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**FILED**  
**Superior Court Of California,**  
**Sacramento**  
**09/08/2011**  
**mpurcell**  
**By \_\_\_\_\_, Deputy**  
**Case Number:**  
**34-2011-00110418**

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SACRAMENTO**

Department  
Assignments  
Case Management 36  
Law and Motion 53  
Minors Compromise 24

14 JANE DOE 45 by and through her Guardian ad  
15 Litem STEPHANIE DOE,

16 Plaintiff,

17 v.

18 CREATIVE FRONTIERS SCHOOL, INC.,  
19 ROBERT ADAMS, and ROES 1 through 20,  
20 inclusive,

21 Defendants.

CASE NO.

COMPLAINT FOR DAMAGES

1. Negligence
2. Respondeat Superior
3. Sexual Battery
4. Negligent Retention / Supervision and Failure to Warn
5. Negligence Per Se
6. Fraud
7. Fraudulent Concealment / Intentional Non-Disclosure
8. Breach of Fiduciary Duty

22 **GENERAL ALLEGATIONS**

23 1. Plaintiff is using a fictitious name in this Complaint under rights to privacy granted  
24 by the Constitution of the State of California due to the sensitive nature of this case. If, for any  
25 reason, Defendants cannot accurately determine the identity of the Plaintiff, their attorney can  
26 contact Plaintiff at the address on the face sheet of the Complaint, and the name of the Plaintiff  
27 will be provided.

28 2. Plaintiff Jane Doe 45 is a minor who was a resident of the County of Sacramento,  
State of California, at all relevant times mentioned herein. Plaintiff is under 26 years of age and is  
filing this action pursuant to C. C. P. §340.1.

1           3.       STEPHANIE DOE is the mother of Plaintiff and has been appointed Guardian ad  
2 Litem for Plaintiff.

3           4.       Plaintiff is informed and believes and based thereon alleges that Defendant  
4 CREATIVE FRONTIERS SCHOOL, INC. (hereinafter, "FRONTIERS"), is a corporation, with  
5 its principal place of business in Citrus Heights, California. Plaintiff is informed and believes and  
6 thereon alleges that at all relevant times Defendant FRONTIERS operated an elementary school  
7 and daycare center, and FRONTIERS provided counseling and educational instruction to students.  
8 FRONTIERS was licensed by the Department of Social Services of the State of California to  
9 operate these facilities at 6446 Sylvan Road, Citrus Heights, California. FRONTIERS was  
10 initially licensed on July 2, 1982.

11           5.       Defendant ROBERT ADAMS, aka Mr. Bob (hereinafter, "ADAMS") is a natural  
12 person who at all relevant times was a resident of the County of Sacramento. ADAMS is believed  
13 to be a licensee of FRONTIERS and is employed as its Chief Executive Officer and Principal. At  
14 all times material hereto, Defendant ADAMS was under the direct supervision, employ and  
15 control of Defendant FRONTIERS.

16           6.       Plaintiff is ignorant of the true names and capacities of defendants sued herein as  
17 Defendant ROES 1 through 20 or of the factors linking them to causes of action stated herein and  
18 therefore sues such Defendants by such fictitious names. When the true names and capacities of  
19 said Defendants have been ascertained, Plaintiff will seek leave of court to amend this complaint  
20 to allege such true names and capacities. Plaintiff is informed and believes and based thereon  
21 alleges that each of the Defendants designated as a Roe are responsible in some manner for the  
22 events and happenings hereinafter referred to, thereby proximately causing injury and damage to  
23 the Plaintiff herein alleged.

24           7.       Plaintiff is informed and believes and thereon alleges that at all times herein  
25 mentioned, Defendants and each of them were the agents, servants, employees and/or joint  
26 venturers of their co-defendants and were, as such, acting within the scope, course, and authority  
27 of said agency of said agency employment and/or joint venture and that each and every defendant,  
28 as aforesaid, has ratified and approved of the acts of his or her agent.

1           8. Plaintiff was placed at FRONTIERS in Citrus Heights, California in or about  
2 September 2010. Plaintiff spent the entire 2010-2011 school year receiving educational  
3 instruction and counseling services at FRONTIERS.

4           9. Plaintiff experienced emotional upset and behavioral problems during the course of  
5 the 2010-2011 school year. As a consequence of Plaintiff's behavioral difficulties in the  
6 classroom, Defendant ADAMS approached Plaintiff's mother to explain that he would take time  
7 during the school day to help Plaintiff "refocus." Defendant ADAMS told Plaintiff's mother that  
8 he had "degrees in psychology" and therefore was qualified to counsel and assist Plaintiff.  
9 ADAMS specifically told Plaintiff's mother he could help Plaintiff communicate.

