

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FILED

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

SEP 25 11 3 29 11-CVS-17779

JOHN DOE,

Plaintiff,

v.

ROBERT PRICE, D. BRADLEY PRICE,
and KING'S WAY BAPTIST CHURCH
OF CHARLOTTE, NORTH CAROLINA, INC.

Defendants.

**COMPLAINT
(Jury Trial Demanded)**

NOW COMES plaintiff who, upon knowledge and/or information and belief, alleges the following:

PARTIES AND JURISDICTION

1. The allegations in this Complaint are based upon knowledge and/or information and belief.
2. Plaintiff John Doe is a resident of Charlotte, North Carolina and is filing this action as a "John Doe" complaint because he is the victim of childhood sexual abuse. His identity has previously been made known to defendants. He is currently 23 years of age.
3. Plaintiff is a victim of childhood sexual molestation and abuse caused by the actions and inactions of defendants.
4. Defendant King's Way Baptist Church of Charlotte, North Carolina, Inc. (hereinafter "King's Way"), is a North Carolina corporation with a registered office in Charlotte, North Carolina. The premises of King's Way Baptist Church is located in Concord, North Carolina.
5. Defendant Robert Price is a resident of Cabarrus County, North Carolina.

6. Defendant D. Bradley Price is a resident of Charlotte, North Carolina.

FACTUAL ALLEGATIONS

7. Defendant Robert Price (hereinafter “Bobby Price”) was at all times relevant to this Complaint the Youth Minister at King’s Way, and was acting within the course and scope of his employment by King’s Way, except as stated below.

8. Defendant D. Bradley Price (hereinafter “Bradley Price”) is the father of defendant Bobby Price, and was at all times relevant to this complaint the Senior Pastor at King’s Way. As Senior Pastor, defendant Bradley Price at all times relevant had the opportunity, duty and responsibility to supervise and control defendant Bobby Price in all his activities undertaken as Youth Pastor of defendant King’s Way.

9. At all times relevant to this complaint, defendant Bradley Price was acting within the course and scope of his employment by defendant King’s Way.

10. Plaintiff’s family joined King’s Way Church when he was almost twelve (12) years old. Plaintiff’s family joined King’s Way principally because King’s Way held itself out as a church with a wholesome, spiritual and educational youth program. Plaintiff’s family became active in the church, and plaintiff regularly participated in youth activities, sometimes multiple times per week.

11. Defendant King’s Way, including defendants Bradley Price and Bobby Price, repeatedly instilled in plaintiff and his family, as they did in all of their members, the belief that pastors are figures of authority who should be relied upon to protect the well-being of children in the church. Plaintiff, like all of the children in King’s Way, was taught to revere and obey pastors, and to rely on and trust them without doubt or question on issues affecting their physical, spiritual and moral well-being. Plaintiff was taught to believe that pastors, including defendants Bradley Price

and Bobby Price, were holy people who distribute the Word of God, and have closer communication with God than others have. Based on what plaintiff learned in King's Way, and from defendants, plaintiff believed those things about defendant Bobby Price.

12. At all times material, defendant King's Way represented itself to the public as an entity dedicated to the well-being of children such as plaintiff, and represented that it was safe for a family, including that of plaintiff, to entrust a minor child into the care of defendants.

13. At all times material, defendant King's Way represented to plaintiff and his family that it would be sinful or wrong to make any kind of accusation against a pastor and that pastors could not and would not engage in conduct considered evil or wrong, because they were holy men of God.

14. Defendant King's Way, by and through its pastors, including Defendant Bradley Price and defendant Bobby Price, as well as other employees, was acting *in loco parentis* at all times when minor children, such as plaintiff, were in the company of defendant Bobby Price, except for those periods when the children's parents were present. As such, defendants were acting *in loco parentis* at all times relevant to the allegations of the complaint, except for when Bobby Price was actually sexually abusing plaintiff and was instructing plaintiff to never to reveal the sexual abuse and misconduct to anyone.

15. By virtue of the special relationships defendants had with plaintiff, they owed plaintiff a fiduciary duty.

16. Almost immediately upon meeting defendant Bobby Price, plaintiff was encouraged to call him "Bobby". Defendant Bobby Price was approximately thirty-two (32) years old at the time.

17. Shortly after plaintiff joined the youth group at King's Way, defendant Bobby Price began devoting significant attention to plaintiff and encouraging his friendship.

18. Defendant Bobby Price told plaintiff that he wanted to spend time with him, both at the premises of Defendant King's Way and at other locations.

