



District; Tom Gibson in his individual and/or official )  
 capacity as Chairman of the Walton County Georgia )  
 School Board; David Breedlove in his individual and/or )  
 official capacity as Vice-Chairman of the Walton County )  
 Georgia School Board; Angenette Brooks in her indivi- )  
 dual capacity and/or in her official capacity as Board )  
 member of the Walton County Georgia School Board; )  
 Karen Brown in her individual capacity and/or in her )  
 official capacity as member of the Walton County )  
 Georgia School Board; Chris Kimbro in his individual )  
 capacity and/or his official capacity as member of the )  
 Walton County Georgia School Board; Colman Landers )  
 in his individual capacity and/or in his official capacity )  
 as a member of the Walton County Georgia School )  
 Board; John Jessup in his individual capacity and/or in )  
 his official capacity as member of the Walton County )  
 Georgia School Board; Chip Underwood individually )  
 and/or in his official capacity as Superintendent of the )  
 Walton District; Does1 through Does 500 and other )  
 unknown defendants, )  
 Defendants. )  
 \_\_\_\_\_ )  
 )

**COMPLAINT FOR PERSONAL INJURIES**

**COME NOW**, Plaintiffs and file this pursuant to O.C.G.A. § 36-33-1, O.C.G.A. 51-1-9, O.C.G.A. § 51-12-5.1 and Et Al., by and through uncersigned Counsel of record against the above named Defendants for money damages in connection with conduct as follows: (1) personal injury; (2) sexual contact to a minor child by a person in a position of trust; (3) sexual exploitation of a minor child; (4) providing illicit drug to a minor child; (5) child molestation; (6) reckless endangerment of a child; (7) rape; (8) assault and battery; (9) intentional infliction of emotional distress (10) fraud; (11) conspiracy; (12) conspiracy to conceal a crime; (13) child pornography; (14) contributing to the delinquency of a child by the enticement of a child through threats of harm and death to a child and child’s family in order to ccerce and force the child to perform lude and

immoral sexual acts; (15) contributing to the delinquency of a child by causing the child through threats of harm and death to a child and child's family in order to coerce the child to ingest dangerous, illegal and illicit drugs in order to cause addiction by the child and use of illicit drugs to entice the child to perform immoral acts; (16) respondent superior; (17) negligent hiring; (18) negligent retention; (19) negligent supervision; (20) negligent failure to warn, train or educate (21) breach of duty to comply with mandatory reporting requirement pursuant to the laws of the State of Georgia (22) violation of the Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017, 18 U.S.C. §2255; (23) civil conspiracy in violation of the Racketeer Influenced and Corrupt Organization (RICO) Act, Title IX of the Organized Crime Control Act of 1970, 18 U.S.C. §1962I and (d); (24) in violation of the Georgia Unfair Trade Practices Act; and (25) giving rise to common law claims of gross negligence, negligent supervision, rape, child molestation, and assault/battery; and (26) constituting violations of contractual and/or equitable responsibilities owed to Plaintiffs. As a direct and proximate result of Defendants' collective and individual conduct, Plaintiffs sustained and will continue to sustain actual and ongoing injuries and damages, and in support thereof she alleges as follows:

#### **PARTIES, JURISDICTION AND VENUE**

1. Plaintiff John Doe and Mary Doe as next of friend of minor Plaintiff Jane Doe, are the father and mother, parent, and natural guardian of minor Plaintiff Jane Doe, and are residents of the State of Georgia.
2. At all times relevant to this complaint, Plaintiff Jane Doe was a minor child and an athlete formerly competing on behalf of Defendant Atlanta Jayhawks Grayson, LLC and Cheer & Dance Atlanta, Inc and Star Athletics Atlanta, LLC and Walnut Grove High School. Plaintiff Jane Doe is a resident of the State of Georgia.

3. Defendant Charles Archibald Moore, III (hereinafter "Defendant Moore") was an employee of Atlanta Jayhawks Grayson, LLC and Cheer & Dance Atlanta, Inc., Star Athletics Atlanta, LLC. and Walnut Grove High School and at the time of the matters as herein resided in Gwinnett County. Defendant Moore may be properly served c/o Gwinnett County Detention Center, 2900 University Pkwy, Lawrenceville, GA 30043.
4. Defendant Jeff Webb (hereinafter "Defendant Webb") individually and as creator and owner/operator of Defendant Varsity Brands, LLC, Defendant Varsity Spirit, LLC, Defendant Varsity Brands Holding Company, Inc., Defendant USASF, and Defendant USA Cheer, all of which did business throughout the United States and may be properly served by second original service at 6589 Green Shadows Lane, Memphis, Tennessee.
5. Defendant Varsity Brands, LLC f/k/a Varsity Brands, Inc. (hereinafter "Defendant Varsity Brands") is a for-profit entity organized under the laws of Delaware with its principal place of business in Memphis, Tennessee. It is the corporate parent company of Defendant Varsity Spirit, LLC f/k/a Varsity Spirit Corporation. Defendant Varsity Brands may be properly served through its Registered Agent for Service, Corporate Creations Network, Inc. at 2985 Gordy Parkway, 1st Floor, Marietta, GA, 30066.
6. Defendant Varsity Spirit, LLC f/k/a Varsity Spirit Corporation (hereinafter "Defendant Varsity Spirit") is a for-profit entity organized under the laws of Tennessee with its principal place of business located at 14460 Varsity Brands Way, Farmers Branch, Texas 75244. Defendant Varsity Spirit can be served by and through its Registered Agent, Corporate Creations Network, Inc. at 2985 Gordy Parkway, 1<sup>st</sup> Floor, Marietta, GA 30068.
7. Defendant Varsity Brands Holding (hereinafter "Defendant Varsity Holding") is a for-profit entity organized under the laws of Indiana with its principal place of business in Farmers

Branch in Dallas County, Texas. Defendant Varsity Holding can be served with Summons and Complaint through second original service by and through its Registered Agent, Corporate Creations Network, Inc., 8520 Allison Pointe Blvd # 220, Indianapolis, IN 46250.

8. Throughout this complaint, Defendant Varsity Spirit, Defendant Varsity Brands and Varsity Holding shall be referred to as the "Defendant Varsity Brands Collective".
9. Defendant Bain Capital Asset Management, LP (hereinafter "Defendant Bain Capital") is a for-profit, publicly traded entity organized under the laws of Massachusetts, with its principal place of business in Boston, Suffolk County, Massachusetts. Defendant Bain Capital is a majority owner of Defendant Varsity Brands and can be served by second original service through its Registered Agent Corporate Creations Network, Inc., 150 Royall Street, Suite 205, Canton, MA 02021.
10. Defendant U.S. All-Star Federation, Inc. d/b/a/ U.S. All-Star Federation (hereinafter "Defendant USASF") is a Tennessee non-profit corporation with its principal place of business in Memphis, Tennessee. Defendant USASF is controlled and funded by Defendant Varsity Brands as described further herein. Defendant USASF can be served by second original service through its Registered Agent C T Corporation System, 300 Montvue Road, Knoxville, TN 37919-5546.
11. Defendant USA Federation for Sport Cheering d/b/a USA Cheer (hereinafter "Defendant USA Cheer") has been a non-profit entity organized and existing in the state of Tennessee, and the governing body for sport cheering throughout the United States. Defendant USA Cheer can be served by second original service through its Principal Officer, Lauri Harris, 13101 Preston Road, Suite 1.0-2068, Dallas, TX 75240.

12. Defendant Cheer & Dance Atlanta LLC (hereinafter “Defendant Cheer & Dance Atlanta”) is a domestic for-profit entity organized under the laws of Georgia with its principal place of business in 5256 Settles Bridge Road, Suwanee, Georgia 30024. Defendant Dance & Cheer Atlanta can be served by and through its Registered Agent Brent Halcomb at 5256 Settles Bridge Road, Suwanee, Georgia 30024.
13. Defendant Atlanta Jayhawks Grayson LLC (hereinafter “Defendant Atlanta Jayhawks Grayson”) is a domestic for-profit limited liability entity organized under the laws of Georgia with its principal place of business in 5256 Settles Bridge Road, Suwanee, Georgia 30024. Defendant Atlanta Jayhawks Grayson can be properly served by and through its Registered Agent Brent Halcomb at 5256 Settles Bridge Road, Suwanee, Georgia 30024.
14. Defendant Tony Oka, (hereinafter “Defendant Oka”) individually, and as the manager of Defendant Atlanta Jayhawks Grayson can be served with process at 424 Ridgmont Dr, Lawrenceville Ga 30046.
15. Defendant Jodi Richardson, (hereinafter “Defendant Richardson”) individually, and/or as the Director of Defendant Atlanta Jayhawks Grayson can be served with process at 5675 Warmstone Ln, Suwanee, GA/ 4015 Canterbury Walk Dr, Duluth, GA.
16. Defendant Kelly Halcomb, (hereinafter “Defendant K. Halcomb”) individually, and as the Owner of Defendant Atlanta Jayhawks Grayson, can be properly served with process at 5256 Settles Bridge Road, Suwanee, Georgia 30024.
17. Defendant Brent Halcomb, (hereinafter “Defendant B. Halcomb”) individually, and as the Owner of Defendant Atlanta Jayhawks Grayson, can be served with process at 5256 Settles Bridge Road, Suwanee, Georgia 30024.

18. Defendant Star Athletics Atlanta LLC (“Defendant Star Athletics Atlanta”) is a for-profit Foreign Limited liability entity organized under the laws of New Jersey with its principal place of business at 14 Carl Cedar Hill Road, Winder Georgia 30680. Defendant Star Athletics Atlanta can be served with process by and through its Registered Agent Lee Grobstein at 14 Carl Cedar Hill Road, Winder Georgia 30680.
19. Defendant Amanda Bellew, (hereinafter “Defendant A. Bellew”), individually and as the manager of Defendant Star Athletics Atlanta can be served with process at 1427 White Oak Trace, Loganville, GA 30052.
20. Defendant David Bellew, (hereinafter “Defendant D. Bellew”), individually and as the manager of Defendant Star Athletics Atlanta can be served with process at 1427 White Oak Trace, Loganville GA 30052.
21. Defendant Lee Grobstein, (hereinafter “Defendant Grobstein”) individually and as the Owner of Defendant Star Athletics Atlanta can be served with process at 3457 Parkside View Blvd., Dacula, GA, 30019.
22. Defendant Walton District ( hereinafter “Defendant Walton District”) is a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision, investigation and retention of all Walton County School employees, teachers and coaches. Defendant Walton District can be served by and through its Chairman, Tom Gibson at 200 Double Springs Church Road, Monroe, GA. 30656. A Proper Ante Litem Notice with demand was provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibit “A”.

23. Defendant Tom Gibson (hereinafter "Defendant Gibson") is the active Chairman of the Board for Defendant Walton District, a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision and retention of all Walton County School employees, teachers and Coaches. Defendant Gibson can be served at 1810 Kristins Way, Loganville GA 30052. A Proper Ante Litem Notice with demand was provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibits "A."
24. Defendant David Breedlove (hereinafter "Defendant Breedlove") is the active Vice-Chairman of the Board for Defendant Walton District, a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision and retention of all Walton County School employees, teachers and Coaches. Defendant Breedlove can be served with process at 506 San Dra Way, Monroe, GA 30656. A Proper Ante Litem Notice with demand was provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibits "A."
25. Defendant Angenette Brooks (hereinafter "Defendant Brooks") is an active member of the Board for Defendant Walton District, a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision and retention of all Walton County School employees, teachers and Coaches. Defendant Brooks can be served at 1479 Mountain Creek Church Road, Monroe, GA. 30656. A Proper Ante Litem Notice with demand was provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibit "A."

26. Defendant Karen Brown (hereinafter "Defendant K. Brown") is an active member of the Board for Defendant Walton District, a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision and retention of all Walton County School employees, teachers and Coaches. Defendant Brown can be served at 1110 Pleasant Valley Road, Monroe, GA 30655. A Proper Ante Litem Notice with demand was provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibits "A."
27. Defendant Chris Kimbro (hereinafter "Defendant Kimbro") is an active member of the Board for Defendant Walton District, a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision and retention of all Walton County School employees, teachers and Coaches. Defendant Kimbro can be served at 5545 Sandy Creek Road, Loganville, GA 30052. A Proper Ante Litem Notice with demand was provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibits "A."
28. Defendant Coleman Landers (hereinafter "Defendant Landers") was an active member of the Board for Defendant Walton District, a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision and retention of all Walton County School employees, teachers and Coaches at all times during the allegations contained in the Complaint. Defendant Landers can be served at 1030 Rao Drive, Monroe, GA 30655. A Proper Ante Litem Notice with demand was provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibits "A."

29. Defendant John Jessup (hereinafter "Defendant Jessup") is an active member of the Board for Defendant Walton District, a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision and retention of all Walton County School employees, teachers and Coaches. Defendant Jessup can be served with process at 2834 Horseshoe Road Loganville, GA 30052. A Proper Ante Litem Notice with demand was provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibits "A."
30. Defendant Chip Underwood (hereinafter "Defendant Underwood") is the Superintendent of Schools for Walton County, a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision and retention of all Walton County School employees, teachers and Coaches. Defendant Underwood can be served at 200 Double Springs Church Road, Monroe, GA. 30656. A Proper Ante Litem Notice with demand was provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibits "A."
31. Defendant Rebecca Brown (hereinafter "Defendant R. Brown") is an employee as a teacher and cheer coach for the Walton District, Defendant Walton District, a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision and retention of all Walton County School employees, teachers and Coaches. Defendant R. Brown can be served with process at 625 Creekside Trace, Covington, GA 30014 A Proper Ante Litem Notice with demand was

provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibits “A.”

32. Defendant Aimee Sparks (hereinafter “Defendant Sparks”) is an employee as a teacher and cheer coach for the Walton District, Defendant Walton District, a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision and retention of all Walton County School employees, teachers and Coaches. Defendant Sparks can be served with process at 5030 Center Hill Church Road, Loganville, GA 30052. A Proper Ante Litem Notice with demand was provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibits “A.”

33. Defendant Zach Black (hereinafter “Defendant Black”) is an employee as Athletic Director for the Walton District, Defendant Walton District, a county governmental entity organized to perform duties as related to Public School activities and governance to include but not limited to the hiring, supervision and retention of all Walton County School employees, teachers and Coaches. Defendant Black can be served at 2525 Highway 83, Monroe, GA 30655. A Proper Ante Litem Notice with demand was provided to Defendant Walton District pursuant to O.C.G.A. § 36-33-5, and a copy of said Notice and demand is attached hereto as Exhibits “A.”

34. Defendants DOES 1 through DOES 500, inclusive, and all other unknown Defendants, inclusive, and each of them, are sued herein under said fictitious names. Plaintiff is ignorant as to the true names and capacities of DOES 1 through Does 500, whether individual, corporate, associate, or otherwise, and therefore sue said Defendants by such fictitious names. When their true names and capacities are ascertained, Plaintiff will request leave of Court to amend this Complaint to state their true names and capacities herein.

35. All Defendants as named in Plaintiffs' Complaint and DOES 1 through 500, inclusive, are sometimes collectively referred to herein as "Defendants" and/or as "All herein named Defendants"; such collective reference refers to all specifically herein named Defendants as well as those fictitiously named herein.
36. Venue and Jurisdiction is proper in the in the State Court of Gwinnett County Georgia in that at least one of Defendants is a residence of Gwinnett County Georgia and/or a corporation organized and existing, and with a principal place of business in Gwinnett County and/or a substantial portion of the acts and omissions complained of occurred in Gwinnett County, Georgia.

#### **NATURE OF ACTION**

37. This Complaint is brought to recover for personal injuries, mental anguish, property damage sustained by Plaintiff Jane Doe resulting from being sexually abused, raped, drugged, harassed, violated, pornographically filmed, and molested, by Defendant Moore. Because of the nature of his crimes against Plaintiff Jane Doe, it is difficult to pin point a specific date that his grooming of Plaintiff Jane Doe began, but it is estimated that his criminal behavior towards Plaintiff Jane Doe began as early at 2022 and continued until her outcry on February 26, 2024 and being the period time in which Defendant Moore was being governed, supervised and employed by all other Defendants named herein.
38. This Complaint is also brought to recover for economic losses sustained by John Doe, Mary Doe and Plaintiff Jane Doe as a result of the injuries sustained and medical expenses incurred by Plaintiff Jane Doe on the above date.
39. This complaint is also brought to collect punitive damages from all herein named Defendants because it can be proven by clear and convincing evidence that all herein named Defendants' actions showed willful misconduct, malice, fraud, wantonness, oppression, or that entire want

of care which would raise the presumption of conscious indifference to consequences.

40. Upon information and belief, the scheme to anoint specific coaches and disregard safety protocols was part of an elaborate plan by Defendant Varsity Brands to create a pipeline of young athletes, each of whom represented a significant stream of revenue for Defendant Varsity Brands' business worth billions of dollars.
41. As set forth in this complaint, all herein named Defendants together and individually have created, organized, and propagated a system of young-athlete abuse against innocent victims including Plaintiff Jane Doe.

### **FACTUAL BACKGROUND**

#### **Part I.**

#### **GENERAL ALLEGATIONS AS TO THE PARTIES**

42. Plaintiff incorporates Paragraph 1 through Paragraph 42 as fully stated here and by specific reference thereto.
43. Plaintiff is informed and believes, and on that basis alleges that at all times mentioned herein, each herein named Defendant was responsible in some manner or capacity for the occurrences herein alleged, and that Plaintiff's damages, as herein alleged, were proximately caused by all said Defendants.
44. At all times mentioned herein, each and every Defendant are individuals, corporations, partnerships and/or other entities that engaged in, joined in, and conspired with other Defendants and wrongdoers in conducting the tortious and unlawful activities described in this Complaint.
45. Plaintiff is informed and believes, and on that basis alleges that at all times mentioned herein, there existed a unity of interest and ownership among Defendants and each of them such that any individuality and separateness between Defendants, and each of them, ceased to exist. Defendants and each of them were the successors-in-interest and/or alter egos of the other Defendants, and each of them, in that they purchased, controlled, dominated and

operated each other without any separate identity, observation of formalities, or other manner of division. To continue maintaining the facade of a separate and individual existence between and among Defendants, and each of them, would serve to perpetrate a fraud and injustice.

46. Plaintiff is informed and believes, and on that basis alleges that at all times mentioned herein, Defendant Moore and DOES 1 through 500 were the agents, representatives and/or employees of each and every other Defendant. In doing the things hereinafter alleged, Defendants and each of them were acting within the course and scope of said alternative personality, capacity, identity, agency, representation and/or employment and were within the scope of their authority, whether actual or apparent.
47. Plaintiff is informed and believes, and on that basis alleges that at all times mentioned herein, Defendant Moore and All herein named Defendants were the trustees, partners, servants, joint venturers, shareholders, contractors, and/or employees of each and every other Defendant, and the acts and omissions herein alleged were done by them, acting individually, through such capacity and within the scope of their authority, and with the permission and consent of each and every other Defendant and that said conduct was thereafter ratified by each and every other Defendant, and that each of them is jointly and severally liable to Plaintiffs.
48. Between approximately October of 2023 to February of 2024, Plaintiff Jane Doe, a former cheerleader and gymnast, was sexually abused, raped, drugged, harassed, violated, and molested, as a minor, by Defendant Moore, who was governed, hired, retained, and supervised by all the above-named Defendants, individually and collectively, to provide cheerleader training for Plaintiff Jane Doe.
49. Defendant Moore was under the charge of ALL herein named Defendants, acting within the scope of his employment, did maliciously and intentionally attack, batter, assault, rape, molest, drug, pornographically film, falsely imprison, and inflict severe emotional distress upon Plaintiff Jane Doe.

50. Plaintiff Jane Doe sacrificed her youth, a normal childhood, and quite literally her body and childhood innocence, to participate in Defendant USASF and Defendant USA Cheer sanctioned cheer competition.
51. The values set forth by ALL herein named Defendants, individually and collectively who had a legal, moral and ethical duty to protect Plaintiff Jane Doe, were compromised and ignored, in allowing Defendant Moore to access Plaintiff Jane Doe (as well as other cheerleaders) physically, sexually, and without abatement.
52. Believing that Plaintiff Jane Doe's experience with all Defendants would allow for personal growth and lifelong memories, Plaintiffs placed their trust and confidence in Defendants to provide for Plaintiff Jane Doe's well-being and care.
53. Plaintiffs' trust was breached by Defendants and aspirations for Plaintiff Jane Doe's personal growth turned to fear, distress, and anxiety, illegal drug use, physical abuse, sexual abuse, rape, and sexual exploitation of a minor child for which they now seek to recover in this action, and protect future cheerleaders and gymnasts from undergoing the pain and suffering she has endured at the hands of Defendant Moore and all Defendants named herein.
54. At all times relevant to this complaint, Defendant Moore was retained, supervised, employed, managed and governed by the following Defendants:
  - a) Defendant USASF which upon knowledge and belief did certify Defendant Moore as a certified cheer coach, and has the obligation to set and enforce cheer competition governing rules, regulations, compliance rules requirements, disciplinary actions, and professional standards for Defendant Moore, Defendant Cheer & Dance, and its owners/coaches/employees, Inc., Defendant Atlanta Jayhawks Grayson, and its coaches/employees and Defendant Star Athletics Atlanta, and its owners/coaches/employees. Defendant USASF did in fact breach its duty to the Plaintiffs by its failure to enforce cheer competition governing rules, regulations, compliance rules requirements, disciplinary actions, and professional standards for and upon Defendant Moore, Defendant Cheer & Dance, and its owners/coaches/employees, Inc., Defendant Atlanta

Jayhawks Grayson, and its coaches/ employees and Defendant Star Athletics Atlanta, and its owners/coaches/ employees.

