STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Mother Doe A,)
Plaintiff(s))
)
vs.)
)
The Citadel,)
Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2011- CP – 10 - 9200

Submitted By: Gregg Meyers
Address: Jeff Anderson & Associates, P.A.
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SC Bar #9908
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Gregg@andersonadvocates.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (*Check all that apply*)

***If Action is Judgment/Settlement do not complete*

- [x] **JURY TRIAL** demanded in complaint. [ ] **NON-JURY TRIAL** demanded in complaint.
- [ ] This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- [x] This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- [ ] This case is exempt from ADR (certificate attached).

NATURE OF ACTION (*Check One Box Below*)

Contracts
- [ ] Constructions (100)
- [ ] Debt Collection (110)
- [ ] Employment (120)
- [ ] General (130)
- [ ] Breach of Contract (140)
- [ ] Other (199) _____

Torts - Professional Malpractice
- [ ] Dental Malpractice (200)
- [ ] Legal Malpractice (210)
- [ ] Medical Malpractice (220)
- [ ] Notice/ File Med Mal (230)
- [ ] Other (299) _____

Torts – Personal Injury
- [ ] Assault/Slander/Libel (300)
- [ ] Conversion (310)
- [ ] Motor Vehicle Accident (320)
- [ ] Premises Liability (330)
- [ ] Products Liability (340)
- [ ] Personal Injury (350)
- [ ] Wrongful Death (360)
- [x] Other (399) _____

Real Property
- [ ] Claim & Delivery (400)
- [ ] Condemnation (410)
- [ ] Foreclosure (420)
- [ ] Mechanic's Lien (430)
- [ ] Partition (440)
- [ ] Possession (450)
- [ ] Building Code Violation (460)
- [ ] Other (499) _____

Inmate Petitions
- [ ] PCR (500)
- [ ] Sexual Predator (510)
- [ ] Mandamus (520)
- [ ] Habeas Corpus (530)
- [ ] Other (599) _____

Judgments/Settlements
- [ ] Death Settlement (700)
- [ ] Foreign Judgment (710)
- [ ] Magistrate's Judgment (720)
- [ ] Minor Settlement (730)
- [ ] Transcript Judgment (740)
- [ ] Lis Pendens (750)
- [ ] Other (799) _____

Administrative Law/Relief
- [ ] Reinstate Driver's License (800)
- [ ] Judicial Review (810)
- [ ] Relief (820)
- [ ] Permanent Injunction (830)
- [ ] Forfeiture (840)
- [ ] Other (899) _____

Appeals
- [ ] Arbitration (900)
- [ ] Magistrate-Civil (910)
- [ ] Magistrate-Criminal (920)
- [ ] Municipal (930)
- [ ] Probate Court (940)
- [ ] SCDOT (950)
- [ ] Worker's Comp (960)
- [ ] Zoning Board (970)
- [ ] Administrative Law Judge (980)
- [ ] Public Service Commission (990)
- [ ] Employment Security Comm (991)
- [ ] Other (999) _____

Special/Complex /Other
- [ ] Environmental (600)
- [ ] Automobile Arb. (610)
- [ ] Medical (620)
- [ ] Other (699) _____
- [ ] Pharmaceuticals (630)
- [ ] Unfair Trade Practices (640)
- [ ] Out-of State Depositions (650)

Submitting Party Signature: Gregg Meyers **Date:** 12.14.11

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Florence, Horry, Lexington, Richland, Greenville and Anderson

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	2011-CP-10-9202
Mother Doe A,	)	
Plaintiff,	)	
v.	)	
The Citadel,	)	
Defendant,	)	

FILED
2011 DEC 14 AM 9:29
JULIE J. ARMSTRONG
CLERK OF COURT
BY

SUMMONS

TO: The Citadel

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action. A copy of the Complaint is served upon you with this Summons.

Your answer to the complaint is to be served upon the attorney for the plaintiff at 1 Poston Road, Suite 110, Charleston, SC 29407.

According to the South Carolina Rules of Civil Procedure, which govern litigation, you are required to appear and defend yourself in this action by making and serving an answer to this Complaint within thirty (30) days after the complaint is served upon you. The thirty days begin to run from the date after this Summons and Complaint are served upon you; the date the service is made is excluded.

If within that time you fail to appear and defend as you are required to do by the Rules of Civil Procedure, the plaintiff in this action shall apply to the Court for the relief demanded in this Complaint and judgment by default will be rendered against you for the relief demanded in the complaint.

relief demanded in the complaint.

