

COPY

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

W.L., a single woman,

Plaintiff,

v.

GREG WINSLOW AND JANE DOE
WINSLOW, husband and wife; UNITED
STATES SWIMMING, INC. dba USA
SWIMMING, a Colorado non-profit
corporation; ARIZONA SWIMMING, INC.,
an Arizona corporation; SUN DEVIL
AQUATICS, INC., an Arizona corporation;
MICHAEL CHASSON AND JILL
CHASSON, husband and wife,

Defendants.

Case No. CV2013-009074

COMPLAINT

(Assault and Battery; Intentional Infliction of Emotional Distress; Negligence; Negligent Hiring, Training, Supervising, Retention, and Failure to Warn; Negligent Failure to Enact and/or Enforce Policies, Procedures, Regulations, and Requirements to Prevent Inappropriate Sexual Conduct; Breach of Fiduciary/Confidential Relationship; Negligent Infliction of Emotional Distress; Negligent Misrepresentation; Fraudulent Misrepresentation; Vicarious Liability/ *Respondeat Superior*; and Negligent Failure to Control Conduct)

(Jury Trial Demanded)

Plaintiff W.L., by and through counsel undersigned, for her complaint against Defendants, hereby alleges as follows:

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1 Misrepresentation; (X) Vicarious Liability/ *Respondeat Superior*; and (XI) Negligent
2 Failure to Control Conduct of Winslow.

3 **PARTIES, JURISDICTION AND VENUE**

4 1. Plaintiff W.L. is an individual, over eighteen (18) years of age. Plaintiff is
5 a citizen and resident of Arizona. Plaintiff brings suit herein under the pseudonym
6 “W.L.” in light of the unusually sensitive nature of the allegations of this petition which
7 if she were to be specifically identified would subject Plaintiff to additional emotional
8 harm.

9 2. Defendant United States Swimming, Inc., d/b/a USA Swimming (“USA
10 Swimming”) is a Colorado corporation, with its principal place of business located in
11 Colorado Springs, Colorado. USA Swimming is the National Governing Body for the
12 sport of swimming in the United States. At all times material hereto, Defendant USA
13 Swimming was doing business in Maricopa County, Arizona.

14 3. Defendant Arizona Swimming, Inc. (“Arizona Swimming”) is, and at all
15 times material hereto was, an Arizona corporation, with its principal place of business in
16 Arizona. Arizona Swimming is one of the 59 Local Swimming Committees operating
17 under the guidance of USA Swimming and pursuant to USA Swimming’s policies and
18 procedures. At all times material hereto, Defendant Arizona Swimming was doing
19 business in Maricopa County, Arizona.

20 4. Defendant Sun Devil Aquatics, Inc. (“Sun Devil Aquatics”) is, and at all
21 times material hereto was, an Arizona corporation, with its principal place of business in
22 Maricopa County, Arizona. At all times material hereto, Defendant Sun Devil Aquatics
23 operated as a “Member Club” of Defendants USA Swimming and Arizona Swimming
24 and was sanctioned and monitored by USA Swimming.

25 5. Defendants Michael Chasson (“Chasson”) and Jill Chasson (the “Chasson
26 Defendants,” collectively) are residents of Maricopa County, Arizona. At all times
27 material hereto, Chasson was serving as a certified USA Swimming coach and coach
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1 member of Defendant USA Swimming. He is also the President and Head Coach of Sun
2 Devil Aquatics, and in this capacity had both direct and vicarious supervisory
3 responsibility for both Defendant Greg Winslow and Plaintiff W.L. at all times during
4 which either of them participated in Sun Devil Aquatics activities or were at Sun Devil
5 Aquatics facilities.

6 6. Defendants Greg Winslow ("Winslow") and Jane Doe Winslow (the
7 "Winslow Defendants," collectively) are currently residents of Utah, and were previously
8 residents of Maricopa County, Arizona. At all times material hereto, Winslow was
9 serving as a certified USA Swimming coach and coach member of Defendant USA
10 Swimming and was an employee or agent of Sun Devil Aquatics and Chasson and
11 controlled and regulated by and/or on behalf of and/or as a representative of Defendants
12 USA Swimming, Arizona Swimming, and Sun Devil Aquatics.

13 7. Defendants Jane Doe Winslow and Jill Chasson are sued in their capacities
14 as the known spouses of Defendants Winslow and Michael Chasson, pursuant to A.R.S.
15 § 25-215(D). The true name of Jane Doe Winslow is unknown at this time, but Plaintiff
16 will amend this Complaint to name her as a party at such time as she obtain's that
17 information.