- b) Defendant USA Cheer did certify Defendant Moore as a certified cheer coach, and has the obligation to set and enforce cheer competition governing rules, regulations, compliance rules requirements, disciplinary actions, and professional standards for Defendant Moore, Defendant Cheer & Dance, and its owners/coaches/employees, Inc., Defendant Atlanta Jayhawks Grayson, and its coaches/ employees and Defendant Star Athletics Atlanta, and its owners/coaches/ employees. Defendant Cheer did in fact breach its duty to the Plaintiff by its failure to enforce cheer competition governing rules, regulations, compliance rules requirements, disciplinary actions, and professional standards for Defendant, Defendant Moore, Defendant Cheer & Dance, and its owners/coaches/employees, Inc., Defendant Atlanta Jayhawks Grayson, and its coaches/ employees and Defendant Star Athletics Atlanta, and its owners/coaches/ employees.
- c) Defendant Cheer & Dance Atlanta is owned and managed by Defendant B. Holcomb and K. Holcomb and all time relevant to this complaint, each had a duty to supervise, enforce governing rules, regulations, compliance rules requirements, disciplinary actions, and professional standards for and upon its employee, Defendant Moore by reason the preparator at all time relevant to this complaint was in fact hired, retained, supervised, employed and managed by Defendant Cheer & Dance Atlanta, Defendant B. Halcomb, and Defendant K. Halcomb. Defendant Cheer & Dance Atlanta, Defendant B. Halcomb, Defendant K. Halcomb did in fact breach its duty to the Plaintiffs by negligent hiring, negligent retention, negligent supervising and failure to enforce cheer competition governing rules, regulations, compliance rules requirements, disciplinary actions, and professional standards for and upon Defendant Moore.
- d) Defendant Atlanta Jayhawks Grayson is owned and managed by Defendant B. Holcomb and K. Holcomb and all time relevant to this complaint, each had a duty to supervise, enforce governing rules, regulations, compliance rules requirements, disciplinary actions,

and professional standards for and upon its employee Defendant Moore by reason of the preparator being employed and managed by Defendant B. Halcomb and Defendant K. Halcomb. Defendant Atlanta Jayhawks Grayson, Defendant B. Halcomb, and Defendant K. Halcomb did in fact breach its duty to the Plaintiffs by negligent hiring, negligent retention, negligent supervising and failure to enforce cheer competition governing rules, regulations, compliance rules requirements, disciplinary actions, and professional standards for and upon Defendant Moore.

- e) Defendant Star Athletics Atlanta, which is owned and managed by Defendant A. Bellew, Defendant D. Bellew, and Defendant Grobstein, and at all time relevant to this complaint, had a duty to supervise, enforce governing rules, regulations, compliance rules requirements, disciplinary actions, and professional standards for and upon its employee Defendant Moore. By the perpetrator being employed and managed by Defendant A. Bellew, Defendant D. Bellew and Defendant Grobstein. Defendant Star Athletics Atlanta, Defendant A. Bellew, Defendant D. Bellew and Defendant Grobstein did in fact breach its duty to the Plaintiffs by its failure to enforce cheer competition governing rules, regulations, compliance rules requirements, disciplinary actions, and professional standards for Defendant Moore.
- f) At all times relevant to this complaint, Defendant Webb was a citizen of Memphis, Tennessee, and created, owned, operated, and controlled Defendant Varsity Brands Collective, Defendant USASF, and Defendant USA Cheer, all of which did business throughout the United States.
- g) Defendant Walton District with Defendant Moore being employed and managed by Walton District and supervised by Walton District Employee(s) Defendant R. Brown, and Defendant Black being employed, supervised and managed by Defendant Walton District and supervised by Walton County School Board Members: Defendant Gibson, Defendant Breedlove Defendant Brooks, Defendant K. Brown, Defendant Kimbro, Defendant Landers, and Defendant Jessup;

- h) Defendant Underwood individually and/or in his official capacity as Superintendent of the Walton District employed, supervised and managed Defendant Moore, Defendant R. Brown, Defendant Sparks and Defendant Black.
  - i) Defendant R. Brown, Defendant Sparks and Defendant Black being the immediate supervisor and manager of Defendant Moore; and
  - j) Does 1 through Does 500 whom individually and/or in their capacity of a supervisor of Defendant Moore. and/or as a governing body or as other unknown defendants which had a duty to enforce governing rules, regulations, compliance rules requirements, disciplinary actions, and professional standards for its employees, agents, licensee, of ALL herein named Defendants.
55. All Defendants, individually, jointly and severally had a duty to provide care, treatment, and athletic training to the Plaintiff Jane Doe and its participants, many of which were minors while in Defendants' care. It was through this position of trust and confidence, that Defendant Moore drugged, raped, molested and exploited Plaintiff Jane Doe, in perpetrating his sexual abuse, molestation and harassment upon Plaintiff Jane Doe.
56. At all times relevant to this complaint, all of the continuous sexually abuse, rape, child molestation, child pornography, providing of illegal and illicit drugs to plaintiff, and harassing conduct alleged herein upon Plaintiff Jane Doe was done for Defendant Moore's sexual gratification and was known to be continuously occurring by his immediate supervisors Defendant R. Brown, Defendant Sparks and Defendant Black and ALL other Defendants as named herein this Complaint for Damages.
57. At all times relevant to this complaint, ALL herein named Defendants knew or should have known that Defendant Moore used force, threats of bodily harm on Plaintiff Jane Doe and her family, intimidation, and illicit and illegal drugs to in fact accomplish his continuous sexual abusing upon Plaintiff Jane Doe, his raping Plaintiff Jane Doe, his committing child molestation acts upon Plaintiff Jane Doe, his videoing sexual acts that constitutes child pornography upon Plaintiff Jane Doe, his provided and use of force to cause the consumption

of illegal and illicit drugs upon Plaintiff Jane Doe, and his use of intimidation, threats and harassing conduct as alleged herein upon Plaintiff Jane Doe to accomplish the tortious acts upon Plaintiff Jane Doe which were done for Defendant Moore's sexual gratification.

58. At all-time relevant to this complaint, ALL herein named Defendants had, or should have had, actual and constructive knowledge that Defendant Moore used force, threats of bodily harm on Plaintiff Jane Doe and her family, intimidation, to in fact accomplish his continuous sexual abusing upon Plaintiff Jane Doe, his raping Plaintiff Jane Doe, his committing child molestation acts upon Plaintiff Jane Doe, his videoing sexual acts that constituted child pornography upon Plaintiff Jane Doe, his provided and use of force to cause the consumption of illegal and illicit drugs upon Plaintiff Jane Doe, and his use of intimidation, threats and harassing conduct as alleged herein upon Plaintiff Jane Doe to accomplish the tortious acts upon Plaintiff Jane Doe which were done for Defendant Moore's sexual gratification.
59. It is on information and reasonable belief that Defendant Moore using his apparent authority and position over Plaintiff Jane Doe, and over the minor participants in his charge, did drug, sexually abuse, rape, molest, video sexual acts, threaten violence and bodily harm and harassed not only Plaintiff Jane Doe but multiple other team mates of Plaintiff Jane Doe for the period of nearly nine (9) years in which Defendant Moore has been affiliated, employed, supervised, certified and governed with and by ALL the herein named Defendants.
60. In the event Defendant Moore is prosecuted and convicted of a felony for the conducted alleged herein, the Plaintiffs request leave to amend the instant Complaint, such that a request for attorneys' fees can be made against Defendant Moore pursuant to O.C.G.A. § 9-15-14 for all Defendants' bad faith and by reason of non-disclosure of available insurance coverage.
61. At all-time relevant to this complaint, Defendant USASF is a Tennessee nonprofit mutual benefit corporation having its principal place of business located at 8275 Tournament Drive Suite 280, Memphis, TN 38125 and is one of the four main governing bodies for "All-Star" cheer.

62. Defendant USASF was formed in 2003 as a governing body for "All-Star" cheer, funded by above named Defendant Varsity Brand Collective. The main objective was to create a standard set of rules for judging that are to be followed by all competitions sanctioned by Defendant USASF.
63. In 2007, Defendant USA Cheer was formally established in order to serve for the officially National Governing Body of Sport Cheering in the U.S., covering all disciplines of cheer including All-Star and traditional school-based programs as well as stunt. This placed Defendant USASF as a delegate member of Defendant USA Cheer, with Defendant USASF then branding itself as the sport's "national authority".
64. From its establishment, Defendant USASF had been largely controlled and influenced by Defendant Varsity Brand Collective. Defendant USASF was funded by Defendant Varsity Brand Collective, and the company paid the salaries of its president, and its vice president of events and corporate alliances. Defendant USASF's bylaws also required at least seven of its 15 board members to be representatives of one of multiple organizations ultimately controlled by Defendant Varsity Brand Collective. In 2011, Defendant USASF threatened to ban its members from participating in events conducted by Defendant Varsity Brand Collective if they participated in competing world championships not run by the company.
65. At all times mentioned herein Defendant USA Cheer was and is a business entity of and having its principal place of business in the State of Tennessee. Plaintiff is informed and believes was incorporated in the state of Tennessee and is the national governing body for gymnastics in the United States which promotes and develops gymnastics locally and nationally, and serves as a resource center for members, clubs, fans and gymnasts throughout the United States.
66. Upon Knowledge and belief, Defendant USASF has more than 174,000 athletes and professional members, more than 148,000 athletes registered in competitive programs, as well as more than 25,000 professional, instructor and club members. Approximately 4,000 competitions and events throughout the United States are sanctioned annually.

67. Defendant USASF is the primary entity owning, operating and controlling the activities and behavior of its employee, agents, and cheer coaches including, but not limited to Defendant Cheer & Dance Atlanta, and Defendant Atlanta Jayhawks Grayson, and Defendant Star Athletics Atlanta, Defendant Walton County District, Defendant Moore, Defendant R. Brown, Defendant Sparks and Defendant Black which were being employed, supervised and managed by Walton County School Board and Board Members: Defendant Gibson, Defendant Breedlove Defendant Brooks, Defendant K. Brown, Defendant Kimbro, Defendant Landers, and Defendant Jessup;

68. Defendant USASF purposely conducts substantial educational business activities in the State of Georgia, with regional affiliates in Northern Georgia, Central Georgia, and Southern Georgia. Defendant USASF currently sponsors and has scheduled competitions, meets, and/or invitationals throughout the entire state of Georgia. Defendant USASF has numerous athletes and professional members, professional, instructor and club members conducting substantial activity and purposefully availing itself of the laws and protections of Georgia. The sexual abuse, contributing to the delinquency of a minor, harassment, rape, sexual assault, and molestation, and all other allegation as incorporated herein this complaint by specific reference thereto alleged, took place multiple times, in many locations, including locations in Barrow, Gwinnett, and Walton Counties, Georgia where Defendant USASF was the primary entity owning, operating and controlling the activities and behavior of its employee agents, including, but not limited to Defendant Moore and ALL other named Defendants as state herein this complaint for damages.

69. As stated on Defendant USASF website through its Code of Ethical Conduct, it is a violation of the Code for a Member to engage in Child Abuse. To include:

Section 2.5: Sexual Misconduct

It is a violation of the Code for a Member to engage in Sexual Misconduct. Sexual

Misconduct offenses include, but are not limited to:

1. Sexual or Gender-related Harassment
2. Non-consensual Sexual Contact (or attempts to commit the same)
3. Non-consensual Sexual Intercourse (or attempts to commit the same)
4. Sexual Exploitation

- b. Sexual or Gender-related Harassment
1. Sexual harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, non-verbal, graphic, physical, or otherwise, when the conditions outlined in (i) or (ii) below are present.
  2. Sexual harassment includes harassment related to gender, sexual orientation, gender identity, or gender expression, which may include acts of aggression, intimidation, or hostility, whether verbal or non-verbal, graphic, physical, or otherwise, even if the acts do not involve conduct of a sexual nature, when the conditions outlined in (a) or (b), below, are present.
    - i. Submission to such conduct is made, either explicitly or implicitly, a term or condition of any person's employment, standing in All-Star Cheer and Dance, or participation in All-Star Functions; or when submission to or rejection of such conduct is used as the basis for sporting decisions affecting the individual (often referred to as "quid pro quo" harassment); or ii. Such conduct creates a Hostile Environment. A "Hostile Environment" exists when the conduct is sufficiently severe, persistent, or pervasive such that it interferes with, limits, or deprives any individual of the opportunity to participate in any program, activity, Function, and/or Event. Conduct must be deemed severe, persistent, or pervasive from both a subjective and an objective perspective.
  3. Whether a Hostile Environment exists depends on the totality of known circumstances, including, but not limited to:
    - i. The frequency, nature, and severity of the conduct; ii. Whether the conduct was physically threatening; iii. The effect of the conduct on the Claimant's mental or emotional state; iv. Whether the conduct was directed at more than one person; and
    - v. Whether the conduct arose in the context of other discriminatory conduct.
  4. A Hostile Environment can be created by persistent or pervasive conduct or by a single or isolated incident that is sufficiently severe. The more severe the conduct, the less need there is to show a repetitive series of incidents to prove a Hostile Environment, particularly if the conduct is physical. A single incident of Sexual Contact without Consent, for example, may be sufficiently severe to constitute a Hostile Environment. In contrast, the perceived offensiveness of a single verbal or written expression, standing alone, is typically not sufficient to constitute a Hostile Environment.
  - c. Nonconsensual Sexual Contact: It is a violation of the Code for a Member to engage in Sexual Contact without Consent.
  - d. Nonconsensual Sexual Intercourse: It is a violation of the Code for a Member to engage in Sexual Intercourse without Consent.
  - e. Sexual Exploitation: It is a violation of the Code for a Member to engage in Sexual Exploitation.
  - f. Bullying, Hazing, or Other Inappropriate Conduct of a Sexual Nature: It is a violation of the Code for a Member to engage in Bullying, Hazing, and other inappropriate conduct of a sexual nature.

70. Under Defendant USASF's policies and procedures for reporting abuse, it provides and defines mandatory reporter as "An individual required by law to report to the appropriate federal, state, or local agencies, if they know, suspect, or have reason to believe that child abuse is occurring." The list of "mandatory reporters" now includes any adult authorized to interact with a minor athlete at a sports organization, facility, event, or treatment.
71. Pursuant to O.C.G.A 19-7-5, Defendant USASF is an organization whose employees, agents, licensee, members and/or servants are legally mandated reporters", considering that Defendant USASF is a youth recreational program and Defendant USASF's employees' agents affiliates duties require direct contact and supervision of children.
72. Defendant USASF receives millions of dollars in private donations and corporate financial support, on a yearly basis. Under information and belief, Defendant USASF ignored and/or actively concealed the abuse that was being perpetrated by Defendant Moore and other employees, agents, members and licensees of its organization, to include ALL herein named Defendants, in order shield Defendant USASF from public scrutiny, involvement in any administrative, civil and/or criminal investigation and so Defendant USASF could maintain a false facade of high moral repute, and could maintain and grow this financial support for its programs. This attempt to conceal and/or ignore the abuse being perpetrated under its control and supervision, was done at the expense of minor athletes and participants, including Plaintiff Jane Doe.
73. Defendant USA Cheer is the United States governing body for sport cheering recognized by the International Cheer Union.

The Competitive Cheer World

74. The cheer world has two primary aspects. The first is the area of scholastic, or school-based cheer. The second is the area of private cheer, known as All-Star cheer. There are competitions in both cheer areas.

75. In competitive cheer competitions, athletes perform routines lasting for 2 minutes and 30 seconds that incorporate gymnastics, tumbling, stunts, pyramids, tossing, cheer, and dance routines all set to music. This is in contrast to traditional sideline non-competitive cheer, which typically coincides with and supports a sporting event.
76. Competitive cheer requires an extreme amount of commitment from athletes and their families, with time consuming training, cross area training (such as gymnastics, ballet, weight lifting, etc.), and frequent travel through multiple seasons throughout the year for competitions.
77. This level of dedication is costly. A single season can, at minimum, cost between \$3,000.00 to \$7,000.00 per team member. Some families spend \$20,000.00 or more just on transportation, lodging, membership and entrance fees, as well as merchandise, uniforms, and other accessories and incidentals, incurred in connection with the numerous competitions the athletes attend throughout the year, not including the cross area training.
78. The competitive cheer industry is enormous, comprising an estimated four million athletes throughout the United States.
79. Given the costs of participating and competing, the competitive cheer industry is worth billions of dollars annually. In fact, by its last estimate, Defendant Bain Capital reported Defendant Varsity Brands Collective annual earnings exceed \$1.3 billion.
80. In this world, cheer camps, clinics, and competitions are held locally, regionally, nationally, and even worldwide, and frequently require athletes to travel across state lines. These events are hosted and conducted under the guidance, certification, and rulemaking of a group of entities created, controlled, and funded by Defendant Varsity Brands.
81. In 1971, Defendant Webb began his work in cheer as an employee at the National Cheerleaders Association working for Lawrence Herkimer, known as the original pioneer of cheer. During

his work with Lawrence Herkimer, Defendant Webb familiarized himself and began forming a plan to monetize the operation of cheer “camps” which are days-long events where athletes would converge to learn new skills.

82. In 1974, Defendant Webb left Lawrence Herkimer and formed his own group, which he similarly named the Universal Cheerleaders Association. By and through Universal Cheerleaders Association, Defendant Webb grew his footprint in the cheer industry, promoting and showcasing his cheer camps, which grew throughout the 1980s.
83. During the 1980s, Defendant Webb’s cheer camp organization transformed into Defendant Varsity Brands Collective.
84. As with Lawrence Herkimer’s association, Defendant Varsity Brands Collective began as a provider of cheer camps. The company would quickly expand into apparel, organizing competitions, and operating sanctioning boards in addition to the camps.
85. Today, Defendant Varsity Brands Collective and its affiliates and subsidiaries include branding and merchandise, competitions, and camps, as well as the regulatory side of cheer by and through the named Defendant USASF and Defendant USA Cheer.
86. Through their various dealings in the cheer industry, at all times relevant to this complaint, Defendant Varsity Brands Collective have controlled an estimated 80-90% of the market.
87. In 2003, a group of All-Star cheer coaches formed an independent 501(c)(3) organization, called the National All-Star Cheer Coaches Congress (hereinafter “NACCC”), to establish uniform rules for All-Star cheer. The group, which would promote both Varsity and non-Varsity events, met in Atlanta and created the first set of universal All-Star cheer rules.
88. Within a week, Defendant Jeff Webb founded Defendant USASF.

89. After forming Defendant USASF, Defendant Webb mandated that All-Star athletes cheering on behalf of varsity-affiliated gyms purchase a Defendant USASF membership as a requirement to compete at varsity-sponsored events.
90. The NACCC found itself unable to compete with Defendant Varsity Brands based on this requirement. Defendant Webb proposed a merger, which informally took place in his board room in Memphis without the board of directors present. Reportedly, NACCC would become the “rules committee” of Defendant USASF in perpetuity. However, despite this agreement, just a few years after the merger, the NACCC arm of Defendant USASF was dissolved and all rulemaking for all-star cheer becoming vested in Defendant USASF.
91. At the same time, in or around 2006, Defendant Varsity Brands Collective promoted certain All-Star member gyms as being “USASF Certified”, a seal that the industry represented as synonymous with a warranty that the gym, its coaches, and its choreographers were safe, and followed best practices including to prevent athlete abuse.
92. Meanwhile, athletes cheering for a varsity-affiliated gym were required to buy their uniforms, accessories, and other apparel from their gym. Defendant Varsity Brands Collective required gyms to sign multi-year supply contracts whereby the gyms are paid cash rebates for buying their merchandise and for sending athletes to varsity events.
93. Defendant Varsity Brands Collective control every aspect of cheer at every level in the United States. Defendant Varsity Brands Collective even own a number of gyms and cheer programs.
94. All-Star athletes competing on behalf of varsity-associated gyms pay monthly or annual fees to the gym as well as annual fees to Defendant Varsity Brands Collective for competition attendance, uniforms, accessories, and other related fees.

95. Gyms and coaches likewise pay monthly or annual fees to Defendant USASF, Defendant USA Cheer and Defendant Varsity Brands Collective.
96. Athletes are also unable to transfer from one varsity-affiliated gym to another without permission. This restriction in the athlete's ability to select a gym of their choice after initially agreeing to cheer for a Varsity-gym inhibits athletes from reporting misconduct. ■
97. To this day, upon knowledge and belief, and although he had officially retired in December 2020, Defendant Webb remains intimately involved and interested in the ongoing affairs of Defendant Varsity Brands Collective.
98. At all times relevant to this complaint, Defendant Varsity Brands Collective and their co-conspirators used private All-Star cheer gyms like Defendant Cheer & Dance Atlanta and Atlanta Jayhawks Grayson and Defendant Star Athletics Atlanta to gain access to paying athletes and their families, marketing that membership in a "USASF Certified" gym will provide the athlete with access to the highest echelon competitions in the sport under strict safety standards.
99. Meanwhile, membership in Defendant USASF, and with a varsity-affiliated gym mandates competing in a specified number of annual varsity events.
100. Defendant Varsity Brands Collective encourage gyms to attend a minimum number of events annually in exchange for cash rebates and other incentives.
101. When attending a varsity event, members and their families are required to purchase rooms at a designated varsity-chosen hotel at what many families complain are inflated prices. This scheme is referred to in the cheer community as a "stay-to-play" system. Failure to utilize the varsity room rate subjects the athlete to disqualification from the varsity competition.
102. At most of these events, Defendant Varsity Brands Collective sells alcohol.

103. Moreover, and at all times relevant to this complaint, at most of these events, Defendant Varsity Brands Collective knows or has reason to know that minor athletes are being exposed to drugs and alcohol while attending the events.
104. In addition to mandating exclusive participation in varsity events, once young athletes join varsity-supported USASF All-Star cheer gyms, coaches and other gym staff begin recommending one-on-one coaching time and/or closed choreography time where the parent is not allowed to attend. This intensive personal training is offered with the promise the athlete rise to the next level, compete in higher divisions, win prestige and celebrity status that will enable them to cheer at the collegiate level, and possibly become coaches themselves one day. This system of promoting intensive one-on-one time with the athletes gives coaches and staff increased one-on-one access to young and impressionable athletes and corresponds to a pipeline of young athletes to fund Defendant Varsity Brands' system of camps and competitions, and to create future generations of varsity coaches and varsity-backed gyms.
105. Defendant Varsity Brands Collective and their certified gyms encourage members to pay these fees, dues, and other expenses via auto-draft or credit card.
106. The success and celebrity status promised to these athletes was further monetized in 2011 through "Cheerlebrity," created by Scott Foster of Defendant Varsity Brands Collective. Cheerlebrity was a competition created in the image of American Idol which sought to promote cheer, Varsity, and All-Star gyms through a social media presence by participating cheerleaders. Cheerlebrity was the impetus behind the Netflix show "Cheer"; the show that propelled Jerry Harris to fame. In September 2020, Jerry Harris was indicted and prosecuted for Child Pornography.

