

VIRGINIA:
IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

S.T.,
Plaintiff,

v.

Civil Action No.
JURY TRIAL DEMANDED

BETHANY PLACE CHURCH;

SERVE: Showers and Associates, P.C., Registered Agent
305 Harrison St SE
Floor 3
Leesburg, VA 20175

COASTAL CHURCH, LLC;

SERVE: Coastal Community Church, Registered Agent
f/k/a Coastal Church
101 Village Ave
Yorktown, VA 23693

and

GERALD R. THOMAS,

SERVE: 610 East Gladstone Avenue, Room 2
Richmond, Virginia 23222

Defendants.

COMPLAINT

COME NOW the Plaintiff S.T., by counsel, and for her Complaint against Defendants Bethany Place Baptist Church and Gerald R. Thomas, states as follows:

PARTIES

1. Plaintiff S.T., born on October 30, 1995, is currently 29 years old. S.T. currently resides in Chesterfield, Virginia.

2. At the time of the events described herein, S.T. resided in Chesterfield County, Virginia.

3. Plaintiff S.T. is proceeding under a pseudonym in accordance with Va. Code § 8.01-15.1 as the need for anonymity outweighs the public's interest in knowing the individual identity of the Plaintiff, and maintaining the anonymity of the Plaintiff does not prejudice any other party.

4. Defendant Bethany Place Church ("Bethany Place") is a nonstock corporation with its principal place of business located at 1501 South Providence Road, North Chesterfield, Virginia 23236. Defendant Bethany Place Church was formed as nonstock corporation in June 2023.

5. At all times prior to June 2023, including all relevant times herein, Defendant Bethany Place was an independently operated, unincorporated association operating under the name "Bethany Place Baptist Church."

6. Defendant Coastal Church, LLC ("Coastal Church") is a limited liability company formed in Virginia with its principal place of business in Yorktown, Virginia. Defendant Coastal Church oversees, manages, and/or operates a network of churches all of whom operate under their shared name, that is, "Coastal Church."

7. In or around 2023, Defendant Coastal Church adopted, purchased, or otherwise acquired Bethany Place Baptist Church. As a result of Bethany Place Baptist Church joining Coastal Church's network of churches, all of which operate under the name "Coastal Church," "Bethany Place Baptist Church" was rebranded under the successor name "Coastal Church – Bethany Campus" and continues to operate under that name.

8. As part of the aforementioned acquisition, Coastal Church acquired the physical Bethany Place church building, alongside all other tangible and intangible goods associated with the Church, including their congregation, rebranding it into their network of churches. As part of

the aforementioned acquisition, Coastal Church expressly or impliedly agreed to assume all existing and future liabilities.

9. Defendant Gerald R. Thomas (“Thomas”), born January 1, 1950, is an adult male who resides at 610 East Gladstone Avenue, Room 2, Richmond, Virginia 23222.

10. Thomas pled guilty to Aggravated Sexual Battery of Plaintiff R.T. and S.T. on or about August 17, 2010.

11. Thomas pled guilty to Aggravated Sexual Battery of Jane Doe on November 12, 2020.

12. As discussed in more detail *infra*, Defendant Thomas’s charges and guilty pleas of Aggravated Sexual Battery all involved his sexual abuse of S.T., R.T., and Jane Doe, who were minors, while he served as a youth group assistant at Bethany Place. Thomas is on indefinite supervised probation and has been Court ordered to participate in sex offender treatment.

JURISDICTION AND VENUE

13. This Court has personal jurisdiction over Defendants as all Defendants are residents of, were incorporated in, and/or have their primary place of business in the Commonwealth of Virginia.

14. Venue is proper in this Court pursuant to Virginia Code § 8.01-262(1) – (4).

FACTUAL ALLEGATIONS

15. Plaintiff hereby incorporates by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopts and re-alleges each such allegation.

16. Defendant Bethany Place was, from 2006 to 2009, including at all times relevant to this action herein, a local church and part of the organizational structure of the Southern Baptist Convention (“SBC”), which includes its membership and cooperation with SBC.

17. Bethany Place conducted its business, such as making hiring and firing decisions, expenditures, selection and retention of volunteers, by and through its leadership group, which includes pastors, deacons, elders, and other committee chairmen.

18. From 2006 to 2009, Bethany Place owned and occupied the premises located at 1501 South Providence Road, North Chesterfield, Virginia 23236 (“the Church”) where it held gatherings for its congregation, youth group events and functions, and Awana Club meetings as further alleged *infra*.

19. In 2002, the Southern Baptist Convention (“SBC”) issued a resolution “On the Sexual Integrity of Ministers” acknowledging the SBC’s “fallenness and the need to prevent such appalling sins from happening within [its] own ranks” when referencing sexual abuse by members of the Convention’s churches similar to the abuse exposed in the Roman Catholic Church. The SBC called on member churches and ministers, pastors, counselors, educators, missionaries, chaplains and others involved with its member churches to abide by the standards adopted by the SBC by being above reproach morally as trusted members of the community, emphasizing that sexual infidelity represents a violation of ministerial integrity.

