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Los Angeles Superior Court

DEC 20 2017

Sherri R. Carrer, Executive Officer/clerk
By Shaunya Bolden, Deputy

Attorneys of Record for Plaintiff, MCKAYLA MARONEY, an individual

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

BC 6 8 7 3 9 6

MCKAYLA MARONEY, an individual.

Plaintiff,

v.

MICHIGAN STATE UNIVERSITY, a Michigan Entity of Form Unknown; and UNITED STATES OLYMPIC COMMITTEE, a Business Entity of form unknown; USA GYMNASTICS, an Indiana Business Entity of Form Unknown; LARRY NASSAR, an individual and DOES 1 through 500.

Defendants.

Case No.: _____
Judge: _____
Department: _____

COMPLAINT FOR DAMAGES FOR:

- 1) **SEXUAL HARASSMENT (C.C. § 51.9);**
- 2) **MASHA'S LAW (18 U.S.C. §§2255, 2423(b), 2423(c))**
- 3) **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
- 4) **UNFAIR BUSINESS PRACTICES (CAL. BUS. & PROF. CODE §17200);**
- 5) **BREACH OF FIDUCIARY DUTY;**
- 6) **CONSTRUCTIVE FRAUD;**
- 7) **NEGLIGENCE;**
- 8) **NEGLIGENT SUPERVISION**
- 9) **NEGLIGENT RETENTION/ HIRING;**
- 10) **NEGLIGENT FAILURE TO WARN.**
- 11) **DECLARATORY RELIEF**

[Filed pursuant to C.C.P. §340.1]

DEMAND FOR JURY TRIAL.

COMES NOW, Plaintiff MCKAYLA MARONEY (hereinafter referred to as "Plaintiff" or "MCKAYLA MARONEY") who complains and alleges as follows:

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1 **GENERAL ALLEGATIONS AS TO THE PARTIES**

2 1. The instant case arises from the depraved, repeated, and serial sexual abuse and
3 molestations of Plaintiff MCKAYLA MARONEY by former Olympic Team Dr. Lawrence
4 “Larry” Gerard Nassar (“NASSAR”), while the Plaintiff MCKAYLA MARONEY was competing
5 at the highest level of the gymnastics’ sport, across the Nation and throughout the World. These
6 repeated sexual molestations and assaults of the Plaintiff occurred across three (3) continents,
7 many of the assaults and molestations occurring at the most prestigious gymnastics competitions
8 in the World. MCKAYLA MARONEY, began gymnastics as young girl, sacrificing a normal
9 childhood, in order to represent her country and compete at the highest level of gymnastics
10 competition. Starting at the tender age of nine (9) years old, MCKAYLA MARONEY began
11 competing as a gymnast, in order to pursue the most elite levels of the sport. At the age of 13 years
12 old, MCKAYLA MARONEY began her Junior National Team career with the National Governing
13 Body (“NGB”), and by the age of sixteen (16) years old, MCKAYLA MARONEY had reached
14 the pinnacle of gymnastics’ achievement by winning Gold and Silver medals for the United States
15 at the 2012 London Olympics. Despite her overwhelming drive and talent, which promogulated
16 her success, MCKAYLA MARONEY was being serially molested by NASSAR before, during
17 and after trainings and competitions, all the while NASSAR was a known sexual predator by
18 MICHIGAN STATE UNIVERSITY (“MSU”) and in direct violation of all policies, rules, and
19 procedures set forth by the UNITED STATES OLYMPIC COMMITTEE (“USOC”). These severe
20 molests, under the guise of medical treatment, occurred on dozens of occasions. While the
21 molestations of MCKAYLA MARONEY began under the guise of legitimate medical treatment,
22 with NASSAR inserting his bare, ungloved hand into her vagina (claiming that he was performing
23 medical treatment), they soon took an even more depraved and sadomasochistic turn. Before one
24 of the biggest competitions in MCKAYLA MARONEY’s career in Japan, NASSAR closed the
25 “treatment room” door, his face went blank, and he then proceeded to insert his hand into the
26 vagina and anus of MCKAYLA MARONEY. In recounting this horrific incident, MCKAYLA
27 MARONEY described it publicly through her social media account:

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1 “For me, the scariest night of my life happened when I was 15 years old. I had
2 flown all day and night with the team to get to Tokyo. He'd given me a sleeping pill
3 for the flight, and the next thing I know, I was all alone with him in his hotel room
4 getting a 'treatment.' I thought I was going to die that night.”

5 2. Despite having the power, authority, and mandate to do so, the Defendants USOC
6 and MSU never intervened to discipline NASSAR, ensure that USAG and NASSAR were
7 following USOC rules and mandates, never called law enforcement for allegations made against
8 NASSAR, and through the express disregard for the safety of minors, allowed NASSAR to
9 continue in his position of trust, power and access to MCKAYLA MARONEY, as well as
10 numerous other elite minor athletes who competed with MCKAYLA MARONEY. NASSAR was
11 only finally removed from his position years later, after the cessation of MCKAYLA
12 MARONEY’s abuse.

13 3. To this day MCKAYLA MARONEY is petrified of NASSAR and does not trust
14 medical providers, and suffers from intrusive, repeated thoughts and memories of the horrific
15 abuse she suffered as a minor gymnast competing for her country. His abuse even occurred the
16 evening before her Olympic competitions.

17 4. MCKAYLA MARONEY is the daughter of the Plaintiffs JANE PCNE DOE and
18 JOHN PCNM DOE, filed with the Superior Court of Los Angeles, Case No. BC667053 on or
19 around June 30, 2017.

20 **THE PLAINTIFF**

21 **MCKAYLA MARONEY**

22 5. The Plaintiff MCKAYLA MARONEY is now a young adult female who currently
23 resides in the State of California, in the County of Los Angeles. The Plaintiff MCKAYLA
24 MARONEY was formerly an elite minor gymnast who was sexually abused by NASSAR
25 believing this was medical treatment, while competing in National and International Competitions,
26 including but not limited to competitions in California, the Karolyi Ranch in Huntsville, Texas
27 (and other locations across the United States and internationally, including in Europe and Asia)
28 that were hosted, sanctioned, supervised, and/or endorsed by, under the supervision of, chartered,

1 and/or under the mandate of Defendant USOC. During many of these events, the Defendants
2 USOC and DOES 1 through 500, took care, custody and control of Plaintiff MCKAYLA
3 MARONEY and stood *in loco parentis* with her and her parents. Defendants USOC and MSU had
4 a duty to protect MCKAYLA MARONEY from known or foreseeable dangers, such as NASSAR,
5 and to promptly investigate, censure, discipline, and/or remove NASSAR; remedial actions they
6 never took until years after the cessation of MCKAYLA MARONEY's abuse.

7 6. The Plaintiff was an elite level gymnast and member of Team USA who competed
8 in National and International competitions on behalf of the United States. These National and
9 International competitions occurred in places including, but not limited to: California, the Karolyi
10 Ranch in Huntsville, Texas and other locations across the United States and internationally,
11 including the most elite competitions occurred in Asia and Europe. During many of these
12 competitions, the Plaintiff was subjected to sexual harassment, sexual assault, sexual abuse and
13 molestation by NASSAR, including but not limited to competitions and trainings that occurred in
14 California, at the Karolyi Ranch in Huntsville, Texas and other locations across the United States
15 and internationally, including Europe and Asia. The Plaintiff was sexually abused on numerous
16 occasions and at numerous locations in or around 2009 through in or around 2013. This sexual
17 abuse of the Plaintiff occurred at events where USAG, Defendant USOC, Defendant MSU and
18 DOES 1 through 500 were responsible to supervise the Plaintiff, ensure proper medical procedures
19 and protocols were followed, warn the Plaintiff of known dangers, and to provide for her safety.

20 7. This action is brought pursuant to *Code of Civil Procedure* §340.1, which governs
21 the statutes of limitations arising from childhood sexual abuse. As a victim of childhood sexual
22 abuse, and a young adult under the age of 26 years old, thus, MCKAYLA MARONEY's action is
23 timely.

24 **DEFENDANTS**

25 **DEFENDANT, UNITED STATES OLYMPIC COMMITTEE ("USOC")**

26 8. Defendant USOC, at all times mentioned herein, was and is a business entity of
27 form unknown, having its principal place of business in the State of Colorado and is headquartered
28 in Colorado Springs, Colorado. The USOC is a federally chartered nonprofit corporation, which

1 was reorganized by the Ted Stevens Amateur Sports Act, originally enacted in 1978. As advertised
2 on its website, “[t]he USOC has two primary responsibilities in its oversight of Olympic and
3 Paralympic sport in the United States. The first is to generate resources in support of its mission,
4 which is to help American athletes achieve sustained competitive excellence. The second is to
5 ensure organizational resources are wisely and effectively used to that end.” Furthermore,
6 Defendant “...USOC is committed to creating a safe and positive environment for athletes’
7 physical, emotional and social development and to ensuring that it promotes an environment
8 free of misconduct.” Under the Ted Stevens Amateur Sports Act, 36 U.S.C. §§220501, *et seq.*
9 (hereinafter, “Ted Stevens Act”) Defendant USOC had a mandatory obligation to ensure that
10 before granting NGBs, including USAG, a sanction to host National or International events, that
11 they provide “proper medical supervision will be provided for athletes who will participate
12 in the competition.” 36 U.S.C. §§220525(b)(4)(E).

13 9. During all relevant times during MCKAYLA MARONEY’s abuse, USOC was
14 responsible for ensuring that the Karolyi Ranch, provided adequate supervision for the minors
15 competing thereat, reasonable safety protocols ensuring the safety of those minors, and reasonable
16 supervision, training, and oversight procedures for all medical care provided to gymnasts at the
17 Karolyi Ranch, including training of staff on identification of sexual abuse, proper procedures, use
18 of proper medical care, and staffing of ample medical personnel to ensure proper care of all minor
19 gymnasts, including the Plaintiff MCKAYLA MARONEY. Despite these duties under the law,
20 Defendant USOC implemented virtually no safety protocols or procedures at the Karolyi Ranch,
21 and failed to provide any supervision for minor gymnasts training at the Karolyi Ranch.

22 10. At all times relevant to the Plaintiff’s sexual abuse at the hands of NASSAR,
23 Defendant USOC was responsible for her supervision while competing at Olympic and the World
24 Artistic Gymnastics Championships, in which she competed. Despite being the body responsible
25 for the Plaintiff’s safety during these events, including, being responsible for her supervision,
26 medical care, and well-being, Defendant USOC provided no adequate or effective measures to
27 ensure her protection from the risk of sexual abuse, either at the events or in her living quarters,
28 where sexual abuse by NASSAR occurred. Despite competing in Japan, the United Kingdom and

1 Belgium (among other international sites), the Plaintiff MCKAYLA MARONEY was provided no
2 supervision while medical treatment was performed in her living quarters by NASSAR. This is
3 how and why NASSAR was allowed solitary access to these minors, including the Plaintiff
4 MCKAYLA MARONEY.

5 11. In 2010, during the Plaintiff MCKAYLA MARONEY’s sexual abuse at the hands
6 of NASSAR, Defendant USOC convened what it termed the “Working Group for Safe Training
7 Environments” in order to address, among many things, physical and sexual abuse of amateur
8 athletes in NGB. It was not until 2011, after this commission met, that Defendant USOC hired an
9 individual to head its “SafeSport” program and not until 2012 that a “SafeSport” Handbook was
10 adopted and promulgated safeguards and safety protections for minor athletes, from the ravages of
11 sexual abuse. Despite only instituting these SafeSport policies in 2012, Defendant USOC was
12 acutely aware of the ravages of sexual abuse posed to minors in amateur sports, **for at least a**
13 **decade prior to this SafeSport program being created; as discussed further at Paragraph 50.**

14 12. As a requirement for NGBs, such as USAG, to remain in “good standing” with
15 USOC, USOC policies require that USAG “...l) comply with the safe sport policies of the
16 corporation and with the policies and procedures of the independent safe sport organization
17 designated by the corporation to enhance safe sport practices and to investigate and resolve safe
18 sport violations (no exceptions to this requirement shall be allowed unless granted by the CEO, or
19 his or her designee, after allowing the [NGB] or PSO to present the reasons for such exception)...”
20 The Plaintiff is informed and believes, and on that basis alleges, that the Safe Sport program was
21 introduced in or around 2011, and that such policies have become more stringent over the years.
22 Nevertheless, the USOC continued to fail to adequately enforce these policies against NASSAR,
23 and has continually failed to uphold said policies through proper reporting, supervision, mandates
24 on NGBs (including USAG), and other preventative procedures. Even as the SafeSport policies
25 state today herein, Defendant USOC still failed to uphold these policies and procedures, had they
26 been in-place at the commencement of MCKAYLA MARONEY’s sexual abuse. Defendant
27 USOC has and had a culture and atmosphere that conceals known and suspected sexual abusers,
28 which transcends all policies and procedures that are set in-place. For this reason, Defendant

1 USOC has a practice and culture of ignoring its own internal rules and mandates for NGBs, in
2 order to protect its reputation and blind itself to known abusers within the ranks of NGBs for which
3 it is responsible.

4 13. Moreover, the USOC currently promulgates the SafeSport policies that prevent
5 "...USOC employees, coaches, contracted staff, volunteers, board members, committee and task
6 force members, and other individuals working with athletes or other sport participants while at an
7 OTC, whether or not they are employees of the USOC" and "...[a]thletes training and/or residing
8 at a USOC Olympic Training Center" from engaging in sexually abusive misconduct, including
9 "child sexual abuse" and "sexual misconduct." See USOC Safe Sport Policies, Section II(c).
10 SafeSport policy also has policies for identifying "grooming" behaviors, which it defines as,
11 "...the most common strategy used by offenders to seduce their victims."

12 14. Subsequent to sometime in 2012, Plaintiff is informed and believes and on that
13 basis, alleges these policies (or prior versions that were similar or less restrictive) were in effect at
14 USOC, and applied to USAG. Despite the existence of these policies after 2012, Defendant USOC
15 allowed NASSAR to continue to participate with minor children at USAG, the NGB for Women's
16 Gymnastics, and failed to adequately enforce these policies, or mandate that USAG enforce these
17 policies. Due to its systemic and knowing failure to enforce these policies, the Plaintiff was
18 sexually harassed, abused, and molested by NASSAR; an individual who was subject to these
19 policies. Plaintiff is informed, and on that basis, believes that USAG was at all times in "good
20 standing" with Defendant USOC, despite failing to adhere to, and enforce the SafeSport policies,
21 which it violated by allowing NASSAR access to minor gymnasts, including the Plaintiff
22 MCKAYLA MARONEY. Furthermore, in failing to report suspected child abuse of NASSAR
23 and/or failing to enforce policies and procedures to prevent said sexual abuse of minors, the
24 Defendant USOC prevented the Plaintiff and her parents from avoiding the sexual abuse of the
25 Plaintiff and/or ceasing it sooner.