19. On numerous occasions, defendant Bobby Price took plaintiff to restaurants in the Charlotte area. Additionally, defendant Bobby Price encouraged plaintiff to lift weights with him at the home of Bobby Price and at the Youth Shack, a special building for youth activities situated on the property of defendant King's Way church.

20. Defendant Bobby Price also began driving the young plaintiff to and from Youth Group on the evenings when it met.

21. When plaintiff was in the seventh grade, the nature of his relationship with defendant Bobby Price began to change. Defendant Bobby Price began getting more physical and constantly wanted to hold plaintiff's hand and touch him. Defendant Bobby Price began to massage plaintiff while they watched movies both at the Youth Shack and at the Church House, another building located on the property of King's Way Baptist Church. Defendant Bobby Price also began to give plaintiff massages after they worked out with weights both in the Youth Shack and at the home of defendant Bobby Price.

22. Knowing that plaintiff wanted to build his muscles, defendant Bobby Price told plaintiff that you have to have your muscles massaged in order to make them big, and that this should be done after lifting weights.

23. Whenever defendant Bobby Price would massage plaintiff, he would massage the inside of his thighs, his arms, and his shoulders.

24. Defendant Bobby Price's physical contact with plaintiff continued to increase to the point where defendant Bobby Price began sexually abusing plaintiff.

25. The sexual abuse by defendant Bobby Price continued for approximately three (3) years and happened on numerous occasions. It occurred in defendant Bobby Price's motor vehicle, home, at the Church House, and at the Youth Shack.

26. During and after the times that defendant Bobby Price sexually molested plaintiff, he told the minor Plaintiff on numerous occasions that plaintiff enjoyed the sexual abuse committed by defendant Bobby Price and that plaintiff should never tell anybody what defendant had done. Defendant Bobby Price also told plaintiff that no one would believe him if he revealed what Bobby Price had done to him.

27. Defendant Bobby Price told plaintiff not to tell anyone, and that he would not be believed, in a manner and under such circumstances as to cause the minor Plaintiff to feel frightened, alone and trapped.

28. When plaintiff was in ninth grade, he had a dispute with his parents and was temporarily kicked out of the house. When that occurred, plaintiff lived with defendant Bobby Price and his family at defendant's home. While defendant Bobby Price's wife and children were asleep, defendant Bobby Price sexually molested plaintiff in his home.

29. On one occasion, defendant Bobby Price told plaintiff that the Church was sending a mission trip to Haiti and that plaintiff should go with him on the trip as a translator. Plaintiff went on the mission trip. There were approximately a dozen participants, and plaintiff was the only child on the mission. The last night before heading back to the United States was spent in Santo Domingo, Dominican Republic. Defendant Bobby Price arranged for plaintiff to share a room with him, and

then again sexually molested plaintiff. Although there were other parishioners on this trip, no one attempted to stop defendant Bobby Price from sharing a room with plaintiff.

30. The sexual abuse by defendant Bobby Price continued until plaintiff was sixteen (16) years of age, when he finally found the strength to break free.

31. During the entire time that plaintiff was a member of King's Way, defendants King's Way and Bradley Price knew that defendant Bobby Price was spending a great deal of time alone with plaintiff. Additionally, defendants Bradley Price and King's Way knew or should have known that defendant Bobby Price was a child molester/abuser and was totally unfit to be a youth minister.

32. Defendants King's Way and Bradley Price had known for years that defendant Bobby Price engaged in open and obvious inappropriate conduct with children, such as encouraging children to consider him their peer or "friend", encouraging idolatry of himself by participants in the youth program, spending inordinate amounts of time alone with individual children, especially young males, and behaving in an age-inappropriate youthful manner with children. This conduct caused or should have caused those who worked with and supervised Defendant Bobby Price for Defendant King's Way to know that Defendant Bobby Price had psychological problems and posed a danger to children.

33. Upon information and belief, defendant Bobby Price had sexually and/or physically abused multiple children prior to the time that he ever met plaintiff.

34. Defendant Bradley Price and King's Way knew, or should have known, of these prior instances of sexual and/or physical abuse by defendant Bobby Price.

35. In late 2010, defendant Bobby Price initiated contact with plaintiff, which caused plaintiff to have flashbacks to the prior abuse by defendant Bobby Price. The contact by Defendant Bobby Price caused plaintiff to re-experience the trauma of the sexual abuse by defendant Bobby

Price and caused great emotional distress and injury. This contact in 2010 occurred while defendant Bobby Price was serving as Youth Minister at defendant King's Way.

36. After plaintiff finally stopped being abused by defendant Bobby Price when he was sixteen (16), plaintiff withdrew from church activities and lost his faith and religion.