107. To further perpetuate this connection between athletes and coaches Defendant Varsity Brands Collective encouraged parents to allow their children to travel to camps and competitions with only the coaches, choreographers, and gym owners, and further encouraged minor athletes to look up to these leaders in their sport.
108. Defendant Varsity Brands Collective, Defendant USA Cheer and Defendant USASF tout the safety and security of their gyms, competitions, and camps to lull parents into comfort whereby parents have no fear for the safety of their children who train with Defendant Varsity Brand Collective supported coaches, at Defendant Varsity Brand Collective affiliated gyms, and who travel out of state to hotels for competitions throughout the year.
109. The varsity gym network also encourages athletes to relocate to sponsor or host families who are either coaches, gym owners, or live near top-ranked Defendant Varsity Brand Collective sponsored gyms.
110. The system overall is designed to disassociate the athletes from their families, and foster closeness with the Defendant Varsity Brand Collective sponsored gyms, coaches, and gym owners; and to perpetuate their scheme to create an unending pipeline of new athletes, coaches, and gym owners, Defendant Varsity Brands Collective, Defendant USA Cheer and Defendant USASF rely heavily upon the network of gyms and coaches, going so far as to host conferences specifically for these gym owners and coaches, providing tips and training in fundraising, athlete development, and business management.
111. At these conferences, upon information and belief, coaches, gym owners, and vendors are encouraged to drink alcohol and engage in debaucheries, and are inundated with promises of gifts, and financial gain if the coaches continue to produce young member-athletes who promote the “Varsity” brand, i.e. Defendant Varsity Brand Collective.

112. At all times relevant to this complaint, and upon information and belief, Defendant Varsity Brands Collective have perpetuated an atmosphere at their affiliate gyms, as well as in camps and competitions, which encourages alcohol and drug use, and which does not adequately promote athlete safety from emotional, or physical harm and abuse.
113. Upon information and belief, and at all times relevant to this complaint, Defendant Varsity Brands Collective's affiliated gyms and coaches, including Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, and Defendant Star Athletics Atlanta, Defendant Oka, Defendant Richardson, Defendant K. Halcomb, Defendant B. Halcomb, Defendant A. Bellew, Defendant D. Bellew, and Defendant Grobstein, contracted with schools for coaching services such as those services all in an effort to cultivate more All-Star athletes.
114. By representing a safe and superior environment, Defendants sought to create a revolving door of young athletes to perpetuate the organization for years, spending tens of thousands of dollars per athlete for coaching, uniforms, camps, training, competitions, and other merchandise, until the athletes either came of age or became coaches and gym owners.

Defendant Varsity Brands Collective, Defendant USA Cheer,  
and Defendant USASF's, Control Over the Gym Environment

115. At all times relevant to this complaint, Defendant Varsity Brands Collective Defendant USA Cheer, and Defendant USASF exercised control over all aspects of All-Star cheer, including rulemaking. Each Named Defendant was at the forefront of the conception and execution of the alleged unlawful conspiracy as set forth herein.
116. At all times relevant to this Complaint, and under the direction and control of Defendant Varsity Brands, Defendant USASF, and Defendant USA Cheer have relied upon access to child athletes who compete at varsity-affiliated gyms, and in varsity competitions, and who further purchase Varsity products, uniforms, and merchandise.

117. Defendant Varsity Brands Collective created Defendant USASF through a \$1.8 million interest free loan. The 2004 non-profit charter certificate lists Defendant's USASF's address to be Defendant Varsity Brands Collective's address.
118. At its inception, Defendant USASF was purportedly established to be the "sanctioning body" that would regulate All-Star cheer by setting guidelines, policies, procedures, and processes to ensure an environment that was safe for young athletes in the private gym sector.
119. In 2006, Defendant USASF began "certifying" All-Star cheer gyms with a special seal of approval that warranted the gym, and its coaching staff could be trusted for cheerleader safety.
120. Further, Defendant USASF created a central reporting mechanism for its member gyms, such as Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, and Defendant Star Athletics Atlanta. As such, if an athlete or their family member wished to report an incident or issue to the member gym, the athlete was directed to Defendant USASF.
121. In 2007, Defendant Varsity Spirit formed Defendant USA Cheer, which was also established to provide guidelines, policies, procedures, and processes to ensure an environment safe for young athletes throughout the cheer industry, including the All-Star competitive cheer sector.
122. Defendant USA Cheer was also created with an interest-free loan from Defendant Varsity Brands Collective. The director of education and programs, Jim Lord, has listed Defendant USA Cheer's address to be the same as Defendant Varsity Brands Collective.
123. Defendant USASF and Defendant USA Cheer were responsible for creating and enforcing guidelines, policies, procedures, and processes for reporting coaches for misconduct and taking appropriate action for that misconduct.

124. However, Defendant USASF and Defendant USA Cheer were both operated and controlled by Defendant Varsity Brands Collective in their venture to earn massive revenue through cheer.
125. Defendant Varsity Brands Collective controlled Defendant USASF from inception. Defendant Varsity Brands Collective submitted the original trademark application for the marks "U.S. All-Star Federation" and "USASF."
126. For at least the first 15 years of its existence, and upon information and belief, Defendant USASF's offices were located at Defendant Varsity Spirit's corporate address, Defendant Varsity Spirit's representative answered the phone for Defendant USASF, Defendant USASF employees were paid directly by Varsity, and Varsity cashed checks issued to Defendant USASF.
127. Defendant Varsity Brands Collective initially provided financial backing for Defendant USASF.
128. During the operative timeframe of this complaint, being the majority shareholder of Defendant USASF, Defendant Varsity Brands Collective also controlled the Board of Directors for Defendant USASF. Defendant USASF's board is empowered to set policy for Defendant USASF. The Board is composed of 13 voting members, one seat each for the seven cheer competition producers that started Defendant USASF, Defendant USASF's Chairman, a senior Defendant USASF staff member, and four program owner members, including the Chairman of the National All-Stars Connection. Two Defendant USASF board seats are permanent and are held by representatives named by the Chairman of Defendant USASF. As Varsity has acquired more and more of Defendant USASF's founding event producers, it has continued to expand its control of the Defendant USASF Board. Presently,

Defendant Varsity Brands Collective have control of 75% of the seats on the Board of Directors. The seats that Varsity does not control do not have voting rights.

129. Defendant USASF's website is located at [www.usasf.net](http://www.usasf.net), a URL which was once openly owned by Defendant Varsity Brands Collective.
130. Defendant Varsity Brands Collective eventually began concealing ownership and control of the URL behind the registration of "PERFECT PRIVACY, LLC."
131. As with Defendant USASF, Defendant USA Cheer listed Defendant Varsity Brands Collective's Tennessee headquarters as its own headquarters, and Defendant USA Cheer's board included six Varsity employees.
132. Under Defendant USA Cheer's bylaws, its thirteen-member board must include members from the following seven organizations: The Universal Cheerleaders Association, Cheer Sport, National Cheerleaders Association, United Spirit Association, American Cheerleaders Association, Universal Dance Association, and JAMfest.
133. Each of the seven aforementioned associations is owned by Defendant Varsity Brands Collective.
134. John Patterson, a former staffer of the Nonprofit Risk Management Center who consulted on youth sports safety, publicly said he has never heard of an arrangement quite like the one between Varsity Spirit, LLC and these non-profit governing bodies. He said Varsity Spirit, LLC's control of USASF meant, "whatever Varsity wants, Varsity can get" in terms of rules and regulation of the cheer world.
135. Defendant Webb has publicly stated that teams performing at Defendant Varsity Brands Collective's competitions who wore a full uniform and accessories branded by Defendant Varsity Brands Collective received higher scores.

136. Upon information and belief, this structure meant that Defendant Varsity Brands Collective were entirely self-regulated and were not answerable to any independent entity.
137. In 2010, in Cheer Coach & Advisor Magazine<sup>2</sup>, Defendant USASF was officially quoted as saying, “Through credentialing, coaches are made aware of expectations as teachers and role models. It is the goal of the USASF to infuse good decisions into each and every credentialed coach so that they may expand the positive life experience of All-Star cheer and dance into the lives of the youth they encourage. USASF is recognized as the baseline of education for each individual coach and also expect these standards to be met.”
138. Defendant USASF was promoted as a means to prevent athlete harm. Instead, USASF has failed in its obligation to appropriately investigate reports of misconduct, has failed to communicate with regard to misconduct, and has further failed to operate as intended.
139. Defendant Varsity Brands, through Defendants USASF and USA Cheer, can and do enforce bans of athletes, coaches, and teams in competitions for minor rule infractions like the size of hairbows and the use of glitter. However, these Defendants have repeatedly failed to enforce suspensions or bans of coaches, choreographers, and music producers who are known to have committed child sexual abuse.
140. Defendant Varsity Spirit through Defendants USASF and USA Cheer, has created and is responsible for oversight and enforcement of their Professional Responsibility Codes, which specifically acknowledge the threat of harm or abuse by coaches in cheer. For instance, according to the USASF Professional Responsibility Code, “Once a coach-Athlete relationship is established, a Power imbalance is presumed to exist throughout the coach-Athlete

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<sup>2</sup> At the time of this particular issue, Defendant Webb served on the editorial board of Cheer Coach & Advisor.

relationship (regardless of age) and is presumed to continue for Minor Athletes after the coach/athlete relationship terminates until the Athlete reaches 20 years of age.”

141. According to its own literature, the Professional Responsibility Code is applicable to “all members,” referring to Varsity Brands Collective-affiliated gyms.

142. Defendant Varsity Brands reaped massive financial benefits associated with the growing network of families who came into Varsity-affiliated gyms, and who believed Defendant Varsity Brands’ representations that they were providing safe and protective environments for families.

143. At all-time relevant to this complaint, in 2018, Defendant Bain Capital owned Defendant Varsity Brands Collective.

144. In addition, Defendant Bain represented: “For over 50 years, Varsity Brands has served as an essential force for good as part of the academic and athletic student experience... We are excited to partner with the company’s experienced, committed management team to amplify the company’s ecommerce operations and digital expansion, while accelerating its growth through complementary acquisitions and organic initiatives to become the go-to source for every school’s sport, spirit and achievement needs.”

145. Upon information and belief, Defendant Bain’s accelerated growth model for Defendant Varsity Brands Collective depended upon access to an ever-expanding network of young athletes who would not only purchase Varsity branded merchandise but would also continue to attend Defendant Varsity Brands Collective events. In that regard, during the operative timeframe, Defendant Varsity Brands issued annual invoices to members, including coaches, gyms, and athletes, payment of which was mandatory and ultimately profited Defendant Bain and its minority partner Charlesbank.

146. Meanwhile, at the time of Defendant Bain's acquisition, Defendant Varsity Brands Collective were embroiled in very public litigation arising not only out of Defendant Varsity Brands Collective alleged anti-competitive tactics in acquiring gyms and curbing other event-companies but also related to allegations of sexual misconduct by Varsity Brand Collective-affiliated coaches.
147. In 2020, former Defendant Varsity Brands Collective-affiliated coach and "Cheerlebrity" Jerry Harris, star of the Netflix series "Cheer," was accused of soliciting sex from two children during the 2019 Varsity competition season.
148. In July 2022, a warrant was issued against another Varsity-affiliated coach, Erick Kristiansen, who was accused of exposing himself to his minor athletes.
149. In August, 2022, Varsity Brands Collective-affiliated coach Scott Foster committed suicide amidst an ongoing investigation into allegations that he engaged in sexual misconduct with his minor athletes.
150. Scott Foster had previously been suspended by USASF when video-evidence became known showing Scott Foster drinking alcohol with his underage athletes.
151. Despite his suspension, Scott Foster was nevertheless openly allowed to continue coaching, continued to host clinics and camps, and was never barred from attending any Varsity-sponsored event.
152. Upon information and belief, no one from Defendant USASF ever reported to law enforcement that Scott Foster was drinking alcohol with his underaged athletes.
153. After Defendant Bain's acquisition, on December 7, 2020, Defendants USASF and USA Cheer announced a universal system for reporting athlete safety concerns, as well as a central repository listing ineligible coaches and individuals. Defendants USASF and USA Cheer stated

that these measures “will provide a robust athlete safety infrastructure readily available across the entire cheer community.”

154. This list, the “Unified Ineligibility List,” is accessible online, lists the nature of the infraction, occasionally provides public documentation, and names the offender.

155. As of the date of filing of this Plaintiff s’ Complaint, this list included 149 names. The vast majority of the suspensions, both temporary and permanent, related to claims of sexual misconduct between minors and their coaches, choreographers, and other adults. Some of the alleged misconduct dates back more than ten years.

<https://resources.usasfmembers.net/ineligible-list>.

156. Defendant Charles Archbald Moore, III is not on this list as a suspended coach. USASF lists Charles Archibald Moore III as a “Temporary Ineligibility”.

[www.usasf.net/suspended-ineligible-members](http://www.usasf.net/suspended-ineligible-members). Further, neither Defendant USASF nor USA Cheer has reported Defendant Moore to the U.S. Center for Safe Sports.

157. At all times relevant to this Complaint, Defendant Cheer& Dance Atlanta, Defendant Atlanta Jayhawks Grayson, and Defendant Star Athletics Atlanta are all gyms certified by and active members of both Defendant USASF and Defendant USA Cheer.

158. Upon information and belief, when information first surfaced about Defendant Moore, III having potentially inappropriate contact with minor athletes, this information was immediately taken to Defendant USASF.

159. Upon information and belief, USASF received multiple reports about Defendant Moore but failed to act upon these reports for weeks, months, or years.

160. Upon information and belief, Defendant USASF never notified law enforcement about the allegations against Defendant Moore.

161. Even today, though Defendant Moore has not been permanently suspended by Defendant USASF as it appears that no specific information about his suspension is provided.
162. Far from providing security for athletes, the list is replete with temporary suspensions where the only information provided is “Allegations of Misconduct,” with no records or other documentation.
163. Further the list is replete with temporary suspensions where the only information provided is “PENDING Criminal Charges-Sexual Misconduct involving a Minor,” with no records or other documentation.
164. Even today, though Defendant Moore has been formally indicted on various felony counts as a result of his drugging, raping, molesting, etc. Plaintiff Jane Doe, he is not classified as being “permanently suspended” by reason of is “PENDING Criminal Charges-Sexual Misconduct involving a Minor,” and is currently classified as being only “Temporary Ineligible”. Such is indicative of Defendant USASF’s failure to keep its list current to apprise others of the dangers of predatory coaches who are a member of Defendant USASF.
165. In addition, the list does not provide the status of the investigation, and, upon information and belief, is not updated on a regular basis.
166. In fact, Defendant USASF admits on its own website that it does not include all decisions, but rather “only those that could pose a potential risk to the broader sport community.” Whether an offense rises to the level of posing a potential risk to the broader sport community is left entirely to the discretion of Defendant USASF.
167. The vast majority of instances of misconduct included on the Defendant USASF list arise out of sexual harm or misconduct. This repeated misconduct gave notice to all Defendants that a broader issue existed within Defendant Varsity Brands Collective’s cheer community.

168. Yet, other than the list, and upon information and belief, Defendant Varsity Brands Collective made few if any modifications to the internal screening process for coaches and made no modifications to the gym and competition environment.
169. Upon information and belief, during the interim of the allegations set forth above, Defendant Varsity Brands Collective, in conjunction with Defendant USASF and Defendant USA Cheer have hosted multiple competitive events throughout the United States, during which time affiliated teams from across the country converge at a pre-selected location, and using hotels, premises, and businesses hand-selected by Defendant Varsity Brands Collective.
170. Upon information and belief, during these events, underage student-athletes would commingle with other teams, including their coaches and choreographers, either without chaperones or minimally chaperoned, and would be exposed to environments where drugs and alcohol were readily available, and where the student athletes were subject to rampant solicitation and inappropriate sexual conduct, and innuendoes, including by coaches such as Jerry Harris, Erick Kristiansen and Scott Foster as well as Defendant Moore.
171. At the same time, individual gyms and coaches would receive substantial benefits from affiliation with Defendant Varsity Brands Collective, including the reputational benefits of being affiliated with Defendant USASF, Defendant USA Cheer, Defendant Varsity Brands Collective's brands, and monetary benefits directly linked to the number of competitions in which a gym participated as well as the number of athletes the gym brought to the competition.
172. To perpetuate the popularity of certain gyms and coaches, Defendant Varsity Brands Collective utilized social media, often liking posts and messages by specific athletes and coaches, such as Defendant Moore and providing these same athletes and coaches with

promotional codes to pass on to minor athletes to sell Defendant Varsity Brands Collective's goods and services.

173. In this way, Defendant Varsity Brands Collective and the gyms and coaches had a symbiotic relationship, where the gyms and coaches supplied Defendant Varsity Brands Collective with hundreds of millions of dollars of revenue from under-age athletes, and the coaches and gyms used Defendant Varsity Brands Collective's reputation in order to bolster their own reputation with minor athletes.

174. Upon information and belief, Defendant Varsity Brands Collective and Defendant Bain Capital relied upon the gyms and coaches to create a replenishing group of underage athletes, and future coaches, and gym owners, to provide a guaranteed stream of revenue.

175. As such, and upon information and belief, it was contrary to Defendant Varsity Brands' business model for Defendants USASF and USA Cheer to ban coaches and gyms from their system, as every coach and gym represented a pipeline of current and future revenue for Defendant Varsity Brands Collective.

176. Rather, when allegations about a specific coach, or Varsity affiliate were made, Defendant Varsity Brands Collective, Defendant USASF, and Defendant USA Cheer either ignored the allegations, determined the allegations were not "credible" based upon arbitrary criteria, or allowed the would-be abuser to quietly exit the Varsity Brands Collective-affiliated program, with the result that the accused could relocate to a new gym or facility without parents knowing about the allegations of misconduct against minors.

177. At all times relevant to this complaint, and upon information and belief, Defendants Bain Capital knew or should have known that Defendant Varsity Brands Collective, Defendant USASF, and Defendant USA Cheer were not appropriately enforcing policies, processes, and

procedures related to athlete safety, and that Defendant Varsity Brands Collective were hosting events without regard for and in contravention to the safety of student athletes.

178. Moreover, and upon information and belief, to incentivize coaches and gyms, Defendants Bain Capital and Defendant Varsity Brands Collective offered, significant monetary benefits to increase sales of Defendant Varsity Brands Collective goods, and participation in Defendant Varsity Brands Collective events, including by providing cash rebates and promotional codes, as well as in creating event environments that mingled child-athletes with adult coaches, gym owners, and choreographers, while providing these same child-athletes with access to drugs and alcohol with minimal parental or adult supervision.

179. Upon information and belief, this environment fostered and contributed to the sexual, mental, and physical abuse inflicted upon the athletes, and gave individuals such as Defendant Moore unfettered access to potential victims.

180. Upon information and belief, this competition environment was the brainchild of Defendant Webb, who used the competitions as a mechanism for his companies to establish dominance in the cheer market.

181. During the timeframe relevant to this complaint, Plaintiffs are informed and believe that employees of Defendant Varsity Brands Collective resigned their positions because of the abuse and systemic failures they saw within the system, including failures to uniformly apply policies and procedures related to athlete safety, rampant drug use within the leadership of Defendant Varsity Brands Collective, as well as alcohol and drug use by athletes during competitions, and general favoritism and promotion of teams that chose to endorse or affiliate with Defendant Varsity Brands Collective, disadvantaging independent teams.

182. Defendant Webb is currently Majority Shareholder of Defendant Varsity Brands and controls the board of directors of Defendant Varsity Brands. He was previously Defendant Varsity Brand's president but resigned in 2020 amid the Jerry Harris sex abuse scandal.

183. During the operative timeframe of this complaint, Defendant USASF received numerous reports and allegations against coaches, choreographers, videographers, and music directors. Upon information and belief, the general response from Defendant USASF was to disregard these reports and accusations as attempts by disgruntled athletes and parents to get coaches and gyms in trouble if the athletes did not receive coveted team positions.

184. A 2020 investigative series by journalists Marisa Kwiatkowski and Tricia L. Nadolny for USA Today revealed scores of repeat sex offenders active within USASF certified gyms and preferred vendor lists.<sup>3</sup> Some of the cases of which Defendants Bain Capital and Defendant Varsity Brands had knowledge included:

- a. A Virginia gym owner was convicted of sexual battery and assault and placed on the sex offender registry after three girls he coached at his Virginia gym came forward. As of 2020, this coach was still listed as the gym's owner and was still Defendant USASF certified. Defendant Varsity Brands continues to invite his gym to competitions. One of his victims had to stop cheering competitively because her convicted abuser was allowed to stay involved around children and in proximity to her.
- b. A Charlotte coach who was arrested for two counts of sexual assault of a minor and lost his middle school teaching job continued to have access to minors afterward. Though the gym's

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<sup>3</sup> <https://www.usatoday.com/in-depth/news/investigations/2020/09/18/cheer-cheerinvestigation-sexual-misconduct-sex-offender-banned-list/3377622001/>

<https://www.usatoday.com/in-depth/news/2020/12/23/cheer-cheer-sexual-misconductcomplaints-usasf/6484248002/>

owners claimed he was told he was no longer welcome to work with the gym's athletes after his arrest, he continued to appear in official social media accounts of the gym, was connected by the gym director to parents for private lessons and attended a Defendant Varsity Brands' event in Florida where he was photographed posing next to the gym's athletes in a gym uniform with the word "Coach" on his shorts. ■

- c. A coach who had been fired from a gym and charged with child pornography was discovered to still be working in the cheer industry by the gym owner who had originally fired him. The gym owner called Defendant Varsity Brands, who told her his background check was fine. After she went to the courthouse to get the records of his conviction and sent them to Varsity, months passed, and the man continued coaching children at Defendant Varsity Brands events through Defendant USASF gyms.
  - d. A Washington gym owner was not banned by Defendant USASF until more than a year after the organization received reports in 2018 that he had been accused of sexual misconduct with minors.
185. Moreover, Defendant USASF refused or failed to report non-member coaches and adults accused of misconduct.
186. Upon information and belief, Defendant USASF has received hundreds of complaints against coaches, choreographers, videographers, and others accused of sexual misconduct.
187. Until recently, however, Defendant USASF failed to dedicate fulltime staff to managing investigation of these complaints.
188. Defendant USASF has been excruciatingly slow to develop policies and procedures for keeping athletes safe from sexual abuse in an industry rife with it.

