervised participant would act out in a sexually violent manner toward another  
9 participant (such as Plaintiff) in an isolated area of a Club.

10 43.

11 On information and belief, Boys and Girls Club Defendants created a foreseeable risk of  
12 harm to youth participating in their programs, including Amy Doe, by failing to undertake  
13 reasonable sexual abuse prevention measures in one or more of the following particular ways:

- 14 (a) By permitting C.B. to enroll in and participate in the summer program when  
15 Defendants knew that C.B. posed a sexual danger to children, including Amy  
16 Doe;
- 17 (b) By failing to supervise or restrict C.B. when Defendants knew that C.B. posed a  
18 sexual danger to children, including Amy Doe;
- 19 (c) By failing to adequately supervise, monitor and protect vulnerable children  
20 participating in the summer program in order to prevent sexual abuse;
- 21 (d) By failing to adequately train employees and volunteers how to recognize and  
22 prevent the risk of sexual abuse within their programs;
- 23 (e) By failing to adopt, implement and/or enforce adequate child protection policies;
- 24 (f) By failing to ensure that the facilities and premises were safe and did not pose a  
25 barrier to the adequate supervision, care and control of children participating in  
26 BGCA programs;

- 1 (g) By failing to warn parents that children were at risk of sexual abuse within  
2 BGCA's programs;
- 3 (h) By failing to adequately inspect the premises of the Ontario Club facility before  
4 authorizing approval of a BGCA charter; and
- 5 (i) By failing to revoke the charter, privileges and membership of WTVG for lack of  
6 compliance with safety protocols to prevent sexual abuse.

7 44.

8 Amy Doe was a member of the class of individuals to be protected by reasonable  
9 measures to prevent child sexual abuse, as described in paragraph 43. The risk of participants  
10 acting out in a sexually violent manner towards children attending a summer program is within  
11 the general type of potential dangers that Defendants are required to protect children against.  
12 The reasonable sexual abuse prevention measures that Defendants failed to implement, as  
13 described in paragraph 43, would have prevented some or all of Amy Doe's injuries.

14 45.

15 As a result of Defendants' actions, or failures to act, and the resulting sexual abuse, Amy  
16 Doe has suffered and will continue to suffer physical injuries distinct from those she suffered as a  
17 result of the non-sexual abuse, including some or all of the following: nightmares, insomnia, loss  
18 of appetite, social withdrawal, and emotional detachment. In conjunction with or in addition to  
19 the aforementioned injuries, as a result of Defendants' actions or failures to act and the resulting  
20 sexual abuse, Amy Doe has suffered and will continue to suffer severe and debilitating mental  
21 and emotional injuries distinct from the injuries she suffered as a result of the non-sexual abuse,  
22 including some or all of the following: pain and suffering, emotional trauma, and permanent  
23 psychological damage. All of the aforementioned injuries have caused and will cause Amy Doe  
24 non-economic damages in the amount of \$2,000,000.00, the exact amount to be proven at trial.

25 ////

26 ////

1 46.

2 As an additional result and consequence of Boys and Girls Club Defendants' actions or  
3 failures to act and the resulting sexual abuse, Amy Doe has incurred and will incur economic  
4 damages distinct from the injuries she suffered as a result of the non-sexual abuse, including  
5 some or all of the following: costs for counseling and psychiatric and psychological medical  
6 treatment, all to her economic damages in the amount of \$1,000,000.00, the exact amount to be  
7 proven at trial.

8 47.

9 Boys and Girls Club Defendants' failures, as described in paragraph 43, created a  
10 foreseeable risk of harm to the safety of children in Defendants' care, including Plaintiff. This  
11 conduct amounted to Defendants knowingly allowing, permitting, or encouraging child sexual  
12 abuse. Plaintiff's interest in being free from sexual abuse is an interest of a kind that the law  
13 protects against negligent invasion.

14 48.

15 Boys and Girls Club Defendants' failure to undertake reasonable sexual abuse prevention  
16 measures, as described in paragraph 43, was unreasonable in light of the knowledge Defendants  
17 had as to the risk of harm posed by C.B., and the risk of child abuse in BGCA Clubs and  
18 programs generally. Defendants' failures were direct and foreseeable causes of all or some of  
19 Plaintiff's sexual abuse and resulting damages as described in paragraphs 45 and 46.

20 49.

21 In its negligence toward Amy Doe, Boys and Girls Club Defendants acted with malice or  
22 a reckless and outrageous indifference to a highly unreasonable risk of harm and with a conscious  
23 indifference to the health, safety, and welfare of Amy Doe. Amy Doe hereby gives notice of her  
24 intent to move to add allegations of punitive damages against Defendants at any time after the  
25 filing of this Complaint.



