

**VIRGINIA:**

**IN THE CIRCUIT COURT FOR THE COUNTY OF CHESTERFIELD**

**J.W.C., C.R.B., S.M.O, E.S.D., T.W.B., C.M.H.,  
J.L.S. (by and through his Next Friend and Mother,  
J.S.), J.S., Individually, T.L.S (by and through  
his Next Friend and Mother M.S.), and M.S., Individually**

**Plaintiffs,**

**v.**

**Civil Action No. CL18001505-00  
JURY TRIAL DEMANDED**

**IMMANUEL BAPTIST CHURCH**

**SOUTHERN BAPTIST CONVENTION**

**BAPTIST GENERAL ASSOCIATION OF VIRGINIA**

**PETERSBURG BAPTIST ASSOCIATION**

**ALVIN “TED” CLARK**

**PASTOR FRED K. ADKINS, JR.**

**and**

**JEFFREY DALE CLARK**

**Defendants.**

**AMENDED COMPLAINT**

COME NOW the Plaintiffs, J.W.C., C.R.B., E.S.D., T.W.B., S.M.O., C.M.H., J.L.S, who sues by his Mother and Next Friend, J.S. (hereinafter collectively referred to as “Plaintiffs”), J.S. Individually, T.L.S., who sues by his Mother and Next Friend), and M.S. Individually by counsel, and for their Complaint against Defendants, Immanuel Baptist Church, Southern Baptist Convention, Baptist General Association of Virginia, Petersburg Baptist Association, and Jeffrey Dale Clark (hereinafter collectively referred to as “Defendants”), state as follows:

1. This action is filed pursuant to The Multiple Claimant Litigation Act, Va. Code § 8.01-267.1, *et seq.*
2. Plaintiffs total more than six individuals joined herein as Plaintiffs in a single action.
3. Plaintiffs' claims involve common issues of law and fact and arise out of the same series of transactions or occurrences, and their claims are properly joined in accordance with Va. Code § 8.01-267.1, *et seq.* The common questions of law or fact predominate and are significant to the actions.
4. Joinder of all Plaintiffs' claims against Defendants herein (i) promotes the ends of justice and the just and efficient conduct and disposition of the actions; (ii) is consistent with each party's right to due process of law; and (iii) does not prejudice any individual party's right to a fair and impartial resolution of each action.
5. Joinder of all Plaintiffs' claims against Defendants herein will be more convenient for the parties, witnesses, and counsel than individual separate actions.
6. All of the Plaintiffs' claims are at the initial stage of litigation, and joinder of their claims more efficiently utilizes judicial facilities and personnel and the Court's calendar, and avoids inconsistent rulings, orders and judgments.
7. Joinder of all of Plaintiffs' claims against Defendants makes prompt settlement of the actions more likely and will not result in prejudice or confusion.
8. All of the Plaintiffs joined herein suffered injuries as a result of the negligence, gross negligence, recklessness, and intentional acts of Defendants.
9. All of the Plaintiffs joined herein allege that they were sexually molested by Jeffrey Dale Clark while he worked as an assistant and leader of the Youth Group at Immanuel Baptist Church between 2008 and 2015.

10. Plaintiffs' claims, if they had been filed separately, would have met the standards of Va. Code § 8.01-267.1 and would properly have been consolidated under Va. Code § 8.01-267.3.

11. Joinder of Plaintiffs' claims arising out of the injuries they sustained due to Defendants' negligent, grossly negligent, reckless, and intentional acts as alleged herein is the most efficient and convenient means of litigating these claims against Defendants.

12. All Plaintiffs make claims against the Southern Baptist Convention, Baptist General Association of Virginia, Petersburg Baptist Association, and Immanuel Baptist Church (collectively referred to as the Church Defendants) as alleged herein.

13. All Plaintiffs, except S.M.O., E.S.D., T.W.B., and J.L.S., make claims against Alvin "Ted" Clark and Pastor Fred Adkins, Jr. as alleged herein.

14. All Plaintiffs, except for S.M.O, make claims against Defendant Jeffrey Clark individually as alleged herein.

#### *Parties*

15. Plaintiff J.W.C., born on February 14, 1996, is currently 23 years old. J.W.C. currently resides in Dinwiddie, Virginia. At the time of the events described herein, J.W.C. resided in Chesterfield County, Virginia.

16. Plaintiff C.R.B., born on September 24, 1994, is currently 24 years old. He resides in Colonial Heights, Virginia. At the time of the events described herein, C.R.B. resided in Chesterfield County, Virginia.

17. Plaintiff E.S.D., born on June 16, 1998, is currently 20 years old. E.S.D. resides, and at all times relevant herein has resided, in Chesterfield County, Virginia.

18. Plaintiff T.W.B., born on March 23, 1998, is currently 21 years old. He currently resides in Disputanta, Virginia. At the time of the events described herein, T.W.B. resided in Chesterfield County, Virginia.

19. Plaintiff S.M.O., born on August 4, 1997, is currently 21 years old. S.M.O. resides, and at all times relevant herein has resided, in Chesterfield County, Virginia.

20. Plaintiff C.M.H., born on January 31, 1996, is currently 23 years old. C.M.H. resides in Henrico, Virginia. At the time of the events described herein, C.M.H. resided in Chesterfield County, Virginia. Plaintiff C.M.H. joins this ongoing litigation in accordance with to Va. Code § 8.01-267.7.

21. Plaintiff J.L.S., born on February 21, 2002, is currently 17 years old. J.L.S. sues by his Mother and Next Friend, J.S. At times relevant to this cause of action, J.L.S. and his mother have resided in Chesterfield County, Virginia. Plaintiff J.S. is an adult residing in Chesterfield County, Virginia.

22. Plaintiff T.L.S., born on July 27, 2004, is currently 14 years old. T.L.S. sues by his Next Friend and Mother, M.S. T.L.S. at his mother reside in the City of Stony Creek, Virginia. Plaintiff M.S. is an adult residing in the City of Stony Creek, Virginia. Plaintiff T.L.S. joins this ongoing litigation in accordance with to Va. Code § 8.01-267.7.

23. Defendant Immanuel Baptist Church (“IBC”) is, and at all times relevant herein has been, an unincorporated place of worship with its principal place of business located at 620 Lafayette Avenue, Colonial Heights, Virginia 23834. At all times relevant herein, IBC offered an in-house youth ministry program to children in the community.

24. Defendant Southern Baptist Convention (“SBC”) is, and all times relevant herein has been, a domestic nonprofit corporation registered with the State of Georgia with its principal

place of business in Georgia. SBC regularly and routinely conducts business in the Commonwealth of Virginia by, among other activities, coordinating, operating, and engaging in missionary work within the Commonwealth.

25. At all times relevant herein, SBC operated, managed, and controlled its member churches and institutions, including Defendants Immanuel Baptist Church, Baptist General Association of Virginia, and Petersburg Baptist Association.

26. Defendant Baptist General Association of Virginia (“BGAV”) is, and at all times relevant herein has been, incorporated in the Commonwealth of Virginia with its principal place of business located at 2828 Emerywood Parkway Henrico, VA 23294.

27. At all times relevant herein, BGAV operated, managed, and controlled its member churches and institutions, including Defendants Immanuel Baptist Church and Petersburg Baptist Association.

28. Defendant Petersburg Baptist Association (“PBA”) is, and at all times relevant herein has been, an unincorporated organization with its principal place of business located at 3018 County Drive Petersburg, Virginia 23803.

29. At all times relevant and material herein, the PBA owned, supervised, operated, and maintained Camp Kehukee located at or about 17316 Shands Road Petersburg, Virginia 23805.

30. At all times material and relevant herein, PBA operated, managed, supervised, and controlled its member churches including Defendant Immanuel Baptist Church.

31. Defendant Alvin T. (“Ted”) Clark (“Ted Clark”) is, and at all times relevant herein was, a resident of Chesterfield County, Virginia. Ted Clark is the father of Jeffrey Clark and, at times relevant herein, served as Chairman of the Finance Committee, Trustee, and Deacon at

Defendant IBC. Ted Clark attended IBC for over four decades and served in various leadership positions within IBC throughout that time.

32. Defendant Fred K. Adkins, Jr. (“Adkins”) is, and all times relevant herein was, upon information and belief, a resident of Chesterfield County, Virginia. Fred K. Adkins was the Junior Pastor at IBC and one of IBC’s administrators until the ouster of IBC’s Senior Pastor in August 2009, at which time he was promoted to Senior Pastor. At all times relevant herein, Adkins also served on the Board for Defendant Petersburg Baptist Association and acted as PBA’s agent and/or employee.

33. Defendant Jeffrey Dale Clark, born on April 7, 1970, is an adult male who worked as an assistant and leader for IBC’s in-house youth ministry group from 2008 through 2015. He is currently incarcerated upon his conviction for sexual abuse of several of the Plaintiffs herein.

#### *Jurisdiction and Venue*

34. This Court has personal jurisdiction over Defendants pursuant to Va. Code § 8.01-328.1 (A)(1), (3), and (4).

35. Venue is proper in this Court pursuant to Va. Code § 8.01-262 (1), (2), (3), and (4).

#### *Factual Allegations*

36. The Southern Baptist Convention (“SBC” or “the Convention”) was created to “provide a general organization for Baptists in the United States and its territories for the promotion of Christian missions at home and abroad and any other objects such as Christian education, benevolent enterprises, and social services which it may deem proper and advisable.”

37. SBC is comprised of more than 47,000 Baptist churches and institutions including IBC, PBA, and BGAV. With more than 15 million members with around 15 million members, SBC is the world’s largest group of Baptists.

38. To become a member of the Southern Baptist Convention, institutions and churches must make a yearly financial contribution to the SBC. Member churches and institutions are often referred to as cooperating churches, institutions, and/or entities. Cooperating entities include local Baptist churches, state Baptist conventions, and other affiliated ministries.

39. In 1919, the SBC, faced with financial difficulty, adopted a program titled the Baptist 75 Million Campaign, where individual members of every member church and member churches signed pledge cards and gave financial contributions to the SBC for a five-year period.

40. In 1924, as the five year pledge contribution was expiring, the SBC implemented what is now known as the “Cooperative Program” to solicit financial contributions in an effort to create a single, well-funded, centralized convention with the resources to create a unified and comprehensive budget, throwing a funding blanket over statewide, national, and international missions and ministries, provide long-term sustainability to the member churches, mitigate competition between entities and maintaining continuity between entities, and leveling the playing field between the small, medium, and large member churches. The Cooperative Program was said to adhere to the SBC’s long term Baptist principle that **“we can do more together than alone.”**

41. At all times material and relevant herein, the SBC maintained its Cooperative Program, collected significant financial contributions from cooperating churches and institutions, funded and controlled organized mission trips among cooperating entities, funded and controlled organized ministries between cooperating entities, provided guidance to cooperating entities, provided policies and procedures for cooperating entities, and exercised control over cooperating entities while requiring that all entities adhere to the SBC’s standards, policies, and practices.

42. SBC requires cooperating Baptist churches to adhere to standards created, identified, and enforced by the SBC. The Convention will only deem a church to be in friendly cooperation with the Convention, and sympathetic to its purpose and work when it:

- a. Adheres to a faith and practice which closely identifies with the Convention's adopted statement of faith;
- b. Has formally approved its intention to cooperate with the SBC;
- c. Has made undersigned undesignated, yearly financial contribution(s)

43. A member church that does not adhere to policies, values, and standards adopted by the SBC is declared not to be in "friendly cooperation" with the Convention and its fellowship is withdrawn. Member churches that lose fellowship cannot identify themselves as part of the Southern Baptist Convention.

44. Among other requirements, cooperating churches must file an annual report with the Convention detailing the member church's finances, contributions, ministries, and practices. The SBC retains the power and right to remove fellowship from a member church that does not file an annual report or abide by other requirements of membership.

45. At all times relevant herein, Immanuel Baptist Church was an active and compliant SBC member church.

46. At all times relevant herein, Defendant Baptist General Association of Virginia ("BGAV" or "General Association") was a member entity of the SBC in good standing with the Convention by adhering to the Convention's standards, policies, and practices while contributing financially to the SBC every year.

47. The Baptist General Association of Virginia ("BGAV") is comprised of over 1,400 churches. BGAV member churches and institutions voluntarily associate and cooperate with



BGAV by first providing financial support to the BGAV, then becoming part of the BGAV's "Cooperative Program."

48. To become a "Cooperating Church" within the BGAV, a church must vote to cooperate with the BGAV, send a letter to the BGAV Executive Director indicating it has voted to become a cooperating church, and, most importantly, contribute financially to the BGAV. Member churches of the BGAV enjoy many benefits including, but not limited to, allocated "messengers" to attend the Annual BGAV Meeting, annuity benefits for church staff, and BGAV publications, resources, and services not otherwise available.

49. BGAV is composed of officers and messengers elected by cooperating Baptist churches which must follow standards, policies, and practices adopted by the BGAV.

50. Each cooperating church contributing at least \$500 during the previous fiscal year is entitled to two BGAV messengers, which increases to three for contributions of \$750, four for contributions of \$1,000, and one additional messenger for each additional \$600. Cooperating churches of the BGAV with the highest standing are categorized as "Participating" churches. Participating churches contribute financially to the Virginia portion of the Cooperative Missions Budget and receive annuity benefits for staff, all publications, and all services from the BGAV. Participating churches must contribute at least \$500 per fiscal year or 2% of its total annual receipts during a fiscal year.

51. At all times relevant herein, Immanuel Baptist Church was a Participating Church entitled to two or more messengers with the BGAV.

52. At all times relevant herein, BGAV had the power and right to control the policies of the BGAV or any agency, institution, or shared ministry connected with the BGAV, including IBC.