26 15. Further, Defendant USOC was required to ensure that NGBs, including USAG,
27 ensure that "**proper safety precautions have been taken to protect the personal welfare of the**
28 **athletics and spectators at the competition.**" 36 U.S.C. §§220525(b)(4)(F). Moreover, as part of

1 an NGB’s mandate from the Defendant USOC, it was to, “**encourage and support research,**
2 **development, and dissemination of information in the areas of sports medicine and sports**
3 **safety.**” 36 *U.S.C.* §220524(9). Had Defendant USOC performed its mandate reasonably,
4 diligently, and in accord with its duty to protect minor children under both Federal and California
5 Law, NASSAR would have been investigated, sanctioned, and/or removed from USAG,
6 Defendant MSU, and others, and never have been placed in solitary contact with the Plaintiff.
7 Defendant USOC never adequately or reasonably enforced these policies, thus, the sexual abuse
8 perpetrated by NASSAR on the Plaintiff, as well as hundreds of other minor girls, was a natural,
9 probable and foreseeable outgrowth of Defendant USOC’s dereliction of its duties. Defendant
10 USOC willfully blinded itself and its officers, agents, employees, and servants, to ravages of sexual
11 abuse that were rampant in amateur sports and in organizations for which it was responsible to
12 supervise, including USAG.

13 16. In March of 2017, under the United States Senate Judiciary Committee’s inquiry
14 into the failure of the USAG and USOC in protecting gymnasts from sexual assault, specifically
15 centered around NASSAR, the USOC’s president publicly admitted, “[t]he Olympic community
16 failed the people it was supposed to protect.”

17 17. Plaintiff is informed, and believes, and on that basis alleges that Defendant USOC
18 was aware, at the highest levels of its organization, that NASSAR had molested Olympian and
19 National Team level gymnasts who participated with USAG, an NGB under Defendant USOC’s
20 charter, while NASSAR was permitted to return to his medical practice at Defendant MSU without
21 Defendant MSU being warned, advised or otherwise contacted by Defendant USOC regarding
22 Defendant USOC’s knowledge of NASSAR’s sexual abuse of elite, minor gymnasts. Plaintiff is
23 informed and believes, and on that basis alleges that despite having actual knowledge of
24 NASSAR’s molestation of minor gymnasts as early as 2015, Defendant USOC concealed their
25 involvement with USAG, concealed its knowledge of NASSAR’s sexual misconduct with minor
26 children, and ultimately, misdirected the United States Senate into believing that Defendant USOC
27 had only failed to protect minor gymnasts through lack of oversight. Plaintiff is informed and
28 believes and on that basis alleges that Defendant USOC knew that NASSAR had been removed

1 from Defendant USAG for allegations of child molestation as early as 2015, as it was Defendant
2 USOC’s custom and practice to necessarily learn of reports of child molestation by a NGB
3 employee, like those made to Defendant USAG in 2015, given that USOC was responsible for the
4 supervision of Defendant USAG. Nonetheless, Defendant USOC had representatives present at
5 the March 2017 Senate Judiciary Committee Hearing and concealed their prior knowledge of
6 NASSAR being a pedophile and sexual abuser; leaving the Senators, those present, and the public
7 with the false impression that Defendant USOC simply failed to implement proper procedures to
8 prevent abuse. During this hearing, and as early as 2015, Defendant USOC had knowledge that
9 NASSAR was abused young girls, and that he continued to sexually abuse young girls for over
10 another year at Defendant MSU, without notifying, informing, or otherwise communicating this
11 knowledge of Defendant MSU.

12 18. Under California *Penal Code* § 11165.7, USOC is an organization whose
13 employees, agents, and/or servants are legally “mandated reporters”, considering that USOC is a
14 youth recreational program and USOC’s employees’ duties require direct contact and supervision
15 of children.

16 **DEFENDANT, MICHIGAN STATE UNIVERSITY (“MSU”)**

17 19. Defendant MSU, at all times mentioned herein, was and is a business entity of form
18 unknown, having its principal place of business in the State of Michigan. Plaintiff is informed and
19 believes MSU is a public land grant university, established in 1855, in East Lansing, Michigan.
20 Defendant MSU is a research university that proclaims itself to “...work every day to advance the
21 common good in uncommon ways. Together we tackle some of the world’s toughest problems to
22 find solutions that make life better.” In advertising, Defendant MSU claims “[o]ur three core,
23 interwoven values are quality, inclusiveness, and connectivity.” Furthermore, Defendant MSU
24 proclaims itself to be on the Top 100 universities in the world, and that in 2014-2015, it received
25 \$584 million in external funding for research and that it annually receives \$50 million in
26 international funding. In 2015-2016, Defendant MSU had a general fund budget of over \$1 billion.

27 20. Defendant MSU further claims that it has amongst the best athletics programs in
28 the nation. As Defendant MSU’s own website declares, its “dedication and excellence was

1 recognized by CBSSports.com in its annual Best in College Sports Award, which rated [Defendant
2 MSU]'s athletics program No. 2 in the nation across the board, noting it ‘has become a model of
3 consistency, and its teams have proven capable of winning big and graduating players.’”

4 21. Through his ubiquity and perceived admiration in the National and International
5 gymnastics community, NASSAR’s history and reputation for providing care to Olympians and
6 elite level gymnasts derived continuous and substantial economic benefit to MSU, its Sports
7 Medicine Department and its athletics programs. MSU’s reputation as the Olympic gymnastics
8 doctor, created confidence, trust, and pedigree in the Defendant MSU’s Sports Medicine program
9 which furthered MSU’s financial and athletics interests. Plaintiff is informed and believes and on
10 that basis alleges that by having MSU, the Olympic doctor, employed at the MSU facilities, MSU
11 benefitted financially by attracting better athletic recruits, and providing treatment to non-
12 collegiate athletes seeking perceived elite medical care.

13 22. From in or around 1996 until September 2016, NASSAR was a full-time employee
14 of MSU, and a physician in its Sports Medicine Department. During this period, his written and
15 contractually mandated job duties involved a vast allocation of his time (approximately 50%) being
16 spent conducting what is described by MSU as “outreach”. One of the organizations that he
17 routinely provided outreach for, and that MSU and USOC knew NASSAR would routinely provide
18 “outreach” for, was USAG, which can be found in NASSAR’s employment documents. Thus, the
19 work performed by NASSAR for USAG and Defendant USOC, was performed within the course
20 and scope of NASSAR’s employment with MSU, and MSU was responsible with USAG,
21 Defendant USOC, (and other defendants), for supervising NASSAR, protecting the Plaintiff from
22 NASSAR and warning the Plaintiff’s parents of the risk posed by NASSAR to the Plaintiff and
23 other minor girls in USAG, Defendant USOC, and Defendant MSU’s care. As part of NASSAR’s
24 employment, MSU explicitly allowed and encouraged NASSAR to travel across the country with
25 USAG, USOC, and travel to Texas to perform work for BELA KAROLYI and MARTA
26 KAROLYI. Plaintiff is informed and believes, and on that basis alleges that MSU and USOC, at
27 all times relevant to MCKAYLA MARONEY’s abuse, knew that NASSAR was performing
28 purported medical treatments on minor children including the Plaintiff, knew that NASSAR had

1 complaints pertaining to these purported medical treatments (which were disguised, sexually
2 abusive acts), but nonetheless allowed NASSAR to continue working for USAG and Defendants
3 USOC, and DOES 1 through 500, without any prior warning, protection, or remedial steps taken
4 to limit his access to minor children.

5 23. Defendant MSU purposely conducts substantial business activities in the State of
6 California. Defendant MSU actively seeks and recruits minor athletes from California, specifically
7 the Los Angeles and Southern California area, to attend schooling at MSU. The Defendant MSU
8 further conducts business in the State of California by sending representatives to college fairs and
9 recruitment events to lure potential students to attend Defendant MSU. Furthermore, MSU
10 employed NASSAR and compensated NASSAR to provide medical treatment throughout the
11 United States with USAG and Defendant USOC, and even throughout the world. Defendant MSU
12 knowingly permitted NASSAR to travel the world performing his abusive procedures on minor
13 gymnasts with USAG and Defendant USOC, including MCKAYLA MARONEY. Despite having
14 numerous warning signs that NASSAR was sexually abusive towards minors and young women,
15 MSU continued to employ NASSAR and continued to allow NASSAR to be associated with
16 USAG and USOC. MSU knew that NASSAR travelled throughout the United States, including
17 California, and employed him to do so. It was under these circumstances that NASSAR was given
18 solitary and secluded access to minors, including the Plaintiff MCKAYLA MARONEY, where
19 NASSAR sexually violated the Plaintiff both in California and outside California.

20 24. Under the applicable laws, Defendant MSU and its Sports Medicine Department
21 and athletics departments, are organizations whose employees, agents, and/or servants are legally
22 “mandated reporters”, considering that Defendant MSU operates a medical facility, and its
23 employees’ duties require providing direct medical care. Furthermore, Defendant MSU is
24 governed by Title IX of the Education Amendments of 1972 (“Title IX”), 20 U.S.C. §1681 *et seq.*,
25 and is required to investigate allegations of sexual assault, sexual abuse and sexual harassment.
26 Defendant MSU systematically failed to uphold the duties and requirements under Title IX through
27 a pattern, history and culture of willful disregard for allegations of sexual abuse.

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1 competitions. NASSAR continued to function in this capacity at USAG until in or around the
2 middle of 2015. Moreover, it is upon information and belief, that as the National Team Doctor for
3 USAG, which was chartered via Defendant USOC, NASSAR was the individual responsible for
4 maintaining USAG's compliance with the medical requirements, policies and procedures set forth
5 by Defendant USOC. Nevertheless, Defendant USOC failed to provide supervision, oversight, and
6 any meaningful inhibition to limit NASSAR's access to minor children.

7 31. At all times herein alleged, NASSAR was an employee, agent, and/or servant of
8 USAG, Defendant USOC, Defendant MSU, and DOES 1 through 500, and/or was under their
9 complete control and/or active supervision.

10 32. NASSAR was retained by USAG, Defendant MSU, Defendant USOC and DOES
11 1 through 500, as an Osteopathic Physician and certified athletic trainer to provide care, treatment,
12 and athletic training to the USAG and its participants, many of which were minors while in his
13 care. It was through this position of trust and confidence, that the NASSAR exploited the Plaintiff,
14 in perpetrating his sexual abuse, molestation and harassment upon the Plaintiff. All of the sexually
15 abusive and harassing conduct alleged herein was done for the NASSAR's sexual gratification and
16 was based upon the gender of the Plaintiff.

17 33. It is on information and reasonable belief that NASSAR, using his apparent
18 authority and position within USAG, Defendant MSU, Defendant USOC and DOES 1 through
19 500, over the minor participants in his charge, that the NASSAR sexually abused, molested, and
20 harassed numerous gymnasts, over the nearly 30 years in which NASSAR has been affiliated with
21 USAG, USOC, MSU and DOES 1 through 500.

22 34. NASSAR is being sued solely for Declaratory Relief, as NASSAR is a released
23 party within the terms of the Settlement Agreement, entered into by the Plaintiff and USAG.

24 **DEFENDANTS, DOE 1 THROUGH 500**

25 35. Defendants DOES 1 through 500, inclusive, and each of them, are sued herein
26 under said fictitious names. Plaintiff is ignorant as to the true names and capacities of DOES 1
27 through 500, whether individual, corporate, associate, or otherwise, and therefore sue said
28 Defendants by such fictitious names. When their true names and capacities are ascertained,

1 Plaintiff will request leave of Court to amend this Complaint to state their true names and capacities
2 herein.

3 36. USOC, MSU, and DOES 1 through 500, inclusive, are sometimes collectively
4 referred to herein as "Defendants" and/or as "All Defendants"; such collective reference refers to
5 all specifically named Defendants as well as those fictitiously named herein.

6 37. Plaintiff is informed and believe, and on that basis, allege that at all times
7 mentioned herein, each Defendant was responsible in some manner or capacity for the occurrences
8 herein alleged, and that Plaintiff's damages, as herein alleged, were proximately caused by all said
9 Defendants.

10 38. At all times mentioned herein, each and every Defendant NASSAR was an
11 employee, agent, and/or servant of USAG, Defendant USOC, Defendant MSU and DOES 1
12 through 500, inclusive, and/or was under their complete control and/or active supervision.
13 Defendants and each of them are individuals, corporations, partnerships and/or other entities that
14 engaged in, joined in, and conspired with other Defendants and wrongdoers in carrying out the
15 tortuous and unlawful activities described in this Complaint.

16 39. Plaintiff is informed and believe, and on that basis, allege that at all times
17 mentioned herein, there existed a unity of interest and ownership among Defendants and each of
18 them such that any individuality and separateness between Defendants, and each of them, ceased
19 to exist. Defendants and each of them were the successors-in-interest and/or alter egos of the other
20 Defendants, and each of them, in that they purchased, controlled, dominated and operated each
21 other without any separate identity, observation of formalities, or other manner of division. To
22 continue maintaining the facade of a separate and individual existence between and among
23 Defendants, and each of them, would serve to perpetrate a fraud and injustice.

24 40. Plaintiff is informed and believes, and on that basis, alleges that at all times
25 mentioned herein, Defendant USOC, Defendant MSU, and DOES 1 through 500 were the agents,
26 representatives and/or employees of each and other. In doing the things hereinafter alleged,
27 Defendants and each of them were acting within the course and scope of said

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1 alternative personality, capacity, identity, agency, representation and/or employment and were
2 within the scope of their authority, whether actual or apparent.

3 41. Plaintiff is informed and believes, and on that basis alleges that at all times
4 mentioned herein, USOC, MSU, and DOES 1 through 500 were the trustees, partners, servants,
5 joint venturers, shareholders, contractors, and/or employees of each other, and the acts and
6 omissions herein alleged were done by them, acting individually, through such capacity and within
7 the scope of their authority, and with the permission and consent of each and every other Defendant
8 and that said conduct was thereafter ratified by each and every other Defendant, and that each of
9 them is jointly and severally liable to Plaintiff.

10 **SEXUAL ABUSE OF MCKAYLA MARONEY AND RESULTING LIFELONG**
11 **DAMAGES**

12 42. By his position within the Defendants' institutions, Defendants and NASSAR
13 demanded and required that Plaintiff respect NASSAR, in his position as team physician for
14 USAG, authorized by USOC.

15 43. NASSAR did sexually abuse, harass and molest the MCKAYLA MARONEY, who
16 was a minor child at the time of the acts at-issue.

17 44. The sexual harassment and abuse of Plaintiff by the Perpetrator (NASSAR),
18 outlined below, took place while Defendant the Perpetrator (NASSAR) was the team physician of
19 USAG and under the control of Defendants USOC, MSU, and DOES 1 through 500. Plaintiff was
20 a participant and member of USAG and DOES 1 through 500, while the Perpetrator (NASSAR)
21 was serving as an agent and employee of Defendants in his capacity as team physician:

- 22 a. In his capacity as a team physician with USAG, Defendant USOC, Defendant
23 MSU, and DOES 1 through 500, the Perpetrator (NASSAR) was given custody and
24 supervision of minors, including Plaintiff. The Perpetrator (NASSAR) used this
25 position to coerce children to concede to his sexual suggestions, using his authority
26 and position of trust to exploit them physically, sexually, and emotionally;
- 27 b. Plaintiff became a member and participant of USAG, and a part of the Junior
28 National Team for USAG in 2009. Plaintiff soon formed a relationship with the
Perpetrator (NASSAR), USAG's team physician. At this time, in or around 2009,
the Perpetrator (NASSAR) commenced the process of "grooming" Plaintiff for later
physical, sexual and emotional abuse. Plaintiff is informed and believes the
Perpetrator (NASSAR) would use the guise of care, athletic training, osteopathy,
and kinesiology to normalize intimate, inappropriate, and sexually abusive contact
with Plaintiff. Plaintiff is informed and believes the Perpetrator (NASSAR) would
enter the living quarters of the Plaintiff MCKAYLA MARONEY and other
gymnasts at the Karolyi Ranch, hotel rooms at meets, and at other locations, placing

1 Plaintiff under the impression this inappropriate contact was part of treatment.
2 During this period, Plaintiff was a patient under the Perpetrator's (NASSAR) direct
supervision and control.

