

1 ASSEMBLIES OF GOD, a foreign non-profit religious corporation; THE SOUTHERN
2 CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, a California non-
3 profit religious corporation; JAMES DAVIS, an individual; and DOES 6 through 100, inclusive,
4 as follows:

5 **NATURE OF THE ACTION**

6 1. Between approximately 1991 and 1994, when Plaintiff JOHN ROE 9 was a
7 minor child and a member, congregant, and student of Defendants, RIVERDALE ASSEMBLY
8 OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF
9 THE ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL
10 OF THE ASSEMBLIES OF GOD, in Riverdale, California, he was groomed and sexually
11 molested by JAMES DAVIS (“DAVIS”), a music director, photography director, choir director
12 and youth choir tour chaperone of Defendant RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
13 RIVERDALE CHRISTIAN ACADEMY. Commencing at the age of 15 years old Plaintiff
14 JOHN ROE 9 was groomed for a sexual relationship by Defendant DAVIS. At the age of 16
15 years old Defendant DAVIS initiated and maintained a pattern of sexually assaulting Plaintiff
16 JOHN ROE 9 until the time he left Defendant RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
17 RIVERDALE CHRISTIAN ACADEMY, at the age of 17 years old.

18 2. At all relevant times Defendant DAVIS was a music director, photography
19 director, choir director and youth choir tour chaperone of Defendant RIVERDALE ASSEMBLY
20 OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY. Despite the fact that Defendants
21 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY,
22 Defendant THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
23 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, knew or
24 should have known that Defendant DAVIS was a danger to children, in that he was likely to use
25 his positions with them to groom and to sexually assault them, they failed to take reasonable
26 steps to protect Plaintiff JOHN ROE 9 and other children from that danger.

27 ///
28 ///

PARTIES

1
2 3. Plaintiff, JOHN ROE 9 (“ROE 9”), is an adult male currently residing in Los
3 Angeles County, within the State of California. ROE 9 was a minor throughout the period of
4 childhood sexual assault alleged herein. At the time of filing this Complaint for childhood sexual
5 assault ROE 9 is over the age of 40 years old. At all times relevant, ROE 9 resided in Fresno
6 County, California. ROE 9 attended Defendant RIVERDALE ASSEMBLY OF GOD, INC.
7 d.b.a. RIVERDALE CHRISTIAN ACADEMY, (“Local Church”) as a congregant of the church
8 and attended school at RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
9 CHRISTIAN ACADEMY (“Academy”), located on the premises of RIVERDALE ASSEMBLY
10 OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY. ROE 9 brings this Complaint
11 pursuant to Code of Civil Procedure Section 340.1, as amended by Assembly Bill 218, for the
12 childhood sexual assault he suffered due to Defendants’ negligence and malfeasance. Thus,
13 Plaintiff’s claim for damages suffered as a result of childhood sexual assault is timely, as it is
14 filed within three years of January 1, 2020.

15 4. At all relevant times, Defendant, RIVERDALE ASSEMBLY OF GOD, INC.
16 d.b.a. RIVERDALE CHRISTIAN ACADEMY, was and is a California non-profit religious
17 corporation authorized to conduct business and is conducting business in the State of California,
18 with its principal place of business in the County of Fresno, California. At all times relevant,
19 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, had
20 responsibility for church operations in Riverdale, California.

21 5. At all relevant times, Defendant, THE GENERAL COUNCIL OF THE
22 ASSEMBLIES OF GOD, ("National Church") was and is a foreign non-profit religious
23 corporation with its principal place of business in the State of Missouri. At all times relevant,
24 THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, organized, administered and
25 directed the congregational affairs of church members in the United States. At all times relevant
26 THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, owned, operated, managed,
27 and/or controlled local churches and schools throughout California, including RIVERDALE
28

1 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, in Riverdale,
2 California.

3 6. At all relevant times, Defendant, THE SOUTHERN CALIFORNIA DISTRICT
4 COUNCIL OF THE ASSEMBLIES OF GOD, (“District Church”) was and is a California non-
5 profit religious corporation authorized to conduct business and is conducting business in the
6 State of California, with its principal place of business in Irvine, California. At all times relevant,
7 THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,
8 organized, administered and directed the congregational affairs of church members in the United
9 States. At all times relevant THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,
10 owned, operated, managed, and/or controlled local churches and schools throughout California,
11 including RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
12 ACADEMY, in Riverdale, California.

13 7. At all relevant times, Defendant DAVIS is and was an adult male who was
14 associated with, supervised, directed and controlled by RIVERDALE ASSEMBLY OF GOD,
15 INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE
16 ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF
17 THE ASSEMBLIES OF GOD. While supervised, directed and controlled by RIVERDALE
18 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL
19 COUNCIL OF THE ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA
20 DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, DAVIS committed the acts of
21 childhood sexual assault alleged herein as an employee, music director, photography director,
22 choir director and youth choir tour chaperone of RIVERDALE ASSEMBLY OF GOD, INC.
23 d.b.a. RIVERDALE CHRISTIAN ACADEMY.

24 8. At all relevant times THE GENERAL COUNCIL OF THE ASSEMBLIES OF
25 GOD, was the owner of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
26 CHRISTIAN ACADEMY, and held itself out to the public as the owner or controller of
27 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY.

28 ///

1 9. At all relevant times THE GENERAL COUNCIL OF THE ASSEMBLIES OF
2 GOD, through its agents, servants, and employees, managed, maintained, operated, and
3 controlled RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
4 ACADEMY.

