

EXHIBIT 4

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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

MAUREEN GAUGHAN, bankruptcy
trustee, for and on behalf of the bankruptcy
estates of JOHN CD DOE, a single man,

Plaintiff,

v.

BIG BROTHERS BIG SISTERS OF
AMERICA, a District of Columbia, non-
profit corporation; BIG BROTHERS BIG
SISTERS OF CENTRAL ARIZONA; an
Arizona corporation; JOHN DOE 1-100;
JANE DOE 1-100; and BLACK & WHITE
CORPORATIONS 1-100,

Defendants.

Case No.: CV2020-014920

**SECOND AMENDED
COMPLAINT**

Plaintiff, for his Second Amended Complaint, states and alleges the following:

JURISDICTION

1. Maureen Gaughan was appointed by the United States Bankruptcy Court for the District of Arizona to serve as the trustee for the Bankruptcy Estate of John CD Doe. Maureen Gaughan, as trustee and the real party in interest, ratifies, joins and or substitutes into this cause of action as if it has been originally commenced by the Trustee and Real Party In Interest. Maureen Gaughan, as

1 trustee, brings this cause of action for and on behalf of the bankruptcy estate
2 of John CD Doe.

3 2. ~~Plaintiff~~, John CD Doe, is a resident of Maricopa County, Arizona. The acts,
4 events, and or omissions occurred in Maricopa County, Arizona. This cause
5 of action arises out of acts, events or omissions that occurred in Maricopa
6 County, Arizona.

7 3. Defendant Big Brothers Big Sisters of America (BBBS America) is a District
8 of Columbia corporation, authorized and doing business in Maricopa County,
9 Arizona. Defendant Big Brothers Big Sisters of America was incorporated on
10 September 2, 1958. Big Brothers Big Sisters of America's principle place of
11 business is located at 2502 N. Rocky Point Drive, Suite 550 located in Tampa,
12 Florida. Big Brothers Big Sisters of America is or was formerly known as Big
13 Brothers of America. Big Brothers Big Sisters of America is also the successor
14 in interest of Big Brothers of America.

15 4. Defendant Big Brothers Big Sisters of America was incorporated for the
16 purpose of:

- 17 a. providing children facing adversity with strong and enduring professional
- 18 relationships that change lives for the better, forever;
- 19 b. Aid in the formation of the new Big Sisters organizations throughout the
- 20 world;
- 21 c. Establish guidelines and act as liason for Big Sisters organizations
- 22 throughout the world;
- 23 d. Any other non-profit purposes provided in the by-laws.

24 5. Defendant Big Brothers Big Sisters of America, acting through employees,
25 representatives, affiliates, volunteers, members and agents of any kind caused
26 acts, events, or omissions to occur in Maricopa County, Arizona out of which
27 these claims arise.

28 6. Defendant Big Brothers Big Sisters of Central Arizona is an Arizona

1 corporation and has its principle place of business in Phoenix, Maricopa
2 County, Arizona. Defendant Big Brothers Big Sisters of Central Arizona is
3 also known as, formerly known as and or doing business as Valley Big
4 Brothers and or Valley Big Brothers Big Sisters. Defendant Big Brothers Big
5 Sisters of Central Arizona is also the successor in interest of Valley Big
6 Brothers and or Valley Big Brothers Big Sisters. Defendant Big Brothers Big
7 Sisters of Central Arizona is authorized and doing business in Maricopa
8 County, Arizona.

- 9 7. Defendant Big Brothers Big Sisters of Central Arizona was incorporated for
10 the following purpose:
- 11 a. To provide open and effective channels of communication among the
12 Member Agencies of the association;
 - 13 b. Building awareness about and advocating for issues effecting youth;
 - 14 c. Develop and implement statewide marketing efforts to promote the
15 mentoring programs of Member Agencies;
 - 16 d. Pursue Statewide funding efforts to assure the financial sustainability of all
17 Member Agencies;
 - 18 e. Create and support one-to-one mentoring relationships that ignite the
19 power and promise of youth.
- 20 8. Defendant Big Brothers Big Sisters of Central Arizona, acting through
21 employees, representatives, affiliates, volunteers, members and agents of any
22 kind caused acts, events, or omissions to occur in Maricopa County, Arizona
23 out of which these claims arise.
- 24 9. Defendants Big Brothers Big Sisters of America and or Big Brothers Big
25 Sisters of Central Arizona had a special relationship with the youth who joined
26 Defendants' programs, including John CD Doe.
- 27 10. Defendant Big Brother Big Sisters of America and or Big Brothers Big Sisters
28 of Central Arizona work involves one-on-one mentoring programs in which

- BBBSA / BBBS AZ match “Bigs” in a one-on-one relationship with “littles.”
11. Italo Arbulu is a resident of Monterey County, California. At all times alleged, Italo Arbulu was an agent, volunteer, representative, mentor, and or “Big”, acting within the course and scope of his employment, agency, actual or apparent authority with Defendants Big Brothers Big Sisters of America and or Big Brothers Big Sisters of Central Arizona. Arbulu used his position of trust and authority, given to him by and through his agency relationship with Defendants to sexually abuse Plaintiff.
 12. Italo Arbulu is a convicted sex offender having been convicted of sexually abusing five boys under the age of 14. Italo Arbulu is serving 180 years in prison.
 13. Defendants Big Brothers Big Sisters of America and or Big Brothers Big Sisters of Central Arizona working individually and in concert, assigned, placed, paired, partnered, introduced, and or matched Italo Arbulu with John CD Doe.
 14. At all times relevant to this Complaint, Italo Arbulu acting within the course and scope of his employment, agency, actual or apparent authority with Defendants Big Brothers Big Sisters of America and or Big Brothers Big Sisters of Central Arizona caused acts, events, and or omissions to occur in Maricopa County, Arizona out of which these claims arise.
 15. Defendants Big Brothers Big Sisters of America and or Big Brothers Big Sisters of Central Arizona authorized, approved, granted, and or authorized Italo Arbulu to serve in a position of trust and authority where Arbulu was granted access to John CD Doe and permitted to work with children like John CD Doe as an integral part of Defendants Big Brothers Big Sisters of America and or Big Brothers Big Sisters of Central Arizona work, purpose and or mission.
 16. John CD Doe relied on Defendants Big Brothers Big Sisters of America and or Big Brothers Big Sisters of Central Arizona to provide education, training, supervision, and that degree of care and skill required to ensure that the

1 volunteers, members, staff, Bigs, employees and agents of any kind were fit to
2 work with vulnerable youth like John CD Doe to help Defendants achieve their
3 work, purpose and or missions.

