

FILED

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K. NORTON, CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CALIF.

By D. Wigner
D. Wigner, Deputy Clerk

Attorneys for Plaintiff

8 SUPERIOR COURT OF STATE OF CALIFORNIA
9 COUNTY OF CONTRA COSTA (UNLIMITED JURISDICTION)

10 JANE DOE, a minor, by and through ROSITA
11 PRECIADO as parent and Guardian ad Litem,

CASE NO. **08 00311**

12 Plaintiff,

COMPLAINT FOR DAMAGES
(1) CHILDHOOD SEXUAL ABUSE

13 vs.

(2) SEXUAL BATTERY;
(3) SEXUAL ASSAULT;
(4) NEGLIGENCE-HIRING,
RETENTION, AND SUPERVISION;
(5) SEXUAL HARASSMENT;
(6) BREACH OF FIDUCIARY DUTY;
(7) FAILURE TO PROTECT CHILD;
(8) INTENTIONAL INFLECTION OF
EMOTIONAL DISTRESS;
(9) PUNITIVE DAMAGES

14 BIG BROTHER ACADEMY, LLC; BIG
15 BROTHER ACADEMY OF CEDAR CITY;
16 BIG BROTHER/BIG SISTER ACADEMY;
17 TURNING POINT AT GRANITA PARK,
18 INC; BRIAN MAJORS; and DOES 1 through
19 200; inclusive,

Defendants.

JURY TRIAL DEMANDED

BY FAX

21
22 Plaintiff, JANE DOE, a minor, by and through ROSITA PRECIADO as parent and
23 Guardian ad Litem, brings this Complaint against Defendants, BIG BROTHER ACADEMY,
24 LLC; BIG BROTHER ACADEMY OF CEDAR CITY; BIG BROTHER/BIG SISTER
25 ACADEMY; TURNING POINT at GRANITA PARK, INC.; and as follows:

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PER LOCAL RULE 5 THIS
CASE IS ASSIGNED TO
DEPT 7

PARTIES, JURISDICTION AND VENUE

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2 1. Plaintiff JANE DOE and ROSITA PRECIADO are citizens and residents of the
3 County of Contra Costa, State of California. Plaintiff JANE DOE, a minor, brings this Complaint
4 by and through ROSITA PRECIADO, her parent and natural guardian. The name used herein by
5 minor Plaintiff is a pseudonym. A pseudonym is used by JANE DOE because it concerns
6 sensitive allegations of sexual abuse upon a minor.

7 2. Defendant TURNING POINT AT GRANITA PARK, INC. ("TURNING
8 POINT") is a Utah corporation with its principal place of business in the State of Utah.

9 3. Defendant BIG BROTHER ACADEMY, LLC is a Utah corporation. Defendant
10 BIG BROTHER ACADEMY, LLC conducts significant business in the State of California.
11 Defendant BIG BROTHER OF CEDAR CITY is an unknown business entity. Defendant BIG
12 BROTHER OF CEDAR CITY conducts significant business in the State of California.
13 Defendant BIG BROTHER/BIG SISTER ACADEMY is an unknown business entity. Defendant
14 BIG BROTHER/BIG SISTER ACADEMY conducts significant business in the State of
15 California. (Collectively these Defendants shall be referred to herein as "BIG BROTHER").

16 4. Defendant BRIAN MAJORS ("MAJORS") is an adult male over the age of 18.
17 Plaintiff is unaware of the state of residence of Defendant MAJORS.

18 5. The true names and capacities, whether individual, corporate, associate or
19 otherwise, of Defendants DOES 1 through 200, inclusive, are unknown to Plaintiff, who
20 therefore sues said Defendants by said fictitious names. Plaintiff is informed and believes, and
21 thereon alleges, that each of said Defendants is responsible in some manner for the events and
22 happenings herein referred to, and proximately caused damages and injuries to Plaintiff.

23 6. The jurisdiction and venue in this matter is proper in that representatives of
24 Defendants TURNING POINT and BIG BROTHER solicited JANE DOE'S MOTHER in the
25 County of Contra Costa, State of California and later abducted JANE DOE from her home in the
26 City of Concord, County of Contra Costa, State of California.

