

**IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION**

**AWKO DOE 47 AND AWKO
DOE 48,**

PLAINTIFFS

CASE NO. _____

V.

**FIRST BAPTIST CHURCH,
BENTON, ARKANSAS; CENTRAL
BAPTIST ASSOCIATION; THE
ARKANSAS BAPTIST
STATE CONVENTION; THE
SOUTHERN BAPTIST
CONVENTION; EXECUTIVE
COMMITTEE OF THE SOUTHERN
BAPTIST CONVENTION; THE
CINCINNATI INSURANCE
COMPANY; CHURCH MUTUAL
INSURANCE COMPANY
FOUNDATION, INC.; DOE
INSURANCE CARRIER
CORPORATIONS 1-100;
AND JOHN DOES 1-100,**

DEFENDANTS

PLAINTIFFS' ORIGINAL COMPLAINT

COME NOW Plaintiffs, AWKO DOE 47 and AWKO DOE 48 (hereinafter referred to collectively as "Plaintiffs"), by and through their undersigned attorneys, wh Law and Aylstock, Witkin, Kreis, and Overholtz, PLLC and for their causes of action against these Defendants, state:

I. INTRODUCTION

1. This case arises from the childhood sexual abuse, sexual contact, sexually explicit conduct, and other crimes of a sexual nature that Plaintiffs suffered at the hands of music minister and youth choir director David Kent Pierce (hereinafter "Pierce"), who was employed

by and acted as an agent of Defendants First Baptist Benton, Central Baptist Association, Arkansas Baptist State Convention, Southern Baptist Convention, and the Executive Committee of the Southern Baptist Convention (hereinafter, collectively referred to as “Religious Defendants”).

2. All Defendants, including DOE Insurance Carrier Corporations 1-100 and John Does 1-100, are collectively referred to herein as “Defendants”.

3. Pierce used his position as music minister, youth choir director, and agent of Religious Defendants to sexually abuse and engage in sexual contact and/or sexually explicit conduct with Plaintiffs when Plaintiffs were minor children and were under the care, custody, and control of Religious Defendants.

4. At the time Plaintiffs were sexually abused by Pierce, Religious Defendants knew or should have known that Pierce posed a danger to Plaintiffs. Despite their knowledge, Religious Defendants failed to take reasonable steps to protect Plaintiffs from the danger of being sexually abused by Pierce. As a result, Pierce was able to use his position as music minister and youth choir director to sexually abuse, sexually contact, engage in sexually explicit conduct, and commit other crimes of a sexual nature against Plaintiffs.

5. The actions and inactions of Religious Defendants created a culture of sexual abuse, including sexual contact and sexually explicit conduct, leading to the sexual abuse, sexual contact, and sexually explicit conduct experienced by Plaintiffs.

II. PARTIES

A. PLAINTIFFS

6. Plaintiff AWKO DOE 47 is an adult male who currently resides in Benton, Arkansas. At all times relevant to the conduct described herein, AWKO DOE 47 was a minor resident of Benton, Arkansas.

7. Plaintiff AWKO DOE 48 is an adult male who currently resides in Benton, Arkansas. At all times relevant to the conduct described herein, AWKO DOE 48 was a minor resident of Benton, Arkansas.

8. Plaintiffs were minors at the time the sexual abuse complained of herein occurred. For that reason, Plaintiffs respectfully request this Court to allow them to proceed under pseudonyms.¹ Should this Court approve, Plaintiffs' identities will be revealed to this Court and Defendants within a separate document filed under seal and/or under a protective order.

9. Should Plaintiffs not be allowed to proceed pseudonymously, they will suffer embarrassment and humiliation as a result of the sensitive nature of the material complained of herein. If Plaintiffs are not allowed to proceed pseudonymously, the damage they've experienced will be compounded by the humiliation and embarrassment incurred by pursuing their legal rights.

10. Plaintiffs proceeding under pseudonyms does not prejudice Defendants; further, any such prejudice would be cured with the confidential disclosure of Plaintiffs' identities in a future document filed under seal and/or under a protective order.

11. When Plaintiffs were minors, they were members of First Baptist Church, Benton, Arkansas. Plaintiffs were members of the youth choir led by Pierce.

¹ Plaintiffs will be filing a Motion to Proceed under Pseudonym contemporaneously with the filing of this Complaint.

12. While they were minors, Plaintiffs were victims of one or more instances of sexual abuse, sexual contact, and/or sexually explicit conduct in the State of Arkansas. These instances revive Plaintiffs' claims as defined by Arkansas Act 1036: the Justice for Vulnerable Victims of Sexual Abuse Act (Ark. Code Ann. § 16-118-118).

B. First Baptist Church, Benton, Arkansas

13. First Baptist Church, Benton, Arkansas (hereinafter "First Benton") is registered as a non-profit entity in Saline County, Arkansas.

14. First Benton is a member church within the Central Baptist Association, Arkansas Baptist State Convention, and Southern Baptist Convention.

15. Central Baptist Association, Arkansas Baptist State Convention, and Southern Baptist Convention control and oversee First Benton.

16. Pursuant to Ark. Code Ann. § 23-79-210, the insurers of First Benton are the proper parties to be named as defendants in a lawsuit. Plaintiffs name First Benton for the purpose of obtaining the previously requested information through the Court's Discovery Process: the identification of First Benton's insurer(s) spanning the time of Plaintiffs' sexual abuse. Pursuant to statute Ark. Code Ann. § 23-79-210(3)(b) and prior to filing suit, Plaintiffs attempted on multiple occasions since March 2023 to obtain the names of First Benton's insurance carriers on multiple occasions and were met with resistance from First Benton before a single policy with a coverage period of November 2003 to November 2008 was provided. Through Discovery, Plaintiffs will seek the identities of all First Benton's insurers from 1994 to 2003. If Plaintiffs are not allowed to seek the insurer(s) information through Discovery, Plaintiffs will be unfairly prejudiced because they would effectively have no right of recourse against First

Benton for its wrongful actions and inactions, more thoroughly described below, contrary to the legislative intent of the Justice for Vulnerable Victims of Sexual Abuse Act.

C. Central Baptist Association

17. Upon information and belief, Central Baptist Association (hereinafter “Central”) is registered as a non-profit in Saline County, Arkansas.

18. Central is the local-level organization of the Southern Baptist Convention that controls and oversees First Benton.

19. Pursuant to Ark. Code Ann. § 23-79-210, the insurer(s) of Central is the proper party to be named as a defendant in a lawsuit. Plaintiffs name Central for the purpose of obtaining the previously requested information through the Court’s Discovery Process: the identification of Central’s insurer(s) spanning the time of Plaintiffs’ sexual abuse. Pursuant to statute Ark. Code Ann. § 23-79-210(3)(b) and prior to filing suit, Plaintiffs attempted on multiple occasions since March 2023 to obtain the names of Central’s insurance carriers and was provided with the name of a carrier who began insuring Central after the relevant time period. Since then, Plaintiffs have been unable to obtain the names of Central’s insurers for the relevant time period. Through Discovery, Plaintiffs will seek the identities of all Central’s insurers from 1994 to 2003. If Plaintiffs are not allowed to seek the insurer(s) information through Discovery, Plaintiffs will be unfairly prejudiced because they would effectively have no right of recourse against Central for its wrongful actions and inactions, as more thoroughly described below, contrary to the legislative intent of the Justice for Vulnerable Victims of Sexual Abuse Act.

D. The Arkansas Baptist State Convention

20. The Arkansas Baptist State Convention (hereinafter “State”) is registered as a non-profit in Arkansas in Pulaski County.

21. State is the state-level organization of the Southern Baptist Convention that controls and oversees Central and First Benton.

22. Pursuant to Ark. Code Ann. § 23-79-210, the insurer(s) of State is the proper party to be named as a defendant in a lawsuit. Plaintiffs name State for the purpose of obtaining the previously requested information through the Court's Discovery Process: the identification of State's insurer(s) spanning the time of Plaintiffs' sexual abuse. Pursuant to statute Ark. Code Ann. § 23-79-210(3)(b) and prior to filing suit, Plaintiffs attempted on multiple occasions since March 2023 to obtain the names of State's insurance carriers and was provided with the name of a single carrier for State but was not provided with the time period in which said insurer covered State. Since then, Plaintiffs have been unable to obtain the names and/or dates of coverage of State's insurers for the relevant time period. Through Discovery, Plaintiffs will seek the identities of all State's insurers from 1994 to 2003. If Plaintiffs are not allowed to seek the insurer(s) information through Discovery, Plaintiffs will be unfairly prejudiced because they would effectively have no right of recourse against State for its wrongful actions and inactions, as more thoroughly described below, contrary to the legislative intent of the Justice for Vulnerable Victims of Sexual Abuse Act.