1 in light of the knowledge Defendants had as to the risk of harm posed by C.B. and the barriers to  
2 adequate supervision posed by the facility design.

3 56.

4 In light of Boys and Girls Club Defendants' knowledge regarding C.B.'s inappropriate  
5 actions toward minors, as well as other prior similar incidents since at least 2000, and/or the  
6 failure to make the premises safe, Defendants' aforementioned failures breached the duty to  
7 protect Plaintiff arising from the invitee relationship and created a foreseeable risk of harm to  
8 participants of the summer program, including Plaintiff.

9 57.

10 Boys and Girls Club Defendants' failures were direct and foreseeable causes of all or  
11 some of Plaintiff's injury and damages as described in paragraphs 33 and 34, above, which are  
12 distinct from those injuries resulting from the sexual abuse.

13 58.

14 In its negligence toward Plaintiff, Boys and Girls Club Defendants acted with malice or a  
15 reckless and outrageous indifference to a highly unreasonable risk of harm and with a conscious  
16 indifference to the health, safety, and welfare of Plaintiff. Plaintiff provides notice of her intent  
17 to move to add allegations of punitive damages against Defendants at any time after filing this  
18 Complaint.

19  
20 **(COUNT IV: Dangerous Premises Leading to Sexual Abuse)**

21 59.

22 Plaintiff re-alleges and incorporates by reference paragraphs 1 through 26 and 39 through  
23 49, above.

24 60.

25 Boys and Girls Club Defendants invited and encouraged members of the public, such as  
26 Plaintiff and her family, to participate in activities, programs, and services offered by Defendants

1 at the Ontario Club.

2 61.

3 While Plaintiff was on Defendants' premises at the Ontario Club, Defendants had a duty  
4 to take reasonable steps to protect Plaintiff from reasonably foreseeable harm by third parties.

5 62.

6 It was foreseeable that a participant would be sexually abused as a result of Defendants'  
7 lack of policies and procedures regarding supervision of summer program participants, such as  
8 the failure to set or enforce an adequate staff-participant ratio, the failure to accompany Plaintiff  
9 to the restroom, and the failure to conduct regular sweeps and inspection of isolated areas. It was  
10 likewise foreseeable that a participant would sexually abuse a fellow participant in light of the  
11 known dangers posed by the structure and design of local clubs, including but not limited to the  
12 failure to monitor the entrance to the restroom facilities and the lack of clear line of sight  
13 between the restroom and Defendants' staff.

14 63.

15 As an invitee, Plaintiff was a member of the class of individuals to be protected by Boys  
16 and Girls Club Defendants while on Defendants' premises. The sexual abuse of Plaintiff by C.B.  
17 occurred on Defendants' premises.

18 64.

19 On information and belief, Boys and Girls Club Defendants' failure to undertake  
20 reasonable sexual abuse prevention measures described in paragraph 43 was unreasonable in  
21 light of the knowledge Defendants had as to the risk of harm posed by C.B. and the barriers to  
22 adequate supervision posed by the facility design.

23 65.

24 In light of Boys and Girls Club Defendants' knowledge regarding C.B.'s inappropriate  
25 actions toward minors, as well as other prior similar incidents since at least 2000, and/or the  
26 failure to make the premises safe, Defendants' failures described in paragraph 43 breached the



1 duty to protect Plaintiff arising from the invitee relationship and created a foreseeable risk of  
2 harm to participants of the summer program, including Plaintiff.

3 66.

4 Boys and Girls Club Defendants' failures were direct and foreseeable causes of all or  
5 some of Plaintiff's injury and damages as described in paragraphs 45 and 46, which are distinct  
6 from those injuries resulting from the non-sexual abuse.

7 67.

8 In its negligence toward Plaintiff, Boys and Girls Club Defendants acted with malice or a  
9 reckless and outrageous indifference to a highly unreasonable risk of harm and with a conscious  
10 indifference to the health, safety, and welfare of Plaintiff. Plaintiff provides notice of her intent  
11 to move to add allegations of punitive damages against Defendants at any time after filing this  
12 Complaint.

13  
14 **SECOND CLAIM FOR RELIEF**  
15 *Against All Defendants*  
16 *(Fraud/Misrepresentation)*

17 68.

18 Plaintiff realleges and incorporates by reference paragraphs 1 through 67.

19 69.