20. The SBC’s “On the Sexual Integrity of Ministers” resolution recommended, advised, and urged the training of pastors, missionaries, and educators; accountability to the highest standards of Christian moral practice; discipline for those guilty of any sexual abuse; and removal of predatory ministers.

21. As a member church of the SBC, Bethany Place received the aforementioned resolution “On the Sexual Integrity of Ministers” and were aware of the pervasive danger of sexual abuse within Baptist churches generally when the supervision of children and other vulnerable persons is deficient.

22. As early as 2002, if not sooner, Bethany Place foresaw vulnerable children within their membership would be sexually abused unless Bethany Place took precautionary measures to appropriately and safely supervise children and vulnerable persons in their custody or control, maintain proper supervision of children and vulnerable persons on their premises, hire and select safe adults who did not possess dangerous propensities, fire and remove adults who were unsafe and possessed dangerous propensities, and otherwise act reasonably to protect children and vulnerable members from sexual predators.

23. In 2007, the U.S. Department of Health and Human Services’ Centers for Disease Control and Prevention published an article and guide book titled “Preventing Child Sexual Abuse Within Youth-serving Organizations: Getting Started on Policies and Procedures” that identified nationally recognized standards and practices to prevent child sexual abuse including, but not limited to, requiring written applications identifying previous work and volunteer service; contacting references, family members, neighbors, and colleagues to discuss the potential employee or volunteer; performing a criminal background check; conducting a personal interview; assessing the applicants home environment; performing an internet search; implementing ratios of employees/volunteers to youth; prohibiting one-on-one interactions with adults and children by having at least two adults present at all times with youth; prohibiting and restricting overnight trips, bathing, changing, bathroom interactions, and nighttime activities which pose greater risks for child sexual abuse; implementing “out-of-program” contact restrictions limiting contact

between employees/volunteers and youth to certain locations and prohibiting employees/volunteers from leaving certain locations with the youth; ensuring safe environments by choosing spaces that are open and visible to multiple people when interacting with children to allow for clear lines of sight and instituting a “no closed door” policy; and responding to inappropriate behavior, suspicions of child sexual abuse, and allegations of child sexual abuse by partnering with outside organizations or individuals to investigate, maintain internal records; and implementing a safe reporting system to organizational leaders.

24. At all times relevant herein, Bethany Place knew or should have known national standards existed and were established for the protection of children and the prevention of child sexual abuse within youth-serving organizations including those identified by the U.S. Department of Health and Human Services’ Centers for Disease Control and Prevention. These national standards included the “two adult rule” requiring at least two adults during interactions with the youth; the “six-month rule” restricting access to persons, volunteers, and employees for six-months before access is granted to serve with children or youth; prohibiting adults from leaving church property with the youth; background screening involving a criminal background check and reference check; secure drop-off and pickup procedures; and clear sightlines into every room or location where an adult is interacting with the youth.

25. As early as 2007, if not sooner, Bethany Place foresaw vulnerable children within their membership would be sexually abused unless they, individually or collectively, took precautionary measures consistent with the aforementioned national standards to protect vulnerable children within their custody and control from sexual abuse.

26. In 2007, the SBC issued a resolution titled “On Protecting Children from Abuse” recognizing violent and sexual crimes against children “[had] reached alarming levels in our

nation, thus showing child abuse to be a leading issue requiring urgent response. . .” SBC stressed the use of its policies, standards, and practices by its member churches and called for the protection of, and care for, children. The SBC acknowledged child sexual abuse occurred “too often in churches and homes – which ought to be places of shelter and safety” at the hands of “. . . ordained ministers, and ministry workers – who ought to be trusted persons of authority.”

27. The SBC’s 2007 resolution “On Protecting Children from Abuse” specifically addressed resources available to churches “designed to assist churches in addressing” sexual crimes against children and “implored Southern Baptist churches to utilize” these resources.

28. As a member church of the SBC, Bethany Place received the aforementioned resolution “On Protecting Children from Abuse” in 2007 and was aware of the pervasive danger of sexual abuse within Baptist churches generally.

29. At this point, Bethany Place had become acutely aware of the impending danger sexual abuse posed to its membership of children and vulnerable people.

30. At all times relevant herein, Bethany Place offered youth programs to children in its congregation ranging in age from pre-school through 6th grade which included the "Awana Club."

31. The Bethany Place Awana Club met once per week on Wednesday evenings at Bethany Place Baptist Church.

32. Bethany Place regularly advertised these youth programs to its members and the community with the intent of increasing membership of families with young children.

33. For example, Bethany Place assures parents who leave their children in its custody to attend the Awana Club that "[a]t Bethany Place we understand the importance of your kids’ safety. *The leaders here care about your children, and will watch out for them as if they*

are one [of] their own.” <https://www.bethanyplace.com/childrens-ministry/> (emphasis added).

34. Bethany Place made the same or similar assurances to parents, including S.T.’s parents, in and about the time S.T. was attending Awana Club events and participating in the youth group programs.