18 8. All individual married Defendants at all times material hereto were acting
19 on behalf of their marital community as well as themselves.

20 9. Each of the Defendants was the agent and/or employee or joint venturer of
21 the other Defendants and all actions by any of the Defendants were in the scope of their
22 employment and/or agency and/or joint venture with the other Defendants and were
23 acting on their own behalf as well as on the behalf of all of the Defendants.

24 10. The events alleged herein occurred in Maricopa County, Arizona.

25 11. Jurisdiction and venue are appropriate in this Court.

26 12. This Court has personal jurisdiction over Defendant USA Swimming as
27 Plaintiff's cause of action against USA Swimming arises from its commission of tortious
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1 acts within the State of Arizona and moreover USA Swimming has substantial,
2 systematic, and continuous contact with this state such that the exercise of general
3 personal jurisdiction over USA Swimming is fair, just, and appropriate.

4 13. This Court has personal jurisdiction over Defendants Arizona Swimming
5 and Sun Devil Aquatics, as Plaintiff's cause of action against Arizona Swimming and
6 Sun Devil Aquatics arises from their commission of tortious acts within the State of
7 Arizona, and moreover, Arizona Swimming and Sun Devil Aquatics are certified to do
8 business in this state, have a certified agent for service of process in this state, and have
9 substantial, systematic and continuous contact with this state such that the exercise of
10 general personal jurisdiction over Arizona Swimming and Sun Devil Aquatics is fair,
11 just, and appropriate.

12 14. This Court has personal jurisdiction over the Chasson and Winslow
13 Defendants by virtue of the fact that Plaintiff's causes of action against those Defendants
14 arises from Chasson's and Winslow's commission of tortious acts within the State of
15 Arizona while the Chasson and Winslow Defendants were residents of Arizona.

16 **GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

17 15. At all times relevant hereto, Plaintiff was a young female athlete member of
18 Defendants USA Swimming, Arizona Swimming, and Sun Devil Aquatics.

19 16. USA Swimming is the National Governing Body for the sport of swimming
20 in the United States and as such has exclusive control over member clubs such as Sun
21 Devil Aquatics.

22 17. As the National Governing Body for the sport, USA Swimming is
23 responsible for the conduct and administration of swimming in the United States. In this
24 capacity, USA Swimming formulates and implements the rules, policies, and procedures
25 for 59 Local Swimming Committees ("LSC") throughout the United States, one of which
26 is Arizona Swimming.
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1 18. Each LSC, including Arizona Swimming, is responsible for administering
2 USA Swimming activities within a defined geographical territory pursuant to the rules
3 and regulations promulgated and enforced by USA Swimming.

4 19. USA Swimming employs approximately 80 full-time employees and has an
5 operating budget of approximately 30 million dollars. USA Swimming is the recipient of
6 multi-million dollar donations from private persons, trusts, and/or corporations, and also
7 receives millions of dollars in funding for television rights and other areas from the
8 United States Olympic Committee.

9 20. Defendant Arizona Swimming is one of 59 LSC's operating under the
10 guidance, policies, and procedures of Defendant USA Swimming. Arizona Swimming
11 has jurisdiction over the sport of competitive swimming within the state of Arizona. As
12 such, Arizona Swimming has jurisdiction over "Member Clubs" within the
13 aforementioned geographical region, including Defendant Sun Devil Aquatics.

14 21. At all times mentioned hereto, Defendant Sun Devil Aquatics operated as a
15 "Member Club" of Defendants USA Swimming and Arizona Swimming and was
16 sanctioned and monitored by Defendant USA Swimming. Similar to many USA
17 Swimming member clubs, Sun Devil Aquatics is run primarily or exclusively by
18 volunteer parents. Sun Devil Aquatics is required to hire a certified USA Swimming
19 coach and coach member of Defendant USA Swimming to run the day-to-day operations
20 of the member club. As a voluntary parent-run organization, Sun Devil Aquatics has
21 very little by way of operating income. The income it has to run the member club is
22 derived from membership dues, a percentage of fees for hosting swim meets, and fund
23 raising events. Sun Devil Aquatics does not receive any government funding.

24 22. At all times relevant hereto, Defendant Sun Devil Aquatics operated under
25 the control and supervision, and pursuant to the rules, regulations and procedures, of
26 Defendants USA Swimming and Arizona Swimming. As with many other "Member
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1 Clubs,” Sun Devil Aquatics relies on and strictly follows the regulations and procedures
2 set forth by Defendants USA Swimming and Arizona Swimming.