4 17. Plaintiff is informed and believes, and on that basis alleges, that at all times
5 mentioned herein, there existed a unity of interest and ownership among
6 Defendants and each of them, such that any individuality and separateness
7 between Defendants, and each of them, ceased to exist. Defendants, and each
8 of them, were the successors-in-interest and or alter egos of the other
9 Defendants, and each of them, in that they purchased, controlled, dominated
10 and operated each other without any separate identity, observation of
11 formalities, or other manner of division. At all times alleged, Defendants acted
12 in concert with their co-defendants and others to commit the wrongful acts. To
13 continue maintaining the façade of a separate and individual existence between
14 and among Defendants, and each of them, would serve to perpetuate a fraud
15 and an injustice.

16 18. Defendants JOHN DOE 1-100, JANE DOE 1-100, and BLACK AND WHITE
17 CORPORATIONS 1-100, are fictitious names designating an individual or
18 individuals or legal entities not yet identified who have acted in concert with
19 the named Defendants either as principals, agents, co-participants, or co-
20 conspirators whose true names Plaintiff may insert when identified.

21 19. Plaintiff is informed and believes, and on that basis alleges, that at all times
22 alleged herein, Defendants and each of them and JOHN DOES 1-100, JANE
23 DOES 1-100, and BLACK and WHITE CORPORATIONS 1-100, inclusive,
24 were the agents, representatives and or employees of each and every other
25 Defendant. In doing the things hereinafter alleged, Defendants, and each of
26 them, JOHN DOES 1-100, JANE DOES 1-100, and BLACK and WHITE
27 CORPORATIONS 1-100, inclusive, were acting within the course and scope
28 of said alternative personality, capacity, indemnity, agency, representation and

or employment and were within their actual or apparent authority.

GENERAL ALLEGATIONS

20. Plaintiff incorporates all other paragraphs as if fully set forth herein.

21. On or before 1977, Defendant Big Brothers Big Sisters of America fka Big Brothers of America created a National Clearing House for Information on Sexual Child Abuse. Defendant Big Brothers Big Sisters of America's national clearing house required each agency and or affiliated organization to send a written report to Defendant Big Brothers Big Sisters of America's national headquarters to:

- a. Determine the incident level;
- b. Analyze the patterns of pedophilic behaviors;
- c. develop National Policy; and
- d. provide guidance on volunteer selection and predictability.

22. In approximately 1981, Defendant Big Brothers Big Sisters of America solicited, developed, and or approved an insurance program designed specifically for affiliated agencies and or organizations, including Defendant Big Brother Big Sisters of Central Arizona, to cover child sexual abuse in Defendants' programs.

23. In approximately 1982, Defendant Big Brothers Big Sisters of America published a report entitled "Child Sexual Abuse." Defendants relied on experts in the fields of mental health, psychology, medicine, and social work among others to assist Big Brothers Big Sisters of America and or Big Brothers Big Sisters of Central Arizona, executive directors, staff, parents, board members, volunteers and the community, in the detection, selection, supervision and investigation procedures of alleged abusers. The report recognized that Big Brothers Big Sisters of America and or Big Brothers Big Sisters of Central Arizona knew that the Big Brothers Big Sisters programs attracts child sexual abusers. Defendants acknowledged the Big Brother Big Sister programs

attracts sexual predators:

Generally, it is agreed that child molestation type offenses do not involve physical force for the commission of the offense. In fact the reverse is more often true. The offender usually entices through indoctrination the child into the sexual behavior through either persuasion or entrapment in which the child is caused to feel indebted or obligated. Since we deal with boys and girls who may have no adequate role model or parent figure in their lives, it is very characteristic to shower the child with new found approval, affection and attention with the new relationship. Money, gifts and new, exciting adventures for the child with this new friend all could be ways to pressure the child into approval for otherwise reluctant behavior. Clearly our clients are a 'high risk' for the potential abuser. The pedophilic applicant will generally try to encourage overnight visits, weekend stays at his home, or trips which involve travel very early in the relationship. The case worker should be attuned to this type of behavior and I generally recommend that staff approval be obtained before home visits and travel with the volunteer are approved.

Child Sexual Abuse, Big Brothers Big Sisters of America (1982).

24. An evaluation and report by the American Bar Association on child sexual abuse allegations within Defendants' programs revealed:
 - a. Between 1982 and 1991 there were 304 reports of child sexual abuse in Defendants' programs;
 - b. Big brothers are more likely to sexually abuse children;
 - c. Little brothers were more likely to be sexually abused by their Big Brothers;
 - d. Child sexual abuse was more likely to occur in the big brother's home or residence.
25. Defendant Big Brothers Big Sisters of America manages, trains, supervises, and or controls Defendant Big Brothers Big Sisters of Central Arizona through an affiliate agreement. Under the agreements, Defendant Big Brothers Big

1 Sisters of Central Arizona must comply with the standards set by Defendant
2 Big Brothers Big Sisters of America.

3 26. On or about September 16, 1981 Defendant Big Brothers Big Sisters of
4 America and Defendant Big Brothers Big Sisters of Central Arizona (fka
5 Valley Big Brothers) entered into a Full Membership Affiliation Agreement
6 (Membership Agreement).

7 27. The Membership Agreement states Defendant Big Brothers Big Sisters of
8 America “agrees to set “Standards” for the practice and operation of a Big
9 Brothers and/or Big Sisters Agency and to assess and review such “Standards”
10 at least once every five years.”

11 28. The Membership agreement states Defendant Big Brothers Big Sisters of
12 America “agrees To make available to the Member rules and regulations and
13 other standard materials required for the operation of a Full Member.”

14 29. The Membership agreement states Defendant Big Brother Big Sisters of
15 America “agrees To make available to the Member any other assistance which
16 may be required based on the experience and judgment of BB/BBSA, in the
17 operation of the Full Member and conforming to the requirements of the
18 BB/BBA “Standards” , rules and regulations.”

19 30. Defendant Big Brothers Big Sisters of America performs reviews and
20 evaluations of local affiliated agencies including Big Brothers Big Sisters of
21 Central Arizona.

22 31. Defendant Big Brothers Big Sisters of America has the power, authority, and
23 discretion to terminate an affiliate agency or organization, including Defendant
24 Big Brothers Big Sisters of Central Arizona, that does not comply with
25 BBBSA standards, policies, procedures, rules, regulations and or directives.

26 32. Defendant Big Brothers Big Sisters of America developed and implemented
27 standards, policies, procedures, rules, regulations, and or directives that
28 affiliated agencies or organizations were required to follow, that were designed

1 to prevent child sexual abuse with Defendants' mentoring programs.

2 33. Defendant Big Brothers Big Sisters of America developed and implemented
3 training program(s) for local agencies, organizations, and or full members
4 including Defendant Big Brothers Big Sisters of Central Arizona.

5 34. Defendant Big Brothers Big Sisters of America together with affiliated
6 agencies and or organizations, established standards for screening volunteers.