20 At all times relevant to this Complaint, Boys and Girls Club Defendants invited and  
21 encouraged Plaintiff to participate in the Ontario Club program that they administered and  
22 controlled, all while promoting their program as being physically, emotionally, and sexually safe  
23 and beneficial for children, as described in paragraphs 1-26. This invitation created a special,  
24 fiduciary relationship wherein Plaintiff and her parents relied upon Defendants' expertise and  
25 judgment in creating and maintaining safe environments for children participating in Defendants'  
26 programs.

70.

On information and belief, based on prior incidents leading up prior to 2000, Boys and Girls Club Defendants knew that safety protocols and procedures as set out in paragraphs 31 and 43, above – including adequate supervision and training, appropriate staff to child ratios, and facilities inspections – are necessary to prevent the abuse of minor children participating in their programs. In addition or in the alternative, on information and belief, prior to C.B.’s abuse of Plaintiff, Defendants knew that C.B. had attacked minor female children, and thus knew that C.B. posed a specific danger to minor female participants in the summer program, such as Plaintiff.

71.

On information and belief, at all times relevant to this Complaint, Boys and Girls Club Defendants misrepresented, failed to disclose, and/or actively concealed the danger posed by BGCA and its programs due to the inadequate child protection policies, inadequate supervision, inadequate staff-to-children ratio, dangerous premises and facilities, as well as the specific dangerousness of C.B. In the alternative or in conjunction with the above, Defendants affirmatively represented that its programs were safe and wholesome, and that all local clubs conform to BGCA’s mandatory requirements (set out in paragraphs 1-26). These assertions, misrepresentations, non-disclosures, concealments, silence and related conduct are hereinafter referred to collectively as “representations.”

72.

Defendants had a duty to disclose known threats to the health and safety of the minors involved within their organization. In the alternative, Defendants’ invitation to Plaintiff to participate in BGCA upon payment of a fee required Defendants to disclose all matters material to entering into the transaction. Such material matters included the dangerousness of BGCA’s clubs, inadequate oversight of the program, dangerous premises, and the specific dangerousness of C.B. These facts would have been particularly material to Plaintiff’s decision to enter into or

1 remain in the transaction with Defendants.

2 73.

3 Boys and Girls Club Defendants' false representations regarding the safety of BGCA  
4 programs (in general) and the dangerousness posed by C.B. (in particular) are material because,  
5 had Plaintiff known or been given prior warnings of these dangers, such information would have  
6 influenced Plaintiff's conduct in relation to BGCA. Specifically, if Plaintiff or her guardians had  
7 been aware of these facts, Plaintiff would not have entered into or continued to be in a  
8 relationship with Defendants or Defendants' agent, would not have participated or remained in  
9 the BGCA program, and/or would have been on guard against abuse, including by C.B.

10 74.

11 On information and belief, Boys and Girls Club Defendants knew that their  
12 representations regarding the safety of the programs and BGCA clubs in general were false,  
13 misleading, unfounded and/or were made with reckless disregard for the truth.

14 75.

15 On information and belief, Boys and Girls Club Defendants' representations were made  
16 with the intent of inducing Plaintiff (and other similarly situated children), Plaintiff's parents  
17 (and other similarly situated parents and guardians), and the community at large to rely on such  
18 representations and thereby continue to be involved with and trust Defendants and the BGCA  
19 program.

20 76.

21 Plaintiff and her parents relied on Boys and Girls Club Defendants' representations in  
22 allowing Plaintiff to engage in a trust relationship with Defendants. The reliance of Plaintiff and  
23 her parents was justified because they did not know, nor could they have known of C.B.'s  
24 propensities, or the dangers posed by Defendants' programs.

25 ////

26 ////

77.

Plaintiff and her parents reasonably relied on Defendants' representations, and reasonably believed that BGCA clubs provided a safe environment for children such as Plaintiff (in accordance with their representations). Plaintiff and her parents acted to their detriment in allowing Plaintiff to participate in Defendants' programs and Plaintiff was harmed as a result of this reliance.

78.

Boys and Girls Club Defendants' misrepresentations amounted to knowingly allowing, permitting, or encouraging child abuse within the meaning of ORS 12.117.

79.

As a direct consequence of Boys and Girls Club Defendants' conduct and representations, Plaintiff suffered the non-sexual abuse and distinct resulting damages described in paragraphs 33 and 34 above. As a further direct consequence of Boys and Girls Club Defendants' conduct and representations, Plaintiff suffered the sexual abuse and distinct resulting damages described in paragraphs 45 and 46, above.

80.

On information and belief, Defendants acted with malice or a reckless and outrageous indifference to a highly unreasonable risk of harm and with a conscious indifference to the health, safety, and welfare of children in BGCA clubs, including Plaintiff. Plaintiff hereby provides notice of her intent to move to add punitive damages against Defendants at any time after the filing of this Complaint.