5 10. At all relevant times THE GENERAL COUNCIL OF THE ASSEMBLIES OF
6 GOD, through its agents, servants, and employees, managed, maintained, operated, and
7 controlled RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
8 ACADEMY, and held out to the public its agents, servants, and employees as those who
9 managed, maintained, operated, and controlled RIVERDALE ASSEMBLY OF GOD, INC.
10 d.b.a. RIVERDALE CHRISTIAN ACADEMY.

11 11. At all relevant times THE GENERAL COUNCIL OF THE ASSEMBLIES OF
12 GOD, was responsible for and did the hiring and staffing at RIVERDALE ASSEMBLY OF
13 GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY.

14 12. At all relevant times THE GENERAL COUNCIL OF THE ASSEMBLIES OF
15 GOD, was responsible for and did the recruitment and staffing of volunteers at RIVERDALE
16 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY.

17 13. At all relevant times THE SOUTHERN CALIFORNIA DISTRICT COUNCIL
18 OF THE ASSEMBLIES OF GOD, was the owner of RIVERDALE ASSEMBLY OF GOD,
19 INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, and held itself out to the public as the
20 owner or controller of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
21 CHRISTIAN ACADEMY.

22 14. At all relevant times THE SOUTHERN CALIFORNIA DISTRICT COUNCIL
23 OF THE ASSEMBLIES OF GOD, through its agents, servants, and employees, managed,
24 maintained, operated, and controlled RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
25 RIVERDALE CHRISTIAN ACADEMY.

26 15. At all relevant times THE SOUTHERN CALIFORNIA DISTRICT COUNCIL
27 OF THE ASSEMBLIES OF GOD, through its agents, servants, and employees, managed,
28 maintained, operated, and controlled RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.

1 RIVERDALE CHRISTIAN ACADEMY, and held out to the public its agents, servants, and
2 employees as those who managed, maintained, operated, and controlled RIVERDALE
3 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY.

4 16. At all relevant times THE SOUTHERN CALIFORNIA DISTRICT COUNCIL
5 OF THE ASSEMBLIES OF GOD, was responsible for and did the hiring and staffing at
6 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY.

7 17. At all relevant times THE SOUTHERN CALIFORNIA DISTRICT COUNCIL
8 OF THE ASSEMBLIES OF GOD, was responsible for and did the recruitment and staffing of
9 volunteers at RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
10 ACADEMY.

11 18. At all relevant times DAVIS was on the staff of, acted as an agent of, and
12 served as an employee of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
13 CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and
14 THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD.

15 19. At all relevant times DAVIS was acting in the course and scope of his
16 employment with RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
17 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
18 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD.

19 20. At all relevant times THE GENERAL COUNCIL OF THE ASSEMBLIES OF
20 GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES
21 OF GOD, materially benefited from the operation of RIVERDALE ASSEMBLY OF GOD, INC.
22 d.b.a. RIVERDALE CHRISTIAN ACADEMY, including the services of DAVIS and the
23 services of those who managed and supervised DAVIS.

24 21. At all relevant times DAVIS was employed by RIVERDALE ASSEMBLY OF
25 GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF
26 THE ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL
27 OF THE ASSEMBLIES OF GOD, he used his positions as music director, photography director,
28

1 choir director and youth choir tour chaperone of RIVERDALE ASSEMBLY OF GOD, INC.
2 d.b.a. RIVERDALE CHRISTIAN ACADEMY, to groom and sexually assault ROE 9.

3 22. Despite a mandatory reporting obligation, RIVERDALE ASSEMBLY OF
4 GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF
5 THE ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL
6 OF THE ASSEMBLIES OF GOD, their directors, employees, agents, pastors and teachers knew
7 of or reasonably suspected the sexual abuse, and did not report the abuse to law enforcement.

8 23. To the extent RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
9 CHRISTIAN ACADEMY, was a different entity, corporation, or organization during the period
10 of time during which DAVIS used his positions as music director, photography director, choir
11 director and youth choir tour chaperone of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
12 RIVERDALE CHRISTIAN ACADEMY, to groom and sexually assault ROE 9, such entity,
13 corporation, or organization is hereby on notice that it is intended to be a defendant in this
14 lawsuit and is identified in the Complaint as RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
15 RIVERDALE CHRISTIAN ACADEMY.

16 24. To the extent RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
17 CHRISTIAN ACADEMY, is a successor to a different entity, corporation, or organization which
18 existed during the period of time during which DAVIS used his positions as music director,
19 photography director, choir director and youth choir tour chaperone of RIVERDALE
20 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, to groom and to
21 sexually assault ROE 9, such predecessor entity, corporation, or organization is hereby on notice
22 that it is intended to be a defendant in this lawsuit and is identified in the Complaint as
23 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY.

24 25. To the extent THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,
25 was a different entity, corporation, or organization during the period of time during which
26 DAVIS used his positions as music director, photography director, choir director and youth choir
27 tour chaperone of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
28 ACADEMY, to groom and to sexually assault ROE 9, such entity, corporation, or organization is

1 hereby on notice that it is intended to be a defendant in this lawsuit and is identified in the
2 Complaint as THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD.