7 35. Neither Defendant Big Brothers Big Sisters of America nor Defendant Big
8 Brothers Big Sisters of Central Arizona disclosed and or warned participants
9 and their families that pedophiles would seek out Defendants' volunteer
10 programs. Defendants did not disclose and or warn participants and their
11 families of the known incidents of child sexual abuse and known patterns of
12 grooming and child sexual abuse even though Defendants' identified and
13 acknowledge the risk of child sexual abuse by volunteers in Defendants
14 internal documents and records.

15 36. John CD Doe was raised by a single mother. John CD Doe's mother enrolled
16 him in Defendants' one-on-one mentoring program.

17 37. On or about October 21, 1982, Italo Arbulu applied to Defendants mentoring
18 program to be a "Big." ~~Defendants approved Italo Arbulu's application~~
19 ~~allowing him to have a one on one relationship with participants in~~
20 ~~Defendants' program, including Plaintiff.~~

21 38. On or about November 1, 1982, Defendant Big Brothers Big Sisters of Central
22 Arizona administered psychological testing on Italo Arbulu, including the
23 Minnesota Multiphasic Personality Inventory (MMPI). See MMPI, Profile &
24 Case Summary for Italo Arbulu, 11/01/1982. (BBBSCA000035-000042).

25 39. The Profile and Case Summary of the MMPI for Italo Arbulu dated November
26 1, 1982 states "This young man has some serious problems. He has excessive
27 bodily concerns, he is demanding and complaining. He is confused and often
28 fantasizes. He is over-acting, unrealistic and may have severe emotional

1 problems. Based on the MMPI he is not able to be a BB at this time and could
2 profit from professional counseling.” (MMPI). See MMPI, Profile & Case
3 Summary for Italo Arbulu, 11/01/1982. (BBBSCA000035).

4 40. In June or July 1983, On January 28, 1983, Defendants Big Brothers Big
5 Sisters of America and or Big Brothers Big Sisters of Central Arizona matched
6 Italo Arbulu with Plaintiff John CD Doe.

7 41. “Two weeks after they were matched it was discovered that BB and LB had
8 slept in the same bed together.” (See Exhibit 1: BBBS of Central Arizona,
9 Termination Summary, 07/08/1983)(BBBSCA000060).

10 42. A Big Brother sleeping in the same bed with a Little Brother was against
11 Defendants’ policy. See BBBS of Central Arizona, Case Follow Up,
12 02/13/1983)(BBBSCA000084).

13 43. Italo Arbulu used his position of trust and authority, given to him by
14 Defendants, to develop a one-on-one relationship with Plaintiff that he used to
15 groom and sexually abuse John CD Doe.

16 44. Italo Arbulu had over-night visits with John CD Doe in violation of
17 Defendants’ standards, policies, procedures, directives and a reasonable
18 standard of care.

19 45. Plaintiff told an agent, employee, representative of Big Brothers Big Sisters of
20 America and or Big Brothers Big Sisters of Central Arizona that

21 a. Plaintiff did not want to be matched with Arbulu;

22 b. Plaintiff and Arbulu had different interests;

23 c. Plaintiff did not recommend Defendants match Arbulu with another child
24 because Arbulu touched Plaintiff’s penis.

25 46. In July 1983, when John CD Doe was nine years old, he reported to Phoenix
26 Police that after Defendants Big Brothers Big Sisters of America and or Big
27 Brothers Big Sisters of Central Arizona assigned Italo Arbulu to be his ‘Big
28 Brother’ Arbulu began touching his penis. Arbulu showered John CD Doe with

1 gifts, attention and his time. While John CD Doe's mother was in the hospital,
2 and on other occasions, Arbulu was allowed to spend the night with John CD
3 Doe. Arbulu used his position of trust and authority, given to him by
4 Defendants Big Brothers Big Sisters of America and or Big Brothers Big Sisters
5 of Central Arizona to sexually abuse John CD Doe. The acts of sexual abuse
6 included, but are not limited to, fondling, masturbation and or oral sexual
7 contact with John CD Doe's penis.

8 47. On or about July 8, 1983, Defendant Big Brother Big Sister of Central Arizona
9 wrote, "We have reason to believe BB was sexually inappropriate with LB."
10 See Exhibit 1: BBBS of Central Arizona, Termination Summary, terminated
11 07/08/1983)(BBBSCA000060).

12 48. On or about July 8, 1983, Defendant Big Brother Big Sister of Central Arizona
13 wrote, "Close BB's file and place him in "Red Flag" category. He should never
14 be reaccepted as a BB based on information from LB. DO NOT sent letter of
15 recommendation." (See Exhibit 1: BBBS of Central Arizona, Termination
16 Summary, terminated 07/08/1983)(BBBSCA000061).

17 49. When John CD Doe was under the age of fifteen years old, Italo Arbulu,
18 engaged in unpermitted sexual contact with John CD Doe, including, but not
19 limited to sexual contact and or oral sexual contact as defined by Arizona
20 Revised Statutes § 13-1401 and or § 13-1405.

21 50. John CD Doe's relationship to Defendants, as a vulnerable child and participant
22 in Defendants' activities and or programs, was one in which Plaintiff was
23 subject to the ongoing influence of Defendants.

24
25 **COUNT I**
26 **NEGLIGENCE**

27 51. Plaintiff incorporates all other paragraphs as if fully set forth herein.

28 52. Each Defendant owed John CD Doe a duty of reasonable care to protect the

1 Plaintiff from injury and or harm.

2 53. Each Defendant owed John CD Doe a duty of care because each Defendant had
3 a special relationship with Plaintiff.

4 54. Defendants also had a duty arising from the special relationship that existed
5 with John CD Doe, John CD Doe's parent, and other parents of young,
6 innocent, vulnerable children to properly train and supervise its agents and/or
7 employees. This special relationship arose because of the high degree of
8 vulnerability of the children entrusted to their care. As a result of this high
9 degree of vulnerability and risk of sexual abuse inherent in such a special
10 relationship, Defendants had a duty to establish measures of protection for
11 children.

12 55. Each Defendant owed John CD Doe a duty to protect John CD Doe from harm
13 because each Defendant also had a special relationship with Italo Arbulu.

14 56. Defendants owed John CD Doe a duty of reasonable care because they solicited
15 youth and parents for participation in their youth programs; encouraged youth
16 and parents to have the youth participate in their programs; undertook custody
17 of minor children, including John CD Doe; promoted their facilities and
18 programs as being safe for children; held their agents, including Italo Arbulu,
19 out as safe to work with children; encouraged parents and children to spend
20 time with their agents; and/or encouraged their agents, including Italo Arbulu,
21 to spend time with, interact with, and recruit children.