3 c. Plaintiff is informed and believes the Perpetrator's (NASSAR) physical and sexual
4 abuse of Plaintiff commenced after the grooming of Plaintiff began, and occurred
5 numerous times while the team was traveling and before and after competitive
6 meets up until in and around 2013. Specifically, the Plaintiff was sexually abused
7 by NASSAR in Texas at the Karolyi Ranch, in California, and at numerous
8 locations around the country, as well as internationally in Japan, in the United
9 Kingdom and in Belgium. During this period, Plaintiff was a participant, member,
10 and patient under the Perpetrator's (NASSAR) and Defendants' direct supervision
11 and control. Using his position as team physician, the Perpetrator (NASSAR)
12 would interact with Plaintiff under the guise of providing her care and treatments
13 necessary for her to compete as a world-class, Olympic medal-winning gymnast.
14 Under these circumstances, the Perpetrator (NASSAR) placed his bare hand in
15 Plaintiff's vagina and anus, on multiple occasions, in Plaintiff's assigned living
16 quarters, without any supervision or a chaperone. Further, NASSAR, on at least
17 one occasion, disrobed Plaintiff, mounted the Plaintiff while performing a medical
treatment, placed his fingers into her anus and vagina, and had an erection. Plaintiff
is informed and believes that the Perpetrator's (NASSAR) sexual abuse,
molestation, and harassment of Plaintiff occurred on the premises of USAG, in
hotels around the world, and various other locations including in living quarters, in
training facilities, in gyms, et cetera.

18 d. In addition to the sexual acts engaged in hereinabove, NASSAR would
19 continuously, obsessively and compulsively photograph MCKAYLA MARONEY
20 and is believed to possessed thousands of photographs of MCKAYLA MARONEY
21 competing in gymnastics events, training, in everyday situations, and it is upon
22 information and belief, therefore the Plaintiff MCKAYLA MARONEY alleges,
23 that she believes photographs were taken of her while NASSAR was sexually
24 abusing her under the guise of treatment. MCKAYLA MARONEY is further
25 informed and believes, and on that basis alleges that these photographs were shared
26 by NASSAR with other pedophiles for their sexual gratification.

27 45. Plaintiff is informed and believes, and on that basis alleges, that such conduct by
28 NASSAR was based upon Plaintiff's gender, and was done for NASSAR's sexual gratification.
These actions upon MCKAYLA MARONEY were performed by NASSAR without the free
consent of Plaintiff, as MCKAYLA MARONEY was a young child, and could therefore not give
valid legal consent.

FACTUAL ALLEGATIONS APPLICABLE TO ALL CLAIMS BY PLAINTIFF

46. At all times material hereto, Plaintiff was a minor participant and member of
USAG, and was under their complete control, dominion, and supervision. NASSAR worked for,
was employed by, and an agent/servant of USAG, Defendant USOC and DOES 1 through 500
when NASSAR came into contact with MCKAYLA MARONEY.

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1 47. At all times material hereto, NASSAR was under the direct supervision,
2 management, agency and control of Defendants USOC, MSU, and DOES 1 through 500, inclusive.
3 NASSAR was the team physician of USAG. While a team physician at USAG, NASSAR's
4 employment duties included coordinating the care for USAG at every national and international
5 competition, providing individual care and providing for the physical needs and well-being of
6 participants and members of USAG (and in accord with Defendant USOC policies, procedures,
7 and mandates), and care including but not limited to osteopathic adjustments and kinesiology
8 treatment to participants and members of USAG, which included MCKAYLA MARONEY.
9 MCKAYLA MARONEY was a participant and member of USAG, and it is under these
10 circumstances that MCKAYLA MARONEY came to be under the direction and control of
11 NASSAR, who used his position of authority and trust to molest and sexually abuse MCKAYLA
12 MARONEY.

13 48. As a member and participant of USAG while NASSAR was a team physician, the
14 MCKAYLA MARONEY was under NASSAR's direct supervision, control and care, which
15 created a special, confidential, and fiduciary relationship between MCKAYLA MARONEY, her
16 parents, and NASSAR. Because of such relationship, NASSAR owed Plaintiff a special duty of
17 care. Additionally, as the employers and supervisors of NASSAR, with knowledge that he was in
18 contact with and providing care to children, USAG, Defendant USOC, Defendant MSU, and
19 DOES 1 through 500 were also in a special, confidential, and fiduciary relationship with Plaintiff,
20 owing her a duty of care.

21 49. By assigning NASSAR as team physician of USAG under the mandated and control
22 of Defendants USOC and MSU, USOC and MSU represented to the community and participants
23 and members of USAG that NASSAR was safe, trustworthy, and of high moral and ethical repute,
24 such that parents of participants and members need not worry about having NASSAR interact with,
25 and provide care to their minor children. Defendants did so in order to preserve their own public
26 image and reputation, so they could retain past participants and members and recruit new
27 participants and members, thus allowing donations and other financial support to continue flowing
28 into their coffers for financial gain.

1 50. Plaintiff is informed and believes, and on that basis, alleges that Defendants MSU,
2 USOC and DOES 1 through 500 knew or should have known that NASSAR had engaged in
3 unlawful sexually-related conduct in the past, and/or was continuing to engage in such conduct.
4 Defendants had a duty to disclose these facts to MCKAYLA MARONEY and her parents, but
5 negligently and/or intentionally suppressed, concealed or failed to disclose this information. The
6 duty to disclose this information arose by the special, trusting, confidential, fiduciary relationship
7 between Defendants and Plaintiff.

8 51. Plaintiff is informed and believes, and on that basis, alleges that Defendants knew
9 or should have known that sexually abusive staff, such as NASSAR, were violating USOC and
10 USAG policies, without enforcement or abatement, and were continually allowed to be in contact
11 with minor children, such as MCKAYLA MARONEY. As early as 1999, USOC was placed on
12 notice by former USAG president Robert Colarossi, who wrote a letter to the USOC, explaining
13 that the safety procedures and policies that USOC required USAG to follow, were part of a
14 “...fundamentally flawed process...” and that at USOC there was an “...**apparent indifference**
15 **to the welfare of young children manifest in the Committee’s actions.**” See Exhibit A as the
16 Letter from Robert Colarossi to USOC. It was not until 11 years later, that Defendant USOC
17 created the SafeSport program and issued a handbook detailing specific procedures for preventing
18 sexual abuse of minors, and access to minors by sexual abusers. Despite instituting this handbook
19 and program, Defendant USOC maintained its course and culture of ignoring abuse, ignoring its
20 internal policies and procedures, and placing minors in the way of danger.

21 52. Plaintiff is informed and believes and on that basis, alleges Defendants knew of, or
22 should have known of, NASSAR’s propensity and disposition to engage in sexual misconduct with
23 minors before he sexually abused and molested MCKAYLA MARONEY, and knew of the
24 probability that NASSAR would molest minors with whom he came into contact, such as
25 MCKAYLA MARONEY.

26 53. Defendant failed to implement reasonable safeguards to avoid acts of unlawful
27 sexual conduct by NASSAR in the future, including avoiding placement of NASSAR in a position
28 where contact and interaction with children is an inherent function. Defendants ignored and

1 suppressed the past sexual misconduct NASSAR had engaged in, and concealed that information
2 from MCKAYLA MARONEY and her family.

3 54. Plaintiff is informed and believes, and on that basis alleges, that Defendants were
4 apprised, knew or should have known of and/or were put on notice of NASSAR's past sexual
5 abuse of children, past claims and/or investigations, and his propensity and disposition to engage
6 in such unlawful activity and unlawful sexual activity with minor participants and members such
7 that Defendants knew or should have known that NASSAR would commit wrongful sexual acts
8 with participants and members, including MCKAYLA MARONEY. Plaintiff is informed and
9 believes, and on that basis alleges that personnel and/or employment records and other records of
10 Defendants' reflect numerous incidents of inappropriate sexual contact and conduct with minor
11 participants and members by NASSAR and other professionals, employees, assistants, agents,
12 supervisors and others, including incidents occurring both on and off the physical premises of such
13 Defendants and at national and international meets. Based on these records, Defendants knew
14 and/or should have known of NASSAR's history of sexual abuse, past claims and/or past
15 investigations, and his propensity and disposition to engage in unlawful activity and unlawful
16 sexual activity with participants and members such that Defendants knew or should have known
17 that NASSAR would commit wrongful sexual acts with those minor participants and members,
18 including MCKAYLA MARONEY.

19 55. Plaintiff is informed and believes, and on that basis alleges, that NASSAR was
20 repeatedly informally censured, disciplined and/or reprimanded by USAG for taking an inordinate
21 number of photographs of young girls, who were gymnasts. This conduct by NASSAR was in
22 direct contravention of his duties set forth by the USAG, Defendant USOC, and was not
23 communicated to the Plaintiff or her family. This conduct was not further investigated, was not
24 reported to law enforcement or child welfare authorities, and was never communicated to the
25 Plaintiff, her parents or other gymnasts, in direct violation of USAG's mandate under the
26 Defendant USOC's policies, procedures and rules. Subsequent to NASSAR's initial arrest in 2016,
27 thousands of images of child pornography were located by Federal law enforcement on his
28 electronic devices, and NASSAR pleaded guilty to such possession of child pornography in July

1 of 2017. Had Defendants USOC and MSU effectively implemented their safety policies and
2 procedures, damage to the Plaintiff could have been minimized, but was not. Instead, the
3 photographs taken of MCKAYLA MARONEY could be anywhere on the internet, or possessed
4 by any number of pedophiles or sexual deviants.

5 56. Because of the relationship between Plaintiff and Defendants, Defendants had an
6 obligation and duty under the law not to hide material facts and information about NASSAR's
7 past, and his deviant sexual behavior and propensities. Additionally, Defendants had an affirmative
8 duty to inform, warn, and institute appropriate protective measures to safeguard minors who were
9 reasonably likely to come in contact with NASSAR, including MCKAYLA MARONEY at the
10 time. Defendants willfully refused to notify, give adequate warning and implement appropriate
11 safeguards, thereby creating the peril that ultimately damaged MCKAYLA MARONEY.

12 57. Plaintiff is informed and believes, and on that basis alleges, that prior to
13 MCKAYLA MARONEY's sexual abuse by NASSAR, Defendants engaged in a pattern and
14 practice of employing sexual abusers. Defendants concealed these facts from participants and
15 members, their parents, the Los Angeles County community, the gymnastics community, the
16 public at large, other NGB's, the United States government, various local governments, and law
17 enforcement agencies.

18 58. As is set forth herein, Defendants and each of them have failed to uphold numerous
19 mandatory duties required of them by state and federal law, as well as their own internal written
20 policies and procedures, including:

- 21 • Duty to use reasonable care to protect participants and members from known or
22 foreseeable dangers
- 23 • Duty to inform the Plaintiff MCKAYLA MARONEY and her parents of the known
24 risks to the health and well-being of their daughter while in USAG and/or USOC
25 sponsored, authorized, and supervised programs, events and trainings;
- 26 • Duty to enact policies and procedures that are not in contravention of the Federal
27 Civil Rights Act, section 1983 and the 14th amendment of the United States
28 Constitution;
- Duty to protect participants and members and staff, and provide adequate supervision;
- Duty to ensure that any direction given to participants and members is lawful, and
that adults act fairly, responsible and respectfully towards participants and members;

- 1 • Duty to properly train staff so that they are aware of their individual responsibility for creating and maintaining a safe environment;
- 2 • Duty to review the criminal history of applicants and current employees;
- 3 • Duty to provide diligent supervision over minors;
- 4 • Duty to act promptly and diligently and not ignore or minimize problems.
- 5 • Duty to report suspected incidents of child abuse and more specifically childhood sexual abuse (*Penal Code* sections 11166, 11167).
- 6 • Duty to provide adequate and safe medical care pursuant to 36 U.S.C. §§220525(b)(4)(E).

7
8 59. Defendants and each of them had and have a duty to protect participants and
9 members, including MCKAYLA MARONEY. Defendants were required to, and failed, to provide
10 adequate supervision, and failed to be properly vigilant in seeing that supervision was sufficient at
11 USAG and USOC to ensure the safety of MCKAYLA MARONEY and others.

12 60. Despite having a duty to do so, Defendants failed to adequately train and supervise
13 all staff to create a positive and safe environment, specifically including training to perceive, report
14 and stop inappropriate sexual conduct by other members of the staff, specifically including
15 NASSAR with children.

16 61. Defendants failed to enforce their own rules and regulations designed to protect the
17 health and safety of the participants and members. Further, they failed to adopt and implement
18 safety measures, policies and procedures designed to protect minor children such as Plaintiff's
19 child from the sexually exploitive and abusive acts of their agents and employees such as
20 NASSAR.

21 62. Plaintiff is informed and believes and on that basis alleges that as part of
22 Defendants' conspiratorial and fraudulent attempt to hide NASSAR's propensity to sexually abuse
23 children, and prior sexual misconduct with children, from public scrutiny and criminal
24 investigation, Defendants implemented various measures designed to make NASSAR's conduct
25 harder to detect and ensure minors with whom he came into contact, such as MCKAYLA
26 MARONEY, would be sexually abused, including:

- 27 a. Permitting NASSAR to remain in a position of authority and trust after
28 Defendants knew or should have known that he was a molester of children;

- 1 b. Placing NASSAR in a separate and secluded environment, at USAG and USOC
2 authorized camps and events, including assigning him unfettered access and
3 control over minor participants and members that included individual and private
4 examinations, private osteopathic adjustments without a chaperone, and allowing
5 NASSAR to physically and sexually interact with the children, including
6 MCKAYLA MARONEY;
- 7 c. Failing to disclose NASSAR's prior record of misconduct, sexual abuse,
8 harassment and molestation and his propensity to commit such acts towards
9 participants and members in USAG's and USOC's program, the public at large,
10 and law enforcement;
- 11 d. Allowing NASSAR's unsupervised and un-controlled access to minors, including
12 MCKAYLA MARONEY;
- 13 e. Holding out NASSAR to MCKAYLA MARONEY, other participants and
14 members of USAG and USOC, and the public at large as a trustworthy and honest
15 person of high ethical and moral repute who was capable and worthy of being
16 granted unsupervised access to the children of USAG;
- 17 f. Failing to investigate or otherwise confirm or deny such facts about NASSAR
18 including prior arrests, charges, claims and investigations for sexual abuse;
- 19 g. Failing to inform, or concealing from Plaintiff and law enforcement officials the
20 fact that MCKAYLA MARONEY and others were or may have been sexually
21 abused, harassed and molested, after Defendants knew or should have known that
22 NASSAR may have sexually abused MCKAYLA MARONEY or others, thereby
23 enabling MCKAYLA MARONEY to continue to be endangered and sexually
24 abused, harassed, molested, and/or creating the circumstance where MCKAYLA
25 MARONEY and others were less likely to receive proper medical treatment, thus
26 exacerbating the harm to MCKAYLA MARONEY;
- 27 h. Holding out NASSAR to Plaintiff and to the community as being in good
28 standing and trustworthy;
- i. Cloaking NASSAR's prior sexual misconduct with children within the facade of
normalcy, thereby disguising the nature of his sexual abuse and contact with
minors;
- j. Failing to take reasonable steps and to implement reasonable safeguards to avoid
acts of unlawful sexual conduct by NASSAR such as avoiding placement of
NASSAR in functions or environments in which his solitary contact with children
was inherent;
- k. Failing to put in place a system or procedure to supervise or monitor physicians,
athletic trainers, and agents to insure they do not molest or abuse minors in
Defendants' care.
- l. Failing to investigate Nassar's background adequately.
- m. Allowing NASSAR to practice medicine without a Texas medical license at the
National Training Center.
- n. Failing to implement any reasonable, meaningful, or adequate supervision
policies, practices or procedures at the National Training Center, which would
have prevented NASSAR solitary access to minors, including the Plaintiff.