E. The Southern Baptist Convention

23. Southern Baptist Convention (hereinafter "SBC") is registered as a non-profit in Georgia in Fulton County. It is the largest Protestant denomination in the United States.

24. SBC is the national organization of the Southern Baptist Convention that controls and oversees State, Central, and First Benton.

25. SBC is the national organization that oversees all other Southern Baptist entities. In this capacity, the SBC controls and operates every entity under its umbrella, including all

affiliated state conventions, local conventions, and over 50,000 member churches, which include First Benton, Central, and State.

26. SBC and its internal committees create policies and procedures, and they oversee the implementation and enforcement of same in each of its member entities.

27. Pursuant to Ark. Code Ann. § 23-79-210, the insurer(s) of SBC is the proper party to be named as a defendant in a lawsuit. Plaintiffs name SBC for the purpose of obtaining the previously requested information through the Court's Discovery Process: the identification of SBC's insurer(s) spanning the time of Plaintiffs' sexual abuse. Pursuant to statute Ark. Code Ann. § 23-79-210(3)(b) and prior to filing suit, Plaintiffs attempted on multiple occasions since March 2023 to obtain the names of SBC's insurance carriers, but Plaintiffs have never received a response from SBC. Plaintiffs' unanswered attempts were made on Bart Barber, President of SBC and member of EC. Through Discovery, Plaintiffs will seek the identities of all SBC's insurers from 1994 to 2003. If Plaintiffs are not allowed to seek the insurer(s) information through Discovery, Plaintiffs will be unfairly prejudiced because they would effectively have no right of recourse against SBC for its wrongful actions and inactions, as more thoroughly described below, contrary to the legislative intent of the Justice for Vulnerable Victims of Sexual Abuse Act.

F. Executive Committee of the Southern Baptist Convention

28. The Executive Committee of the Southern Baptist Convention (hereinafter "EC") is registered as a non-profit in Tennessee in Davidson County.

EC “receives and distributes the monies Southern Baptists give in support of denominational ministries, acts as the recipient and trust agency for all Convention properties, and provides public relations and news services” And “promotes the general work of Southern Baptists.”²

29. EC reviews SBC agencies’ financial statements and recommends the Convention annual operating budget.

30. EC employs an executive and professional staff in its Davidson County, Tennessee offices.

31. Pursuant to Ark. Code Ann. § 23-79-210, the insurer(s) of EC is the proper party to be named as a defendant in a lawsuit. Plaintiffs name EC for the purpose of obtaining the previously requested information through the Court’s Discovery Process: the identification of EC’s insurer(s) spanning the time of Plaintiffs’ sexual abuse. Pursuant to statute Ark. Code Ann. § 23-79-210(3)(b) and prior to filing suit, Plaintiffs attempted on multiple occasions since March 2023 to obtain the names of EC’s insurance carriers, but Plaintiffs have never received a response from EC. Plaintiffs’ unanswered attempts were made on Bart Barber, President of SBC and member of EC. Through Discovery, Plaintiffs will seek the identities of all EC’s insurers from 1994 to 2003. If Plaintiffs are not allowed to seek the insurer(s) information through Discovery, Plaintiffs will be unfairly prejudiced because they would effectively have no right of recourse against EC for its wrongful actions and inactions, as more thoroughly described below, contrary to the legislative intent of the Justice for Vulnerable Victims of Sexual Abuse Act.

² *Executive Committee*, Southern Baptist Convention Website, <https://www.sbc.net/about/what-we-do/sbc-entities/executive-committee/>

G. The Cincinnati Insurance Company

32. The Cincinnati Insurance Company (hereinafter “Cincinnati”) is registered as a corporation for-profit in Ohio in Butler County.

33. At all relevant times hereto, Cincinnati conducted business in the State of Arkansas.

34. Pursuant to Plaintiffs attempts to identify carriers that insured Religious Defendants, Cincinnati has been identified as an insurer for First Benton during a time frame relevant to Plaintiffs’ claims.

35. Upon information and belief, the Cincinnati afforded liability insurance coverage to First Benton, at a minimum, from November 1, 2003 to November 1, 2008.

36. As will be established below, the time frame relevant to this action is 1994 to 2003.

37. Pursuant to Ark. Code Ann. § 23-79-210, Cincinnati is potentially liable to Plaintiffs for the damages they incurred as a result of Pierce’s abuse and assaults during years in which the Cincinnati afforded liability insurance coverage to First Benton.

H. Church Mutual Insurance Company Foundation, Inc.

38. Church Mutual Insurance Company Foundation, Inc. (hereinafter “Church Mutual”) is registered as a non-stock corporation in Wisconsin in Lincoln County.

39. At all relevant times hereto, Church Mutual conducted business in the State of Arkansas.

40. Pursuant to Plaintiffs attempts to identify carriers that insured Religious Defendants, Church Mutual has been identified as an insurer for State, potentially during a time frame relevant to Plaintiffs’ claims.

41. As stated above and will be established below, the time frame relevant to this action is 1994 to 2003.

42. Pursuant to Ark. Code Ann. § 23-79-210, Church Mutual Insurance is potentially liable to Plaintiffs for the damages they incurred as a result of Pierce's abuse and assaults during years in which Church Mutual afforded liability insurance coverage to State.

I. DOE Insurance Carrier Corporations 1-100

43. DOE Insurance Carrier Corporations 1-100, their directors, officers, employees, agents, servants, representatives and/or volunteers are entities whose identities are unknown to Plaintiffs and are believed to have insured First Benton, Central, State, SBC, and EC.

44. The Cincinnati Insurance Company and Church Mutual Insurance Company have been identified by First Benton and State, respectively, as insurance carriers who afforded coverage to those Religious Defendants at some point, but they are not the only insurance carriers with potential liability for the damages complained of herein.

45. The relevant years of policy coverage at issue in this litigation are 1994 to 2003. The policy information provided by First Benton affords coverage to First Benton from November 1, 2003 through November 1, 2008. The insurance information provided by State is silent as to coverage years.

46. Plaintiffs have a good faith belief that additional insurance carriers exist for First Benton and State. Specifically, Plaintiffs reasonably believe there are additional insurance carriers and/or policies that afforded coverage to First Benton from 1994 to 2003. Additionally, with no coverage years provided by State, Plaintiffs reasonably believe there are additional insurance carriers and/or policies that afforded coverage to State from 1994 to 2003.

47. Additionally, as described above, Central, SBC, and EC have not provided Plaintiffs with the identities of their insurance carriers for the relevant time period. Thus, Plaintiffs are forced to name DOE insurance carriers in their place.

J. John Doe 1-100 Defendants

48. Defendants John Does 1-100 are fictitious names intended to represent additional persons or legal entities, which include, but are not limited to, civil corporations, decision-making entities, officials, and representatives/agents/employees, authorized to conduct business in the State of Arkansas, that may have caused the damages complained of herein. These “John Doe” entities cannot be identified at this time, but may identified through the course of discovery.

V. JURISDICTION AND VENUE

49. Plaintiffs hereby incorporate by reference all previous paragraphs as if fully set forth herein.

50. This Court has jurisdiction over the parties pursuant to Ark. Code Ann. §16-4-101(B).

51. SBC and EC maintain requisite minimum contacts with the State of Arkansas such that maintenance of this suit will not offend traditional notions of fair play and substantial justice. SBC and EC have purposefully availed themselves of the privilege of conducting activities within the State of Arkansas. Specifically, SBC and EC control and oversee approximately 1,500 churches in the State of Arkansas that are in friendly cooperation with SBC and the EC. Furthermore, SBC aids in the staffing of those churches.

52. At all relevant times SBC and EC were authorized to conduct business and conducted business in the State of Arkansas. SBC and EC functioned as a business by engaging

in numerous revenue-producing activities and soliciting money from its members in exchange for services in Saline County, Arkansas.

53. At all relevant times DOE Insurance Carrier Corporations 1-100, the Cincinnati Insurance Group, and Church Mutual Insurance Company Foundation, Inc. were authorized to conduct business by engaging in numerous marketing and revenue-producing activities by selling insurance products to organizations and/or individuals in the State of Arkansas.