22 57. By holding Italo Arbulu out as safe to work with children, and by undertaking
23 the custody, supervision of, and/or care of the minor John CD Doe, each
24 Defendant entered into a fiduciary relationship with the minor Plaintiff. As a
25 result of John CD Doe being a minor, and by Defendants undertaking the care
26 and guidance of the then vulnerable minor John CD Doe, each Defendant held
27 a position of empowerment over Plaintiff.

28 58. By accepting custody of the minor John CD Doe, Defendants established an *in*

loco parentis relationship with Plaintiff and in so doing, owed John CD Doe a duty to protect John CD Doe from injury. Further, Defendants entered into a fiduciary relationship with John CD Doe by undertaking the custody, supervision of, and/or care of the minor John CD Doe. As a result of John CD Doe being a minor, and by Defendants undertaking the care and guidance of John CD Doe, Defendants also held a position of empowerment over John CD Doe. Further, Defendants, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. Defendants, through their employees, exploited this power over John CD Doe and, thereby, put the minor John CD Doe at risk for harm.

59. By establishing and/or operating the mentoring program and by accepting the minor John CD Doe as a participant in their programs, holding their facilities and programs out to be a safe environment for John CD Doe, accepting custody of the minor John CD Doe in loco parentis, and by establishing a fiduciary relationship with John CD Doe, Defendants entered into an express and/or implied duty to properly supervise John CD Doe and provide a reasonably safe environment for children, who participated in their programs. Defendants owed John CD Doe a duty to properly supervise John CD Doe to prevent harm from foreseeable dangers. Defendants had the duty to exercise the same degree of care over minors under their control as a reasonably prudent person would have exercised under similar circumstances.

60. By establishing and operating the mentoring program, and by accepting the enrollment and participation of the minor John CD Doe as a participant in the mentoring programs, Defendants owed John CD Doe a duty to properly supervise John CD Doe to prevent harm.

61. Defendants also breached their duty to John CD Doe by failing to warn John CD Doe and his family of the risk that Italo Arbulu posed and the risks of child sexual abuse in Defendants' program. Defendants also failed to warn them

- 1 about any of the knowledge that Defendants had about child sexual abuse.
- 2 62. Defendants breached their duties to John CD Doe by failing to use reasonable
- 3 care. Defendants' failures include, but are not limited to, failing to properly
- 4 supervise Italo Arbulu, failing to properly supervise John CD Doe and failing
- 5 to protect John CD Doe from a known danger.
- 6 63. As a direct and proximate cause of Defendants' wrongful acts John CD Doe
- 7 sustained physical, emotional, and psychological injuries, along with pain and
- 8 suffering.

9

10 **COUNT II**

11 **SEXUAL ASSAULT / SEXUAL ABUSE / SEXUAL CONDUCT**

12 **WITH A MINOR**

13 **(A.R.S. § 13-1405 and the common law)**

- 14 64. Plaintiff incorporates all other paragraphs as if fully set forth herein.
- 15 65. Italo Arbulu intentionally, knowingly, recklessly, or negligently engaged in
- 16 sexual contact, oral sexual contact, and or sexual intercourse with John CD
- 17 Doe.
- 18 66. Italo Arbulu intentionally, knowingly, recklessly, or negligently engaged in
- 19 sexual contact, oral sexual contact, and sexual intercourse without John CD
- 20 Doe consent and when he was a minor incapable of consenting to such sexual
- 21 contact.
- 22 67. Italo Arbulu was an agent, volunteer, representative, mentor, and or "Big",
- 23 acting within the course and scope of his employment, agency, actual or
- 24 apparent authority with Defendants Big Brothers Big Sisters of America and
- 25 or Big Brothers Big Sisters of Central Arizona. Arbulu used his position of
- 26 trust and authority, given to him by and through his agency relationship with
- 27 Defendants to sexually abuse John CD Doe.
- 28 68. Defendants knew or otherwise had actual notice of misconduct by its agents,
- volunteers, representatives, mentors, and or Bigs, including knowledge or
- actual notice that because Defendants "deal with boys and girls who may have

1 no adequate role model or parent figure in their lives, it is very characteristic
2 to shower the child with new found approval, affection and attention with the
3 new friendship . . . all [of which] could be ways to pressure the child into
4 approval for otherwise reluctant behavior. Clearly, [Defendants knew or had
5 actual notice] that [Defendants'] clients are high risk for the potential abuser .
6 The pedophilic applicant will generally try to encourage overnight visits,
7 weekend stays at his home or trips which involve travel."

- 8 69. Defendants knew, had constructive knowledge or otherwise had actual notice
9 of misconduct by its agent, volunteer, representative, mentor, and or Big, Italo
10 Arbulu and other agents, volunteers and Bigs, including that Arbulu:
- 11 a. Showered Littles, including John CD Doe, with affection, praise, attention,
12 gifts, experiences, travel, and or overnight stays among other grooming
13 behavior;
 - 14 b. Pressured, manipulated, coerced, threatened, and or intimidated Littles,
15 including but not limited to John CD Doe, into reluctant behavior including
16 sexual acts;
 - 17 c. Touched the genitals and or body parts of Littles and or engaged in other
18 physical and psychological boundary violations of Littles, including John
19 CD Doe.
- 20 70. As a direct and proximate cause of the wrongful acts John CD Doe suffered
21 and will continue to suffer in the future physical and emotional injury
22 including, but not limited to great pain of mind and body, shock, emotional
23 distress, embarrassment, loss of self-esteem, disgrace, humiliation, anger, rage,
24 frustration, loss of enjoyment of life, loss of consortium, loss of love and
25 affection, sexual dysfunction, past and future medical expenses for
26 psychological treatment, therapy, and counseling.
- 27 71. The allegations set forth in this Count constitute traditional negligence and
28 negligence per se for violation of A.R.S. § 13-3623 and other relevant statutes

1 and laws, including the common law, enacted for the protection of a specific
2 class of persons of which Plaintiff is a member.