35. Youth groups and programs are ordinarily intended to provide children and teenagers with resources and guidance for personal growth. Given their wholesome purpose and their existence within the church environment, parents usually consider such groups a safe and secure haven for children and teenagers, free from sexual predators.

36. At all times relevant herein, Defendant Bethany Place knew or should have known that child sex predators often begin their involvement with a youth group or church by volunteering to “help out” among the children, thus creating a relationship with church leadership, parishioners, and parents, while also “grooming” innocent children by gaining their trust.

37. At all times relevant herein, Defendant Bethany Place knew or should have known that child sex predators find shelter and opportunity in churches and youth groups by using their relationship with church leadership, parishioners, and parents to further gain the trust of youth group members, youth group parents, and church leadership.

38. At all times relevant herein, Defendant Bethany Place knew or should have known that child sex predators commonly find acceptance and availability to children within youth groups.

39. At all times material and relevant herein, Defendant Bethany Place operated, managed, and conducted all activities related to the youth group and Awana Club by and through its agents and employees.

40. At all times material and relevant herein, Defendant Bethany Place, its youth group, and Awana Club provided ease of accessibility to numerous vulnerable children, including S.T., R.T., and Jane Doe, who were vulnerable to a predator's actions, words, and influences.

Defendant Thomas's Abuse of S.T.: 2006 to 2009

41. In or around May or June of 2006 S.T. began attending youth group events including Awana Club at Bethany Place, where she met Defendant Thomas.

42. Prior to May or June of 2006, when S.T. began attending the Awana Club, Defendant Bethany Place had already hired or selected, or both, Defendant Thomas to serve as its agent or employee, or both, as an assistant to the youth group responsible for supervising children attending youth events including Awana Club.

43. Children who attended Awana Club, which met every Wednesday, were separated into two groups, typically by age, and rotated between different activities. Defendant Thomas typically engaged with the children while they rotated to play games during Awana Club. During this time, Defendant Thomas was typically the only adult assigned to supervise between five to ten, or more, children.

44. In 2006, soon after S.T. began attending youth group events and Awana Club, Defendant Thomas began to seek to groom S.T. by using his friendship and familiarity with trustworthy adults, including S.T.'s mother, to gain one-on-one access with S.T. on the Bethany Place Baptist Church premises.

45. In 2006, Defendant Thomas was one of the primary supervisors of the Awana Club, appointed and selected therein by Defendant Bethany Place's agents, employees, and representatives.

46. While S.T. was attending Awana Club at Bethany Place, in or around the summer of 2006, she twisted her ankle while playing a game.

47. Upon twisting her ankle, Defendant Thomas, in his role as supervisor of the Awana Club, removed S.T. from the game and had her sit on a table so that he could “examine her ankle.”

48. At this time, without evaluating her ankle, Defendant Thomas began touching and running his hands up S.T.’s legs, moving his hands up and towards her torso, at which point he placed his hand inside her shirt sleeve and groped S.T.’s breast beneath her clothing, thereby sexually abusing S.T.

49. Defendant Thomas’s sexually abusive acts, in groping S.T.’s legs, torso, and breasts, were in the plain view and the direct line of sight of multiple other Bethany Place agents, employees, and representatives.

50. Facing no consequences for this first assault, Defendant Thomas repeated his abuse, and thus, from the summer of 2006 and through late 2009, Defendant Thomas sexually abused R.T. during nearly every Awana Club meeting (that is, every Wednesday), frequently in the plain view and direct line of vision of multiple Bethany Place agents, employees, and representatives.

51. For example, prior to most Awana Club meetings and other youth group events, a member of the church would address the children in a group setting before beginning individualized activities. Defendant Thomas routinely sat beside S.T. during these group addresses, placing his arm next to or around S.T. and his hand beneath her shirt, while groping her breasts in plain view of Defendant Bethany Place’s executive members.

52. From 2006 to 2009, Defendant Thomas would also sit next to S.T. on the sidelines during Awana Club games, while still on Defendant Bethany Place’s church property and in plain view, and repeatedly grope S.T.’s breasts, both underneath and above her shirt.

53. After months of unfettered abuse, Defendant Thomas began to escalate his behaviors, leading Thomas to eventually begin to invent reasons to separate S.T. from the youth group, Awana Club, and/or general congregation meetings, so that he could grope her breasts and place his hand below her underwear line and onto her vagina.

54. At times, Defendant Thomas would find an excuse to remove S.T. from the Awana Club and take her to his truck in the Bethany Place Church parking lot, where he would have S.T. sit on the truck's tailgate, while he would abuse S.T. by inappropriately touching S.T.'s thighs, torso, breasts, and using his fingers to penetrate her vagina.

55. Before the end of the year 2006, Defendant Thomas had begun to assault S.T. nearly every Sunday and every Wednesday, using similar patterns and behaviors to separate her from her family and peers, before touching her breasts and vagina.

56. Defendant Thomas's sexual abuse of S.T. continued for over 3 years, both in private and during public church meetings.