189. Meanwhile, according to its website: “USASF is the U.S. All-Star Federation. It's about safety standards. It's about coaches' education. It's about providing a safe environment to allow for the continued growth of All-Star cheer and dance across the country. It's about parents knowing their children are being taught using safe methods that are in accordance with the standard of care. It's about standardization of rules from one competition to the next. It's about time.” (Emphasis added).
190. In the years since this public representation, however, Defendant USASF’s gym and coach training has focused almost exclusively on avoiding physical injury to the athletes.
191. In fact, Defendant USASF’s “Athletic Performance Standards” dealt only with things like hair accessories, makeup, uniforms, choreography, and music. The general message is that Defendant USASF concerns itself more with how its athletes look than how its coaches behave.
192. In 2012, Defendant USASF reiterated their “image and appearance policy” to address “the increasing criticism about the general appearance of our athletes during competition and the unflattering media stories that have focused on how our sport is presenting its athletes, particularly those in the younger age groups.”
193. At the same time, Defendant USASF began offering, but not requiring, a \$1 million sexual abuse/sexual molestation policy to gym owners through K&K Insurance.
194. It took until 2015 for Defendant USASF to implement background checks on certified coaches and gym owners. However, Defendant USASF failed to uniformly apply the process.
195. Defendant USASF also created the “Triple A” challenge as part of its response to the SafeSport Act that became law in 2018, shifting responsibility for reporting abuse and exploitation from the corporate entities empowered to oversee the sport onto minors and their families by telling them they should ask when posting photos to social media: “Is it Athletic?”

Is it Age Appropriate? What does it Amplify?” They asked for “thoughtful” social media posts to be hash-tagged with “#ThisIsAllStar and “#usasfATHLETES1st” as part of their safety plan.

196. Meanwhile, Defendant USASF failed to follow its own procedures with respect to rampant child sexual abuse, allowing complaints to stall or delaying action when their policies clearly call for a person to be suspended or banned.

197. At other times, Defendant USASF’s policies have contradicted each other. In its complaint resolution process, Defendant USASF said its jurisdiction was only over members. But in its Safe Sport policy manual, it said it had authority and jurisdiction to investigate anyone employed by a USASF program even if they were not a member.

198. Jim Lord, Defendant USA Cheer’s director of education and programs, said in 2020 that the organization’s banned list is one of the tools they use to keep athletes safe. The manner in which this oversight was performed, according to Lord, was that he had it on his “weekly checklist” to visit search engines and use terms like “cheer coach”, “athlete abuse, and “sexual assault” to find people to ban<sup>4</sup>. Between June and September that year, Lord had identified five (5) names. Investigative reporters with USA Today managed to find 180 people during that same time frame. More than 140 of those had been convicted of a child sex crime and more than half of those were registered sex offenders.

199. Also in 2020, W. Scott Lewis, partner at legal and risk management firm TNG criticized Defendant USASF’s managing reports and complaints in that they often sat on their hands and did nothing, assuming law enforcement had been contacted by someone else. He said it was not typical for organizations to wait for law enforcement action before taking their own action

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<sup>4</sup> It is telling of the problem that Lord used words related to sexual abuse when looking for coaches, gym owners, and affiliates who violated USASF policy. This very specific search criteria demonstrates that USASF understood the risks of harm inherent to the sport.

unless they've explicitly been asked to do so. He said, "You don't want to be on the sideline saying, 'Well, we can't do anything because law enforcement's doing it,'" Lewis said. "You want them to have the ability to engage in interim measures or your own investigation, or both." In May of 2021, Defendant USASF hired TNG to consult on its athlete safety practices.

200. Well after the very public conviction of Jerry Harris, Defendants USASF and USA Cheer finally began offering risk and safety training to member gyms and personnel.

201. However, instead of mandating this risk and safety training for all members, and providing that training free of charge, Defendant Varsity Brands allow members to access Defendant USASF and Defendant USA Cheer's safety training only for a fee.

202. Defendant USASF also began "requiring" that all member programs "have clear, written guidelines that prohibit adults who have contact with minors from engaging in conduct that is either inappropriate and/or illegal."

203. Defendant USASF failed, however, to provide oversight on reviewing or approving those policies, or even verifying those gyms had, in fact, enacted guidelines.

204. Around this same timeframe, Defendant USASF created an online reporting mechanism for receiving complaints. Experts have raised concerns over the burden of this reporting process. When printed, the required forms are over 15 pages long.

205. Moreover, the reporter must cite the alleged rule or regulation their attacker violated, referring to a slew of various sources. By doing so, Defendant USASF shifted its mandatory duty to report child abuse to the victim and their family.

206. In addition, the cumbersome nature of the reporting process, coupled with the fear that many felt in coming forward against coaches and gym owners who would not immediately be ousted effectively chilled reporting.

207. Kelli Hughes, the director of the Center for Child Policy, found Defendant USASF's reporting process to be unnecessarily complicated and burdensome.
208. For the 2021 Defendant USASF Worlds at Disney World in Florida held in May of 2021, the organization sent out an information packet which contained athlete conduct rules but did not address coach conduct. The policy mandated one (1) adult chaperone, defined as anyone 21 years of age or older, for every nine (9) child athletes.
209. Webinars on athlete safety listed at the site in November 2021 included topics like "tumbling drills", "coed stunting", "building transitions", "choreography", "twisting skills theory", and "flyer stability and flexibility". Conspicuously absent at this crucial time was any training on preventing or reporting child sexual abuse or molestation.
210. In short, Defendant Bain Capital and all Defendant Varsity Brands, and Defendants USASF and USA Cheer, have created an elaborate illusion of a safe system in order to draw more members in so they could sell more merchandise and collect more fees for events and camps, knowing their young vulnerable members were at risk and that they were doing nothing about removing the criminal coaches, affiliates, gym owners, and administrators creating that risk.

#### The Enterprise

211. Plaintiff realleges the preceding paragraphs as though repeated verbatim herein.
212. The unlawful acts alleged against Defendant Varsity Brands, Defendant USASF, and Defendant USA Cheer, as well as against Defendant Bain Capital in this Complaint were authorized, ordered, or performed by their officers, agents, employees, representatives, or shareholders while actively engaged in the management, direction or control of their own business or affairs and those of other Defendants.

213. The unlawful acts alleged against Defendant Cheer & Dance Atlanta and Defendant Atlanta Jayhawks Grayson, and Defendant Star Athletics Atlanta, Defendant Oka, Defendant Richardson, Defendant K. Halcomb, Defendant B. Halcomb, Defendant A. Bellew, Defendant D. Bellew, Defendant Grobstein, Defendant Moore and other Unknown Defendants Does 1 through Does 500 who coached and owned gyms and perpetrated abuse upon minor athletes were authorized, ordered, or performed by their officers, agents, employees, representatives, or shareholders while actively engaged in the management, direction or control of their own business or affairs and those of other Defendants.
214. The officers, agents, employees, representatives, or shareholders operated under the explicit and apparent authority of their principals.
215. Each Defendant, and any respective subsidiaries, affiliates and agents operated as a single unified entity with the common goal of taking millions of dollars from minor athletes who wanted to be a part of the competitive cheer world Defendants oversee, as well as to perpetuate a pipeline of new child-athletes, coaches and gyms. Defendants' Enterprise functioned as a continuing unit throughout the conspiracy and continues its operation through the filing of this Complaint.
216. At all times relevant to the complaint, Defendants possessed and continue to possess an ongoing organizational structure with sufficient continuity related to the Enterprise.
217. Each Defendant participated in the operation and management of the Enterprise.
218. The Enterprise is separate and distinct from the pattern of racketeering activity as set forth below.
219. Whenever in this Complaint reference is made to any act, deed, or transaction of any organization, the allegation means that all Defendants and each of them engaged in the act,

deed, or transaction by or through their officers, directors, agents, employees, or representatives while they were actively engaged in the management, direction, control, or transaction of the organization's business or affairs.

220. Individuals alleged to have engaged in misconduct in violation of the laws pleaded herein are alleged to have done so on behalf of all members of the enterprise between the all named Defendant Varsity Brands Collective, Defendant USASF, Defendant USA Cheer, Defendant Bain Capital, Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson and Defendant Star Athletics Atlanta. The athletes who paid to enter the competition cheer world did not know or did not distinguish between the corporate affiliations of different individuals. These organizations all affirmatively and collectively represent themselves as one All-Star family, rather than separate parents and subsidiaries.

221. All Defendants' unlawful conduct as alleged herein has taken place in and affected the continuous flow of interstate commerce in the United States through the certification of private gyms and their coaches, as well as the organizing, promoting, and managing cheer competitions throughout the United States.

222. The conduct alleged herein is tied to billions of dollars of interstate commerce, with Defendant Varsity Brands Collective, their governing bodies, and their parents controlling at least 80% of the competitive cheer market through membership fees, gym and coaching fees, competition fees, insurance, apparel, and travel for training and competition events all over the United States and the world.

223. During its ownership period, Defendant Bain Capital conspired with Defendant Varsity Brands Collective, Defendant USASF, and Defendant USA Cheer to solicit young athletes throughout the United States into the competitive cheer world with the promise of a safe and

superior coaching experience by joining a certified gym. Defendant Bain Capital has provided funding to market these programs for Defendant Varsity Brands Collective and obtained financial rewards from having done so. Defendant Bain Capital made the conscious business decision to invest and reinvest and retain an ownership interest in Defendant Varsity Brands Collective in order to continue reaping the financial benefits of all Defendant Varsity Brands Collective's Enterprise with Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, and Defendant Star Athletics Atlanta.

224. Once ownership transferred to Defendant Bain Capital in 2018, Defendant Bain Capital conspired with Defendant Varsity Brands Collective, Defendant USASF, and Defendant USA Cheer to solicit young athletes throughout the United States into Defendant Varsity Brands Collective universe of competitive cheer with the promise of a safe and superior coaching experience by Defendant USASF and Defendant USA Cheer certified gyms, coaches, and instructors.

225. Defendant Bain Capital has provided funding to market these programs for Defendant Varsity Brands Collective and obtained financial rewards from having done so through Defendant Varsity Brands Collective, Defendant USASF, and Defendant USA Cheers business Enterprise with Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, and Star Athletics Atlanta. Defendants and continues to do so as set forth herein.

226. All Defendants were co-conspirators in a scheme to get as many families as possible to entrust their child athletes to these private gyms and coaches in a scheme to generate massive revenue from these athletes all while Defendants were: (a) failing to properly vet the coaches by investigating backgrounds; (b) failing to properly investigate complaints of inappropriate and criminal sexual conduct by the coaches against minors; (c) failing to report complaints of

inappropriate and criminal sexual conduct against minors; (d) failing to enforce rules and regulations for chaperoning and supervision of minors; (e) failing to enforce ineligibility due to complaints regarding athlete safety; (f) taking minor athletes across state lines for the purpose or with a reckless disregard for whether the athletes would be subjected to sexual and/or physical abuse; (g) taking minor athletes across state lines and then plying them with alcohol and drugs; (h) gathering at predetermined locations to discuss and exchange notes and information related to the Enterprise including how to lure additional minor athletes and how to maximize profits; (i) creating images and videos of children under the influence of drugs and alcohol, and engaging in sex; (j) sending said images over the mails and wires; (k) sending and collecting bills and invoices across the mails and wires despite the fraud perpetrated by Defendants; and (l) disseminating fraudulent misrepresentations through mail and wire as to the safety they guaranteed through a sham certification process.

**FACTUAL ALLEGATIONS APPLICABLE TO  
ALL CLAIMS BY Plaintiff JANE DOE**

227. Plaintiffs incorporates Paragraph 1 through Paragraph 226 as fully stated here and by specific reference thereto.

228. At all times material hereto, Plaintiff Jane Doe was a minor participant and member of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, and Defendant Star Athletics Atlanta. In addition, she was a student and active participant in the cheer program at Walnut Grove High School and was under their complete control, dominion, and supervision. Defendant Moore worked for, was employed by, and an agent/servant of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, and Defendant Star Athletics Atlanta, and the Walton District when Defendant Moore came into contact with the Plaintiffs.

229. At all times material hereto, Defendant Moore was under the direct supervision, management, agency and control of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks

Grayson, and Defendant Star Athletics Atlanta, , Defendant Walton District, and Defendant Does 1 through 500, inclusive.

230. Defendant Moore was the team coach of Defendants Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District.

231. While a team coach, Defendant Moore's employment duties entailed training Plaintiff Jane Doe and others in the area of sport cheering, to included coordinating the care of Plaintiff Jane Doe and her team mates for at every national and international competition, providing individual care and providing for the physical needs and well-being of participants and members of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, Defendant, Defendant Walton District, and Defendant Does 1 through 500, inclusive.

232. Plaintiff Jane Doe was a participant and member of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, Defendant Walton District's cheer team at Walnut Grove High School; and, it is under these circumstances that Plaintiff Jane Doe came to be under the direction and control of Defendant Moore who used his position of authority and trust to drug, rape, molest and sexually abuse Plaintiff Jane Doe.

233. As a member and participant of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, Walnut Grove High School cheer team under Defendant Walton District and while Defendant Moore was a team Coach for each hereinabove named Defendants, the minor Plaintiff Jane Doe was under Defendant Moore direct supervision, control and care, which created a special, confidential, and fiduciary relationship between Plaintiff Jane Doe and Defendant Moore. Because of such relationship, Defendant Moore owed Plaintiff Jane Doe a duty of care. Additionally, as the employers and supervisors of Defendant Moore with knowledge that he was in contact with and providing care to children, Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, Defendant, Walnut Grove High School Cheer Team under Defendant Walton

District, and Defendant Does 1 through 500, inclusive were also in a special, confidential, and fiduciary relationship with Plaintiff Jane Doe, owing the Plaintiff Jane Doe a duty of care.

235. By assigning Defendant Moore as team Coach of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, , Defendant Walton District, and Defendant Does 1 through 500, inclusive, each herein named Defendant represented to the community and participants and members that Defendant Moore was safe, trustworthy, and of high moral and ethical repute, such that parents of participants and members need not worry about having Defendant Moore interact with, and provide care to their minor children. Defendants did so in order to preserve their own public image and reputation, so they could retain past participants and members and recruit new participants and members, thus allowing donations and other financial support to continue flowing into their coffers for financial gain.

236. Plaintiffs are informed and believe, and on that basis allege, that all named Defendants knew or had reason to know that Defendant Moore had engaged in unlawful sexually-related conduct in the past, and/or was continuing to engage in such conduct. ALL named Defendants had a duty to disclose these facts to Plaintiff Jane Doe, her parents and others, but negligently and/or intentionally suppressed, concealed or failed to disclose this information. The duty to disclose this information arose by the special, trusting, confidential, fiduciary relationship between all named Defendants and Plaintiffs.

237. Plaintiffs are informed and believe, and on that basis allege, that while Plaintiff Jane Doe was a participant and member of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Walnut Grove High School cheer teams at Defendant Walton District, all named Defendants engaged in a pattern and practice of employing other staff, coaches, and volunteers and retaining members known to be a danger to participants and members in their care, including Defendant Moore. Defendants employed multiple other professionals, staff, and agents who were known to be sexually abusive and/or were continuing to be abusive. It is upon this information, and therefore belief, that the

prevalence of sexually abusive members of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District evidences the knowledge of the risk that minor gymnastics participants were placed at, while participating in all Defendants cheer programs. Furthermore, it is upon information, and therefore belief, that this evidences a widespread and systemic problem at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District, of allowing sexually abusive coaches, employees, and members to participate in its cheer programs.

238. Plaintiffs are informed and believe and, on that basis, allege all Defendants knew of, or had reason to know of, Defendant Moore's propensity and disposition to engage in sexual misconduct with minors before he sexually abused and molested Plaintiff Jane Doe; and all Defendants knew of the probability that he would molest minors with whom he came into contact, such as Plaintiff Jane Doe.

239. All Defendants failed to implement reasonable safeguards to avoid acts of unlawful sexual conduct by Defendant Moore in the future, including avoiding placement of Defendant Moore in a position where contact and interaction with children is an inherent function. All Defendants ignored and suppressed the past sexual misconduct in which Defendant Moore had engaged.

240. Plaintiffs are informed and believe and, on that basis, allege that all Defendants were apprised, knew or had reason to know and/or were put on notice of Defendant Moore current sexual abuse against the Plaintiff Jane Doe.

241. Defendants were apprised, knew or had reason to know and/or were put on notice of Defendant Moore past sexual abuse of children, past claims and/or investigations, and his propensity and disposition to engage in such unlawful activity and unlawful sexual activity with minor participants and members such that all Defendants knew or had reason to know that Defendant Moore would commit wrongful sexual acts with participants and members, including Plaintiff Jane Doe. Plaintiffs are informed and believe, and on that basis allege that personnel and/or employment records and other records of all Defendants reflect numerous incidents of inappropriate sexual contact and conduct with minor participants and members by Defendant Moore and other professionals, employees, assistants, agents, supervisors and others, including

incidents occurring both on and off the physical premises of such all Defendants and at national and international meets. Based on these records, all Defendants knew and/or had reason to know of Defendant Moore's history of sexual abuse, past claims and/or past investigations, and his propensity and disposition to engage in unlawful activity and unlawful sexual activity with participants and members such that Defendants knew or had reason to know that Defendant Moore would commit wrongful sexual acts with those minor participants and members, including Plaintiff.

242. Because of the relationship between Plaintiff and Defendants, Defendants had an obligation and duty under the law not to hide material facts and information about Defendant Moore's current sexual behavior his past, and his deviant sexual behavior and propensities. Additionally, Defendants had an affirmative duty to inform, warn, and institute appropriate protective measures to safeguard minors who were reasonably likely to come in contact with Defendant Moore. Defendants willfully refused to notify, give adequate warning and implement appropriate safeguards, thereby creating the peril that ultimately damaged Plaintiff.

243. Plaintiff is informed and believes and, on that basis, alleges that prior to Plaintiff's sexual abuse by Defendant Moore, Defendants engaged in a pattern and practice of employing sexual abusers to include Defendant Moore. Defendants concealed these facts from participants and members, their parents, the Walton County, Barrow County, and Gwinnett County communities, the gymnastics community, the public at large, the United States government, various local governments, and law enforcement agencies.

244. Furthermore, all Defendants as named herein this complaint, violated their own policies in allowing Defendant Moore to come into contact with the Plaintiff Jane Doe. Such policies identify "Standards of Behavior" provide in part that, "Avoid Being Alone with a Minor. Gymnastics is a sport that lends itself to one-on-one situations between a coach and a gymnast. Avoid being alone with a child or any group of children in a secluded setting (e.g., locker room, bathroom, office, vehicle or residence), and avoid being alone with a child or any group of children in any place that is inappropriate to the coach-athlete relationship. When a one-on-one situation is necessary, such as private coaching lessons or conversations, conduct the activity within the view of another adult." (paraphrased).

245. Some of the abuse perpetrated by Defendant Moore against the Plaintiff Jane Doe, was perpetrated in the living quarters of Defendant Moore's home, at the facilities of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Walnut Grove High School in Defendant Walton District all being outside of the view of any adults and in direct violation to policies implemented for the safety of participants.

246. Plaintiffs are informed and believe and on that basis allege that as part of Defendants' conspiratorial and fraudulent attempt to hide Defendant Moore's propensity to sexually abuse children, and prior sexual misconduct with children, from public scrutiny and criminal investigation, Defendants implemented various measures designed to make Defendant Moore's conduct harder to detect and ensure minors with whom he came into contact, such as Plaintiff, would be sexually abused, including:

- a) Permitting Defendant Moore to remain in a position of authority and trust after all Defendants knew or had reason to know that he was a molester of children;
- b) Placing Defendant Moore in a separate and secluded environment, at all Defendants Cheer Facilities and business and Gyms, including assigning him unfettered access and control over minor participants and members that included individual and private coaching without a chaperone, and allowing Defendant Moore to physically and sexually interact with the children, including Plaintiff Jane Doe;
- c) Failing to disclose Defendant Moore's prior record of misconduct, sexual abuse, harassment and molestation and his propensity to commit such acts towards participants and members in all named Defendants' cheer programs, the public at large, and law enforcement;
- d) Allowing Defendant Moore unsupervised and uncontrolled access to minors, including the Plaintiff Jane Doe; Holding out Defendant Moore to Plaintiff Jane Doe, her parents, other participants and members of all name Defendants' cheer programs, and the public at large as a trustworthy and honest person of high ethical and moral repute who was capable and worthy of being granted unsupervised access to the children who participated.
- e) Failing to investigate or otherwise confirm or deny such facts about Defendant Moore including prior arrests, charges, claims and investigations for sexual abuse;
- f) Failing to inform, or concealing from Plaintiff Jane Doe's parents and law enforcement officials the fact that Plaintiff Jane Doe and others were or may have been sexually abused, harassed and molested, after all Defendants knew or had reason to know that Defendant Moore may have sexually abused Plaintiff Jane Doe or others, thereby enabling Plaintiff Jane Doe to continue to be endangered and sexually abused, forced to ingest illicit and illegal drugs, and being subjected to continuous rape and molestation treatment, thus exacerbating the harm to Plaintiff Jane Doe; Holding out Defendant Moore to Plaintiff Jane Doe, her parents, and to the community as being in good standing and trustworthy;
- g) Cloaking Defendant Moore's prior sexual misconduct with children within the facade of normalcy, thereby disguising the nature of his sexual abuse and contact with minors;

- h) Failing to take reasonable steps and to implement reasonable safeguards to avoid acts of unlawful sexual conduct by Defendant Moore such as avoiding placement of Defendant Moore in functions or environments in which his solitary contact with children was inherent, to include the Plaintiff Jane Doe.
- i) Failing to put in place a system or procedure to supervise or monitor coaches, athletic trainers, and agents to insure they do not drug, molest or abuse minors in Defendants' care.

247. By his position within the all named Defendants' institutions, Defendant Moore attained a position of influence over Plaintiff Jane Doe and others. Defendants' conduct created a situation of peril that was not, and could not be, appreciated by Plaintiff Jane Doe due to her youth and her alter state as a result of Defendant Moore forced drug use. By virtue of all Defendants' conspiratorial and fraudulent conduct, and in keeping with their intent to fail to disclose and hide Defendant Moore's past and present conduct from the community, the public at large and law enforcement, Defendants allowed Defendant Moore to remain in a position of influence where his unsupervised or negligently supervised conduct with minor participants and members made the rape, drugging, molestation and abuse of minor participants and members possible.

248. By his position within all Defendants' institutions, Defendants and Defendant Moore demanded and required that Plaintiffs respect Defendant Moore in his position as team Coach.