54. DOE Insurance Carrier Corporations all conduct business in the State of Arkansas. These insurers conduct business by engaging in numerous marketing and revenue-producing activities by selling insurance products to organizations and/or individuals in the State of Arkansas.

55. This Court also has jurisdiction under Ark. Const., Art. 7, § 11, which confers jurisdiction onto the circuit courts in all civil cases.

56. Venue is proper pursuant to Ark. Code Ann. §§ 16-60-101(a)(1)(2)(A) and 16-60-101(e). Defendant State was registered in Pulaski County with its principal place of business in Little Rock, Arkansas, at the time the cause of action arose. Further, “[w]hen venue is proper as to one (1) defendant, it is also proper as to any other defendant with respect to all causes of action arising out of the same transaction or occurrence.” Ark. Code Ann. § 16-60-101(e). The causes of action herein arise from the same transactions and/or occurrences.

57. This action is not removable to federal court. Diversity of citizenship is absent: First Benton, Central, and State are citizens of the State of Arkansas. Additionally, Plaintiffs raise no federal claims. Removal, therefore, would be improper pursuant to 28 U.S.C. § 1442(b)(2).

V. STATUTE OF LIMITATIONS

58. Plaintiffs hereby incorporate by reference all prior and subsequent paragraphs above and below as if fully set forth herein.

59. Plaintiffs' claims are timely under Arkansas Act 1036, Justice for Vulnerable Victims of Sexual Abuse Act, codified at Ark. Code Ann. § 16-118-118. Pursuant to this law, "a cause of action arising before, on, or after July 28, 2021, that was barred or dismissed due to a statute of limitation, is revived, and the civil action may be commenced not earlier than six (6) months after and not later than thirty (30) months after July 28, 2021."

60. An Amendment to the Justice for Vulnerable Victims of Sexual Abuse Act, Arkansas Act 616 was passed in 2023 and became effective on August 1, 2023. Upon information and belief, the intent of the Arkansas legislature was to eliminate the statute of limitations prospectively and to extend the statute of limitations for retroactive claims an additional twenty-four (24) months to January 31, 2026.

V. FACTUAL ALLEGATIONS

61. Sexual abuse of church members at the hands of church pastors, employees, and agents is an issue that has confronted SBC and its member entities for decades.

62. In 2019, a series of articles published in the Houston Chronicle, along with a subsequent investigation conducted by Guidepost Solutions in 2022, cast a public spotlight on the rampant occurrences of sexual abuse and misconduct among SBC pastors, employees, and agents.

63. Though these publications were among the first publicly available reports of the magnitude of the situation facing SBC, internal documents made available within the Guidepost Solutions article definitively show that leaders in the highest positions within SBC were made

aware, on numerous and frequent occasions, of the severity of the instances of sexual abuse within their member entities.

64. Rather than taking action to protect the individual congregants being endangered and victimized by this culture of abuse, SBC leaders sought to protect the reputation of the organization by disclaiming any authority over the bad actors and ignoring the outcries for justice and reform, often going so far as to silence those speaking up against the egregious misconduct.

HEIRARCHY OF SBC, EC, STATE, CENTRAL, AND FIRST BENTON

65. The hierarchy of SBC is comprised of four levels, with SBC at the top, followed by state conventions, local conventions, and local churches. SBC oversees all of its member entities (a term to include all 41 state conventions, 1,110 local conventions, and 47,614 local churches).³

66. SBC member entities are said to be in “friendly cooperation” with the SBC. This term is defined in Article III of the SBC Constitution⁴, and is understood to mean that the member entities who are associated with SBC are in compliance with SBC-mandated policy.

³ *Fast Facts: General Information*, Southern Baptist Convention Website, <https://www.sbc.net/about/what-we-do/fast-facts/>

⁴ “The Convention will only deem a church to be in friendly cooperation with the Convention, and sympathetic with its purposes and work (i.e., a “cooperating” church as that term is used in the Convention’s governing documents) which: (1) Has a faith and practice which closely identifies with the Convention’s adopted statement of faith (By way of example, churches which act to affirm, approve, or endorse homosexual behavior would be deemed not to be in cooperation with the Convention). (2) Has formally approved its intention to cooperate with the Southern Baptist Convention (By way of example, the regular filing of the annual report requested by the Convention would be one indication of such cooperation). (3) Has made undesignated, financial contribution(s) through the Cooperative Program, and/or through the Convention’s Executive Committee for Convention cause, and/or any Convention entity during the fiscal year preceding. (4) Does not act in a manner inconsistent with the Convention’s beliefs regarding sexual abuse. (5) Does not act to affirm, approve, or endorse discriminatory behavior on the basis of ethnicity.” SBC Const. art. III.

67. Notably, Article III, Section 1(4) of the SBC Constitution mandates that churches in friendly cooperation with the SBC “not act in a manner inconsistent with the Convention’s beliefs regarding sexual abuse.”

68. SBC has repeatedly held firm in the stance that its member entities are connected through an affiliation in which SBC itself has no authority or control over its member entities. This is a false narrative intended to absolve itself of any liability associated with its failure to act as a reasonable agent, employee, principal, and/or parent entity of its member entities.

69. As is evidenced by SBC’s ability and decision to disfellowship member churches who do not align with SBC’s policies, including the above-referenced SBC Constitutional mandate that its members act in a manner consistent with SBC’s beliefs regarding sexual abuse, SBC does, in fact, exert authority and control over its member entities.

70. The concept of “friendly cooperation,” therefore, is a mechanism by which SBC attempts to disguise its authority and control as an autonomous affiliation. Attempting to set a public record that SBC enjoys no control or authority over its member entities is meaningless when the operation of the relationship clearly demonstrates otherwise.

71. SBC is under the direction, on a broad level, of Messengers. Messengers are representatives of SBC’s member churches (churches that are in friendly cooperation with SBC).

72. SBC Member churches are allowed to send up to twelve Messengers to SBC’s yearly Convention held each June. The annual Convention meeting is a day-two event held in various cities throughout the United States.

73. At each annual Convention meeting, Messengers are called upon to vote on individuals to fill leadership positions, by-laws amendments, resolutions, and annual budgets, among other tasks.

74. At each annual Convention meeting, Messengers in attendance vote to elect a President, First Vice President, Second Vice President, Recording Secretary, and Registration Secretary.

75. The President of the SBC is the head of the Convention. Presidents are elected to one-year terms and may not serve more than two consecutive years.

76. At each annual Convention meeting, Messengers also vote to elect individuals to other leadership committees within SBC, including the Executive Committee.

77. The Executive Committee manages SBC on a more microscopic level, handling daily operations. On SBC's website, the Executive Committee is described as existing "to act for the Southern Baptist Convention ad interim, or between sessions. It reviews the work of the Convention's entities."⁵

78. The Executive Committee, comprised of approximately thirty staff and eighty-six additional representatives called Trustees, meets once a quarter (with meetings in February, June, and September).

79. As stated above, SBC, controlled by its Messenger-elected officers and Executive Committee, is at the top of the hierarchy of SBC entities. In this position, SBC establishes the doctrine and policies that the member entities (to include state conventions, local conventions, and local churches) must abide by to continue their "friendly cooperation."

80. State conventions are the state-level entities of the SBC hierarchy. The SBC has forty-one affiliated state conventions, one of which is Arkansas Baptist State Convention.

⁵ *Executive Committee*, Southern Baptist Convention Website, <https://www.sbc.net/about/what-we-do/sbc-entities/executive-committee/>

81. State utilizes a similar leadership structure to that of the SBC. Approximately 93 Trustees oversee State, along with additional Trustees over specific committees. The Trustees are led by an Executive Director, a President, a First Vice President and a Second Vice President.

82. As of 2022, State was comprised of approximately 1,467 local churches with approximately 391,595 members.

83. The Baptist Faith and Message (the statement of faith of the SBC) is included in State's 2022 Annual report, affirming State's adherence to all policies and belief systems laid out and adopted by SBC.

84. State is comprised of six agencies/institutions which are funded by the Cooperative Program. Those agencies are: the Executive Board, Arkansas Baptist Children & Family Ministries, Arkansas Baptist Foundation, Camp Siloam, Ouachita Baptist University, and Willaims Baptist University.

85. In 2022, State received approximately \$21,394,507⁶ in donations from its local churches, given with the designation that it be used for the Cooperative Program. Of that amount, First Benton's financial contributions accounted for approximately \$401,841⁷.

86. For the past three decades, State has forwarded approximately 40-46% of the money it receives into its Cooperative Program onto SBC.

