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David W. Slayton,
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6 Attorneys for Plaintiff, JOHN LCS DOE
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11
12 JOHN LCS DOE, an individual

Case No.: 26STCV10320

13 Plaintiff,

COMPLAINT FOR DAMAGES

14 v.

- 1. CHILDHOOD SEXUAL ASSAULT
- 2. NEGLIGENCE
- 3. NEGLIGENT FAILURE TO EDUCATE, TRAIN, or WARN
- 4. SEXUAL HARASSMENT (HOSTILE WORK ENVIRONMENT)
- 5. SEXUAL HARASSMENT (QUID PRO QUO)
- 6. BANE CIVIL RIGHTS ACT

15 AMERICAN YOUTH SOCCER
16 ORGANIZATION; DUNHAM & SMITH
17 AGENCIES, INC.; EURPAC SERVICE,
INC.; TERENCE STEVENS; and DOES 5
18 through 100, inclusive,

19 Defendants.
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DEMAND FOR JURY TRIAL

24 Based upon information and belief available to JOHN LCS DOE at the time of the filing
25 of this Complaint, PLAINTIFF makes the following allegations:

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BACKGROUND FACTS

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2 1. TERRENCE STEVENS is a serial pedophile and has been criminally convicted of
3 molesting numerous children. TERRENCE STEVENS gained access to his victims and built their
4 trust through his coaching and refereeing for youth soccer in Santa Barbara County and San Diego
5 County. PLAINTIFF JOHN LCS DOE is one of his many victims. Sadly, PLAINTIFF as well as
6 an untold number of these communities’ children were sexually molested by TERRENCE
7 STEVENS because of the negligence of AMERICAN YOUTH SOCCER ORGANIZATION
8 (“AYSO”), DUNHAM & SMITH AGENCIES, INC., and EURPAC SERVICE, INC.

9 2. TERRENCE STEVENS began coaching for AYSO in Lompoc, CA in Santa
10 Barbara County in the late 1970s. Around the same time, STEVENS began sexually molesting
11 AYSO soccer players in Lompoc. He continued molesting young soccer players until his arrest in
12 2008. Throughout the 1980s and into the 1990s, AYSO officials had notice through its agents and
13 from concerns voiced by multiple AYSO volunteers that TERRENCE STEVENS was suspected
14 of sexually molesting children. AYSO officials also had reasonable suspicion that TERRENCE
15 STEVENS was sexually molesting children. AYSO violated The California CHILD ABUSE AND
16 NEGLECT REPORTING ACT, by failing to report these suspicions and/or complaints to law
17 enforcement, applicable child protection agencies, and the State Attorney General.

18 3. Throughout the 1980s and into the 1990s, TERRENCE STEVENS was the subject
19 of multiple criminal investigations for sexually molesting AYSO soccer players. In 1991,
20 STEVENS was criminally convicted after law enforcement officials witnessed STEVENS
21 masturbating while standing over a nude, male 14-year-old soccer player in a nature recreation
22 area near Lompoc.

23 4. In the mid 1990s, STEVENS relocated to El Cajon, CA in San Diego County where
24 he was permitted to continue coaching for AYSO and where he continued molesting minor soccer
25 players for more than another decade. STEVENS was able to continue molesting children because
26 AYSO failed to properly screen volunteers and failed to notify those participating in its programs
27 that anyone having suspicions that a coach or other volunteer might be molesting a child should
28 report the suspicions to AYSO and to law enforcement.

1 program in San Diego County, California. Membership dues were paid for each youth, including
2 Plaintiff, to be part of AYSO's youth soccer program in San Diego County. AYSO assumed
3 custody of PLAINTIFF as part of his participation in AYSO'S youth soccer program. AYSO and
4 by and through its agents did know and should have known of TERRENCE STEVENS' abusive
5 propensities in installing and maintaining him as a youth coach.