3 23. Defendant USA Swimming exerts extensive and exclusive control over
4 individual clubs such as Sun Devil Aquatics through the enforcement of its policies and
5 procedures, including its “Code of Conduct” and “background screening program.”

6 24. Defendant USA Swimming can ensure the enforcement of its policies and
7 procedures by member clubs such as Defendant Sun Devil Aquatics in the event of non-
8 compliance by threatening to rescind the following: (1) its USA Swimming membership;
9 (2) participation in USA Swimming events, such as national qualifying and the
10 Olympics; and (3) liability insurance that is provided by USA Swimming to the member
11 swim clubs. If member clubs such as Sun Devil Aquatics did not follow the rules of USA
12 Swimming, the member clubs would essentially be banned from the sport and lose their
13 insurance.

14 25. Defendants Winslow and Chasson are certified USA Swimming coaches
15 and coach members of Defendant USA Swimming

16 26. Defendant Winslow was a certified USA Swimming coach and coach
17 member of Defendant USA Swimming and was a swimming coach of Defendant Sun
18 Devil Aquatics and specifically acted in the capacity as Plaintiff’s swimming coach. In
19 addition, Winslow was an employee, agent, servant, and/or a representative of
20 Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and Chasson, and
21 was under their control. At all times material to the wrongful sexual misconduct out of
22 which this Complaint arises, Winslow was acting in the course and scope of his
23 employment or agency with USA Swimming, Arizona, Sun Devil Aquatics, and Chasson.

24 27. At all times relevant hereto, Defendant Chasson was a certified USA
25 Swimming coach and coach member of Defendant USA Swimming and was the
26 President and head coach of Defendant Sun Devil Aquatics. In addition, Chasson was at
27 all times relevant hereto an employee, agent, servant, and/or a representative of
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1 Defendants USA Swimming, Arizona Swimming, and Sun Devil Aquatics and was under
2 their control. At all times hereinafter mentioned, Chasson was acting on behalf of and/or
3 in the course and scope of his employment or agency with USA Swimming, Arizona
4 Swimming, and Sun Devil Aquatics.

5 28. At all times relevant hereto, Defendant Sun Devil Aquatics was a certified
6 "Member Club" of Defendants USA Swimming and Arizona Swimming and was acting
7 as the agent or servant of USA Swimming and Arizona Swimming and all actions taken
8 by Sun Devil Aquatics were taken for the benefit of USA Swimming and Arizona
9 Swimming and were taken within the scope of Sun Devil Aquatics' authority pursuant to
10 and in the course and scope of its agency or servitude.

11 29. At all times relevant hereto, Defendant Arizona Swimming was a certified
12 LSC of Defendant USA Swimming and was acting as the agent or servant of USA
13 Swimming and all actions taken by Arizona Swimming were taken for the benefit of
14 USA Swimming and were taken within the scope of Arizona Swimming's authority
15 pursuant to and in the course and scope of its agency or servitude.

16 30. At all times relevant hereto, Defendants USA Swimming, Arizona
17 Swimming, Sun Devil Aquatics, and Chasson had the responsibility for hiring, training,
18 supervising, disciplining, placing, and retaining certified USA Swimming coaches,
19 including Defendant Winslow.

20 31. Defendant Winslow used his position as a certified USA Swimming coach
21 to exert power and authority over Plaintiff to commit acts of inappropriate sexual conduct
22 towards Plaintiff.

23 32. In the summer of 2005, Defendant Winslow was hired by Defendant Sun
24 Devil Aquatics to serve as a swimming coach. As required by Defendants USA
25 Swimming, Arizona Swimming, and Sun Devil Aquatics, Winslow was a certified USA
26 Swimming coach and coach member of Defendant USA Swimming. As such, Winslow
27 was required to follow the policies, procedures, rules, and regulations including the Code
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1 of Conduct as adopted and enforced by USA Swimming, Arizona Swimming, and Sun
2 Devil Aquatics.

3 33. Defendant Winslow had a prior history of inappropriate sexual grooming
4 and/or sexual contact with his underage female swimmers, and it was known to
5 Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and Chasson that
6 one or more of his female swimmers had had sexual relationships with him either during
7 or shortly after he coached them.