87. The Cooperative Program is described in State's annual report⁸ as a mission that began in 1925. It is the unified budget plan adopted by SBC.⁹ The Cooperative Program supports out-of-state missions in three ways: (1) Giving to the SBC budget though planned budget giving;

⁶ *Arkansas Baptist State Convention Annual Report 2022*, Arkansas Baptist State Convention Website, 107, <https://www.absc.org/files/uploads/2022Annual.pdf>.

⁷ Id. at 126.

⁸ Id. at 81.

⁹ *Colleges and Universities*, Southern Baptist Convention Website, <https://www.sbc.net/resources/directories/colleges-and-universities/>

(2) promotion and administration of the Cooperative Program to increase giving to missions through the Cooperative Program, and (3) working to connect Arkansas Baptists directly to SBC mission strategies.

88. There is a clear financial relationship that binds SBC, EC, State, and First Benton. First Benton makes financial contributions to State (\$401,841 in 2022) and State, in turn, makes financial contributions to SBC (\$9,461,354 in 2021, the most recent year a financial statement is available on SBC's website).

89. Local conventions comprise the next level in the SBC hierarchy, i.e., Central, serving as regional Conventions under the umbrella of each state convention. SBC has approximately 1,161 local conventions under its purview.

90. There are approximately forty-two local conventions affiliated with State, one of which is Central Baptist Association.

91. Local conventions such as Central are in place to serve as a networking device for churches within the same community.

92. Additionally, local conventions assist local churches in their basic needs, such as filling vacancies. For example, if a pastor is unable to participate in church services on a given Sunday, the local church is able to call on the local convention who will assist in finding a replacement for the week(s) the pastor will be unavailable.

93. Central has approximately fifty-five local churches within its purview, one of which being First Benton.

94. The most singular level of the SBC hierarchy is the local church. Upon information and belief, there are approximately 47,000 local churches under the purview of SBC, one of which is First Baptist Church, Benton, Arkansas.

95. First Benton is a local church within the jurisdiction and purview of Central, State, and SBC.

96. First Benton reported approximately 2,207 members in 2022.

97. SBC, EC, State, and Central exercise authority and control over their local member churches, including First Benton.

98. When a local church acts outside of SBC polity, the local church is disfellowshipped from membership in SBC.

99. As recently as June 2023, SBC affirmed its decision to disfellowship two local churches, Saddleback Church and Fern Creek Baptist Church, on the sole basis that each had female pastors on staff. SBC policy dictates that, based on their interpretation of the Bible, “only qualified men can serve as pastors.”¹⁰ As such, Saddleback Church and Fern Creek Baptist Church were dismissed from membership for their noncompliance with SBC polity.

100. In 2021, SBC disfellowshipped two more local churches, St. Matthews Baptist Church and Towne View Baptist Church, on the basis of their inclusive approach to membership of individual congregants who identify as LGBTQ+. This expulsion was allowed because the Baptist Faith and Message dictates that “Christians should oppose...homosexuality.”¹¹

101. It is apparent that SBC has the authority and control to dismiss (or “disfellowship”) local churches from participation in the SBC when those local churches do not follow very specific instructions laid out in SBC governing documents.

102. Since SBC has authority and control, it also has the obligation to support its member entities with clear policies on sexual abuse and misconduct, training on how to detect abuse, and resources for those who have experienced the sexual abuse within its entities.

¹⁰ *Baptist Faith and Message 2000*, Southern Baptist Convention Website, <https://bfm.sbc.net/bfm2000/>

¹¹ *id.*

103. SBC, State, and Central accept financial contributions from, require adherence to policies from, and have the ability to disfellowship their local churches. It simply cannot be said that these Defendants do not express authority or control over local churches such as First Benton.

104. As will be established below, SBC, EC, State, Central, and First Benton all knew, or in the reasonable exercise of due care, knew or should have known, that the matters of hiring, supervision, and retention of their pastors, employees, and agents, including Pierce, were of the utmost importance due to the prevalence of pastors, employees, and agents abusing their positions of power over vulnerable congregants at member churches, including Plaintiffs.

HISTORY OF SEXUAL ABUSE WITHIN SBC AND ITS MEMBER ENTITIES

105. As the governing entity of its member entities, SBC has repeatedly been put on notice that a sexual abuse crisis was occurring within its bounds. SBC has consistently failed to acknowledge its responsibility to address the issue, or to impose procedures or safeguards to protect its individual members. Moreover, SBC has taken a hardline stance that it has no duty whatsoever to establish policies that would enable survivors of abuse to come forward, or to prevent the continued proliferation of the issue.

106. By undertaking the responsibility of overseeing its member entities, which it indisputably does, regardless of the empty denials it posits, and subsequently failing to intervene in a situation as dire as the prevalence of sexual abuse among its member churches, SBC exhibits reckless behavior that unreasonably endangers individuals, including Plaintiffs when they were minors, who were entrusted to its care.

107. SBC has known about the prevalence of sexual abuse within its member entities for decades, but has only recently taken any affirmative steps to begin addressing the issue.

108. In February of 2019, the Houston Chronicle published the first of six articles in a series focused on sexual abuse within SBC. Ten SBC local churches were identified in the Chronicle’s series as having been involved in sexual abuse.

109. The Houston Chronicle’s series further found that 380 SBC leaders/volunteers were accused of sexual misconduct over the past 20 years. Those allegations accounted for more than 700 survivors of the abuse.¹²

110. In May of 2022, Guidepost Solutions issued a report after an independent investigation of SBC’s response to sexual abuse allegations. That report begins:

“For almost two decades, survivors of abuse and other concerned Southern Baptists have been contacting the Southern Baptist Convention (“SBC”) Executive Committee (“EC”) to report child molesters and other abusers who were in the pulpit or employed as church staff. They made phone calls, mailed letters, sent emails, appeared at SBC and EC meetings, held rallies, and contacted the press... only to be met, time and time again, with resistance, stonewalling, and even outright hostility from some within the EC... [S]urvivors and others who reported abuse were ignored, disbelieved, or met with the constant refrain that the SBC could take no action due to its polity regarding church autonomy – even if it meant that convicted molesters continued in ministry with no notice or warning to their current church or congregation.”¹³

111. The damning report detailed decades of instances of a pastor within SBC committing egregious sexual abuse or misconduct, a survivor or someone else reporting the abuse or misconduct, and the SBC intentionally choosing to ignore it.

¹² *The Southern Baptist Convention Executive Committee’s Response to Sexual Abuse Allegations and an Audit of the Procedures and Actions of the Credentials Committee*, Guidepost Solutions, 78 (May 15, 2022), <https://www.documentcloud.org/documents/22031737-final-guidepost-solutions-independent-investigation-report>.

¹³ *The Southern Baptist Convention Executive Committee’s Response to Sexual Abuse Allegations and an Audit of the Procedures and Actions of the Credentials Committee*, Guidepost Solutions, 3 (May 15, 2022), <https://www.documentcloud.org/documents/22031737-final-guidepost-solutions-independent-investigation-report>.

112. Senior EC members and outside counsel discussed receipt of abuse reports, and made calculated decisions to not inquire further into any of them. Instead of prioritizing the protection of their congregants, these senior EC members withheld information from the SBC at large (specifically, the Trustees and Messengers) in an effort to silence the reports in hopes they would vanish without a public scene. The protection has always been of SBC's reputation, rather than its individual members.

113. In January 2007, an SBC staff member presented then-SBC General Counsel D. August Boto (hereinafter "Boto") with a list of alleged perpetrators of sexual abuse within the SBC. Boto's response was to treat the list as if it was "newspaper clipping stuffed in a drawer¹⁴".

114. Neither Boto, nor anyone else in a position of leadership within the Executive Committee chose to do anything more with the beginning of a data of credibly accused pastors within the SBC.

115. Numerous other reports were made to senior EC members and outside counsel to the SBC of sexual abuses ongoing within SBC. Pleas were made for intervention and for resources to detect, report, and condemn sexual assault within the SBC. All of these reports and pleas were dismissed without action.

116. This is true despite the fact that some state conventions had reportedly already begun keeping track of pastors, agents, and other employees of SBC member entities in an effort to prohibit serial offenders from continuing to assignment-hop.

¹⁴ *The Southern Baptist Convention Executive Committee's Response to Sexual Abuse Allegations and an Audit of the Procedures and Actions of the Credentials Committee*, Guidepost Solutions, 67 (May 15, 2022), <https://www.documentcloud.org/documents/22031737-final-guidepost-solutions-independent-investigation-report>.