57. Thomas's sexual abuse of S.T. was on Defendant Bethany Place's premises and was often in plain view of Bethany Place's agents, employees, and executive committee members.

58. Moreover, on or about that same time and place, Defendant Thomas was actively sexually abusing other children, including S.T.'s sister, on Bethany Place's premises and in the same manner and method by which he abused S.T. As early as 2006, Defendant Bethany Place's agents, employees, and executive committee members personally, directly observed Defendant Thomas's abuse of children, including S.T. and S.T.'s sister, on more than one occasion, placing them on actual notice of Defendant Thomas's propensity to sexually abuse minor girls.

59. Despite Defendant Bethany Place's actual and constructive notice of Defendant Thomas's propensity for sexually abusive behaviors, Defendant Bethany Place did not fire

Defendant Thomas, report him to the authorities, remove him from working with the youth groups, or take *any* corrective actions to address his ongoing abuse of multiple children, including Plaintiff S.T.

R.T.'s 2009 Report to Church Staff

60. On a specific day in or around October 2009, S.T.'s younger sister, R.T., who had also been subjected to sexual abuse in a similar manner and method as S.T., decided to report Defendant Thomas's sexual abuse to S.T. and R.T.'s mother.

61. At this same time, while R.T.'s mother was speaking with the agent and employee of Bethany Place responsible for youth group events, R.T. told both the Bethany Place employee and R.T.'s mother that Defendant Thomas had inappropriately touched her private areas.

62. Upon hearing R.T.'s admission, the Defendant Bethany Place agent and employee responded and informed R.T. and S.T.'s mother that she would remove Defendant Thomas from the youth group and from any further interaction with children in the Church.

63. Despite R.T.'s complaint of sexual abuse in October 2009, Defendant Thomas, with the express permission and authority of Defendant Bethany Place, continued to assist with youth group events and Awana Club, contrary to the express affirmations of Defendant Bethany Place, by and through its agents, that he would not be involved with children.

64. Defendant Thomas's permissions, freedoms, responsibilities, supervision, or authority were not changed or limited whatsoever following the complaint of sexual abuse.

65. Defendant Bethany Place never reported the complaint of sexual abuse made by R.T. to the authorities nor police.

66. In the months following R.T.'s complaint, Defendant Thomas was still present in and around the rooms which housed Defendant Bethany Place's youth organizations.

67. Defendant Thomas was still present at many Bethany Place ceremonies and continued to be permitted to interact with children in the church.

68. In late 2009 or early 2010, after R.T.'s complaint to agents of Defendant Bethany Place, S.T.'s sister, R.T., reported Defendant Thomas's abuse to her school counselor.

69. As a result of the report to her school counselor, Defendant Thomas was investigated and charged in March 2010 with Aggravated Sexual Battery for the abuse of R.T. and S.T. Defendant Thomas pled guilty to the charges.

COUNT I
ASSAULT AND BATTERY
(Plaintiff v. All Defendants)

70. Plaintiff S.T. hereby incorporates by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopts and re-alleges each such allegation.

71. The acts committed by Defendant Thomas against the Plaintiff described herein constitute assault and battery, actionable under Virginia law.

72. Defendant Thomas intended to and did subject Plaintiff S.T. to apprehension of imminent batteries and intentional invasions of his rights to be free from offensive and harmful contact.

73. Thomas committed nonconsensual physical and sexual acts against the Plaintiff that resulted in harmful or offensive contact with her body.

74. Specifically, Thomas committed acts which caused injury to the Plaintiff by subjecting her to imminent battery and/or intentional invasions of her right to be free from

offensive and harmful contact, and said conduct demonstrated that Thomas had a present ability to subject the Plaintiff to an immediate, intentional, offensive and harmful touching.

75. Thomas assaulted and battered the Plaintiff by nonconsensual and unwanted touching.

76. Plaintiff did not consent to the contact by Thomas, which caused injury, damage, loss, and/or harm.

77. At all times relevant herein, including at the time of all alleged incidents of abuse, Defendant Thomas was an agent, employee, and/or volunteer for, and serving on behalf of, Defendant Bethany Place Church, specifically through his roles working with the Youth Groups, Sunday School, and Awana Club.

78. As the actions of Thomas, as alleged herein, were within the scope and in furtherance of his employment, agency, and service for Defendant Bethany Place Church, and, as a successor entity, Defendant Coastal Church, both Defendants are vicariously liable for the actions of Defendant Thomas and the damages resulting therefrom.

79. As a direct and/or proximate result of the Thomas's actions, Plaintiff has suffered and continues to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depression, sleep disorder, physical and mental sickness, nightmares, psychological injuries, and bodily injuries. Plaintiff was prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

80. Defendant Thomas's sexual abuse of Plaintiff was so willful and wanton as to evidence a conscious complete and utter disregard for Plaintiff's health and safety.

81. Defendants Bethany Place, and, as the successor entity, Coastal Church, acted with willful and wanton negligence, in conscious disregard of Plaintiff's rights, and with reckless indifference to the consequences of their actions when retaining Defendant Thomas, despite direct observations and reports of sexual violence against minors.