53. BGAV's Constitution and ByLaws may be amended on the second day of the annual meeting by an affirmative vote of not less than two-thirds (2/3) of the messengers present and voting so long as the affirmative vote is not less than 20% of the messengers registered, provided that the amendments have been offered in writing and presented on the first day of the annual meeting.

54. Upon information and belief, at all times relevant herein, the Petersburg Baptist Association ("PBA") was a member entity of the SBC and the BGAV.

55. The PBA is made up of 46 Baptist churches, including Immanuel Baptist Church, which cooperate to "strengthen our churches and work together" to do Christian work of evangelism, missions, discipleship, fellowship, stewardship, worship, and cooperative ministry. Member churches must "adhere to the values, mission and vision statements as adopted by the PBA."

56. The PBA is an association with five officers and messengers elected by member churches, including Immanuel Baptist Church.

57. Each member church of the PBA is entitled to send three messengers to the meetings of the PBA and an additional messenger for every one-half of one percent (1/2%) of a member church's undesignated receipts given to the PBA budget or for every \$1,000 and major fraction thereof given to the PBA.

58. A PBA member church must submit an Annual Church Profile, contribute a minimum of \$100 per annum, send a messenger to the Annual meeting, and send a representative to at least one regular meeting of the Executive Council during a calendar year. A member church is suspended from membership if it fails to perform more than two of these requirements.

59. The PBA has the power and right to disassociate itself from any church which fails to adhere to the accepted value statements of the PBA and the PBA's policies and procedures.

60. At all times relevant herein, the PBA owned and operated Camp Kehukee located at or near 17316 Shands Road, Petersburg, VA 23805. Camp Kehukee is a 223 acre retreat center abutting a 13 acre lake with a conference center, amphitheater, outdoor pavilion, forest trails, a swimming pool, and cottages. The conference center can sleep up to 40 persons and includes a conference room, dining area, kitchen, and large basement activity space. Guests must pay the PBA a non-refundable fee to reserve the space and complete a form identifying the church, church group, and “person physically present and responsible while at Camp Kehukee.”

61. Immanuel Baptist Church has, at all times relevant, been a member in good standing with the PBA.

62. The PBA’s Constitution may be changed, amended, or abolished in its entirety at any Annual Meeting of the PBA by a four-fifths (4/5) majority of the messengers present and voting.

63. For decades, the SBC has exercised its power to control the conduct, policies, and practices of its member churches and entities, including BGAV, PBA, and IBC.

64. In 1992 the SBC declared two North Carolina churches that endorsed homosexuality not in friendly cooperation and withdrew fellowship from them for their failure to adhere to the policies, practices, standards, and procedures of the SBC. Those member churches adopted a policy allowing homosexuals to become members of the church and volunteer within its practices. The churches did not change their policies and practices to adhere to the SBC’s policies, therefore the SBC removed those churches from the Convention.

65. SBC deems acts to affirm, approve, or endorse homosexual behavior as violations of the values and standards required by the Convention. As a result, the BGAV and PBA deem the same acts of affirmation, approval, and endorsement of homosexual behavior as violations of the Convention’s values and standards, as well as its own. The BGAV, PBA, and IBC, as member

churches and entities of the SBC, have acted to enforce the values and standards of the SBC through policies and procedures which prohibit the membership, volunteerism, and employment of homosexuals.

66. The SBC recognizes, invites, and/or requires the participation of two “messengers” from each cooperating church at its annual meetings. Cooperating churches may increase their participation by way of messengers by increasing its financial contributions to the SBC. The SBC provides for one additional messenger for each full percent of a church’s undesignated receipts or for each \$6,000 which the church contributed during the fiscal year preceding. Church messengers are approved and certified by the SBC.

67. The SBC acts through the actions, omissions, and conduct of its member church messengers who constitute the many ministries, educational programs, committees, and executive committees. The Convention’s officers are elected annually by the messengers.

68. All messengers representing cooperating churches are required to be registered. All messengers must certify their election was conducted in accordance with the SBC’s Constitution

69. The SBC organizes and creates general boards of the Convention which include, but are not limited to, local boards of twelve members chosen from the city or vicinity of the state in which the board is located with no more than three members from the same church and national boards made up of one member chosen from each cooperating state and statewide convention. Each board is bestowed with the power of the Convention, including but not limited to, the power to adopt bylaws, implement policies, procedures, and practices consistent with SBC’s values and standards.

70. Upon information and belief, at all times relevant herein, the SBC organized a local board in the area and vicinity of Chesterfield County and Colonial Heights, which included the involvement of Defendants IBC and the PBA.

71. All officers of the SBC, officers and members of its boards, trustees of its institutions, directors, all committee members, and all missionaries of the SBC appointed by its boards are required to be members of its Baptist churches cooperating with the SBC.

72. All missionaries appointed by the Convention's boards locally, statewide, and nationally must, prior to their appointment, be approved by the Convention conditional upon furnishing evidence of "piety, zeal for the Master's kingdom, conviction of truth as held by Baptists, and talents for missionary service."

73. All entities, including but not limited to its member institutions and churches, must comply with the "letter and spirit" of the SBC's Constitution, ByLaws, and the Business and Financial plan.

74. All SBC entities, including cooperating churches and conventions, must follow the express policy of the SBC with respect to ministries.

75. In 2002, the SBC issued a resolution "On the Sexual Integrity of Ministers" acknowledging the SBC's **"fallenness and the need to prevent such appalling sins from happening within [its] own ranks"** when referencing sexual abuse by members of the Convention's churches similar to the abuse exposed in the Roman Catholic Church. The SBC called on member churches and ministers, pastors, counselors, educators, missionaries, chaplains and others involved with its member churches to abide by the standards adopted by the SBC by being above reproach morally as trusted members of the community, emphasizing that sexual infidelity represents a violation of ministerial integrity.

76. The SBC's "On the Sexual Integrity of Ministers" resolution recommended, advised, and urged the training of pastors, missionaries, and educators; accountability to the highest standards of Christian moral practice; discipline for those guilty of any sexual abuse; and removal of predatory ministers.

77. By issuing the resolution "On the Sexual Integrity of Ministers," the SBC acknowledged that Baptist Pastors, employees, and volunteers were sexually abusing members of its Convention and its member churches. The SBC acknowledged that a system existed to provide information related to allegations of sexual abuse and the identification of alleged sexual abusers within its member churches. Despite this, the SBC did not identify any known allegations, member churches involved, or individuals who were alleged to have sexually abused members or had been convicted of the same.

78. In 2007, the U.S. Department of Health and Human Services' Centers for Disease Control and Prevention published an article and guide book titled "Preventing Child Sexual Abuse Within Youth-serving Organizations: Getting Started on Policies and Procedures" that identified nationally recognized standards and practices to prevent child sexual abuse including, but not limited to, requiring written applications identifying previous work and volunteer service; contacting references, family members, neighbors, and colleagues to discuss the potential employee or volunteer; performing a criminal background check; conducting a personal interview; assessing the applicants home environment; performing an internet search; implementing ratios of employees/volunteers to youth; prohibiting one-on-one interactions with adults and children by having at least two adults present at all times with youth; prohibiting and restricting overnight trips, bathing, changing, bathroom interactions, and nighttime activities which pose greater risks for child sexual abuse; implementing "out-of-program" contact

restrictions limiting contact between employees/volunteers and youth to certain locations and prohibiting employees/volunteers from leaving certain locations with the youth; ensuring safe environments by choosing spaces that are open and visible to multiple people when interacting with children to allow for clear lines of sight and instituting a “no closed door” policy; and responding to inappropriate behavior, suspicions of child sexual abuse, and allegations of child sexual abuse by partnering with outside organizations or individuals to investigate, maintain internal records; and implementing a safe reporting system to organizational leaders.

79. At all times relevant herein, the SBC, BGAV, PBA, and IBC knew national standards existed and were established for the protection of children and the prevention of child sexual abuse within youth-serving organizations including those identified by the CDC. These national standards included the “two adult rule” requiring at least two adults during interactions with the youth; the “six-month rule” restricting access to persons, volunteers, and employees for six-months before access is granted to serve with children or youth; prohibiting adults from leaving church property with the youth; background screening involving a criminal background check and reference check; secure drop-off and pickup procedures; and clear sightlines into every room or location where an adult is interacting with the youth.

80. At all times relevant herein, if the SBC, BGAV, PBA, and/or IBC informed youth groups and parents, including the Plaintiffs’, of the nationally adopted standards for child sexual abuse prevention or warned youth groups and parents, including the Plaintiffs’, of the increased danger of child sexual abuse in the absence of and adherence to the nationally adopted standards, the Plaintiffs’ parents would not have allowed their children to participate with the IBC Youth Group.

81. In 2007, the SBC issued a resolution titled “On Protecting Children from Abuse” recognizing violent and sexual crimes against children “[had] reached alarming levels in our nation, thus showing child abuse to be a leading issue requiring urgent response. . .” SBC stressed the use of its policies, standards, and practices by its member churches and called for the protection of, and care for, children. The SBC acknowledged child sexual abuse occurred “too often in churches and homes – which ought to be places of shelter and safety” at the hands of “. . . ordained ministers, and ministry workers – who ought to be trusted persons of authority.”

82. The SBC’s 2007 resolution implored “Southern Baptist churches” to utilize materials from the SBC, state conventions, and other relevant research to help prevent child abuse and implement responsible employment practices “including background checks on all ministers, employees, and volunteers.”

83. The SBC 2007 resolution renounced individuals who commit heinous acts against children as well as those individuals, churches, or other religious bodies that cover up, ignore, or otherwise contribute to or condone the abuse of children.

84. By issuing the 2007 resolution “On Protecting Children from Abuse” the SBC admittedly knew Baptist Pastors, employees, and volunteers were sexually abusing youth members of its Convention at its member churches. The SBC acknowledged that a system existed to provide information related to allegations of child sexual abuse and the identification of alleged sexual abusers within its member churches. The SBC expressly admitted it owed a duty to protect children from sexual abuse at the hands of ministers and ministry workers, including employees and volunteers, at its churches. Despite this, the SBC did not identify any known allegations, its member churches involved, or individuals, including ministers and ministry workers, who were alleged to have sexually abused youth members or had been convicted of the same.



85. The SBC did not remove any member churches for hiring abusers, retaining abusers, and/or providing abusers unfettered access to children; thus contributing to the sexual abuse of children within its ranks. Instead, the Convention chose to continue collecting financial contributions from all its member churches but refused to act while retaining the right and power to control the standards, policies, and practices of its member churches.

86. The SBC could have warned its member churches and its members of the pervasive issue of child sexual abuse within the church by removing the fellowship of its member churches for hiring and retaining employees/volunteers accused of child sexual abuse or removing the fellowship of its member churches for failing to adhere to nationally recognized standards and policies to prevent child sexual abuse. Doing so would have warned and informed its member churches and its members of the shortcomings of Immanuel Baptist Church and other offending Baptist churches. Instead, the SBC refused to act for the care and protection of children within its ranks.

87. By 2007, the SBC knew or should have known its member churches and entities organized youth groups and youth ministries for the benefit of pre-teen and teenage members.

88. Church youth groups are ordinarily intended to provide teenagers with resources and guidance for spiritual growth. The young members of such groups, supervised and chaperoned by adult leaders, typically engage in safe activities intended to encourage a spiritual lifestyle. Given their wholesome purpose and their existence within the church environment, such groups are normally considered to be a safe and secure haven for children and teenagers, free from sexual predators.

89. At all times relevant herein, the IBC offered a Youth Ministry Group (the “Youth Group”) to its young parishioners and the local community, which it held out to be a secure place

for children and teenagers, supervised by trustworthy adults who would provide them with spiritual guidance in a safe atmosphere and protect them from harm. IBC also offered a Royal Ambassadors youth group for younger boys in the church and a Girls in Action youth group for younger girls in the church.

90. Before 2007 and at all times relevant herein, the SBC, BGAV, and/or PBA knew or should have known IBC offered a Youth Ministry Group to its young parishioners and the local community.

91. Before 2007, and at all times relevant herein, the SBC, BGAV, PBA, and/or IBC knew or should have known that child sex predators commonly find acceptance and availability to children at churches. IBC, and IBC's Youth Group, provided the ease and accessibility of numerous minor children who are commonly vulnerable to a predator's actions, words, and influences.

92. Before 2007, and at all times relevant herein, the SBC, BGAV, PBA, and/or IBC knew or should have known that child sex predators find shelter and opportunity in churches and youth groups by gaining the trust of parishioners, youth group members, youth group parents, and church leadership.

93. Before 2007, and at all times relevant herein, the SBC, BGAV, PBA, and/or IBC knew or should have known that child sex predators begin their involvement with a youth group or church by volunteering to "help out" among the children, thus creating a relationship with church leadership, parishioners, and parents, while also "grooming" innocent children by gaining their trust.

94. Before 2007, and at all times relevant herein, the SBC, BGAV, and PBA knew or should have known member churches, including IBC, which offered a youth group were more likely to attract pedophiles and child sex predators within their youth groups.

95. In or around 2007, Defendant Jeffrey Clark began his involvement with youth group meetings, functions, and events. Defendant Jeffrey Clark gained the trust of IBC by volunteering with the Royal Ambassadors before volunteering with the Youth Group.

96. Upon information and belief, by 2007, and at all times relevant herein, IBC knew or should have known Jeffrey Clark was an unmarried middle-aged man with a teenage son of whom he controversially lost custody and visitations rights with, who lived alone with an elaborate game-room tailored for child entertainment, possessed child pornography, demonstrated sexually pervasive behavior, posted internet advertisements of himself half-nude to gain the company of younger men, and hosted members of the local Boy Scouts to assist him in landscaping the his property only until a complaint was made to the Boy Scouts about inappropriate behavior between Jeffrey Clark and one of the young boys.