3 26. To the extent THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,
4 is a successor to a different entity, corporation, or organization which existed during the period
5 of time during which DAVIS used his positions as music director, photography director, choir
6 director and youth choir tour chaperone of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
7 RIVERDALE CHRISTIAN ACADEMY, to groom and to sexually assault ROE 9 and such
8 predecessor entity, corporation, or organization is hereby on notice that it is intended to be a
9 defendant in this lawsuit and is identified in the Complaint as THE GENERAL COUNCIL OF
10 THE ASSEMBLIES OF GOD.

11 27. To the extent THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF
12 THE ASSEMBLIES OF GOD, was a different entity, corporation, or organization during the
13 period of time during which DAVIS used his positions as music director, photography director,
14 choir director and youth choir tour chaperone of RIVERDALE ASSEMBLY OF GOD, INC.
15 d.b.a. RIVERDALE CHRISTIAN ACADEMY, to groom and to sexually assault ROE 9, such
16 entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this
17 lawsuit and is identified in the Complaint as THE SOUTHERN CALIFORNIA DISTRICT
18 COUNCIL OF THE ASSEMBLIES OF GOD.

19 28. To the extent THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF
20 THE ASSEMBLIES OF GOD, is a successor to a different entity, corporation, or organization
21 which existed during the period of time during which DAVIS used his positions as music
22 director, photography director, choir director and youth choir tour chaperone of RIVERDALE
23 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, to groom and to
24 sexually assault ROE 9, such predecessor entity, corporation, or organization is hereby on notice
25 that it is intended to be a defendant in this lawsuit and is identified in the Complaint as THE
26 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD.

27 29. Defendant DOES 6 through 100, inclusive, are individuals and/or business or
28 corporate entities incorporated in and/or doing business in California whose true names and

1 capacities are unknown to Plaintiff who therefore sues such defendants by such fictitious names,
2 and who will amend the Complaint to show the true names and capacities of each such DOE
3 Defendant when ascertained. Each such Defendant DOE is legally responsible in some manner
4 for the events, happenings and/or tortious and unlawful conduct that caused the injuries and
5 damages alleged in this Complaint. Defendants RIVERDALE ASSEMBLY OF GOD, INC.
6 d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE
7 ASSEMBLIES OF GOD, THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE
8 ASSEMBLIES OF GOD, DAVIS and DOES 6 through 100, are sometimes hereinafter referred
9 to collectively as the "Defendants".

10 30. Each Defendant is the agent, servant and/or employee of other Defendants, and
11 each Defendant was acting within the course and scope of his, her or its authority as an agent,
12 servant and/or employee of the other Defendants. Defendants, and each of them, are individuals,
13 corporations, partnerships and other entities which engaged in, joined in and conspired with the
14 other wrong doers in carrying out the tortious and unlawful activities described in this
15 Complaint.

16 **BACKGROUND FACTS APPLICABLE TO ALL COUNTS**

17 31. Plaintiff is informed and believes, and upon such information and belief hereby
18 allege the following:

19 32. Defendant RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
20 CHRISTIAN ACADEMY, is located in Riverdale, County of Fresno, California, and at all times
21 relevant is and was a member church of Defendants, THE GENERAL COUNCIL OF THE
22 ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF
23 THE ASSEMBLIES OF GOD.

24 33. At all times relevant to this Complaint, Defendants operated a church in
25 Riverdale, California, and invited the participation of the public, including ROE 9, into the
26 church community. As part of the church community, minors were invited to participate in youth
27 group activities, attend the Academy for their schooling, participate in volunteer events and
28 participate in RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN

1 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
2 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,
3 sponsored youth choir tours. Additionally, members were invited to participate in other church
4 activities including mission trips, bible study, and youth choir tours throughout United States.
5 The youth choir tours and other activities were organized and chaperoned by paid staff and/or
6 volunteers that were selected, approved and maintained by Defendants and operational agents in
7 the church community. Defendants accepted these paid staff and/or volunteers as agents of
8 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY,
9 THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE SOUTHERN
10 CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD.

11 34. At all times relevant to this Complaint, Plaintiff ROE 9 attended RIVERDALE
12 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, as a congregant,
13 and attended Academy located on the premises of RIVERDALE ASSEMBLY OF GOD, INC.
14 d.b.a. RIVERDALE CHRISTIAN ACADEMY, as a student.

15 35. At all times relevant to this Complaint, DAVIS acted in the capacity as a church
16 elder, music director, choir director and photography director of RIVERDALE ASSEMBLY OF
17 GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY. Additionally, DAVIS was a
18 chaperone on RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
19 ACADEMY, youth choir tours which were sanctioned, managed, and/or controlled by
20 Defendants RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
21 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
22 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD.

23 36. At all times relevant to this Complaint, RIVERDALE ASSEMBLY OF GOD,
24 INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE
25 ASSEMBLIES OF GOD, THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE
26 ASSEMBLIES OF GOD, and DAVIS facilitated activities, including but not limited to, bible
27 study, church and Academy functions, chaperoning events including, sports activities, choir
28 activities, interstate travel for RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE

1 CHRISTIAN ACADEMY, administration of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
2 RIVERDALE CHRISTIAN ACADEMY, youth choir tour and church photography. DAVIS's
3 positions and responsibilities within RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
4 RIVERDALE CHRISTIAN ACADEMY, were evident to all church attendees as RIVERDALE
5 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY would advertise
6 DAVIS's involvement with various activities through announcements and flyers, and through the
7 operation of the Academy. At the time of the sexual assault Defendant DAVIS was employed by
8 and acted as an agent of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
9 CHRISTIAN ACADEMY, and by Academy, and was under the direct supervision, employ and
10 control of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
11 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, THE
12 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, and
13 DOES 6 through 100.