82. Because the actions of Defendant Bethany Place and Defendant Thomas amount to a willful and wanton disregard of the rights of Plaintiffs, punitive damages should be awarded to punish both for their actions and to serve as an example to prevent others from acting in a similar way.

83. As the successor entity and current owner and operator of Bethany Place Church, now known as Coastal Church – Bethany Campus, and of who inherited the rights and liabilities of Bethany Place Church, including those liabilities associated with S.T.'s sexual assaults, Defendant Coastal Church inherits and assumes all such joint liability, including the obligation to pay punitive damages, for Defendant Gerald Thomas's and Defendant Bethany Place's negligence.

COUNT II
NEGLIGENT, GROSS NEGLIGENCE, AND RECKLESS DISREGARD -
BREACH OF COMMON LAW DUTY OF SUPERVISION AND CARE
(Plaintiff v. Bethany Place Church and Coastal Church, LLC)

84. Plaintiff S.T. hereby incorporates by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopts and re-alleges each such allegation.

85. Plaintiff's parents relinquished her supervision and care to Defendant Bethany Place, imposing a duty upon Bethany Place to act with reasonable care in the supervision and care of the Plaintiff.

86. For the 3+ year period during which Defendant Thomas abused Plaintiff S.T., the agents, employees, and representatives for Bethany Place were present and observed Defendant Thomas remove S.T. from youth group and Sunday meetings, thus allowing Defendant Thomas one-on-one access to S.T., without additional adult supervision.

87. For the 3+ year period during which Defendant Thomas abused Plaintiff S.T., the agents, employees, and representatives for Bethany Place were present and directly observed Defendant Thomas's abuse, which frequently occurred in plain sight, during youth group meetings, Awana Club meetings, Awana Club sports games, and more.

88. Defendant Bethany Place's agents, employees, and representatives knew or should have known that Defendant Thomas's unsupervised one-on-one time with S.T. breached applicable safety standards and guidelines for the protection of children from sexual abuse.

89. Despite their repeated observations of Thomas separating S.T. from the group to be subjected to his sexual abuse, the agents, employees, and representatives of Defendant Bethany Place chose not to intervene.

90. Furthermore, certain Defendant Bethany Place's agents and employees directly observed Defendant Thomas's acts of sexual abuse against Plaintiff S.T., Plaintiff S.T.'s sister, and/or other female children at the Church, thus placing Bethany Place on actual notice of his propensity to sexually abuse minor girls in the youth group and his active sexual abuse of S.T.

91. Defendant Thomas sexually abused S.T., usually twice a week, for over three years, thus amounting to hundreds of separate and distinct occurrences of sexual abuse occurring at the

Defendant's Church, all while other agents, employees, and representatives for Bethany Place were present on the premises, on actual notice of his inappropriate propensities, and within the vicinity of the abuse with ample opportunity to intervene.

92. Defendant Bethany Place's agents and employees had every opportunity to observe and identify Thomas's sexual abuse of S.T. sooner but failed to do so because Defendant Bethany Place deliberately chose to inadequately staff youth group events.

93. Defendant Bethany Place's failure to adequately staff and supervise their youth programs resulting in Thomas's continued, unfettered sexual abuse of S.T. in plain view.

94. Defendant Bethany Place negligently and recklessly breached its duties to Plaintiff by not acting reasonably in allowing Defendant Thomas, a suspected child abuser, to work with children in the Awana Club, thereby providing him with the opportunity to sexually abuse Plaintiff; failing to implement policies and procedures to protect the Plaintiff; failing to require pre-interaction interview of Thomas; failing to perform a background check on Thomas; failing to require Thomas to submit an application with references; failing to prevent Thomas from having one-on-one contact with the Plaintiff; failing to prevent Thomas from having contact with the Plaintiff without the direct supervision of another adult; failing to warn Plaintiff or her parents of Thomas; and failing to protect Plaintiff from Thomas after it was clear and foreseeable that he was unfit and posed a danger to all members of the youth group including Plaintiff.

95. As the successor entity and current owner and operator of Bethany Place Church, now known as Coastal Church – Bethany Campus, and of who inherited the rights and liabilities of Bethany Place Church, including those liabilities associated with S.T.'s sexual assaults, Defendant Coastal Church inherits and assumes all such joint liability for Defendant Bethany Place's negligence.

96. As a direct and proximate result of the foregoing acts of direct liability, Plaintiff suffered and continues to suffer pain and suffering, physical pain, mental anguish, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, inconvenience, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiff was prevented and will continue to be prevented from performing her daily activities and obtaining the full enjoyment of life, and has sustained and continues to sustain loss of earnings and earning capacity.

97. Defendant Thomas's sexual abuse of Plaintiff was so willful and wanton as to evidence a conscious complete and utter disregard for Plaintiff's health and safety.

98. Defendants Bethany Place, and, as the successor entity, Coastal Church, acted with willful and wanton negligence, in conscious disregard of Plaintiff's rights, and with reckless indifference to the consequences of their actions when retaining Defendant Thomas, despite direct observations and reports of sexual violence against minors.