////

////

////

////

////

1 **THIRD CLAIM FOR RELIEF**

2 Against all Defendants

3 (ORS 124.100 — Abuse of Vulnerable Person)

4 81.

5 Plaintiff realleges and incorporates by reference paragraphs 1 - 80, above.

6 82.

7 Plaintiff was at all material times a person with a disability and a vulnerable person  
8 pursuant to ORS 124.100(l)(d), 124.010 (l)(e)(c) and 124.100 (l)(e)(D) respectively.

9 83.

10 Pursuant to ORS 124.100(4), the conduct described in paragraphs 1 through 80, above,  
11 constituted “physical abuse” as defined under ORS 124.105. In addition, or in the alternative,  
12 Defendants’ conduct described in paragraphs 1 through 80 above amounted to “recklessly  
13 endangering another person,” constituting physical abuse as defined under ORS 124.105(1).

14 84.

15 By the conduct described in paragraphs 1 through 80 above, Defendants caused the  
16 physical abuse of Plaintiff pursuant to ORS 124.100(2).

17 85.

18 On information and belief, by the conduct described in paragraphs 1 through 80,  
19 Defendants permitted others to engage in physical abuse of Plaintiff, knowingly acted and/or  
20 failed to act under circumstances in which a reasonable person should have known of the  
21 physical abuse of Plaintiff, and recklessly endangered Plaintiff, and therefore are further subject  
22 to action pursuant to ORS 124.100(2) and (5).

23 86.

24 As a result of Defendants’ conduct as described in paragraphs 1 through 85, above,  
25 Plaintiff suffered the injury and damage described in paragraphs 22, 33, 34, 45, and 46, above.

87.

This lawsuit is timely pursuant to ORS 124.130, because it is brought within seven years of Plaintiff's discovery of Defendants' physically abusive conduct as defined in ORS 124.100, *et seq.*

88.

If successful on her Third Claim for Relief, Plaintiff is entitled to treble all economic damages, treble all non-economic damages, and reasonable attorney fees pursuant to ORS 124.100(2).

**WHEREFORE**, Amy Doe prays for judgment against Defendant as follows:

1. On Count 1 and 3 of Plaintiff's First claim for Relief, non-economic damages in the amount of \$1,000,000.00, the exact amount to be determined by the jury at trial;

2. On Count 2 and 4 of Plaintiff's First claim for Relief, non-economic damages in the amount of \$2,000,000.00, the exact amount to be determined by the jury at trial;

3. On Count 1 and 3 of Plaintiff's First claim for Relief, economic damages in the amount of \$1,000,000.00, the exact amount to be determined by the jury at trial;

4. On Count 2 and 4 of Plaintiff's First claim for Relief, economic damages in the amount of \$1,000,000.00, the exact amount to be determined by the jury at trial;

5. On Plaintiff's Second Claim for Relief, non-economic damages in the amount of \$3,000,000.00, the exact amount to be determined by the jury at trial;

6. On Plaintiff's Second Claim for Relief, economic damages in the amount of \$2,000,000.00, the exact amount to be determined by the jury at trial;

7. On Plaintiff's Third Claim for Relief, an amount equal to three times all non-economic damages pursuant to ORS 124.100(2)(a);

8. On Plaintiff's Third Claim for Relief, an amount equal to three times all economic damages pursuant to ORS 124.100(2)(a);

9. On Plaintiff's Third Claim for Relief, reasonable attorney fees incurred by the

1 plaintiff pursuant to ORS 124.100(2)(c);

2 10. On Plaintiff's Third Claim for Relief, such other relief as the court deems just and  
3 proper, including appropriate orders pursuant to ORS 124.120;

4 11. For Plaintiff's costs and disbursements necessarily incurred in the bringing of this  
5 action;

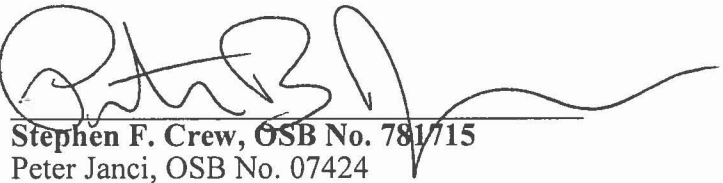
6 12. Any applicable pre-judgment and post-judgment interest at 9%; and

7 13. For any other relief this Court deems just and equitable.

8  
9 DATED this 31<sup>st</sup> day of January, 2017.

10  
11 CREW Janci LLP

12  
13  
14 Trial Attorney:

  
Stephen F. Crew, OSB No. 781/15  
Peter Janci, OSB No. 07424

15 *Of Attorneys for Plaintiff*  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26