14 37. During all times relevant to this complaint, DAVIS was employed by
15 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, and
16 Academy, and was employed by and acted as an agent of RIVERDALE ASSEMBLY OF GOD,
17 INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE
18 ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF
19 THE ASSEMBLIES OF GOD, and was under their direct supervision and employment as music
20 director, photography director, choir director and youth choir tour chaperone of RIVERDALE
21 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY.

22 38. At the time of the sexual assaults alleged herein ROE 9 belonged to
23 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, and
24 regularly attended RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
25 CHRISTIAN ACADEMY, services and events sponsored by that congregation. At all relevant
26 times, ROE 9 attended school at Academy located on the premises of RIVERDALE
27 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, where DAVIS
28 was a music director, photography director, choir director and youth choir tour chaperone.

1 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, was
2 operated and controlled by senior pastors who performed duties to control, operate, supervise
3 and direct staff and volunteers at both RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
4 RIVERDALE CHRISTIAN ACADEMY, and Academy.

5 39. Plaintiff ROE 9 began attending services at RIVERDALE ASSEMBLY OF
6 GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, in the early 1990's. ROE 9 attended
7 church services, attended youth groups, participated in volunteer events, was a member of the
8 choir, attended mission trips, attended school at Academy and travelled with the youth choir on
9 interstate tours where he was housed with other minor members of the church.

10 40. At the time of the sexual assaults alleged herein Plaintiff ROE 9 was a minor,
11 he was a member and congregant of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
12 RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES
13 OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE
14 ASSEMBLIES OF GOD. Further, ROE 9 was a student at Academy.

15 41. RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
16 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
17 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, through
18 their respective agents, servants, and employees, held DAVIS out to the public, to Plaintiff, and
19 to Plaintiff's parents, as their agent and employee.

20 42. RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
21 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
22 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, through
23 their respective agents, servants, and employees, held DAVIS out to the public, to Plaintiff, and
24 to Plaintiff's parents, as having been vetted, screened, and approved by them as someone who
25 was safe and could be trusted with children.

26 43. Plaintiff ROE 9 and Plaintiff's parents reasonably relied upon the acts and
27 representations of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
28 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE

1 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, through
2 their respective agents, servants, and employees, and reasonably believed that DAVIS was an
3 agent or employee of the Defendants who was vetted, screened, and approved by it and who was
4 safe and could be trusted with children.

5 44. Plaintiff ROE 9 and Plaintiff's parents trusted DAVIS because RIVERDALE
6 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL
7 COUNCIL OF THE ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA
8 DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, held him out as someone who was
9 safe and could be trusted with the supervision, care, custody, and control of children, including
10 Plaintiff, ROE 9.

11 45. Plaintiff ROE 9 and Plaintiff's parents believed that RIVERDALE ASSEMBLY
12 OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF
13 THE ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL
14 OF THE ASSEMBLIES OF GOD, would exercise such care as would a parent of ordinary
15 prudence in comparable circumstances when the Defendants assumed supervision, care, custody,
16 and control of minor Plaintiff, including protecting Plaintiff from the danger of being sexually
17 abused.

18 46. Between approximately 1991 and 1994, ROE 9 was a minor, he was groomed
19 and sexual abused by DAVIS. Plaintiff ROE 9 was a member, congregant, and student at
20 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, and
21 between the ages 15 to 17 years old DAVIS groomed and sexually abused him in his capacity as
22 music director, photography director, choir director and youth choir tour chaperone of
23 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY.

24 47. Based on the representations of RIVERDALE ASSEMBLY OF GOD, INC.
25 d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE
26 ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF
27 THE ASSEMBLIES OF GOD, that DAVIS was safe and trustworthy, ROE 9 and his parents
28

1 allowed him to be under the supervision of, and in the care, custody, and control of Defendants
2 including when ROE 9 was sexually abused by DAVIS.

3 48. In order to sexually abuse ROE 9 and other children, DAVIS exploited the trust
4 and authority vested in him by the Defendants by grooming ROE 9 to gain his trust and to obtain
5 control over him.

6 49. Commencing in 1991 when ROE 9 was 15 years old DAVIS, in his capacity as
7 music director, photography director, choir director and youth choir tour chaperone of
8 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY,
9 began grooming ROE 9 for the purposes of initiating an inappropriate sexual relationship.

10 50. DAVIS initiated a pattern of sexual abuse when ROE 9 was approximately 16
11 years old. ROE 9 attended a church camp retreat in the Los Padres National Forest which was
12 sanctioned, managed, and/or controlled by Defendants RIVERDALE ASSEMBLY OF GOD,
13 INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE
14 ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF
15 THE ASSEMBLIES OF GOD.

16 51. At night minor church members would be segregated by gender and placed in
17 one of two structures located on the premises of the retreat, each structure was referred to by the
18 congregants as a dormitory or dorm. Each of the dorms had bunk beds for church members to
19 utilize for sleeping at night. At the church retreat minor church congregants, elder church
20 members and chaperones shared the same structure for the purpose of sleeping.

21 52. One night while on the church camp retreat in or around 1992, while ROE 9
22 was a minor, he was occupying a bunk in the boy's dormitory and DAVIS was occupying the
23 adjacent bunk. DAVIS's young son was sleeping in DAVIS's bunk with him.