1 63. By his position within the Defendants' institutions, NASSAR attained a position of
2 influence over MCKAYLA MARONEY, her parents, and others. Defendants' conduct created a
3 situation of peril that was not, and could not be appreciated by MCKAYLA MARONEY. By virtue
4 of Defendants' conspiratorial and fraudulent conduct, and in keeping with their intent to fail to
5 disclose and hide NASSAR's past and present conduct from the community, the public at large
6 and law enforcement, Defendants allowed NASSAR to remain in a position of influence where his
7 unsupervised or negligently supervised conduct with minor participants and members made the
8 molestation and abuse of minor participants and members possible.

9 64. During the period MCKAYLA MARONEY was being sexually abused and
10 harassed by NASSAR, Defendants had the authority and ability to prevent such abuse by removing
11 NASSAR from his position as team physician at Team USA, USAG and in his status with the
12 USOC. They failed to do so, allowing the abuse to occur and to continue unabated. Plaintiff is
13 informed and believes and on that basis, alleges that this failure was a part of Defendants'
14 conspiratorial plan and arrangement to conceal NASSAR's wrongful acts, to avoid and inhibit
15 detection, to block public disclosure, to avoid scandal, to avoid the disclosure of their tolerance of
16 child sexual molestation and abuse, to preserve a false appearance of propriety, and to avoid
17 investigation and action by public authority including law enforcement. Such actions were
18 motivated by a desire to protect the reputation of Defendants and protect the monetary support of
19 Defendants, while fostering an environment where such abuse could continue to occur.

20 65. As a direct result of the sexual harassment and abuse that MCKAYLA MARONEY
21 suffered by NASSAR and USAG, Defendants USOC and DOES 1 through 500 failing to inform
22 the MCKAYLA MARONEY (or her parents) of the danger posed to her by NASSAR, Plaintiff
23 has had difficulty in meaningfully interacting with others, including those in positions of authority
24 over Plaintiff including physicians, athletic supervisors, and agents. Plaintiff has been limited in
25 her ability to meaningfully interact with others due to the trauma of childhood sexual abuse, and
26 the upset of having known that they could have prevented such, had Defendants conveyed the
27 appropriate information. This inability to interact creates conflict with Plaintiff's values of trust
28 and confidence in others, and has caused Plaintiff substantial emotional distress, anxiety,

1 nervousness and fear. As a direct result of this conduct, Plaintiff suffered immensely, including,
2 but not limited to, encountering issues with a lack of trust, various negative psychological and
3 emotional sequelae, depressive symptoms, anxiety, and nervousness. This psychological trauma
4 and association of her abuse with gymnastics cut MCKAYLA MARONEY's gymnastics career
5 short, as participating in gymnastics reminded her of the repeated sexual abuse that she suffered at
6 the hands of NASSAR. Having been one of the most famous gymnasts in United States (and
7 World) history, MCKAYLA MARONEY lost millions of dollars in economic damages, as a result
8 of her sexual abuse at the hands of NASSAR, and continues to suffer from such loss.

9 66. Moreover, MCKAYLA MARONEY continues to worry, distress, experience
10 concern, anxiety, and depression over whether NASSAR's photographs of her are still circulating
11 through the internet, and whether they are possessed by other pedophiles and sexual deviants, and
12 whether she will ever know how widely these photographs have been shared or whether they will
13 eventually surface later in her lifetime.

14 67. As a direct and proximate result of Defendants' tortious acts, omissions, wrongful
15 conduct and breaches of their duties, Plaintiff's employment and professional development has
16 been adversely affected. Plaintiff has lost wages, endorsements, and many financial opportunities
17 and will continue to lose wages in an amount to be determined at trial. Plaintiff has suffered
18 substantial economic injury, all to Plaintiff's general, special and consequential damage in an
19 amount to be proven at trial, but in no event less than the minimum jurisdictional amount of this
20 Court.

21 68. As a further direct and proximate result of Defendants' wrongful actions, as herein
22 alleged, Plaintiff has been hurt in their health, strength and activity. Plaintiff has sustained
23 permanent and continuing injury to their nervous system and person, which has caused and
24 continues to cause great mental, physical and nervous pain, suffering, fright, upset, grief, worry
25 and shock in an amount according to proof at trial but in no event less than the jurisdictional
26 minimum requirements of this Court.

27 69. In subjecting Plaintiff to the wrongful treatment herein described, Defendants
28 USOC, MSU and DOES 1 through 500 acted willfully and maliciously with the intent to harm

1 Plaintiff, and in conscious disregard of Plaintiff's rights, so as to constitute malice and/or
2 oppression under California *Civil Code* section 3294. Plaintiff is informed and believes, and on
3 that basis alleges, that specifically, the Defendants acted in concert, and under their authority as
4 child care providers, with reckless disregard for the concern of the minor participants in its charge,
5 in order to further financially benefit their respective business' growth. The Defendants acted
6 intentionally in creating an environment that harbored molesters, put the vulnerable minor
7 participants at-risk of harm, ignored clear warning signs and their duties to report sexual abusers
8 and molesters in their ranks, to maintain a façade of normalcy, in order to maintain its funding and
9 provide further financial growth of USAG and USOC, on the international level. The safety of the
10 minor participants that were entrusted to USAG and represented as being protected through USOC
11 procedures, was compromised due to Defendants desire to maintain the status quo of the USAG
12 and USOC organizations, and avoid any public scrutiny for its misconduct. Plaintiff is informed,
13 and on that basis alleges, that these willful, malicious, and/or oppressive acts, as alleged herein
14 above, were ratified by the officers, directors, and/or managing agents of the Defendants. Plaintiff
15 is therefore entitled to recover punitive damages, in an amount to be determined by the court,
16 against Defendants USOC, MSU and DOES 1 through 500.

17 **SPECIFIC ALLEGATIONS PERTAINING TO DEFENDANT MSU**

18 70. During the time in which MCKAYLA MARONEY was sexually abused by
19 NASSAR, NASSAR was the employee of Defendant MSU. Defendant MSU knowingly permitted
20 NASSAR to travel the United States and Internationally with MCKAYLA MARONEY (as well
21 as numerous other minor gymnasts) and USAG, providing purported medical treatment to
22 MCKAYLA MARONEY and other National Team gymnasts. Despite knowing that NASSAR
23 was sexually abusive towards minor patients and gymnasts, Defendant MSU allowed NASSAR to
24 continue to provide purported medical treatment to minor gymnasts, including the Plaintiff.
25 Specifically, Defendant MSU had received complaints about NASSAR touching athletes on their
26 vagina, and inappropriately:

- 27 a. In or around 1998 through in or around 2001, a softball player at MSU was
28 being sexually assaulted by Dr. Nassar. That softball player complained to
trainers at MSU, including the head trainer for women's softball, about the
invasive procedures conducted by Dr. Nassar. *See Tiffany Thomas Lopez v.*

1 MSU (California Superior Court, Case No. BC 44417). On three (3) separate
2 occasions, Tiffany Thomas Lopez (“Ms. Lopez”) complained MSU staff
3 that Defendant NASSAR was penetrating her vagina. Upon speaking with
4 the head trainer, Ms. Lopez was told to stop complaining about the
5 treatments, that she was required to undergo treatment with Defendant
6 NASSAR to maintain her position as a scholarship athlete, and intimidated
7 from reporting.

- 8 b. In or around 1999 the MSU Defendants were also put on notice of
9 Defendant NASSAR’s conduct by Jane X. Doe¹, an MSU student athlete,
10 after she complained to MSU employees, including trainers and her head
11 coach, that Defendant NASSAR inappropriately touched her vaginal area
12 although she was seeking treatment for an injured hamstring.

13 71. Despite having full-knowledge of the above-stated facts, MSU permitted NASSAR
14 to continue to perform “outreach” for USAG for many years, until 2016, and to be in contact with
15 minor gymnasts and young women, as his patients. It was through this contact that NASSAR
16 gained the trust of MCKAYLA MARONEY, and repeatedly sexually abused her.

17 **SETTLEMENT OF PRIOR CLAIMS AGAINST USAG AND NASSAR, BY THE**
18 **PLAINTIFF MCKAYLA MARONEY**

19 72. In December of 2016, after suffering for years from psychological trauma of her
20 sexual abuse at the hands of NASSAR, and in need of funds to pay for psychological treatment for
21 her worsening psychological condition, the Plaintiff MCKAYLA MARONEY was forced to enter
22 into a confidential a with Defendant USAG (which released NASSAR), which was offered, and
23 ultimately entered into in violation of public policy and California Law (hereinafter, “The
24 Settlement”). Specifically, at the time of The Settlement, *Code of Civil Procedure* §1002 (which
25 was amended beginning January 1, 2017) read as follows:

26 “Notwithstanding any other provision of law, a confidential settlement agreement
27 is prohibited in any civil action the factual foundation for which establishes a cause
28 of action for civil damages for an act that may be prosecuted as a felony sex
offense.”

73. This provision was subsequently amended on January 1, 2017, to provide, amongst
other terms, potential discipline by the State Bar of California, for an attorney demanding
confidential provisions of a settlement agreement involving a felony sex offense. This settlement
agreement, negotiated and/or signed by counsel for USAG (attorney Margaret Holm), was done
so in direct violation of California Law, and for the purpose of silencing a known victim of

¹ Jane X. Doe is another individual who was sexually abused by NASSAR and whose identity is
protected from disclosure pursuant to her privacy rights ensured by the Federal Constitution. Her
claim and case was filed in the State of Michigan.

1 NASSAR. At the time of The Settlement, Plaintiff MCKAYLA MARONEY was unaware that
2 NASSAR was employed with Defendant MSU and had no reason to know of this employment.
3 Plaintiff is informed and believes, and on that basis alleges, that the Confidentiality Provision
4 contained within The Settlement was forced upon the Plaintiff, (with the Plaintiff being in need of
5 therapy and in a fragile mental state) such that Defendant USAG could further conceal and shield
6 from public scrutiny, outside investigation, and law enforcement, the true nature of NASSAR's
7 horrific sexual abuse of minors. It is on information and belief, that the Plaintiff alleges that
8 Defendant USAG had a plan to keep the sexual abuse of NASSAR quiet, and allow NASSAR to
9 quietly leave USAG; further silencing his victims.

10 74. In light of her worsening condition, and desperate need for psychological
11 intervention, the Plaintiff MCKAYLA MARONEY entered into this settlement agreement to
12 obtain funds necessary to pay for lifesaving psychological treatment and care. It was under this
13 coercion and pressure that MCKAYLA MARONEY was forced in to agreeing with this
14 confidentiality provision and complying with this illegal provision. Further, MCKAYLA
15 MARONEY was forced to agree to a non-disparagement clause and confidentiality provision, in
16 the above-mentioned settlement agreement, that brought with it liquidated damages penalties of
17 over \$100,000, should she or other affiliated non-parties speak of her abuse or The Settlement.

18 75. At all relevant times herein, Plaintiff is informed and believes, and on that basis
19 alleges, that the Defendant USOC permits NGBs, such as USAG, to enter into confidential
20 settlement agreements with non-disparagement clauses and/or confidentiality provisions, in
21 violation of California Law, for claims of sexual abuse committed by the NGB members, in order
22 to conceal and keep secret the true magnitude and prevalence of sexual abuse in amateur sports,
23 under its watch. Defendant USOC permits these confidential settlements, in the NGBs it sanctions,
24 including USAG, and in contravention of the safety and supervision standards for which it is
25 responsible to implement.

26 76. Despite attempting to silence MCKAYLA MARONEY through The Agreement
27 and its confidentiality and non-disparagement clauses, Defendant USAG publicly provided the

28 ///

1 following statements regarding MCKAYLA MARONEY’s disclosure of sexual abuse by
2 NASSAR:

3 “USA Gymnastics admires the courage of those, like McKayla Maroney, who have
4 come forward to share their personal experiences with sexual abuse. Because of
5 their strength in coming forward, predators can be held accountable for their
6 actions. We, like so many others, are outraged and disgusted by the conduct of
7 which Larry Nassar is accused. We are sorry that any athlete has been harmed
8 during her or his gymnastics career.”

9 77. Additionally, on MCKAYLA MARONEY’s birthday, Defendant USAG posted the
10 following on its social media account:

11 “On her birthday, we celebrate not only the talent it took to deliver the best vaults in the
12 World but also McKayla's incredible bravery and strength to come forward.”

13 78. Despite coercing MCKAYLA MARONEY into signing a confidentiality provision,
14 in violation of California Law, and holding a six-figure liquidated damages clause, over the head
15 of MCKAYLA MARONEY and her parents, Defendant USAG publicly discussed the exact same
16 subject matter it sought to conceal, only months prior, presumably, to divert the public from
17 USAG’s misdeeds and associate itself with disclosure by MCKAYLA MARONEY, which it
18 clearly tried to prevent with this unlawful agreement.

19 **FIRST CAUSE OF ACTION**
20 **SEXUAL HARASSMENT: CIVIL CODE § 51.9**
21 **(Plaintiff MCKAYLA MARONEY Against Defendants MSU, USOC, and DOES 1 through**
22 **500)**

23 79. The Plaintiff re-alleges and incorporates by reference herein each and every
24 allegation contained herein above as though fully set forth and brought in this cause of action.

25 80. During the Plaintiff MCKAYLA MARONEY’s time as a minor gymnast under the
26 care, control and/or mandate of Defendants MSU, USOC, and DOES 1 through 500, NASSAR
27 recklessly and wantonly made sexual advances, solicitations, requests, demands for sexual
28 compliance of a hostile nature based on the Plaintiff MCKAYLA MARONEY’s gender that were
unwelcome, pervasive and severe. NASSAR intentionally, recklessly and wantonly did acts which
resulted in harmful and offensive contact with intimate parts of the Plaintiff MCKAYLA

1 MARONEY's person, including but not limited to NASSAR using the authority and trust inherent
2 in his position as an Olympic Doctor to exploit her physically, psychologically and emotionally.
3 These acts were done for NASSAR's sexual gratification; all while NASSAR was acting in the
4 course and scope of his agency/employment with Defendants MSU, USOC, and DOES 1 through
5 500.

6 81. The incidents of abuse outlined herein above took place while the Plaintiff
7 MCKAYLA MARONEY was under the care of NASSAR, in his capacity and position as an
8 Olympic Doctor, while acting specifically on behalf of Defendants MSU, USOC, and DOES 1
9 through 500.

