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**SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY**

S.E., an individual; S.K., an individual; J.K.,
an individual; D.N., an individual; G.S., an
individual; and W.H., an individual,

Plaintiffs,

vs.

STATE OF WASHINGTON,
DEPARTMENT OF SOCIAL AND
HEALTH SERVICES, DEPARTMENT
CHILD PROTECTIVE SERVICES, and
DEPARTMENT OF CHILDREN AND
FAMILY SERVICES, governmental
entities; and JOHN/JANE DOES 1-5,
individuals and entities,

Defendants.

NO.

**COMPLAINT FOR SEXUAL ABUSE,
NEGLECT, AND OTHER DAMAGES**

Demand for Jury Trial

COME NOW Plaintiffs S.E., S.K., J.K., D.N., G.S., and W.H., collectively (“Plaintiffs”) through their attorneys Darrell L. Cochran, Kevin M. Hastings, Michael D. McNeil, and Nicholas A. Gillan of Pfau, Cochran, Vertetis & Amala, PLLC, by way of claim, and allege as follows:

I. INTRODUCTION

1. This is a negligence action against the State of Washington, Department of Social and Health Services (“DSHS”), Department of Child Protective Services (“CPS”), and Department of Children and Family Services (“DCFS”), along with Defendants John/Jane Doe

1 1-5 (collectively, “Defendants”) for their systemic and repeated failures to protect Plaintiffs
2 from sexual abuse while placed at Boys Village in Seattle Washington. Plaintiffs became wards
3 of the State of Washington, dependent on the State of Washington and its agents for their basic
4 safety, protection, nurturing, and welfare. Despite creating this special, custodial relationship
5 with Plaintiffs, Defendants actively endangered them by placing Plaintiffs at Boys Village
6 where they were sexually abused. Defendants knew or should have known the dangers of
7 placing Plaintiffs at Boys Village and acted in callous disregard for their safety by abdicating
8 its responsibility to monitor, investigate, and ensure this placement was safe and thereby caused
9 Plaintiffs to suffer damages.

10 II. PARTIES

11 2. Plaintiff S.E. At all relevant times, Plaintiff S.E. was a ward of the State of
12 Washington and was placed at Boys Village where he was sexually abused. S.E. is currently a
13 resident of King County, Washington.

14 3. Plaintiff S.K. At all relevant times, Plaintiff S.K. was a ward of the State of
15 Washington and was placed at Boys Village where he was sexually abused. S.K. is currently a
16 resident of Kitsap County, Washington.

17 4. Plaintiff J.K. At all relevant times, Plaintiff J.K. was a ward of the State of
18 Washington and was placed at Boys Village where he was sexually abused. J.K. is currently a
19 resident of Bonner County, Idaho.

20 5. Plaintiff D.N. At all relevant times, Plaintiff D.N. was a ward of the State of
21 Washington and was placed at Boys Village, where he was sexually abused. D.N. is currently
22 a resident of Snohomish County, Washington.

23 6. Plaintiff G.S. At all relevant times, Plaintiff G.S. was a ward of the State of
24 Washington and was placed at Boys Village where he was sexually abused. G.S. is currently a
25 resident of King County, Washington.
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1 14. On April 4, 1978, DSHS licensed Boys Village to operate a childcare institution
2 housing up to 22 male children.

3 15. On May 17, 1978, Warren Connolly was charged in Kittitas County,
4 Washington with several crimes related to the sexual abuse of children at Boys Village,
5 including one count of rape in the third degree and five counts of indecent liberties.

6 16. Despite knowledge of Connolly's sexual abuse of children at Boys Village,
7 DSHS continued to renew Boys Village's license to operate a group home throughout the time
8 that Plaintiffs resided at the home, and continued to contract with Boys Village as a provider of
9 group home care.

10 17. As early as 1978, DSHS was put on notice of abuse perpetrated by staff members
11 and at Boys Village against residents, as well as resident-on-resident abuse at the home.

12 18. In addition, several documented instances of physical and sexual abuse,
13 perpetrated both by staff members and residents, were documented during the period that
14 Plaintiffs inhabited the home.