99. Because the actions of Defendant Bethany Place and Defendant Thomas amount to a willful and wanton disregard of the rights of Plaintiffs, punitive damages should be awarded to punish both for their actions and to serve as an example to prevent others from acting in a similar way.

100. As the successor entity and current owner and operator of Bethany Place Church, now known as Coastal Church – Bethany Campus, and of who inherited the rights and liabilities of Bethany Place Church, including those liabilities associated with S.T.'s sexual assaults,

Defendant Coastal Church inherits and assumes all such joint liability, including the obligation to pay punitive damages, for Defendant Gerald Thomas's and Defendant Bethany Place's negligence.

COUNT III
NEGLIGENT, GROSSLY NEGLIGENT, AND RECKLESS BREACH OF DUTY
ARISING FROM SPECIAL RELATIONSHIP
(Plaintiff v. Bethany Place Baptist Church and Coastal Church, LLC)

101. Plaintiff S.T. hereby incorporates by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopts and re-alleges each such allegation.

102. At all times material and relevant herein, the Plaintiff S.T. was a vulnerable individual in a custodial relationship with Defendant Bethany Place.

103. At all times material and relevant herein, Defendant Bethany Place owned and occupied the premises where the Church was located and the Church itself.

104. At all times material and relevant herein, Defendant Bethany Place employed Defendant Thomas, and via his employment, Defendant Bethany Place permitted Defendant Thomas to use the resources and facilities at the Church for youth group and Awana Club events.

105. At all times material and relevant herein, Defendant Bethany Place knew, should have known, or had reason to know, that it had the ability to control Defendant Thomas's conduct while he was at the Church.

106. At all times material and relevant herein, Defendant Bethany Place voluntarily took custody of the minor Plaintiff and subjected her to an association with Defendant Gerald Thomas, a person likely to harm her, and therefore, owed a duty of reasonable care to the Plaintiff to prevent her from being exposed to an unreasonable risk of harm.

107. At all times material and relevant herein, Defendant Bethany Place owed a duty of reasonable care to protect the Plaintiff from known or reasonably foreseeable dangers, including the danger of being sexually abused at Bethany Place and by Defendant Thomas, based upon the special relationship that existed between the Plaintiff, as a vulnerable individual, and Bethany Place, their custodian.

108. The Plaintiff, while in Bethany Place's custody, was sexually abused by Defendant Thomas, which was an outcome that Bethany Place knew or should have known was likely to occur based upon the aforementioned allegations.

109. At all times material and relevant herein, Defendant Bethany Place knew or should have known that the Plaintiff attended Bethany Place's Awana Club and youth group events at the Church where Defendant Thomas would engage in activities with her alone.

110. At all times material and relevant herein, Defendant Bethany Place should have foreseen the need to take affirmative action to protect the Plaintiff from harm posed by Defendant Thomas.

111. The burden of protecting Plaintiff and the consequences of placing that burden on Defendant Bethany Place were minor, as Bethany Place's agents were already duty-bound to provide them with supervision and care.

112. Defendant Bethany Place knew or should have known that Defendant Thomas posed a danger to the young members of the Awana Club and other children attending youth group events, including the Plaintiff, that they would be sexually abused, and the harm suffered by the Plaintiff was reasonably foreseeable, particularly in light of the numerous incidents involving other children at Bethany Place's church, including Plaintiff S.T.'s sister, and those many events with

S.T., including *the very first assault in 2006*, in which Church agents, employees, and representatives personally observed Defendant Thomas's abusive behaviors.

113. Defendant Bethany Place negligently, recklessly, and with gross negligence breached its duties to Plaintiffs by not acting reasonably in allowing Thomas, a suspected child abuser, to work with children in the Awana Club, thereby providing him with the opportunity to sexually abuse Plaintiff; failing to implement policies and procedures to protect the Plaintiff; failing to require pre-interaction interview of Thomas; failing to perform a background check on Thomas; failing to require Thomas to submit an application with references; failing to prevent Thomas from having one-on-one contact with the Plaintiff; failing to prevent Thomas from having contact with the Plaintiff without the direct supervision of another adult; failing to warn Plaintiff or her parents of Thomas; and failing to protect Plaintiff from Thomas after it was clear and foreseeable that he was unfit and posed a danger to all members of the youth group including Plaintiff.

114. As the successor entity and current owner and operator of Bethany Place Church, now known as Coastal Church – Bethany Campus, and of who inherited the rights and liabilities of Bethany Place Church, including those liabilities associated with S.T.'s sexual assaults, Defendant Coastal Church inherits and assumes all such joint liability for Defendant Bethany Place's negligence.

115. As a direct and proximate result of the foregoing acts of negligence, recklessness, wantonness, and gross negligence by Bethany Place, Plaintiff suffered and continues to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries

including anxiety, depression, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiff was prevented and will continue to be prevented from performing her daily activities and obtaining the full enjoyment of life and has sustained and continues to sustain loss of earnings and earning capacity.