97. Upon information and belief, had SBC, BGAV, PBA, and/or IBC conducted a background check, reference check, home environment screening, internet search, or interviewed previous employers or volunteer organizations they would have known Jeffrey Clark was an unmarried middle-aged man, with a teenage son who he controversially lost custody and visitations rights with, who lived alone with an elaborate game-room tailored for child entertainment, possessed child pornography, demonstrated sexually pervasive behavior, posted internet ads half-nude to gain the company of younger men, and/or previously hosted members of the local Boy Scouts to assist him in landscaping the his property only until a complaint was

made to the Boy Scouts about inappropriate behavior between Jeffrey Clark and one of the young boys.

98. In 2008 the SBC's Executive Committee issued a report focusing upon how best to address the challenge of sexual abuse in its local churches. The Executive Committee's two-year project included reviewing information and suggestions from various sources which included:

- a. Issuing a formal response or general statement about sexual abuse;
- b. Creating a database of Southern Baptist offenders (including those convicted, those confessing, and those against whom a "credible accusation" has been made);
- c. Establishing a central office to which reports of offenses may be made;
- d. Inaugurating (and funding) a continuing ministry to deal with the issue generally;
- e. Empowering an investigative body to gather evidence of offenses
- f. Amending the SBC ByLaws in ways designated to "disaffiliate" from the Convention churches failing to adequately protect their members;
- g. Barring known perpetrators from ministry;
- h. Providing counseling and/or legal assistance to victims, or financial assistance so victims might avail themselves of such professional help;
- i. Supplying information and guidance on safer employment and volunteer approval practices;
- j. Endorsing an "approved" background check resource;
- k. Asking the seminaries to train future ministers as to the problem and means of prevention; and
- l. Continuing to supply open and widespread reporting of instances of sexual abuse, including the names and locations of the perpetrators and churches involved.

99. The SBC recognized the need to devise policies; execute strategies; ensure diligence in the choice and supervision of its ministers, employees, and volunteers; vigorously investigate known or suspected sexual abuse in its ranks; and reveal information to its member churches about sexual abuse involving its ministers, employees, and volunteers to protect children from sexual abuse from within the church.

100. The SBC acknowledged its own power and right to control the policies, practices, and standards in place at affiliated member churches by reiterating the Convention's governing documents in their present form provided the Convention the power to withdraw fellowship from any affiliated church "for any reason" including but not limited to a situation where "a church intentionally employed a known sexual offender or knowingly placed on in a position of leadership over children or vulnerable participants in its ministries."

101. From at least 2008, IBC hired, selected, retained, supervised, and maintained Jeffrey Clark as a duly authorized adult assistant and Leader of the Youth Group.

102. Prior to Jeffrey Clark's involvement with the Youth Group, IBC did not interview Jeffrey Clark, request an application from Jeffrey Clark, run a background check of Jeffrey Clark, or perform any other precaution to properly screen Jeffrey Clark as a safe volunteer. Despite the lack of proper precautions taken to ensure the safety of the children whom IBC accepted under its control, IBC held Jeffrey Clark out to the public as a safe, secure, and trustworthy employee, agent, or servant of IBC and its Youth Group, which was operating with the apparent authority of the SBC, BGAV, and PBA.

103. Had the SBC, BGAV, and/or PBA required member churches, including IBC, to conduct interviews, request applications, run background checks, and/or perform any other precaution to properly screen volunteers, employees, and/or ministers to ensure the safety of the children

whom the SBC, BGAV, PBA, and/or IBC accepted under their control, IBC leadership would have implemented said policies, procedures, and practices, and would not have hired and retained Jeffrey Clark.

104. Prior to 2008, the SBC, BGAV, PBA, and/or IBC knew or should have known Jeffrey Clark previously sexually assaulted minor parishioners at IBC, demonstrated sexually pervasive behavior, and presented a clear and present danger to the children of the Youth Group.

105. If SBC, BGAV, PBA, and/or IBC informed the Plaintiffs' parents that Jeffrey Clark, who they knew or should have known was an unmarried middle-aged man, with a teenage son who he controversially lost custody and visitations rights with, who lived alone with an elaborate game-room tailored for child entertainment, possessed child pornography, demonstrated sexually pervasive behavior, posted internet advertisements half-nude to gain the company of younger men, and previously hosted members of the local Boy Scouts to assist him in landscaping the his property only until a complaint was made to the Boy Scouts about inappropriate behavior between Jeffrey Clark and one of the young boys, the Plaintiffs' parents would not have permitted the Plaintiffs to join the Youth Group, attend Youth Group functions, participate in Youth Group activities, or associate with Jeffrey Clark.

106. In January 2009, an allegation ("Allegation") of sexual misconduct was made against Jeffrey Clark. The Allegation was made by J.W.C. to the IBC in the presence of then Senior Pastor David Prather and Junior Pastor Fred Adkins. IBC knew of this allegation and therefore should have known of Jeffrey Clark's dangerous propensity.

107. At the time of the Allegation, Pastor Fred Adkins also served on the PBA Executive Committee and was acting within the scope of his agency and employment with the PBA when he learned about the Allegation.

108. Upon information and belief, the SBC, BGAV, and/or PBA knew or should have known about the Allegation, that Jeffrey Clark's exhibited a dangerous propensities, and that Jeffrey Clark presented a clear and present danger to the children of the Youth Group, the children at IBC, and the children at any Baptist church function.

109. Upon information and belief, the SBC, BGAV, PBA, and/or IBC never conducted a formal investigation of the Allegation.

110. Shortly after the Allegation, Ted Clark and Jeffrey Clark approached J.W.C., called him a liar, and threatened him and his family unless he recanted his allegation. J.W.C. subsequently recanted his allegation.

111. After the Allegation, the SBC, BGAV, PBA, and/or IBC could have removed Jeffrey Clark from the Youth Group and forbade him from volunteering, supervising, and/or hosting Youth Group members. However, the SBC, BGAV, PBA, and/or IBC continued to permit Jeffrey Clark to associate with Youth Group members, host unsupervised functions at his home, and generally interact with the members of the Youth Group. As a result, J.W.C. was again assaulted on multiple occasions by Jeffrey Clark while acting within the scope of his agency, employment, and with the apparent authority of the SBC, BGAV, PBA, and/or IBC.

112. Upon information and belief, on or about August 24, 2009, IBC held a formal meeting in front of IBC's congregation moderated by Pastor Alex Roberts and an unnamed representative of the BGAV.

113. Upon information and belief, on or about August 24, 2009, Pastor Alex Roberts served as a director of the PBA, and at all times relevant herein acted within the scope of his agency and employment with the PBA.

114. Upon information and belief, on or about August 24, 2009, the unnamed representative of the BGAV was acting within the scope of his agency and employment with the BGAV.

115. During the August 24, 2009 meeting, Ted Clark denied the truth of all Allegations made against Jeffrey Clark, condemned the Allegation as a “blatant lie,” and assured the members of IBC that Jeffrey Clark was a trustworthy adult capable of ensuring the safety of their children in the Youth Group.

116. Neither Pastor Roberts nor the unnamed representative of the BGAV condemned the statements of Ted Clark.

117. Upon information and belief, the unnamed representative of the BGAV was sent to attend the meeting in August 2009 where he learned of the Allegation against Jeffrey Clark and the division within the church between those who believed the Allegation and those who supported Jeffrey Clark. He also learned the meeting was held in an attempt to allow Jeffrey Clark to continue to engage with the Youth Group moving forward. As a result, BGAV knew or should have known Jeffrey Clark’s continued involvement with the IBC Youth Group presented a clear and present danger to the children of the Youth Group, including the Plaintiffs herein.

118. Before the August 2009 meeting, Pastor Alex Roberts learned about the Allegation. Pastor Roberts became intimately familiar with the Allegations and the surrounding factual circumstances while acting as moderator of the church split which occurred after the August 2009 meeting.

119. After the August 2009 meeting, the IBC congregation split into two separate congregations (the “Church Split”). One congregation remained with the IBC and the other followed Pastor David Prather to form a new Baptist church in the area.



120. Upon information and belief, the Church Split garnered the attention of the PBA, BGAV, and/or SBC. The SBC, BGAV, and/or PBA knew or should have known about the Church Split and the facts underlying the Allegation which led to the Church Split including the Allegation was made against Jeffrey Clark.

121. The SBC, BGAV, PBA, and/or IBC possessed the power and control to remove Jeffrey Clark from his involvement with IBC, but by retaining Jeffrey Clark in his role as Assistant to the Youth Group, endorsed Jeffrey Clark as a safe adult whom the parents at IBC and the community could trust as a chaperone and leader of the Youth Group.

122. Following the Allegation, the SBC, BGAV, PBA, and/or IBC knew or should have known Jeffrey Clark continued to chaperone overnight camping trips without the supervision of another adult, chaperone sleepovers at his home without the supervision of another adult, and engage with children in the Youth Group on IBC's property behind closed doors without the supervision of another adult. Despite this knowledge, the SBC, BGAV, PBA, and/or IBC retained Jeffrey Clark as an Assistant to the Youth Group and later hired Jeffrey Clark as the Leader of the Youth Group.

123. Following the Allegation, the SBC, BGAV, PBA, and/or IBC knew or should have known the policies, practices, and standards in place at IBC were below the nationally adopted and recognized standards for the prevention of child sexual abuse. The SBC, BGAV, PBA, and/or IBC should have, but failed to, implement policies and standards including, but not limited to, the "two-adult rule," the "line of sight rule," and the rule prohibiting volunteers/employees from leaving the property with the youth, which would have prevented Jeffrey Clark from sexually abusing the Plaintiffs.

124. Following the Allegation, if the SBC, BGAV, PBA, and/or IBC informed, notified, or warned the Plaintiffs' parents of the Allegation, the Plaintiffs' parents would not have permitted the Plaintiffs to join the Youth Group, attend Youth Group functions, participate in Youth Group activities, or associate with Jeffrey Clark.

125. Following the Allegation, Jeffrey Clark chaperoned members of the Youth Group, including Plaintiffs herein, to Camp Kehukee for overnight trips. The PBA knew about the Allegation, knew or should have known about his predisposition to sexually assault children, and knew or should have known Jeffrey Clark was the only adult chaperone for the trip. Despite this, the PBA allowed Jeffrey Clark to chaperone several children on overnight trips to Camp Kehukee without additional adults present.

126. In 2013, the SBC issued another resolution "On Sexual Abuse of Children" recognizing the sexual abuse of children continued to threaten its youth members at member churches and perpetrated within the Southern Baptist member churches. The SBC reminded all its member churches and entities of their responsibilities as SBC member churches to report accusations of child abuse to authorities and implement appropriate church discipline. The SBC again urged its member churches to utilize background checks and/or other relevant resources in screening all potential staff and volunteer workers, "particularly those who minister to children and youth." The SBC encouraged and reminded its member churches to adhere to the standards, policies, and practices adopted by the SBC for all its member churches for the protection of children.

127. The SBC's Bylaws may be amended by a two-thirds majority vote at any time except during the last session of the Convention.

128. In 2014, the SBC exercised its power and right to control the policies, practices, and procedures of its member church by withdrawing the membership of New Heart Community

Church in Law Mirada, California for their failure to adhere to the standards, practices, policies and procedures of the SBC when the New Heart Community Church failed to enforce the SBC's policies against homosexual members and implemented a policy that homosexual members be allowed to attend the Baptist church.

129. In 2009, the Convention disaffiliated with its Texas member church that had five openly homosexual members at the time, including some serving on the church committees, for its failure to adhere to the SBC's policies, standards, practices, and procedures.

130. In 2019, SBC President J.D. Greear admitted the SBC possessed the right and power to control its member churches when the SBC issued its resolutions in 2002, 2007, and 2013. He admitted the SBC failed to take reports of abuse in its churches seriously and stated the SBC "outright ignored or silenced victims," whatever the SBC did in the past was "clearly not enough," and the SBC had the right and power to do more to affect its member churches and youth group members around the country to protect and warn them about the risk of sexual abuse.

131. From 2005 to 2018, the SBC received between \$190,000,000 to \$210,000,000 from its member churches and institutions in contributions per year. This includes between \$800,000 and \$2,000,000 from Defendant BGAV every year and between \$5,000,000 and \$7 million from its member churches every year.

132. At all times material and relevant herein, IBC made financial contributions to the BGAV every month with a percentage of each contribution set aside to be contributed to the SBC every year as part of BGAV's yearly contribution to the SBC.

133. At all times relevant herein, the BGAV and SBC regularly participated in the ministry, management, and operations of IBC including, but not limited to, supplying ministers, supplying

ministry and non-ministry applicants, sponsoring and conducting meetings, sponsoring and conducting conferences, providing materials to staff, training staff, conducting clinics to educate staff, and staffing positions at the church including volunteers and Pastors.

134. At all times relevant herein, BGAV provided materials, guidance, and policies to member churches, including IBC, to assist in the hiring of Pastors, Youth Pastors, volunteers, and staff.

135. At all times relevant herein, BGAV placed Pastors, Youth Pastors, and Youth Ministers for its member churches upon request and/or when the BGAV chose to do so.

136. Upon information and belief, at all times material and relevant herein, IBC made substantial, yearly financial contributions to the PBA making up nearly 80% of all contributions received by PBA from its member churches.

137. At all times relevant herein, the PBA's Director of Missions was a member of IBC.

138. At all times relevant herein, the SBC set a yearly agenda to be followed by its member churches accompanied by materials and resources. The SBC sent out policies and procedures to its member churches upon their request and/or when the SBC chose to do so.

139. At all times material and relevant herein, the SBC knew or should have known more than 380 SBC church leaders and volunteers faced allegations of sexual misconduct. At least 35 SBC ministers and volunteers were accused of sexual misconduct, but continued to work at churches. Despite this, the SBC failed to identify the nearly 400 leaders and volunteers facing allegations, including Jeffrey Clark, which would have provided a warning to its members.