8 34. Despite this knowledge Defendants USA Swimming, Arizona Swimming,
9 Sun Devil Aquatics, and Chasson provided no warning or notice to the parents of the
10 underage swimmers Winslow would be coaching at Sun Devil Aquatics – such as
11 Plaintiff – regarding Winslow’s history of sexual relationships with his younger female
12 swimmers.

13 35. In the summer of 2005, Defendant Winslow was assigned to be Plaintiff’s
14 swimming coach with Defendant Sun Devil Aquatics. At the time that Winslow was
15 assigned to be Plaintiff’s swimming coach, Plaintiff was a minor under eighteen (18)
16 years of age.

17 36. Plaintiff was widely acknowledged as the fastest swimmer in her age group
18 in Arizona and was an elite national- and international-caliber swimmer who competed in
19 multiple national meets and competitions.

20 37. During the period of time between 2005 and 2008, Defendant Winslow
21 used his position as a certified USA Swimming coach and coach member of Defendant
22 USA Swimming as a means of gaining access to Plaintiff, a young female athlete
23 member swimmer, and other similarly situated young female member swimmers while
24 under the supervision and control of Defendants USA Swimming, Arizona Swimming,
25 Sun Devil Aquatics, Chasson, and its agents.

26 38. Defendant Winslow used the swimming facilities leased or otherwise
27 controlled by Defendant Sun Devil Aquatics and swimming meets and events sanctioned
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1 and controlled by Defendants USA Swimming and Arizona Swimming to gain access to
2 young female athlete member swimmers, including Plaintiff.

3 39. As a certified USA Swimming coach and coach member of Defendant USA
4 Swimming and specifically the swim coach assigned to Plaintiff, Defendant Winslow
5 used his position as coach to gain power and trust over Plaintiff as an athlete under his
6 control beginning in the summer of 2005 at the time Plaintiff was a minor. To increase
7 Plaintiff's vulnerability to his inappropriate sexual advances and conduct, Winslow
8 abused his position of power and authority as a swim coach over the athlete to sexually
9 groom the Plaintiff, a young female athlete member swimmer, by taking deliberate
10 actions to befriend her and establish an emotional connection with her to lower Plaintiff's
11 inhibitions in preparation for Defendant Winslow's planned inappropriate sexual conduct.

12 40. As Plaintiff's swimming coach, during the period of time between 2005 and
13 2008, Defendant Winslow had nearly daily contact with Plaintiff due to practice/training
14 sessions and swim meets as well as frequent telephone calls and other communications
15 even when the two were not together at swimming events.

16 41. During the period of time between the 2005 and 2008, Defendant Winslow
17 used the power and authority of the coach-athlete relationship to sexually groom Plaintiff
18 through inappropriate actions including, but not limited to, psychological manipulation of
19 Plaintiff intended to use and exploit the trust, knowledge, emotions and influence derived
20 from the coach-athlete relationship to further his ultimate goal of engaging the Plaintiff in
21 an inappropriate sexual relationship.

22 42. Defendant Winslow's use of his position of power and authority over the
23 Plaintiff through the coach-athlete relationship, and his pattern and practice of
24 inappropriate sexual conduct designed to sexually groom Plaintiff while she was a minor
25 for the purpose of committing acts of inappropriate sexual conduct towards Plaintiff is a
26 felony under Arizona criminal law and vitiated any consent by Plaintiff to Winslow's acts
27 of inappropriate sexual conduct described above.
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1 43. Defendant Winslow's acts of inappropriate sexual conduct towards Plaintiff
2 including, but not limited to, sexual grooming, sexual harassment, sexual misconduct,
3 and sexual abuse culminating in inappropriate sexual contact, occurred during the
4 existence of and was incidental to the coach-athlete relationship and occurred during
5 swim practices, meets, and other competitions supervised and/or sanctioned by
6 Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and Chasson, and
7 occurred on property leased, rented, or controlled by USA Swimming, Arizona
8 Swimming, Sun Devil Aquatics and elsewhere.

9 44. Defendant Winslow's acts of inappropriate sexual conduct towards Plaintiff
10 including, but not limited to, sexual grooming, sexual harassment, sexual misconduct,
11 and sexual abuse culminating in inappropriate sexual contact committed during the
12 period of time between 2005 and 2007, occurred while Winslow was acting within the
13 course and scope of his employment with and otherwise under the control of and/or
14 regulated by Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
15 Chasson.