6 9. DUNHAM & SMITH AGENCIES, INC. ("DUNHAM & SMITH") is a subsidiary
7 of EURPAC SERVICE, INC. DUNHAM & SMITH is a corporation registered with the State of
8 Delaware and lists its location of formation as Connecticut; DUNHAM & SMITH's registration
9 with the state of Connecticut lists its location of formation as Delaware. At all times mentioned
10 herein, DUNHAM & SMITH operated a military grocer supplier and otherwise conducted
11 substantial activities in the State of California. Starting in approximately the late 1990s, while
12 living in El Cajon, TERRENCE STEVENS began taking JOHN LCS DOE to DUNHAM &
13 SMITH work locations -- grocery stores located on secure military bases -- where STEVENS
14 would sexually abuse the boy on work premises. DUNHAM & SMITH was the primary entity
15 owning, operating, and controlling the grocery supplier business, and the activities and behavior
16 of its employees and agents, including Defendant TERRENCE STEVENS and PLAINTIFF JOHN
17 LCS DOE.

18 10. EURPAC SERVICE, INC. is a Connecticut Corporation with its principal place of
19 business in Fairfield County, Connecticut. TERRENCE STEVENS was an employee and agent
20 of EURPAC SERVICE, INC. At all times mentioned herein, EURPAC SERVICE, INC. operated
21 a military grocer supplier through its subsidiary DUNHAM & SMITH, and otherwise conducted
22 substantial activities in the State of California. EURPAC SERVICE, INC. was the primary entity
23 owning, operating, and controlling DUNHAM & SMITH that operated the military grocer supplier
24 business and employed Defendant TERRENCE STEVENS and PLAINTIFF JOHN LCS DOE.

25 11. Defendant Does 5 through 100, inclusive, are individuals and/or business or
26 corporate private or public entities incorporated in and/or doing business in California, whose true
27 names and capacities are unknown to Plaintiff who therefore sues such DEFENDANTS by such
28 fictitious names, and who will amend the Complaint to show the true names and capacities of each

1 such Doe Defendants when ascertained. Each such Defendant Doe is legally responsible in some
2 manner for the events, happenings and/or tortious and unlawful conduct that caused the injuries
3 and damages alleged in this Complaint. Each of the DEFENDANTS had policies and expectations
4 requiring its agents and subsidiaries to report suspected or known molestation of minors by its
5 agents to higher level officials within each DEFENDANT, and by subsidiaries to the parent
6 corporations.

7 12. AYSO; DUNHAM & SMITH; EURPAC SERVICE, INC.; TERRENCE
8 STEVENS; and Does 5 through 100 are hereinafter referred to as the “DEFENDANTS.”

9 **FIRST CAUSE OF ACTION**

10 **CHILDHOOD SEXUAL ASSAULT**

11 **(Against AYSO; DUNHAM & SMITH AGENCIES; EURPAC SERVICE, INC.; and**
12 **TERRENCE STEVENS)**

13 13. PLAINTIFF incorporates all paragraphs of this Complaint, as if fully set forth
14 herein. PLAINTIFF JOHN LCS DOE was sexually assaulted and molested as a minor within the
15 meaning of *Code of Civil Procedure Section 340.1(c)* by TERRENCE STEVENS.

16 14. AYSO, DUNHAM & SMITH, and EURPAC SERVICE, INC. are vicariously
17 liable for the child sexual assault committed upon PLAINTIFF by TERRENCE STEVENS: 1) The
18 Defendants authorized the wrongful conduct; 2) The Defendants ratified the wrongful conduct; 3)
19 the Defendants are strictly liable.