Respectfully submitted,

Dated: 12·14·11

JEFF ANDERSON & ASSOCIATES, P.A.

Gregg Meyers, #9908
Jeffrey R. Anderson, *pro hac vice pending*
Jeff Anderson & Associates, P.A.
1 Poston Road Suite 110
Charleston SC 29407
843-556-1025, 556-1055 facsimile

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	2011-CP-10-9200
Mother Doe A,	)	
Plaintiff,	)	
v.	)	**COMPLAINT**
The Citadel,	)	
Defendant,	)	

FILED
2011 DEC 14 AM 9: 28
JULIE J. ARMSTRONG
CLERK OF COURT
BY

For her Complaint, the Plaintiff, Mother Doe A, alleges:

1. Mother Doe A is a former citizen and resident of South Carolina, presently a citizen and resident of a state other than South Carolina. She is the natural parent of a child who in late 2007 and 2008 was under the age of 16 and was sexually abused by Louis ReVille multiple times over a time span of more than a year. By ReVille's own admission, the Plaintiff's child is a person upon whom the crime of criminal sexual conduct has been committed. The Plaintiff is referred to in this public filing by pseudonym to maintain confidentiality of her child's identity pursuant to S.C. Code § 16-3-730, which prohibits publication of the names of victims of criminal sexual conduct. The Citadel will be informed of the identity of the Plaintiff and her child by separate communication upon their agreement to maintain confidentiality of the information as to the public record.

2. The Citadel is a public college with its principal place of business in Charleston County. It is owned and operated by the state of South Carolina. Among other things, it maintains an Alumni Association website. Louis ReVille is an alumnus of The Citadel. He graduated from The Citadel in 2002. ReVille was also a counselor at the Citadel's summer camp

from 2002 to 2004. In May 2007, before the Plaintiff's child had ever even met ReVille, The Citadel became aware that ReVille had demonstrated a sexual interest in children and a willingness to act in inappropriate ways with children.

3. This action is filed in the county in which occurred the acts and omissions set forth in this Complaint. The Circuit Court has jurisdiction for the subject matter of this action, and personal jurisdiction over the parties to this action.

Nature of Wrongdoing

4. From 2000 to 2006, the Citadel operated a youth summer camp for which the Citadel selected, employed, and supervised counselors.

5. Among the counselors selected, employed, and supervised by The Citadel from 2000 to 2004 was Louis ReVille.

6. In operating the summer camp, and in selecting, employing, and supervising employees as counselors, The Citadel assumed a duty to screen, monitor, and supervise its employee counselors, assumed a duty to maintain safety of children who interacted with its employees, and assumed a duty to represent accurately its experience with its counselors.

7. In May 2007, the Citadel received information from a former camper that in 2001 and 2002 ReVille had, on the premises of The Citadel, and during the course and scope of his employment with the summer camp, engaged in sexually inappropriate conduct with multiple children under age 16 at its summer camp. Since May 2007, The Citadel has known that ReVille is a person dangerous to children and that parents are affected when their child is sexually abused.

8. Conduct from 2002 reported to The Citadel in 2007 would have been sufficient to have ReVille terminated from The Citadel's employment in 2002.

9. The reason The Citadel's former camper approached The Citadel in 2007 to tell officials at The Citadel about the misconduct by ReVille at its summer camp in 2002 was so that other children would not be sexually abused by ReVille. The former camper described stopping ReVille from harming another child was "the thing I want most."

10. The Citadel investigated the information given to its officials by its 2002 camper. The Citadel determined the information was credible, and shared information with the South Carolina Insurance Reserve Fund. At no point prior to 2011 was information shared with law enforcement, employers of ReVille, or parents of children around whom ReVille worked. The Citadel acted entirely in its own interest, without regard to the interests of parents, children, and families who might be affected by ReVille after 2007.

11. In choosing to undertake an investigation into the 2007 report of ReVille's 2001 and 2002 conduct, The Citadel assumed a duty to perform a proper investigation into ReVille's sexual misconduct with children. The Citadel was grossly negligent in failing to investigate in 2007 whether ReVille was working around children in 2007 and beyond. The Citadel knew, or should have known, that ReVille was engaged in activities and employment that placed him into continuing contact with children under age 16, which ReVille was exploiting.

12. Decisions made by The Citadel to not report ReVille to anyone were actions taken by Citadel agents and employees acting within the scope of their official duty. The Citadel agents and employees acted in and about the official business of The Citadel and while each performed his or her official duties. The Citadel officials acted in a reckless and grossly negligent manner in executing their state functions, and failed, on hundreds of occasions between 2007 and 2011, to make any report by ReVille.