16 45. The unique nature of the working environment of Defendants USA
17 Swimming's, Arizona Swimming's, and Sun Devil Aquatics' enterprise/organization and
18 the duties, power, and authority certified USA Swimming coaches, including Defendant
19 Winslow, have over their member athletes requires and/or includes, but is not limited to:

- 20 a. an exceptionally close association with female adolescents on a day-
21 to-day basis;
- 22 b. an exceptionally close contact with young females, who, as a general
23 matter consistent with the unique enterprise undertaken, were dressed only in
24 swimming attire that left them far more vulnerable and susceptible to improper
25 touching and other unwanted physical contact;
- 26 c. a status afforded each employee, including Defendant Winslow, akin
27 to acting as a surrogate parent due to the young age of those placed under said
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1 employee's complete and absolute control and supervision while attending
2 Defendants' facilities and activities sanctioned by Defendants;

3 d. complete coercive authority over the young females coached and
4 supervised by said employees, including Defendant Winslow, such that the young
5 female swimmers were required to follow and abide by each and every instruction
6 given them by Defendants' employees in order to avoid jeopardizing their swim
7 careers;

8 e. an exceptional working environment wherein it was deemed
9 acceptable (even though unnecessary) for Defendants' employee coaches, such as
10 Defendant Winslow, to physically touch young female adolescents under their
11 control and supervision; and

12 f. an environment which allows one-on-one contact with young
13 females under said employees' absolute supervision and control (unsupervised by
14 any third party).

15 46. The wrongful conduct of Defendant Winslow was engendered by, and was
16 a logical outgrowth of, his employment at Defendant Sun Devil Aquatics and his status as
17 a certified USA Swimming coach and coach member of Defendant USA Swimming and
18 the injuries and damages suffered by Plaintiff as a result of Winslow's wrongful conduct
19 was an inherent aspect of and incidental to Winslow's job duties and working
20 environment due to the unique nature of the swimming enterprise undertaken by USA
21 Swimming, Arizona Swimming, and Sun Devil Aquatics as described herein.

22 47. Defendant USA Swimming and its members, including specifically
23 certified USA Swimming coaches, are governed by a "Code of Conduct" which expressly
24 prohibits sexual misconduct between coach and athlete.

25 48. Defendants Arizona Swimming and Sun Devil Aquatics have adopted and
26 purport to follow the USA Swimming Code of Conduct, and USA Swimming purports to
27 enforce the Code of Conduct.
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1 49. As a certified USA Swimming coach and coach member of Defendant USA
2 Swimming, Defendant Winslow's acts of inappropriate sexual conduct towards Plaintiff,
3 a young female athlete member swimmer, including, but not limited to, sexual grooming,
4 sexual harassment, sexual misconduct, and sexual abuse culminating in inappropriate
5 sexual contact was a clear violation of USA Swimming Code of Conduct.

6 50. Defendant Chasson, as a certified USA Swimming coach and coach
7 member of Defendant USA Swimming and the immediate supervisor of Defendant
8 Winslow, knew or should have known of Winslow's acts of inappropriate sexual conduct
9 towards Plaintiff including, but not limited to, sexual grooming, sexual harassment,
10 sexual misconduct, and sexual abuse culminating in inappropriate sexual contact which
11 occurred during the existence of and was incidental to the coach-athlete relationship. As
12 such, Chasson acted in consort, aided, abetted and/or encouraged Winslow to violate the
13 Code of Conduct making Chasson's actions or inactions also a violation of USA
14 Swimming Code of Conduct.

15 51. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
16 Chasson knew, should have known, or failed to identify and prevent Defendant
17 Winslow's acts of inappropriate sexual conduct towards Plaintiff including, but not
18 limited to, sexual grooming, sexual harassment, sexual misconduct, and sexual abuse
19 culminating in inappropriate sexual contact which occurred during the existence of and
20 was incidental to the coach-athlete relationship. USA Swimming, Arizona Swimming,
21 Sun Devil Aquatics, and Chasson failed to prevent Winslow from committing such acts
22 of inappropriate sexual conduct towards Plaintiff, a young female athlete member
23 swimmer.

24 52. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
25 Chasson knew or should have known that Defendant Winslow engaged in acts of
26 inappropriate sexual conduct towards young female athlete member swimmers, including
27 Plaintiff, and was unfit to be a certified USA Swimming coach and coach member of
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1 Defendant USA Swimming with access to young female athlete member swimmers,
2 including Plaintiff.

3 53. Defendant USA Swimming has long tolerated a culture of inappropriate
4 and criminal sexual relationships between adult male coaches and underage female
5 swimmers.