140. The SBC, BGAV, PBA, and/or IBC knew or should have known it possessed information not as easily or readily available to its individual members and parents of potential youth group members regarding the crisis of child sexual abuse within its churches, the patterns of abuse, the identities of abusers, and the standards to best prevent child sexual abuse.

141. If, at any time relevant herein, the SBC, BGAV, PBA, and/or IBC partially or fully informed the Plaintiffs' parents about the known crisis of child sexual abuse within Southern Baptist churches, the patterns of abuse, the identities of abusers, and the standards to best prevent child sexual abuse, the Plaintiffs' parents would not have permitted the Plaintiffs to join the Youth Group, attend Youth Group functions, participate in Youth Group activities, or associate with Jeffrey Clark.

142. From 2008 through 2015, Jeffrey Dale Clark ("Jeffrey Clark"), an assistant to the IBC Youth Group who was promoted to Leader of the Youth Group in 2010, repeatedly committed acts of sexual assault on at least eight minor boys who were members of the Youth Group.

143. Among other things, the scope of Jeffrey Clark's employment, agency, and service, as assistant and Leader of the Youth Group, included interacting with and teaching children both at IBC and at other events and facilities, including field trips and camping trips, as well as in Jeffrey Clark's home. Jeffrey Clark often took minors off IBC's property, behind closed doors, away from other members of the Youth Group, and on field trips without additional supervision. Had the SBC, BGAV, and/or PBA required member churches, including IBC, to implement policies to protect children from sexual abuse including, but not limited to, policies preventing volunteers, employees, and agents from taking minor members behind closed doors and/or spending time one on one with minor members, the leadership at IBC would have implemented and followed such policies.

144. The SBC, BGAV, PBA, and/or IBC encouraged IBC parishioners, including Plaintiffs herein, to participate in the Youth Group of which Jeffrey Clark was the Leader, both on IBC premises, on field trips and camping trips sponsored by IBC, and at Jeffrey Clark's home as part of their joint venture and business relationship to increase membership at all member churches

and institutions as an effort to raise more money through financial contributions of members, member churches, member institutions, and member organizations.

145. At all times during the aforesaid period of time, Jeffrey Clark's positions as Leader of the Youth Group and Assistant of the Youth Group were subject to the direct control and supervision of the IBC, acting on behalf of IBC, SBC, BGAV, and/or PBA as part of their agency relationship and joint venture, and Jeffrey Clark acted at all times herein with and within the actual and apparent authority of the SBC, BGAV, PBA, and/or IBC, and in the scope and course of his employment, agency, and service.

146. Jeffrey Clark used his positions as Leader of the Youth Group and Assistant of the Youth Group to lure, seduce, capture, and groom innocent children, who would later become victims of sexual abuse. This power was afforded to Jeffrey Clark by the actions and/or omissions of the SBC, BGAV, PBA, and/or IBC without appropriate oversight, supervision, practices, and procedures to ensure the safety of the children who would later become his victims, including the Plaintiffs.

147. At all times relevant herein, the SBC, BGAV, PBA, and/or IBC knew or should have known that Jeffrey Clark, as Youth Group Leader and/or Assistant, organized and chaperoned field trips, camping trips, and other events away from IBC. On occasion, these trips would include two adults, one of them being Jeffrey Clark, and fifteen children from the youth group. More often than not, Jeffrey Clark was the only adult chaperone on the field trips and overnight camping trips that included up to or around fifteen children in the youth group. Jeffrey Clark sexually abused numerous children at these events. Camp Kehukee, which is owned and operated by PBA, was one of these aforementioned locations where field trips were taken and children, including some Plaintiffs herein, were sexually abused during those trips.

148. At all times relevant herein, the SBC, BGAV, PBA, and/or IBC knew or should have known that Jeffrey Clark held Youth Group day time functions at his home, and overnight functions at his home, without the presence of another adult, under the apparent authority of the SBC, BGAV, PBA, and/or IBC.

149. At all times relevant herein, the SBC, BGAV, PBA, and/or IBC knew or should have known that an adult, Youth Group volunteer, Youth Group leader, or Youth Group assistant should never be left alone with children in the Youth Group, should never be permitted to leave the IBC's property alone with children in the Youth Group, should never be alone on IBC's property with children in the Youth Group, should never be alone behind closed doors with children in the Youth Group, and otherwise should not have contact with any children in the Youth Group outside of the Church.

150. At all times relevant herein, an internal investigation would have revealed the sexual abuse Jeffrey Clark was subjecting numerous children to within the guise of the SBC, BGAV, PBA, and/or IBC, and under the direct control of the SBC, BGAV, PBA, and/or IBC.

151. At all times relevant herein, the SBC, BGAV, PBA, and/or IBC could have prevented the sexual abuse complained of herein from occurring by requiring proper policies and procedures such as requiring a pre-interaction interview, a background check, an application including references from prior jobs or relationships, and following the proper precautions and taking the appropriate steps to prevent Jeffrey Clark from having one-on-one contact with children in the Youth Group outside the church, in his home, or outside the direct supervision another adult.

152. On September 18, 2015, Jeffrey Clark was arrested and charged with Forcible Sodomy, Indecent Liberties, and Aggravated Sexual Battery against Plaintiffs and other named and unnamed victims who were minors at the time of the offenses. On or about April 25, 2016,

Jeffrey Clark entered pleas of guilty to the charges against him in the Circuit Courts of Chesterfield County and Colonial Heights, and is currently incarcerated and serving 25 years for his crimes.

153. Plaintiffs herein are victims of Jeffrey Clark's sexual assaults during the aforesaid time period. The harm resulted from occurrences, including repeated exposure to substantially the same general harmful conditions, as well as sexual misconduct, sexual molestation, and sexual touching.

154. At all times relevant herein, sexual abuse of minors has been contrary to the values, standards, and practices of the SBC, BGAV, PBA, and IBC.

155. Although these Plaintiffs were minors at the time of the sexual assaults described herein, all of them, with the exception of J.L.S. and T.L.S., have now reached the age of majority. Factual allegations relating to each of the individual Plaintiffs follow.

**J.W.C.**

156. In 2008, while Jeffrey Clark was an assistant to the Youth Group, he sexually assaulted and sexually abused J.W.C., who was, at the time, a parishioner of IBC and member of the Youth Group. J.W.C. was twelve (12) years old at the time he was assaulted.

157. Jeffrey Clark sexually assaulted J.W.C. while acting with the apparent power and authority of the SBC, BGAV, PBA, and/or IBC.

158. In January 2009, J.W.C., accompanied by his mother, went to the office of David Prather ("Prather"), who was then the Senior Pastor at IBC, to report to Prather that Clark had sexually assaulted J.W.C. Present at the time were Prather, Defendant Adkins (then Junior Pastor), J.W.C., and J.W.C.'s mother.

159. J.W.C. was visibly upset as he reported that Jeffrey Clark had molested him.



160. Soon thereafter, Prather brought the allegation up to IBC's Board of Regents, which included Clark's father, Alvin ("Ted") Clark (hereinafter "Ted Clark").

161. At all times relevant herein, Ted Clark was the Finance Chairman for the IBC, and later served as Deacon and a member of the Board of Regents. Ted Clark had been a member of the IBC congregation for four decades. Ted Clark also loaned IBC funds to purchase property.

162. Ted Clark and Jeffrey Clark approached J.W.C. following his allegation, called him a liar, and threatened him to recant his allegation.

163. Prather brought the matter to the attention of the Deacons and requested their support to prohibit Jeffrey Clark from interacting with the Youth Group.

164. Ted Clark heard of this, and in a meeting that included Ted Clark, Jeffrey Clark, Adkins, and Prather, Ted Clark and Jeffrey Clark denied the allegations. Ted Clark and Jeffrey Clark blamed the allegations on J.W.C.'s mother, who they claimed was creating a story in retaliation against Jeffrey Clark with whom she had previously been in a relationship, and claimed J.W.C. voluntarily recanted.

165. In the spring of 2009, J.W.C.'s allegation against Jeffrey Clark became known to other members of IBC. Despite knowledge of the Allegation against Jeffrey Clark, the Defendants continued to permit Jeffrey Clark to hold Youth Group gatherings at his home without another adult, Youth Group Assistant, or Youth Group Leader present.

166. Ted Clark subsequently threatened Prather with a defamation lawsuit for objecting to Jeffrey Clark's continued involvement with the Youth Group, and for insisting IBC conduct a formal inquiry into the Allegation.

167. Prather then approached the Deacons of the IBC and asked for their support in ousting Jeffrey Clark from involvement with the Youth Group, as well as support against any lawsuit

that might be filed against him by Ted Clark. After Prather's plea for support and backing, the Deacons voted 8-5 not to support Prather, which was, in effect, a vote in support of Ted Clark and Jeffrey Clark.

168. By the summer of 2009, most of the members of the IBC congregation were aware of the Allegation and, in August 2009, a recorded meeting took place in front of the congregation to address the matter where Pastor Alex Roberts was present on behalf of PBA.

169. Thereafter, Prather was ousted from his position as Senior Pastor; Adkins was promoted to Senior Pastor; Ted Clark was given a role as Deacon; and Jeffrey Clark became a Leader of the Youth Group, despite no investigation having been conducted as to the Allegation made against him.

170. The August 2009 meeting at IBC led to a split in the church. Those who believed J.W.C.'s allegations did not want Clark involved with the church, so they left and started Second Chance Baptist Church. Prather became the Pastor of the newly formed church.

171. At or near the time of the split in the IBC congregation, J.W.C. and his mother left IBC and joined Second Chance.

172. Jeffrey Clark sexually assault J.W.C. while acting with the apparent power and authority of the SBC, BGAV, PBA and/or IBC.

**C.R.B.**

173. In 2009, Jeffrey Clark sexually abused C.R.B. who was 15 years old at the time he was first abused.

174. At the time of the split in the IBC congregation, there were at least ten (10) children in the Youth Group. After the split, the number of members was reduced to two, one of whom was C.R.B. All other young families left the church at that time.

175. Jeffrey Clark formally reengaged with the Youth Group following the August 2009 church split. At the time, the leaders of the youth group were Jared Parker and Kim Parker. During this time, Jeffrey Clark would help with functions at the church and organize youth group camping trips and sleepovers at his home. Jeffrey Clark continued to organize, oversee, and chaperone these sleepovers and camping trips without another adult present.

176. Both Jared Parker and Kim Parker were members of IBC before the 2009 split, and certainly had knowledge of the Allegation. Still, they, while acting within the scope of their employment, agency, or service with IBC, allowed Jeffrey Clark to return to assist with the Youth Group.

177. From 2009 through 2015, the Youth Group at IBC and IBC's membership began to grow in furtherance of the purpose and goal of the joint venture by and between the SBC, BGAV, PBA, and/or IBC. Jeffrey Clark was instrumental in the growth of the Youth Group, as he would organize trips and events that attracted attention and additional members in the local community. The events Jeffrey Clark planned, including the camping trips, lured the children of the community to IBC. As a result, some families joined the IBC congregation because of the involvement of their children in the Youth Group. Thus, Jeffrey Clark helped to increase the size of the congregation, causing an increase in the financial support for, and resources available to, the SBC, BGAV, PBA, and/or IBC. Despite the increasing number of Youth Group members, IBC never instituted formal screening process or proper precautions to prevent or discover sexual abuse and the SBC, BGAV, and/or PBA never required them to do the same although the SBC, BGAV, PBA, and/or IBC knew or should have known the precautions were needed, necessary, and reasonable to protect the children of the Youth Group.

178. In 2011, Jared Parker and Kim Parker left the Youth Group due to Clark's behavior toward them, but they remained members of the IBC. Fred Adkins then promoted Jeffrey Clark to leader of the Youth Group without objection from the SBC, BGAV, and/or PBA.

179. Jeffrey Clark sexually abused and molested C.R.B. multiple times per year from 2009 to 2012.

180. When C.R.B. heard of the new allegations against Jeffrey Clark in 2015, he spoke out for the first time about his experience with Jeffrey Clark.

181. Jeffrey Clark sexually assaulted C.R.B. while acting with the apparent power and authority of the SBC, BGAV, PBA, and/or IBC.

#### **S.M.O.**

182. Jeffrey Clark sexually abused and molested S.M.O. multiple times per year from 2013 through 2015.

183. S.M.O. first met Clark in March or April of 2013, after Clark had molested J.W.C. and C.R.B., and after the split in the IBC congregation. S.M.O. and his family began attending IBC after the split, and S.M.O. later joined the Youth Group at a time when Jeffrey Clark was the only youth group member or leader.

184. Approximately two months after S.M.O.'s involvement in the Youth Group, Jeffrey Clark told S.M.O. about the split in the church. Jeffrey Clark told S.M.O. that the reason for the split was that Clark's ex-fiance's son (J.W.C.) had concocted a story that Jeffrey Clark had molested him.

185. Jeffrey Clark sexually assaulted S.M.O. for the first time in the summer of 2013 at Jeffrey Clark's home, after serving S.M.O. alcohol and marijuana. Jeffrey Clark had invited S.M.O. and

another boy to his house while they were at church. Jeffrey Clark sexually assaulted S.M.O. on at least seven more occasions from 2013 until 2015.

186. At least one of Jeffrey Clark's sexual assaults on S.M.O. took place at an IBC Youth Group camping trip at Camp Kehukee, which was owned and operated by the PBA, while Clark was serving as Youth Group Leader. On several occasions during this church camping trip, Jeffrey Clark waited until most of the campers were asleep, after which he took S.M.O. and another boy from the Youth Group out into the woods, gave them alcohol, and forced them to engage in oral sex.

187. Jeffrey Clark sexually assaulted S.M.O. while acting with the apparent power and authority of the SBC, BGAV, PBA, and/or IBC.