3
4 **COUNT III**
5 **NEGLIGENCE AGAINST DEFENDANTS**
6 **BIG BROTHERS BIG SISTERS OF AMERICA & BIG BROTHERS BIG**
7 **SISTERS OF CENTRAL ARIZONA**

- 8 72. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set
9 forth under this count.
- 10 73. Each Defendant owed John CD Doe a duty of reasonable care to protect John
11 CD Doe from unreasonable risk of harm.
- 12 74. Each Defendant owed John CD Doe a duty of care because each Defendant had
13 a special relationship with John CD Doe.
- 14 75. Defendants also had a duty arising from the special relationship that existed
15 with John CD Doe, John CD Doe's parent, and other parents of young,
16 innocent, vulnerable children to properly train and supervise its volunteers,
17 representatives, Bigs, mentors, employees and agents of any kind. This special
18 relationship arose because of the high risk of vulnerability of the children
19 entrusted to their care. As a result of this high risk of vulnerability and risk of
20 sexual abuse in such a special relationship, Defendants had a duty to establish
21 measures of protection not necessary for persons who are older and better able
22 to safeguard themselves.
- 23 76. Each Defendant owed John CD Doe a duty to protect John CD Doe from harm
24 and or an unreasonable risk of harm because each Defendant also had a special
25 relationship with Italo Arbulu.
- 26 77. Defendants owed John CD Doe a duty of reasonable care because they solicited
27 youth and parents for participation in their youth programs; encouraged youth
28 and parents to have the youth participate in their programs; undertook custody

of minor children, including Plaintiff; promoted their facilities and programs as being safe for children; held their agents, including Italo Arbulu, out as safe to work with children; encouraged parents and children to spend time with their agents; and/or encouraged their agents, including Italo Arbulu, to spend time with, interact with, and recruit children, including John CD Doe.

78. By accepting custody of the minor John CD DOe, Defendants established an *in loco parentis* relationship with John CD Doe and in so doing, owed John CD Doe a duty to protect John CD Doe from injury. Further, Defendants entered into a fiduciary relationship with John CD Doe by undertaking the custody, supervision of, and/or care of the minor John CD Doe. As a result of John CD Doe being a minor, and by Defendants undertaking the care and guidance of the Plaintiff, Defendants also held a position of empowerment over John CD Doe. Further, Defendants, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. Defendants, through its employees, exploited this power over John CD Doe and, thereby, put the minor John CD Doe at risk for sexual abuse.
79. By establishing and/or operating Big Brothers Big Sisters of America and or Big Brothers Big Sisters of Central Arizona and accepting the minor John CD Doe as a participant in their programs, holding their facilities and programs out to be a safe environment for John CD Doe, accepting custody of the minor John CD Doe *in loco parentis*, and by establishing a fiduciary relationship with John CD Doe, Defendants entered into an express and/or implied duty to properly supervise John CD Doe and provide a reasonably safe environment for children, who participated in their programs. Defendants owed John CD Doe a duty to properly supervise John CD Doe to prevent harm from foreseeable dangers. Defendants had the duty to exercise the same degree of care over minors under their control as a reasonably prudent person would have exercised under similar circumstances.

- 1 80. By establishing and operating Big Brothers Big Sisters of America and or Big
2 Brothers Big Sisters of Central Arizona which offered educational programs
3 and or mentorship programs to children and by accepting the enrollment and
4 participation of the minor John CD Doe as a participant in those programs,
5 Defendants owed John CD Doe a duty to properly supervise Plaintiff to prevent
6 harm from generally foreseeable dangers.
- 7 81. Each Defendant owed Plaintiff a duty to protect John CD Doe from harm
8 because Defendants invited John CD Doe onto their property and Arbulu posed
9 a dangerous condition on Defendants' property.
- 10 82. Defendants knew or otherwise had actual notice of misconduct by its agents,
11 volunteers, representatives, mentors, and or Bigs, including knowledge or
12 actual notice that because Defendants "deal with boys and girls who may have
13 no adequate role model or parent figure in their lives, it is very characteristic
14 to shower the child with new found approval, affection and attention with the
15 new friendship . . . all [of which] could be ways to pressure the child into
16 approval for otherwise reluctant behavior. Clearly, [Defendants knew or had
17 actual notice] that [Defendants'] clients are high risk for the potential abuser .
18 The pedophilic applicant will generally try to encourage overnight visits,
19 weekend stays at his home or trips which involve travel."
- 20 83. Defendants knew, had constructive knowledge or otherwise had actual notice
21 of misconduct by its agent, volunteer, representative, mentor, and or Big, Italo
22 Arbulu and other agents, volunteers and Bigs, including that Arbulu:
- 23 a. Showered Littles, including John CD Doe, with affection, praise, attention,
24 gifts, experiences, travel, and or overnight stays among other grooming
25 behavior;
- 26 b. Pressured, manipulated, coerced, threatened, and or intimidated Littles,
27 including but not limited to Plaintiff, into reluctant behavior including
28 sexual acts;

1 c. Touched the genitals of Littles and or engaged in other physical and
2 psychological boundary violations of Littles, including Plaintiff.

3 84. Each Defendant breached its duties to John CD Doe. Defendants failed to use
4 ordinary care in determining whether their facilities were safe and/or
5 determining whether they had sufficient information to represent their facilities
6 as safe. Defendants' breach of their duties include, but are not limited to: failure
7 to protect John CD Doe from a known danger, failure to have sufficient policies
8 and procedures in place to prevent child sex abuse, failure to properly
9 implement policies and procedures to prevent child sex abuse, failure to take
10 reasonable measures to ensure that policies and procedures to prevent child sex
11 abuse were working, failure to adequately inform families and children of the
12 risks of child sex abuse, failure to investigate risks of child molestation, failure
13 to properly train the employees at institutions and programs within Defendants'
14 geographical confines, failure to train the minors within Defendants'
15 geographical confines about the dangers of sexual abuse by clergy, failure to
16 have any outside agency test their safety procedures, failure to protect the
17 children in their programs from child sex abuse, failure to adhere to the
18 applicable standard of care for child safety, failure to investigate the amount
19 and type of information necessary to represent the institutions, programs,
20 leaders and people as safe, failure to train their employees properly to identify
21 signs of child molestation by fellow employees, failure by relying upon mental
22 health professionals, and/or failure by relying on people who claimed that they
23 could treat child molesters.

24 85. Defendants also breached their duty to John CD Doe by failing to warn John
25 CD Doe and or his family of the risk that Arbulu posed and the risks of child
26 sexual abuse in Defendants' organizations. They also failed to warn them about
27 any of the knowledge that Defendants had about child sexual abuse in youth-
28 serving organizations, including Defendants' program.