15 19. Plaintiff S.E. was a ward of the State of Washington when DSHS placed him at
16 Boys Village. To the best of his recollection, S.E. was a resident of Boys Village in 1984.

17 20. Plaintiff S.E. was subjected to physical, sexual, and psychological abuse by a
18 male staff member during his placement at Boys Village while he was a ward of the State of
19 Washington and under the custody, care, and control of Defendants.

20 21. Plaintiff S.K. was a ward of the State of Washington when DSHS placed him at
21 Boys Village. To the best of his recollection, S.K. was a resident of Boys Village in 1985.

22 22. Plaintiff S.K. was subjected to physical, sexual, and psychological abuse by
23 another resident during his placement at Boys Village while he was a ward of the State of
24 Washington and under the custody, care, and control of Defendants.

25 23. Plaintiff J.K. was a ward of the State of Washington when DSHS placed him at
26 Boys Village. To the best of his recollection, J.K. was a resident of Boys Village in 1984.

1 24. Plaintiff J.K. was subjected to physical, sexual, and psychological abuse by
2 another resident at the home during his placement at Boys Village while he was a ward of the
3 State of Washington and under the custody, care, and control of Defendants.

4 25. Plaintiff D.N. was a ward of the State of Washington when DSHS placed him at
5 Boys Village. To the best of his recollection, D.N. was a resident of Boys Village during the
6 late-1970s.

7 26. Plaintiff D.N. was subjected to physical, sexual, and psychological abuse by
8 staff members during his placement at Boys Village while he was a ward of the State of
9 Washington and under the custody, care, and control of Defendants.

10 27. During his placement, Plaintiff D.N. was taken off-campus by a staff member
11 of Boys Village and physically, sexually, and psychologically abused in the staff member's
12 home.

13 28. While a ward of the State of Washington and under the custody, care, and control
14 of Defendants, Plaintiff D.N. was permitted to leave Boys Village and travel to a mental health
15 facility at the University of Washington to visit a family member. Boys Village staff members
16 facilitated Plaintiff D.N.'s visits to the University of Washington by paying his travel costs.

17 29. During Plaintiff D.N.'s visits to the University of Washington, while he was a
18 ward of the State of Washington and under the custody, care, and control of Defendants, he was
19 physically, sexually, and psychologically abused by a female patient at the mental health facility
20 at the University of Washington

21 30. Plaintiff G.S. was a ward of the State of Washington when DSHS placed him at
22 Boys Village. G.S. was a resident of Boys Village from approximately 1978 to 1980.

23 31. Plaintiff G.S. was subjected to physical, sexual, and psychological abuse by a
24 male staff member during his placement at Boys Village while he was a ward of the State of
25 Washington and under the custody, care, and control of Defendants.
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1 32. Plaintiff W.H. was a ward of the State of Washington when DSHS placed him
2 at Boys Village. W.H. was a resident of Boys Village from approximately 1981 to 1983.

3 33. Plaintiff W.H. was subjected to physical, sexual, and psychological abuse by
4 male staff members during his placement at Boys Village while he was a ward of the State of
5 Washington and under the custody, care, and control of Defendants.

6 **V. FACTS OF LIABILITY: DEFENDANT STATE**

7 34. Plaintiffs were at all relevant times a ward of the State of Washington and brings
8 this case to address deprivation of personal rights, which occurred when Plaintiffs were
9 repeatedly physically, sexually, and psychologically abused, neglected, and subjected to
10 deprivation of the most basic human rights while residing at Boys Village.

11 35. Plaintiffs allege that all Defendants were aware of injuries to children occurring
12 in Boys Village, yet Defendants engaged in a pattern of indifference to physical, sexual and
13 psychological abuse, by covering-up and denying abuse and injuries which Plaintiffs suffered.

14 36. Defendants, acting through their agents and employees, negligently failed to
15 adequately investigate, supervise and/or monitor the welfare of Plaintiffs at Boys Village,
16 despite actual and/or constructive knowledge, of a pattern of physical, sexual, and
17 psychological abuse, neglect, and mistreatment. Defendants negligently failed to investigate
18 and intervene in Plaintiffs' care and treatment or to remove them from the dangerous group
19 home to prevent injuries and damages Plaintiffs ultimately suffered.