**E.S.D.**

188. E.S.D. met Jeffrey Clark for the first time in July 2011, when E.S.D. was 13 years old. E.S.D. began attending and assisting with Vacation Bible School at IBC at that time, and Jeffrey Clark invited E.S.D. to join the IBC Youth Group while acting in support and furtherance of the SBC, BGAV, PBA, and/or IBC.

189. During Labor Day weekend in 2012, while serving as the Leader of the Youth Group, E.S.D. spent the night at Jeffrey Clark's home. Jeffrey Clark gave the boys alcohol, marijuana, and Ambien, and then forced them to perform oral sex on him and on each other.

190. From August 2012 through February 2014, Clark sexually abused and sexually assaulted E.S.D. on multiple occasions in the same manner as described above, including one occasion at IBC's physical property on Halloween in the church's nursery.

191. In February 2014, when E.S.D. was in the ninth grade, he told a friend in the Youth Group a tamer version of what Jeffrey Clark had been doing to him. This information made its

way back to Jeffrey Clark, who lured E.S.D. to his home to confront him about disclosing his activities, and threatened to kill E.S.D. for divulging information to his friend. Jeffrey Clark then forcibly sodomized E.S.D.

192. From February 2014 to July 2015, Jeffrey Clark continued to sodomize, sexually abuse, and sexually assault E.S.D. on a regular basis and force him to engage in oral sex, at Jeffrey Clark's home during sleepovers, after doing yard work for Jeffrey Clark, and during church trips.

193. In 2014, Jeffrey Clark chaperoned two church camping trips with the Youth Group in his capacity as Youth Group Leader at Camp Kehukee, during which he took E.S.D. into the woods and committed sodomy upon him and forced him to engage in oral sex.

194. In May of 2014, during a camping trip to Shenandoah National Park with the Youth Group, Jeffrey Clark again committed sodomy upon E.S.D. and forced him to engage in oral sex in Jeffrey Clark's camper. E.S.D. and another boy slept in Jeffrey Clark's camper. Jeffrey Clark's father and IBC Deacon, Ted Clark, was in attendance for the entirety of this camping trip, and four other boys slept in his camper.

195. During many of the occasions when E.S.D. would spend the night at Jeffrey Clark's home, Jeffrey Clark would discuss and prepare for Youth Group events and church business and engage in church business over the telephone.

196. Jeffrey Clark sexually assaulted E.S.D. while acting with the apparent power and authority of the SBC, BGAV, PBA, and/or IBC.

**T.W.B.**

197. In early 2014, T.W.B. was invited by S.M.O. to accompany him to attend church at IBC. At that time, S.M.O. introduced T.W.B. to Jeffrey Clark as a member of the IBC and a Leader of the Youth group.

198. At that time, Clark asked T.W.B. and S.M.O. if they would like to go to Jeffrey Clark's home. IBC knew or should have known the two left the church with Jeffrey Clark, went to his home, and returned together to the church for an evening session.

199. T.W.B. and S.M.O. spent the night at Jeffrey Clark's home that evening. During that evening at Clark's home, Jeffrey Clark gave them drugs and alcohol, after which Jeffrey Clark touched T.W.B. in his private area and kissed him on the mouth.

200. Jeffrey Clark sexually assaulted and sexually abused T.W.B. while acting with the apparent power and authority of the SBC, BGAV, PBA, and/or IBC.

201. S.M.O. and T.W.B. later spoke about their experiences with Jeffrey Clark to each other, but neither of them told anyone for a year and a half. T.W.B. then told his parents what had occurred at Clark's house in early 2014.

**C.M.H.**

202. Jeffrey Clark sexually assaulted and sexually abused C.M.H. for several years before Jeffrey Clark was incarcerated, beginning in 2009.

203. C.M.H. was sexually abused by Jeffrey Clark, and forced to engage in oral sex and sodomy with Jeffrey Clark and other Youth Group members on several occasions.

204. Jeffrey Clark sexually assaulted C.M.H. at multiple locations, including Camp Kehukee, which is owned and operated by the PBA.

205. Jeffrey Clark sexually assaulted C.M.H. while acting with the apparent power and authority of the SBC, BGAV, and/or IBC.

**J.L.S.**

206. Jeffrey Clark sexually assaulted and sexually abused J.L.S. after J.L.S. joined the Youth Group in 2014 until Jeffrey Clark was arrested for charges relating to his actions alleged in this Complaint.

207. In or about 2014 through September of 2015, Jeffrey Clark knowingly and intentionally supplied illegal and prescriptions drugs to J.L.S. and forcibly sodomized him against his will and by force, threats and intimidation.

208. Jeffrey Clark sexually assaulted J.L.S. at multiple locations, including Camp Kehukee, which is owned and operated by the PBA.

209. During the fall of 2015, it was reported to Chesterfield and Colonial Heights Law Enforcement authorities that Jeffrey Clark had raped and sexually abused several children who were part of the Youth Group. Those identified during the law enforcement investigation as having been raped by Jeffrey Clark included J.L.S.

210. Jeffrey Clark sexually assaulted J.L.S. while acting with the apparent power and authority of the SBC, BGAV, PBA, and/or IBC.

**T.L.S.**

211. Jeffrey Clark also sexually assaulted and sexually abused T.L.S. in or about 2013 on at least one occasion.

212. T.L.S. regularly attended youth group functions and functions with the Royal Ambassadors.

213. In or about 2013, Jeffrey Clark approached T.L.S. behind closed doors at Immanuel Baptist Church. There, behind closed doors and outside the line of sight of other adults, Jeffrey Clark sexually assaulted T.L.S.



214. Jeffrey Clark sexually assaulted T.L.S. while acting with the apparent power and authority of the SBC, BGAV, PBA, and/or IBC.

**CAUSES OF ACTION**

**COUNT I  
ASSAULT AND BATTERY**

*(All Plaintiffs, except S.M.O., Against Jeffrey Dale Clark)*

215. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

216. The acts committed by Defendant Jeffrey Clark against Plaintiffs described herein constitute assault and battery, actionable under Virginia law.

217. Jeffrey Clark committed nonconsensual sexual acts against Plaintiffs that resulted in harmful or offensive contact with the bodies of Plaintiffs.

218. Specifically, Jeffrey Clark committed acts which caused injury to Plaintiffs by subjecting them to imminent battery and/or intentional invasions of their rights to be free from offensive and harmful contact, and said conduct demonstrated that Jeffrey Clark had a present ability to subject Plaintiffs to an immediate, intentional, offensive and harmful touching.

219. Jeffrey Clark assaulted and battered Plaintiffs by nonconsensual and unwanted touching.

220. Plaintiffs did not consent to the contact by Jeffrey Clark, which caused injury, damage, loss, and/or harm.

221. As a direct and/or proximate result of the Jeffrey Clark's actions, Plaintiffs have suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace,

fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, physical and mental sickness, nightmares, psychological injuries, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

**COUNT II  
NEGLIGENT, GROSSLY NEGLIGENT, AND RECKLESS BREACH OF DUTY  
ARISING FROM SPECIAL RELATIONSHIP**

*(All Plaintiffs as Against Immanuel Baptist Church and Petersburg Baptist Association)*

222. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

223. Based on its offerings of “in house” Youth Ministry Programs, directed at and developed specifically for children in the community, IBC created a special relationship with Plaintiffs, and therefore owed a duty to warn them and their parents and a duty to protect them from reasonably foreseeable dangers of harm.

224. A special relationship existed between Plaintiffs and the IBC to protect them from harm. Church youth groups are known to attract pedophiles, child molesters, and child predators as volunteers, employees, or agents since they provide sexual predators with easy access and contact with potential victims. The IBC, through its Youth Group, opened its doors to young members of the community with the implicit assurance that it provided a safe environment to relinquish control of their children. The special relationship created a duty to warn and a duty to

protect the children of the Youth Group from reasonably foreseeable dangers of harm, including warnings and protection from the potential sexual misconduct of any individuals permitted to chaperone or assist with the Youth Group, whether prior specific allegations against the individual existed or not.

225. IBC knew or should have known the danger that could result from allowing an adult individual to spend time with Youth Group members alone on camping trips, at the church, and especially at his home. As a member church of the SBC, IBC received the SBC's resolutions "On The Sexual Integrity of Ministers" in 2002, "On Protecting Children from Abuse" in 2007, and "On Sexual Abuse of Children" in 2013 stating "sexual crimes against children have reached alarming levels," "this abuse has occurred too often in churches and homes" at the hands of "ordained ministers and ministry workers." These circumstances, alone, presented a reasonably foreseeable danger of harm to the children, giving rise to a duty to warn the parents of the one on one conduct with the Youth Group assistants, volunteers, or leaders, and/or to protect the children from potentially dangerous circumstances.

226. A special relationship also existed between the IBC and Jeffrey Clark. Jeffrey Clark was IBC's employee giving rise to a duty to control him and prevent him from doing harm to Plaintiffs.

227. IBC voluntarily took custody of Plaintiffs under circumstances such as to deprive them of their normal power of self-protection and to subject them to association with Jeffrey Clark, a person likely to harm them and, therefore, were under a duty to exercise reasonable care so to control the conduct of Jeffrey Clark so as to prevent him from intentionally harming Plaintiffs or conducting themselves as to create an unreasonable risk of harm to him.

228. IBC knew or had reason to know that they had the ability to control Jeffrey Clark's conduct, and they knew or should have known of the necessity and opportunity to exercise such control.

229. The burden of protecting Plaintiffs and the consequences of placing that burden on IBC were minor, as IBC's agents were already duty-bound to provide them with supervision and care.

230. Based upon its offering of camp grounds to Youth Ministry Programs directed at and developed specifically for children in the community and/or its offering of Camp Kehukee to guests PBA created a special relationship with Plaintiffs, its guests, arising out of the facts surrounding the circumstances of this action and/or its innkeeper-guest relationship with the Plaintiffs. Therefore, PBA owed a duty to warn Plaintiffs and their parents and a duty to protect them from reasonably foreseeable dangers of harm.

231. A special relationship existed between Plaintiffs and the PBA to protect them from harm. Church youth groups are known to attract pedophiles, child molesters, and child predators as volunteers, employees, or agents since they provide sexual predators with easy access and contact with potential victims. Additionally, incidents of sexual abuse within church youth groups are known to increase when youth members are isolated with adults as they were allowed to be at Camp Kehukee. The PBA, through its ownership and operation of Camp Kehukee opened its doors to young members of the community who were members of church youth groups with the implicit assurance that it provided a safe environment to relinquish control of their children. The special relationship created a duty to warn and a duty to protect the children of the Youth Group from reasonably foreseeable dangers of harm, including warnings and protection from the potential sexual misconduct of any individuals permitted to chaperone or

assist with the Youth Group, whether prior specific allegations against the individual existed or not.

232. PBA knew or should have known the danger that could result from allowing an adult individual, including Jeffrey Clark, to spend time with Youth Group members alone at Camp Kehukee. As a member institution of the SBC, PBA received the SBC's resolutions "On The Sexual Integrity of Ministers" in 2002, "On Protecting Children from Abuse" in 2007, and "On Sexual Abuse of Children" in 2013 stating "sexual crimes against children have reached alarming levels," "this abuse has occurred too often in churches and homes" at the hands of "ordained ministers and ministry workers." These circumstances, alone, presented a reasonably foreseeable danger of harm to the children, giving rise to a duty to warn the parents of the one on one conduct with the Youth Group assistants, volunteers, or leaders, and/or to protect the children from potentially dangerous circumstances.

233. A special relationship also existed between the PBA and Jeffrey Clark. The PBA hosted several camping trips in connection with IBC during which Jeffrey Clark was known to be the only chaperone for youth group members. By doing so, the PBA took charge of Jeffrey Clark, and had a duty to exercise reasonable care to control him to prevent him from doing harm to the youth members. Through PBA's direct involvement with IBC before the Allegation and after the Allegation, the PBA knew or should have known Jeffrey Clark had a history of sexual perversion with minors, which included but was not limited to the Allegation. PBA knew or should have known Jeffrey Clark was likely to cause bodily harm to youth group members and minors on its camp grounds if he was not controlled.

234. Pastor Fred Adkins served as a director of the PBA. Pastor Adkins and Pastor Roberts, another director of the PBA, knew of the Allegation against Jeffrey Clark involving his

molestation of a youth group member at IBC throughout the time PBA was permitting Jeffrey Clark, as an employee of IBC, to host youth group members at Camp Kehukee without additional adult supervision.

235. PBA voluntarily took custody of Plaintiffs under circumstances such as to deprive them of their normal power of self-protection and to subject them to association with Jeffrey Clark, a person likely to harm them and, therefore, were under a duty to exercise reasonable care so to control the conduct of Jeffrey Clark so as to prevent him from intentionally harming Plaintiffs or conducting themselves as to create an unreasonable risk of harm to him.

236. PBA knew or had reason to know that they had the ability to control Jeffrey Clark's conduct, and they knew or should have known of the necessity and opportunity to exercise such control.

237. The burden of protecting Plaintiffs and the consequences of placing that burden on PBA were minor, as PBA's agents were already duty-bound to provide them with supervision and care.

238. Defendants knew or should have known that Jeffrey Clark posed a danger to the young members of the Youth Group that they would be sexually assaulted, and the harm suffered by Plaintiffs was reasonably foreseeable, particularly in light of the information received from J.W.C. that Jeffrey Clark presented a danger to the membership of the Youth Group.

239. Defendants breached their duties to Plaintiffs in failing to fully investigate the allegations of sexual abuse by J.W.C., and retaining Jeffrey Clark and even promoting him to Youth Group Leader after it was clear that he was unfit and posed a danger to all members of the Youth Group including Plaintiffs.

240. Defendants breached their duties to Plaintiffs by failing to warn them or their parents, failing to protect them from the foreseeable dangers posed by Jeffrey Clark, and failing to control Jeffrey Clark.