- 1 86. Defendants breached their duties to John CD Doe by failing to use reasonable
2 care. Defendants' failures include, but are not limited to, failing to properly
3 supervise Italo Arbulu failing to properly supervise John CD Doe, and failing
4 to protect John CD Doe from a known danger.
- 5 87. Defendants additionally violated a legal duty by failing to report and or warn
6 known and/or suspected abuse of children by Italo Arbulu and/or its other
7 agents to the police, other law enforcement, participants and their parents.
- 8 88. Defendants knew that individuals seeking sexual contact with children would
9 seek out Defendants' programs as a means to gain access to children to further
10 their deviant sexual desires toward children.
- 11 89. Defendants knew or should have known that Italo Arbulu was a danger to
12 children before Italo Arbulu sexually abused John CD Doe.
- 13 90. Prior to the sexual abuse of Plaintiff, Defendants learned or should have learned
14 that Arbulu was not fit to work with children. Defendants, by and through their
15 agents, servants and/or employees, became aware, or should have become
16 aware of Arbulu's propensity to commit sexual abuse and of the risk to
17 Plaintiff's safety. At the very least, Defendants knew or should have known
18 that they did not have sufficient information about whether or not their leaders
19 and people working at Big Brothers Big Sisters of America and or Big Brothers
20 Big Sisters of Central Arizona were safe.
- 21 91. Defendants knew or should have known that there was a risk of child sex abuse
22 for children participating in Defendants' programs and activities. At the very
23 least, Defendants knew or should have known that they did not have sufficient
24 information about whether or not there was a risk of child sex abuse for children
25 participating in Defendants programs and activities.
- 26 92. Defendants knew or should have known that Defendants had numerous agents,
27 volunteers, members, Bigs, mentor, employees and or agents of any kind who
28 had sexually molested children. Defendants knew or should have known that

1 child molesters have a high rate of recidivism. They knew or should have
2 known that there was a specific danger of child sex abuse for children
3 participating in their youth programs.

4 93. However, despite this knowledge, Defendants negligently deemed that Italo
5 Arbulu was fit to work with children; and/or that any previous suitability
6 problems Italo Arbulu had were fixed and cured; and/or that Italo Arbulu would
7 not sexually molest children; and/or that Italo Arbulu would not injure children.

8 94. Defendants' actions created a foreseeable risk of harm to John CD Doe. As a
9 vulnerable child participating in the programs and activities Defendants offered
10 to minors, John CD Doe was a foreseeable victim. Additionally, as a vulnerable
11 child who Arbulu had access to through Defendants' authorization, facilities
12 and or programs, John CD Doe was a foreseeable victim.

13 95. As a direct and proximate cause of Defendants' wrongful acts Plaintiff suffered
14 and will continue to suffer in the future physical and emotional injury including,
15 but not limited to great pain of mind and body, shock, emotional distress,
16 embarrassment, loss of self-esteem, disgrace, humiliation, anger, rage,
17 frustration, loss of enjoyment of life, loss of consortium, loss of love and
18 affection, sexual dysfunction, past and future medical expenses for
19 psychological treatment, therapy, and counseling.

20
21 **COUNT IV**
22 **NEGLIGENT TRAINING AND SUPERVISION OF EMPLOYEES**
23 **AGAINST DEFENDANTS BIG BROTHERS BIG SISTERS OF AMERICA &**
24 **BIG BROTHERS BIG SISTERS OF CENTRAL ARIZONA**

25 96. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set
26 forth under this count.

27 97. At all times material, Italo Arbulu was employed, authorized, commissioned,
28 permitted, and or approved by Defendants and was under each Defendants'

1 direct supervision, employ, and or control when he committed the wrongful
2 acts alleged herein. Italo Arbulu engaged in the wrongful conduct while acting
3 in the course and scope of his employment and or agency with Defendants
4 and/or accomplished the sexual abuse by virtue of the authority and or position
5 granted to him by Defendants.

6 98. Defendants had a duty, arising from their employment and or agency
7 relationship with Italo Arbulu, to ensure that he did not sexually molest
8 children.

9 99. Further, Defendants owed a duty to train and educate employees, agents,
10 volunteers, mentors, members, Bigs and administrators and establish adequate
11 and effective policies and procedures calculated to detect, prevent, and address
12 inappropriate behavior and conduct between Defendants agents and children.

13 100. The abuse complained of herein occurred on Defendants' property and/or with
14 the use of their chattels, and or agents / volunteers.

15 101. Defendants breached their duties to John CD Doe by actively maintaining,
16 authorizing, permitting and or employing Italo Arbulu in a position of power
17 and authority through which Italo Arbulu had access to children, including
18 John CD Doe, and power and control over children, including Plaintiff.

19 102. Defendants were negligent in the training, supervision, and instruction of their
20 employees. Defendants failed to timely and properly educate, train, supervise,
21 and/or monitor their agents or employees with regard to policies and
22 procedures that should be followed when sexual abuse of a child is suspected
23 or observed. Defendants were additionally negligent in failing to supervise,
24 monitor, chaperone, and/or investigate Italo Arbulu and/or in failing to create,
25 institute, and/or enforce rules, policies, procedures, and/or regulations to
26 prevent Italo Arbulu's sexual abuse of John CD Doe. In failing to properly
27 supervise Italo Arbulu, and in failing to establish such training procedures for
28 employees, volunteers, agents, Bigs, Littles and or administrators, Defendants

1 failed to exercise the degree of care that a reasonably prudent person would
2 have exercised under similar circumstances.

3 103. As a direct and proximate cause of Defendants' wrongful acts John CD Doe
4 suffered and will continue to suffer in the future physical and emotional injury
5 including, but not limited to great pain of mind and body, shock, emotional
6 distress, embarrassment, loss of self-esteem, disgrace, humiliation, anger, rage,
7 frustration, loss of enjoyment of life, loss of consortium, loss of love and
8 affection, sexual dysfunction, past and future medical expenses for
9 psychological treatment, therapy, and counseling.

10
11 **COUNT V**
12 **NEGLIGENT RETENTION OF EMPLOYEES / AGENTS**
13 **AGAINST DEFENDANTS BIG BROTHERS BIG SISTERS OF AMERICA &**
14 **BIG BROTHERS BIG SISTERS OF CENTRAL ARIZONA**

15 104. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set
16 forth under this count.

17 105. At all times material, Italo Arbulu was employed and or authorized by
18 Defendants and was under each Defendant's direct supervision, employ, and
19 control when he committed the wrongful acts alleged herein.

20 106. Defendants negligently retained Italo Arbulu with knowledge of Italo Arbulu's
21 propensity for the type of behavior which resulted in John CD Doe's injuries
22 in this action. Defendants failed to investigate Italo Arbulu's past and/or
23 current history of sexual abuse and, through the exercise of reasonable
24 diligence, should have known of Italo Arbulu's propensity for child sexual
25 abuse. Defendants should have made an appropriate investigation of Italo
26 Arbulu and failed to do so. An appropriate investigation would have revealed
27 the unsuitability of Italo Arbulu for continued employment and it was
28 unreasonable for Defendants to retain Italo Arbulu in light of the information
they knew or should have known.

1 107. Defendants negligently retained Italo Arbulu in a position where he had access
2 to children and could foreseeably cause harm which John CD Doe would not
3 have been subjected to had Defendants taken reasonable care.

4 108. In failing to timely remove Italo Arbulu from working with children or
5 terminate the employment and or agency relationship with Italo Arbulu,
6 Defendants failed to exercise the degree of care that a reasonably prudent
7 person would have exercised under similar circumstances.