10 82. Because of the Plaintiff MCKAYLA MARONEY's young age and relationship
11 with NASSAR as a gymnast at USAG (under the control and authority of Defendants USOC and
12 MSU), the Plaintiff MCKAYLA MARONEY was unable to easily terminate her doctor-patient
13 relationship with NASSAR.

14 83. Because of NASSAR's position of authority over Plaintiff MCKAYLA
15 MARONEY, and the Plaintiff MCKAYLA MARONEY's mental and emotional state, and her
16 young age under the age of consent, Plaintiff MCKAYLA MARONEY was unable to, and did not
17 give meaningful consent to such acts.

18 84. Even though Defendants MSU, USOC and DOES 1 through 500 knew or should
19 have known of these activities by NASSAR, Defendants MSU, USOC and DOES 1 through 500
20 did nothing to investigate, supervise or monitor NASSAR to ensure the safety of Plaintiff
21 MCKAYLA MARONEY. Defendants MSU, USOC and DOES 1 through 500 ratified the sexual
22 misconduct of NASSAR by retaining him in employment after discovering, or ignoring the facts
23 that would have led them to discover, his misconduct.

24 85. Defendants MSU, USOC and DOES 1 through 500's conduct was a breach of their
25 duties to the Plaintiff MCKAYLA MARONEY.

26 86. As a result of the above-described conduct, Plaintiff MCKAYLA MARONEY
27 suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical
28 manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation,

1 and loss of enjoyment of life; have suffered and continue to suffer and were prevented and will
2 continue to be prevented from performing daily activities and obtaining the full enjoyment of life;
3 will sustain loss of earnings and earning capacity, and has incurred and will continue to incur
4 expenses for medical and psychological treatment, therapy, and counseling.

5 87. In subjecting Plaintiff to the wrongful treatment herein described, Defendants
6 USOC, MSU, and DOES 1 through 500, acted willfully and maliciously with the intent to harm
7 Plaintiff, and in conscious disregard of Plaintiff's rights, so as to constitute malice and/or
8 oppression under California *Civil Code* section 3294. Plaintiff is informed, and on that basis
9 alleges, that these willful, malicious, and/or oppressive acts, as alleged herein above, were ratified
10 by the officers, directors, and/or managing agents of the Defendants MSU, USOC and DOES 1
11 through 500. Plaintiff is therefore entitled, to the recovery of punitive damages, in an amount to be
12 determined by the court, against Defendants USOC, MSU, and DOES 1 through 500.

13 **SECOND CAUSE OF ACTION**
14 **MASHA'S LAW (18 U.S.C. §§2255, 2423(b), 2423(c))**
15 **(Plaintiff MCKAYLA MARONEY Against Defendants MSU, USOC, and DOES 1 through**
16 **500)**

17 88. Plaintiff re-alleges and incorporates by reference herein each and every allegation
18 contained herein above as though fully set forth and brought in this cause of action.

19 89. Under 18 U.S.C. §§2255, the Plaintiff MCKAYLA MARONEY has a private right
20 of action against NASSAR, and any defendants who are vicariously and/or strictly responsible for
21 NASSAR while abroad perpetrating his sexual assaults against MCKAYLA MARONEY,
22 including Defendants USOC, MSU and DOES 1 through 500. *See Doe v. Celebrity Cruises, Inc.*
23 (11th Cir. 2004) 394 F.3d 891, 894.

24 90. Plaintiff MCKAYLA MARONEY is a victim of the federal crime codified as 18
25 U.S.C. §2423(b), which was perpetrated by NASSAR and provides, “[a] person who travels in
26 interstate commerce or travels into the United States, **or a United States citizen ... who travels**
27 **in foreign commerce, for the purpose of engaging in any illicit sexual conduct with another**
28 **person shall be fined under this title or imprisoned not more than 30 years, or both.”**

91. Furthermore, Plaintiff MCKAYLA MARONEY is a victim of the federal crime
codified as 18 U.S.C. §2423(c), which was perpetrated by NASSAR and provides, “[a]ny United

1 **States citizen ... who travels in foreign commerce** or resides, either temporarily or permanently,
2 in a foreign country, **and engages in any illicit sexual conduct with another person shall be**
3 **fined under this title or imprisoned not more than 30 years, or both.”**

4 92. As alleged herein, NASSAR travelled with MCKAYLA MARONEY to Europe,
5 Asia, and across state lines, wherein he sexually harassed, abused, and molested her, when she was
6 under the age of 18 years old and as previously stated herein. NASSAR travelled with MCKAYLA
7 MARONEY for the sole purpose of engaging in this illicit sexual conduct with her.

8 93. As a result of the above-described conduct, the Plaintiff MCKAYLA MARONEY
9 suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical
10 manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation,
11 and loss of enjoyment of life; has suffered and continues to suffer and were prevented and will
12 continue to be prevented from performing daily activities and obtaining the full enjoyment of life;
13 will sustain loss of earnings and earning capacity, and have incurred and will continue to incur
14 expenses for medical and psychological treatment, therapy, and counseling.

15 94. In subjecting Plaintiff to the wrongful treatment herein described, Defendants
16 USOC, MSU, and DOES 1 through 500, acted willfully and maliciously with the intent to harm
17 Plaintiff, and in conscious disregard of Plaintiff's rights, so as to constitute malice and/or
18 oppression under *California Civil Code* section 3294. Plaintiff is informed, and on that basis
19 alleges, that these willful, malicious, and/or oppressive acts, as alleged herein above, were ratified
20 by the officers, directors, and/or managing agents of the Defendants MSU, USOC and DOES 1
21 through 500. Plaintiff is therefore entitled, upon proper application to the court, to the recovery of
22 punitive damages, in an amount to be determined by the court, against Defendants USOC, MSU
23 and DOES 1 through 500.

24 **THIRD CAUSE OF ACTION**
25 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
26 **(Plaintiff MCKAYLA MARONEY Against Defendants MSU, USOC, and DOES 1 through**
27 **500)**

28 95. Plaintiff re-alleges and incorporates by reference herein each and every allegation
contained herein above as though fully set forth and brought in this cause of action.

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1 96. Defendants MSU, USOC, and DOES 1 through 500's conduct toward Plaintiff, as
2 described herein, was outrageous and extreme.

3 97. A reasonable person would not expect or tolerate Defendants MSU, USOC and
4 DOES 1 through 500 putting NASSAR in positions of authority at USAG, USOC, or DOES 1
5 through 500, which enabled NASSAR to have access to minors including Plaintiff MCKAYLA
6 MARONEY, so that he could commit wrongful sexual acts with her, including the conduct
7 described herein above. Plaintiff had great trust, faith and confidence in in Defendants MSU,
8 USOC and DOES 1 through 500, which, by virtue of NASSAR and Defendants MSU, USOC and
9 DOES 1 through 500's wrongful conduct, turned to fear.

10 98. Moreover, by failing to report NASSAR or honor any of their legal reporting
11 obligations and by failing to promptly notify the parents of Plaintiff MCKAYLA MARONEY of
12 the abuse of their daughter, Defendants MSU, USOC and DOES 1 through 500 knew that Plaintiff
13 would be directly harmed. Under the holding in *Phyllis P.* case, a special relationship and a duty
14 to notify the parents of Plaintiff was stated. Such duty being independent of any duty Defendants
15 MSU, USOC and DOES 1 through 500 owed to Plaintiff MCKAYLA MARONEY and is a direct
16 duty owed to the Plaintiff's parents and was thereby created with Plaintiff's parents, whereby
17 Plaintiff's parents are intended or direct victims of Defendants MSU, USOC and DOES 1 through
18 500 failures and can recover for any emotional distress proximately caused thereby. Specifically,
19 Defendants MSU, USOC and DOES 1 through 500 had knowledge of NASSAR's dangerous
20 propensities to sexually abuse children, yet concealed and failed to disclose to Plaintiff
21 MCKAYLA MARONEY this information.

22 99. A reasonable person would not expect or tolerate Defendants MSU, USOC and
23 DOES 1 through 500 to be incapable of supervising and preventing employees of Defendants
24 MSU, USOC and DOES 1 through 500, including NASSAR, from committing wrongful sexual
25 acts with minor gymnasts including Plaintiff MCKAYLA MARONEY, or to properly supervise
26 NASSAR to prevent such abuse from occurring, or to promptly notify parents or authorities.

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1 100. Defendants MSU, USOC and DOES 1 through 500's conduct described herein was
2 intentional and malicious and done for the purpose of causing, or with the substantial certainty that
3 it would cause Plaintiff MCKAYLA MARONEY and her parents, to suffer humiliation, mental
4 anguish and emotional and physical distress.

5 101. As a result of the above-described conduct, Plaintiff suffered and continues to suffer
6 great pain of mind and body, shock, emotional distress, physical manifestations of emotional
7 distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life;
8 have suffered and continues to suffer and was prevented and will continue to be prevented from
9 performing daily activities and obtaining the full enjoyment of life; will sustain loss of earnings
10 and earning capacity, and has incurred and will continue to incur expenses for medical and
11 psychological treatment, therapy, and counseling.

12 102. In subjecting Plaintiff to the wrongful treatment herein described, Defendants
13 MSU, USOC and DOES 1 through 500 acted willfully and maliciously with the intent to harm
14 Plaintiff MCKAYLA MARONEY, and in conscious disregard of Plaintiff's rights, so as to
15 constitute malice and oppression under California *Civil Code* section 3294. Plaintiff is therefore
16 entitled to the recovery of punitive damages, in an amount to be determined by the court, against
17 Defendants MSU, USOC and DOES 1 through 500, in a sum to be shown according to proof.

18 **FOURTH CAUSE OF ACTION**
19 **UNFAIR BUSINESS PRACTICES (*BUSINESS & PROFESSIONS CODE* §17200)**
(Plaintiff MCKAYLA MARONEY Against Defendants MSU, USOC, and DOES 1 through
20 **500)**

21 103. Plaintiff re-alleges and incorporates by reference herein each and every allegation
22 contained herein above as though fully set forth and brought in this cause of action.

23 104. Plaintiff is informed and believes and on that basis, alleges that Defendants USOC,
24 USAG, and DOES 1 through 500 have engaged in unlawful, unfair and deceptive business
25 practices including allowing NASSAR to engage in repeated harassment of participants and
26 members, including Plaintiff MCKAYLA MARONEY, and failing to take all reasonable steps to
27 prevent harassment and abuse from occurring. The unlawful, unfair and deceptive business
28 practices also included failing to adequately investigate, vet, and evaluate individuals for
employment with Defendants MSU, USOC, and DOES 1 through 500, refusing to design,

1 implement, and oversee policies regarding sexual harassment and abuse of children in a reasonable
2 manner that is customary in similar educational environments. Plaintiff is informed and believes
3 and on that basis alleges that Defendants MSU, USOC, and DOES 1 through 500 have engaged in
4 unlawful, unfair and deceptive business practices including concealing sexual harassment, abuse
5 and/or molestation claims by participants and members, such as Plaintiff MCKAYLA
6 MARONEY, so as to retain other participants and members within USAG, Defendants USOC,
7 and USOC who were not apprised of such illicit sexual misconduct by NASSAR.

8 105. Plaintiff is informed and believes, and on that basis alleges that Defendants MSU,
9 USOC and DOES 1 through 500 engaged in a common scheme, arrangement or plan to actively
10 conceal allegations against sexual abusers who were employees, agents, members, and/or
11 participants at USAG, Defendants MSU, USOC, DOES 1 through 500, such that Defendants MSU,
12 USOC and DOES 1 through 500 could maintain their public image, and avoid detection of such
13 abuse and abusers. Plaintiff is informed and believes and thereon alleges that Defendants MSU,
14 USOC and DOES 1 through 500 actively concealed these allegations, such that Defendants MSU,
15 USOC and DOES 1 through 500 would be insulated from public scrutiny, governmental oversight,
16 and/or investigation from various law enforcement agencies, all done in order to maintain the false
17 sense of safety for participants and their families and to perpetuate the program financially.

18 106. By engaging in unlawful, unfair and deceptive business practices, Defendants
19 MSU, USOC, and DOES 1 through 500 benefitted financially to the detriment of its competitors,
20 who had to comply with the law.

21 107. Unless restrained, Defendants MSU, USOC, and DOES 1 through 500 will
22 continue to engage in the unfair acts and business practices described above, resulting in great and
23 irreparable harm to Plaintiff and/or other similarly situated participants and members.

24 108. Plaintiff seeks restitution for all amounts improperly obtained by Defendants MSU,
25 USOC, and DOES 1 through 500 through the use of the above-mentioned unlawful business
26 practices, as well as the disgorgement of all ill-gotten gains and restitution on behalf of Plaintiff
27 and all other similarly situated participants and members who were also subjected to Defendant's
28 illegal and unfair business practices.

1 114. Defendants MSU, USOC and DOES 1 through 500 breached their fiduciary duty
2 by failing to properly supervise NASSAR and take appropriate steps to prevent the lewd and
3 lascivious conduct perpetrated by NASSAR against MCKAYLA MARONEY. Defendants MSU,
4 USOC and DOES 1 through 500 also failed to report NASSAR pursuant to USOC and USAG
5 policy. Defendants MSU, USOC and DOES 1 through 500 also failed to implement or follow
6 appropriate policies and procedures to protect minors, including MCKAYLA MARONEY. In
7 addition, Defendants MSU, USOC and DOES 1 through 500 failed to report NASSAR's abuse or
8 promptly notify MCKAYLA MARONEY's parents.

9 115. The employees, servants, agents, volunteers or other representatives of Defendants
10 MSU, USOC and DOES 1 through 500, respectively, willfully and intentionally ignored behavior
11 in NASSAR and complaints against NASSAR that they should have reported due to their
12 responsibility as mandated reporters.

13 116. As a result of the above-described conduct, Plaintiff suffered and continues to suffer
14 great pain of mind and body, shock, emotional distress, physical manifestations of emotional
15 distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life;
16 has suffered and continues to suffer and were prevented and will continue to be prevented from
17 performing daily activities and obtaining the full enjoyment of life; will sustain loss of earnings
18 and earning capacity, and has incurred and will continue to incur expenses for medical and
19 psychological treatment, therapy, and counseling.

20 117. In subjecting Plaintiff to the wrongful treatment herein described, Defendants
21 MSU, USOC and DOES 1 through 500 acted willfully and maliciously with the intent to harm
22 Plaintiff, and in conscious disregard of Plaintiff's rights, so as to constitute malice and oppression
23 under California *Civil Code* section 3294. Plaintiff is therefore entitled to the recovery of punitive
24 damages, in an amount to be determined by the court, against Defendants MSU, USOC and DOES
25 1 through 500, in a sum to be shown according to proof.

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1 **SIXTH CAUSE OF ACTION**
2 **CONSTRUCTIVE FRAUD**
3 **(Plaintiff MCKAYLA MARONEY Against Defendants MSU, USOC, and DOES 1 through**
4 **500)**

5 118. Plaintiff re-alleges and incorporates by reference herein each and every allegation
6 contained herein above as though fully set forth and brought in this cause of action.

7 119. By holding NASSAR out as an agent of Defendants MSU, USOC and DOES 1
8 through 500, and by allowing him to undertake the physical care and athletic training of minor
9 children such as MCKAYLA MARONEY, Defendants MSU, USOC and DOES 1 through 500
10 entered into a confidential, fiduciary, and special relationship with Plaintiff.