37. In early 2011 plaintiff reported the sexual abuse by defendant Bobby Price to the Charlotte-Mecklenburg Police.

38. Once defendant Bobby Price became aware that plaintiff had spoken to the police and that the police wanted to speak with him about his abuse of plaintiff, defendant Bobby Price left the United States and went to Nicaragua, in order to avoid facing his legal responsibilities.

39. At the time that defendant Bobby Price planned his departure to Nicaragua, defendants King's Way and Bradley Price knew or should have known about allegations of criminal conduct against Defendant Bobby Price, both by plaintiff and by an additional alleged victim of sexual abuse by Bobby Price.

40. Defendants Bradley Price and King's Way gave financial assistance to defendant Bobby Price in order to help him leave the United States and live in Nicaragua.

41. Defendants King's Way and Bradley Price have continued to provide financial support to defendant Bobby Price to maintain his life in Nicaragua in order to help him avoid his legal responsibilities in the United States.

42. By providing financial assistance and assisting defendant Bobby Price to leave the United States and to live in Nicaragua, when they knew that he had been accused of sexual misconduct and was facing legal obligations in the United States, defendants Bradley Price and King's Way ratified Bobby Price's sexual abuse of plaintiff.

43. Defendants Bradley Price and King's Way failed to take any steps to minimize the damages caused by defendant Bobby Price's sexual abuse of plaintiff.

44. Defendant Bradley Price has said plaintiff is a liar who is solely motivated by financial considerations, thereby causing plaintiff additional emotional distress.

45. Defendants repeatedly took actions to mislead or deceive plaintiff, church members, the public and other victims about defendant Bobby Price, their knowledge of his abuse of children and his unfitness to serve as youth pastor.

46. As a result of the sexual abuse and misconduct of defendants, plaintiff has sustained and continues to sustain damages consisting of (a) tremendous, permanent, psychological harm and personal injury; (b) loss of faith; (c) lost income and diminished earning capacity; (d) tremendous difficulty in forming close and trusting relationships with others; (e) tremendous anger; (f) impaired judgment; (g) the need for past and future medical expenses for treatment of physical, emotional, and psychological conditions; and (h) impaired ability to earn a living which will likely result in him suffering lost income.

CLAIMS FOR RELIEF

I. Negligent Infliction of Emotional Distress

47. Plaintiff realleges and incorporates herein all previous paragraphs of this Complaint.

48. Defendants had a duty to exercise ordinary care in their dealings with plaintiff and had a duty to warn plaintiff of foreseeable danger.

49. It was reasonably foreseeable to defendants that their conduct described above breached their duty to plaintiff and that their conduct would cause severe emotional distress to plaintiff.

50. The conduct of defendants described above did in fact cause severe emotional distress to plaintiff.

51. Defendant King's Way is liable for the actions of Defendants Bobby Price and Bradley Price under the doctrine of respondeat superior.

52. As a direct and proximate result of the negligent infliction of emotional distress by defendants, plaintiff has sustained substantial injuries, damages, harms and losses. Accordingly, Plaintiff is entitled to recover compensatory damages for an amount in excess of Ten Thousand Dollars (\$10,000.00).

II. Intentional Infliction of Emotional Distress
(Alternative Claim for Relief)

53. Plaintiff realleges and incorporates herein all previous allegations of this Complaint.

54. The conduct of defendants described above was extreme and outrageous.

55. The extreme and outrageous conduct of defendants indicates a reckless indifference to the likelihood that such conduct would cause severe emotional distress.

56. The conduct of defendants described in this Complaint did in fact cause severe emotional distress to plaintiff.

57. Defendant King's Way is liable for the actions of Defendants Bobby Price and Bradley Price under the doctrine of respondeat superior.

58. As a direct and proximate result of the intentional infliction of emotional distress caused by defendants, plaintiff has sustained substantial injuries, damages, harms and losses, including severe emotional distress. Accordingly, plaintiff is entitled to recover compensatory damages for an amount in excess of Ten Thousand Dollars (\$10,000.00).

59. As a result of the intentional infliction of emotional distress by defendants, plaintiff is entitled to recover punitive damages of defendants in excess of Ten Thousand Dollars (\$10,000.00).

III. Negligent Hiring, Supervision and Retention

60. Plaintiff realleges and incorporates herein all previous allegations of this Complaint.

61. Defendants King's Way and Bradley Price had a duty, as employers and as a religious entity, to provide a reasonably safe and secure environment for members, including plaintiff, whom they invited into the church staffed by pastors they employed and/or placed, including defendant Bobby Price.