10          10. ADAMS did in fact remove Plaintiff from her classroom during the school day  
11 when notified that Plaintiff was having a problem in class. ADAMS took Plaintiff for walks to a  
12 creek on FRONTIERS campus and massaged Plaintiff after she was removed from her classroom  
13 by ADAMS. ADAMS advised Plaintiff's mother that Plaintiff was one of his "favorite special  
14 students."

15          11. The Department of Social Services, along with the City of Citrus Heights, shut  
16 down FRONTIERS preschool and elementary school on July 18, 2011. The Department of Social  
17 Services accused Defendant ADAMS of engaging in "a pattern of inappropriate physical and  
18 sexual contact with female children between 1997 and 2000." Such contact included touching  
19 children "under their shirts and down their pants." It was also alleged that Adams, "touched  
20 female children directly on their chests, nipples, and vaginal areas" and that he laid down with  
21 children on a mat in a secluded area of ADAMS' office.

22          12. At least one of the Defendants has its primary place of business in Sacramento  
23 County; therefore, venue is properly placed in Sacramento County.

24                                   **FIRST CAUSE OF ACTION**  
25                                   **(Negligence- ROBERT ADAMS)**

26          13. Plaintiff incorporates by reference all General Allegations as though fully set forth  
27 herein and with the same force and effect.

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1           14. During the course of the aforementioned education of Plaintiff at Defendant  
2 FRONTIERS, Defendant ADAMS served as a principal and school counselor, and agreed to do all  
3 things necessary and proper in connection therewith, thus establishing the relationship of educator-  
4 student and counselor-student between said Defendant and Plaintiff.

5           15. During the course of said professional relationship, Defendant engaged Plaintiff in  
6 a harmful relationship and rendered ineffective and substandard supervision and counseling. Such  
7 negligent supervision and counseling included, but was not limited to the following:

8           a. Failing to properly implement standard educational guidelines concerning  
9 principal-elementary school student relationship;

10           b. Giving Plaintiff massages in order to "soothe" her after being advised by Plaintiff's  
11 teacher that Plaintiff was disruptive in her classroom;

12           c. Holding himself out as having expertise in psychology and providing diagnostic  
13 impressions and advice to Plaintiff's mother so that he would have access to Plaintiff during the  
14 school day.

15           16. All the above allegations, which are not meant to be exhaustive, but only examples of  
16 Defendant ADAMS' inappropriate conduct, constitute actions and admissions below the standard  
17 of care in this community for elementary school principals and exist wholly and separately from  
18 the seductive and criminal conduct delineated in other parts of this Complaint. If Defendant  
19 ADAMS never acted in a criminal sexual manner toward Plaintiff and never performed the  
20 intentional misconduct hereinafter alleged, Defendant ADAMS still would have violated standard  
21 of care in his counseling of Plaintiff as alleged above, which was within the course and scope of  
22 his employment with Defendant FRONTIERS. Each and every one of the above acts occurred  
23 during the course of Plaintiff's school day and counseling while she was a student at  
24 FRONTIERS.

25           17. As a result of the conduct herein alleged, Plaintiff has been harmed as more fully  
26 set forth below.

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**SECOND CAUSE OF ACTION**  
**(Respondeat Superior- FRONTIERS)**

18. Plaintiff incorporates by reference all allegations of the First Cause of Action as though fully set forth herein and with the same force and effect.

19. While engaging in the above described negligent, substandard and careless conduct, Defendant ADAMS was within the course and scope of his employment with this named Defendant, and his conduct was not discretionary. Therefore, Defendant FRONTIERS is responsible for damages caused by said conduct under the principle of Respondeat Superior.

20. As a result of the conduct herein alleged, Plaintiff was harmed as set forth below.

**THIRD CAUSE OF ACTION**  
**(Sexual Battery -ROBERT ADAMS)**

21. Plaintiff incorporates herein by reference all allegations of the General Allegations as if fully set forth herein and with the same force and effect.

22. In or around October 2010, Defendant ADAMS engaged in illegal, harmful and offensive sexual contact upon the person of Plaintiff. Plaintiff did not and could not consent to said touching due to her status as a minor. Said conduct was undertaken when Defendant ADAMS was performing counseling services on behalf of Defendant FRONTIERS and while in the course and scope of employment with Defendant.