20 15. For the reasons set forth in the incorporated paragraphs of this Complaint, the
21 sexual abuse of PLAINTIFF by TERRENCE STEVENS arose from, was incidental to, and/or was
22 within the scope of TERRENCE STEVENS’s agency with AYSO, and AYSO ratified or approved
23 of TERRENCE STEVENS’s sexual assaults of minors, including PLAINTIFF JOHN LCS DOE.
24 Plaintiff JOHN LCS DOE alleges on information and belief that AYSO ratified and/or approved
25 of the sexual misconduct by failing to adequately investigate, discharge, discipline or supervise
26 TERRENCE STEVENS or other agents of AYSO known by DEFENDANTS to have sexually
27 assaulted children, or to have been accused of sexually assaulting children. AYSO ratified
28 TERRENCE STEVENS’s child sexual assaults by concealing evidence of prior sexual assaults of

1 other children by TERRENCE STEVENS and other agents of AYSO from PLAINTIFF,
2 PLAINTIFF'S parents, other families with children, law enforcement, and other agents of AYSO
3 who could have been in a position to prevent the abuse of PLAINTIFF and others if they had
4 known of complaints of TERRENCE STEVENS's sexual assaults and attempted sexual assaults
5 of children, and prior complaints of other agents of sexual assaults of children.

6 16. For the reasons set forth in the incorporated paragraphs of this Complaint, the
7 sexual abuse of PLAINTIFF by TERRENCE STEVENS arose from, was incidental to, and/or was
8 within the scope of TERRENCE STEVENS's agency with DUNHAM & SMITH and EURPAC
9 SERVICE, INC. Defendants DUNHAM & SMITH AGENCIES, INC. and EURPAC SERVICE,
10 INC. are vicariously liable for TERRENCE STEVENS's sexual assaults of minors, including
11 PLAINTIFF JOHN LCS DOE, in the workplace.

12 17. As a direct result of the wrongful conduct alleged herein, Plaintiff JOHN LCS DOE
13 has suffered and continues to suffer great pain of mind and body, shock, emotional distress,
14 physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace,
15 humiliation, and loss of enjoyment of life; was prevented and will continue to be prevented from
16 performing his daily activities and obtaining the full enjoyment of life; and/or has incurred and
17 will continue to incur expenses for medical and psychological treatment, therapy, and counseling.

18 **SECOND CAUSE OF ACTION**

19 **NEGLIGENCE**

20 **(PLAINTIFF JOHN LCS DOE Against AYSO, DUNHAM & SMITH, and EURPAC**
21 **SERVICE, INC.)**

22 18. PLAINTIFF incorporates all paragraphs of this Complaint as if fully set forth
23 herein.

24 19. AYSO had a duty to protect the minor Plaintiff JOHN LCS DOE when he was
25 entrusted to its care by his parents. Plaintiff's care, welfare, and/or physical custody were
26 temporarily entrusted to AYSO, and AYSO accepted the entrusted care of Plaintiff. As such,
27 AYSO owed Plaintiff, who was a minor, a special duty of care, in addition to a duty of ordinary
28 care, and owed Plaintiff the higher duty of care that adults dealing with children owe to protect

1 them from harm.

2 20. TERRENCE STEVENS was able, by virtue of his unique authority and position as
3 an agent of AYSO, to identify vulnerable victims and their families upon which he could perform
4 such sexual abuse; to manipulate his authority to procure compliance with his sexual demands
5 from his victims; to induce the victims to continue to allow the abuse; and to coerce them not to
6 report it to any other persons or authorities. As an agent of AYSO, TERRENCE STEVENS had
7 unique access to children such as Plaintiff. TERRENCE STEVENS's access and authority with
8 minors was known to AYSO and encouraged by them. TERRENCE STEVENS used his authority
9 and position as an agent of AYSO to sexually assault Plaintiff and other minors.

10 21. AYSO, by and through their agents, servants, and employees, knew or reasonably
11 should have known of TERRENCE STEVENS's dangerous and exploitive propensities and/or that
12 TERRENCE STEVENS was an unfit agent. It was foreseeable that if AYSO did not adequately
13 exercise or provide the duty of care owed to children in their care, including but not limited to
14 Plaintiff, the children entrusted to AYSO's care would be vulnerable to sexual assault by
15 TERRENCE STEVENS.