62. Defendants King's Way and Bradley Price had a duty to all members of the church, including plaintiff, whom they invited into the church staffed by their pastors, including defendant Bobby Price to provide ordinary, prudent and reasonable supervision of these pastors. Defendants specifically had a duty to take all reasonable and necessary steps to protect members of the church from sexual abuse and exploitation by church employees and agents, including pastors and to take steps to remedy any harm that might have occurred under their watch, or as a result of their acts or failure to act.

63. At all times relevant to this Complaint, defendants knew of the potential and actual dangers to children in their church posed by pastors who were attracted to children and to jobs that would place them in close contact with children, and who might abuse their trust and sexually exploit, abuse, and assault these children and young people. Accordingly, defendants King's Way and Bradley Price had a heightened duty of care to children, including plaintiff.

64. Defendants King's Way and Bradley Price knew or should have known, before or after appointing Defendant Bobby Price as Youth Minister, of Bobby Price's complete unfitness for his duties, and the danger he posed to children. Defendants also knew or should have known that defendant Bobby Price had a history of sexually and/or physically abusing children.

65. Defendants King's Way and Bradley Price knew or should have known of the need to closely supervise the behavior of Defendant Bobby Price and that he should never have been allowed to be alone with young males.

66. In spite of their knowledge, defendants King's Way and Bradley Price failed to exercise due care in their supervision of Bobby Price, failed to take steps to increase their supervision of Defendant Bobby Price when it became evident that they should do so, failed to keep Bobby Price from spending time alone with male children, and failed to terminate Bobby Price from his position as Youth Pastor of Defendant King's Way.

67. As a direct and proximate result of the negligent hiring, supervision and retention by defendants King's Way and Bradley Price, plaintiff has sustained substantial injuries, damages, harms and losses. Accordingly, Plaintiff is entitled to recover from defendants compensatory damages in an amount in excess of Ten Thousand Dollars (\$10,000.00).

68. The negligent hiring, supervision and retention by defendants King's Way and Bradley Price evidenced a reckless disregard for the well-being of plaintiff and constituted gross negligence. Accordingly, plaintiff is entitled to recover punitive damages in excess of Ten Thousand Dollars (\$10,000.00).

IV. Breach of Fiduciary Duty

69. Plaintiff realleges and incorporates herein all previous paragraphs of this Complaint.

70. Defendants, by virtue of their position of power, influence, control and authority over the church, had an obligation and non-delegable duty to provide a reasonably safe and secure environment within the church and for members when they were with church employees and personnel, regardless of their location. Defendants were entrusted with the well-being, care and safety of plaintiff as a result of his status as a minor member of the church, and his consequent

participation as encouraged by defendants in church programs, events and activities, as referred to in this Complaint. Under the fiduciary relationship that resulted from the acts of defendant and the position of plaintiff, defendants assumed the duty to act in the best interests of plaintiff.

71. Defendants acted in the capacity of *in loco parentis* to plaintiff at all relevant times, except those times when the parents of plaintiff were actually present.

72. At all relevant times, plaintiff and his parents reposed a special trust and confidence in defendants.

73. Defendants failed to provide a safe environment and failed to exercise a degree of care that a reasonably prudent person or entity would have exercised under similar circumstances.

74. By sanctioning and encouraging the entrustment of the physical, mental, emotional and spiritual safety of plaintiff to defendants and, particularly, to Defendant Bobby Price, defendants actually and/or impliedly accepted, assumed and ratified his fiduciary duty to protect plaintiff because he was unable to protect himself.

75. Defendants placed plaintiff in the care and custody of defendant Bobby Price for the purpose, *inter alia*, of providing plaintiff with religious instruction, training, moral and spiritual guidance, counseling and general education. Defendant Bobby Price did in fact provide plaintiff with the services that were sought. Consequently, there existed a fiduciary relationship of trust, confidence and reliance between plaintiff and defendants and also between plaintiff's parents and defendants.

76. Defendants were in a specialized and/or superior position to receive and did in fact receive specific information regarding misconduct by employees, servants, agents and/or apparent agents and representatives of defendants and/or persons seeking employment within Defendant King's Way that was of critical significance to the well-being, care, safety and treatment of innocent

victims, including but not limited to plaintiff and the knowledge thereof was not readily available elsewhere.

77. Defendants exercised their special and/or superior position to assume control of said knowledge and any response thereto.

78. Conversely, plaintiff and Plaintiff's parents were in subordinate positions of weakness, vulnerability, inequality and lacked such knowledge as possessed by defendants. The ability of plaintiff and Plaintiff's parents to monitor the use or misuse of the power or authority of defendants acting upon or responding to such knowledge was compromised, inhibited and/or restricted by defendants.