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FACTUAL ALLEGATIONS

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7. At all relevant times, JANE DOE was 16 years old. In or about November, 2006, ROSITA PRECIADO was actively seeking a solution to JANE DOE'S behavioral problems. Through an internet search conducted in California she was directed to promotional materials for TURNING POINT, a "boot camp" for problem teenagers.

8. ROSITA PRECIADO telephoned the number for TURNING POINT on the website, and was thereupon solicited, in California, by TURNING POINT agents and representatives, including Dean Olson and Derrick Cook. She was told by them, among other things, that JANE DOE would be safe in TURNING POINT'S care and custody, and that she could place her trust and confidence in them.

9. Based on these assurances, ROSITA PRECIADO placed JANE DOE in a 90 day program with TURNING POINT for the purpose of addressing JANE DOES' behavioral problems.

10. On November 27, 2006, at approximately 3:00 a.m., four individual agents and representatives of TURNING POINT came to the home of JANE DOE and ROSITA PRECIADO in Concord, California, and removed JANE DOE. They drove JANE DOE from California to Granita Park, Utah, and brought her to TURNING POINT'S facility. Her first day there JANE DOE was advised that she had been assigned by TURNING POINT to reside at the facility of TURNING POINT'S agent and affiliate, BIG BROTHER. She was taken two days later to BIG BROTHER'S location in Cedar City, Utah with a group of girls.

11. Upon information and belief, TURNING POINT and BIG BROTHER at all relevant times solicited business in the State of California, had multiple clients located in California, traveled to California regularly to retrieve minors for their "boot camp" programs, and communicated regularly to parents in California who entrusted their children to them. Agents and representatives of TURNING POINT and BIG BROTHER communicated to ROSITA PRECIADO in California in soliciting their camp and in reporting on JANE DOE'S progress.

1 12. Upon information and belief, TURNING POINT and BIG BROTHER actively
2 solicited their "boot camp" services to citizens of the State of California.

3 13. Upon JANE DOE'S arrival at the BIG BROTHER facility, JANE DOE was
4 introduced to MAJORS, who was on the staff of BIG BROTHER and responsible for the girls'
5 security. At all relevant times, MAJORS was approximately 23 years old.

6 14. Not long after JANE DOE'S arrival at the BIG BROTHER facility, MAJORS
7 began to make sexual advances to JANE DOE. Within the next few weeks MAJORS sexually
8 abused JANE DOE on multiple occasions.

9 15. Upon information and belief, MAJORS sexually abused other girls before and
10 during the time he abused Plaintiff. Upon information and belief, TURNING POINT and BIG
11 BROTHER knew or should have known that MAJORS was sexually abusing girls and took no
12 action to protect Plaintiff.

13 16. Upon information and belief, at all relevant times, TURNING POINT and BIG
14 BROTHER had knowledge of MAJOR'S sexual interest in the minor girls who were in their care
15 and control.

16 17. As a direct and proximate result of Defendants' willful, illegal, and unwanted
17 conduct, Plaintiff JANE DOE has suffered, and continues to suffer great pain of mind and body,
18 shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of
19 self-esteem, disgrace, humiliation, and loss of enjoyment of life; was prevented and will continue
20 to be prevented from performing daily activities and obtaining the full enjoyment of life; and has
21 incurred, and will continue to incur, expenses for psychological treatment, therapy and
22 counseling.

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FIRST CAUSE OF ACTION

**CHILDHOOD SEXUAL ABUSE IN VIOLATION OF CALIFORNIA PENAL CODE
SECTION §§ 288a (b)(1) and 647.6
(California Civil Code Section 340.1)**

(Against Defendant MAJORS only)

18. Plaintiff incorporates herein by this reference each and every allegation contained in this complaint as if fully set forth herein.

19. In or about November and December 2006, Defendant BRIAN MAJORS intentionally engaged in unpermitted, harmful and offensive sexual conduct and contact upon the person of Plaintiff in violation of California Penal Code §§ 288a (b)(1) and 647.6. Plaintiff did not consent to such conduct and contact in that it was not informed and freely given, and was induced by fraud, misrepresentation and/or duress, as alleged herein.