24 53. DAVIS using his position of trust and authority as music director, photography
25 director, choir director and youth choir tour chaperone of RIVERDALE ASSEMBLY OF GOD,
26 INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, told ROE 9 that he was worried about his
27 young son falling out of the bunk. Thereafter, DAVIS directed ROE 9 to push their bunks
28

1 together and against the wall so DAVIS's young son would not fall from the bunk. ROE 9
2 obeyed DAVIS's instructions and pushed the bunks together.

3 54. ROE 9 thereafter fell asleep facing away from the wall with DAVIS laying
4 behind him facing the same direction. A short time later ROE 9 woke up to find that DAVIS had
5 his hands down the front of ROE 9's pajama pants and DAVIS was committing a wrongful
6 sexual act upon him. In shock of the wrongful sexual act that was being committed upon him
7 ROE 9 pretended to remain asleep.

8 55. At the conclusion of the wrongful sexual act DAVIS went to the dormitory
9 bathroom and cleaned himself. Thereafter he returned to the bunk, laid between ROE 9 and
10 DAVIS's young son, and fell asleep.

11 56. Upon hearing DAVIS's snoring ROE 9 got out of the bunk and exited the boy's
12 dormitory. ROE 9 spent the rest of the night awake outside the dormitory confused and scared
13 from the sexual assault committed by DAVIS.

14 57. Approximately 3 weeks after returning from the church retreat, ROE 9 went to a
15 modular trailer located on the premises of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
16 RIVERDALE CHRISTIAN ACADEMY, to get a haircut from DAVIS.

17 58. After the haircut, ROE 9 informed DAVIS that he was awake on the night of the
18 sexual assault and DAVIS responded that he knew ROE 9 was awake. Thereafter, DAVIS stood
19 ROE 9 up, unbuckled his belt and unzipped his pants, DAVIS committed a wrongful sexual act
20 upon ROE 9.

21 59. After the sexual assault in the modular trailer located on the premises of
22 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY,
23 DAVIS used his position as music director, photography director, choir director and youth choir
24 tour chaperone of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
25 ACADEMY, to continue to sexually assault, abuse and molest ROE 9 while he was a minor.

26 60. DAVIS commenced a continuous sexual relationship, comprised of sexual
27 assault, abuse and wrongful sexual acts with ROE 9 between 1992 and 1994.

28 ///

1 61. The sexual abuse of ROE 9 by DAVIS occurred using the tasks, premises, or
2 instrumentalities that the Defendants entrusted to DAVIS, including the classrooms, bathrooms,
3 modular trailers, the congregation room, the photography dark room located on the premises of
4 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY.

5 62. DAVIS’s sexual abuse of ROE 9 occurred during activities that were sponsored
6 by, or were a direct result of activities sponsored by RIVERDALE ASSEMBLY OF GOD, INC.
7 d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE
8 ASSEMBLIES OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF
9 THE ASSEMBLIES OF GOD, including at and during school, church retreats and at church
10 sponsored activities.

11 63. Upon graduation from Academy ROE 9 left RIVERDALE ASSEMBLY OF
12 GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY. At the age of 17 years old when
13 ROE 9 was attending university, DAVIS visited him numerous times at university and continued
14 the pattern of sexual abuse.

15 64. ROE 9’s university roommate grew concerned and informed the university
16 guidance counselor of DAVIS’s visits. The guidance counselor informed ROE 9 that she had
17 performed a mandated reporting of DAVIS’s sexual abuse.

18 65. After ROE 9 was informed of the mandated reporting, he called the senior
19 pastor of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
20 ACADEMY, Charles Spencer Sr., who requested ROE 9 come to his house to discuss the matter.

21 66. Upon entering the living room of Charles Spencer, Sr.’s house, ROE 9 found
22 the following individuals present: the wife of Charles Spencer Sr., senior pastor Wilma Spencer;
23 associate pastor, Christian education supervisor and children’s director, Brian Spencer and his
24 wife, Susie Spencer; DAVIS and his wife, Darla Davis; associate pastor and principal of
25 Riverdale Christian Academy, Doug Spencer, Sr. and his wife, Teri Spencer; associate pastor
26 and Riverdale Christian Academy teacher and/or supervisor, Charles Spencer, Jr.; and associate
27 pastor Doug Spencer, Jr.

28 //

1 67. Thereafter, the aforementioned RIVERDALE ASSEMBLY OF GOD, INC.
2 d.b.a. RIVERDALE CHRISTIAN ACADEMY, and Academy elders, employees, directors,
3 senior pastors, associate pastors, teachers and directors, berated, criticized, scolded and
4 humiliated ROE 9 for seducing and tempting DAVIS to engage in a wrongful sexual relationship
5 with ROE 9 while he was a minor.

6 68. Humiliated and shamed, ROE 9 was made to apologize for the childhood sexual
7 abuse perpetrated upon him by DAVIS. ROE 9 is informed and believes that the aforementioned
8 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, and
9 Academy, elders, employees, directors, senior pastors, associate pastors, teachers and directors'
10 intention in calling him to the house of Charles Spencer, Sr., was to shame, embarrass and
11 threaten him from disclosing DAVIS's prolonged sexual abuse.

12 69. DAVIS's sexual abuse of ROE 9 was unlawful sexual molestation under
13 California law, including California Code of Civil Procedure Section 340.1.