23. As a result of the above-described conduct, Plaintiff was caused harm as more fully set forth below.

**FOURTH CAUSE OF ACTION**  
**(Negligence Per Se – All Defendants)**

24. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation of the Third Cause of Action of the Complaint, as if said allegations were fully set forth herein and with the same force and effect.

25. Prior to Plaintiff’s molestation, Defendants has a reasonable suspicion of child sexual abuse by Defendant ADAMS. Notwithstanding such suspicion, Defendants never filed a child protective services report.

1 26. By engaging in the aforementioned negligent and unprofessional acts, Defendant  
2 violated various sections of the Penal Code, including but not limited to sections 11166, *et seq.*  
3 Defendants were mandated reporters pursuant to the Child Abuse Reporting Act. Further, said  
4 violations caused Plaintiff harm more fully set forth below. Moreover, Plaintiff was within the  
5 class of persons specifically designed to be protected by the aforementioned code sections, and her  
6 injuries resulted from an occurrence of the nature which the statute was designed to prevent.

7 27. As a result of the foregoing conduct of Defendants, Plaintiff was harmed as set  
8 forth below.

9 **FIFTH CAUSE OF ACTION**  
10 **(Negligent Retention/Supervision and Failure to Warn - FRONTIERS)**

11 28. Plaintiff incorporates herein by reference all allegations contained in the Third  
12 Cause of Action as if fully set forth herein and with the same force and effect.

13 29. Plaintiff is informed and believes and based thereon alleges, that Defendant  
14 FRONTIERS, by and through their agents, servants and employees, knew or reasonably should  
15 have known of Defendant ADAMS' dangerous and exploitive propensities and/or that Defendant  
16 ADAMS was an unfit agent, and despite such knowledge, Defendant negligently retained and/or  
17 failed to supervise Defendant ADAMS in the position of trust and authority as a principal and  
18 school counselor where he was able to commit the wrongful acts that violated civil law against  
19 Plaintiff. Defendant failed to provide reasonable supervision of Defendant ADAMS and failed to  
20 provide adequate warning to Plaintiff and her family of Defendant ADAMS' dangerous  
21 propensities and unfitness.

22 30. As a direct result of Defendant's negligence, Plaintiff was caused harm as more  
23 fully set forth below.

24 **SIXTH CAUSE OF ACTION**  
25 **(Fraud – All Defendants)**

26 31. Plaintiff incorporates herein by reference each and every General Allegation as if  
27 fully set forth herein and with the same force and effect.

28 32. Defendant FRONTIERS wanted its principal and administrators to be well

1 respected by students and parents. Defendant FRONTIERS also wanted parents and their children  
2 to have belief and trust in their principal. Defendant FRONTIERS wanted parents and their  
3 children to have a belief that their principal would never do anything to harm children and also a  
4 belief that the principal would always act in their best interests.

5 33. The trust relationship that exists between a principal and owner of an elementary  
6 school and his students is deeper and more inclusive than the trust relationship that exists between  
7 most secular superiors and his other subjects.

8 34. Defendant FRONTIERS' act of placing ADAMS in a role of principal and  
9 counselor where he had unsupervised access to children affirmatively represented to the minor  
10 children and their families that FRONTIERS did not know that ADAMS had a history of  
11 inappropriate behavioral with minor children and that FRONTIERS did not know that ADAMS  
12 was a danger to children. Such acts constitute representations of fact. Defendant FRONTIERS  
13 also knowingly misrepresented the education, training and credentials of Defendant ADAMS.

14 35. Plaintiff justifiably relied upon Defendant FRONTIERS' misrepresentations which  
15 caused her to have contact with ADAMS.

16 36. Defendant FRONTIERS knew that the misrepresentations were false or at least  
17 were reckless and without care of whether these representations were true or false.

18 37. Defendant FRONTIERS made the misrepresentations with the intent to deceive  
19 Plaintiff and her mother to induce them to act on the misrepresentations.

20 38. As a direct result of Defendants' fraud, Plaintiff was caused harm as more fully set  
21 forth below.

22 **SEVENTH CAUSE OF ACTION**  
23 **(Fraudulent Concealment / Intentional Non-Disclosure –FRONTIERS)**

24 39. Plaintiff incorporates herein by reference each and every allegation in the Sixth  
25 Cause of Action as if fully set forth herein and with the same force and effect.