241. As a direct and proximate result of the foregoing acts of negligence, recklessness, wantonness, and gross negligence by IBC, Plaintiffs suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

**COUNT III  
VICARIOUS LIABILITY**

*(All Plaintiffs Against Defendant Immanuel Baptist Church)*

242. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

243. The knowing, perhaps intentional, malicious, willful, and wanton misconduct of Jeffrey Clark was inflicted upon Plaintiffs while Jeffrey Clark was a servant of IBC acting within the scope of his employment, agency, and service with IBC and involved, *inter alia*, lack of judgment, infirmity of temper and influence of passion.

244. Jeffrey Clark's misconduct within the scope of his employment, agency, and service was fairly and naturally incident to the business of IBC and was foreseeable by IBC.

245. Among other things, the scope of Jeffrey Clark's employment, agency, and service, as assistant and Leader of the Youth Group, included interacting with and teaching children both at IBC and at other events and facilities, including field trips and camping trips, as well as in Jeffrey Clark's home.

246. From at least 2008, IBC hired, selected, retained, supervised, and maintained Jeffrey Clark as a duly authorized adult assistant and Leader of the Youth Group.

247. At all times during the aforesaid period of time, Jeffrey Clark's position as Leader of the Youth Group was subject to the direct control and supervision of the IBC, and Jeffrey Clark acted at all times herein with and within the actual and apparent authority of the IBC and in the scope and course of his employment, agency, and service.

248. At all times relevant herein, the IBC employed, hired, approved, sponsored, authorized, ratified, retained, condoned, allowed, permitted and supervised Jeffrey Clark as an adult associate and Leader of the Youth Group at IBC, on field trips and camping trips, and at Jeffrey Clark's home, and they knew as a result of their collective training and education, as well as the existence of actual claims, the potential for Church-related youth groups to attract predatory persons because of the youthful composition of such groups and their need for adult supervision.

249. IBC, Adkins, and Ted Clark did encourage, ratify, and condone all of the breaches of duty and assaults by Jeffrey Clark.

250. IBC, Adkins, and Ted Clark knew or should have known in 2009 that Jeffrey Clark was abusing one or more of the Plaintiffs years before the abuse was reported to the authorities. IBC,



Adkins, and Ted Clark purposefully failed to notify the authorities, in violation of their statutory duty pursuant to Section 63.2-1509 of the Code of Virginia.

251. Because the actions of Jeffrey Clark were within the scope of his employment, agency, and service, IBC is vicariously liable for the actions of Jeffrey Clark and for the damages resulting therefrom.

252. Because the actions and/or omissions of Jeffrey Clark were within the scope of his employment, agency, and service, IBC, Adkins, and Ted Clark are vicariously liable for the damages resulting therefrom.

253. As a direct and proximate result of the foregoing acts of direct and vicarious liability, Plaintiffs suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

**COUNT IV  
NEGLIGENT, GROSSLY NEGLIGENT, AND RECKLESS HIRING,  
RETENTION AND SUPERVISION**

*(All Plaintiffs Against Immanuel Baptist Church)*  
*and*  
*(J.W.C., C.R.B., C.M.H., T.L.S., and M.S., Individually, Against Fred Adkins, and Alvin T. Clark)*

254. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual

and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

255. In acting as aforesaid, Defendant IBC did wrongfully, negligently, carelessly, grossly negligently, and recklessly fail to create and otherwise maintain adequate and sufficient procedures and steps to investigate the backgrounds of persons whom they hired.

256. In hiring Jeffrey Clark, Defendants IBC and Adkins negligently placed an unfit person in an employment situation involving an unreasonable risk of harm to Plaintiffs.

257. If these Defendants had bothered to investigate Jeffrey Clark's background, they would have discovered that Clark had a sexual perversion for children and was unfit for an employment situation involving young boys.

258. These Defendants also failed to conduct a proper investigation of J.W.C.'s accusations, never sought to discover if other children had been assaulted by Jeffrey Clark, choosing instead to believe Jeffrey Clark's denials and claims that the accusations were the result of his former girlfriend's attempts at retaliation without seeking any additional information or reporting J.W.C.'s accusations as required by Virginia law.

259. Instead of conducting a proper investigation of J.W.C.'s accusation, Defendant Ted Clark, in his capacity as Chairman of the Finance Committee, Deacon, and member of the Board of Regents of IBC, threatened anyone who might make such accusations with a defamation lawsuit, thereby intimidating any other children or parents who might otherwise come forward to join in the accusations against Jeffrey Clark.

260. IBC, by and through the actions of its agents and employees, used its relationships within the congregation to create a hostile environment in which church leadership turned against J.W.C. and anyone who stood behind his allegation. As such, the leadership of the IBC,

including the Deacons and Board of Regents became the driving force of Prather's ouster, the denial of J.W.C.'s allegation, and the IBC's failure to investigate.

261. IBC and Adkins chose to believe Jeffrey Clark's denials and chose not only to retain Jeffrey Clark, but to promote him to Youth Group Leader after Adkins became Senior Pastor, thereby giving Jeffrey Clark even more access to young boys in the Youth Group.

262. If IBC followed up on, investigated, or inquired after J.W.C.'s accusation that Jeffrey Clark had sexually assaulted him, they would have and should have known Defendant Clark was dangerous and likely to molest and sexually assault others in the youth group, and never retained Jeffrey Clark as an employee.

263. If IBC followed up on, investigated, or inquired after J.W.C.'s accusation that Jeffrey Clark had sexually assaulted him, they would have discovered that other youth group members had been assaulted, and they would not and should not have retained him as an employee. Had they done so, they would have protected J.W.C. and C.R.B. and the remaining Plaintiffs herein from Jeffrey Clark and prevented him from raping, sodomizing, and forcing them to engage in oral sex with him and others.

264. Instead, by failing to conduct an investigation of Jeffrey Clark after J.W.C.'s accusation, and then promoting Jeffrey Clark to Youth Group Leader, these Defendants placed these Plaintiffs in serious peril, causing them to suffer life-long damage, including bodily injury, and physical and mental sickness.

265. Defendants IBC, Adkins, and Ted Clark negligently supervised and retained Jeffrey Clark by failing to monitor his interactions with young children in his care and in his presence as when he served as an assistant and as a Leader in the IBC Youth Group.

266. In acting as aforesaid, Defendant IBC and Adkins did wrongfully, negligently, carelessly, and recklessly fail to create and otherwise maintain adequate and sufficient procedures and steps to, investigate the backgrounds of persons whom they hired, supervise them in the performance of their duties, and periodically evaluate them for purposes of ensuring their continuing fitness for retention. Upon information and belief, had Defendants IBC and Adkins adequately investigated, supervised, and evaluated Clark, he would not have been hired, retained, or allowed to have unsupervised contact with children, including the Plaintiffs.

267. IBC, by and through its adult employees, agents, and servants, agreed to supervise and care for minors, including the Plaintiffs, as part of its Youth Group, Youth Ministry, and Royal Ambassadors programs.

268. Plaintiffs' parents relinquished their supervision and care of their children to IBC and the adults at IBC who, at all times relevant herein, acted as employees, agents, and servants of IBC who agreed to supervise and care for the Plaintiffs.

269. IBC and its adult agents, servants, and employees acting within the scope of their agency and employment with IBC owed the Plaintiffs a duty to act as a reasonably prudent person would under similar circumstances to care for and supervise the Plaintiffs.

270. The negligent, gross negligence, and recklessness of IBC and its adult agents, servants, and employees acting within the scope of their agency and employment with IBC includes but is not limited to the failure to provide adequate supervision of the Plaintiffs; failure to care for the Plaintiffs, failure to ensure more than one adult was chaperoning the members of the Youth Group; failure to care for the safety of the Plaintiffs by allowing the children to leave the property with an adult not related to the Plaintiff; failure to supervise the actions of volunteers and employees while interacting with the members of the Youth Group; failure to supervise the

children when Jeffrey Clark was interacting with them; failure to care for the Plaintiffs by separating Jeffrey Clark from the Youth Group; and failure to care for the Plaintiffs as minors by allowing Jeffrey Clark unfettered and unsupervised contact with the Plaintiffs.

271. Defendants IBC and Adkins did encourage, ratify, and condone all of the breaches of duty and assaults by Jeffrey Clark and, thus, had actual knowledge that he was not fit and should not have been retained as an employee, and should have reported the suspected child abuse pursuant to Section 63.2-1509 of the Code of Virginia.

272. As a direct and proximate result of the aforesaid negligence, gross negligence, and recklessness of Defendants IBC, Adkins, and Ted Clark regarding the hiring, supervision, and retention of Jeffrey Clark, Plaintiffs suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

**COUNT V  
NEGLIGENCE *PER SE* – VIOLATION OF SECTION 63.2-1509 OF THE CODE OF  
VIRGINIA**

*(All Plaintiffs Against Immanuel Baptist Church)  
and  
(J.W.C., C.R.B., C.M.H., T.L.S., and M.S., Individually, Against Fred Adkins, and Alvin T.  
Clark)*

273. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual

and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

274. In failing to report the suspected abuse of Plaintiffs by Clark to authorities, Defendants violated Section 63.2-1509 of the Code of Virginia, which required persons associated with or employed by any private organization responsible for the care, custody, or control of children to report suspected child abuse or neglect.

275. Section 63.2-1509 of the Code of Virginia was enacted to protect health, safety, and welfare, and was specifically enacted for the protection of children.

276. All of the Plaintiffs are members of the class for whose benefit Section 63.2-1509 of the Code of Virginia was enacted.

277. Defendants had actual knowledge or, at the very least, had reason to suspect, that children were being sexually abused by Clark, particularly after the report of abuse by J.W.C. and his mother.

278. The violation of Section 63.2-1509 of the Code of Virginia by Defendants constitutes negligence *per se* under Virginia law.

279. As a direct and/or proximate result of Defendants' violations of Section 63.2-1509 of the Code of Virginia, Plaintiffs suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities

and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

**COUNT VI  
CIVIL CONSPIRACY**

*(J.W.C., C.R.B., C.M.H., T.L.S., M.S., Individually, and J.S., Individually, Against Defendants Fred Adkins, Ted Clark, and Jeffrey Clark)*

280. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

281. At all times relevant herein, Ted Clark, the father of Jeffrey Clark, served as Chairman of the Finance Committee, a Trustee, and Deacon at Defendant IBC.

282. Adkins became Interim Pastor of Defendant IBC in March 2010, and served as Senior Pastor from August 12, 2012, until he retired in November of 2015. Adkins has also served as Music Director and Administrator at times relevant to this lawsuit.

283. During every year between 2008 and September 8, 2015, Defendant Jeffrey Clark, using the guise of his position as IBC's Youth Group Leader, supplied illegal and prescription drugs and alcohol to minors, including Plaintiffs, before he raped, forcibly sodomized and sexually battered them.

284. Jeffrey Clark's criminal and sexually deviant acts took place at church-sponsored camps, inside the premises of IBC, and Jeffrey Clark's home.

285. In 2009, J.W.C. reported to IBC that he had been sexually abused by Jeffrey Clark. All Defendants were aware of J.W.C.'s allegations, and refused to conduct an investigation.

286. Instead, Defendants Adkins, Ted Clark, and Jeffrey Clark combined and conspired to conceal Jeffrey Clark's conduct, by intimidation of potential witnesses and causing the ouster of the Senior Pastor who sought to investigate J.W.C.'s allegations, all in a concerted effort to protect Jeffrey Clark and avoid the duties of the IBC to report J.W.C.'s accusation as required by Virginia law.

287. Adkins, Ted Clark, and Jeffrey Clark conspired to actively suppress anyone, specifically those members of IBC, from seeking to disclose information that would lead to the discovery of Jeffrey Clark's sexual crimes against the Plaintiffs and other victims.

288. Adkins, while wrongfully using his position and authority as Interim and then later as Senior Pastor, did conspire with Ted Clark, Jeffrey Clark, and members of IBC to use intimidation tactics to include threats of legal action to suppress the truth concerning Jeffrey Clark's illegal activities. His conspiracy with Ted Clark and Jeffrey Clark and their active efforts to suppress the truth, directly resulted in an unknown number of victims that suffered sexual abuse at the hands of Jeffrey Clark.

289. Defendants Ted Clark and Jeffrey Clark also conspired to conceal Jeffrey Clark's conduct from law enforcement after his arrest. During the fall of 2015, it was reported to Chesterfield and Colonial Heights Law Enforcement authorities that Defendant Jeffrey Clark had raped and sexually abused several children that were a part of the IBC Youth Group, including Plaintiffs.

290. On or about 2015 through 2016, law enforcement officers of the County of Chesterfield and the City of Colonial Heights jointly initiated a criminal investigation of Jeffrey Clark.

291. On September 18, 2015, Jeffrey Clark was arrested and charged with Forcible Sodomy, Indecent Liberties, and Aggravated Sexual Battery against Plaintiffs and other named and unnamed victims who were minors at the time of the offenses.



292. After Jeffrey Clark was arrested, Jeffrey Clark and Ted Clark conspired to conceal evidence from law enforcement officers, and in furtherance of the conspiracy, Ted Clark went into Jeffrey Clark's home and removed, hid and/or destroyed evidence of his son's crimes against the Plaintiffs.

293. Upon information and belief, Ted Clark openly admitted that he had destroyed evidence in Jeffrey Clark's home to individuals with whom he associated.

294. As a direct and/or proximate result of the conspiracy between Adkins, Ted Clark, and Jeffrey Clark, Plaintiffs suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

**COUNT VII  
PUNITIVE DAMAGES FOR INTENTIONAL, WILLFUL, AND WANTON  
MISCONDUCT**

*(All Plaintiffs Against Defendants Immanuel Baptist Church, Petersburg Baptist Association,  
Baptist General Association of Virginia, Southern Baptist Convention)  
and  
(J.W.C., C.R.B., C.M.H., T.L.S., and M.S., Individually, Against Fred Adkins, and Alvin T.  
Clark)*

295. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual

and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

296. Upon the discovery of pervasive sexual abuse of children throughout its member churches, the SBC, BGAV, and/or PBA acted with a reckless disregard for the health and safety of its minor members by doing nothing to assure sexual abuse of children within its member churches was discovered, deterred, and reported. Instead, the SBC, BGAV, and/or PBA ratified and condoned the abhorrent conduct by allowing known sexual abusers remain as employees, volunteers, ministers, and ministry workers within its churches, thus giving them unfettered access to children.