13. In the fall of 2007, the Plaintiff's child began taking athletic supervision from Louis ReVille in a first location in Mt. Pleasant. The Citadel knew, or should have known, that Louis ReVille had undertaken that employment that placed him in contact with children under 16.

14. In 2007, The Citadel chose to remain silent about Louis ReVille's sexual misconduct with children and ReVille's work around children in the first location. The Citadel knew, or should have known, that its silence about Louis ReVille in 2007 implicitly misrepresented that Louis ReVille was a proper person to work around children.

15. In 2008, the Plaintiff's child began taking athletic supervision from Louis ReVille in a second location, and a second athletic activity, in Mt. Pleasant.

16. The Citadel knew, or should have known, that Louis ReVille had undertaken that second employment that placed him in contact with children under age 16.

17. In 2008, The Citadel chose to remain silent about Louis ReVille's sexual misconduct with children and ReVille's work around children in the second location. The Citadel knew, or should have known, that its silence about Louis ReVille in 2008 implicitly misrepresented that Louis ReVille was a proper person to work around children.

For a First Cause of Action: Failure to Warn

18. Allegations above are incorporated into this cause of action as if fully stated.

19. The Citadel failed to warn anyone about what it knew that indicated ReVille was dangerous to children.

20. The Citadel failed to warn anyone about what it knew that ReVille had a sexual interest in children.

21. Plaintiff's child was sexually assaulted by Louis ReVille in 2007 as a proximate result of the gross negligence of The Citadel and its failure to warn about Louis ReVille.

22. The Plaintiff's child was also sexually assaulted by Louis ReVille in 2008 as a proximate result of the gross negligence of The Citadel and its failure to warn about Louis ReVille.

23. ReVille has admitted sexually assaulting the Plaintiff's child multiple times in 2007 and 2008.

24. Each of Louis ReVille's multiple opportunities to sexually assault the Plaintiff's child in 2007 and 2008 occurred only because of the various acts of gross negligence by agents and employees of The Citadel. ReVille sexually assaulting the Plaintiff's child was reasonably foreseeable to The Citadel.

25. Starting in 2007, and continuing through 2011, The Citadel possessed, but did not disclose, information by which it had the ability to control ReVille's conduct by reporting ReVille to law enforcement, to private and public entities with whom ReVille worked so as to give him proximity to children, or to parents of children in proximity to ReVille.

26. Had The Citadel reported its information in 2007 or in 2008, the information would have controlled ReVille's access to sexually assault other children, and prevented, or limited, ReVille's sexual abuse of the Plaintiff's child. Either ReVille could have been arrested for sexual misconduct with children, or employers could have been alerted to the need for heightened supervision of ReVille, or parents could have made informed judgments about exposing their child to ReVille knowing he had a sexual interest in children.

27. Knowledge by The Citadel in 2007 placed The Citadel in a special relationship with every other employer of ReVille, and those parents whose children were in contact with

ReVille through other employers only because of the implicit representation, by The Citadel and other ReVille employers, that ReVille was not known to present a danger to children.

28. The information possessed by The Citadel created a duty to warn by The Citadel.

29. The Citadel has publicly acknowledged it had a duty to warn in 2007.

30. The Citadel breached its duty, and was grossly negligent in making no disclosure of any type of the information it knew in 2007 that ReVille was dangerous to children.

31. The Citadel has publicly acknowledged it should have reported in 2007 the information it had about ReVille.

32. ReVille in fact was dangerous to children due to the sexual interest ReVille had in children, which in 2007 was known to only ReVille, to his victims, and to The Citadel.

33. The Citadel had an obligation to use reasonable care to protect children with whom ReVille interacted starting in May 2007, and the parents of such children.

34. The Citadel undertook no steps to warn either the children with whom ReVille interacted or to warn ReVille's employers that he had a sexual interest in children or to warn law enforcement that ReVille had a sexual interest in children, or to warn parents that ReVille had a sexual interest in children.

35. The Citadel's concern was solely with The Citadel. The interests of children being protected from sexual assault by ReVille starting in 2007 were of no significance to The Citadel.

36. A duty of care is properly imposed upon The Citadel to compel The Citadel to concern itself with protecting children from sexual assault by persons known to have a sexual interest in children.