116. Defendant Thomas's sexual abuse of Plaintiff was so willful and wanton as to evidence a conscious complete and utter disregard for Plaintiff's health and safety.

117. Defendants Bethany Place, and, as the successor entity, Coastal Church, acted with willful and wanton negligence, in conscious disregard of Plaintiff's rights, and with reckless indifference to the consequences of their actions when retaining Defendant Thomas, despite direct observations and reports of sexual violence against minors.

118. Because the actions of Defendant Bethany Place and Defendant Thomas amount to a willful and wanton disregard of the rights of Plaintiffs, punitive damages should be awarded to punish both for their actions and to serve as an example to prevent others from acting in a similar way.

119. As the successor entity and current owner and operator of Bethany Place Church, now known as Coastal Church – Bethany Campus, and of who inherited the rights and liabilities of Bethany Place Church, including those liabilities associated with S.T.'s sexual assaults, Defendant Coastal Church inherits and assumes all such joint liability, including the obligation to pay punitive damages, for Defendant Gerald Thomas's and Defendant Bethany Place's negligence.

COUNT IV
NEGLIGENT, GROSSLY NEGLIGENT, AND RECKLESS
RETENTION
(Plaintiff v. Bethany Place Baptist Church and Coastal Church, LLC)

120. Plaintiff S.T. hereby incorporates by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every

factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

121. Defendant Bethany Place owed a duty to the Plaintiff and other minor children at Bethany Place to exercise reasonable care to prevent Defendant Thomas from intentionally harming others or from so conducting himself as to create an unreasonable risk of bodily harm to others, like S.T.

122. At all times material and relevant herein, Bethany Place knew, should have known, or had reason to know that it had the ability to control Thomas's conduct while he was at the Church.

123. In acting as aforesaid, Defendant Bethany Place did wrongfully, negligently, carelessly, grossly negligently, and recklessly retain Defendant Thomas, a dangerous employee who Bethany Place knew or should have known was dangerous and likely to harm others, including Plaintiff.

124. After Bethany Place employees, agents, and/or representatives observed Defendant Thomas removing children from small groups; escorting female children to the restrooms; undressing, and undressing himself in front of, children; and touching, caressing, and fondling female children, including S.T.'s sister, Defendant Bethany Place knew or should have known that Defendant Thomas was sexually abusing multiple minor children, including S.T.

125. After Defendant Bethany Place's employees, agents, and/or representatives observed Defendant Thomas engaging in inappropriate, abusive behavior, it was apparent that the risk of future harm to Plaintiff and other minors was so grave that discharging Defendant Thomas was the only reasonable response.

126. At all times material and relevant herein, Bethany Place should have foreseen the need to control Thomas' conduct to protect the Plaintiff from harm and/or unreasonably risk of harm posed by Thomas.

127. The Plaintiff suffered harm and sexual abuse resulting from Defendant Bethany Place's negligent, grossly negligent, and reckless retention of Defendant Thomas as an agent or employee, or both, of Bethany Place who they knew or should have known was likely to use his employment and position with Bethany Place and the Awana Club to harm the Plaintiff and other minor children.

128. As the successor entity and current owner and operator of Bethany Place Church, now known as Coastal Church – Bethany Campus, and of who inherited the rights and liabilities of Bethany Place Church, including those liabilities associated with S.T.'s sexual assaults, Defendant Coastal Church inherits and assumes all such joint liability for Defendant Bethany Place's negligence.

129. As a direct and proximate result of the aforesaid negligence, gross negligence, and recklessness of Defendants Bethany Place regarding the retention of Thomas, Plaintiffs suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

130. Defendant Thomas's sexual abuse of Plaintiff was so willful and wanton as to evidence a conscious complete and utter disregard for Plaintiff's health and safety.

131. Defendants Bethany Place, and, as the successor entity, Coastal Church, acted with willful and wanton negligence, in conscious disregard of Plaintiff's rights, and with reckless indifference to the consequences of their actions when retaining Defendant Thomas, despite direct observations and reports of sexual violence against minors.

132. Because the actions of Defendant Bethany Place and Defendant Thomas amount to a willful and wanton disregard of the rights of Plaintiffs, punitive damages should be awarded to punish both for their actions and to serve as an example to prevent others from acting in a similar way.

133. As the successor entity and current owner and operator of Bethany Place Church, now known as Coastal Church – Bethany Campus, and of who inherited the rights and liabilities of Bethany Place Church, including those liabilities associated with S.T.'s sexual assaults, Defendant Coastal Church inherits and assumes all such joint liability, including the obligation to pay punitive damages, for Defendant Gerald Thomas's and Defendant Bethany Place's negligence.

COUNT V
VICARIOUS LIABILITY
(Plaintiff v. Defendant Bethany Place Baptist Church and Coastal Church, LLC)

134. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

135. The knowing, intentional, malicious, willful, and wanton misconduct of Defendant Thomas was inflicted upon Plaintiff while Defendant Thomas was a servant of Defendant Bethany

Place, acting within the scope of his employment, agency, and service with Bethany Place and involved, *inter alia*, lack of judgment, infirmity of temper and influence of passion.