RELIGIOUS DEFENDANTS' DUTIES

117. Religious Defendants each had a duty to educate, investigate, train, and supervise the pastors, employees, and agents of their member entities, including First Benton. This was a fiduciary duty created by the nature of their relationship.

118. Instead of fulfilling those duties, Religious Defendants, by their actions and inactions, all contributed to the lack of supervision or discipline that was exhibited towards Pierce at all relevant times herein.

119. SBC Executive Committee leaders intentionally chose to not establish a publicly-available database of credibly-accused pastors in the SBC. This is true even though some state conventions already utilized such databases, and multiple people expressed a desire for SBC to create one large nationwide database. This would ensure that multiple databases did not have to be checked, and that those states without their own databases would not be ripe for serial abusers to continue without detection.

120. Executive Committee leaders chose to withhold the database of abusers that was made available to them, when they could have verified the names and created a nationwide database of SBC abusers.

121. After the publication of the Guidestone Solutions investigation, SBC released the secret list of accused sexual abusers within SBC. The release of the secret list came after the list's existence was made public and public outcry demanded its publication. Even still, the list is heavily redacted.

122. Religious Defendants each have an ongoing duty to provide their pastors, employees, and agents with knowledge, training, and supervision to prevent sexual abuse and misconduct within their member entities.

123. The actions and failures to act of SBC, State, Central, and First Benton all worked in unison to create a culture of sexual abuse and misconduct which directly resulted in the sexual abuse, sexual contact, and sexually explicit conduct of Plaintiffs.

David Kent Pierce

124. David Kent Pierce was employed by and served as an agent of First Benton for 29 years before his employment with First Benton was terminated on April 24, 2009.

125. Prior to his termination, Pierce served as the music minister at First Benton. Along with that role, Pierce was the director of the youth choir at First Benton.

126. Pierce's termination followed immediately after Pierce was arrested on allegations of sexual indecency with a child.

127. Pierce was subsequently faced with numerous counts of sexual indecency with a child. He took a plea and was sentenced to ten years in prison. His sentence also included additional probation time.

128. First Benton's pastor, Rick Grant, cited "serious moral failures" as the reason for Pierce's termination at the Sunday church service following Pierce's termination.

129. Upon information and belief, Pierce's sexual abuse, sexual contact, and explicit sexual conduct was a rampant issue among minor male members of the First Benton youth choir.

130. Upon information and belief, photographs of numerous minor boys in their underwear were found in Pierce's desk in his office at First Benton.

131. Upon information and belief, Pierce watched pornographic videos on his computer in his office at First Benton on numerous and frequent occasions. Further, Pierce exposed minor boys to pornographic videos on his computer in his office at First Benton.

132. Upon information and belief, Pierce's notebook, which was stored in his office at First Benton, contained decades worth of minor youth choir members' names and genital measurements.

133. Upon information and belief, Pierce forced minors under his care, custody, and control to masturbate, while Pierce watched, in his office at First Benton, in the bell tower at First Benton, at a lake near Benton, Arkansas, and at Pierce's home.

AWKO DOE 47

134. AWKO DOE 47 first met Pierce in approximately 1994. Pierce hosted a meeting for incoming eighth grade students in First Benton's youth ministry who were interested in joining the church's youth choir.

135. After this meeting, AWKO DOE 47 joined the youth choir led by Pierce. AWKO DOE 47 was a member of the youth choir from eighth through twelfth grades.

136. Pierce began grooming and engaging in inappropriate and sexually explicit conduct toward AWKO DOE 47 within a few months of their initial choir meeting in approximately 1994. Pierce explained this grooming and sexually explicit conduct as him being tasked with holding AWKO DOE 47 accountable for "the four S's," which Pierce defined as scholastic, social, spiritual, and sexual. Pierce began questioning AWKO DOE 47 about his masturbation habits, his romantic relationships, and the intimate details of his romantic encounters.

137. Pierce's sexual abuse of AWKO DOE 47 progressed with time. Pierce escalated his abuse to physical contact with AWKO DOE 47's genitals. On numerous, frequent, and long-standing occasions in Pierce's office at First Benton or the bell tower at First Benton, Pierce would measure the size AWKO DOE 47's penis and record his measurements in a notebook.

Pierce would also instruct AWKO DOE 47 to masturbate himself to ejaculation in front of Pierce while Pierce ogled and masturbated himself to ejaculation.

138. Pierce also took AWKO DOE 47 on numerous fishing trips at Saline River where Pierce instructed AWKO DOE 47 to masturbate in front of Pierce while Pierce ogled and masturbated himself. On several occasions, Pierce brought other boys on these fishing trips, and instructed all of the boys, including AWKO DOE 47, to masturbate together. Pierce, as the music minister and choir director for First Benton, tied these masturbation fishing trips to the church by calling the various areas by the river he used for masturbation “Goober Heaven.”

139. In approximately 2000, Pierce escalated the abuse even further by having AWKO DOE 47 insert his penis into a silicone “vagina” while Piece held the device in his hands. Pierce further instructed AWKO DOE 47 to have sexual intercourse and ejaculate into the silicone vagina while Pierce ogled and masturbated himself to ejaculation.

140. In approximately November 2008, AWKO DOE 47 reported the sexual abuse by Pierce to Rick Grant (hereinafter “Grant”), then pastor at First Benton.

141. Instead of reporting Pierce’s crimes to law enforcement and firing Pierce, Grant suggested that Pierce apologize to each victim in order to maintain his employment with First Benton.

142. Approximately two weeks after AWKO DOE 47 reported the abuse, Grant requested that AWKO DOE 47 meet with him and Pierce together. In that meeting, Pierce explained that he had experienced a “rough patch” when he abused AWKO DOE 47 and other victims. Pierce also presented AWKO DOE 47 with an excerpt from a devotional book on the topic of forgiveness and invited AWKO DOE 47 to have lunch with him in the future.

143. After this meeting, Pierce maintained his position as music minister and choir director at First Benton.

AWKO DOE 48

144. AWKO DOE 48 first met Pierce in approximately 1994 when AWKO DOE 48 was fourteen years old at an information session at First Benton to join the youth choir.

145. Pierce began engaging in inappropriate and sexually explicit conduct towards AWKO DOE 48 shortly after their initial meeting. During a voice coaching session, Pierce reached into AWKO DOE 48's pants and touched his genitals. Pierce told AWKO DOE 48 he was showing him how to "sing from his diaphragm."

146. Although AWKO DOE 48 felt that his music minister and choir director reaching into his pants was not normal or right, he was convinced by Pierce's position at the church and within the youth choir that Pierce was a trusted authority figure who would not do anything harmful to AWKO DOE 48.

147. Pierce's sexual abuse of AWKO DOE 48 progressed with time. On numerous, frequent, and long-standing occasions in Pierce's office at First Benton or the bell tower at First Benton, Pierce would measure the size AWKO DOE 48's penis and record his measurements in a notebook. During the measurements, Pierce would ask AWKO DOE 48 sexually explicit questions about masturbation. Pierce would also instruct AWKO DOE 48 to masturbate himself in front of Pierce while Pierce ogled and masturbated himself.

148. Pierce also took AWKO DOE 48 on numerous fishing trips at Saline River where Pierce instructed AWKO DOE 48 to masturbate in front of Pierce while Pierce ogled and masturbated himself. Pierce, as the music minister and choir director for First Benton, tied these masturbation fishing trips to the church by calling the various areas by the river he used for

masturbation “Goober Heaven.” On occasion, Pierce brought beer on these masturbation fishing trips.

149. Pierce also showed AWKO DOE 48 pornographic videos on numerous and frequent occasions.

150. In approximately 2002, when AWKO DOE 48, Pierce took AWKO DOE 48 to a store to purchase a synthetic vagina. Pierce brought AWKO DOE 48 to Pierce’s home and instructed AWKO DOE 48 to perform sexual intercourse on the synthetic vagina while Pierce watched.

VI. CAUSES OF ACTION

COUNT ONE – VIOLATION OF THE JUSTICE FOR VULNERABLE VICTIMS OF SEXUAL ABUSE ACT, ARK. CODE ANN. § 16-118-118 (against All Defendants)

151. Plaintiffs hereby incorporate by reference all prior and subsequent paragraphs as if fully set forth herein.

152. During the time that Pierce was working for and serving Religious Defendants, he committed “sexual abuse” of Plaintiffs as defined by the Justice for Vulnerable Victims of Sexual Abuse Act, Ark. Code Ann. § 16-118-118.