20. In or about November and December 2006, Defendant BRIAN MAJORS repeatedly, intentionally and willfully committed lewd and lascivious acts on the Plaintiff and her genitals with the intent, and for the purpose, of gratifying the lust, passions and sexual desires of Defendant MAJORS in violation of Penal Code §288a (b)(1), and repeatedly, intentionally and willfully annoyed and molested Plaintiff in violation of Penal Code § 647.6.

21. As a direct and proximate result of the sexual abuse and exploitation, Plaintiff has suffered, and continues to suffer, great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; and has incurred, and will continue to incur, expenses for psychological treatment, therapy and counseling.

1 22. The conduct and acts of Defendants, and each of them, as hereinabove set forth,
2 constitute fraud, malice, and oppression toward Plaintiff, and a willful and conscious disregard
3 of the physical and emotional well-being of Plaintiff herein. Plaintiff is, therefore, entitled to
4 punitive damages, which would serve to punish and make examples of the Defendants, and
5 each of them, in an amount according to proof.
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8 **SECOND CAUSE OF ACTION**
9 **SEXUAL BATTERY**
10 **(California Civil Code Section 1708.5)**
11 **(Against Defendant MAJORS Only)**

12 23. Plaintiff incorporates herein by this reference each and every allegation contained
13 in this complaint as if fully set forth herein.

14 24. Defendant MAJORS intended to cause a harmful or offensive contact with an
15 intimate part of the minor Plaintiff.

16 25. Defendant MAJORS did cause a sexually offensive contact with an intimate part
17 of minor Plaintiff.

18 26. The sexual touching was against Plaintiff’s will and was done for the purpose of
19 sexual arousal, sexual gratification or sexual abuse.

20 27. As a direct result of defendant’s afore stated conduct while Plaintiff was a minor,
21 Plaintiff has suffered the injuries described herein.

22 **THIRD CAUSE OF ACTION**
23 **SEXUAL ASSAULT**
24 **(California Civil Code Section 1708.5)**
25 **(Against Defendant MAJORS Only)**

26 28. Plaintiff incorporates herein by this reference each and every allegation contained
27 in this complaint as if fully set forth herein.

1 29. Defendant MAJORS, in committing the acts herein alleged, intended to cause
2 harmful or offensive contact with minor Plaintiff's person, or intended to put minor Plaintiff in
3 imminent apprehension of such contact.

4 30. Minor Plaintiff did not consent to MAJOR's harmful or offensive contact with
5 minor Plaintiff's person, or intent to put minor Plaintiff in imminent apprehension of such
6 contact. Additionally, because Plaintiff was a minor during the time herein alleged, she lacked
7 the capacity to consent to sexual contact with any person.

8 31. As a direct result of Defendant MAJOR's afore referenced conduct while Plaintiff
9 was a minor, Plaintiff has suffered the injuries described herein.

10 **FOURTH CAUSE OF ACTION**

11 **NEGLIGENCE - HIRING, RETENTION AND SUPERVISION**

12 **(Against Defendants TURNING POINT and BIG BROTHER)**

13 32. Minor Plaintiff incorporates herein by this reference all paragraphs of this
14 Complaint as if fully set forth herein.

15 33. At all material times, TURNING POINT and BIG BROTHER owed a duty to
16 Plaintiff to use reasonable care to insure the safety, care, well being and health of the minor
17 Plaintiff while she was under the care, custody and control of TURNING POINT and BIG
18 BROTHER. The duties of TURNING POINT and BIG BROTHER encompassed the hiring,
19 retention and supervision of Defendant MAJORS and otherwise providing a safe environment for
20 minor Plaintiff.

21 34. TURNING POINT and BIG BROTHER breached these duties by failing to
22 protect the minor Plaintiff from sexual assault and lewd and lascivious acts committed by their
23 agent and employee, MAJORS.