11 120. By holding themselves out as professional organizations for woman's gymnastics,
12 undertaking to select and train national gymnastics teams, enforcing policies, rules, and procedures
13 for gymnasts' safety and facilitating competition both nationally and internationally of
14 MCKAYLA MARONEY and other minor team participants and members, Defendants MSU,
15 USOC and DOES 1 through 500 entered into a confidential, fiduciary and special relationship with
16 Plaintiff and other minor gymnasts (as well as their families).

17 121. Defendants MSU, USOC and DOES 1 through 500 breached their confidential,
18 fiduciary duty and special duties to Plaintiff by the wrongful and negligent conduct described
19 above and incorporated into this cause of action, and in so doing, gained an advantage over Plaintiff
20 in matters relating to Plaintiff's safety, security and health. In particular, in breaching such duties
21 as alleged, Defendants MSU, USOC and DOES 1 through 500 were able to sustain their status as
22 institutions of high moral repute, and preserve their reputation, all at the expense of Plaintiff's
23 further injury and in violation of Defendants MSU, USOC and DOES 1 through 500's mandatory
24 duties.

25 122. By virtue of their confidential, fiduciary and special relationship with Plaintiff,
26 Defendants MSU, USOC and DOES 1 through 500 owed Plaintiff a duty to:

- 27 a. Investigate or otherwise confirm or deny such claims of sexual abuse;
- 28 b. Reveal such facts to Plaintiff, the gymnastics community, the community at large,
and law enforcement agencies;
- c. Refuse to place NASSAR and other molesters in positions of trust and authority
within Defendants MSU, USOC and DOES 1 through 500's institutions;

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- d. Refuse to hold out NASSAR and other molesters to the public, the community, minors, parents and law enforcement agencies as being in good standing and, trustworthy in keeping with him and his position as a team physician and authority figure;
- e. Refuse to assign NASSAR and other molesters to positions of power within Defendants MSU, USOC and DOES 1 through 500 and over minors; and
- f. Disclose to Plaintiff, the public, the school community, minors, and law enforcement agencies the wrongful, tortious, and sexually exploitive acts that NASSAR had engaged in with children.

123. Defendants MSU, USOC and DOES 1 through 500's breach of their respective duties included:

- a. Not making reasonable investigations of NASSAR;
- b. Issuing no warnings about NASSAR;
- c. Permitting NASSAR to routinely be alone with and in control of minors, unsupervised;
- d. Not adopting a policy to prevent NASSAR from routinely having minors and participants and members in his unsupervised control;
- e. Making no reports of any allegations of NASSAR's abuse of participants and members, or of minors prior to or during his employment and/or agency at Defendants MSU, USOC and DOES 1 through 500; and
- f. Assigning and continuing to assign NASSAR to duties which placed him in positions of authority and trust over minors, positions in which NASSAR could easily isolate and sexually abuse minors.

124. At the time that Defendants MSU, USOC and DOES 1 through 500 engaged in such suppression and concealment of acts, such acts were done for the purpose of causing Plaintiff to forbear on her rights.

125. Defendants MSU, USOC and DOES 1 through 500's misconduct did reasonably cause Plaintiff to forbear on her rights.

126. The misrepresentations, suppressions and concealment of facts by Defendants MSU, USOC and DOES 1 through 500 were intended to and were likely to mislead Plaintiff and others to believe that Defendants MSU, USOC and DOES 1 through 500 had no knowledge of any charges, claims or investigations against NASSAR, or that there were no other charges, claims or investigations of unlawful or sexual misconduct against NASSAR or others and that there was no need for them to take further action or precaution.

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1 227. The misrepresentations, suppressions and concealment of facts by Defendants
2 MSU, USOC and DOES 1 through 500 was likely to mislead Plaintiff and others to believe that
3 Defendants MSU, USOC and DOES 1 through 500 had no knowledge of the fact that NASSAR
4 was a molester, and was known to commit wrongful sexual acts with minors, including with
5 MCKAYLA MARONEY.

6 228. Defendants MSU, USOC and DOES 1 through 500 knew or should have known at
7 the time they suppressed and concealed the true facts regarding others' sexual molestations, that
8 the resulting impressions were misleading.

9 229. Defendants MSU, USOC and DOES 1 through 500 suppressed and concealed the
10 true facts regarding NASSAR with the purpose of: preventing Plaintiff, and others, from learning
11 that NASSAR and others had been and were continuing to sexually harass, molest and abuse
12 minors and others under NASSAR's and Defendants MSU, USOC and DOES 1 through 500's
13 control, direction, and guidance, with complete impunity; inducing people, including MCKAYLA
14 MARONEY and other benefactors and donors to participate and financially support Defendants
15 MSU, USOC and DOES 1 through 500; MSU, USOC and DOES 1 through 500's program and
16 other enterprises of Defendants MSU, USOC and DOES 1 through 500; preventing further reports
17 and outside investigations into NASSAR and Defendants MSU, USOC and DOES 1 through 500's
18 conduct; preventing discovery of Defendants MSU, USOC and DOES 1 through 500's own
19 conduct; avoiding damage to the reputations of Defendants MSU, USOC and DOES 1 through
20 500; protecting Defendants MSU, USOC and DOES 1 through 500's power and status in the
21 community and the gymnastics community; avoiding damage to the reputation of Defendants
22 MSU, USOC and DOES 1 through 500, or Defendants MSU, USOC and DOES 1 through 500's
23 institutions; and avoiding the civil and criminal liability of Defendants MSU, USOC and DOES 1
24 through 500, of NASSAR, and of others.

25 230. At all times mentioned herein, Defendants MSU, USOC and DOES 1 through 500,
26 with knowledge of the tortious nature of their own and NASSAR's conduct, knowingly conspired
27 and gave each other substantial assistance to perpetrate the misrepresentations, fraud and deceit
28 alleged herein—covering up the past allegations of sexual misconduct lodged against NASSAR,

1 and allowing NASSAR to remain in his position as a team physician so they could maintain their
2 reputations and continue with their positions within the organization.

3 131. The Plaintiff and others were misled by Defendants MSU, USOC and DOES 1
4 through 500's suppressions and concealment of facts, and in reliance thereon, were induced to act
5 or induced not to act, exactly as intended by Defendants MSU, USOC and DOES 1 through 500.
6 Specifically, Plaintiff were induced to believe that there were no allegations of criminal or sexual
7 abuse against NASSAR and that he was safe to be around children. Had Plaintiff known the true
8 facts about NASSAR, they would have not participated further in activities of NASSAR, or
9 continued to financially support Defendants MSU, USOC and DOES 1 through 500's activities.
10 They would have reported the matters to the proper authorities, to other minor participants and
11 members and their parents so as to prevent future recurrences; they would not have allowed
12 children, including the Plaintiff, to be alone with, or have any relationship with NASSAR; they
13 would not have allowed children, including the Plaintiff, to attend or be under the control of
14 Defendants MSU, USOC and DOES 1 through 500; they would have undertaken their own
15 investigations which would have led to discovery of the true facts; and they would have sought
16 psychological counseling for the Plaintiff, and for other children molested and abused by
17 NASSAR.

18 132. By giving NASSAR the position of team physician, Defendants MSU, USOC and
19 DOES 1 through 500 impliedly represented that NASSAR was safe and morally fit to give children
20 care and provide osteopathic adjustments.

21 133. When Defendants MSU, USOC and DOES 1 through 500 made these affirmative
22 or implied representations and non-disclosures of material facts, Defendants MSU, USOC and
23 DOES 1 through 500 knew or should have known that the facts were otherwise. Defendants MSU,
24 USOC and DOES 1 through 500 knowingly and intentionally suppressed the material facts that
25 NASSAR had on numerous, prior occasions sexually, physically, and mentally abused minors and
26 participants and members of Defendants MSU, USOC and DOES 1 through 500, including the
27 Plaintiff, and knew of or learned of conduct, or should have known of conduct by NASSAR which
28 placed Defendants MSU, USOC and DOES 1 through 500 on notice that NASSAR had previously

1 been suspected of felonies, including unlawful sexual conduct with minors, and was likely abusing
2 children.

3 134. Because of Plaintiff's position on the outside of these organizations, and because
4 of the status of NASSAR as a trusted, authority figure to Plaintiff and her family, MCKAYLA
5 MARONEY was vulnerable to NASSAR and the representations of Defendants MSU, USOC and
6 DOES 1 through 500, both express and implied. NASSAR sought the Plaintiff out, and was
7 empowered by and accepted MCKAYLA MARONEY's vulnerability. Plaintiff's vulnerability
8 also prevented her from effectively protecting herself from the sexual advances of NASSAR.

9 135. Defendants MSU, USOC and DOES 1 through 500 had the duty to obtain and
10 disclose information relating to sexual misconduct of NASSAR.

11 136. Defendants MSU, USOC and DOES 1 through 500 misrepresented, concealed or
12 failed to disclose information relating to sexual misconduct of NASSAR.

13 137. Defendants MSU, USOC and DOES 1 through 500 knew that they had
14 misrepresented, concealed or failed to disclose information related to sexual misconduct of
15 NASSAR.

16 138. Plaintiff justifiably relied upon Defendants MSU, USOC and DOES 1 through 500
17 for information relating to sexual misconduct of NASSAR.

18 139. Defendants MSU, USOC and DOES 1 through 500, in concert with each other and
19 with the intent to conceal and defraud, conspired and came to a meeting of the minds whereby they
20 would misrepresent, conceal or fail to disclose information relating to the sexual misconduct of
21 NASSAR, the inability of Defendants MSU, USOC and DOES 1 through 500 to supervise or stop
22 NASSAR from sexually harassing, molesting and abusing MCKAYLA MARONEY, and their
23 own failure to properly investigate, supervise and monitor his conduct with minor participants and
24 members.

25 140. By so concealing, Defendants MSU, USOC and DOES 1 through 500 committed
26 at least one act in furtherance of the conspiracy.

27 141. As a result of the above-described conduct, Plaintiff has suffered and continues to
28 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional

1 distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of
2 enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be
3 prevented from performing daily activities and obtaining the full enjoyment of life; will sustain
4 loss of earnings and earning capacity, and/or has incurred and will continue to incur expenses for
5 medical and psychological treatment, therapy, and counseling.

6 142. In addition, when Plaintiff finally discovered the fraud of Defendants MSU, USOC
7 and DOES 1 through 500, and continuing thereafter, Plaintiff experienced recurrences of the
8 above-described injuries. Plaintiff experienced extreme and severe mental anguish and emotional
9 distress that Plaintiff had been the victim of Defendants MSU, USOC and DOES 1 through 500's
10 fraud; that Plaintiff had not been able to help other minors being molested because of the fraud,
11 and that Plaintiff had not been able, because of the fraud, to receive timely medical treatment
12 needed to deal with the problems Plaintiff has suffered and continues to suffer as a result of the
13 sexual harassment, molestation and abuse of MCKAYLA MARONEY.

14 143. In subjecting MCKAYLA MARONEY to the wrongful treatment herein described,
15 Defendants MSU, USOC and DOES 1 through 500 acted willfully and maliciously with the intent
16 to harm Plaintiff, and in conscious disregard of Plaintiff's rights, so as to constitute malice and/or
17 oppression under California *Civil Code* section 3294. Plaintiff is informed, and on that basis, allege
18 that these willful, malicious, and/or oppressive acts, as alleged herein above, were ratified by the
19 officers, directors, and/or managing agents of these Defendants. Plaintiff is therefore entitled to
20 recover punitive damages, in an amount to be determined by the court, against Defendants MSU,
21 USOC and DOES 1 through 500.

22 **SEVENTH CAUSE OF ACTION**
23 **NEGLIGENCE**
24 **(Plaintiff MCKAYLA MARONEY Against Defendants MSU, USOC, and DOES 1 through**
25 **500)**

26 144. Plaintiff re-alleges and incorporates by reference herein each and every allegation
27 contained herein above as though fully set forth and brought in this cause of action.

28 145. Prior to and after the first incident of the Perpetrator's (NASSAR) sexual
harassment, molestation and abuse of Plaintiff, through the present, Defendants MSU, USOC and

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1 DOES 1 through 500, knew and/or should have known that the Perpetrator (NASSAR) had and
2 was capable of sexually, physically, and mentally abusing and harassing Plaintiff or other victims.

3 146. Defendants MSU, USOC and DOES 1 through 500 and each of them had special
4 duties to protect the minor Plaintiff and the other participants and members, when such minors
5 were entrusted to Defendants MSU, USOC and DOES 1 through 500's care by their parents.
6 Plaintiff's care, welfare and physical custody was entrusted to Defendants MSU, USOC and DOES
7 1 through 500. Defendants MSU, USOC and DOES 1 through 500 voluntarily accepted the
8 entrusted care of Plaintiff. As such, Defendants MSU, USOC and DOES 1 through 500 owed
9 Plaintiff, a minor child, a special duty of care that adults dealing with children owe to protect them
10 from harm. The duty to protect and warn arose from the special, trusting, confidential, and
11 fiduciary relationship between Defendants MSU, USOC and DOES 1 through 500 and Plaintiff.

12 147. Defendants MSU, USOC and DOES 1 through 500 breached their duties of care to
13 the minor Plaintiff by allowing the Perpetrator (NASSAR) to come into contact with the minor
14 Plaintiff and other participants and members, without supervision; by failing to adequately hire,
15 supervise and retain the Perpetrator (NASSAR) whom they permitted and enabled to have access
16 to Plaintiff; by concealing from Plaintiff, her family, and law enforcement that the Perpetrator
17 (NASSAR) was sexually harassing, molesting and abusing minors; and by holding the Perpetrator
18 (NASSAR) out to Plaintiff and her family as being of high moral and ethical repute, in good
19 standing and trustworthy.

20 148. Defendants MSU, USOC and DOES 1 through 500 breached their duties to Plaintiff
21 by failing to investigate or otherwise confirm or deny such facts of sexual abuse by the Perpetrator
22 (NASSAR), failing to reveal such facts to Plaintiff, her parents, the community and law
23 enforcement agencies, and by placing the Perpetrator (NASSAR) into a position of trust and
24 authority, holding him out to Plaintiff, her parents, and the public as being in good standing and
25 trustworthy.

26 149. Defendants MSU, USOC and DOES 1 through 500 breached their duty to Plaintiff
27 by failing to adequately monitor and supervise the Perpetrator (NASSAR) and failing to prevent
28 the Perpetrator (NASSAR) from committing wrongful sexual acts with minors including Plaintiff.

1 Defendants MSU, USOC and DOES 1 through 500's voluminous past records of sexual
2 misconduct by the Perpetrator (NASSAR) caused Defendants MSU, USOC and DOES 1 through
3 500 to know, or gave them information where they should have known, of the Perpetrator's
4 (NASSAR) incapacity to serve as a team physician, providing for the physical care of minor
5 females.

6 150. As a result of the above-described conduct, Plaintiff has suffered and continues to
7 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional
8 distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of
9 enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be
10 prevented from performing daily activities and obtaining the full enjoyment of life; will sustain
11 loss of earnings and earning capacity, and has incurred and will continue to incur expenses for
12 medical and psychological treatment, therapy, and counseling.

13 **EIGHTH CAUSE OF ACTION**
14 **NEGLIGENT SUPERVISION**
15 **(Plaintiff MCKAYLA MARONEY Against Defendants MSU, USOC, and DOES 1 through**
16 **500)**

17 151. Plaintiff re-alleges and incorporates by reference herein each and every allegation
18 contained herein above as though fully set forth and brought in this cause of action.