16 22. AYSO breached its duty of care to Plaintiff by allowing TERRENCE STEVENS
17 to come into contact with the minor Plaintiff without supervision; by failing to adequately
18 supervise, or negligently retaining TERRENCE STEVENS who they permitted and enabled to
19 have access to Plaintiff; by failing to investigate or otherwise confirm or deny such facts about
20 TERRENCE STEVENS; by failing to tell or concealing from Plaintiff, his parents, guardians, or
21 law enforcement officials that TERRENCE STEVENS was or may have been sexually assaulting
22 minors; and/or by holding out TERRENCE STEVENS to Plaintiff and his parents/guardians as
23 being in good standing and trustworthy. As an agent of AYSO, TERRENCE STEVENS was
24 expected to work with minors like Plaintiff and to take physical custody of Plaintiff away from the
25 presence of his parents and guardians.

26 23. DUNHAM & SMITH and EURPAC SERVICE, INC. had a duty to protect the
27 minor Plaintiff JOHN LCS DOE as onsite staff. As such, DUNHAM & SMITH and EURPAC
28 SERVICE, INC. owed Plaintiff a duty of ordinary care.

1 24. TERRENCE STEVENS was able, by virtue of his unique authority and position as
2 an agent of DUNHAM & SMITH and EURPAC SERVICE, INC., to manipulate his authority in
3 the workplace to procure compliance with his sexual demands from his victims; to induce the
4 victims to continue to allow the abuse; and to coerce them not to report it to any other persons or
5 authorities. DUNHAM & SMITH and EURPAC SERVICE, INC. had a policy prohibiting the
6 hiring or contracting of any person under the age of 18, yet allowed TERRENCE STEVENS to
7 violate this policy by hiring PLAINTIFF to work with him. DUNHAM & SMITH and EURPAC
8 SERVICE, INC. officials were aware that TERRENCE STEVENS violated this policy, despite it
9 being a fireable offense, and allowed TERRENCE STEVENS to work with minor PLAINTIFF
10 and other minors, in enclosed areas where they were vulnerable to sexual abuse.

11 25. DUNHAM & SMITH and EURPAC SERVICE, INC. breached their duty of care
12 to Plaintiff by allowing TERRENCE STEVENS to come into contact with the minor Plaintiff
13 without supervision; by failing to adequately supervise, or negligently retaining TERRENCE
14 STEVENS who they permitted and enabled to have access to Plaintiff; by failing to investigate or
15 otherwise confirm or deny such facts about TERRENCE STEVENS; by failing to tell or
16 concealing from Plaintiff, his parents, guardians, or law enforcement officials that TERRENCE
17 STEVENS was or may have been sexually assaulting minors; and/or by holding out TERRENCE
18 STEVENS to Plaintiff and his parents/guardians as being in good standing and trustworthy. As an
19 agent of DUNHAM & SMITH and EURPAC SERVICE, INC., TERRENCE STEVENS was
20 prohibited from working with minors like Plaintiff, yet was allowed to by DUNHAM & SMITH
21 and EURPAC SERVICE, INC. officials to work with them unsupervised.

22 26. As a direct result of the wrongful conduct alleged herein, Plaintiff has suffered, and
23 continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations
24 of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of
25 enjoyment of life; was prevented and will continue to be prevented from performing his daily
26 activities and obtaining the full enjoyment of life; and/or has incurred and will continue to incur
27 expenses for medical and psychological treatment, therapy, and counseling.

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THIRD CAUSE OF ACTION
NEGLIGENT FAILURE TO WARN, TRAIN, or EDUCATE
(PLAINTIFF JOHN LCS DOE Against AYSO, DUNHAM & SMITH, and EURPAC SERVICE, INC.)