20 37. Defendants had a mandatory, non-delegable duty to exercise care in the
21 placement and protection of children in Defendants' care and to investigate conditions of child
22 abuse and neglect. Defendants breached its duty to Plaintiffs by failing to make reasonable
23 placement decisions, monitoring visits, mandatory licensing investigations, verifications of
24 qualifications of staff members at Boys Village, investigative reports of child abuse, and
25 investigations of the conditions at Boys Village to determine whether they were safe for
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1 Plaintiffs to live at. Defendants failed to protect Plaintiffs even though the State of Washington
2 had actual or constructive knowledge of criminal and sexual misconduct occurring at Boys
3 Village where Plaintiffs were placed.

4 38. At all times relevant times, Plaintiffs had an interest in being free from
5 sexual abuse, harmful physical contact, and emotional injury and had protected rights under the
6 laws of the State of Washington.

7 39. At all relevant times, Plaintiffs were wards of the State of Washington and, by
8 extension, Defendants. Defendants acted *in loco parentis* in placing Plaintiffs in the care of
9 Boys Village. This special relationship of *in loco parentis* was administered by and through
10 Defendants.

11 40. The acts and/or omissions of the individual Defendants, as set forth above,
12 constituted a pervasive pattern of indifference, gross negligence and/or deliberate indifference
13 to the rights of Plaintiffs. As a direct and proximate cause of Defendants' acts and/or omissions,
14 Plaintiffs sustained, and continue indefinitely to suffer from, severe emotional and physical
15 trauma. Accordingly, Plaintiffs are entitled to an award of damages against the individual
16 Defendants for their injuries and damages in an amount to be determined at trial.

17 VI. CAUSES OF ACTION

18 COUNT I: NEGLIGENCE 19 AS TO ALL DEFENDANTS 20 (Washington Common Law)

21 41. Negligence. Based on the paragraphs set forth and alleged above, Defendants
22 had a duty to exercise ordinary care and refrain from negligent acts and omissions, duties that
23 arose out of special relationships and custodial control under Restatement (second) of Torts
24 §315, duties that included the duty to control servants while acting outside the scope of
25 employment under Restatement (second) of Torts §317, duties that included refraining from
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1 taking affirmative acts that exposed Plaintiffs to harm from the foreseeable conduct of a third
2 party under Restatement (second) of Torts § 302B, duties that included the duty to refrain from
3 negligently placing dependent children in a situation that will foreseeably cause grave harm,
4 duties that included the legal obligation to fully investigate and report all matters of sexual
5 abuse, duties to act reasonably after assuming a gratuitous undertaking, and duties that included
6 the necessity of taking reasonable precautions to protect Plaintiffs from sexual and physical
7 abuse, particularly from the likelihood of dangerous abuse presented at Boys Village in Seattle
8 Washington, as well as to refrain from negligent acts and omissions in the hiring, training,
9 assignment of cases to, and supervision of its agents, and Defendants' multiple failures in its
10 duties owed proximately caused the sexual abuse of Plaintiffs and resultant damages for which
11 Defendants are liable.
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14 **COUNT II: GROSS NEGLIGENCE**
15 **AS TO ALL DEFENDANTS**
16 **(Washington Common Law)**

17 42. Gross Negligence. Based on the paragraphs set forth and alleged above,
18 Defendants had a duty to refrain from grossly negligent acts and omissions, a duty that arose
19 out of a special relationship and custodial control, as well as a gratuitous undertaking, duties
20 that included the duty to refrain from negligently placing dependent children in a situation that
21 will foreseeably cause grave harm, duties that included the legal obligation to fully investigate
22 and report all matters of sexual abuse, duties to act reasonably after assuming a gratuitous
23 undertaking, and duties that included the necessity of taking reasonable precautions to protect
24 Plaintiffs from sexual abuse, particularly from the likelihood of dangerous abuse presented
25 Boys Village in Seattle Washington, as well as to refrain from grossly negligent acts and
26 omissions in the hiring, training, assignment of cases to, and supervision of its agents, and

1 Defendants' multiple failures in its duties owed proximately caused the sexual abuse of Plaintiff
2 and resultant damages for which Defendants are liable.