249. The sexual harassment and abuse of Plaintiff Jane Doe by Defendant Moore outlined below, took place while Defendant Moore was the team Coach of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District's Walnut Grove High School, and Plaintiff Jane Doe was a participant and member of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District's Walnut Grove High School, while Defendant Moore was serving as an agent and employee of all Defendants in his capacity as team Coach:

- a. In his capacity as a team Coach with Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District's Walnut Grove High School, Defendant Moore was given custody and supervision of minors, including Plaintiff Jane Doe. Defendant Moore used this position to groom and coerce

children to concede to his sexual suggestions, using his authority and position of trust to exploit them physically, sexually, and emotionally;

- b. Plaintiff Jane Doe became a member and participant of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District's Walnut Grove High School, starting in October of 2023. Plaintiff soon formed a relationship with Defendant Moore as all named Defendants' team Coach. At this time, Defendant Moore commenced the process of "grooming" Plaintiff Jane Doe for later physical, sexual, drug and emotional abuse. Plaintiff is informed and believes Defendant Moore would use the guise of care, athletic training, and illicit and illegal drugs to normalize intimate, inappropriate, and sexually abusive contact with Plaintiff Jane Doe. Plaintiffs are informed and believe Defendant Moore would inappropriately fondle and grope Plaintiff Jane Doe's feet, ankles, thighs, buttocks, hips, waist, breasts, arms, shoulders, and neck, placing Plaintiff Jane Doe under the impression this inappropriate contact was part of his cheer training and coaching. Plaintiffs are informed and believe Defendant Moore's grooming process also included engaging in sexual talk and innuendo, and openly discussing adult, inappropriate topics. Defendant Moore would tell the minor Plaintiff Jane Doe that other gymnasts would give "blowjobs", "hand jobs" and do "Anal" and allow him to perform cunnilingus act upon them and described in detail the process of oral sex and other bizarre, explicit sexual innuendo. During this period, Plaintiff Jane Doe was a cheer team member under Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District direct supervision and control.
- c. Plaintiffs are informed and believe Defendant Moore's physical sexual abuse of Plaintiff Jane Doe commenced after the grooming of Plaintiff began and occurred multiple times while the team was traveling and before and after competitive meets up until in and February of 2024. During this period, Plaintiff was a participant, member, and student under Defendant Moore's and Cheer & Dance Atlanta, Inc. and Atlanta Jayhawks Grayson, LLC and Star Athletics Atlanta, LLC., and Walton District's direct supervision and control. Using his position as team Coach, Defendant Moore would interact with Plaintiff Jane Doe under the guise of providing her instruction and training necessary for her to compete as a world-class cheerleader/gymnast. Under these circumstances, Defendant Moore introduced his penis, mouth and bare hand and fingers to Plaintiff Jane Doe's vagina and anus, on multiple locations, to include within Defendants' institutions, Defendant Moore's personal automobile in the parking lot of Defendants' institutions, in Plaintiff Jane Doe's assigned sleeping quarters, as she lay on the edge of her bed, alone and without any supervision or a chaperone. Plaintiffs are informed and believe that Defendant Moore's drugging, sexual abuse, molestation, and harassment of Plaintiff Jane Doe occurred on the premises of all herein named Defendants, in sleeping quarters, in training facilities, in gyms, high school, et cetera.
- d. Defendant Moore's sexual abuse and harassment of Plaintiff Jane Doe was done for the Defendant Moore's personal sexual gratification, and it annoyed, disturbed, irritated, and offended Plaintiff Jane Doe as it would have a reasonable person. Plaintiff Jane Doe did not consent to the drugging, sexual abuse and harassment by Defendant Moore and further, was incapable of consenting to such because she was a minor at the time of the sexual abuse.
- e. Subsequent to her sexual abuse and harassment at the hands of Defendant Moore on or around the beginning of 2024, Plaintiff Jane Doe, for the first time, began making a mental connection between her present physical, mental and emotional problems and the sexual abuse she experienced as a minor and participant at Defendant Cheer & Dance Atlanta,

Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District's Walnut Grove High School. It was only upon discovery of this that the Plaintiff Jane Doe reasonably determined and discovered that the psychological injury, illness, and suffering that she has endured following the abuse by Defendant Moore were actually caused by the childhood sexual harassment, molestation and abuse she suffered at the hands of Defendants, and each of them. It was at this point in or around the beginning of 2024, when the Plaintiff Jane Doe first spoke to her friend and who was also a cheer member at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District's Walnut Grove High School. Thereafter, Plaintiff Jane Doe confided in her school staff, teachers and head coach, Defendant Brown and Defendant Sparks. However, neither Defendant Brown nor Defendant Sparks reported or investigated the acts alleged by Plaintiff Jane Doe but rather made the conscious decision not to report because that state cheer competition was "coming up" and neither wanted to jeopardize the event by reporting the sexual abuse so each conspired to conceal the crime. Ultimately, Plaintiff Jane Doe confided in her parents.

250. As set forth more fully herein above, Defendant Moore did drug, rape, sexually abuse, harass, and molest Plaintiff Jane Doe, who was a minor child at the time of the acts at-issue. Plaintiffs are informed and believe, and on that basis alleges, that such conduct by Defendant Moore was based upon Plaintiff Jane Doe's gender and was done for his sexual gratification. These actions upon Plaintiff Jane Doe were performed by Defendant Moore without the free consent of Plaintiff Jane Doe, who was a young child, and could therefore not give valid legal consent.

251. During the period Plaintiff Jane Doe was being sexually abused and harassed by Defendant Moore, all named Defendants had the authority and ability to prevent such abuse by removing Defendant Moore from his position as team coach at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton School District. They failed to do so, allowing the abuse to occur and to continue unabated. Plaintiffs are informed and believe and on that basis alleges that this failure was a part of Defendants' conspiratorial plan and arrangement to conceal Defendant Moore's wrongful acts, to avoid and inhibit detection, to block public disclosure, to avoid scandal, to

avoid the disclosure of their tolerance of child sexual molestation and abuse, to preserve a false appearance of propriety, and to avoid investigation and action by public authority including law enforcement. Such actions were motivated by a desire to protect the reputation of all named Defendants and protect the monetary support of all named Defendants, while fostering an environment where such abuse could continue to occur.

252. As a direct result of the rape, sexual harassment and abuse of Plaintiff Jane Doe by Defendant Moore, Plaintiff Jane Doe has had difficulty in meaningfully interacting with others, including those in positions of authority over Plaintiff Jane Doe including coaches, athletic supervisors, and agents. Plaintiff Jane Doe has been limited in her ability to meaningfully interact with others due to the trauma of childhood sexual abuse. This inability to interact creates conflict with Plaintiff Jane Doe's values of trust and confidence in others, and has caused Plaintiff Jane Doe substantial emotional distress, anxiety, nervousness and fear. As a direct result of the sexual abuse and molestation by Defendant Moore, Plaintiff Jane Doe suffered immensely, including, but not limited to, encountering issues with a lack of trust, various negative psychological and emotional sequelae, depressive symptoms, anxiety, nervousness, and illegal drug use recovery.

253. As a direct and proximate result of Defendants' tortious acts, omissions, wrongful conduct and breaches of their duties, Plaintiff Jane Doe's personal and professional development has been adversely affected. Plaintiff Jane Doe has lost opportunities to excel and will continue to lose opportunities to excel in the profession of sport cheer, in an amount to be determined at trial. Plaintiff Jane Doe has suffered substantial economic injury, all to Plaintiffs general, special and consequential damage in an amount to be proven at trial, but in no event less Ten Million and 00/100 Dollars (\$10,000,000.00).

254. As a further direct and proximate result of Defendants' wrongful actions, as herein alleged, Plaintiff Jane Doe has been hurt in her health, strength and activity. Plaintiff Jane doe has sustained permanent and continuing injury to her nervous system and person, which has caused and continues to cause great mental, physical and nervous pain, suffering, fright, upset, grief, worry and shock in an amount according to proof at trial but in no event less than less Ten Million and 00/100 Dollars (\$10,000,000.00)

255, As is set forth herein, Defendants and each of them have failed to uphold numerous mandatory duties required of them by state and federal law, as well as their own internal written policies and procedures, including:

- a) Duty to use reasonable care to protect participants and members from known or foreseeable dangers;
- b) Duty to enact policies and procedures that are not in contravention of the Federal Civil Rights Act, section 1983 and the 14th amendment of the United States Constitution.
- c) Duty to protect participants and members and staff, and provide adequate supervision;
- d) Duty to ensure that any direction given to participants and members is lawful, and that adults act fairly, responsible and respectfully towards participants and members;
- e) Duty to properly train staff so that they are aware of their individual responsibility for creating and maintaining a safe environment;
- f) Duty to review the criminal history of applicants and current employees;
- g) Duty to provide diligent supervision over minors;
- h) Duty to act promptly and diligently and not ignore or minimize problems;
- i) Duty to investigate all claims of sexual misconduct or harassment;
- j) Duty to report suspected incidents of child abuse and more specifically childhood sexual abuse pursuant to the laws of the State of Georgia.

260. Defendants and each of them had and have a duty to protect participants and members, including Plaintiff Jane Doe. Defendants were required to, and failed, to provide adequate supervision, and failed to be properly vigilant in seeing that supervision was sufficient at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walnut Grove High School to ensure the safety of Plaintiff Jane Doe and others.

261. Despite having a duty to do so, Defendants failed to adequately train and supervise all staff to create a positive and safe environment, specifically including training to perceive, report and stop inappropriate sexual conduct by other members of the staff, specifically including Defendant Moore with children.

262. Defendants failed to enforce their own rules and regulations designed to protect the health and safety of the participants and members. Further, they failed to adopt and implement safety measures, policies and procedures designed to protect minor children such as Plaintiff Jane Doe from the sexually exploitive and abusive acts of their agents and employees such as Defendant Moore.

263. In subjecting Plaintiff to the wrongful treatment herein described, all Defendants, Defendant Moore and Does 1 through 500 acted willfully and maliciously with the intent to harm Plaintiff, and in conscious disregard of Plaintiffs rights, so as to constitute malice and/or oppression pursuant to the law of the State of Georgia. Plaintiffs are informed, and on that basis allege, that specifically, Defendants acted in concert, and under their authority as child care providers, with reckless disregard for the concern of the minor participants in its charge, in order to further financially benefit its business's growth. Defendants acted intentionally in creating an environment that harbored molesters, put the vulnerable minor participants at-risk of harm, ignored clear warning signs and their duties to report sexual abusers and molesters in their ranks, to maintain an image of normalcy, in order to maintain its funding and provide further financial growth of all Defendants' business endeavors, on the international level. The safety of the minor participants that were entrusted to all named Defendants was compromised due to Defendants desire to maintain the status quo of each Defendant respective institution, business and organization, and avoid any public scrutiny for its

misconduct. Plaintiffs are informed and on that basis allege that these willful, malicious, and/or oppressive acts, as alleged herein above, were ratified by the officers, directors, and/or managing agents of Defendants. Plaintiffs are therefore entitled to recover punitive damages, in an amount to be determined by the enlightened consciousness of a fair and impartial jury, against all Defendants, Defendant and Does 1 through 500.

#### JOINT AND SEVERAL LIABILITY

264. Defendants are jointly and severally liable for the damages and injuries sustained by Plaintiffs, as Defendants' individual and collective actions and omissions actually and proximately caused Plaintiffs past, present, and ongoing injuries. Plaintiffs are entitled to damages pursuant to the laws of the State of Georgia and the United States of America, including but not limited to the following:

- a. Compensatory, actual, and consequential damages;
- b. Statutory damages;
- c. Punitive damages;
- d. Reasonable attorneys' fees and costs;
- e. Any and all other and further relief as this Court may deem appropriate including pre and post judgment interest.

#### FIRST CAUSE OF ACTION : SEXUAL ASSAULT

265. Plaintiffs re-allege and incorporate by reference herein each and every allegation contained herein above as though fully set forth and brought in this cause of action.

266. Defendant Moore in doing the things herein alleged, including intending to subject Plaintiff Jane Doe to numerous instances of Rape, sexual abuse and molestation by Defendant Moore during Plaintiff Jane Doe's time with Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton School District's Walnut Grove High School, beginning during 2017-2018 school year and lasting for the duration of Plaintiff Jane Doe's tenure with Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District's

Walnut Grove High School, beginning during the 2017-2018 school year including but not limited to instances of Defendant Moore groping, fondling, and penetrating the Plaintiff Jane Doe's vagina and anus all while Defendant Moore acted in the course and scope of his certification/membership/agency/ employment with all named Defendants, and each of them and were intended to cause harmful or offensive contact with Plaintiff Jane Doe's person, or intended to put Plaintiff Jane Doe in imminent apprehension of such contact. ■

267. In doing the things herein alleged, Plaintiff Jane Doe was put in imminent apprehension of a harmful or offensive contact by Defendant Moore and actually believed Defendant Moore had the ability to make harmful or offensive contact with Plaintiff Jane Doe's person and Plaintiff Jane Doe's parents if she refused to comply with his sexual abuse.

268. Plaintiffs did not consent to Defendant's Moore's intended harmful or offensive contact with Plaintiff Jane Doe's person, or intent to put Plaintiff Jane Doe in imminent apprehension of such contact. Additionally, because Plaintiff Jane Doe was a minor during the time herein alleged, she lacked the ability to consent to sexual contact with any person, especially with a team Coach while acting in the course and scope of his certification/membership/agency/ employment with all named Defendants.

269. As a result of the above-described conduct, Plaintiff Jane Doe has suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; and/or has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling.

270. Plaintiffs are informed and based thereon allege that the conduct of all Defendants was oppressive, malicious and despicable in that it was intentional and done in conscious disregard for the rights and safety of others, and were carried out with a conscious disregard of her right to be free from such tortious behavior, such as to constitute oppression, fraud or

malice pursuant to the Laws of the State of Georgia, entitling Plaintiffs to punitive damages against Defendants to punish and set an example of Defendants in an amount according to proof at trial but in no event less than less Ten Million and 00/100 Dollars (\$10,000,000.00)

SECOND CAUSE OF ACTION: SEXUAL BATTERY

271. Plaintiffs re-allege and incorporate by reference herein each and every allegation contained herein above as though fully set forth and brought in this cause of action.
272. During Plaintiff Jane Doe's time as team member and participant with Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District's Walnut Grove High School, Defendant Moore intentionally, recklessly and wantonly did acts which were intended to, and did result in harmful and offensive contact with intimate parts of Plaintiff Jane Doe's person, including but not limited to being subjected to numerous instances of sexual abuse by Defendant Moore during Plaintiff Jane Doe's time with Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walnut Grove High School, beginning in October of 2023 and lasting for the duration of Plaintiff Jane Doe's tenure with Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District's Walnut Grove High School, ending in February of 2024, including but not limited to instances of Defendant Moore raping and groping, fondling the Plaintiff Jane Doe's vagina and anus, oral sexual stimulation, all while Defendant Moore acted in the course and scope of his agency/employment with Defendants, and each of them.
273. Defendant Moore did the aforementioned acts with the intent to cause a harmful or offensive contact with an intimate part of Plaintiff Jane Doe's person and would offend a

reasonable sense of personal dignity. Further, said acts did cause a harmful or offensive contact with an intimate part of Plaintiffs person that would offend a reasonable sense of personal dignity.

274. Because of Defendant Moore's position of authority over Plaintiff Jane Doe, and Plaintiff Jane Doe's mental and emotional state, and Plaintiff Jane Doe's young age under the age of consent, Plaintiff Jane Doe was unable to, and did not, give meaningful consent to such acts.

275. As a direct, legal and proximate result of the acts of Defendant Moore, Plaintiff Jane Doe sustained serious and permanent injuries to her person, all of her damage in an amount to be shown according to proof and in an amount of not less than Ten Million and 00/100 Dollars (\$10,000,000.00).

276. As a direct result of the sexual abuse by Defendant Moore, Plaintiff Jane Doe has difficulty in reasonably or meaningfully interacting with others, including those in positions of authority over Plaintiff including her parents, teachers, and supervisors, and in intimate, confidential and familial relationships, due to the trauma of childhood sexual abuse inflicted upon her by all Defendants. This inability to interact creates conflict with Plaintiff Jane Doe's values of trust and confidence in others, and has caused Plaintiff Jane Doe substantial emotional distress, anxiety, nervousness and fear. As a direct result of the sexual abuse and molestation by Defendant Moore, Plaintiff Jane Doe suffered immensely, including, but not limited to, encountering issues with a lack of trust, various psychological symptoms and episodes, depressive symptoms, anxiety, nervousness, and illegal drug use.

277. Plaintiffs are informed and based thereon allege that the conduct of Defendant Moore was oppressive, malicious and despicable in that it was intentional and done in conscious disregard for the rights and safety of others, and were carried out with a conscious disregard

of her right to be free from such tortious behavior, such as to constitute oppression, fraud or malice pursuant to the Laws of the State of Georgia, entitling Plaintiff to punitive damages against Defendant Moore in an amount appropriate to punish and set an example of Defendant Moore according to proof and in an amount of not less than Ten Million and 00/100 Dollars (\$10,000,000.00).

THIRD CAUSE OF ACTION: GENDER VIOLENCE

278. Plaintiffs re-allege and incorporate by reference herein each and every allegation contained herein above as though fully set forth and brought in this cause of action.
279. Defendant Moore's acts committed against Plaintiffs, as alleged herein, including the rape, sexual harassment, child molestation and sexual, mental and physical abuse of the Plaintiff Jane Doe constitutes gender violence and a form of sex discrimination in that one or more of Defendant Moore's acts DID constitute a criminal offense under state law that has as an element the use, attempted use, or threatened use of physical force against the person of another, committed at least in part based on the gender of the victim, whether or not those acts have resulted in criminal complaints, charges, prosecution, or conviction.
280. Defendant Moore's acts committed against Plaintiffs, as alleged herein, including the sexual harassment, rape, molestation and abuse of the Plaintiff Jane Doe constitutes gender violence and a form of sex discrimination in that Defendant Moore's conduct caused a physical intrusion or physical invasion of a sexual nature upon Plaintiff under threats of violence and coercive conditions, whether or not those acts have resulted in criminal complaints, charges, prosecution, or conviction.
281. As a proximate result of Defendant Moore's acts, Plaintiffs are entitled to actual damages, compensatory damages, punitive damages, injunctive relief, any combination of those, or any

other appropriate relief. Plaintiff is also entitled to an award of attorney's fees and costs pursuant to O.C.G.A. § §9-15-14 and 13-6-11 against Defendant Moore.

**FOURTH CAUSE OF ACTION: SEXUAL HARASSMENT**

282. Plaintiff re-allege and incorporate by reference herein each and every allegation contained herein above as though fully set forth and brought in this cause of action. ■

283. During Plaintiff Jane Doe's time as a team member and participant at Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District's Walnut Grove High School, the sexual advances, solicitations, Defendant Moore intentionally, recklessly and wantonly made of a hostile nature based on Plaintiff Jane Doe's gender that were requests, demands for sexual compliance unwelcome, pervasive and severe, including but not limited to Defendant Moore raping, and groping and fondling the Plaintiff Jane Doe's vagina and anus, all under the supervision of all Defendants, who were acting in the course and scope of their agency with Defendants and each of them.

284. The incidents of abuse outlined herein above took place while Plaintiff Jane Doe was under the control of Defendant Moore and at Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton School District, as well as the staff of Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton School District, in their capacity and position as team coaches, athletic trainers, supervisor, and staff at Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton School District and while acting specifically on behalf of Defendants.

285. During Plaintiff Jane Doe's time as a team member and participant at Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton School District's Walnut Grove High School, Defendant Moore intentionally, recklessly and wantonly did acts which resulted in harmful and offensive contact with intimate parts of Plaintiff Jane Doe's person, including but not limited to, using his position of authority and age to force Plaintiff Jane Doe to give into Defendant Moore's sexual suggestions, advances and gratification.

286. Because of Plaintiff Jane Doe's relationship with Defendant Moore and Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton School District, and Plaintiff Jane Doe's young age as a minor team member and participant, Plaintiff Jane Doe was unable to easily terminate the relationship she had with all Defendants.

287. Because of Defendant Moore's age and position of authority, physical seclusion of the Plaintiff Jane Doe, Plaintiff Jane Doe's mental and emotional state, and Plaintiff Jane Doe's young age under 16 the age of consent, Plaintiff Jane Doe was unable to, and did not and could not, give consent to such acts.

288. Even though all Defendants knew or had reason to know of these activities by Defendant Moore, Defendants did nothing to investigate, supervise or monitor Defendant Moore to ensure the safety of the minor participants and members.

289. Because of Plaintiff Jane Doe's relationship with Defendants, as a team member and participant of Defendants, and Plaintiff Jane Doe's young age as a minor team member and participant, Plaintiff Jane Doe was unable to easily terminate the coach/student relationship she had with Defendants.

290. A corporation is a "person" within meaning of Civil Code section title 14. The Georgia Corporate Code, through the Fair Employment Practices Act (FEPA), applies to sexual harassment. The FEPA prohibits discrimination and harassment based on sex, which includes sexual harassment. Georgia Code § 34-5A-1 defines sexual harassment as unwelcome conduct of a sexual nature that creates a hostile work environment. which subjects persons to liability for sexual harassment within a business, service or professional relationship, and such an entity defendant may be held liable under this statute for the acts of its employees. C.R. v. Tenet Healthcare Corp., (2009) 169 Cal.App.4th 1094. Further, principles of ratification apply when the principal ratifies the agent's originally unauthorized harassment, as is alleged to have occurred herein this complaint.

291. All Defendants' conduct (and the conduct of their agents) was a breach of their duties to Plaintiffs.

292. As a result of the above-described conduct, Plaintiffs have suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; will sustain loss of earnings and earning capacity, and/or has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling entitling Plaintiffs to damages against the all named Defendants in an amount appropriate to punish and set an example of Defendants actions, or lack of actions, according to proof and in an amount of not less than Ten Million and 00/100 Dollars (\$10,000,000.00).

**FIFTH CAUSE OF ACTION: UNFAIR BUSINESS PRACTICES**

293. Plaintiffs re-allege and incorporate by reference herein each and every allegation contained herein above as though fully set forth and brought in this cause of action.