19 152. By virtue of Plaintiff's special relationship with Defendants MSU, USOC and
20 DOES 1 through 500, and Defendants MSU, USOC and DOES 1 through 500's relation to the
21 Perpetrator (NASSAR), Defendants MSU, USOC and DOES 1 through 500 owed Plaintiff a duty
22 to provide reasonable supervision of the Perpetrator (NASSAR), to use reasonable care in
23 investigating the Perpetrator's (NASSAR) background, and to provide adequate warning to
24 Plaintiff, Plaintiff's family, and minor participants and members of the Perpetrator's (NASSAR)
25 dangerous propensities and unfitness. As organizations and individuals responsible for, and
26 entrusted with, the welfare of minor children, Defendants MSU, USOC and DOES 1 through 500
27 had a duty to protect, supervise, and monitor both the Plaintiff from being preyed upon by sexual
28 predators, and to supervise and monitor the Perpetrator (NASSAR) such that he would not be
placed in seclusion with minor children, including the Plaintiff.

///

1 153. As representatives of Defendants MSU, USOC and DOES 1 through 500, where
2 many of the participants and members thereof are vulnerable minors entrusted to these Defendants
3 MSU, USOC and DOES 1 through 500, these Defendants MSU, USOC and DOES 1 through 500's
4 agents expressly and implicitly represented that team physicians and staff, including the
5 Perpetrator (NASSAR), were not a sexual threat to children and others who would fall under the
6 Perpetrator's (NASSAR) influence, control, direction, and care.

7 154. Defendants MSU, USOC and DOES 1 through 500, by and through their respective
8 agents, servants and employees, knew or should have known of the Perpetrator's (NASSAR)
9 dangerous and exploitive propensities and that the Perpetrator (NASSAR) was an unfit agent.
10 Despite such knowledge, Defendants MSU, USOC and DOES 1 through 500 negligently failed to
11 supervise the Perpetrator (NASSAR) in his position of trust and authority as a team physician and
12 authority figure over children, where he was able to commit wrongful acts of sexual misconduct
13 against Plaintiff. Defendants MSU, USOC and DOES 1 through 500 failed to provide reasonable
14 supervision of the Perpetrator (NASSAR), failed to use reasonable care in investigating the
15 Perpetrator (NASSAR), and failed to provide adequate warning to Plaintiff and Plaintiff's family
16 of the Perpetrator's (NASSAR) dangerous propensities and unfitness. Defendants MSU, USOC
17 and DOES 1 through 500 further failed to take reasonable steps to ensure the safety of minors,
18 including Plaintiff, from sexual harassment, molestation, and abuse.

19 155. At no time during the periods of time alleged did Defendants MSU, USOC and
20 DOES 1 through 500 have in place a reasonable system or procedure to investigate, supervise and
21 monitor the team physician or staff, including the Perpetrator (NASSAR), to prevent pre-sexual
22 grooming and sexual harassment, molestation and abuse of children, nor did they implement a
23 system or procedure to oversee or monitor conduct toward minors and others in Defendants MSU,
24 USOC and DOES 1 through 500's care.

25 156. Defendants MSU, USOC and DOES 1 through 500 were aware or should have been
26 aware of how vulnerable children were to sexual harassment, molestation and abuse by teachers
27 and other persons of authority within Defendants MSU, USOC and DOES 1 through 500's entities.

28 ///

1 157. Defendants MSU, USOC and DOES 1 through 500 were put on notice, knew and/or
2 should have known that the Perpetrator (NASSAR) had previously engaged and was continuing to
3 engage in unlawful sexual conduct with minors, and had committed other felonies, for his own
4 personal sexual gratification, and that it was foreseeable that he was engaging, or would engage in
5 illicit sexual activities with Plaintiff, and others, under the cloak of the authority, confidence, and
6 trust, bestowed upon him through Defendants MSU, USOC and DOES 1 through 500.

7 158. Defendants MSU, USOC and DOES 1 through 500 were placed on actual or
8 constructive notice that the Perpetrator (NASSAR) had molested other minors and participants and
9 members during his employment with Defendants MSU, USOC and DOES 1 through 500.
10 Defendants MSU, USOC and DOES 1 through 500 were informed of molestations of minors
11 committed by the Perpetrator (NASSAR) prior to Plaintiff's sexual abuse, and of conduct by the
12 Perpetrator (NASSAR) that would put a reasonable person on notice of such propensity to molest
13 and abuse children.

14 159. Even though Defendants MSU, USOC and DOES 1 through 500 knew or should
15 have known of these illicit sexual activities by the Perpetrator (NASSAR), Defendants MSU,
16 USOC and DOES 1 through 500 did not reasonably investigate, supervise or monitor the
17 Perpetrator (NASSAR) to ensure the safety of the minor participants and members.

18 160. Defendants MSU, USOC and DOES 1 through 500's conduct was a breach of their
19 duties to Plaintiff.

20 161. Defendants MSU, USOC and DOES 1 through 500, and each of them, breached
21 their duty to Plaintiff by, *inter alia*, by failing to adequately monitor and supervise the Perpetrator
22 (NASSAR) and stop the Perpetrator (NASSAR) from committing wrongful sexual acts with
23 minors including Plaintiff.

24 162. As a result of the above-described conduct, Plaintiff has suffered and continues to
25 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional
26 distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of
27 enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be
28 prevented from performing daily activities and obtaining the full enjoyment of life; will sustain

1 loss of earnings and earning capacity, and/or has incurred and will continue to incur expenses for
2 medical and psychological treatment, therapy, and counseling.

3 **NEGLIGENCE PER SE-CONDUCT IN VIOLATION OF MANDATED REPORTING**
4 **LAWS**

5 163. Under applicable law, Defendants MSU, USOC and DOES 1 through 500, by and
6 through their employees and agents, were child care custodians and were under a duty to report
7 known or suspected incidents of sexual molestation or abuse of minors to a child protective agency,
8 and not to impede the filing of any such report.

9 164. Defendants MSU, USOC and DOES 1 through 500 knew or should have known
10 that their team physician, the Perpetrator (NASSAR), and other staff of Defendants MSU, USOC
11 and DOES 1 through 500, had sexually molested, abused or caused touching, battery, harm, and/or
12 other injuries to minors, including Plaintiff, giving rise to a duty to report such conduct.

13 165. Defendants MSU, USOC and DOES 1 through 500 knew, or should have known,
14 in the exercise of reasonable diligence, that an undue risk to minors, including Plaintiff, existed
15 because Defendants MSU, USOC and DOES 1 through 500 did not comply with California's
16 mandatory reporting requirements.

17 166. By failing to report the continuing molestations and abuse by the Perpetrator
18 (NASSAR), which Defendants MSU, USOC and DOES 1 through 500 knew or should have
19 known about, and by ignoring the fulfillment of the mandated compliance with the reporting
20 requirements, Defendants MSU, USOC and DOES 1 through 500 created the risk and danger
21 contemplated by the applicable mandated reporting laws, and as a result, unreasonably and
22 wrongfully exposed Plaintiff and other minors to sexual molestation and abuse.

23 167. Plaintiff was a member of the class of persons for whose protection applicable
24 mandated reporting laws were specifically adopted to protect.

25 168. Had Defendants MSU, USOC and DOES 1 through 500 adequately reported the
26 molestation of Plaintiff and other minors as required by applicable mandated reporting laws,
27 further harm to Plaintiff and other minors would have been avoided.

28 169. As a proximate result of Defendants MSU, USOC and DOES 1 through 500's
failure to follow the mandatory reporting requirements, Defendants MSU, USOC and DOES 1

1 through 500 wrongfully denied Plaintiff and other minors the intervention of child protection
2 services. Such public agencies would have changed the then-existing arrangements and conditions
3 that provided the access and opportunities for the molestation of Plaintiff by the Perpetrator
4 (NASSAR).

5 170. The physical, mental, and emotional damages and injuries resulting from the sexual
6 molestation of Plaintiff by the Perpetrator (NASSAR), were the type of occurrence and injuries
7 that the applicable mandated reporting laws were designed to prevent.

8 171. As a result, Defendants MSU, USOC and DOES 1 through 500's failure to comply
9 with the mandatory reporting requirements constituted a per se breach of Defendants MSU, USOC
10 and DOES 1 through 500's duties to Plaintiff.

11 172. Defendants MSU, USOC and DOES 1 through 500, and each of them, breached
12 their duty to Plaintiff by, inter alia, by failing to adequately monitor and supervise the Perpetrator
13 (NASSAR) and stop the Perpetrator (NASSAR) from committing wrongful sexual acts with
14 minors including Plaintiff.

15 173. As a result of the above-described conduct, Plaintiff has suffered and continues to
16 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional
17 distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of
18 enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be
19 prevented from performing daily activities and obtaining the full enjoyment of life; will sustain
20 loss of earnings and earning capacity, and/or has incurred and will continue to incur expenses for
21 medical and psychological treatment, therapy, and counseling.

22 **NINTH CAUSE OF ACTION**
23 **NEGLIGENT HIRING/RETENTION**
24 **(Plaintiff MCKAYLA MARONEY Against Defendants MSU, USOC, and DOES 1 through**
25 **500)**

26 174. Plaintiff re-alleges and incorporates by reference herein each and every allegation
27 contained herein above as though fully set forth and brought in this cause of action.

28 175. By virtue of Plaintiff's special relationship with Defendants MSU, USOC and
DOES 1 through 500, and Defendants MSU, USOC and DOES 1 through 500's relation to the
Perpetrator (NASSAR), Defendants MSU, USOC and DOES 1 through 500 owed Plaintiff a duty

1 to not hire or retain the Perpetrator (NASSAR), given his dangerous and exploitive propensities,
2 which Defendants MSU, USOC and DOES 1 through 500 knew or should have known about had
3 they engaged in a reasonable, meaningful and adequate investigation of her background prior to
4 her hiring or retaining her in subsequent positions of employment.

5 176. Defendants MSU, USOC and DOES 1 through 500 expressly and implicitly
6 represented that the team staff, trainers, and team physicians, including the Perpetrator (NASSAR),
7 were not a sexual threat to children and others who would fall under the Perpetrator's (NASSAR)
8 influence, control, direction, and guidance.

9 177. At no time during the periods of time alleged did Defendants MSU, USOC and
10 DOES 1 through 500 have in place a reasonable system or procedure to investigate, supervise and
11 monitor team staff, trainers, and team physicians, including the Perpetrator (NASSAR), to prevent
12 pre-sexual grooming or sexual harassment, molestation and abuse of children, nor did they
13 implement a system or procedure to oversee or monitor conduct toward minors, participants and
14 members and others in Defendants MSU, USOC and DOES 1 through 500's care.

15 178. Defendants MSU, USOC and DOES 1 through 500 were aware or should have been
16 aware and understand how vulnerable children were to sexual harassment, molestation and abuse
17 by teachers and other persons of authority within the control of Defendants MSU, USOC and
18 DOES 1 through 500 prior to Plaintiff's sexual abuse by the Perpetrator (NASSAR).

19 179. Defendants MSU, USOC and DOES 1 through 500 were put on notice, and should
20 have known that the Perpetrator (NASSAR) had previously engaged and continued to engage in
21 unlawful sexual conduct with minors and was committing other felonies, for his own personal
22 gratification, and that it was, or should have known it would have been foreseeable that he was
23 engaging, or would engage in illicit sexual activities with Plaintiff, and others, under the cloak of
24 his authority, confidence, and trust, bestowed upon her through Defendants MSU, USOC and
25 DOES 1 through 500.

26 180. Defendants MSU, USOC and DOES 1 through 500 were placed on actual or
27 constructive notice that the Perpetrator (NASSAR) had molested or was molesting minors and
28 participants and members, both before his employment within Defendants MSU, USOC and

1 DOES 1 through 500, and during that employment. Defendants MSU, USOC and DOES 1 through
2 500 had knowledge of inappropriate conduct and molestations committed by the Perpetrator
3 (NASSAR) before and during his employment, yet chose to allow him to remain unsupervised
4 where she sexually abused Plaintiff.

5 181. Even though Defendants MSU, USOC and DOES 1 through 500 knew or should
6 have known of these sexually illicit activities by the Perpetrator (NASSAR), Defendants MSU,
7 USOC and DOES 1 through 500 failed to use reasonable care in investigating the Perpetrator
8 (NASSAR) and did nothing to reasonably investigate, supervise or monitor the Perpetrator
9 (NASSAR) to ensure the safety of the minor participants and members.

10 182. Defendants MSU, USOC and DOES 1 through 500's conduct was a breach of their
11 duties to Plaintiff.

12 183. As a result of the above-described conduct, Plaintiff has suffered and continues to
13 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional
14 distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of
15 enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be
16 prevented from performing daily activities and obtaining the full enjoyment of life; will sustain
17 loss of earnings and earning capacity, and/or has incurred and will continue to incur expenses for
18 medical and psychological treatment, therapy, and counseling.

19 **TENTH CAUSE OF ACTION**
20 **NEGLIGENT FAILURE TO WARN, TRAIN, or EDUCATE**
21 **(Plaintiff MCKAYLA MARONEY Against Defendants MSU, USOC, and DOES 1 through**
22 **500)**

23 184. Plaintiff re-alleges and incorporates by reference herein each and every allegation
24 contained herein above as though fully set forth and brought in this cause of action.

25 185. Defendants MSU, USOC and DOES 1 through 500 owed Plaintiff a duty to take
26 reasonable protective measures to protect Plaintiff and other minor participants and members from
27 the risk of childhood sexual harassment, molestation and abuse by the Perpetrator (NASSAR) by
28 properly warning, training or educating Plaintiff and other about how to avoid such a risk.

186. Defendants MSU, USOC and DOES 1 through 500 breached their duty to take
reasonable protective measures to protect Plaintiff and other minor participants and members from

1 the risk of childhood sexual harassment, molestation and abuse by the Perpetrator (NASSAR),
2 such as the failure to properly warn, train or educate Plaintiff and other minor participants and
3 members about how to avoid such a particular risk that the Perpetrator (NASSAR) posed—of
4 sexual misconduct.

5 187. Defendants MSU, USOC and DOES 1 through 500 breached their duty to take
6 reasonable protective measures to protect Plaintiff and other minor participants and members from
7 the risk of childhood sexual harassment, molestation and abuse by the Perpetrator (NASSAR), by
8 failing to supervise and stop employees of Defendants MSU, USOC and DOES 1 through 500,
9 including the Perpetrator (NASSAR), from committing wrongful sexual acts with minors,
10 including Plaintiff.

11 188. As a result of the above-described conduct, Plaintiff has suffered and continues to
12 suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional
13 distress including embarrassment, loss of self-esteem, disgrace, humiliations, and loss of
14 enjoyment of life; has suffered and continues to suffer and was prevented and will continue to be
15 prevented from performing daily activities and obtaining the full enjoyment of life; will sustain
16 loss of earnings and earning capacity, and/or has incurred and will continue to incur expenses for
17 medical and psychological treatment, therapy, and counseling.

18 **ELVENTH CAUSE OF ACTION**
19 **DECLARATORY RELIEF**
20 **(Plaintiff MCKAYLA MARONEY Against Defendants USAG and NASSAR)**

21 189. Plaintiff re-alleges and incorporates by reference herein each and every allegation
22 contained herein above as though fully set forth and brought in this cause of action.