3 **COUNT III: NEGLIGENT RETENTION OF INDEPENDENT CONTRACTOR**
4 **AS TO ALL DEFENDANTS**
5 **(Washington Common Law)**

6 43. Negligent Retention of Independent Contractor. Based on the paragraphs set
7 forth and alleged above, Defendants had a duty to refrain from negligently selecting, contracting
8 with, hiring, and/or retaining independent contractors, including, but not limited to, Boys
9 Village, to provide for and have responsibility over the day-to-day basic needs, safety and
10 protection of Plaintiffs who were at all times under the ultimate custody and control of
11 Defendants, duties that were nondelegable under well-settled Washington law, and Defendants
12 breached this duty by failing to exercise reasonable care in selecting, contracting with, hiring,
13 and/or retaining independent contractors who were providing for and having the responsibility
14 over the day-to-day basic needs, safety, and protection of Plaintiffs, proximately causing
15 Plaintiffs to suffer damages, both general and special.

16 **COUNT IV: AGENCY**
17 **AS TO ALL DEFENDANTS**
18 **(WASHINGTON COMMON LAW)**

19 44. Agency. Based on the paragraphs set forth and alleged above, Defendants at all
20 relevant times had control over Boys Village, as well as their agents. Defendants allowed Boys
21 Village to act as its actual or apparent agent, giving rise to vicarious liability under Washington
22 State common law, all of which proximately caused the sexual abuse of Plaintiffs and resultant
23 damages for which Defendants are liable.

24 **COUNT V: ACTUAL AGENCY**
25 **AS TO ALL DEFENDANTS**
26 **(Washington Common Law)**

45. Actual Agency. Based on the paragraphs set forth and alleged above, at all
relevant times Defendants manifested to Boys Village that Boys Village take action on

1 Defendants' behalf, and Defendants had control over Boys Village, as well as their agents, and
2 otherwise allowed Boys Village to act as an actual agent, giving rise to vicarious liability under
3 Washington State common law, all of which proximately caused the sexual abuse of Plaintiffs
4 and resultant damages for which Defendants are liable.

5 **COUNT VI: APPARENT AGENCY**
6 **AS TO ALL DEFENDANTS**
7 **(Washington Common Law)**

8 46. Apparent Agency. Based on the paragraphs set forth and alleged above, at all
9 relevant times Defendants made manifestations that led persons of ordinary prudence to believe
10 and assume that there was an agency relationship. Defendants allowed Boys Village to act as
11 an apparent agent, giving rise to vicarious liability under Washington State common law, all of
12 which proximately caused the sexual abuse of Plaintiffs and resultant damages for which
13 Defendants are liable.

14 **COUNT VII: OUTRAGE**
15 **AS TO ALL DEFENDANTS**
16 **(Washington Common Law)**

17 47. Outrage. Based on the paragraphs set forth and alleged above, Defendants'
18 conduct negligently, recklessly, and/or willfully or intentionally inflicted emotional distress
19 upon Plaintiffs.

20 **COUNT VIII: INFLECTION OF EMOTIONAL DISTRESS**
21 **AS TO ALL DEFENDANTS**
22 **(Washington Common Law)**

23 48. Infliction of Emotional Distress. Based on the paragraphs set forth and alleged
24 above, the Defendants' conduct constituted negligent infliction of emotional distress, and
25 Defendants are liable for Plaintiffs' damages proximately caused by their actions as
26 provided in more detail above.

1 SIGNED this 26th day of February, 2024.
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3 PFAU COCHRAN VERTETIS AMALA PLLC
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5 By: /s/ Darrell L. Cochran

6 Darrell L. Cochran, WSBA No. 22851

7 Kevin M. Hastings, WSBA No. 42316

8 Michael D. McNeil WSBA No. 56872

9 Nicholas A. Gillan WSBA No. 61555

10 *Attorneys for Plaintiff*
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