136. Defendant Thomas's misconduct within the scope of his employment, agency, and service was fairly and naturally incident to the business of Defendant Bethany Place and was foreseeable by Defendant Bethany Place.

137. Defendant Thomas's misconduct occurred in the course of performing duties that were within the scope of his employment and/or agency with Bethany Place and in execution of the services for which he was employed to perform by Bethany Place, namely as an Awana Club volunteer for Bethany Place.

138. Among other things, the scope of Defendant Thomas's employment, agency, and service, as an Awana Club volunteer, included interacting with and teaching children at Bethany Place Church.

139. From at least 2006, Defendant Bethany Place hired, selected, retained, supervised, and maintained Thomas as a duly authorized adult volunteer for the Awana Club.

140. At all times during the aforesaid period of time, Defendant Thomas's position as an adult volunteer for the Awana Club was subject to the direct control and supervision of Bethany Place, and Thomas acted at all times herein with and within the actual and apparent authority of the Bethany Place and in the scope and course of his employment, agency, and service.

141. At all times relevant herein, Defendant Bethany Place employed, hired, approved, sponsored, authorized, ratified, retained, condoned, allowed, permitted and supervised Thomas as an adult volunteer for Bethany Place, and knew as a result of their collective training and education, as well as the existence of actual claims, the potential for Church-related Awana Clubs to attract

predatory persons because of the youthful composition of such groups and their need for adult supervision.

142. Defendant Bethany Place did encourage, ratify, and condone all of the breaches of duty and assaults by Thomas.

143. Defendant Bethany Place knew or should have known, as early as in 2006, that Thomas was abusing one or more children before the abuse was reported to the authorities in 2010.

144. Because the actions of Defendant Thomas were within the scope of his employment, agency, and service, Defendant Bethany Place is vicariously liable for the actions of Thomas and for the damages resulting therefrom.

145. The actions and/or omissions of Defendant Thomas as alleged herein occurred in the course of his performance of duties that were within the scope of his employment, agency, and service, and in the execution of services for which he was employed as a Bethany Place volunteer.

146. At all times relevant herein, Defendant Thomas's actions and/or omissions were naturally incident to the business of Bethany Place and were foreseeable by Bethany Place. Defendant Bethany Place is therefore vicariously liable for Thomas' conduct as alleged herein.

147. As a result of Bethany Place's agency relationship, either as an employer, master or otherwise, with Thomas, Bethany Place is vicariously liable for the harms Thomas caused Plaintiff to suffer including continuing pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and

obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

148. Defendant Thomas's sexual abuse of Plaintiff was so willful and wanton as to evidence a conscious complete and utter disregard for Plaintiff's health and safety.

149. Defendants Bethany Place, and, as the successor entity, Coastal Church, acted with willful and wanton negligence, in conscious disregard of Plaintiff's rights, and with reckless indifference to the consequences of their actions when retaining Defendant Thomas, despite direct observations and reports of sexual violence against minors.

150. Because the actions of Defendant Bethany Place and Defendant Thomas amount to a willful and wanton disregard of the rights of Plaintiffs, punitive damages should be awarded to punish both for their actions and to serve as an example to prevent others from acting in a similar way.

151. As the successor entity and current owner and operator of Bethany Place Church, now known as Coastal Church – Bethany Campus, and of who inherited the rights and liabilities of Bethany Place Church, including those liabilities associated with S.T.'s sexual assaults, Defendant Coastal Church inherits and assumes all such joint liability, including the obligation to pay punitive damages, for Defendant Gerald Thomas's and Defendant Bethany Place's negligence.

DAMAGES

152. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

153. As a direct and proximate result of the aforementioned negligence, gross negligence, recklessness, and willful and wanton conduct on the part of the Defendants, Plaintiff incurred the following damages:

- a. Bodily injuries, permanent in nature, which have affected her life;
- b. Past, present and future physical pain;
- c. Past, present and future mental anguish;
- d. Disfigurement and/or deformity coupled with associated humiliation and embarrassment;
- e. Past, present and future inconvenience;
- f. Past, present and future lost earnings, and a lessening of earning capacity;
- g. Personal, social and financial limitations resulting from the injuries sustained by Plaintiffs; and
- h. Other damages allowable at law, including medical expenses incurred in the past, present and future.

WHEREFORE, Plaintiff in this action respectfully moves this Court to enter judgment for Plaintiff S.T. against all Defendants individually, jointly and/or severally herein in the amount of FIFTY MILLION DOLLARS (\$50,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus interest; and ONE HUNDRED MILLION DOLLARS (\$100,000,000.00) in punitive damages, plus pre-judgment and post-judgment interest from Plaintiff's first date of harm.

JURY DEMAND

Plaintiff hereby demands trial with a jury of all issues in the cause, including liability and damages.

Respectfully submitted,

**S.T.,
Plaintiff.**

Dated: April 7, 2025

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