23 190. Pursuant to *Code of Civil Procedure* §1060, the Plaintiff MCKAYLA MARONEY
24 seeks Declaratory Relief from the enforcement of the illegal, unconscionable and unenforceable
25 contract provisions contained in The Settlement Agreement (hereinafter, “The Agreement”).²
26 Specifically, Plaintiff’s request for determination that the subject provisions of the contract are
27 illegal, unconscionable, or otherwise invalid, is authorized by the plain text of *Code of Civil*
28 *Procedure* §1060, which provides in relevant part: “[a]ny person interested under a written

² Ms. Maroney believes that she has grounds to void the entire Agreement but at this time chooses not to assert that claim, however, she reserves her right to do so.

1 instrument... or under a contract, or who desires a declaration of his or her rights or duties with
2 respect to another ... may, in cases of actual controversy relating to the legal rights and duties of
3 the respective parties, bring an original action ...in the superior court for a declaration of his or
4 her rights and duties in the premises, including a determination of any question of construction **or**
5 **validity arising under the instrument or contract.**”[Emphasis Added]. Other than NASSAR and
6 USAG, no other tortfeasors were party to The Agreement or subject to the release or any other
7 provisions of The Agreement.

8 191. Specifically, the Plaintiff MCKAYLA MARONEY seeks to have the Court sever
9 the confidentiality provision contained in paragraph 8 on page 2 of 4 of The Agreement, which
10 provides:

- 11 a. “To the extent permitted by law, the parties agree that they will maintain
12 the strictest confidentiality and will not communicate, make known or
13 divulge to any person any information whatsoever regarding the existence
14 of any claim between the parties, the facts underlying such claim, the terms
15 of this agreement, or even the fact of a settlement including but not limited
16 to the negotiations, the fact that the Agreement exists, and any consideration
17 received except where disclosure is compelled pursuant to legal process or
18 for reporting such purposes to the federal, state or local taxing authorities
19 or to lawyers, accountants engaged for such purposes, or engaged in
20 connection with this Agreement or any dispute existing hereunder, who
21 shall likewise make no disclosures to others. Exception to this agreement
22 shall be disclosures to Claimant’s parents, mental health provider,
23 accountants or attorneys. The parties acknowledged and understand that this
24 paragraph prohibits them and their agents and attorneys from disclosing the
25 terms of this settlement Agreement or the fact that this agreement, exists to
26 extended family, friends or others.”

19 192. Paragraph 8 of the SETTLEMENT AGREEMENT is illegal, unconscionable,
20 against public policy, and unenforceable, as it directly violates the spirit and the letter of *Code of*
21 *Civil Procedure* §1002 (both current and prior versions). As such, the Plaintiff MCKAYLA
22 MARONEY seeks to have this provision declared unenforceable, invalid, and illegal by the Court.

23 193. Secondly, the Plaintiff MCKAYLA MARONEY seeks to have the Court sever the
24 liquidated damages and arbitration provision contained in Paragraph 9, on page 2 of 4 of The
25 Agreement, which provides:

- 26 a. “The parties agree that in the event either party breaches the confidentiality
27 provision set forth in paragraph eight (8), the party seeking to enforce
28 confidentiality shall do so in confidential, binding arbitration before Judge
Latin. If successful, the party seeking to enforce confidentiality shall be
entitled to liquidated damages in the amount of ten (10) percent of the total

1 settlement proceeds set forth in paragraph one (1) of this Agreement as well
2 as all fees and costs incurred as the prevailing party.”

3 194. Paragraph 9 of The Agreement is illegal, unconscionable, against public policy, and
4 unenforceable, as it directly violates the spirit and the letter of *Code of Civil Procedure* §1002
5 (both current and prior versions). As such, the Plaintiff MCKAYLA MARONEY seeks to have
6 this provision declared unenforceable, invalid, and illegal by the Court.

7 195. Third, the Plaintiff MCKAYLA MARONEY seeks to have the Court sever the non-
8 disparagement clause contained in Paragraph 10, on page 2 of 4 of The Agreement, which
9 provides:

- 10 a. “No party to this Agreement or anyone on either party’s behalf shall take
11 any action which is intended, or would reasonably be expected, to harm the
12 person or reputation of any other party to this agreement, including but not
13 limited to Claimant, USAG, its directors and officers, current and former
14 employees, Bela and Martha Karolyi, and any subcontractors other than
15 Larry Nassar (without violating any of the provisions of paragraph eight (8)
16 above), or which would reasonably be expected to lead to unfavorable
17 publicity to either party.”

18 196. Paragraph 10 of The Agreement is illegal, unconscionable, against public policy,
19 and unenforceable, as it directly violates the spirit and the letter of *Code of Civil Procedure* §1002
20 (both current and prior versions). As such, the Plaintiff MCKAYLA MARONEY seeks to have
21 this provision declared unenforceable, invalid, and illegal by the Court.

22 197. The overriding, predominant and mutual assent of the parties to The Agreement
23 was for the compromise of a claim of Childhood Sexual Abuse in return for sufficient monetary
24 consideration. Paragraphs 8, 9, and 10 are illegal, invalid, and violate public policy, but do not
25 permeate the entirety of The Agreement and are collateral to the underlying purpose of The
26 Agreement.

27 198. Paragraph 13, on page 3 of 4 of The Agreement, provides that, “[i]n the event any
28 portions of this Agreement shall be deemed void, voidable or unenforceable, the remaining
portions shall remain in full force and effect.” Considering that the confidentiality provision
(paragraph 8) with related arbitration/liquidated damages clause (Paragraph 9) and non-
disparagement clause (Paragraph 10) of The Agreement do not permeate or invalidate the entire
contract, Paragraphs 8, 9 and 10 of The Agreement should be deemed invalid and severed from
The Agreement, as they are illegal, unconscionable, and violate public policy.

1 199. In the action for which Plaintiff MCKAYLA MARONEY’s parents (JOHN PCNM
2 DOE and JANE PCNE DOE; Los Angeles Superior Court Case No. BCBC667053) bring suit
3 against Defendant USAG (amongst others), and for which Plaintiff MCKAYLA MARONEY will
4 seek to have related, Plaintiffs JANE PCNE DOE and JOHN PCNM DOE will seek to sever
5 Paragraph 11 on pages 2 and 3 of 4 of The Agreement, which provides:

6 a. “Claimant parents, [JANE PCNE DOE] and [JOHN PCNM DOE], while
7 not “parties” to the Agreement are also bound to the terms set forth in
8 paragraphs eight (8), nine (9) and ten (10) to the same extent as required of
9 all parties to this Agreement. Any breach by Claimant’s parents to the terms
set forth in paragraphs eight (9), nine (9) and ten (10) shall be treated as if
Claimant herself breached and Defendant is entitled to the same rights and
remedies outlined in paragraph nine (9) hereinabove.”

10 200. Paragraph 11 of The Agreement is illegal, unconscionable, against public policy,
11 and unenforceable, as it directly violates the spirit and the letter of *Code of Civil Procedure* §1002
12 (both current and prior versions). Furthermore, this provision is non-binding and unenforceable as
13 to Plaintiffs JANE PCNE DOE or JOHN PCNM DOE, on the basis that they are not parties to The
14 Agreement, did not sign The Agreement and received no consideration from any of the parties to
15 The Agreement. As such, the Plaintiff MCKAYLA MARONEY seeks to have this provision
16 declared unenforceable, invalid, and illegal by the Court, to the extent she has standing in this
17 matter. Concurrently, Plaintiffs JANE PCNE DOE and JOHN PCNM DOE will be amending the
18 operative Complaint in their action, to challenge these contractual terms on the same grounds.

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DEMAND FOR JURY TRIAL

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Plaintiff MCKAYLA MARONEY hereby demands a trial by jury.

Dated: December 20, 2017

MANLY, STEWART & FINALDI

By: John C. Manly
JOHN C. MANLY, Esq.
Attorneys for Plaintiff MCKAYLA
MARONEY

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EXHIBIT “A”



(b)

October 11, 1999



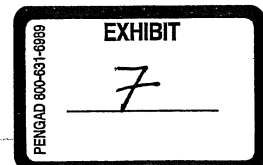
Mr. William J. Hybl, President
Mr. Dick Schultz, Executive Director
Mr. Scott Blackman, Deputy Executive Director
and General Counsel
United States Olympic Committee
One Olympic Plaza
Colorado Springs, CO 80909

Dear Bill, Dick and Scott:

I am reluctant, given the extraordinary demands being placed on each of you these days, to bring a matter directly to your attention. Unfortunately, I have concluded that I must. The recent experiences of USA-Gymnastics with the USOC's Membership and Credentials Committee has been so troubling for our organization, and for me personally, that I feel compelled to share it with you.

On September 7, our Chair, Sandy Knapp, received a letter signed by Membership and Credentials Chairman, Steve Sobel, informing us that "USAG is not in compliance with National Governing Body and membership requirements." This communication is, in our view, the inevitable result of a fundamentally flawed process. Let me be direct: the professional and volunteer leadership of USA Gymnastics believes that the USOC's Membership and Credentials' audit process is badly broken and, perhaps more importantly, are deeply concerned by the apparent indifference to the welfare of young children manifest in the Committee's actions.

There is much about the accomplishments of USA Gymnastics during the past two decades in which we take great pride. Perhaps nothing gives us a greater sense of satisfaction, however, than our national leadership among sports organizations in attempting to protect young athletes from coming in contact with individuals who are unfit to have the honor of being called "coach". While other organizations have chosen to ignore the problem of child abuse in youth sports (see enclosed copy of recent cover story from the September 13 edition of *Sports Illustrated*), USA Gymnastics has investigated every charge and processed each complaint in an effort to protect the children who put their faith in us. To date we have devoted hundreds of thousands of dollars to this effort.



Believing this to be an area in which there is no margin for error, USA Gymnastics established its rules and procedures with a single clear priority in mind – serving the best interests of the young people in our sport. In order to do that, we established procedures that allowed the president of USA Gymnastics to suspend immediately (pending a prompt resolution of the underlying allegation) any individual charged with a felony involving a statute designed to protect children (e.g. child molestation, statutory rape, battery or assault against a minor), and further allowed the president to deny or rescind the membership of any individual who was convicted or pleaded guilty to a felony. We believed when we created those rules (and continue to believe today) that our approach was the proper one. The Membership and Credentials Committee disagreed with us.

After extensive discussions and correspondence with representatives of the Committee by me and Sandy Knapp, the matter was referred to Jack Swarbrick and Scott. Following his discussions with Scott, Jack recommended to us that USAG agree to forego our ability to suspend individuals who had been charged with a crime, but retain our ability to deny the privilege of membership where the judicial process had resulted in a felony conviction. This was not a compromise we were thrilled with (it meant that an individual who is arrested for child molestation and freed on bond can go back to the gym and coach the next day), but one we were prepared to live with in the interest of getting the matter behind us. Remarkably, despite the good faith efforts of two people – Scott and Jack – infinitely more qualified to evaluate the situation than any member of the Membership and Credentials Committee, that Committee rejected this approach. What is particularly stunning about the Committee's decision is the nature of its rejection. We did not receive a measured response aimed, for example, at trying to distinguish cases involving a felony conviction where the nexus between the conviction and potential risk to children was tenuous, but rather were told merely that "a hearing must be provided for in all situations and... USAG could not except from the hearing process, and impose an immediate suspension on those individuals who has been subjected to a prior non-USAG judicial or administrative hearing" (emphasis added).

In hindsight, I suppose we should not have been surprised by the position taken by the Committee. During the now nearly two years these discussions have dragged on, USA Gymnastics has repeatedly been urged by members of the Committee to resolve the problem by conducting bare-bones telephonic hearings immediately upon receipt of a complaint. This exultation of form over substance is all too typical of the predisposition of this Committee. More importantly, it also ignores the various reasons why such an approach is untenable and poses significant risk to our organization. As the USOC learned in 1994, the intersection between the criminal justice system and the Amateur Sports Act can be an especially treacherous location.

I suspect that if USAG Gymnastics invested additional time and money, we could cobble together some sufficiently muddled amendment to our Bylaws that would satisfy the Membership and Credentials Committee. That is, however, a use of Federation resources I am no longer prepared to allow. Simply stated, we have no intention of dealing further on this matter with representatives of the Membership and Credentials Committee.

We welcome the opportunity to address this matter in other forums acceptable to the three of you, but in inviting that resolution want you to know that we are more resolute than ever in our determination to do whatever it takes to protect the children we serve.

In anticipation of future discussions, let us be absolutely clear about our position. USA Gymnastics has no reluctance to provide hearings to any athlete or professional member in circumstances where hearings are appropriate. In fact, we believe our grievance and member discipline procedures are more refined, and the number of hearings we have conducted in the past ten years is greater, than those of almost any other national governing body. All we want to be certain of here is that: 1) we do not have a circumstance where a panel of three volunteers is asked to reconsider and independently evaluate the factual circumstances that give rise to a felony conviction in a court of law of competent jurisdiction in this country; and 2) we do not allow the occasion of a delay in the timing of a hearing (regardless of the legitimate factors which may contribute to that delay) to put any USA Gymnastics' member gymnasts in a position where we believe their personal safety to be at risk. From our perspective, any risk is an unacceptable risk when it comes to protecting young athletes from abuse.

While the circumstances of this particular issue have undeniably inflamed the passions of those of us responsible for leading USA Gymnastics, these unhappy circumstances are all too indicative of our experiences with this Committee in recent years. In brief, I believe that this Committee has fundamentally lost its way and ought to be reconstituted or its purpose redefined. What ought to be a positive experience of helping national governing bodies conduct a self-audit designed to make them better organizations has turned into a hyper-technical review of governance documents by individuals whose qualifications to conduct such a review are tenuous at best.

Properly conducted, we believe the Membership and Credentials Committee review could be a positive and productive experience. As the Committee which reviews the core activities of each national governing body, the Membership and Credentials Committee is in a position to serve as a valuable information source for what is and isn't working in our industry. Unfortunately, they do not view that as their mission. So we come to the circumstance we have here. The Membership and Credentials Committee reviews national governing bodies who, regrettably, appear to have chosen to ignore the issue of coaching misconduct (but have acceptable hearing procedures in place) and decrees these governing bodies to be in compliance. Yet the national governing body who has taken the lead in this country in moving to protect its athletes against physical, sexual and emotional abuse, and who has provided its procedures for doing so in great detail, is found to be out of compliance because we refuse to conduct a hearing to determine whether an individual who has been convicted of child molestation ought to be allowed to be a professional member of our association. That is a process and a result that no longer deserves the support of the Olympic family.

Again, my apologies for having to add to your already crowded agendas, but, as I hope you can now appreciate, this is a matter about which we feel passionately. It is a matter that goes to the core of the relationship between the national governing body and its

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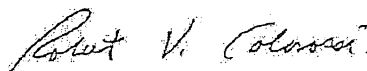
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athletes, and so is a matter that ought to be of central importance to the USOC. As USA Gymnastics' experience demonstrates, this is not an issue that can be wished away. The USOC can either position itself as a leader in the protection of young athletes or it can wait until it is forced to deal with the problem under much more difficult circumstances. It is my sincere hope that the USOC will seize the opportunity presented by this dispute to follow the former course of action.

Thank you in advance for your attention to this matter.

Sincerely,



Robert Colarossi

Enclosure

CC: Sandy Knapp
Jack Swarbrick
Michelle Dusserre-Farrell
Gary Johansen
Steve Sobel