14 70. At all relevant times RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
15 RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES
16 OF GOD, and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE
17 ASSEMBLIES OF GOD, through their agents, servants, and employees, knew or should have
18 known that DAVIS was a danger to children, in that he was likely to sexually abuse them.

19 71. It was reasonably foreseeable to Defendants, through their agents, servants, and
20 employees, that DAVIS's sexual abuse of children would likely result in injury to others,
21 including the sexual abuse of ROE 9 and other children by DAVIS.

22 72. RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
23 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
24 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, through
25 their agents, servants, and employees, knew or should have known that DAVIS was sexually
26 abusing children at RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
27 CHRISTIAN ACADEMY, including ROE 9.

28 ///

1 73. RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
2 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
3 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, through
4 their respective agents, servants, and employees, consciously and recklessly disregarded their
5 knowledge that DAVIS would use his positions with the Defendants to sexually abuse children,
6 including Plaintiff ROE 9.

7 74. RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
8 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
9 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, through
10 their respective agents, servants, and employees, acted in concert with each other and/or with
11 DAVIS to conceal the danger that DAVIS posed to children, including ROE 9, so that DAVIS
12 could continue serving the church despite their knowledge of that danger.

13 75. RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
14 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
15 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, through
16 their respective agents, servants, and employees, acted in concert with each other and/or with
17 DAVIS to enable DAVIS to sexually abuse children, including Plaintiff.

18 76. RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
19 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
20 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, through
21 their respective agents, servants, and employees, knew that their negligent, reckless, and
22 outrageous conduct would inflict severe emotional and psychological distress, as well as
23 personal physical injury on others, including Plaintiff ROE 9.

24 77. RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN
25 ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE
26 SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, through
27 their respective agents, servants, and employees, concealed the sexual abuse of children by
28 pastors, teachers, school administrators, volunteers, and others, including Jim Davis, in order to

1 conceal their own bad acts in failing to protect children from being abused, to protect their
2 reputations, and to prevent victims of such sexual abuse from coming forward during the
3 extremely limited statute of limitations prior to the enactment of the recent legislative
4 amendment that allows Plaintiff to pursue his claim now, despite knowing that those pastors,
5 other religious persons, teachers, school administrators, and other persons would continue to
6 molest children.

7 78. As a result of the above-described conduct, Plaintiff ROE 9 has suffered, and
8 will continue to suffer great pain of mind and body, shock, emotional distress, physical
9 manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation,
10 and loss of enjoyment of life; has suffered and continues to suffer spiritually; were prevented and
11 will continue to be prevented from performing Plaintiff's daily activities and obtaining the full
12 enjoyment of life; will sustain loss of earnings and earning capacity; and/or has incurred and will
13 continue to incur expenses for medical and psychological treatment, therapy, and counseling.

14 **FIRST CAUSE OF ACTION**

15 **(Negligence)**

16 **Against RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN**
17 **ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE**
18 **SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,**
19 **DAVIS, and DOES 6 through 100**

20 79. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth herein.

21 80. Defendants, RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
22 CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,
23 THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,
24 DAVIS, and DOES 6 through 100, had a duty to protect the minor Plaintiff while he was
25 entrusted to their care by Plaintiff's parents. Plaintiff's care, welfare, and/or physical custody
26 were temporarily entrusted to Defendants. Defendants voluntarily accepted the entrusted care of
27 Plaintiff. As such, Defendants owed Plaintiff, a minor child, a special duty of care, in addition to
28

1 a duty of ordinary care, and owed Plaintiff the higher duty of care that adults dealing with
2 children owe to protect them from harm.

3 81. All Defendants had a duty to control DAVIS and to prevent him from sexually
4 assaulting and molesting children. Defendants were aware, prior to the conclusion of the sexual
5 abuse of Plaintiff listed herein, of DAVIS's dangerous and exploitive propensities. Defendants
6 were also aware that they had the ability to place restrictions on DAVIS's access to children, give
7 warnings to the congregation, and otherwise control DAVIS's conduct. Defendants therefore
8 assumed a duty to prevent DAVIS from sexually assaulting and molesting children. Defendants
9 also had a duty to report known or suspected child abuse or neglect by DAVIS to law
10 enforcement.

11 82. Defendants had a special duty to investigate and not employ DAVIS in his
12 position as music director, photography director, choir director and youth choir tour chaperone of
13 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY.
14 Defendants knew that DAVIS was likely to harm others in light of the work entrusted to him.

15 83. Defendants, by and through their agents, servants and employees, knew or
16 reasonably should have known of DAVIS's dangerous and exploitive propensities and/or that
17 DAVIS was an unfit agent. It was foreseeable that if Defendants did not adequately exercise or
18 provide the duty of care owed to children in their care, including but not limited to Plaintiff, the
19 children entrusted to Defendants' care would be vulnerable to sexual abuse by DAVIS.

20 84. Defendants breached their duty of care to the minor Plaintiff by allowing,
21 enabling and permitting DAVIS to have access to Plaintiff; by failing to investigate or otherwise
22 confirm or deny such facts about DAVIS; by failing to tell or concealing from Plaintiff,
23 Plaintiff's parents, guardians, or law enforcement officials that DAVIS was or may have been
24 sexually abusing Plaintiff; by failing to tell or concealing from Plaintiff's parents, guardians, or
25 law enforcement officials that Plaintiff was or may have been sexually abused after Defendants
26 knew or had reason to know that DAVIS may have sexually abused Plaintiff, thereby creating
27 the circumstance where Plaintiff was less likely to receive medical/mental health care and
28 treatment, thus exacerbating the harm done to Plaintiff; by holding out DAVIS to the Plaintiff

1 and his parents or guardians as being in good standing and trustworthy; and/or by failing to
2 report known child abuse of Plaintiff by DAVIS to law enforcement. Defendants cloaked within
3 the facade of normalcy Defendants' and/or DAVIS's contact and/or actions with the Plaintiff
4 and/or with other minors who were victims of DAVIS, and/or disguised the nature of the sexual
5 abuse and contact.