6 54. Dating and/or molesting young female athlete member swimmers was an
7 implicitly accepted part of being a member coach of Defendant USA Swimming.
8 Coaches having inappropriate sexual relationships with swimmers, even minors, were
9 impliedly condoned at USA Swimming.

10 55. Going back to at least the late 1960's, Defendant USA Swimming has
11 consistently turned a blind eye to inappropriate sexual relationships between its coaches
12 and/or upper management and young female athlete member swimmers. Coaching
13 members dating and/or molesting their swimmers was common practice.

14 56. Defendant USA Swimming has a culture of condoning certified USA
15 Swimming coaches and coach members of Defendant USA Swimming engaging in
16 inappropriate sexual relationships with and inappropriate sexual conduct towards young
17 female athlete member swimmers of USA Swimming.

18 57. Formal complaints about acts of inappropriate sexual conduct and sexual
19 abuse towards young female athlete member swimmers by certified USA Swimming
20 coaches and coach members of Defendant USA Swimming are discouraged, overlooked,
21 and not adequately investigated in a timely and appropriate manner.

22 58. Defendant USA Swimming has publicly acknowledged, through its Chief
23 Executive Officer, Chuck Wielgus, that there has been a widespread problem with sexual
24 abuse by coaches.

25 59. As a consequence, an environment has been created whereby certified USA
26 Swimming coaches and coach members of Defendant USA Swimming were and are
27 allowed to date, commit acts of inappropriate sexual conduct with, and/or molest their
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1 young female athlete member swimmers without adequate investigations to known
2 allegations and such certified coaches are allowed to maintain their coach membership
3 with Defendant USA Swimming in good standing. USA Swimming shows a complete
4 indifference to and conscious disregard for the safety of Plaintiff and other similarly
5 situated young female athlete member swimmers.

6 60. It was foreseeable, and indeed known, to Defendants USA Swimming,
7 Arizona Swimming, and Sun Devil Aquatics that its certified USA Swimming coaches
8 would use their power and authority over young female athlete member swimmers,
9 including Plaintiff, to commit acts of inappropriate sexual conduct towards its member
10 athletes. Furthermore, USA Swimming, Arizona Swimming, and Sun Devil Aquatics
11 knew or should have known that its young female athlete member swimmers, including
12 Plaintiff, were at an increased risk of harm and injury from acts of inappropriate sexual
13 conduct by certified USA Swimming coaches, including Defendant Winslow, because of
14 the unique nature of the environment of the swimming enterprise/organization and the
15 power and authority the certified USA Swimming coaches have over member athletes.

16 61. In 2004, Defendant USA Swimming's board of directors first approved a
17 sexual misconduct statement to be included in the USA Swimming Employee Handbook.
18 Also in 2004, USA Swimming's board of directors first approved a sexual misconduct
19 policy to be included in its policy manual which states, "It is the policy of USA
20 Swimming that all of its Members, including athletes, coaches, officials and volunteers,
21 have the right to participate and compete in an environment that is safe and free from
22 sexual abuse and harassment." Despite the clear mandate in the policy manual, this
23 policy was never truly enacted, enforced, or followed, and did not result in a zero
24 tolerance for sexual abuse and harassment in the sport.

25 62. Defendants USA Swimming, Arizona Swimming, and Sun Devil Aquatics
26 failed to implement an adequate background screening policy to protect young female
27 athlete members, including Plaintiff.
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1 63. Defendant USA Swimming further failed to implement and/or enforce
2 adequate policies, procedures, regulations, and requirements to protect member athletes
3 from wrongful acts of inappropriate sexual conduct by certified USA Swimming coaches
4 and ensure that the Code of Conduct was complied with by all certified USA Swimming
5 coaches so that young female athlete member swimmers could participate and compete in
6 a swimming environment that is safe and free from the inappropriate sexual conduct as
7 described herein.

8 64. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
9 Chasson had a duty and/or voluntarily assumed the duty to protect young female athlete
10 member swimmers, including Plaintiff, from inappropriate sexual conduct by certified
11 USA Swimming coaches, including Defendant Winslow, and to provide a safe
12 environment for young female athlete member swimmers, including Plaintiff, that is safe
13 and free from inappropriate sexual conduct by certified USA Swimming coaches.