294. Plaintiffs are informed and believe and, on that basis, allege that Defendant Moore and all herein named Defendants have engaged in unlawful, unfair and deceptive business practices including allowing Defendant Moore to engage in repeated rape and sexual harassment of participants and members, including Plaintiff Jane Doe, and failing to take all reasonable steps to prevent harassment and abuse from occurring. The unlawful, unfair and deceptive business practices also included failing to adequately investigate, vet, and evaluate individuals for certification by and employment with all named Defendants, refusing to design, implement, and oversee policies regarding sexual harassment and sexual, mental and physical abuse of children in a reasonable manner that is customary in similar educational environments. Plaintiffs are informed and believe and on that basis allege that Defendant Moore and all herein named Defendants have engaged in unlawful, unfair and deceptive business practices including concealing sexual harassment, concealing sexual abuse, concealing rape, abuse and/or molestation claims by participants and members, such as Plaintiff Jane Doe, so as to retain other participants and members within each herein named Defendants business enterprise and organization who were not apprised of such illicit sexual misconduct by Defendant Moore.

295. Plaintiffs are informed and believe that Defendants engaged in a common scheme, arrangement or plan to actively conceal allegations against sexual abusers who were employees, agents, members, and/or participants at Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and

Defendant Walton School District including Defendant Moore such all herein named Defendants could maintain its public image, and avoid detection of such abuse and abusers. Plaintiffs are informed and believe and thereon allege that Defendants actively concealed these allegations, such that Defendants would be insulated from public scrutiny, governmental oversight, and/or investigation from various law enforcement agencies, all done in order to maintain the false sense of safety for participants and their families and to perpetuate the program financially.

296. By engaging in unlawful, unfair and deceptive business practices, Defendant Moore and all herein named Defendants benefitted financially to the detriment of its competitors, who had to comply with the law.

297. Unless restrained, all Defendants will continue to engage in the unfair acts and business practices described above, resulting in great and irreparable harm to Plaintiff Jane Doe and/or other similarly situated participants and members.

298. Plaintiffs seek restitution for all amounts improperly obtained by Defendant Moore and all named Defendants through the use of the above-mentioned unlawful business practices, as well as the disgorgement of all ill-gotten gains and restitution on behalf of Plaintiff Jane Doe and all other similarly situated participants and members who were also subjected to Defendant Moore and all Defendants' illegal and unfair business practices.

299. Pursuant to Georgia Fair Business Practice Act Title 10 and available equitable powers, Plaintiffs are entitled to a preliminary and permanent injunction, enjoining Defendant Moore and all Defendants from continuing the unlawful and unfair business practices described above. Further, Plaintiffs seek the appointment of a court monitor to enforce its orders regarding client safety. In addition, Plaintiffs are entitled to recover reasonable attorneys' fees

pursuant to the Georgia Business and Professions Code and O.C.G.A. §§ 9-15-14 and 13-6-11.

SIXTH CAUSE OF ACTION: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

300. Plaintiffs re-allege and incorporate by reference herein each and every allegation contained herein above as though fully set forth and brought in this cause of action. ■

301. Defendant Moore all herein named Defendants and Defendant Does 1 through 500's conduct toward Plaintiffs, as described herein, was outrageous and extreme.

302. A reasonable person would not expect or tolerate the rape, sexual harassment, molestation and abuse of Plaintiff Jane Doe by Defendant Moore and Defendants' knowledge and callous indifference thereof. Plaintiffs had great trust, faith and confidence in Defendants, which, by virtue of Defendant Moore's and Defendants' wrongful conduct, turned to fear and psychological and emotional distress.

303. Defendants' conduct toward Plaintiffs, as described herein, was outrageous and extreme.

304. A reasonable person would not expect or tolerate Defendants putting Defendant Moore who was known to, or should have been known to, Defendants to have physically and sexually abused other participants and members, in a position of care of Plaintiff Jane Doe and other minor participants and members, which enabled Defendant Moore to have access to minor participants and members so that he could commit wrongful sexual acts, including the conduct described herein, with minors, including Plaintiff Jane Doe. Plaintiff Jane Doe had great trust, faith and confidence in Defendants, which, by virtue of Defendants' wrongful conduct, turned to fear, psychological and emotion a distress.

305. A reasonable person would not expect or tolerate Defendants and their agents to be incapable of supervising and/or stopping participants and members of Defendants, including

Defendant Moore from committing wrongful sexual acts with minors, including Plaintiff, or to supervise Defendant Moore, Plaintiffs had great trust, faith and confidence in Defendants, which, by virtue of Defendants' wrongful conduct, turned to fear, psychological and emotional distress.

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

307. As a result of the above-described conduct, Plaintiff Jane Doe has suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress including embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; will sustain loss of earnings and earning capacity in her adulthood and/or has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling.

308. In subjecting Plaintiff Jane Doe to the wrongful treatment herein described Defendant Moore all herein named Defendants, and Defendants Does 1 through 500 acted willfully and maliciously with the intent to harm Plaintiff Jane Doe, and in conscious disregard of Plaintiff Jane Doe's rights, so as to constitute malice and/or oppression under Georgia Civil Code section 51-12-5.1 et. al. Plaintiffs are informed, and on that basis allege, that these willful, malicious, and/or oppressive acts, as alleged herein above, were ratified by the officers, directors, employees, members, supervisors, and/or managing agents of all Defendants. Plaintiffs are therefore entitled to recover punitive damages against Defendant Moore and all

herein named Defendants jointly or severally, and Defendants Does 1 through 500 according to proof and in an amount of not less than Ten Million and 00/100 Dollars (\$10,000,000.00).

SEVENTH CAUSE OF ACTION: CONSTRUCTIVE FRAUD

309. Plaintiffs re-allege and incorporate by reference herein each and every allegation contained herein above as though fully set forth and brought in this cause of action.
310. By certifying as a cheer coach and holding Defendant Moore out as an agent of Defendants, and by allowing him to undertake the physical care and athletic training of minor children such as Plaintiff Jane Doe, Defendants entered into a confidential, fiduciary, and special relationship with Plaintiff.
311. By holding themselves out as the national program for sport cheering, dancing and gymnastics, undertaking to select and train national cheer teams, and facilitating competition both nationally and internationally of Plaintiff Jane Doe and other minor team participants and members, all Defendants entered into a confidential, fiduciary and special relationship with Plaintiff.
312. Defendants breached their confidential, fiduciary duty and special duties to Plaintiffs by the wrongful and negligent conduct described above and incorporated into this cause of action, and in so doing, gained an advantage over Plaintiff Jane Doe in matters relating to Plaintiffs safety, security and health. In particular, in breaching such duties as alleged, all Defendants were able to sustain their status as an institution of high moral repute, and preserve their reputation, all at the expense of Plaintiffs further injury and in violation of Defendants' mandatory duties.
313. By virtue of their confidential, fiduciary and special relationship with Plaintiff Jane Doe, all Defendants owed Plaintiff Jane Doe a duty to:

- a) Investigate or otherwise confirm or deny such claims of sexual abuse;
- b) Reveal such facts to Plaintiff Jane Doe, Plaintiffs family and caretakers, the gymnastics community, the community at large, and law enforcement agencies;
- c) Refuse to certify as a cheer coach and refuse to place Defendant Moore and other molesters in positions of trust and authority within Defendants' institutions;
- d) Refuse to certify as a cheer coach and refuse to hold out Defendant Moore and other molesters to the public, the community, minors, parents and law enforcement agencies as being in good standing and, trustworthy in keeping with him and his position as a team coach and authority figure;
- e) Refuse to certify as a cheer coach and refuse to assign Defendant Moore and other molesters to positions of power within Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walnut Grove High School over minors; and
- f) Disclose to Plaintiff Jane Doe, her family, the public, the school community, minors, and law enforcement agencies the wrongful, tortious, and sexually exploitive acts that Defendant Moore had engaged in with children.

314. Defendants' breach of their respective duties included:

- a) Not making reasonable investigations of Defendant Moore.
- b) Improperly certifying Defendant Moore as a cheer coach in good standing and high moral turpitude without a proper background investigation.
- c) Issuing no warnings about Defendant Moore.
- d) Permitting Defendant Moore to routinely be alone with and in control of minors, unsupervised; to include the Plaintiff, Plaintiff Jane Doe.
- e) Not adopting a policy to prevent Defendant Moore from routinely having minors and participants and members in his unsupervised control;
- f) Making no reports of any allegations of Defendant Moore's abuse of participants and members, or of minors prior to or during his employment at Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walnut Grove High School; and
- g) Assigning and continuing to assign Defendant Moore to duties which placed him in positions of authority and trust over minors, positions in which Defendant Moore could easily isolate and sexually abuse minors.

315. At the time that all Defendants engaged in such suppression and concealment of acts, such acts were done for the purpose of causing Plaintiff Jane Doe to forbear on Plaintiff Jane Doe's rights.

316. All Defendants' misconduct did reasonably cause Plaintiff Jane Doe to forbear on Plaintiff Jane Doe's rights.

317. The misrepresentations, suppressions and concealment of facts by all Defendants were intended to and were likely to mislead Plaintiff Jane Doe and others to believe that

Defendants had no knowledge of any charges against Defendant Moore or that there were no other charges of unlawful or sexual misconduct against Defendant Moore or others and that there was no need for them to take further action or precaution.

318. The misrepresentations, suppressions and concealment of facts by all Defendants was likely to mislead Plaintiff and others to believe that Defendants had no knowledge of the fact that Defendant Moore was a molester and was known to commit wrongful sexual acts with minors, including Plaintiff.

319. All Defendants knew or had reason to know at the time they suppressed and concealed the true facts regarding others' sexual molestations, that the resulting impressions were misleading.

320. Defendants suppressed and concealed the true facts regarding Defendant Moore with the purpose of: preventing Plaintiff Jane Doe, Plaintiff Jane Doe's parents & family, and others, from learning that Defendant Moore and others had been and were continuing to sexually harass, rape, drug, molest and abuse minors and others under Defendant Moore and all Defendants' control, direction, and guidance, with complete impunity; inducing people, including Plaintiff Jane Doe and other benefactors and donors to participate and financially support all Defendants' program and other enterprises of Defendants; preventing further reports and outside investigations into Defendant Moore and all Defendants' conduct; preventing discovery of all Defendants' own conduct; avoiding damage to the reputations of all Defendants; protecting all Defendants' power and status in the community and the cheer community; avoiding damage to the reputation of all Defendants, or all Defendants' institutions; and avoiding the civil and criminal liability of all Defendants, Defendant Moore and of others.

321. At all times mentioned herein, all Defendants, and in particular Defendant Moore and Defendant Moore at Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Walton District and Defendant Walton County School Board members individually had knowledge of the tortious nature of

their own and Defendant Moore's conduct, knowingly conspired and gave each other substantial assistance to perpetrate the misrepresentations, fraud and deceit alleged herein—covering up the present allegation of this complaint and past allegations of sexual misconduct lodged against Defendant Moore and allowing Defendant Moore to remain in his position as a team coach so they could maintain their reputations and continue with their positions within each Defendants' respective organization.

322. Plaintiffs and others were misled by all Defendants' suppressions and concealment of facts, and in reliance thereon, were induced to act or induced not to act, exactly as intended by all Defendants. Specifically, Plaintiff Jane Doe and Plaintiff's family were induced to believe that there were no ongoing sexual abuse and no allegations of criminal or sexual abuse against Defendant Moore and that he was safe to be around children. Had Plaintiff Jane Doe and her family, and others, known the true facts about Defendant Moore they would not have participated further in activities of Defendant Moore or continued to financially support all Defendants' activities. They would have reported the matters to the proper authorities, to other minor participants and members and their parents so as to prevent future recurrences; they would not have allowed children, including Plaintiff Jane Doe, to be alone with, or have any relationship with Defendant Moore; they would not have allowed children, including Plaintiff Jane Doe, to attend or be under the control of any herein named Defendants; they would have undertaken their own investigations which would have led to discovery of the true facts; and they would have sought psychological counseling for Plaintiff Jane Doe, and for other children molested and abused by Defendant Moore.

323. By giving Defendant Moore the position of team coach, Defendants impliedly represented that Defendant Moore was safe and morally fit to give children care and provide instruction as it pertains to cheer and cheer competition.

324. When all Defendants made these affirmative or implied representations and nondisclosures of material facts, all Defendants knew or had reason to know that the facts were otherwise. Defendants knowingly and intentionally suppressed the material facts that

Defendant Moore had on numerous, prior occasions sexually, physically, and mentally abused minors and participants and members of all Defendants, including Plaintiff Jane Doe, and knew of or learned of conduct, or had reason to know of conduct by Defendant Moore which placed all Defendants on notice that Defendant Moore was currently sexually abusing children and had previously been suspected of felonies, including unlawful sexual conduct with minors, and was likely abusing children.

325. Because of Plaintiff Jane Doe's young age, and because of the status of Defendant Moore as a trusted, authority figure to Plaintiff Jane Doe, Plaintiff Jane Doe was vulnerable to Defendant Moore. Defendant Moore sought Plaintiff Jane Doe out and was empowered by and accepted Plaintiff Jane Doe's vulnerability. Plaintiff Jane Doe's' vulnerability also prevented Plaintiff Jane Doe from effectively protecting herself from the sexual advances, rape and sexual abuse of Defendant Moore.
326. All Defendants had the duty to obtain and disclose information relating to sexual misconduct of Defendant Moore.
327. All Defendants misrepresented, concealed or failed to disclose information relating to sexual misconduct of Defendant Moore.
328. All Defendants knew that they had misrepresented, concealed or failed to disclose information related to sexual misconduct of Defendant Moore.
329. Plaintiffs justifiably relied upon Defendants for information relating to sexual misconduct of Defendant Moore.
330. Defendant and all Defendants, and Defendant Does 1 through 500, in concert with each other and with the intent to conceal and defraud, conspired and came to a meeting of the minds whereby they would misrepresent, conceal or fail to disclose information relating to the sexual misconduct of Defendant Moore the inability of Defendants to supervise or stop Defendant Moore from sexually harassing, molesting and abusing Plaintiff Jane Doe, and their own failure to properly investigate, supervise and monitor his conduct with minor participants and members.

331. By so concealing, all Defendants committed at least one act in furtherance of the conspiracy.
332. As a result of the above-described conduct, Plaintiffs have suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; will sustain loss of earnings and earning capacity in her adulthood, and/or has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling.
333. In addition, when Plaintiffs finally discovered the fraud of Defendants, and continuing thereafter, Plaintiffs experienced recurrences of the above-described injuries. Plaintiffs experienced extreme and severe mental anguish and emotional distress that Plaintiffs have been the victim of Defendants' fraud; that Plaintiffs have not been able to help other minors being molested because of the fraud, and that Plaintiffs have not been able because of the fraud to receive timely medical treatment needed to deal with the problems Plaintiff Jane Doe suffered and continues to suffer as a result of the sexual harassment, rape, drugging, molestation and abuse.
334. In subjecting Plaintiffs to the wrongful treatment herein described, all Defendants, Defendant Moore and Defendant Does 1 through 500 acted willfully and maliciously with the intent to harm Plaintiff, and in conscious disregard of Plaintiffs' rights, so as to constitute malice and/or oppression under Georgia Civil Code section 51-12-5.1 et al., Plaintiffs are informed, and on that basis allege, that these willful, malicious, and/or oppressive acts, as alleged herein above, were ratified by the officers, directors, and/or agents of all Defendants. Plaintiffs are therefore entitled to recover punitive damages against all Defendants, Defendant

Moore and Defendant Does 1 through 500 according to proof and in an amount of not less than Ten Million and 00/100 Dollars (\$10,000,000.00).

EIGHTH CAUSE OF ACTION: NEGLIGENCE

335. Plaintiffs re-allege and incorporate by reference herein each and every allegation contained herein above as though fully set forth and brought in this cause of action. ■

336. Prior to and after the first incident of Defendant Moore's sexual harassment, molestation, rape, drugging, and abuse of Plaintiff Jane Doe, through the present, all named Defendants, knew and/or had reason to know that Defendant Moore had and was capable of sexually, physically, and mentally abusing and harassing Plaintiff Jane Doe or other victims.

337. All Defendants and each of them had special duties to protect the minor Plaintiff Jane Doe and the other participants and members, when such minors were entrusted to Defendants' care by their parents. Plaintiff Jane Doe's care, welfare and physical custody was entrusted to Defendants. Defendants voluntarily accepted the entrusted care of Plaintiff Jane Doe. As such, Defendants owed Plaintiff Jane Doe, a minor child, a special duty of care that adults dealing with children owe to protect them from harm. The duty to protect and warn arose from the special, trusting, confidential, and fiduciary relationship between all Defendants and Plaintiffs.

338. All Defendants breached their duties of care to the minor Plaintiff Jane Doe by allowing Defendant Moore to come into contact with the minor Plaintiff Jane Doe and other participants and members, without supervision; by failing to adequately hire, supervise and retain Defendant Moore whom they permitted and enabled to have access to Plaintiff; by concealing from Plaintiff, her family, and law enforcement that Defendant Moore was sexually harassing, molesting, drugging, and abusing minors; and by holding Defendant

Moore out to Plaintiff Jane Doe and her family as being of high moral and ethical repute, in good standing and trustworthy.

339. All Defendants breached their duties to Plaintiffs by failing to investigate or otherwise confirm or deny such facts of sexual abuse by Defendant Moore failing to reveal such facts to Plaintiff Jane Doe, her parents, the community and law enforcement agencies, and by placing Defendant Moore into a position of trust and authority, holding him out to Plaintiff Jane Doe, her parents, and the public as being in good standing and trustworthy.

340. All Defendants breached their duty to Plaintiffs by failing to adequately monitor and supervise Defendant Moore and failing to prevent Defendant Moore from committing known wrongful sexual acts with other team mates of the Plaintiff Jane Doe and acts with minors including Plaintiff. All Defendants' voluminous past records of sexual misconduct by Defendant Moore caused Defendants to know, or gave them reason to know, of Defendant Moore's incapacity to serve as a team coach and providing for the cheer instruction and physical care of minor females during overnight competitions.

341. As a result of the above-described conduct, Plaintiffs suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; will sustain loss of earnings and earning capacity in her adulthood, and has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling. Plaintiffs are therefore entitled to recover damages against all Defendants, Defendant Moore

and Defendant Does 1 through 500 according to proof and in an amount of not less than Ten Million and 00/100 Dollars (\$10,000,000.00).

**NINTH CAUSE OF ACTION: NEGLIGENT SUPERVISION**

342. Plaintiffs re-allege and incorporates by reference herein each and every allegation contained herein above as though fully set forth and brought in this cause of action. ■

343. By virtue of Plaintiffs' special relationship with all Defendants, and Defendants' relation to Defendant Moore, Defendants owed Plaintiffs a duty to provide reasonable supervision of Defendant Moore to use reasonable care in investigating Defendant's background, and to provide adequate warning to Plaintiff Jane Doe, Plaintiffs family, and minor participants and members of Defendant Moore's dangerous propensities and unfitness. As an organization responsible for, and entrusted with, the welfare of minor children, all Defendants had a duty to protect, supervise, and monitor both the Plaintiff Jane Doe from being preyed upon by sexual predator Defendant Moore and to supervise and monitor Defendant Moore such that he would not be placed in seclusion with minor children, including the Plaintiff Jane Dow.

344. As representatives of all Defendants, where many of the participants and members thereof are vulnerable minors entrusted to all Defendants, all of Defendants' agents expressly and implicitly represented that team coaches and staff, including Defendant Moore were not a sexual threat to children and others who would fall under Defendant Moore's influence, control, direction, and care.

345. All Defendants, by and through their respective agents, servants and employees, knew or had reason to know about Defendant Moore's dangerous and exploitive propensities and that Defendant Moore was an unfit agent and coach. Despite such knowledge, Defendants negligently failed to supervise Defendant Moore in his position of trust and authority as a team

Coach and authority figure over children, where he was able to commit wrongful acts of sexual misconduct, rape, molestation, against Plaintiff Jane Doe. All Defendants failed to provide reasonable supervision of Defendant Moore failed to use reasonable care in investigating Defendant Moore and failed to provide adequate warning to Plaintiff Jane Doe and Plaintiffs family of Defendant Moore's dangerous propensities and unfitness. All Defendants further failed to take reasonable steps to ensure the safety of minors, including Plaintiff Jane Doe, from sexual harassment, drugs, rape, molestation, and physical, mental and emotional abuse.

346. At no time during the periods of time alleged did Defendants have in place a reasonable system or procedure to investigate, supervise and monitor the team coach or staff, including Defendant Moore to prevent pre-sexual grooming and sexual harassment, molestation and abuse of children, including Plaintiff Jane Doe, nor did they implement a system or procedure to oversee or monitor conduct toward minors and others in Defendants' care.

347. All Defendants were aware or had reason to be aware of how vulnerable children were to sexual harassment, molestation and abuse by teachers, coaches and other persons of authority within all of Defendants' entities.

348. All Defendants were put on notice, knew and had reason to know that Defendant Moore had previously engaged and was continuing to engage in unlawful sexual conduct with minors, and had committed other felonies, for his own personal sexual gratification, and that it was foreseeable that he was engaging, or would drug and engage in illicit sexual activities with Plaintiff Jane Doe, and others, under the cloak of the authority, confidence, and trust, bestowed upon him through all Defendants.

349. All Defendants were placed on actual or constructive notice that Defendant Moore was molesting or had molested other minors and participants and members during his employment

with Defendants. All Defendants were informed of molestations of minors committed by Defendant Moore prior to Plaintiff Jane Doe's sexual abuse and after, and of conduct by Defendant Moore that would put a reasonable person on notice of such propensity to molest and abuse children.

350. Even though Defendants knew or had reason to know of these illicit sexual activities by Defendant Moore all Defendants did not reasonably investigate, supervise or monitor Defendant Moore to ensure the safety of the minor participants and members.

351. Defendants' conduct was a breach of their duties to Plaintiffs.

352. Defendants, and each of them, breached their duty to Plaintiffs by, inter alia, by failing to adequately monitor and supervise Defendant Moore and stop Defendant Moore from committing wrongful sexual acts with minors including Plaintiff Jane Doe.

353. As a result of the above-described conduct, Plaintiffs have suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; will sustain loss of earnings and earning capacity, and/or has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling.

354. Under the Child Abuse and Neglect Reporting Act, Defendants, by and through their employees and agents, were child care custodians and were under a statutory duty to report known or suspected incidents of sexual molestation or abuse of minors to a child protective agency, pursuant to O.C.G.A. 19-7-5, and not to impede the filing of any such report. Such acts of all Defendants constitutes negligence per se.