8 109. As a direct and proximate cause of Defendants' wrongful acts John CD Doe
9 suffered and will continue to suffer in the future physical and emotional injury
10 including, but not limited to great pain of mind and body, shock, emotional
11 distress, embarrassment, loss of self-esteem, disgrace, humiliation, anger, rage,
12 frustration, loss of enjoyment of life, loss of consortium, loss of love and
13 affection, sexual dysfunction, past and future medical expenses for
14 psychological treatment, therapy, and counseling.

15 **COUNT VI**
16 **BREACH OF FIDUCIARY DUTY**
17 **(All Defendants)**

18 110. Plaintiff incorporates all other paragraphs as if fully set forth herein.

19 111. Defendants' relationship with John CD Doe was a special relationship; one of
20 friend, mentor, guide, protector and or fiduciary. As a fiduciary to John CD
21 Doe, Defendants owed a duty to investigate, obtain, warn and disclose sexual
22 misconduct, sexual assault, sexual abuse, molestation, sexual propensities, and
23 other inappropriate acts of its agents, employees and or volunteers, including
24 Italo Arbulu. As fiduciary, Defendants owed John CD Doe a duty to work
25 solely for his benefit.

26 112. Defendants breached their fiduciary duties owed to John CD Doe.

27 113. As a direct and proximate cause of Defendants breach John CD Doe suffered
28 and will continue to suffer in the future physical and emotional injury,

1 including but not limited to, great pain of mind and body, shock, emotional
2 distress, embarrassment, loss of self-esteem, disgrace, humiliation, anger, rage,
3 frustration, loss of enjoyment of life, loss of consortium, loss of love and
4 affection, sexual dysfunction, past and future medical expenses for
5 psychological treatment, therapy, and counseling.

6
7 **COUNT VII**
8 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
9 **(All Defendants)**

10 114. Plaintiff incorporates all other paragraphs as if fully set forth herein.

11 115. Defendants' wrongful conduct, including sexual abuse, conspiracy to conceal
12 sexual abuse, failure to report Italo Arbulu's sexual abuse of children,
13 acquiescence, affirmance, and ratification of Italo Arbulu's sexual abuse
14 Exceeded the bounds of decency and were extreme and outrageous causing
15 Plaintiff to suffer severe emotional and psychological distress. Defendants'
16 acts and or omissions were done with reckless disregard for the near certainty
17 that Plaintiff would suffer extreme emotional distress.

18 116. As a direct and proximate cause of Defendants' wrongful conduct John CD
19 Doe suffered and will continue to suffer in the future physical and emotional
20 injury, including but not limited to great pain of mind and body, shock,
21 emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation,
22 anger, rage, frustration, loss of enjoyment of life, loss of consortium, loss of
23 love and affection, sexual dysfunction, past and future medical expenses for
24 psychological treatment, therapy, and counseling.

25 **COUNT VIII**
26 **ENDANGERMENT**
27 **(All Defendants)**

28 117. Plaintiff incorporates all other paragraphs as if fully set forth herein.

118. Defendants have a duty to protect children from foreseeable and unjustifiable

1 risks of harm.

2 119. In approximately or before 1983, Defendants knew or should have known that
3 the children in Defendants' programs were high risk for sexual abuse.
4 Defendants also knew or should have known that applicants with a propensity,
5 history and desire to sexually abuse children are attracted to Defendants'
6 programs and opportunities because Defendants' programs offer sexual
7 predators access to children and positions of trust and authority.

8 120. Defendants knew, should have known and or were deliberately ignorant that
9 Italo Arbulu posed a significant risk of injury to children, including John CD
10 Doe.

11 121. Defendants knew, should have known and or were deliberately ignorant that
12 Italo Arbulu posed a substantial risk of significant physical and psychological
13 injury and or harm to children, including John CD Doe.

14 122. Defendants, individually and in concert with the each other, negligently,
15 recklessly, or intentionally endangered the health and well-being of children,
16 including Plaintiff by exposing them to child sexual abusers like Italo Arbulu
17 who was a substantial risk of significant physical and mental injury to young
18 children including John CD Doe

19 123. As a direct and proximate cause of Defendants' negligent, reckless, and or
20 intentional endangerment, John CD Doe suffered and will continue to suffer in
21 the future great pain of mind and body, shock, emotional distress,
22 embarrassment, loss of self-esteem, disgrace, humiliation, anger, rage,
23 frustration, loss of enjoyment of life, loss of consortium, loss of love and
24 affection, sexual dysfunction, past and future medical expenses for
25 psychological treatment, therapy, and counseling.

26 **COUNT IX**
27 **CHILD ABUSE**
28 **(A.R.S. § 13-3623 and the common law)**
(All Defendants)

- 1 124. Plaintiff incorporates all other paragraphs as if fully set forth herein.
- 2 125. Italo Arbulu had the care and custody of John CD Doe both because he was a
- 3 parishioner and student under the control and authority of Italo Arbulu, given
- 4 to him by Defendants.
- 5 126. Defendants had the care and custody of John CD Doe both because they
- 6 Assigned, matched, authorized, approved and/or permitted Italo Arbulu to
- 7 serve as their agent, representative, volunteer, mentor and or Big and because
- 8 of their pattern, practice, custom, and tradition of training, educating and or
- 9 mentoring children through Defendants' programs. Defendants had the care
- 10 and custody of John CD Doe through traditional agency law.
- 11 127. Italo Arbulu was an agent, volunteer, representative, mentor, and or "Big",
- 12 acting within the course and scope of his employment, agency, actual or
- 13 apparent authority with Defendants Big Brothers Big Sisters of America and
- 14 or Big Brothers Big Sisters of Central Arizona. Arbulu used his position of
- 15 trust and authority, given to him by and through his agency relationship with
- 16 Defendants to sexually abuse John CD Doe.
- 17 128. Under circumstances likely to produce serious and significant physical and
- 18 psychological injury and while Plaintiff was under the care and custody of all
- 19 Defendants, Defendants and each of them negligently, recklessly, and or
- 20 intentionally caused, permitted, allowed, and/or established patterns, practices,
- 21 policies, procedures, customs, and traditions that placed Plaintiff in a situation
- 22 in which sexual abuse was likely to occur, thereby placing Plaintiff's person,
- 23 physical health, and mental/emotional health in danger; to wit, Defendants
- 24 knew child sexual abusers would seek out their programs to gain access to
- 25 children.
- 26 129. Defendants, and each of them, intentionally, recklessly and or negligently
- 27 endangered and abused Plaintiff.
- 28 130. As a direct and proximate cause of Defendants' sexual abuse of John CD Doe,

1 John CD Doe suffered and will continue to suffer in the future great pain of
2 mind and body, shock, emotional distress, embarrassment, loss of self-esteem,
3 disgrace, humiliation, anger, rage, frustration, loss of enjoyment of life, loss of
4 consortium, loss of love and affection, sexual dysfunction, past and future
5 medical expenses for psychological treatment, therapy, and counseling.