14 65. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
15 Chasson undertook to render services to Plaintiff in that they undertook to protect young
16 female athlete member swimmers, including Plaintiff, from inappropriate sexual conduct
17 by certified USA Swimming coaches, including Defendant Winslow, and to provide a
18 safe environment for young female athlete member swimmers, including Plaintiff, that is
19 free from inappropriate sexual conduct by certified USA Swimming coaches. This
20 undertaking is evidenced by the policies and procedures adopted by Defendants, the
21 undertaking to apply and enforce those policies and procedures, and the representations
22 that were made to Plaintiff and Plaintiff's parents regarding the protection and safe
23 environment that would be provided.

24 66. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
25 Chasson recognized, or should have recognized, that their undertaking to protect young
26 female athlete member swimmers, including Plaintiff, from inappropriate sexual conduct
27 by certified USA Swimming coaches, including Defendant Winslow, and to provide a
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1 safe environment for young female athlete member swimmers, including Plaintiff, that is
2 free from inappropriate sexual conduct by certified USA Swimming coaches, was
3 necessary for the protection of Plaintiff.

4 67. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
5 Chasson failed to exercise reasonable care in performing their undertaking to protect
6 young female athlete member swimmers, including Plaintiff, from inappropriate sexual
7 conduct by certified USA Swimming coaches, including Defendant Winslow, and to
8 provide a safe environment for young female athlete member swimmers, including
9 Plaintiff, that is free from inappropriate sexual conduct by certified USA Swimming
10 coaches. This failure to exercise reasonable care increased the risk of harm to Plaintiff.
11 In addition, Plaintiff suffered harm as a result of her reliance upon Defendants'
12 undertaking.

13 68. Defendants USA Swimming and Arizona Swimming held out Defendant
14 Sun Devil Aquatics and its certified USA Swimming coaches as a certified and an
15 accredited local swim club and provided actual or implied representations to athlete
16 member swimmers and their parents, including Plaintiff and Plaintiff's parents, that Sun
17 Devil Aquatics swim club was a safe environment free from harm by certified USA
18 Swimming coaches including acts of inappropriate sexual conduct.

19 69. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
20 Chasson held out Defendant Winslow as a certified and certified USA Swimming coach
21 and coach member of Defendant USA Swimming and provided actual or implied
22 representations to athlete member swimmers and their parents, including Plaintiff and
23 Plaintiff's parents, that Winslow would not harm or injure athlete member swimmers
24 through acts of inappropriate sexual misconduct.

25 70. Athlete member swimmers and their parents, including Plaintiff and
26 Plaintiff's parents, reasonably relied on such actual and/or implied representations of
27 Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and Chasson to
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1 their detriment and were given a false sense of security that Sun Devil Aquatics swim
2 club was a safe environment free from harm by certified USA Swimming coaches
3 including acts of inappropriate sexual conduct.

4 71. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
5 Chasson breached their duty to Plaintiff, as a young female athlete member swimmer, to
6 provide an environment that is safe and free from inappropriate sexual conduct from
7 Defendant Winslow, a certified USA Swimming coach and coach member of Defendant
8 USA Swimming.

9 72. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
10 Chasson failed to enact and/or enforce appropriate policies, procedures, regulations, and
11 requirements to prevent inappropriate sexual conduct by their certified USA Swimming
12 coaches against young female athlete member swimmers, including Defendant
13 Winslow's acts of inappropriate sexual conduct towards Plaintiff.

14 73. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
15 Chasson's failure to implement and/or enforce appropriate policies, procedures,
16 regulations and requirements to prevent and protect young female athlete member
17 swimmers of USA Swimming from inappropriate sexual conduct by certified USA
18 Swimming coaches, including Defendant Winslow's acts of inappropriate sexual conduct
19 towards Plaintiff caused or contributed to cause Plaintiff's injuries and damages.

20 74. Defendant Winslow's sexual molestation of Plaintiff continued for
21 approximately a year and a half but nothing was done by Defendants USA Swimming,
22 Arizona Swimming, Sun Devil Aquatics, or Chasson to discourage, prevent, or preclude
23 further inappropriate and unlawful behavior by Winslow while he was working under
24 their control. Further, USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
25 Chasson failed to report, properly investigate, and/or to take corrective action such as
26 expelling Winslow's coaching membership to USA Swimming as a certified USA
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1 Swimming coach and all of its local swim committees and member club teams at any
2 time prior to the filing of this Complaint.

3 75. Defendants USA Swimming and Arizona Swimming had actual or
4 constructive notice of a chronic and pervasive epidemic of certified USA Swimming
5 coaches and coach members of Defendant USA Swimming who were criminally charged
6 and/or convicted of sexually abusing and/or molesting their young female athlete member
7 swimmers.