79. Defendants had a fiduciary relationship with plaintiff and Plaintiff's parents grounded upon the duty of good faith and fair dealing and a duty to act with the highest degree of trust and confidence.

80. The aforesaid fiduciary duty of defendants included the duty to warn and to disclose, as well as to protect plaintiff from sexual abuse and exploitation by persons who were represented and promoted to the public and to members of the church as being morally and spiritually upright, prudent, suitable representatives of God on earth and fit to be a pastor.

81. Defendants had the duty to act in the best interests of plaintiff and to protect plaintiff from harm by its pastors.

82. Defendants failed to act in good faith with respect to their relationships with plaintiff and his parents.

83. Plaintiff and Plaintiff's parents had the right to rely on and did rely on representations of defendant Diocese that the personnel employed and working at Defendant King's Way were persons in "good standing" and further, that defendants would not tolerate immoral conduct by

church employees or personnel who represented a known threat to children and young people. Such reliance on the part of plaintiff and Plaintiff's parents was at all times reasonable and actively encouraged, promoted and inculcated by defendants.

84. Defendants breached their duty to plaintiff and Plaintiff's parents through inaction, manipulation, intimidation, evasion, intended deception and concealment, undue influence, duress, and/or otherwise, as more fully alleged in this Complaint and, further, to be identified through discovery and proven at trial, resulting in injury to the welfare and well-being of plaintiff.

85. Defendant King's Way is liable for the actions of Defendants Bobby Price and Bradley Price under the doctrine of respondeat superior.

86. As a direct and proximate result of these breaches by defendants of their fiduciary duty owed to plaintiff and plaintiff's parents, plaintiff has sustained substantial injuries, damages, harms and losses. Accordingly, plaintiff is entitled to recover compensatory damages in an amount in excess of Ten Thousand Dollars (\$10,000.00).

87. The breach of fiduciary duty by defendants as described herein was willful, wanton, reckless and intentional. Accordingly, plaintiff is entitled to recover punitive damages of these Defendants in excess of Ten Thousand Dollars (\$10,000.00).

V. Constructive Fraud

88. Plaintiff realleges and incorporates herein all previous paragraphs of this Complaint.

89. A relationship of trust and confidence existed between plaintiff, plaintiff's family and defendants.

90. Defendants cultivated and encouraged the relationship of trust and confidence between plaintiff, his family and defendants.

91. Defendants knew that plaintiff and his parents had placed their trust and confidence in them and counted on defendants to provide spiritual care and guidance to plaintiff.

92. Defendants took advantage of and abused the relationships of trust and confidence between plaintiff, his family and defendants, as described in this Complaint.

93. Defendants knew that if the fact that defendant Bobby Price was a child abuser was revealed to plaintiff, plaintiff's family or to the public at large, they would suffer tremendous financial harm and other damage.

94. Defendants benefitted from an abuse of their relationship of trust and confidence with plaintiff, as described in the preceding paragraphs of this Complaint.

95. Defendants' conduct described above constitutes constructive fraud.

96. As a direct and proximate result of the constructive fraud of defendants, plaintiff has sustained substantial injuries, damages, harms and losses. Accordingly, plaintiff is entitled to recover from defendants compensatory damages for an amount in excess of Ten Thousand Dollars (\$10,000.00).

97. The constructive fraud by defendants, as described herein, was willful, wanton, reckless, and intentional. Accordingly, plaintiff is entitled to recover punitive damages from defendants in excess of Ten Thousand Dollars (\$10,000.00).

PRAYER FOR RELIEF

WHEREFORE, plaintiff prays that this Court:

1. That Plaintiff be granted a trial by jury;
2. That plaintiff recover from defendants compensatory damages in excess of Ten Thousand Dollars (\$10,000.00);

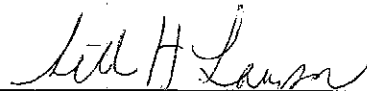
3. That plaintiff recover from defendants punitive damages in excess of Ten Thousand Dollars (\$10,000.00);

4. That plaintiff recover from defendants the costs incurred by plaintiff in prosecuting this action;

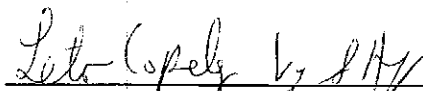
5. That plaintiff recover prejudgment interest on all damages pursuant to N.C.G.S. § 24-5;

6. That the Court award such other and further relief to plaintiff as it deems just and proper.

This the 20th day of September, 2011.



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