24 35. At all relevant times, TURNING POINT and BIG BROTHER knew or in the
25 exercise of reasonable care should have known that MAJORS was unfit, dangerous, and a threat
26 to the health, safety and welfare of the minors entrusted to his counsel, care and protection.
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1 36. With such knowledge, TURNING POINT and BIG BROTHER provided Majors
2 unfettered access to minor Plaintiff and the other resident girls, and gave him unlimited,
3 unsupervised, and uncontrolled access with these minor girls.

4 37. It was reasonably foreseeable that a minor placed in the Defendants' residential
5 "boot camp" program would be subject to sexual abuse or lewd and lascivious acts by the
6 Defendants' staff.

7 38. Defendants TURNING POINT and BIG BROTHER failed to provide reasonable
8 supervision of Defendant MAJORS, failed to use reasonable care in investigating Defendant
9 MAJOR's and failed to provide adequate warning to minor Plaintiff and her family of Defendant
10 MAJOR's dangerous propensities and unfitness.

11 39. At all relevant times, TURNING POINT and BIG BROTHER created or fostered
12 an environment which enabled child sexual abuse against minors it had a duty to protect,
13 including minor Plaintiff.

14 40. At all relevant times, TURNING POINT and BIG BROTHER had inadequate
15 policies and procedures to protect minors they were entrusted to care for and protect, including
16 minor Plaintiff.

17 41. Said conduct was undertaken while the defendant MAJORS was an agent or
18 employee of defendants TURNING POINT and BIG BROTHER, while in the course and scope
19 of Defendant MAJORS' employment with Defendants TURNING POINT and BIG BROTHER
20 and/or was ratified by Defendants TURNING POINT and BIG BROTHER.

21 42. As a direct and proximate result of Defendants TURNING POINT and BIG
22 BROTHER's negligence, minor Plaintiff suffered and will continue to suffer severe and
23 permanent psychological and emotional injuries, shame and humiliation.

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FIFTH CAUSE OF ACTION

SEXUAL HARASSMENT

(Against Defendants TURNING POINT and BIG BROTHER)

43. Minor Plaintiff incorporates herein by this reference all paragraphs of this Complaint as if fully set forth herein.

44. During the time minor Plaintiff was receiving services from Defendants TURNING POINT and BIG BROTHER, Defendant MAJORS engaged in physical conduct of a sexual nature based on Plaintiff's gender. The afore-stated conduct was pervasive and unwelcome by minor Plaintiff.

45. Minor Plaintiff was within the class of persons California Civil Code Section 51.9 was designed to protect and the injuries sustained by minor Plaintiff were of the type California Civil Code Section 51.9 was designed to protect against.

46. As a direct result of the above-described conduct of defendants, minor Plaintiff has suffered the injuries and damages described herein.

SIXTH CAUSE OF ACTION

BREACH OF FIDUCIARY DUTY

(Against Defendants TURNING POINT and BIG BROTHER)

47. Plaintiff incorporates herein by this reference all paragraphs of this Complaint as if fully set forth herein.

48. By virtue of Defendants TURNING POINT and BIG BROTHER's relation with minor Plaintiff, there existed between minor Plaintiff and Defendants TURNING POINT and BIG BROTHER a confidential relationship.

49. The afore stated confidential relationship between minor Plaintiff and TURNING POINT and BIG BROTHER gave rise to a fiduciary duty to minor Plaintiff on the part of Defendants TURNING POINT and BIG BROTHER.

50. Because of the relationship between minor Plaintiff as a minor entrusted to the care and custody of Defendants TURNING POINT and BIG BROTHER, minor Plaintiff and

1 Defendants TURNING POINT and BIG BROTHER did not deal on equal terms. Defendants
2 TURNING POINT and BIG BROTHER were in a superior position to minor Plaintiff in that
3 Defendants TURNING POINT and BIG BROTHER were entities in which minor Plaintiff placed
4 her trust and confidence and Defendants TURNING POINT and BIG BROTHER were entities
5 that accepted minor Plaintiff's trust and confidence. Defendant TURNING POINT and BIG
6 BROTHER were in a superior position over minor Plaintiff so that Defendants TURNING
7 POINT and BIG BROTHER could and did exert unique influence over minor Plaintiff.