297. Upon the discovery of Jeffrey Clark's abuse of J.W.C. in 2009, IBC did nothing to assure that Jeffrey Clark's conduct was reported to the authorities as required by law; instead IBC ratified and condoned his conduct by allowing him to remain as assistant to the Youth Group and even promoting him to Leader of the Youth Group, giving him unfettered one-on-one access to young boys while on church premises, on field trips and camping trips, and in Jeffrey Clark's home, and thereby placing all members of the Youth Group in serious physical and emotional peril.

298. The SBC, BGAV, PBA, and IBC actively engaged in an effort to protect accused sexual predators within the Southern Baptist churches, and they, along with Adkins and Ted Clark, actively engaged in an effort to protect Jeffrey Clark from accusations against him by discrediting witnesses, concealing his conduct from law enforcement, causing the ouster of the Senior Pastor seeking to conduct an investigation, refusing to adopt a mandatory reporting system within SBC member churches, and refusing to report accusations of child abuse to authorities as required by Virginia law.

299. The IBC, Adkins, and Ted Clark provided Jeffrey Clark with unfettered access to the young members of the Youth Group, thereby allowing him to rape, sodomize, and otherwise sexually assault children, through his position as assistant to and Leader of the Youth Group, for at least eight years.

300. Because the actions of IBC, Adkins, and Ted Clark amount to a willful and wanton disregard of the rights of Plaintiffs, punitive damages should be awarded to punish these Defendants for their actions and to serve as an example to prevent others from acting in a similar way.

301. At all times relevant herein, IBC was the servant and agent of the SBC, BGAV, and PBA acting within the scope of its employment, agency, and service, and SBC, BGAV, and PBA ratified and authorized IBC's wrongful acts giving, and punitive damages should be awarded to punish these Defendants for their actions and to serve as an example to prevent others from acting in a similar way.

**COUNT VIII  
PARENTAL CLAIM FOR MEDICAL AND RELATED EXPENSES AND LOSS OF  
SERVICES**

*(J.S., Individually and M.S., Individually Against All Defendants)*

302. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

303. In acting as aforesaid, Defendants are liable to J.S., individually, for those expenses and losses of service which she has incurred in the past, and which she will incur in the future, for

curing and attempting to cure her son, J.L.S., from the result of personal injuries inflicted upon them by Defendants.

304. In acting as aforesaid, Defendants are liable to M.S., individually, for those expenses and losses of service which she has incurred in the past, and which she will incur in the future, for curing and attempting to cure her son, T.L.S., from the result of personal injuries inflicted upon them by Defendants.

**COUNT IX  
VICARIOUS LIABILITY**

*(All Plaintiffs Against Southern Baptist Convention, Baptist General Association of Virginia,  
and Petersburg Baptist Association)*

305. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

306. The knowing, negligent, grossly negligent, reckless, malicious, willful, and wanton misconduct of IBC was inflicted upon Plaintiffs while IBC was a servant of the SBC, BGAV, and PBA acting within the scope of its employment, agency, and service with the SBC, BGAV, and PBA.

307. IBC's misconduct, negligence, gross negligence, and recklessness within the scope of its employment, agency, and service was fairly and naturally incident to the business of the SBC, BGAV, and PBA and was foreseeable by the SBC, BGAV, and PBA.

308. Among other things, the scope of IBC's employment, agency, and service, as a member and cooperating church with the SBC, BGAV, and PBA, included hiring, retaining, and supervising employees and volunteers, hosting children for Sunday school and other youth group

functions, organizing trips and events to grow membership, employing adults to interact with and teach children both at IBC and at other events and facilities, including field trips and camping trips.

309. From at least 2007, the SBC, BGAV, and PBA selected, retained, supervised, and maintained IBC as a duly authorized member church and cooperating church in good standing.

310. At all times during the aforesaid period of time, IBC's actions, omissions, policies, procedures, standards, values, and decisions position as a member church and cooperating church were subject to the direct control and supervision of the SBC, BGAV, and PBA, and IBC acted at all times herein with and within the actual and apparent authority of the SBC, BGAV, and PBA and in the scope and course of its employment, agency, and service.

311. At all times relevant herein, the SBC, BGAV, and PBA had the power and right to control the actions, omissions, policies, procedures, standards, values, and decisions of IBC.

312. At all times relevant herein, the SBC, BGAV, and PBA selected, approved, sponsored, authorized, ratified, retained, condoned, allowed, empowered, permitted and supervised IBC as a member church and cooperating church throughout IBC's regular affairs including the selection, implementation, and execution of policies, practices, standards, and procedures, the hiring, firing, retaining, selecting, promoting, and supervising of Jeffrey Clark, and they knew as a result of their collective training and education, as well as the existence of actual claims, the potential for Church-related youth groups to attract predatory persons likely to cause harm to children because of the youthful composition of such groups and their need for adult supervision.

313. SBC, BGAV, and PBA did encourage, ratify, and condone all of the breaches of duty by IBC.

314. SBC, BGAV, and PBA knew or should have known in 2008 that Jeffrey Clark had sexually abused children and was abusing one or more of the children at IBC years before the abuse was reported to the authorities. SBC, BGAV, and PBA purposefully failed to notify the authorities, in violation of their statutory duty pursuant to Section 63.2-1509 of the Code of Virginia.

315. Because the actions and/or omissions of IBC were within the scope of its employment, agency, and service, SBC, BGAV, and PBA are vicariously liable for the actions of IBC and for the damages resulting therefrom.

316. As a direct and proximate result of the foregoing acts of direct and vicarious liability, Plaintiffs suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

**COUNT X  
JOINT VENTURE**

*(All Plaintiffs Against Southern Baptist Convention, Baptist General Association of Virginia,  
and Petersburg Baptist Association)*

317. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual

and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

318. At all times relevant herein, SBC, BGAV, PBA, and IBC were involved in a joint enterprise, venture, and adventure intended to increase the membership of the Southern Baptist congregation and , in turn, the membership of the SBC, BGAV, PBA, and IBC with the intended purpose to develop more revenue, profit, and business for the entities.

319. SBC, BGAV, PBA, and/or IBC regularly organized, coordinated, and operated missionary trips and events with BGAV, PBA, and/or IBC intended to recruit additional members.

320. In every year from 2008 to present, IBC provided financial contributions to the SBC, BGAV, and PBA, which were necessary to ensure the continuing nature of their joint venture. IBC was expected to increase the membership of its church, collect funds from members, and earmark a certain percentage or amount of funds to be contributed to the SBC, BGAV, and/or PBA to maintain its relationship with the entities.

321. As part of PBA's agreement with its member churches the PBA collected funds from its member churches, including IBC, then earmarked funds to be used locally in the Petersburg area to grow the membership of its member churches in furtherance of the joint venture, while also earmarking a certain percentage or amount of funds to be sent to the BGAV and forward to the SBC.

322. As part of the BGAV's agreement with its member institutions and churches the BGAV collected funds from member institutions and churches, including PBA and IBC, every year, then earmarked funds to be used on designated missions and operations intended to grow the

membership of its member churches and institutions in furtherance of the joint venture, while also earmarking a certain percentage or amount of funds to be sent to the SBC.

323. As part of the SBC's agreement with its member institutions and churches the SBC collected funds from its member institutions and churches every year, including BGAV, PBA, and IBC. SBC earmarked funds to be used on designated missions and operations intended to grow the membership of its member churches and institutions in furtherance of the joint venture.

324. At all times relevant herein, IBC was acting in furtherance of the joint venture by and between IBC, SBC, BGAV, and PBA.

325. At all times relevant herein, IBC, SBC, BGAV, and PBA had a community of interest in the object and purpose of their undertaking, which was to grow the Southern Baptist congregation and spread the word, practices, values, and messages of the Southern Baptist church. The SBC, BGAV, PBA, and IBC undertook their purpose for profit or other gain.

326. The SBC, BGAV, PBA, and IBC had equal rights to direct and govern the movements and conduct of the joint venture and the movements and conduct of each other with respect other the joint venture.

327. IBC created a Youth Ministry and Youth Group to increase youth membership and involvement in the Church in order to increase the membership and involvement of the parents, guardians, and adults associated with the children attending the youth groups. IBC hired and retained Jeffrey Clark as a Youth Group volunteer and later a Youth Group Leader to grow the membership and member contributions of IBC.

328. All the acts and omissions of IBC and Jeffrey Clark herein were intended to grow the membership of and member contributions to IBC, PBA, BGAV, and SBC in an effort to further the Church Defendants' joint venture.



329. All the acts and omissions stated herein by IBC, PBA, BGAV, and SBC were directed and intended to benefit the joint venture and further its purpose and plan.

330. As a direct and proximate result of the foregoing acts of direct and vicarious liability, Plaintiffs suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

**COUNT XI  
NEGLIGENCE, GROSS NEGLIGENCE, AND RECKLESSNESS ARISING OUT OF AN  
ASSUMED DUTY OF CARE**

*(All Plaintiffs Against Southern Baptist Convention, Baptist General Association of Virginia,  
and Petersburg Baptist Association)*

331. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

332. Defendant SBC assumed to act gratuitously and/or for consideration to render services to IBC and the Plaintiffs which SBC should have recognized were necessary for the protection of the Plaintiffs.

333. Defendant SBC assumed a duty of care originally owed by IBC to the Plaintiffs, increased the risk of harm to the Plaintiffs by its failure to exercise reasonable care, and/or the harm was suffered by the Plaintiffs because of their reliance, the reliance of their parents, and the reliance of IBC.

334. In 2006, Defendant SBC did gratuitously or for consideration in the form of money contributions from member churches undertook to investigate reports of sexual abuse at its member churches, notify its member churches and entities about sexual assault within the Baptist church and the danger it presented to children within its Baptist churches, and to “study how best to address the challenge” of “sexual abuse in the local church.”

335. SBC negligently, with gross negligence, and recklessly failed to exercise reasonable care after it undertook to investigate reports of sexual abuse, create a formal response with action items, notify member churches of the clear and present danger of sexual abuse within local churches, and “study how best to address the challenge” of sexual abuse. SBC’s failure to exercise reasonable care in performing its undertaking included, but is not limited to, the failure to implement policies, practices, and procedures that would “best address the challenge;” failure to thoroughly investigate reports of sexual abuse within Baptist churches to determine how best to protect children from the dangers presented by sexual abuse within the church; failure to notify its member churches and members within its churches which individuals within the Southern Baptist churches had allegedly committed sexual assault; failure to notify and inform its member churches and its members within its local churches about the policies and practices which would deter sexual predators from the local church, prevent unfettered access to children, and generally reduce the instances of child sexual abuse within the church, failure to accept formal reports and allegations against employees, volunteers, and Clergy members within its

member churches; failure to establish a database to inform and notify its member churches and members about individuals who have been convicted of sexual abuse or alleged to have committed sexual abuse within the Southern Baptist Convention, its member churches, and its entities; failure to deter the sheltering and ratification of sexual abuse within its member churches by refusing to remove the fellowship of member churches who have sheltered a sexual predator, covered up for a sexual predator, or otherwise provided unfettered access to children to a sexual predator; and failure to enforce employment practices and volunteer approval practices within its member churches designed to detect sexual predators and prevent them from gaining access to children within the church.

336. SBC's failure to exercise reasonable care increased the risk of harm to the Plaintiffs.

337. SBC undertook to perform the duty to protect and warn originally owed by IBC to the Plaintiffs arising out of IBC's special relationship with the Plaintiffs and IBC's special relationship with its employee, agent, and servant Jeffrey Clark.

338. By expressly creating a committee to address the challenge of sexual abuse in its local churches, including IBC, the SBC assumed the duty to protect and warn the Plaintiffs from the foreseeable conduct of third persons.

339. The harm suffered by the Plaintiffs was a result of IBC's reliance upon the SBC and the Plaintiffs' parents reliance on the SBC to investigate reports of sexual abuse at its member churches, notify its member churches and entities about sexual assault within the Baptist church and the danger it presented to children within its Baptist churches, and to "study how best to address the challenge" of "sexual abuse in the local church."

340. Defendant SBC expressly and/or impliedly assumed a duty to warn and/or protect youth group members within its member churches from sexual abuse at the hands of church employees and volunteers.

341. BGAV and PBA assumed to act gratuitously and/or for consideration to render services to IBC which BGAV and PBA should have recognized were necessary for the protection of the Plaintiffs.

342. Defendants BGAV and PBA assumed a duty of care originally owed by IBC to the Plaintiffs, increased the risk of harm to the Plaintiffs by its failure to exercise reasonable care, and/or the harm was suffered by the Plaintiffs because of their reliance, the reliance of their parents, and the reliance of IBC.

343. Upon information and belief, IBC notified the PBA and BGAV about the Allegation against Jeffrey Clark, and requested assistance in dealing with the Allegation, the response to the Church, the impending church split, and the surrounding circumstances.

344. The BGAV and PBA undertook to investigate the Allegation and assist IBC in an official response to the Allegation. By doing so, the BGAV and PBA expressly undertook to perform the duty to protect and warn originally owed by IBC to the Plaintiffs arising out of IBC's special relationship with the Plaintiffs and IBC's special relationship with its employee, agent, and servant Jeffrey Clark.