6 85. As a result of the above-described conduct, Plaintiff has suffered, and continues
7 to suffer great pain of mind and body, shock, emotional distress, physical manifestations of
8 emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of
9 enjoyment of life; has suffered and continues to suffer spiritually; was prevented and will
10 continue to be prevented from performing Plaintiff's daily activities and obtaining the full
11 enjoyment of life; will sustain loss of earnings and earning capacity; and/or has incurred and will
12 continue to incur expenses for medical and psychological treatment, therapy, and counseling.

13 **SECOND CAUSE OF ACTION**

14 **(Claim for Childhood Sexual Assault Pursuant to C.C.P. § 340.1)**

15 **Against RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN**
16 **ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE**
17 **SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,**
18 **DAVIS, and DOES 6 through 100**

19 86. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth herein.

20 87. Between approximately 1991 and 1994, when Plaintiff ROE 9 was
21 approximately 15 to 17 years old, DAVIS engaged in grooming and unpermitted, harmful, and
22 offensive sexual conduct and contact upon the person of Plaintiff ROE 9.

23 88. Said conduct was undertaken while DAVIS was an agent, managing agent,
24 employee, and/or servant of the Defendants, RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
25 RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES
26 OF GOD, THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES
27 OF GOD, and DOES 6 through 100, and while DAVIS was acting in the course and scope of his
28 employment, agency, and/or service with the Defendants.

1 89. Said conduct of DAVIS was known to and ratified by the Defendants.

2 90. Each Defendant had a duty to take reasonable steps to protect Plaintiff ROE 9, a
3 minor male, from foreseeable harm when he was in their care, custody, and control.

4 91. During the time that DAVIS was working for and serving the Defendants, each
5 Defendant had a duty to use reasonable care to prevent DAVIS from using the tasks, premises,
6 and instrumentalities of his position with the Defendants to target, groom, and sexually abuse
7 children, including Plaintiff ROE 9.

8 92. Each Defendant breached the foregoing duties by failing to use reasonable care
9 to protect Plaintiff ROE 9 from DAVIS, and allowed DAVIS to groom and to sexually assault
10 the minor male.

11 93. As a direct and proximate result of the above-described conduct Plaintiff ROE 9
12 suffered and will continue to suffer, great pain of mind and body, shock, emotional distress,
13 physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace,
14 humiliation, and loss of enjoyment of life, and Plaintiff was prevented from performing daily
15 activities and obtaining the full enjoyment of life.

16 94. Between 1992 and 1994, DAVIS engaged in unpermitted, harmful and
17 offensive sexual contact upon the person of Plaintiff ROE 9, Defendants, RIVERDALE
18 ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL
19 COUNCIL OF THE ASSEMBLIES OF GOD, THE SOUTHERN CALIFORNIA DISTRICT
20 COUNCIL OF THE ASSEMBLIES OF GOD, and DOES 6 through 100, ratified or approved of
21 that sexual contact.

22 95. Defendant DAVIS was aided in committing the harmful and offensive touching
23 of Plaintiff by his status as an agent of Defendants, RIVERDALE ASSEMBLY OF GOD, INC.
24 d.b.a. RIVERDALE CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE
25 ASSEMBLIES OF GOD, THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE
26 ASSEMBLIES OF GOD, and DOES 6 through 100.

27 96. Without his position as music director, photography director, choir director and
28 youth choir tour chaperone of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE

1 CHRISTIAN ACADEMY, DAVIS could not have accomplished the harmful and offensive
2 touching of Plaintiff.

3 97. As a result of the above-described conduct, Plaintiff has suffered, and continues
4 to suffer great pain of mind and body, shock, emotional distress, physical manifestations of
5 emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of
6 enjoyment of life; has suffered and continues to suffer spiritually; was prevented and will
7 continue to be prevented from performing Plaintiff's daily activities and obtaining the full
8 enjoyment of life; will sustain loss of earnings and earning capacity; and/or has incurred and will
9 continue to incur expenses for medical and psychological treatment, therapy, and counseling.

10 **THIRD CAUSE OF ACTION**

11 **(Negligent Supervision/Failure to Warn)**

12 **Against Defendants RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE**
13 **CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,**
14 **and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF**
15 **GOD, and DOES 6 through 100**

16 98. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth herein.

17 99. Defendants, RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
18 CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,
19 THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,
20 and DOES 6 through 100, had a duty to provide reasonable supervision of DAVIS; to use
21 reasonable care in investigating Defendant DAVIS; and to provide adequate warning to Plaintiff,
22 Plaintiff's parents and other minor congregants of DAVIS's dangerous propensities and
23 unfitness.