6
7 **COUNT X**
8 **ASSAULT**
9 **(A.R.S. §§ 13-1204, 13-1203, and the common law)**
10 **(All Defendants)**

11 131. Plaintiff incorporates all other paragraphs as if fully set forth herein.

12 132. At all times relevant to this complaint, Italo Arbulu was over the age of 18 and
13 John CD Doe was under the age of 15.

14 133. Italo Arbulu, as an agent, representative, mentor, Big and or employee of
15 Defendants acting within the course and scope of his actual or apparent
16 authority, intentionally, knowingly and or recklessly caused serious physical
17 and mental/emotional injury to John CD Doe.

18 134. Italo Arbulu, as an agent, representative, mentor, Big and or employee of
19 Defendants acting within the course and scope of his actual or apparent
20 authority intentionally, knowingly, recklessly and or negligently placed John
21 CD Doe in reasonable apprehension of imminent physical injury.

22 135. Italo Arbulu, as an agent, representative, mentor, Big or employee of
23 Defendants acting within the course and scope of his actual or apparent
24 authority intentionally, knowingly, recklessly and/or negligently touched John
25 CD Doe with the intent to injure, insult or provoke.

26 136. The allegations set forth in this Count constitute negligence and negligence per
27 se for violation of A.R.S. §§ 13-1204, 13-1203 and other relevant statutes and
28 laws, including the common law, enacted for the protection of a specific class
of persons of which Plaintiff is a member.

1 137. As a direct and proximate cause of Defendants' abuse of John CD Doe, John
2 CD Doe suffered and will continue to suffer in the future great pain of mind
3 and body, shock, emotional distress, embarrassment, loss of self-esteem,
4 disgrace, humiliation, anger, rage, frustration, loss of enjoyment of life, loss of
5 consortium, loss of love and affection, sexual dysfunction, past and future
6 medical expenses for psychological treatment, therapy, and counseling.

7 **PRAYER FOR RELIEF**

8 1. Plaintiff requests judgment in favor of Plaintiff and against Defendants as
9 follows to:

- 10 a. For Plaintiff's general and special damages in an amount to be
11 proven at trial by jury;
- 12 b. For Plaintiff's incurred costs together with interest at the highest
13 lawful rate on the total amount of all sums awarded from the date of
14 judgment until paid;
- 15 c. For the fair and reasonable monetary value of Plaintiff's past,
16 present, and future pain and suffering in an amount to be proven at
17 trial by jury;
- 18 d. For the medical expenses incurred up to the date of trial and any
19 additional expenses necessary for future medical care and treatment;
- 20 e. For punitive damages or exemplary damages to be set by a jury in
21 an amount sufficient to punish Defendants for their outrageous
22 conduct and to make an example out of them so that others do not
23 engage in similar conduct in the future;
- 24 f. For such other and further relief as this Court may deem just and
25 proper.
- 26

27 **DATED** this _____ day of July, 2025.
28

1 **MONTROYA, LUCERO & PASTOR, P.A.**

2 By _____

3
4 Robert E. Pastor
5 Attorneys for Plaintiff

6 I hereby certify that on
7 this _____ day of July, 2025
8 I electronically filed the attached document
9 with the Clerk of the Court using the Clerk's
10 e-filing system.

11 A copy of the foregoing mailed / emailed this
12 this 29th day of July, 2025:

13 Ms. Lori V. Berke
14 Ms. Jody C. Corbett
15 Berke Law Firm, PLLC
16 1601 N. 7th Street, Suite 360
17 Phoenix, Arizona 85006
18 *Attorneys for Defendant Big Brothers Big Sisters of America*

19 By: _____

EXHIBIT 1

BB: Italo Arbulu
Age: 19

LB David Campbell
Age: 9

TERMINATION SUMMARY

MATCHED: 28 Jan. 1983
TERMINATED: 8 July 1983

REASON FOR TERMINATION:

Code 20 - Red Flag BB. We have reason to believe BB was sexually inappropriate with LB.

GOALS AT TIME OF MATCH:

- 1) Provide a BB.
- 2) Expose LB to new and varied activities and environments.
- 3) Improve level of peer relating.

Goal #1 was met. Goals #2 & 3 were not. Possibly LB tried some new activities, but overall their interests were different. LB and BB may have attended a few group outings (Amigos) but no improvement in peer relating was noted on LB's part.

SIGNIFICANT DEVELOPMENTS: Match lasted approximately 5 months. Two weeks after they were matched it was discovered that BB and LB had slept in the same bed together. At that time, CW met with BB to discuss it. BB denied having heard it was a no-no in training -- said he had no sexual attraction to kids and wouldn't repeat it. LBM at this time, had also allowed this behavior and she was also cautioned about it. BB didn't have a car so sometimes LB did spend the night at BB's to ease transportation difficulties.

The two seemed to have been getting along Ok when - at the end of June - LB said he no longer wanted to be matched with BB - that he no longer needed a BB. Lots of reasons were given - different interests, immaturity on BB's part, etc. and then BB also decided he didn't want to be matched with LB. His reasons were basically that he felt LB was unappreciative and that there were too many problems in the family to deal with.

Upon further investigation it was discovered that BB continued having LB sleep ~~RECOMMENDATIONS~~ in the same bed with him, had tried to touch LB and had tried to pull LB over on top of BB while they slept. These things came out in conversations with LB and LBM and also with CW Geist (supervisor of this CW) and LB. At this point, the case was turned over to Detective Porter who has since learned from LB that BB performed oral sex on him. Detective Porter is in contact with BB - who had gone on vacation to San Francisco and who is now saying he plans to live there with his mother and attend school. BB is denying charges.

RECOMMENDATIONS ON BACK SIDE--

CW Name: Cheri Gross/sms
Date Completed: 30 Aug. 1983

12/81

tumble

RECOMMENDATIONS:

Close BB's file and place him in "Red Flag" category. He should never be reaccepted as a BB based on information from LB. DO NOT send letter of recommendation.

LB's file will remain open though at this time he is stating he doesn't want another BB. He is currently seeing a therapist who is aware of relationship with BB and is also involved in activities at PWP (Parents Without Partners) with LBM. Should he choose to rematch -- a healthy role model must be selected. LBM is quite naive and emotionally not very strong, so it's doubly important a strong, healthy BB be chosen. CW would also need to be very involved in match.

RECOMMENDATIONS:

Close BB's file and place him in "Red Flag" category. He should never be reaccepted as a BB based on information from LB. DO NOT send letter of recommendation.

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