153. Each Religious Defendant negligently permitted and/or acquiesced in the sexual abuse of Plaintiffs by Pierce in violation of the Arkansas Justice for Vulnerable Victims of Sexual Abuse Act.

154. The Religious Defendants’ actions constitute negligence and indifference to Plaintiffs’ rights and safety.

155. At all relevant times Pierce was an employee and/or agent of Religious Defendants acting within the scope of his employment and/or agency. As such, in addition to

being directly liable under this cause of action, the Defendants are vicariously liable for the torts committed by Pierce under the doctrine of *respondeat superior*.

156. As a direct and proximate result of the acts and omissions of each Defendant, Plaintiffs suffered and will continue to suffer physically, emotionally, and otherwise.

157. As insurers for Religious Defendants during the relevant time periods, Cincinnati Insurance Company, Church Mutual Insurance, Company, and DOE Insurance Carrier Corporations are liable for Plaintiffs' damages resulting from the sexual abuse they suffered at First Benton.

158. **WHEREFORE**, Plaintiffs demand judgment against the Defendants for damages in an amount sufficient to compensate them for their compensatory damages, for both physical and emotional pain and suffering, for punitive damage, for costs of suit, attorney fees, and for such other relief as the Court finds equitable and just.

COUNT TWO – NEGLIGENCE (against All Defendants)

159. Plaintiffs hereby incorporate by reference all prior and subsequent paragraphs as if fully set forth herein.

160. Religious Defendants had a duty to take reasonable steps to protect Plaintiffs, who were minors in First Benton's youth choir program, from foreseeable harm when they were in Defendant's care, custody, and control.

161. At all relevant times herein, Religious Defendants had a duty to provide the care and attention reasonably required by the children in their youth programs, including the youth choir program.

162. At all relevant times herein, Religious Defendants employed and assigned Pierce as the music minister and youth choir director at First Benton.

163. At all relevant times herein, Pierce was an agent of Religious Defendants as the

music minister and youth choir director for First Benton.

164. At all relevant times, Pierce remained under the direct supervision, employ, and control of Religious Defendants.

165. At all relevant times, Religious Defendants placed Pierce in positions where he had access to and worked with children as an integral part of his employment, including Plaintiffs.

166. At all relevant times, Religious Defendants held Pierce out as a qualified Baptist music minister and choir director assigned to First Benton and directed Pierce to undertake the spiritual and emotional guidance of Plaintiffs while Plaintiffs were under the custody, care, and control of Religious Defendants.

167. Before Plaintiffs were sexually abused by Pierce, Religious Defendants knew or should have known of material facts regarding Pierce's sexual misconduct, impulses, and behavior, but failed to act on that knowledge and exposed minor Plaintiffs to Pierce, thereby increasing the likelihood that Plaintiffs would be harmed.

168. Despite clear indications of danger, Religious Defendants took no steps to discover the specific nature of Pierce's problems or to determine whether he was fit to work with children, or to protect children from him, thereby increasing the likelihood that Plaintiffs would be harmed.

169. Religious Defendants allowed Pierce to have unsupervised and unlimited access to minor children on the premises of First Benton while Pierce remained under the direct supervision, employ, and control of Religious Defendants.

170. Religious Defendants owed Plaintiffs a duty of reasonable care because they assumed duties owed to Plaintiffs and had superior knowledge about the risk that Pierce posed to

Plaintiffs, the risk of abuse in general in their programs, and/or the risks that their facilities posed to minor children.

171. At all relevant times herein, Religious Defendants and their pastors, agents, and employees had a duty to monitor the welfare of the minors participating in its youth programs, including the youth choir, and to report any suspected abuse of children to the appropriate authorities.

172. At the time Religious Defendants employed Pierce, Religious Defendants knew or should have known that Pierce was exhibiting dangerous behaviors with children.

173. Religious Defendants and their agents, including Pierce, exercised a direct role over Plaintiffs. Accordingly, Plaintiffs placed trust in Religious Defendants so that Religious Defendants and their agents gained superiority, influence, and control over Plaintiffs.

174. Religious Defendants entered into a special relationship with Plaintiffs and their families by holding Pierce out as safe to work with children.

175. By undertaking the custody, supervision of, and care of the minor and vulnerable Plaintiffs, Religious Defendants held a position of empowerment and authority over Plaintiffs.

176. Religious Defendants knew that Baptist pastors, employees, and agents were sexually abusing minors.

177. Religious Defendants knew the risk of sexual abuse of minors by Baptist pastors, employees, and agents assigned to their churches.

178. Religious Defendants knew the risk of sexual abuse of minors by pastors, employees, and agents working on the premises of First Benton.

179. Religious Defendants knew or should have known that some of the pastors, agents, and employees working on the premises of First Benton were not safe for children. At

the very least, Religious Defendants knew or should have known that they did not have sufficient information about whether or not their leaders, religious officials, and people working on the premises of First Benton were safe to be around children.

180. Religious Defendants knew or should have known that there was a risk of child sex abuse for children left alone with pastors, agents, and employees. At the very least, Defendants knew or should have known that they did not have sufficient information about whether or not there was a risk of child sex abuse for children being left alone with a pastor, agent, and/or employee.

181. Religious Defendants knew or should have known that there was a risk of child sex abuse for children participating in youth programs and activities within First Benton. At the very least, Religious Defendants knew or should have known that they did not have sufficient information about whether or not there was a risk of child sex abuse for children participating in youth programs and activities within First Benton.

182. Religious Defendants knew or should have known that they had other agents who had sexually molested children.

183. Religious Defendants knew or should have known that child molesters have a high rate of recidivism.

184. Religious Defendants knew or should have known that there was a specific danger of child sex abuse for children participating in First Benton's youth programs.

185. At all times material, Religious Defendants controlled the premises where Pierce performed as a music minister and choir director.

186. Religious Defendants held their leaders and agents out as people of high morals and possessing immense power, teaching families and children to obey these leaders and agents,

teaching families and children to respect and revere these leaders and agents, and holding out the people that worked in First Benton as safe for children/youth.

187. Religious Defendants, by holding themselves out as able to provide a safe environment for children, solicited and/or accepted this position of empowerment. This empowerment prevented Plaintiffs from effectively protecting themselves. Religious Defendants thus entered into a special relationship with Plaintiffs.

188. By holding themselves out as safe, moral, and trusted institutions to Plaintiffs' parents, Religious Defendants induced Plaintiffs' parents to entrust their children to Religious Defendants, and thereby deprived Plaintiffs of the protection of their families.

189. Religious Defendants had the duty to protect the moral purity of Plaintiffs and other minor children within First Benton.

190. Religious Defendants owed Plaintiffs a duty of reasonable care because they assumed that duty and because they solicited youth and parents for participation in their youth programs, including Plaintiffs.

191. Religious Defendants owed Plaintiffs a duty of reasonable care because they undertook custody of minor children, including Plaintiffs.

192. Religious Defendants owed Plaintiffs a duty of reasonable care because they promoted their facilities and programs as being safe for children.

193. Religious Defendants owed Plaintiffs a duty of reasonable care because they held out their agents, including Pierce, as safe to work with children.

194. Religious Defendants owed Plaintiffs a duty of reasonable care because they encouraged parents and children to spend time with their agents and/or encouraged their agents, including Pierce, to spend time with, interact with, and recruit children, including Plaintiffs.

195. Religious Defendants had a duty to Plaintiffs to protect them from harm because Religious Defendants' actions created a foreseeable risk of harm to Plaintiffs.

196. Religious Defendants knew, or in the exercise of reasonable care, should have known, that Pierce presented an unreasonable risk of harm to Plaintiffs.

197. At all relevant times, Pierce's sexual abuse of Plaintiffs was foreseeable. Under Arkansas law, the foreseeability of Pierce's misconduct imposes a duty on Religious Defendants to protect vulnerable third parties from their employee/agent's abuse, even if their employee/agent is acting outside the scope of his employment duties.

198. The foreseeability need not be of the specific harm that occurs, but rather a heightened risk of harm is sufficient to impose a duty on Religious Defendants to protect minor congregants from Pierce's misconduct.

199. Upon information and belief, many other minors experienced similar abuse as the Plaintiffs described in this Complaint, and the Religious Defendants knew or should have known that Pierce was dangerous to children due to prevalence of Pierce's misconduct.

200. Religious Defendants failed to utilize reasonable child abuse prevention policies.

201. Pursuant to the Arkansas Child Maltreatment Act, Religious Defendants and their pastors, agents, and employees were mandatory reporters at the time of the abuses described herein.