24 100. Defendants, RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
25 CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,
26 THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,
27 and DOES 6 through 100, by and through their agents, servants and employees, knew or
28 reasonably should have known of DAVIS's dangerous and exploitive propensities and/or that

1 DAVIS was an unfit agent. Despite such knowledge, Defendants negligently failed to supervise
2 DAVIS in the position of trust and authority as music director, photography director, choir
3 director and youth choir tour chaperone of RIVERDALE ASSEMBLY OF GOD, INC. d.b.a.
4 RIVERDALE CHRISTIAN ACADEMY, where he was able to commit the wrongful acts
5 against Plaintiff. Defendants failed to provide reasonable supervision of DAVIS, failed to use
6 reasonable care in investigating DAVIS, and failed to provide adequate warning to Plaintiff and
7 Plaintiff's family of DAVIS's dangerous propensities and unfitness. Defendants further failed to
8 take reasonable measures to prevent future sexual abuse.

9 101. As a result of the above-described conduct, Plaintiff has suffered, and continues
10 to suffer great pain of mind and body, shock, emotional distress, physical manifestations of
11 emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of
12 enjoyment of life; has suffered and continues to suffer spiritually; was prevented and will
13 continue to be prevented from performing Plaintiff's daily activities and obtaining the full
14 enjoyment of life; will sustain loss of earnings and earning capacity; and/or has incurred and will
15 continue to incur expenses for medical and psychological treatment, therapy, and counseling.

16 **FOURTH CAUSE OF ACTION**

17 **(Negligent Hiring/Retention)**

18 **Against Defendants RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE**
19 **CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,**
20 **and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF**
21 **GOD, and DOES 6 through 100**

22 102. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth herein.

23 103. Defendants, RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
24 CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,
25 THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,
26 and DOES 6 through 100, had a duty to not hire and/or retain Defendant DAVIS, and other
27 employees, agents, volunteers, and other representatives, given Defendant DAVIS's dangerous
28 and exploitive propensities.

1 107. Defendants, RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
2 CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,
3 THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,
4 and DOES 6 through 100, conduct was extreme and outrageous and was intentional or done
5 recklessly.

6 108. Defendant DAVIS's conduct in sexually assaulting Plaintiff was extreme and
7 outrageous and was intentional.

8 109. Defendants, RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
9 CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,
10 THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,
11 and DOES 6 through 100, ratified or approved of the extreme and outrageous conduct of
12 Defendant DAVIS.

13 110. As a result of Defendants' conduct, Plaintiff experienced and continues to
14 experience severe emotional distress resulting in bodily harm.

15 111. As a result of the above-described conduct, Plaintiff has suffered, and continues
16 to suffer physical injury, shock, emotional distress, physical manifestations of emotional distress,
17 embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; has
18 suffered and continues to suffer spiritually; was prevented and will continue to be prevented
19 from performing Plaintiff's daily activities and obtaining the full enjoyment of life; will sustain
20 loss of earnings and earning capacity; and/or has incurred and will continue to incur expenses for
21 medical and psychological treatment, therapy, and counseling.

22 **SIXTH CAUSE OF ACTION**

23 **(Breach Of Statutory Duty – California Civil Code§ 51.7)**

24 **Against RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN**
25 **ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, and THE**
26 **SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,**
27 **DAVIS, and DOES 6 through 100**

28 112. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth herein.

1 113. Pursuant to California Civil Code § 51.7(a), Plaintiff has the right to be free from
2 any violence, or intimidation by threat of violence, committed against their person on account of
3 his gender. DAVIS had a statutory duty to not perpetrate violence or the threat of violence upon
4 Plaintiff. Defendants repeatedly breached that duty as alleged in the facts above.

5 114. Defendants, RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE
6 CHRISTIAN ACADEMY, THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD,
7 THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD,
8 and DOES 6 through 100, ratified or approved of the violence against them committed by
9 Defendant DAVIS.

10 115. At all material times, Plaintiff was a person within the jurisdiction of this State
11 and, at all material times, Defendants were required to comply with the laws of this State,
12 including, but not limited to, California Civil Code § 51.7.

13 116. As a result of the above-described conduct, Plaintiff suffered, and continues to
14 suffer physical injury, shock, emotional distress, physical manifestations of emotional distress,
15 embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; has
16 suffered and continues to suffer spiritually; was prevented and will continue to be prevented
17 from performing Plaintiff's daily activities and obtaining the full enjoyment of life; will sustain
18 loss of earnings and earning capacity; and/or has incurred and will continue to incur expenses for
19 medical and psychological treatment, therapy and counseling.


20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1 **WHEREFORE**, Plaintiff prays for a jury trial and for judgment against Defendants,
2 RIVERDALE ASSEMBLY OF GOD, INC. d.b.a. RIVERDALE CHRISTIAN ACADEMY,
3 THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, THE SOUTHERN
4 CALIFORNIA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, DAVIS and DOES 6
5 through 100, and each of them, as follows:

- 6 1. General damages in an amount to be shown according to proof at the time of
7 trial;
- 8 2. Special damages including medical and psychological care expenses in an
9 amount to be shown according to proof at the time of trial;
- 10 3. Treble damages, pursuant to CCP § 340.1(b);
- 11 4. Costs of suit incurred herein;
- 12 5. For punitive damages;
- 13 6. For prejudgment and post-judgment interest as may be allowed; and
- 14 7. Such other and further relief as this Court deems just and proper.

15 DATED: May 20, 2022

16 DIAS HALL INC.
17 A Professional Corporation

18 
19
20 _____
21 STEVEN S. DIAS,
22 Attorney for Plaintiff,
23 JOHN ROE 9
24
25
26
27
28