27. Plaintiffs JOHN LCS DOE incorporates all paragraphs of this Complaint, as if fully set forth herein.

28. AYSO was aware by the time TERRENCE STEVENS’s abuse of Plaintiff commenced, that child molestation by soccer coaches, other sport coaches and authority figures with youth programs generally occurred with alarming frequency. AYSO became aware of this at its highest levels due to criminal prosecutions for child molestation of soccer coaches who served as agents of AYSO. AYSO was also aware of complaints it had received from its own agents and parents of its members that AYSO’s adult coaches had utilized their position of trust and access created by their agency with AYSO to sexually molest minors. Because of this, AYSO had a duty to educate, train, and warn Plaintiff, and other minors involved in youth programs involved with AYSO’s youth soccer program and/or in AYSO’s care regarding prevention, detection and reporting of child abuse so as to help safeguard Plaintiff and other minor participants from being sexually assaulted by TERRENCE STEVENS and any other adults associated with the programs and/or services that they offered and facilitated. AYSO had a duty to educate, train, and warn parents and adult agents of AYSO and other employees and agents that had regular contact with or oversight of minors in AYSO’s youth soccer program and/or services regarding prevention, detection and reporting of child abuse so as to help safeguard Plaintiff and other minors from being sexually assaulted while in those activities, youth programs, and/or youth services. No such education was given to Plaintiff, Plaintiff’s parents nor the agents of AYSO.

29. AYSO breached its duty to take reasonable protective measures to protect Plaintiff from the risk of childhood sexual harassment, discrimination, molestation, and assault by TERRENCE STEVENS and others, by failing to properly warn, train or educate Plaintiff, other minor participants, parents and adult agents of AYSO, and other employees and agents that had regular contact with or oversight of minors in AYSO’s youth soccer programs and/or services

1 about how to avoid such a risk.

2 30. EURPAC SERVICE, INC. was aware by the time TERRENCE STEVENS’s abuse
3 of Plaintiff commenced, that sexual harassment, including of minors such as Plaintiff, by
4 supervisors generally occurred with alarming frequency. EURPAC SERVICE, INC. became
5 aware of this at its highest levels due to nationwide media coverage of the prevalence of sexual
6 harassment in the workplaces in the 1990s. EURPAC SERVICE, INC. was also aware of
7 complaints it had received from its own agents and employees that EURPAC SERVICE, INC.’s
8 employees and supervisors had utilized their positions of trust and access created by their agency
9 with EURPAC SERVICE, INC. to sexually harass employees. Because of this, EURPAC
10 SERVICE, INC. had a duty to educate, train, and warn Plaintiff regarding prevention, detection
11 and reporting of sexual harassment in the workplace, including child abuse, so as to help safeguard
12 PLAINTIFF and other employees from being sexually assaulted by TERRENCE STEVENS and
13 any other supervisors associated with EURPAC SERVICE, INC. No such education was given to
14 Plaintiff, Plaintiff’s parents, nor the agents of EURPAC SERVICE, INC.

15 31. EURPAC SERVICE, INC. breached its duty to take reasonable protective measures
16 to protect Plaintiff from the risk of childhood sexual harassment, discrimination, molestation, and
17 assault by TERRENCE STEVENS and other supervisors, by failing to properly warn, train or
18 educate Plaintiff and other employees and agents that had regular contact with or oversight of
19 minors and other employees in EURPAC SERVICE, INC. about how to avoid such a risk.

20 32. As a direct result and proximate cause of the wrongful conduct alleged herein,
21 Plaintiff has suffered, and continues to suffer great pain of mind and body, shock, emotional
22 distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem,
23 disgrace, humiliation, and loss of enjoyment of life; was prevented and will continue to be
24 prevented from performing his daily activities and obtaining the full enjoyment of life; and/or has
25 incurred and will continue to incur expenses for medical and psychological treatment, therapy, and
26 counseling.

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FOURTH CAUSE OF ACTION
SEXUAL HARASSMENT – HOSTILE WORK ENVIRONMENT
(PLAINTIFF JOHN LCS DOE Against DUNHAM & SMITH, and EURPAC SERVICE, INC.)