202. Religious Defendants and their pastors, agents, and employees failed to report reasonable suspicions of child maltreatment.

203. Religious Defendants failed to report a known danger to the appropriate authorities, as required by mandatory reporters such as pastors.

204. Religious Defendants failed to adequately investigate Pierce's sexual misconduct

or to supervise minors participating in Pierce's youth choir.

205. Religious Defendants failed to remove Pierce from his position of exposure to minor choir members such as Plaintiffs.

206. Religious Defendants failed to install and enforce policies and procedures surrounding the interactions of adult pastors/agents/employees and minor congregants.

207. Religious Defendants failed to warn minor Plaintiffs or their parents of a known danger.

208. Religious Defendants failed to implement any meaningful training or educational programs that would help its pastors and staff detect, prevent, and combat incidents of childhood sexual abuse.

209. Each Religious Defendant breached the foregoing duties by failing to use reasonable care to protect Plaintiffs from Pierce, which allowed him to groom and to sexually abuse Plaintiffs.

210. Religious Defendants breached their duties by exposing Plaintiffs to a known pedophile.

211. Religious Defendants breached their duties by exposing Plaintiffs to Pierce, an agent of Religious Defendants, whom Defendants knew or should have known was a pedophile.

212. Religious Defendants breached their duties by maintaining Pierce in a position of authority over children.

213. Religious Defendants breached their duties by exposing Pierce to children.

214. Religious Defendants breached their duties by leaving Pierce alone with children unsupervised.

215. Religious Defendants breached their duties by inducing Plaintiffs and their

parents to entrust Plaintiffs to Pierce.

216. Religious Defendants breached their duties by failing to follow policies and procedures designed to prevent child sex abuse and/or failing to implement sufficient policies and procedures to prevent child sex abuse.

217. Religious Defendants breached their duties by failing to take reasonable measures to make sure that policies and procedures to prevent child sex abuse were effective.

218. Religious Defendants breached their duties by failing to adequately inform and warn families and children of the known risks of child sex abuse within First Benton.

219. Religious Defendants breached their duties by holding out their employees and agents, including Pierce, as safe for children to be with.

220. Religious Defendants breached their duties by failing to investigate risks of child molestation.

221. Religious Defendants breached their duties by failing to have any outside agency test their safety procedures.

222. Religious Defendants breached their duties by failing to protect the children in their programs from child sex abuse; failing to adhere to the applicable standard of care for child safety.

223. Religious Defendants breached their duties by failing to investigate the amount and type of information necessary to represent the institutions, programs, and leaders and people as safe.

224. Religious Defendants breached their duties by failing to respond to and/or investigate information of improper conduct of employees or agents with children, including Pierce.

225. Religious Defendants breached their duty to use ordinary care in determining whether their facilities were safe and/or to determine whether they had sufficient information to represent their facilities as safe.

226. Religious Defendants breached their duty of care by maintaining a dangerous condition on the premises of their facilities (i.e. a youth choir director who Religious Defendants knew or should have known posed a risk of pedophile harm to children).

227. Religious Defendants breached their duty of care by holding out their facilities and churches as safe and moral places to shelter children, which they were not.

228. Religious Defendants breached their duties to Plaintiffs by holding out their agents, including Pierce, as safe, moral, and trustworthy people and by failing to warn and inform Plaintiffs and their families of the risk that Pierce posed and the known risks of child sexual abuse by religious officials in general.

229. Religious Defendants breached their duties to Plaintiffs by failing to warn Plaintiffs about the knowledge Religious Defendants had about child sex abuse perpetrated by their agents.

230. Religious Defendants breached their duties to Plaintiffs by failing to warn Plaintiffs about the knowledge Religious Defendants had about child sex abuse perpetrated by Pierce.

231. Religious Defendants breached their duties to Plaintiffs by failing to report Pierce's abuse of children to the police and law enforcement.

232. Religious Defendants made negligent representations to Plaintiffs and their families. Plaintiffs and/or their families relied upon these representations, which resulted in Plaintiffs being put in vulnerable situations with Pierce who sexually abused them.

233. Pierce relied on Religious Defendants' assertions that he was safe and trustworthy, which was implied by the nature of his employment as music minister, youth choir director, and religious authority. Pierce used these assertions to gain the trust and submission of Plaintiffs.

234. No parent of ordinary prudence in comparable circumstances would have allowed Plaintiffs to be under the supervision of, or in the care, custody, or control of, First Benton or Pierce if Religious Defendants had disclosed to Plaintiffs or their parents that Pierce was not safe and was not trustworthy, and that he in fact posed a danger to Plaintiffs in that Pierce was likely to sexually abuse them.

235. As a result of these failures and breaches of duties, Pierce sexually abused, sexually contacted, and engaged in sexually explicit conduct with Plaintiffs.

236. In breaching their duties, Religious Defendants created a foreseeable risk that Plaintiffs would be sexually abused, sexually contact, engaged in sexually explicit conduct, degraded, and humiliated by Pierce.

237. As a direct and proximate result of the acts and omissions of each Religious Defendant, Plaintiffs suffered and will continue to suffer physically, emotionally, and otherwise.

238. As insurers for Religious Defendants during the relevant time periods, Cincinnati Insurance, Church Mutual, Company, and DOE Insurance Carrier Corporations are liable for Plaintiffs' damages resulting from the sexual abuse they suffered at First Benton.

239. **WHEREFORE**, Plaintiffs demand judgment against the Defendants for damages in an amount sufficient to compensate them for their compensatory damages, for both physical and emotional pain and suffering, for punitive damage, for costs of suit, attorney fees, and for such other relief as the Court finds equitable and just.

COUNT THREE – NEGLIGENT HIRING (against All Defendants)

240. Plaintiffs hereby incorporate by reference all prior and subsequent paragraphs as if fully set forth herein.

241. At all relevant times, Religious Defendants had the power to hire appoint, train, supervise, monitor, remove, and terminate each and every person working with children within First Benton, including Pierce.

242. At the time Religious Defendants employed Pierce, Religious Defendants knew or should have known that Pierce was exhibiting dangerous behaviors with children.

243. Religious Defendants knew or should have known that Pierce was unfit for a position of trust and confidence as music minister and youth choir director when they hired him and continued to employ him because it would allow him unsupervised access to vulnerable minors such as Plaintiffs.

244. For the foregoing reasons stated herein, Religious Defendants breached their duties to Plaintiffs by hiring Pierce.

245. In breaching their duties, Religious Defendants created a foreseeable risk that Plaintiffs would be sexually abused, sexually contact, engaged in sexually explicit conduct, degraded, and humiliated by Pierce.

246. As a result of these failures and breaches of duties, Pierce sexually abused, sexually contacted, and engaged in sexually explicit conduct with Plaintiffs.

247. As a direct and proximate result of the acts and omissions of each Religious Defendant, Plaintiffs suffered and will continue to suffer physically, emotionally, and otherwise.

248. As insurers for Religious Defendants during the relevant time periods, Cincinnati Insurance Company, Church Mutual Insurance, Company, and DOE Insurance Carrier

Corporations are liable for Plaintiffs' damages resulting from the sexual abuse they suffered at First Benton.

249. **WHEREFORE**, Plaintiffs demand judgment against the Defendants for damages in an amount sufficient to compensate them for their compensatory damages, for both physical and emotional pain and suffering, for punitive damage, for costs of suit, attorney fees, and for such other relief as the Court finds equitable and just.

COUNT FOUR – NEGLIGENT TRAINING AND SUPERVISION (against All Defendants)

250. Plaintiffs hereby incorporate by reference all prior and subsequent paragraphs as if fully set forth herein.

251. At all relevant times herein, Religious Defendants had the power to appoint, train, supervise, monitor, remove, and terminate each and every person working with children within First Benton, including Pierce.

252. At all relevant times, Religious Defendants supervised, or had a duty to supervise, Pierce.

253. Religious Defendants allowed Pierce to have unsupervised and unlimited access to minor children on the premises of First Benton school while Pierce remained under the direct supervision, employ, and control of Religious Defendants.

254. While Pierce was working for and serving Religious Defendants, Religious Defendants had a duty to use reasonable care to prevent Pierce from using the tasks, premises, and instrumentalities of his position with each Defendant to target and sexually abuse, sexually contact, and engage in sexually explicit conduct with Plaintiffs.

255. Through Religious Defendants' lack of supervision, Pierce was given the opportunity to leverage his role as music minister and youth choir director at First Benton to gain

the trust of minor congregants such as Plaintiffs. He further leveraged his role as a spiritual authority to spend time alone with each of the Plaintiffs while unsupervised.