355. Defendants knew or had reason to know that their team coach, Defendant Moore and other staff of Defendants, had sexually molested, abused or caused touching, battery, harm, and/or other injuries to minors, including Plaintiff, giving rise to a duty to report such conduct under O.C.G.A. § 19-7-5.
356. Defendants knew, or had reason to know, in the exercise of reasonable diligence, that an undue risk to minors, including Plaintiff, existed because Defendants did not comply with Georgia's mandatory reporting requirements.
357. By failing to report the continuing molestations and abuse by Defendant Moore which Defendants knew or had reason to know about, and by ignoring the fulfillment of the mandated compliance with the reporting requirements provided under O.C.G.A. § 19-7-5, Defendants created the risk and danger contemplated by the Child Abuse and Neglect Reporting Act, and as a result, unreasonably and wrongfully exposed Plaintiff and other minors to sexual molestation and abuse.
358. Plaintiff Jane Doe was a member of the class of persons for whose protection O.C.G.A. § 19-7-5 was specifically adopted to protect.
359. Had Defendants adequately reported the molestation of Plaintiff Jane Doe and other minors as required by O.C.G.A. § 19-7-5, further harm to Plaintiff Jane Doe and other minors would have been avoided.
360. As a proximate result of Defendants' failure to follow the mandatory reporting requirements of O.C.G.A. § 19-7-5, Defendants wrongfully denied Plaintiff Jane Doe and other minors the intervention of child protection services. Such public agencies would have changed the then-existing arrangements and conditions that provided the access and opportunities for the molestation of Plaintiff Jane Doe by Defendant Moore.
361. The physical, mental, and emotional damages and injuries resulting from the sexual molestation of Plaintiff Jane Doe by Defendant Moore were the type of occurrence and injuries that the Child Abuse and Neglect Reporting Act was designed to prevent.

362. As a result, Defendants' failure to comply with the mandatory reporting requirements of O.C.G.A. § 19-7-5 also constituted a per se breach of Defendants' duties to Plaintiffs.
363. All Defendants, and each of them, breached their duty to Plaintiffs by, inter alia, by failing to adequately monitor and supervise Defendant Moore and stop Defendant Moore from committing wrongful sexual acts with minors including Plaintiff.
364. As a result of the above-described conduct, Plaintiff has suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of enjoyment of life; has suffered and continues suffer and was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; will sustain loss of earnings and earning capacity, and/or has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling. Plaintiffs are therefore entitled to recover damages against all Defendants, Defendant Moore and Defendant Does 1 through 500 according to proof and in an amount of not less than Ten Million and 00/100 Dollars (\$10,000,000.00).

#### TENTH CAUSE OF ACTION: NEGLIGENT HIRING/RETENTION

365. Plaintiffs re-allege and incorporate by reference herein each and every allegation contained herein above as though fully set forth and brought in this cause of action.
366. By virtue of Plaintiffs' special relationship with Defendants, and Defendants' relation to Defendant Moore all Defendants owed Plaintiffs a duty to not hire or retain Defendant Moore given his dangerous and exploitive propensities, which Defendants knew or had reason to know about had they engaged in a reasonable, meaningful and adequate investigation of his background prior to his hiring or retaining him in subsequent positions of employment.
367. All Defendants expressly and implicitly represented that the all named herein Defendants' organization and corporations, team staff, trainers, and team coach's, including Defendant

Moore were not a sexual threat to children and others who would fall under Defendant Moore's influence, control, direction, and guidance.

368. At no time during the periods of time alleged in Plaintiffs' Complaint did any of the named Defendants have in place a reasonable system or procedure to investigate, supervise and monitor team staff, trainers, and team coaches, including Defendant Moore to prevent pre-sexual grooming or sexual harassment, molestation, rape and abuse of children, nor did they implement a system or procedure to oversee or monitor conduct toward minors, participants and members and others in all Defendants' care.

369. All Defendants were aware or had reason to be aware and understand how vulnerable children were to sexual harassment, molestation and abuse by coaches, teachers and other persons of authority within the control of Defendants prior to Plaintiff Jane Doe's sexual abuse by Defendant Moore.

370. Defendants were put on notice, and had reason to know that Defendant Moore had previously engaged and continued to engage in unlawful sexual conduct with minors and was committing other felonies, for his own personal gratification, and that it was, or had reason to know it would have been foreseeable that he was engaging, or would engage in illicit sexual activities with Plaintiff Jane Doe, and others, under the cloak of his authority, confidence, and trust, bestowed upon her through Defendants.

371. Defendants were placed on actual or constructive notice that Defendant Moore had drugged, raped, molested or was molesting minors and participants and members, both before and during his certification by Defendant UASAF, Defendant USA Cheer, before and during his employment within Defendants. All Defendants had knowledge of inappropriate conduct and molestations committed by Defendant Moore before and during his employment yet chose

to allow him to remain certified as a cheer coach, allowed him to remain employed by all named Defendants, and allow him to be unsupervised where he sexually abused Plaintiff Jane Doe.

372. Even though all Defendants knew or had reason to know of these sexually illicit activities by Defendant Moore, Defendants failed to use reasonable care in investigating Defendant Moore and did nothing to: (1) revoke his certification, (2) reasonably investigate, (3) supervise or monitor Defendant Moore to ensure the safety of the minor participants and members.

373. All Defendants' conduct was a breach of their duties to Plaintiffs.

374. As a result of the above-described conduct, Plaintiffs have suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; will sustain loss of earnings and earning capacity as an adult, and/or has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling. Plaintiffs are therefore entitled to recover damages against all Defendants, Defendant Moore and Defendant Does 1 through 500 according to proof and in an amount of not less than Ten Million and 00/100 Dollars (\$10,000,000.00).

ELEVENTH CAUSE OF ACTION: NEGLIGENT FAILURE  
TO WARN, TRAIN or EDUCATE

375. Plaintiffs re-allege and incorporate by reference herein each and every allegation contained herein above as though fully set forth and brought in this cause of action.

376. All Defendants owed Plaintiffs a duty take reasonable protective measures to protect Plaintiff Jane Doe and other minor participants and members from the risk of childhood sexual

harassment, molestation and abuse by Defendant Moore by properly warning, training or educating Plaintiffs and other about how to avoid such a risk.

377. All Defendants breached their duty to take reasonable protective measures to protect Plaintiff Jane Doe and other minor participants and members from the risk of childhood sexual harassment, molestation and abuse by Defendant Moore such as the failure to properly warn, train or educate Plaintiffs and other minor participants and members about how to avoid such a particular risk that Defendant Moore posed—of sexual misconduct.

378. All Defendants breached their duty to take reasonable protective measures to protect Plaintiff Jane Doe and other minor participants and members from the risk of childhood sexual harassment, molestation and abuse by Defendant Moore by failing to supervise and stop employees of Defendants, including Defendant Moore from committing wrongful sexual acts with minors, including Plaintiff Jane Doe.

379. As a result of the above-described conduct, Plaintiffs have suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; will sustain loss of earnings and earning capacity, and/or has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling. Plaintiffs are therefore entitled to recover damages against all Defendants, Defendant Moore and Defendant Does 1 through 500 according to proof and in an amount of not less than Ten Million and 00/100 Dollars (\$10,000,000.00).

TWELFTH CAUSE OF ACTION VIOLATION OF THE PROTECTING YOUNG VICTIMS  
FROM SEXUAL ABUSE ACT, 18 U.S.C. §2255

380. Plaintiffs hereby reallege the preceding paragraphs as if repeated verbatim herein.

381. This claim is brought against all Defendants, with the specific acts complained of performed against minors by Defendant Moore and other Unknown Defendants, with the specific knowledge and aid of all herein named Defendants, and enabled by the ongoing certification, and ratification of the all Defendants.

382. Under the statute, a covered individual means an adult who is authorized by a national governing body, a member of a national governing body, or an amateur sports organization that participates in interstate or international amateur athletic competition, to interact with a minor or amateur athlete at an amateur sports organization facility or at any event sanctioned by a national governing body, a member of a national governing body, or such an amateur sports organization.”

383. Under the statute, the term “event” includes travel, lodging, practice, competition, and medical treatment.

384. All herein name Defendants, and the other unknown Defendant Does 1 through Does 500, qualify as covered individuals and the facts of this case bear out that abuse occurred at events defined by the statute.

385. All herein relevant and named Defendants were held out by Defendant Varsity Brands Collective, Defendant USASF, Defendant USA Cheer, and Defendant Bain Capital as being part of a network of safe and trustworthy cheer coaching gyms.

386. Plaintiff Jane Doe was a minor at the time she was sexually abused and assaulted, sexually exploited, transported across state lines for illegal sexual activity, and/or used in creating or receiving illegal and obscene digital materials in contravention of 18 U.S.C §§ 2241(c), 2242,

2243, 2251, 2251A, 2252, 2252A, 2260, 2421, 2422, and 2223, thus constituting violations of 18 U.S.C. §2255.

387. Plaintiffs have suffered personal injuries as a result of these violations of law.

388. Plaintiffs are entitled to damages pursuant to the laws of State of Georgia, including but not limited to the following:

- a. Compensatory, actual, and consequential damages, or, in the alternative, liquidated damages in the amount of \$100,000,000.00;
- b. Reasonable attorneys' fees and costs;
- c. Punitive damages; and
- d. Any and all other and further relief as this Court may deem appropriate including pre and post judgment interest.

THIRTEENTH CAUSE OF ACTION: FOR CIVIL CONSPIRACY IN VIOLATION OF THE RICO ACT PURSUANT TO 18 U.S.C. §1962(c) and §1962(d)

389. Plaintiffs hereby reallege the preceding paragraphs as if repeated verbatim herein.

390. This count is brought against all Defendants.

391. United States law makes it “unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity...” 18 U.S.C. §1962(c).

392. Each Defendant, at all relevant times, is and has been a “person” within the meaning of 18 U.S.C. § 1961(3) because each of them is capable of holding, and does hold, “a legal or beneficial interest in property.”

393. Defendants' activities include at least two (2) acts of racketeering activity since at least 2003. Accordingly, Defendants' conduct constitutes a pattern of racketeering activity. 18 U.S.C. § 1961(5).

394. The racketeering activity is set forth herein and includes violations of 18 U.S.C. §§ 1341 (mail fraud), 1343 (wire fraud)<sup>5</sup>, and 18 U.S.C §§ 2241(c), 2242, 2243, 2251, 2251A, 2252, 2252A, 2260, 2421, 2422, and 2223 (sexual exploitation of minors and creating obscene materials) as set forth in paragraph 185.

395. At all times pertinent to this Complaint Defendant Varsity Brands Collective, Defendant USASF, Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, and Defendant Star Athletics Atlanta had formed an association-in-fact Enterprise within the meaning of 18 U.S.C. § 1961(4).

396. Defendant Bain Capital agreed to facilitate this Enterprise by funding its ongoing operation in order to obtain financial benefit of its revenues.

397. This Enterprise as previously described in this Complaint, consists of a group of persons associated together for the common purpose of recklessly, intentionally, and willfully endangering the Plaintiff Jane Doe as a minor athlete by exposing her to illegal sexual abuse and exploitation of children while assuring her parents she was particularly safe in order to take their money.

398. Defendants, and all of them in concert with the Enterprise, were engaging in misleading and fraudulent messaging to children and their families which they knew or should have known was endangering children who were not in a position to discover the danger since Defendants

were concealing the danger and failing to report it, acting in reckless indifference to the safety of the children in the name of growing profits.

399. In 2018, Defendant Bain Capital funded the purpose of this Enterprise.

400. All the named Defendant Varsity Brands Collective, Defendant USASF, Defendant USA Cheer, and Defendant Cheer & Dance Atlanta and its owners/coaches/employees, Defendant Jayhawks Grayson, and its coaches/employees and Defendant Star Athletics Atlanta and its owners/coaches/employees. acted in concert to commit the predicate acts of child sexual exploitation, kidnapping, dealing in obscene materials involving minors, mail fraud and wire fraud as set forth in the preceding paragraphs.

401. The funding, materials, and premises provided by all the named Defendant Varsity Brands Collective and Defendant Bain Capital and the communication of particular trust and safety conducted by Defendant USASF facilitated the commission of these predicate acts by Defendant Cheer & Dance Atlanta. and Defendant Atlanta Jayhawks Grayson, and Star Athletics Atlanta, Defendant Oka, Defendant Richardson, Defendant K. Halcomb, Defendant B. Halcomb, Defendant A. Bellew, Defendant D. Bellew, Defendant Grobstein, and other Unknown Defendants Does 1 through Does 500 in the commission of crimes against children.

402. All Defendants knew or should have known that inappropriate contact was occurring between coaches and minor athletes based on the one-on-one coaching being marketed and the travel of these children across state lines with the coaches who stayed in hotel rooms with them and had been rumored, and even captured on camera, engaging in illegal and inappropriate acts with the minors.

403. Defendants owed a duty to the minor Plaintiff Jane Doe, and her family, to disclose reports of inappropriate behavior and sexual relationships with children and to report crimes alleged against them.
404. Defendants collectively allowed, endorsed, and financially supported the continuation of these acts against minor athletes.
405. Defendants engaged in a scheme to defraud these athletes and their families out of money and property with their artifice and deceit regarding the safety of their programs.
406. The fraudulent mail and/or wire messages include, for specificity, but are not limited to the following:
- a. Defendant USASF's Athlete Protection Messaging at the website and via email during all period of time relevant to this complaint./
  - b. The 2021-2024 Uniform Ineligible List, which Defendants falsely represented was a mechanism by which Defendants were properly patrolling and purging the sport of potentially dangerous adults;
  - c. Social media posts and images either promoted by or shared by Defendants, where Defendants supported the proliferation of Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Moore and individual coaches;
  - d. Annual billing and/or invoices to Plaintiffs for Plaintiff Jane Doe's USASF membership renewal;
  - e. In 2021, Defendant USASF's website falsely claimed that they were requiring background checks in 2015 of "all coaches and adult members". However, this was untrue. Background checks were only required for entry into the "warm up room" at competitions. It was never implemented with respect to coaching children or being around them in any capacity outside their competition routine.
  - f. In 2021, Defendant USASF also falsely claimed that "two years earlier" in 2017 they made SafeSport's athlete protection education a mandatory requirement for all coaches and adult members. However, this is impossible since the SafeSport Act was not signed into law until February of 2018.
  - g. Consecutively, on May 10, 2018 and May 16, 2019, the period just before Worlds at Disney, Defendant USASF disseminated the following messaging: "Athlete Safety is our #1 Priority! Our mission includes 'strive for a safe environment for our athletes.' To USASF, safety extends beyond our Cheer or Dance safety rules for performance. We're committed to helping our members create the safest overall environment for every All-Star athlete, so we've made resources available for use in gyms and studios."
  - h. However, in these resources, Defendant USASF continued to provide messaging that child sexual abuse and exploitation by predators was an outside problem that could be prevented by paying more attention to how cheerleaders were presenting themselves on social media.

- i. In July of 2019, Defendant USASF shifted the blame to child athletes warning them the “risk and responsibility” of sexual exploitation and objectification required them to “make better choices” about their appearance to “minimize the risk[.]” It did this with full knowledge of repeated reports that the industry was rife with abuse among its own coaching and gym owner ranks and that they were actively concealing these predators so that they could continue to feed the revenue stream.
- j. Defendant USASF’s athlete protection messaging continued at this time to primarily address athlete safety from sexual exploitation and abuse from the perspective of how athletes were presenting themselves through appearance and how that might affect the brand’s image through an “image and appearance policy”.
- k. Defendant USASF and Defendant USA Cheer’s codes of conduct and other policy statements, which operated across all Defendant Varsity Brands Collective-affiliated gyms, which touted that athlete safety was a priority, when, in fact, neither entity had uniform methods by which to ensure athlete safety.
- l. Materials associated with Defendant Varsity Brand Collective University, a gym and coaching conference;
- m. Such additional statements, messages, and/or materials as may be revealed during discovery in this matter.

407. Plaintiffs had a property interest in Plaintiff’s Jane Doe membership dues paid as set forth above and in the continued ability to cheer competitively, which all Defendants had repeatedly enticed her to do in order to obtain social media fame which she could monetize, obtain scholarships to cheer and/or stunt at the college level, to become a cheer coach herself and obtain the “legend status” her coaches boasted of, to become a gym owner, or to become an event promoter.

408. Plaintiff Jane Doe was falsely imprisoned by her abusers, who threatened her if she would not continue allowing the abuse or reported it that her abusers would tell her parents, her teammates, and others in the cheer community what she had done.

409. The actions of the Enterprise and its conspirators were the direct and proximate cause of these injuries to the Plaintiffs.

410. But for the fraudulent assurances to parents that the gyms and coaches were certified safe, the abuse would not have occurred causing the injuries described above.

411. Plaintiffs are entitled to damages pursuant to the laws of State of Georgia, including but not limited to the following:

- a. Compensatory, actual, and consequential damages, or, in the alternative, liquidated damages in the amount of \$100,000,000.00;
- b. Reasonable attorneys' fees and costs;
- c. Punitive damages; and
- d. Any and all other and further relief as this Court may deem appropriate including pre and post judgment interest.

FOURTEENTH CAUSE OF ACTION: BREACH OF CONTRACT

412. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

413. At all times relevant to this complaint, Plaintiffs had duly executed contracts with all the named Defendant Varsity Brands Collective and Defendant USASF where, in exchange for valuable consideration from Plaintiffs, Defendants agreed to provide a competitive environment that was safe, secure, and free from harm, specifically physical and sexual abuse.

414. As set forth herein, during the course of these contractual agreements, Plaintiff Jane Doe was subjected to severe and oppressive abuse, rape, sexual abuse, physically and mentally, including during competitions hosted by Defendant Varsity Brands Collective under the governance of Defendant USASF.

415. During the term of these agreements, Defendant Varsity Brands Collective and Defendant USASF failed to provide Plaintiff Jane Doe with a safe and secure environment, including by failing to enforce the policies, procedures, and standards expressly adopted by Defendant USASF.

416. These failures on the parts of Defendant Varsity Brands Collective and Defendant USASF constitute violations of the fundamental and material terms of the agreements between Plaintiffs, and Defendant Varsity Brands Collective and Defendant USASF.

417. Defendant Varsity Brands Collective's and Defendant USASF's failures were so egregious and unconscionable as to render the agreements null and void.

418. As such, Plaintiff seeks an order from this court finding that Defendants' conduct constitutes a breach of the contractual arrangement between Defendants' and Plaintiffs' rescinding said contracts, and remitting the valuable consideration Plaintiffs paid to Defendants during the relevant timeframe, as well as for all such attorney's fees, costs, and interest to which Plaintiffs may be entitled.

419. Plaintiffs are entitled to damages pursuant to the laws of State of Georgia, including but not limited to the following:

- a. Compensatory, actual, and consequential damages, or, in the alternative, liquidated damages in the amount of \$100,000,000.00;
- b. Reasonable attorneys' fees and costs;
- c. Punitive damages; and
- d. Any and all other and further relief as this Court may deem appropriate including pre and post judgment interest.

FIFTEENTH CAUSE OF ACTION: UNJUST ENRICHMENT

420. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

421. As set forth herein, the cheer industry represents a multi-billion-dollar enterprise where each young athlete spends tens of thousands of dollars during the length of his or her student-athlete career toward gym memberships, private lessons, uniforms, accessories, competition fees, and membership with Defendant USASF.

422. At all times relevant to this complaint, Plaintiffs conferred non-gratuitous benefits upon all herein named Defendants including annual competition and membership fees, as well as continuous revenue toward uniforms, accessories, private training, and other monetary benefits.

423. Defendants realized the value of these benefits, including steady annual revenue per athlete.

424. To date, none of the benefits Defendants realized have been returned or otherwise disgorged.

425. Under the circumstances set forth herein and above, it would be inequitable for Defendants to retain the benefits conferred by Plaintiff including through Plaintiff's annual membership fees and competition fees.

426. Plaintiffs are therefore entitled as a matter of equity to recover these benefits from Defendants and for all such additional relief as this Court deems proper.

SIXTEENTH CAUSE OF ACTION: FRAUD

427. Plaintiffs reallege the preceding paragraphs as though repeated verbatim.

428. At all times relevant to this complaint, Plaintiffs were a party to numerous annual contracts whereby Plaintiffs agreed to pay Defendants annual and recurring fees in exchange for a safe competitive environment and training facility.

429. As part of these agreements, Defendants represented to Plaintiffs that Defendants would be responsible for ensuring a safe environment for Plaintiff Jane Doe including an environment free from sexual, physical, and mental harm and exploitation.

430. Defendants' promises were material to Plaintiffs' agreements, without which no agreements would have existed.

431. Plaintiffs had a right to rely upon Defendants' promises.

432. As set forth herein, even at the time they entered into the agreements with Plaintiffs, Defendants knew or had a reckless disregard for whether the environment they provided at competitions was safe and free from harm and sexual, physical and mental abuse.

433. In fact, at all times relevant to this complaint, Defendants knew that the environment they provided actually facilitated access to underage athletes by predators, including coaches,

choreographers, and other adults. Yet, with knowledge or a reckless disregard for whether Defendants were providing safe environments for child athletes, Defendants nevertheless entered into the agreements and began collecting fees from Plaintiffs.

434. Upon information and belief, Defendants' misrepresentations included, without limitation:

- a. Certifying to Plaintiff Jane Doe that Defendants were responsible for providing safe competitive environments;
- b. Certifying to Plaintiff Jane Doe and her family that the adults involved in the competitions, including coaches who were allowed to participate in competitions, had been duly vetted;
- c. Allowing coaches to continue participating and accessing child-athletes even after Defendants knew the coaches had exhibited disturbing behavior, such as providing alcohol and drugs to minors;
- d. Facilitating an unchaperoned environment for child-athletes;
- e. Fostering a party culture for child athletes, including an environment where alcohol and drugs were readily available;
- f. Encouraging coaches to create a steady stream of new child athletes for the time that the current athletes aged out;
- g. Failing to provide appropriate security to ensure a safe environment for child athletes free from harm;
- h. Failing to enforce, implement, or abide by policies and procedures related to vetting, security, and screening;
- i. Such additional conduct as may be revealed during discovery and the trial of this case.

435. As a direct and proximate result of Defendants' conduct, Plaintiffs have sustained and will continue to sustain significant injuries and damages.

436. Plaintiffs now seek an order from this court setting aside the referenced agreements and declaring them null and void, as well as for damages in an amount to compensate Plaintiffs for the physical, psychological and emotional harm caused by Defendants' conduct, as well as punitive damages, and such additional damages in law or equity as this court deems proper.