33. Plaintiff repeats, re-alleges, and incorporates herein by reference all consistent paragraphs of this Complaint as if fully set forth herein.

34. Plaintiff obtained a right to sue letter for this cause of action from the California Civil Rights Department on October 9, 2025, pursuant to California Code of Regulations, title 2, section 10005.

35. Plaintiff brings this timely Complaint pursuant to California Code of Civil Procedure section 340.1, for the sexual assault he suffered as a minor at the hands of Defendant TERRENCE STEVENS in the workplace. The sexual acts perpetrated upon Plaintiff by Defendant TERRENCE STEVENS constitutes childhood sexual assault as defined by California *Code of Civil Procedure* section 340.1, subd. (c), and were a violation of the California *Penal Code*, including, but not limited to, *Penal Code* sections 287 and 288. Defendant EURPAC SERVICE, INC. and DEFENDANT DOES 5–50 are strictly and vicariously liable for the sexual harassment resulting from Defendant TERRENCE STEVENS’s sexual assault of Plaintiff and are further liable under theories of negligence. Thus, Plaintiff’s claims for damages suffered as a result of the childhood sexual assault are timely filed pursuant to California *Code of Civil Procedure* section 340.1.

36. Defendant TERRENCE STEVENS, a supervisor and employee of Defendant EURPAC SERVICE, INC., sexually harassed Plaintiff and violated the Fair Employment and Housing Act (FEHA), Gov. Code § 12940.

37. At all relevant times, Plaintiff was a staff member at EURPAC SERVICE, INC. where he stocked groceries for its military grocery supplier business and was subjected to severe and pervasive harassing conduct, including but not limited to the instances of Defendant TERRENCE STEVENS inappropriately touching Plaintiff and engaging in sexual intercourse that Plaintiff could not consent to due to his age. Such harassing conduct was severe and pervasive.

1 38. A reasonable male in Plaintiff’s circumstances would have considered the work
2 environment to be hostile, intimidating, offensive, oppressive, or abusive when and after
3 Defendant TERRENCE STEVENS sexually assaulted him as a child.

4 39. Plaintiff considered the work environment to be hostile, intimidating, offensive,
5 oppressive, or abusive when and after Defendant TERRENCE STEVENS sexually assaulted him
6 as a child.

7 40. On information and belief, at all times material hereto, Defendant TERRENCE
8 STEVENS was an employee of Defendant EURPAC SERVICE, INC. and a supervisor within the
9 definition of *Government Code* § 12926. In his role as an Area Manager, Defendant TERRENCE
10 STEVENS had the authority in the interest of the other Defendants, to hire, transfer, suspend, lay
11 off, recall, promote, discharge, assign, reward, or discipline participants in EURPAC SERVICE
12 INC.’s military grocery supplier business, or the responsibility to direct them, or to adjust their
13 grievances, or effectively to recommend that action.

14 41. Defendants, by and through their agents, servants, and employees, knew or
15 reasonably should have known of Defendant TERRENCE STEVENS’s sexually abusive and
16 exploitative propensities and/or that Defendant TERRENCE STEVENS was an unfit agent. It was
17 foreseeable that if Defendants did not adequately exercise or provide the duty of care owed to their
18 employees, interns, and volunteers, including but not limited to Plaintiff, the employees, interns,
19 and volunteers would be vulnerable to sexual assault by Defendant TERRENCE STEVENS.