256. Religious Defendants failed to adequately investigate Pierce's sexual misconduct or to supervise minors participating in Pierce's youth choir.

257. Religious Defendants failed to take any action to stop Pierce's continued abuse of Plaintiffs and other minor congregants at First Benton. This inaction, in essence, served as ratification of Pierce's misconduct.

258. Religious Defendants failed to implement any meaningful training or educational programs that would help its pastors and agents detect, prevent, and combat incidents of childhood sexual abuse.

259. Religious Defendants failed to utilize reasonable child abuse prevention policies.

260. Because of Pierce's role as religious authority, vested in him by Religious Defendants, Plaintiffs were vulnerable to inherently trust Pierce and to comply with his demands.

261. Religious Defendants knew, or in the exercise of reasonable care, should have known, that Pierce presented an unreasonable danger to minor congregants in Religious Defendants' care at all relevant times hereto.

262. Nonetheless, Religious Defendants allowed Pierce to continue his predatory misconduct by failing to warn of his dangerous propensities or to install or adhere to abuse prevention policies within Religious Defendants.

263. For the foregoing reasons, Religious Defendants breached their duties to Plaintiffs.

264. In breaching their duties, Religious Defendants created a foreseeable risk that Plaintiffs would be sexually abused, sexually contact, engaged in sexually explicit conduct,

degraded, and humiliated by Pierce.

265. As a result of these failures and breaches of duties, Pierce sexually abused, sexually contacted, and engaged in sexually explicit conduct with Plaintiffs.

266. As a direct and proximate result of the acts and omissions of each Religious Defendant, Plaintiffs suffered and will continue to suffer physically, emotionally, and otherwise.

267. As insurers for Religious Defendants during the relevant time periods, Cincinnati Insurance Company, Church Mutual Insurance, Company, and DOE Insurance Carrier Corporations are liable for Plaintiffs' damages resulting from the sexual abuse they suffered at First Benton.

268. **WHEREFORE**, Plaintiffs demand judgment against the Defendants for damages in an amount sufficient to compensate them for their compensatory damages, for both physical and emotional pain and suffering, for punitive damage, for costs of suit, attorney fees, and for such other relief as the Court finds equitable and just.

COUNT FIVE – NEGLIGENT RETENTION (against All Defendants)

269. Plaintiffs hereby incorporate by reference all prior and subsequent paragraphs as if fully set forth herein.

270. At all relevant times herein, Religious Defendants had the power to appoint, train, supervise, monitor, remove, and terminate each and every person working with children within First Benton, including Pierce.

271. At the time Religious Defendants employed Pierce, Religious Defendants knew or should have known that Pierce was exhibiting dangerous behaviors with children.

272. Religious Defendants knew or should have known that Pierce was unfit for a position of trust and confidence as music minister and youth choir director when they hired him

and continued to employ him because it would allow him unsupervised access to vulnerable minors such as Plaintiffs.

273. Despite Religious Defendants' actual or constructive knowledge that Pierce posed an unreasonable danger to minor congregants, Pierce continued in his role as youth choir director. Religious Defendants knew that, in this capacity, Pierce would continue to enjoy a position of trust, confidence, and authority over Plaintiffs and other vulnerable minor congregants.

274. Religious Defendants failed to take appropriate action such as reporting to authorities and terminating employment when they were put on notice about Pierce's dangerous propensities.

275. Religious Defendants failed to remove Pierce from his position of authority and exposure to minor choir members such as Plaintiffs.

276. Religious Defendants allowed Pierce to continue in his role as a religious authority, despite knowing Pierce posed an unreasonable danger to minor congregants.

277. For the foregoing reasons, Religious Defendants breached their duties Plaintiffs.

278. In breaching their duties, Religious Defendants created a foreseeable risk that Plaintiffs would be sexually abused, sexually contact, engaged in sexually explicit conduct, degraded, and humiliated by Pierce.

279. As a result of these failures and breaches of duties, Pierce sexually abused, sexually contacted, and engaged in sexually explicit conduct with Plaintiffs.

280. Religious Defendants' negligent retention of Pierce was a proximate cause of Plaintiffs' damages described herein. Religious Defendants knew, or in the exercise of reasonable care should have known, that Pierce posed a danger to minor congregants, such as Plaintiffs, to

an unreasonable risk of harm.

281. Religious Defendants' retention of Pierce after they knew or should have known of Pierce's dangerous propensities was negligent. That negligence was a proximate cause of Plaintiffs' damages.

282. As a direct and proximate result of the acts and omissions of each Religious Defendant, Plaintiffs suffered and will continue to suffer physically, emotionally, and otherwise.

283. As insurers for Religious Defendants during the relevant time periods, Cincinnati Insurance Company, Church Mutual Insurance, Company, and DOE Insurance Carrier Corporations are liable for Plaintiffs' damages resulting from the sexual abuse they suffered at First Benton.

284. **WHEREFORE**, Plaintiffs demand judgment against the Defendants for damages in an amount sufficient to compensate them for their compensatory damages, for both physical and emotional pain and suffering, for punitive damage, for costs of suit, attorney fees, and for such other relief as the Court finds equitable and just.

COUNT SIX – VICARIOUS LIABILITY FOR NEGLIGENT OR OTHERWISE TORTIOUS ACTS AND OMISSIONS OF ALL AGENTS AND EMPLOYEES (against All Defendants)

285. Plaintiffs hereby incorporate by reference all prior and subsequent paragraphs as if fully set forth herein.

286. Religious Defendants' pastors, agents, and employees acted within the scope of their employment with Religious Defendants at all relevant times herein.

287. Religious Defendants are vicariously liable for the acts and omissions of their pastors, agents, and employees, including those of Pierce.

288. As insurers for Religious Defendants during the relevant time periods, Cincinnati Insurance Company, Church Mutual Insurance, Company, and DOE Insurance Carrier

Corporations are liable for Plaintiffs' damages resulting from the sexual abuse they suffered at First Benton.

289. **WHEREFORE**, Plaintiffs demand judgment against the Defendants for damages in an amount sufficient to compensate them for their compensatory damages, for both physical and emotional pain and suffering, for punitive damage, for costs of suit, attorney fees, and for such other relief as the Court finds equitable and just.

VII. DAMAGES

290. Plaintiffs hereby incorporate by reference all previous paragraphs as if fully set forth herein.

291. As a direct result of Religious Defendants' acts and omissions, Plaintiffs have suffered and will continue to suffer severe mental and emotional distress including, but not limited to, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; and were prevented and will continue to be prevented from obtaining the full enjoyment of life.

VIII. AMOUNT OF DAMAGES

292. Plaintiffs hereby incorporate by reference all prior and subsequent paragraphs as if fully set forth herein.

293. As a direct and proximate result of the acts and omissions of the Religious Defendants, Plaintiffs have suffered and will continue to suffer physically, emotionally, and otherwise.

294. Plaintiffs demand judgment for damages in an amount sufficient to compensate them for their injuries and for all other relief to which Plaintiffs are entitled.

295. **WHEREFORE**, Plaintiffs demand judgment against the Defendants for damages in an amount sufficient to compensate them for their compensatory damages, for both physical and emotional pain and suffering, for punitive damage, for costs of suit, attorney fees, and for such other relief as the Court finds equitable and just.

IX. PUNITIVE DAMAGES

296. Plaintiffs hereby incorporate by reference all prior and subsequent paragraphs as if fully set forth herein.

297. Religious Defendants knew, or in the exercise of reasonable care, should have known that Pierce posed a danger to minor congregants of First Benton.

298. The acts and omissions of Religious Defendants constitute a wanton and willful disregard of the safety of members of the general public and minors in the care of each Religious Defendant, including Plaintiffs.

299. Plaintiffs were persons who would foreseeably be harmed by such acts and omissions.

300. **WHEREFORE**, Plaintiffs seek punitive damages against Religious Defendants to deter the repetition of such egregious conduct by Religious Defendants or any other entities in the future.

X. JURY DEMAND

301. Plaintiffs respectfully demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, by and through their undersigned attorney, wh Law and Aylstock, Witkin, Kreis, and Overholtz, PPLC, respectfully request judgment for damages in an

amount sufficient to compensate them for their compensatory damages, for both physical and emotional pain and suffering, for punitive damage, for costs of suit, attorney fees, and for such other relief as the Court finds equitable and just.

Respectfully submitted,

/s/ David Slade

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