37. Unless a duty of care is imposed upon by injunctive relief, The Citadel to concern itself with protecting children from sexual assault by persons known to have a sexual interest in children, The Citadel will continue to disregard any interest in protecting children from sexual assault by persons known to have a sexual interest in children. Protecting children from sexual assault simply does not matter to The Citadel, and The Citadel will concern itself with that protection only if The Citadel is compelled to concern itself with it.

38. In maintaining silence about ReVille after 2007, the Citadel breached its various duties to warn and acted in a grossly negligent manner.

39. As a direct and proximate result of the repeated silence by the Citadel in 2007 and 2008, and its gross negligence as exhibited on multiple occasions and in multiple ways, the Plaintiff's child was sexually assaulted by ReVille.

40. The Plaintiff has incurred costs for treating her child, and providing her child professional care.

41. The Plaintiff has suffered intangible injury as a result of the conduct by The Citadel.

42. The Plaintiff is entitled to damages and injunctive relief as a result of the conduct of The Citadel.

For a Second Cause of Action: Outrage

43. Allegations above are incorporated into this cause of action as if fully stated.

44. The Citadel acted in a reckless manner and inflicted severe emotional distress that was certain or substantially certain to result in any parent whose child was sexually assaulted by ReVille due to the failure by The Citadel to take any action to interfere with ReVille's sexually assaulting children.

45. The Citadel agents and employees had been told in 2007 by the parents of the 2002 summer camper how damaging it was to the parents to have their child be subjected to ReVille's sexual misconduct. The Citadel was told the parents were "absolutely furious" that their child was exposed to ReVille's misconduct.

46. The conduct by The Citadel in choosing to remain silent while ReVille continued to work around children and have opportunity to exploit children sexually is conduct so extreme and outrageous as to exceed all possible bounds of decency. The idea that ReVille should be permitted to have continued access to children to sexually exploit them must be regarded as atrocious and utterly intolerable in a civilized community.

47. The Plaintiff's child would have had no exposure to ReVille had The Citadel not maintained its silence about ReVille in 2007. The acts and omissions of The Citadel caused the Plaintiff's emotional distress.

48. The emotional distress suffered by the Plaintiff, as for any by any parent, knowing that her child was sexually abused when he or she might have entirely avoided the abuse had The Citadel merely reported to law enforcement, or ReVille's employers, or to parents, what it knew in 2007 of ReVille's sexual interest in children, was so severe that no reasonable person could be expected to endure it.

49. Plaintiff is entitled to damages and injunctive relief as a result of the conduct of The Citadel.

For a Third Cause of Action: Loss of Services

50. Allegations above are incorporated into this cause of action as if fully stated.

51. The Citadel had a duty to refrain from any act or omission which might cause harm to minor children within a foreseeable danger, including Plaintiff's minor child.

52. The Citadel was grossly negligent, in at least the following particulars:

a. In failing to report ReVille's conduct to law enforcement;

b. In failing to report ReVille's conduct to ReVille's employers in 2007;

c. In failing to report ReVille's conduct to parents of children under supervision and control of ReVille;

d. In failing to correct the implicit representation that ReVille was a proper person to supervise and control children, when it was known that ReVille had a sexual interest in children and the implicit representation was false;

e. In failing to disrupt in any way ReVille's sexual interest in children;

f. In failing to have sufficient education and training for its employees, staff, and agents about reporting persons known to have engaged in sexual misconduct with children;

g. By creating conditions where children, including Plaintiff's child, would be isolated with a person known to be sexually interested in children, while The Citadel withheld information to enable the Plaintiff to choose whether to permit her child to participate in an activity under supervision of a person with a sexual interest in her child.

53. Plaintiff was harmed as a result of the gross negligence of The Citadel as set forth above, in that she has been impaired by The Citadel the services and companionship of her child.

54. Plaintiff is entitled to a judgment against The Citadel, for damages in an amount to be determined by the jury, and injunctive relief to be ordered by the Court.

Request for Jury Trial

55. Plaintiff requests trial by jury, damages as assessed by the jury, and injunctive relief.

56. Pursuant to S.C. Code § 15-77-300, Plaintiff seeks costs and reasonable attorneys' fees to be taxed as court costs against The Citadel for acting without substantial justification, other costs and disbursements of this action, injunctive relief to enjoin The Citadel from failing to report information it receives about childhood sexual abuse, and such other and further relief

as the Court and jury shall deem just and proper.

Respectfully submitted,

Dated: 12·14·11

JEFF ANDERSON & ASSOCIATES, P.A.

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