345. The BGAV and PBA negligent, grossly negligent, reckless failure to exercise reasonable care included, but is not limited to, the failure to investigate the Allegation against Jeffrey Clark which would have revealed other instances of sexually pervasive behavior towards minors; the failure to separate Jeffrey Clark from the Youth Group; the failure to warn the Plaintiffs and their about the sexual perversion of Jeffrey Clark, the failure to protect the Plaintiffs from Jeffrey

Clark whom they knew or should have known was reasonably likely to sexual assault the Plaintiffs; and the failure to implement policies and procedures at IBC which would prevent children from being isolated with a single adult volunteer or employee or otherwise be in a situation where they would be vulnerable to the actions of a sexual predator. The BGAV's and the PBA's failure to exercise reasonable care increased the risk of harm to the Plaintiffs.

346. The harm suffered by the Plaintiffs was a result of IBC's reliance upon the BGAV and PBA and the Plaintiffs' reliance on the BGAV and PBA to investigate the Allegation and assist IBC with an official response to the Allegation.

347. As a direct and proximate result of the foregoing acts, Plaintiffs suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity

**COUNT XI  
NEGLIGENCE, GROSS NEGLIGENCE, AND RECKLESSNESS**

*(All Plaintiffs Against Southern Baptist Convention, Baptist General Association of Virginia,  
and Petersburg Baptist Association)*

348. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

349. At all times relevant herein, the Plaintiffs possessed the interest to attend public functions, private functions, church functions, the Youth Group, and other events without the invasion of an unreasonable risk of sexual abuse, sexual assault, and molestation.

350. The SBC knew or should have known sexual predators were committing abhorrent acts against children at its member churches and institutions.

351. The SBC knew or should have known the enforcement of policies and procedures at its member churches requiring written applications identifying previous work and volunteer service; contacting references, family members, neighbors, and colleagues to discuss the potential employee or volunteer; performing a criminal background check; conducting a personal interview; assessing the applicants home environment; performing an internet search; implementing ratios of employees/volunteers to youth; prohibiting one-on-one interactions with adults and children by having at least two adults present at all times with youth; prohibiting and restricting overnight trips, bathing, changing, bathroom interactions, and nighttime activities which pose greater risks for child sexual abuse; implementing "out-of-program" contact restrictions limiting contact between employees/volunteers and youth to certain locations and prohibiting employees/volunteers from leaving certain locations with the youth; ensuring safe environments by choosing spaces that are open and visible to multiple people when interacting with children to allow for clear lines of sight and instituting a "no closed door" policy; and responding to inappropriate behavior, suspicions of child sexual abuse, and allegations of child sexual abuse by partnering with outside organizations or individuals to investigate, maintain internal records; and implementing a safe reporting system to organizational leaders would have prevented harm and injury to the Plaintiffs.

352. The SBC knew or should have known its failure to implement and enforce policies and procedures would increase, and did increase, the number of sexual predators who victimized members of its congregation due to the absence of accountability, effective policies and procedures, and reporting systems.

353. By issuing multiple publicly available resolutions identifying the foreseeable and prevalent issue of sexual abuse within the Southern Baptist church and refusing to act upon the same, the SBC effectively placed a target on the back of all its member churches, and the youth members therein, as a place where sexual predators could find shelter to sexually abuse, sexually assault, and molest children in darkness without difficulty and accountability.

354. The SBC owed a duty to the Plaintiffs and other members of its congregation by virtue of its member churches to use ordinary care and skill in its conduct under like circumstances to avoid causing injury.

355. The SBC's negligent, grossly negligent, and reckless actions and omissions including, but not limited to, their failure to require written applications identifying previous work and volunteer service; failure to require member churches contact references, family members, neighbors, and colleagues to discuss a potential employee or volunteer; failure to require performance of a criminal background check; failure to require member churches conduct a personal interview; failure to require member churches assess the applicants home environment; failure to require member churches perform an internet search of the applicant; failure to require member churches implement ratios of employees/volunteers to youth; failure to require member churches prohibit one-on-one interactions with adults and children by having at least two adults present at all times with youth; failure to require member churches prohibit and restrict overnight trips, bathing, changing, bathroom interactions, and nighttime activities which pose greater risks

for child sexual abuse; failure to require member churches implement “out-of-program” contact restrictions limiting contact between employees/volunteers and youth to certain locations and prohibiting employees/volunteers from leaving certain locations with the youth; failure to require member churches ensure safe environments by choosing spaces that are open and visible to multiple people when interacting with children to allow for clear lines of sight and instituting a “no closed door” policy; and failure to require member churches respond to inappropriate behavior, suspicions of child sexual abuse, and allegations of child sexual abuse by partnering with outside organizations or individuals to investigate, maintain internal records; and failure to implement a safe reporting system to organizational leaders.

356. The BGAV knew or should have known sexual predators were committing abhorrent acts against children at its member churches and institutions.

357. The BGAV knew or should have known the enforcement of policies and procedures at its member churches requiring written applications identifying previous work and volunteer service; contacting references, family members, neighbors, and colleagues to discuss the potential employee or volunteer; performing a criminal background check; conducting a personal interview; assessing the applicants home environment; performing an internet search; implementing ratios of employees/volunteers to youth; prohibiting one-on-one interactions with adults and children by having at least two adults present at all times with youth; prohibiting and restricting overnight trips, bathing, changing, bathroom interactions, and nighttime activities which pose greater risks for child sexual abuse; implementing “out-of-program” contact restrictions limiting contact between employees/volunteers and youth to certain locations and prohibiting employees/volunteers from leaving certain locations with the youth; ensuring safe environments by choosing spaces that are open and visible to multiple people when interacting



with children to allow for clear lines of sight and instituting a “no closed door” policy; and responding to inappropriate behavior, suspicions of child sexual abuse, and allegations of child sexual abuse by partnering with outside organizations or individuals to investigate, maintain internal records; and implementing a safe reporting system to organizational leaders would have prevented harm and injury to the Plaintiffs.

358. The BGAV knew or should have known its failure to implement and enforce policies and procedures would increase, and did increase, the number of sexual predators who victimized members of its congregation due to the absence of accountability, effective policies and procedures, and reporting systems.

359. After receiving multiple resolutions from the SBC identifying the foreseeable and prevalent issue of sexual abuse within the Southern Baptist church and refusing to act upon the same, the BGAV effectively placed a target on the back of all its member churches, and the youth members therein, as a place where sexual predators could find shelter to sexual abuse, sexual assault, and molest children in darkness without difficulty.

360. The BGAV owed a duty to the Plaintiffs and other members of its congregation by virtue of its member churches to use ordinary care and skill in its conduct under like circumstances to avoid causing injury.

361. The BGAV’s negligent, grossly negligent, and reckless actions and omissions including, but not limited to, their failure to require written applications identifying previous work and volunteer service; failure to require member churches contact references, family members, neighbors, and colleagues to discuss a potential employee or volunteer; failure to require performance of a criminal background check; failure to require member churches conduct a personal interview; failure to require member churches assess the applicants home environment;

failure to require member churches perform an internet search of the applicant; failure to require member churches implement ratios of employees/volunteers to youth; failure to require member churches prohibit one-on-one interactions with adults and children by having at least two adults present at all times with youth; failure to require member churches prohibit and restrict overnight trips, bathing, changing, bathroom interactions, and nighttime activities which pose greater risks for child sexual abuse; failure to require member churches implement “out-of-program” contact restrictions limiting contact between employees/volunteers and youth to certain locations and prohibiting employees/volunteers from leaving certain locations with the youth; failure to require member churches ensure safe environments by choosing spaces that are open and visible to multiple people when interacting with children to allow for clear lines of sight and instituting a “no closed door” policy; and failure to require member churches respond to inappropriate behavior, suspicions of child sexual abuse, and allegations of child sexual abuse by partnering with outside organizations or individuals to investigate, maintain internal records; and failure to implement a safe reporting system to organizational leaders.

362. The PBA knew or should have known sexual predators were committing abhorrent acts against children at its member churches and institutions.

363. The PBA knew or should have known the enforcement of policies and procedures at its member churches requiring written applications identifying previous work and volunteer service; contacting references, family members, neighbors, and colleagues to discuss the potential employee or volunteer; performing a criminal background check; conducting a personal interview; assessing the applicants home environment; performing an internet search; implementing ratios of employees/volunteers to youth; prohibiting one-on-one interactions with adults and children by having at least two adults present at all times with youth; prohibiting and

restricting overnight trips, bathing, changing, bathroom interactions, and nighttime activities which pose greater risks for child sexual abuse; implementing “out-of-program” contact restrictions limiting contact between employees/volunteers and youth to certain locations and prohibiting employees/volunteers from leaving certain locations with the youth; ensuring safe environments by choosing spaces that are open and visible to multiple people when interacting with children to allow for clear lines of sight and instituting a “no closed door” policy; and responding to inappropriate behavior, suspicions of child sexual abuse, and allegations of child sexual abuse by partnering with outside organizations or individuals to investigate, maintain internal records; and implementing a safe reporting system to organizational leaders would have prevented harm and injury to the Plaintiffs.

364. The PBA knew or should have known its failure to implement and enforce would increase, and did increase, the number of sexual predators who victimized members of its congregation due to the absence of accountability, effective policies and procedures, and reporting systems.

365. After receiving multiple resolutions from the SBC identifying the foreseeable and prevalent issue of sexual abuse within the Southern Baptist church and refusing to act upon the same, the PBA effectively placed a target on the back of all its member churches, and the youth members therein, as a place where sexual predators could find shelter to sexual abuse, sexual assault, and molest children in darkness without difficulty.

366. The PBA owed a duty to the Plaintiffs and other members of its congregation by virtue of its member churches to use ordinary care and skill in its conduct under like circumstances to avoid causing injury.

367. The PBA's negligent, grossly negligent, and reckless actions and omissions including, but not limited to, their failure to require written applications identifying previous work and volunteer service; failure to require member churches contact references, family members, neighbors, and colleagues to discuss a potential employee or volunteer; failure to require performance of a criminal background check; failure to require member churches conduct a personal interview; failure to require member churches assess the applicants home environment; failure to require member churches perform an internet search of the applicant; failure to require member churches implement ratios of employees/volunteers to youth; failure to require member churches prohibit one-on-one interactions with adults and children by having at least two adults present at all times with youth; failure to require member churches prohibit and restrict overnight trips, bathing, changing, bathroom interactions, and nighttime activities which pose greater risks for child sexual abuse; failure to require member churches implement "out-of-program" contact restrictions limiting contact between employees/volunteers and youth to certain locations and prohibiting employees/volunteers from leaving certain locations with the youth; failure to require member churches ensure safe environments by choosing spaces that are open and visible to multiple people when interacting with children to allow for clear lines of sight and instituting a "no closed door" policy; and failure to require member churches respond to inappropriate behavior, suspicions of child sexual abuse, and allegations of child sexual abuse by partnering with outside organizations or individuals to investigate, maintain internal records; and failure to implement a safe reporting system to organizational leaders.

368. As a direct and proximate result and cause of the SBC's, BGAV's, and PBA's foregoing acts and omissions, Plaintiffs suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress,

embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity

WHEREFORE, Plaintiffs in this action respectfully move this Court for the following relief:

- A. That Plaintiff J.W.C. be awarded a judgment and award of execution against all Defendants individually, jointly and/or severally herein in the amount of TEN MILLION DOLLARS (\$10,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus interest;
- B. That Plaintiff C.R.B. be awarded a judgment and award of execution against all Defendants individually, jointly and/or severally herein in the amount of TEN MILLION DOLLARS (\$10,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus interest;
- C. That Plaintiff S.M.O. be awarded a judgment and award of execution against all Defendants individually, jointly and/or severally herein in the amount of TEN MILLION DOLLARS (\$10,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus interest;
- D. That Plaintiff E.S.D. be awarded a judgment and award of execution against all Defendants individually, jointly and/or severally herein in the amount of TEN

MILLION DOLLARS (\$10,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus interest;

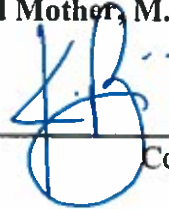
- E. That Plaintiff T.W.B. be awarded a judgment and award of execution against all Defendants individually, jointly and/or severally herein in the amount of TEN MILLION DOLLARS (\$10,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus interest;
- F. That Plaintiff C.M.H. be awarded a judgment and award of execution against all Defendants individually, jointly and/or severally herein in the amount of TEN MILLION DOLLARS (\$10,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus interest;
- G. That Plaintiff J.L.S. (by and through his Next Friend and Mother, J.S.) be awarded a judgment and award of execution against all Defendants individually, jointly and/or severally herein in the amount of TEN MILLION DOLLARS (\$10,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus interest;
- H. That Plaintiff T.L.S. (by and through his Next Friend and Mother, M.S.) be awarded a judgment and award of execution against all Defendants individually, jointly and/or severally herein in the amount of TEN MILLION DOLLARS (\$10,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus interest;
- I. That J.S., as Mother and Next Friend of J.L.S. be awarded past and future medical expenses for the infant Plaintiff J.L.S., in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00);

- J. That M.S., as Mother and Next Friend of T.L.S. be awarded past and future medical expenses for the infant Plaintiff T.L.S., in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00);
- K. That as a direct and proximate result of the foregoing wrongful conduct on the part of Defendants, the Plaintiffs each be awarded THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus interest;
- L. That Plaintiffs be awarded the costs of maintaining this action and prejudgment interest against Defendants, plus interest; and
- M. That the Court grant such other and further relief as is necessary to protect, preserve, and vindicate the rights of Plaintiffs.

**JURY DEMAND**

Plaintiffs hereby demand trial with a jury of all issues in the cause, including liability and damages.

**J.W.C., C.R.B., S.M.O., E.S.D., T.W.B., C.M.H.,  
J.L.S. (by and through his Next Friend and Mother,  
J.S.), J.S., Individually, T.L.S. (by and through Next  
Friend and Mother, M.S.), and M.S., Individually**



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