20 42. Defendants breached their duty of care to Plaintiff by allowing Defendant
21 TERRENCE STEVENS to come into contact with Plaintiff in STEVENS’s role as an Area
22 Manager; by failing to properly investigate; by failing to inform or concealing from Plaintiff or
23 law enforcement officials that Defendant TERRENCE STEVENS was or may have been sexually
24 abusing employees and/or volunteers, including minor boys and young men; by failing to take
25 reasonable steps or implement reasonable safeguards to protect Plaintiff and other employees,
26 interns, and volunteers, including minor children in their charge from the risk of sexual assault,
27 harassment, and molestation, including by failing to enact adequate policies and procedures or
28 failing to ensure their policies and procedures were followed; and by failing to properly warn,

1 train, or educate EURPOAC SERVICES INC.’s staff members about how to spot red flags in other
2 staff members’, and specifically Defendant TERRENCE STEVENS’s, behavior with employees,
3 interns, and volunteers.

4 43. As a direct, legal, and proximate result of the acts of Defendant TERRENCE
5 STEVENS, Plaintiff sustained serious and permanent injuries to his person, and damages in an
6 amount to be shown according to proof and within the jurisdiction of the Court.

7 **FIFTH CAUSE OF ACTION**

8 **SEXUAL HARASSMENT – QUID PRO QUO**

9 **(Against DUNHAM & SMITH, EURPAC SERVICE, INC., and TERRENCE STEVENS)**

10 44. Plaintiff repeats, re-alleges, and incorporates herein by reference all consistent
11 paragraphs of this Complaint as if fully set forth herein.

12 45. Plaintiff obtained a right to sue letter for this cause of action from the California
13 Civil Rights Department on October 9, 2025, pursuant to California Code of Regulations, title 2,
14 section 10005.

15 46. Plaintiff brings this Complaint pursuant to California Code of Civil Procedure
16 section 340.1, for the sexual assault he suffered as a minor at the hands of Defendant TERRENCE
17 STEVENS in the workplace. The sexual acts perpetrated upon Plaintiff by Defendant
18 TERRENCE STEVENS constitutes childhood sexual assault as defined by California *Code of*
19 *Civil Procedure* section 340.1, subd. (c), and were a violation of the California *Penal Code*,
20 including, but not limited to, *Penal Code* section 287. Defendant EURPAC SERVICE, INC. and
21 DEFENDANT DOES 5–100 are strictly and vicariously liable for the sexual harassment resulting
22 from Defendant TERRENCE STEVENS’s sexual assault of Plaintiff and are further liable under
23 theories of negligence. Thus, Plaintiff’s claims for damages suffered as a result of the childhood
24 sexual assault are timely filed pursuant to California *Code of Civil Procedure* section 340.1.

25 47. Pursuant to long-held California case law, Plaintiff is specifically exempt from the
26 claims presentation requirement for his Fair Employment and Housing Act (FEHA) claim against
27 Defendant EURPAC SERVICE, INC. “[Actions] seeking redress for employment discrimination
28 pursuant to the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et

1 seq.) are not subject to the claim-presentation requirements of the Tort Claims Act (Gov. Code, §
2 810 et seq.).” (*Garcia v. L.A. Unified Sch. Dist.* (1985) 173 Cal.App.3d 701, 711 (quoting *Snipes*
3 *v. City of Bakersfield* (1983) 145 Cal.App.3d 861, 863).)

4 48. Pursuant to California law, under FEHA, Defendant EURPAC SERVICE, INC. is
5 also “strictly liable for the harassing actions of its supervisors and agents.” (*Chapman v. Enos*
6 (2004) 116 Cal.App.4th 920, 928; see also *Kelly-Zurian v. Wohl Shoe Co.* (1994) 22 Cal. App. 4th
7 397, 415–16; *Fiol v. Doellstedt* (1996) 50 Cal. App. 4th 1318, 1328, 58 Cal. Rptr. 2d 308.)

8 49. Defendant TERRENCE STEVENS, a supervisor and employee of Defendant
9 EURPAC SERVICE, INC., sexually harassed Plaintiff and violated the Fair Employment and
10 Housing Act (FEHA), Government Code section 12940.

11 50. Plaintiff was a staff member at EURPAC SERVICE, INC. where he stocked
12 groceries for its military grocery supplier business. TERRENCE STEVENS made unwanted
13 sexual advances to Plaintiff and engaged in other unwanted verbal and physical conduct of a sexual
14 nature.