#### SEVENTEENTH CAUSE OF ACTION: NEGLIGENT SECURITY

437. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

438. At all times relevant to this complaint, Defendant Varsity Brands Collective, Defendant USASF, Defendant USA Cheer, Defendant Bain Capital, Defendant Cheer & Dance Atlanta,

Defendant Atlanta Jayhawks Grayson, and Defendant Star Athletics Atlanta created, hosted, and oversaw private all-star gyms, camps, and competitions where young adult athletes would converge at predetermined locations, established and governed by Defendants, and under the supervision of Defendants.

439. At all times relevant to this complaint, if athletes competed at the private all-star gyms, camps and competitions hosted by all herein named Defendants, the athletes had no meaningful choice but to attend at the locations, and under conditions established by Defendants.

440. Defendant Varsity Brands Collective, Defendant USASF, Defendant USA Cheer, Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendants Bain and Capital received substantial revenue from these events.

441. As part of their promotion of these events, Defendant Varsity Brands Collective, Defendant USASF, Defendant USA Cheer, Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendants Bain undertook a responsibility to ensure that the locations and events were safe for attendees, minor athletes who were likely to encounter adult coaches, choreographers, videographers, and attendees.

442. Defendant Varsity Brands Collective, Defendant USASF, Defendant USA Cheer, Defendant Cheer & Dance Atlanta, Defendant Atlanta Jayhawks Grayson, Defendant Star Athletics Atlanta, and Defendant Bain violated their responsibility to provide safe premises free from harm from third parties in one or more of the following particulars:

- j. Disparate enforcement of policies, procedures, and guidelines related to coaching suspension, with the result that coaches such as Defendant Moore were still allowed to attend Varsity Competitions and represent Defendant Varsity Brands Collective-affiliated private all-star gyms;
- k. Failure to provide adequate monitoring;

- l. Failure to provide sufficient background checks, with the result that hundreds of potential threats were allowed to gain access to underage athletes;
- m. Failing to monitor, enforce, or otherwise implement policies and procedures to ensure that minor athletes were not exposed to drugs and alcohol at all-star gyms, and while attending Defendant Varsity Brands Collective events;
- n. Failing to monitor, enforce, or otherwise implement policies and procedures to ensure that minor athletes were not exposed to pornographic images, or were not solicited to provide pornographic images while competing on behalf of Defendant Varsity Brands Collective affiliated gyms, and attending Defendant Varsity Brands Collective events;
- o. Failing to ensure that adult coaches were not forcing themselves upon minor athletes at hotels hand selected by these Defendants for the Defendant Varsity Brands Collective events;
- p. Failing to ensure that underage athletes were not being forced into non-consensual sexual encounters with adults affiliated with Defendants;

443. Such additional conduct as may be revealed during discovery. As a direct and proximate result of Defendants' conduct, Plaintiffs have sustained and will continue to sustain significant injuries and damages.

444. Plaintiffs now seeks an order from this court setting aside the agreements and declaring them null and void, as well as for damages in an amount to compensate Plaintiffs for the physical, psychological and emotional harm caused by Defendants' conduct, as well as punitive damages, and such additional damages in law or equity as this court deems proper.

#### EIGHTEENTH CAUSE OF ACTION : CIVIL CONSPIRACY

445. Plaintiffs reallege the preceding paragraphs as though repeated verbatim herein.

446. At all times relevant to this complaint, Defendants were a collective group of individuals working in concert and individually toward a common plan.

447. As described more fully herein, Defendants, acting as a collective group and individually, and at all times relevant to this complaint, were engaged in the process of recklessly, intentionally, and willfully endangering the Plaintiff Jane Doe, a minor athlete, by exposing her

to illegal substance abuse, sexual abuse and exploitation while assuring her and her family that Defendants were providing safe conditions and premises for the athletes to compete.

448. As described more fully herein, Defendants' conduct included misleading and fraudulent messaging to children and their families which Defendants knew or should have known would endanger children who were not in a position to discover the danger since Defendants were concealing the danger and failing to report it, acting in reckless indifference to the safety of the children in the name of growing profits.

449. At all times relevant to this complaint, Defendants were motivated by the substantial revenue, profits, and funding paid by the athletes and their families in exchange for the fraudulent messages and misrepresentations made by Defendants.

450. In 2018, Defendants Bain Capital funded this scheme, providing additional capital for Defendants to perpetuate their misrepresentations. Defendants acted in concert to perpetuate this scheme.

451. In addition, Defendants knew or should have known that the funding, materials, and premises provided by Defendants were material to the abuses and harm suffered by the minor athletes, as well as the continued perpetuation of revenue from these athletes.

452. Defendants knew or should have known that inappropriate contact was occurring between coaches, choreographers, videographers, and other adults and minor athletes based on the one-on-one coaching being marketed and the travel of children across state lines with their coaches who stayed in hotel rooms with them and had been rumored, and even captured on camera, engaging in illegal and inappropriate acts with the minors.

453. Defendants owed a duty to the minors affiliated with Defendants, including Plaintiff Jane Doe, and their families, to disclose reports of inappropriate behavior and sexual relationships with children and to report crimes alleged against them.

454. Defendants collectively allowed, endorsed, and financially supported the continuation of these acts against minor athletes.

455. Defendants engaged in a scheme to defraud these athletes and their families out of money and property with their artifice and deceit regarding the safety of their programs.

456. But for the fraudulent assurances to their parents that the gyms and coaches were certified safe, the abuse would not have occurred, and Plaintiff would not have suffered continued economic harm derived from paying substantial dues and fees predicated in large part on promises of a safe environment for the minor athletes.

457. As a direct and proximate result of Defendants' conduct, Plaintiffs are entitled to damages including but not limited to the following:

- q. Compensatory, actual, and consequential damages, in accordance with the statute;
- r. Punitive damages; and
- s. Any and all other and further relief as this Court may deem appropriate including pre- and post-judgment interest.

THEREFORE, Plaintiff prays for a jury trial and for judgment against Defendants as follows:

1. For past, present and future non-economic damages in an amount no less than One Hundred Million and 00/100 Dollars (\$100,000,000.00);
2. For past, present and future special damages, including but not limited to past, present and future economic damages and others, in an in an amount no less than One Hundred Million and 00/100 Dollars (\$100,000,000.00);

3. Any appropriate statutory damages;
4. For costs of suit;
6. Punitive damages;
7. For interest based on damages, as well as pre-judgment and post-judgment interest as allowed by law;
8. For attorney's fees as otherwise allowable by law;
9. For declaratory and injunctive relief, including but not limited to court supervision of all herein named Defendants; and
10. For such other and further relief as the Court may deem proper.

**SAULS LAW GROUP, LLC**

/S/ ULICE SAULS III

ULICE "TREY" SAULS, III

Georgia Bar No. 100137

3945 Holcomb Bridge Road , Suite 203

Peachtree Corners, GA 30092

(770) 558-6471

[tsauls@saulslawgroup.com](mailto:tsauls@saulslawgroup.com)

**FLOWERS & GASKIN, P.C.**

/S/ JOHNATHAN C. GASKINS

Johnathan C. Gaskins

Georgia Bar No. 143084

209 East Court Street

Hinesville, GA 31313

(912) 876-8181

[jcgaskin12@yahoo.com](mailto:jcgaskin12@yahoo.com)

/S/ RYAN M. JAMES, ESQ.

Ryan M. James, Esq.

**Pending Pro Hac Vice Admission**

South Carolina Bar No.: 101763

802 Augusta St.

PO Box 2995 (29602)

Greenville, SC 29605

(864) 335-9888

[rjames@rj-law.net](mailto:rjames@rj-law.net)

VERIFICATION

IN PERSON before the undersigned officer authorized by law to administer oaths appeared [REDACTED] (John Doe) after being first duly sworn according to law, on oath deposes and states that the facts alleged within the foregoing Pleading are true to the best of my knowledge and belief.

/S/ JOHN DOE

(John Doe)

Sworn to and subscribed  
before me this 21 day  
of July, 2025.

*Stephanie Ann Penn*  
NOTARY PUBLIC



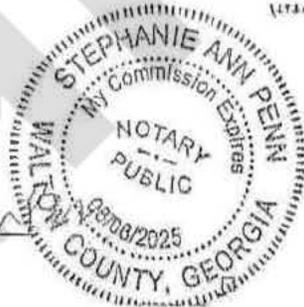
IN PERSON before the undersigned officer authorized by law to administer oaths appeared [REDACTED] (Mary Doe) after being first duly sworn according to law, on oath deposes and states that the facts alleged within the foregoing Pleading are true to the best of my knowledge and belief.

/S/ MARY DOE

(Mary Doe)

Sworn to and subscribed  
before me this 21 day  
of July, 2025.

*Stephanie Ann Penn*  
NOTARY PUBLIC



# SAULS LAW GROUP, LLC.

Attorneys at Law  
[www.saulslawgroup.com](http://www.saulslawgroup.com)

Ulice (Trey) Sauls III, Esq.  
Johnathan C. Gaskin, Esq. (Of Counsel)

3945 Holcomb Bridge Road, Suite 203  
Peachtree Corners, GA 30092  
Phone (770) 558-6471

August 26, 2024

**VIA US CERTIFIED MAIL 7018229000003150268  
and VIA EMAIL:**

**Members of the Walton County School Board:**

Tom Gibson, Chair, [tom.gibson@walton.k12.ga.us](mailto:tom.gibson@walton.k12.ga.us)  
David Breedlove, Vice Chair, [david.breedlove@walton.k12.ga.us](mailto:david.breedlove@walton.k12.ga.us)  
Angenette Brooks, [angenette.brooks@walton.k12.ga.us](mailto:angenette.brooks@walton.k12.ga.us)  
Karen Brown, [karen.brown@walton.k12.ga.us](mailto:karen.brown@walton.k12.ga.us)  
Chris Kimbro, [chris.kimbrow@walton.k12.ga.us](mailto:chris.kimbrow@walton.k12.ga.us)  
Coleman Landers, [clanders@walton.k12.ga.us](mailto:clanders@walton.k12.ga.us)  
John Jessup, [john.s.jessup@walton.k12.ga.us](mailto:john.s.jessup@walton.k12.ga.us)  
c/o Walton County School Board  
200 Double Springs Church Road  
Monroe, GA 30656

**VIA US CERTIFIED MAIL 70182290000031500251  
and VIA EMAIL:**

**Walton County Superintendent of Schools:**

Chip Underwood, Superintendent, [george.underwood@walton.k12.ga.us](mailto:george.underwood@walton.k12.ga.us)  
Walton County School District  
200 Double Springs Church Road  
Monroe, GA 30656

**VIA CERTIFIED MAIL 70182290000031500244  
and VIA EMAIL:**

**Members of the Walton County Board of Commissioners:**

David Thompson, Chairman  
Bo Warren, [bo.warren@co.walton.ga.us](mailto:bo.warren@co.walton.ga.us)  
Mark Banks, [markbanks5689@yahoo.com](mailto:markbanks5689@yahoo.com)  
Timmy Shelnett, [timmy@andersongrading.com](mailto:timmy@andersongrading.com)  
Lee Bradford, [bradford4walton@gmail.com](mailto:bradford4walton@gmail.com)  
Jeremy Adams, [dradams@co.walton.ga.us](mailto:dradams@co.walton.ga.us)  
Kirklyn Dixon, [kirklyn.dixon@co.walton.ga.us](mailto:kirklyn.dixon@co.walton.ga.us)  
c/o Office of the Board of Commissioners, Walton County Georgia

Ante Litem Notice  
Page 1 of 6



303 South Hammond Drive  
Monroe, GA 30655-2907

**VIA US CERTIFIED MAIL 70182290000031500237**

**and VIA EMAIL:**

**Walton County Manager:**

**John A. Ward, john.ward@co.walton.ga.us**

303 South Hammond Drive

Monroe, GA 30655-2907

**VIA US CERTIFIED MAIL 70182290000031500220**

**and VIA EMAIL:**

**Walnut Grove High School:**

**Lindsey Allen, Principal, lindsey.allen@walton.k12.ga.us**

4863 Guthrie Cemetery Road

Loganville, GA 30052

**From: Ulice Sauls, III, Sauls Law Group, LLC**

**Ryan M. James, RJ Law, LLC**

**Re: Parents:**

**Minor Child:**

**Date of Incident:** 2023-2024 School Year

**Place of Incidents:** Walnut Grove High School

4863 Guthrie Cemetery Rd, Loganville, GA 30052

### **ANTE LITEM NOTICE**

Dear Sirs and Madams,

Our firm has been retained to represent [REDACTED], and [REDACTED] with respect to the inappropriate communication, grooming behavior, molestation, abuse, assault, battery, failure to report, failure to follow policy/guidelines, and any and all other negligent and/or intentional actions suffered by the minor child, [REDACTED], at Walnut Grove High School in the Walton County School District. This abuse ultimately resulted in traumatic physical, mental, and emotional harm to this minor child. Please direct all future communications and correspondence to our attention.

This **Ante Litem Notice** is prepared pursuant to O.C.G.A. §§ 36-11-1 and 50-21-26, and the purpose of this letter is to provide the Walton County School District, the Walton County School Board of Education, and the Walton County Board of Commissioners with all required notices pertaining to the claims of our clients arising out of the injuries and damages they sustained.

Pursuant to O.C.G.A. §§ 36-11-1 and 50-21-26, we provide notice of the claim against Walton County as follows:

- A. **County Government Entity Involved in the Claim:** Walton County Government by and through the Walton County School District, the Walton County School Board of Education, and the Walton County Board of Commissioners
- B. **Date and Time of Incident:** Incidents that occurred during the 2023 school year.
- C. **Place of Incident:** Walnut Grove High School
- D. **Injury and Loss Suffered:** Claimants' daughter, [REDACTED] was a student enrolled in Walton County Schools, as a high school student at Walnut Grove High School. During her attendance at Walnut Grove High School, [REDACTED] was a member of the Walnut Grove Cheer Team. During the same time as her attendance at Walnut Grove High School and participation in the Cheer Team, the Walton County School System employed Charles Archibald Moore, III under the direct supervision of their employee, Rebecca Brown, and under the authority of the Walton County School District, the Walton County School Board of Education, and the Walton County Board of Commissioners. The Walnut Grove High School, the Walton County School System employed and maintained Charles Archibald Moore, III, as an employee under the direct supervision of their employee, Rebecca Brown, and under the authority of the Walton County School District, the Walton County School

Board of Education, and the Walton County Board of Commissioners after receiving numerous notices of grooming behavior possibly as early as 2019. Employees of The Walnut Grove High School and the Walton County School System failed to comply with mandatory reporting requirements. Employees of The Walnut Grove High School and the Walton County School System failed to following school, district, and county policies. While in his position of authority and trust, Charles Archibald Moore, III under the direct supervision of their employee, Rebecca Brown, and under the authority of the Walton County School District, the Walton County School Board of Education, and the Walton County Board of Commissioners inappropriately communicated with students through SnapChat. In the Fall of 2022, an anonymous report was made to a school resource officer regarding the inappropriate and possible criminal behavior of Mr. Moore. This anonymous report about Mr. Moore's behavior was provided to Walnut Grove High School personnel Rebecca Brown and Walnut Grove Cheer Booster Board. Despite knowing of the potential danger, Walnut Grove High School personnel Rebecca Brown allowed continued contact between Mr. Moore and [REDACTED] to continue. While in his position of authority and trust and during Mr. Moore's many interactions with [REDACTED], Mr. Moore engaged in grooming behaviors, both subtle and obvious, which lead directly to Mr. Moore having genital to genital and oral to genital sexual intercourse with [REDACTED], photographing [REDACTED] during the various sex acts, and other sexually explicit conduct between Mr. Moore and [REDACTED]. As a result of Mr. Moore's grooming of [REDACTED], she was forced to consume alcohol and use illegal drugs. Mr. Moore threatened [REDACTED] at gun point. The details of Mr. Moore's abuse of [REDACTED] have been evolving because [REDACTED] is fearful of the threats of retaliation against [REDACTED] and her family. [REDACTED] eventually opened up to her mother about the abuse in October of 2023.

Additionally, following Mr. Moore's termination of employment and subsequent investigations and arrests, [REDACTED] suffered intentional backlash from the Walton County School personnel. During a banquet on March 15, 2024, Junior Varsity Cheer Coach Aimee Sparks told [REDACTED] that "it may be best for [REDACTED] not to try out for cheerleading under the circumstances". Regardless, having been a cheerleader the previous year, [REDACTED] tried out for the cheer squad. The judges for the try outs consisted of personnel from Walnut Grove High School Cheer, to include Coach Rebecca Brown and Coach Aimee Sparks, as well as individuals from Star Athletics, another entity having employed Mr. Moore. On Friday, March 29, 2024, [REDACTED] received a telephone call from the Walnut Grove Athletic Director, Zach Black, letting him know that [REDACTED] would not be making the squad.

Mr. and Mrs. [REDACTED] enrolled [REDACTED] in Walton County Schools trusting, fully, that the School District's personnel would protect [REDACTED] from any harmful behavior, especially that perpetrated by persons in authority. Unfortunately, the [REDACTED]'s trust was misplaced. Mr. and Mrs. [REDACTED] reported Mr. Moore to the proper authorities as they learned of any possible misconduct, which unfortunately was months and months after Mr. Moore started abusing [REDACTED]. Not only was Mr. Moore's immediate supervisor, Rebecca Brown, slow to react to such disturbing conduct, the Walton County School system was slow to terminate Mr. Moore. Mr. Moore's contact was physically and emotionally abusive and criminal in nature. [REDACTED] and the [REDACTED] certainly did not expect [REDACTED] to endure the backlash of making report of abuse at the hands of employees of Walton County School District, the Walton County School Board of Education, and the Walton County Board of Commissioners.

The teachers, administrators, and board members of the Walton County School District failed [REDACTED] and her parents. [REDACTED] will live with the destruction of her innocence for the rest of her life and the [REDACTED] will live with their misplaced guilt in placing their trust in Walton County.

E. **Amount of the Loss Claimed:** Full recovery allowed pursuant to Georgia and Federal law, including, but not limited to, damages for past pain and suffering, past and future medical expenses, loss of enjoyment of life, and intentional infliction of emotional distress in the amount of \$10,000,000.

F. **The Acts or Omissions (i.e., Negligence) Which Caused the Loss:** Walton County's negligence included negligent retention of Mr. Moore after having been put on notice of the abuse of his student, namely [REDACTED]. Walton County's negligence included negligent retention of Ms. Brown after having been put on notice of the abuse that she knew and ignored the abuse Mr. Moore was perpetrating on a Walnut Grove High School Student, namely [REDACTED]. At the time of the reporting of the abuse of [REDACTED] by personnel in positions of authority, Walton County failed to notice or act on the report by Mr. and Mrs. [REDACTED]. This report should have put the County on notice that [REDACTED] was vulnerable to further abuse at the hands of Mr. Moore and posed a substantial physical and emotional threat to [REDACTED]. Following the reporting of the abuse of [REDACTED] to Walton County, personnel in positions of authority acted in a prejudicial manner towards [REDACTED] as a direct result of her making such report which resulted in physical, mental and emotional harm.

Claimants seek to recover from Walton County any and all damages allowed under Georgia and Federal law including, but not limited to, damages for past and future pain and suffering, past and future medical expenses, loss of enjoyment of life, intentional infliction of physical and

emotional distress and for any other economic and non-economic losses suffered as a result of the physical and emotional abuse of [REDACTED]. This listing of the items of damages to which our clients contend they are entitled shall in no way limit or restrict their right to seek further and/or different damages in any lawsuit filed with respect to this matter.

As a direct and proximate result of the aforesaid negligent acts and omissions by Walton County, and because of the senseless ignoring of the outcry of abuse of [REDACTED], the outrageous circumstances allowing Mr. Moore to continue to interact with [REDACTED] after the report of abuse, and the outright prejudice shown to [REDACTED] following her reporting of said abuse to her detriment, we hereby demand \$10,000,000 in settlement of our clients' claims.

This settlement demand will remain open for a period of thirty (30) days from the date of this letter.

In the event the County believes that this notice is insufficient in any manner and/or additional information is needed to properly adjust the claims asserted by my clients, please feel free to contact me immediately.

Respectfully Submitted by,

SAULS LAW GROUP, LLC



Ulice Sauls III, Esq.  
Attorney

RJ LAW, LLC

  
Ryan M. James, Esq.

Attorney

US:sjm

CC: Andrea Jolliffe, Esq.

(via Certified Mail and email: andrea.jolliffe@walton.k12.ga.us)

Charles H. Ferguson, III, Esq.

(via Certified Mail and email: cferguson@atkinsonferguson.com)

Clients (via email only)

FIT'S/VAL'S

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:  
Alton County Board of Commissioners  
33 South Hammond Dr.  
Monroe, GA 30655-2907



Article Number (Transfer from service label)  
7018 2290 0000 3150 0244

Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
 Agent  
 Addressee  
X *Kush Greene*  
B. Received by (Printed Name)  
*Kush Greene*  
C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery (over \$500)  
 Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Signature Confirmation®  
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

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Print your name and address on the reverse so that we can return the card to you.  
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1. Article Addressed to:  
Lindsey Allen, Principal Walnut Grove High School  
4863 Guthrie Cemetery Rd.  
Logansville GA 30052



2. Article Number (Transfer from service label)  
7018 2290 0000 3150 0220

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
 Agent  
 Addressee  
X  
B. Received by (Printed Name)  
C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery (over \$500)  
 Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Signature Confirmation®  
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:  
Alton County School Board Members  
00 Double Springs Church Rd.  
Monroe, GA 30656



Article Number (Transfer from service label)  
7018 2290 0000 3150 0268

Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
 Agent  
 Addressee  
X *Kush Greene*  
B. Received by (Printed Name)  
*Kush Greene*  
C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery (over \$500)  
 Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Signature Confirmation®  
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Walton County Superintendent of Schools  
200 Double Springs Church Road  
Monroe, GA 30656



2. Article Number (Transfer from service label)  
7018 2290 0000 3150 0251

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
 Agent  
 Addressee  
X *Kush Greene*  
B. Received by (Printed Name)  
*Kush Greene*  
C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery (over \$500)  
 Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Signature Confirmation®  
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

Tracking Number:

## 70182290000031500237

Remove X

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

#### Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Out for Delivery

Preparing for Delivery

#### Moving Through Network

In Transit to Next Facility

August 31, 2024

Arrived at USPS Regional Facility

ATLANTA GA DISTRIBUTION CENTER

August 27, 2024, 10:41 am

See All Tracking History

Feedback

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



**USPS Tracking Plus®**



**Product Information**



**See Less** ^

Track Another Package

## Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)