8 51. By perpetrating the acts complained of herein Defendants TURNING POINT and
9 BIG BROTHER breeched its fiduciary duty to minor Plaintiff.

10 52. As a direct result of Defendants' breach his fiduciary duty to minor Plaintiff,
11 minor Plaintiff has suffered the injuries described herein.

12 **SEVENTH CAUSE OF ACTION**

13 **FAILURE TO PROTECT CHILD**

14 **(Against Defendants TURNING POINT and BIG BROTHER)**

15 53. Plaintiff incorporates herein by this reference all paragraphs of this Complaint as
16 if fully set forth herein.

17 54. Minor Plaintiff was in the care of Defendants TURNING POINT and BIG
18 BROTHER at the time that she was sexually molested by Defendant MAJORS.

19 55. Defendants TURNING POINT and BIG BROTHER had a duty to protect minor
20 Plaintiff while minor Plaintiff was in their care and custody.

21 56. Defendants TURNING POINT and BIG BROTHER breached their duty to
22 protect minor Plaintiff in that they failed to take reasonable measures to protect minor Plaintiff
23 while minor Plaintiff was in their care and custody thereby resulting in minor Plaintiff being
24 sexually molested by Defendant MAJORS.

25 57. As a direct result of Defendants TURNING POINT and BIG BROTHER's failure
26 to protect minor Plaintiff while the minor Plaintiff was in their care and custody, minor Plaintiff
27 has suffered the injuries described herein.

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EIGHTH CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(Against all Defendants)

58. Plaintiff incorporates herein by this reference all paragraphs of this Complaint as if fully set forth herein

59. Defendants conduct toward minor Plaintiff as described herein, was outrageous and extreme.

60. A reasonable person would not expect or tolerate the sexual harassment, molestation and abuse of Plaintiff by Defendants. Plaintiff had great trust, faith and confidence in Defendants which, by virtue of Defendants' wrongful conduct, turned to fear, embarrassment, shame and humiliation.

61. Defendants' conduct toward minor Plaintiff, as described herein, was outrageous and extreme.

62. Defendants' conduct described herein was intentional and malicious and done for the purpose of causing or with the substantial certainty that minor Plaintiff would suffer humiliation, mental anguish, and emotional and physical distress.

63. As a direct result of the above-described conduct of Defendants, Plaintiff has suffered the injuries and damages described herein.

PUNITIVE DAMAGES

64. Defendant MAJORS' conduct was extreme, outrageous, egregious and malicious. Defendants TURNING POINT and BIG BROTHER, in knowing of Defendant MAJORS' propensities for sexual misconduct with minors and allowing Defendant MAJORS to continue said conduct thereby ratified Defendant MAJORS unlawful sexual conduct with minors. Therefore, punitive damages are appropriate to punish both Defendants for their conduct.

WHEREFORE, Plaintiff prays for judgment against Defendants and each of them as follows:

a. For general damages in a sum which will be shown according to proof;

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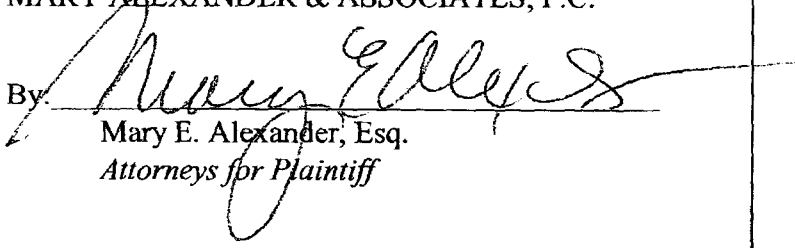
- b. For medical expenses, loss of earnings and other incidental expenses according to proof;
- c. Punitive damages;
- d. For prejudgment interest;
- e. For costs of suit incurred; and
- f. For such other and further relief as the Court deems just and proper.

JURY TRIAL DEMAND

- 1. Plaintiff demands a jury trial on all issues so triable.

DATED: February 6, 2008

MARY ALEXANDER & ASSOCIATES, P.C.

By 
 Mary E. Alexander, Esq.
 Attorneys for Plaintiff