15 51. TERRENCE STEVENS made terms of employment, job benefits, or favorable
16 working conditions contingent on Plaintiff’s acceptance of TERRENCE STEVENS’s sexual
17 advances or conduct.

18 52. On information and belief, at all times material hereto, Defendant TERRENCE
19 STEVENS was an employee of Defendant EURPAC SERVICE, INC. and a supervisor within the
20 definition of *Government Code* § 12926. In his role as an Area Manager, Defendant TERRENCE
21 STEVENS had the authority in the interest of the other Defendants, to hire, transfer, suspend, lay
22 off, recall, promote, discharge, assign, reward, or discipline independent contractors, or the
23 responsibility to direct them, or to adjust their grievances, or effectively to recommend that action.

24 53. Defendants, by and through their agents, servants, and employees, knew or
25 reasonably should have known of Defendant TERRENCE STEVENS’s sexually abusive and
26 exploitative propensities and/or that Defendant TERRENCE STEVENS was an unfit agent. It was
27 foreseeable that if Defendants did not adequately exercise or provide the duty of care owed to their
28 employees, interns, and volunteers, including but not limited to Plaintiff, the employees, interns,

1 and volunteers would be vulnerable to sexual assault by Defendant TERRENCE STEVENS.

2 54. As a direct, legal, and proximate result of the acts of Defendant TERRENCE
3 STEVENS, Plaintiff sustained serious and permanent injuries to his person, and damages in an
4 amount to be shown according to proof and within the jurisdiction of the Court.

5 **SIXTH CAUSE OF ACTION**

6 **BANE CIVIL RIGHTS ACT**

7 **(Against AYSO; DUNHAM & SMITH AGENCIES; EURPAC SERVICE, INC.; and**
8 **TERRENCE STEVENS)**

9 55. Agents of Defendant AYSO and Defendant Dunham Smith did interfere by threat,
10 intimidation, or coercion with the exercise or enjoyment by Plaintiff's rights secured by the
11 Constitution and laws of the United States and rights secured to them by the Constitution and laws
12 of the state of California. Those rights of Plaintiff which were violated include: Plaintiffs right to
13 be free from sexual abuse as a child, and to have the Child Abuse and Neglect Reporting Act and
14 its mandatory duties followed by Defendants. This conduct by Defendants was motivated by
15 Plaintiff's gender and therefore constitutes a violation of California Code of Civil Procedure
16 Sections 52 and 52.1.

17 56. DEFENDANTS are vicariously liable for the conduct of their agents that violated
18 Plaintiffs' rights pursuant to California Government Code Section 815.2 and 815.6. Plaintiffs were
19 injured as a result of these violations.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for the following relief against Defendants:

- 22 1. For past, present, and future general damages in an amount to be determined at trial;
23 2. For past, present, and future special damages, including but not limited to past, present
24 and future lost earnings, economic damages, and others in an amount to be determined at trial;
25 3. Any appropriate statutory damages;
26 4. For cost of suit;
27 5. For interest as allowed by law;
28 6. For any appropriate punitive or exemplary damages as to DEFENDANTS AMERICAN

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YOUTH SOCCER ORGANIZATION (AYSO); DUNHAM & SMITH AGENCIES, INC.;
EURPAC SERVICE, INC.; and TERRENCE STEVENS;

7. For attorney’s fees and costs, including expert witness fees, pursuant to *Government Code* section 12965(c)(6), or otherwise as allowable by law; and

8. For such other and further relief as the Court may deem proper.

JURY TRIAL DEMAND

PLAINTIFF demands a jury trial on any and all issues and claims so triable.

DATED: March 30, 2026

DEMARCO LAW FIRM

By: /s/ Anthony M. DeMarco
ANTHONY M. DEMARCO
ISABELLA DEMARCO
Attorney for Plaintiff, JOHN LCS DOE