26 40. Plaintiff reposed great trust and confidence in Defendant FRONTIERS. Defendant  
27 FRONTIERS accepted Plaintiff's trust and confidence. As a result of Defendant FRONTIERS'  
28 relationship to Plaintiff and her family, Defendant FRONTIERS owed a fiduciary duty to Plaintiff

1 that was breached by failing to disclose and actively concealing that ADAMS was a known danger  
2 to children.

3 41. Whether or not Defendant ADAMS was a known criminal sex offender and would  
4 have access to children through Defendant FRONTIERS were material facts to Plaintiff.

5 42. Defendant FRONTIERS concealed or intentionally failed to disclose information  
6 relating to Defendant FRONTIERS' knowledge of ADAMS' criminal propensities.

7 43. Defendant FRONTIERS knew it concealed or failed to disclose information  
8 relating to ADAMS' criminal propensities.

9 44. Plaintiff justifiably relied upon Defendant FRONTIERS for information relating to  
10 ADAMS' fitness to serve as principal and counselor at FRONTIERS with access to children.

11 45. As a direct result of Defendant FRONTIERS' fraudulent concealment, Plaintiff was  
12 caused harm as more fully set forth below.

13 **EIGHTH CAUSE OF ACTION**  
14 **(Breach of Fiduciary Duty – FRONTIERS)**

15 46. Plaintiff incorporates herein by reference all paragraphs of this Complaint as if  
16 fully set forth herein and with the same force and effect.

17 47. By holding Defendant ROBERT ADAMS out as a qualified principal and school  
18 counselor and by undertaking the supervision of Plaintiff, Defendants, and each of them, entered  
19 into a fiduciary relationship with the minor Plaintiff and her mother.

20 48. Defendants, and each of them, breached their fiduciary duty to Plaintiff by  
21 engaging in the wrongful conduct described herein.

22 49. As a direct result of Defendant's breach of their fiduciary duty, Plaintiff was caused  
23 harm as more fully set forth below.

24 **DAMAGES**

25 50. As a direct, legal, and proximate result of each and all of the Causes of Action  
26 herein above alleged, Plaintiff has been damaged as herein below set forth.

27 51. Plaintiff has suffered psychological and emotional injury and harm, all to Plaintiff's  
28 general damages in a sum to be proven. Plaintiff has further suffered an exacerbation of any



1 emotional difficulties which were pre-existing the harmful treatment she received from  
2 Defendants.

3 52. Plaintiff has suffered mental and emotional health problems as a result of which she  
4 has had to employ, and will in the future continue to have to employ, medical and mental health  
5 professionals for diagnosis and treatment and has incurred and will in the future continue to incur  
6 expenses therefore, in a sum as yet unascertained. Plaintiff will ask leave of court to amend this  
7 Complaint to state the exact amount of expenses when they are ascertained.

8 53. Plaintiff has suffered and will in the future continue to suffer a loss of earnings and  
9 of earning capacity, in a sum as yet unascertained. Plaintiff will ask leave of court to amend this  
10 Complaint to state the exact amount of expenses when they are ascertained.

11 54. In engaging in the conduct alleged in the Third, Sixth, Seventh and Eighth Causes of  
12 Action herein, Defendants were guilty of willfulness, malice, and oppression toward Plaintiff, or  
13 of reckless disregard for her rights and safety, justifying an award of punitive or exemplary  
14 damages. Plaintiff is not presently aware of the true net worth of Defendants and therefore cannot  
15 ascertain an amount which would properly punish by way of punitive damages, and asks leave of  
16 the Court to amend this Complaint to state the same when the true net worth of Defendants is  
17 ascertained.

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

20 (1) For damages for past and future medical and related expenses according to proof at  
21 the time of trial;

22 (2) For general damages for physical, mental pain and suffering, and emotional distress  
23 in a sum to be proven at the time of trial;

24 (3) For damages for past and future lost wages and loss of earning capacity according  
25 to proof at the time of trial;

26 (4) For punitive damages;

27 (5) For prejudgment interest pursuant to statute;

28 (6) For attorney's fees; and

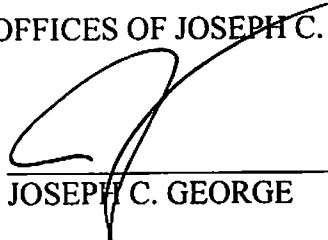
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(7) For such other and further relief as the court deems just and proper.

Dated: August 11, 2011

LAW OFFICES OF JOSEPH C. GEORGE, Ph.D.

By:

  
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JOSEPH C. GEORGE