8 76. On or around June of 2007, Defendant Winslow left Arizona and Defendant
9 Sun Devil Aquatics to move to Utah to become the Head Coach of the swimming and
10 diving program at the University of Utah, but maintained his status as a certified USA
11 Swimming coach and coach member of Defendant USA Swimming.

12 77. Around this time period Winslow stopped sexually abusing Plaintiff, still a
13 minor, but continued to emotionally, psychologically, and verbally abuse and manipulate
14 Plaintiff.

15 78. Plaintiff was an elite high school swimmer who could have attended any of
16 the top college swimming programs in the country, but Winslow coerced Plaintiff into
17 swimming for him at the University of Utah, a second-tier swimming program that was
18 not appropriate for a swimmer of Plaintiff's caliber.

19 79. Plaintiff swam for Winslow during the 2008-09 school year at the
20 University of Utah, and his emotional, psychological, and verbal abuse and manipulation
21 of Plaintiff continued during this period.

22 80. Plaintiff left the University of Utah in 2009 to swim at another college
23 program, but was emotionally and psychologically damaged by the sexual and other
24 abuse committed by Winslow.

25 81. She subsequently was kicked off the swim team, dropped out of school, and
26 engaged in an extended period of antisocial and self-destructive behavior, including drug
27

1 and alcohol abuse and petty crime, due to the emotional and psychological harm caused
2 by Winslow.

3 82. Because of the harm she had suffered Plaintiff lacked the capacity to
4 understand what Winslow had done to her. During this time she told no one of
5 Winslow's abuse.

6 83. Plaintiff's self-destructive, criminal, and substance abuse behavior
7 culminated in a suicide attempt in August 2012.

8 84. Plaintiff survived the suicide attempt and began receiving intensive medical
9 and psychological therapy.

10 85. It was only during these therapy sessions in September 2012 that Plaintiff
11 was able to comprehend and appreciate what Winslow had done to her.

12 86. Because of the harm Defendant Winslow had caused to her when she was a
13 minor, prior to September 2012 Plaintiff lacked the mental, emotional and psychological
14 capacity to address the consequences of Winslow's misconduct, including the capacity to
15 pursue and initiate civil claims against Defendants.

16 87. Plaintiff first reported to law enforcement that she had been sexually
17 abused by Defendant Winslow in September 2012.

18 88. In a November 2012 confrontation call between Plaintiff and Defendant
19 Winslow, arranged and monitored by investigating law enforcement authorities, Winslow
20 apologized to Plaintiff for kissing and fondling her when she was underage.

21 89. Although in subsequent interviews with law enforcement Winslow denied
22 sexually abusing Plaintiff, police investigators determined Winslow's denials were
23 deceptive.

24 **INJURIES AND DAMAGES**

25 90. As a direct and proximate result of the joint and several acts of Defendants
26 USA Swimming, Arizona Swimming, Sun Devil Aquatics, Chasson, and Winslow,
27 Plaintiff suffered the following injuries and damages:
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1 a. multiple acts of inappropriate sexual conduct towards Plaintiff
2 including, but not limited to, sexual grooming, sexual harassment, sexual
3 misconduct, and sexual abuse culminating in inappropriate sexual contact;

4 b. psychological and emotional trauma resulting in medically
5 diagnosable and severe emotional distress, including but not limited to, post-
6 traumatic stress disorder;

7 c. medical, psychological, counseling and related expenses; and

8 d. future emotional pain, suffering, and mental anguish arising from the
9 foregoing.
10

11 91. As a direct and proximate result of the joint and several acts of Defendants
12 USA Swimming, Arizona Swimming, Sun Devil Aquatics, Chasson, and Winslow,
13 Plaintiff has suffered, and continues to suffer economic and non-economic damages
14 including, but not limited to, medical, psychological, counseling and related expenses,
15 pain of mind and body, shock, emotional distress, physical manifestations of emotional
16 distress, embarrassment, loss of self-esteem, humiliation, loss of enjoyment of life,
17 damage to reputation, and other damages as yet undetermined. Plaintiff is reasonably
18 expected to suffer from such damages in the future.

19 **COUNT I**
20 **ASSAULT AND BATTERY**
21 **(Defendant Greg Winslow)**

22 92. Plaintiff hereby incorporates by this reference each and every allegation
23 heretofore pleaded.

24 93. Defendant Winslow committed acts of inappropriate sexual conduct
25 towards Plaintiff's body including, but not limited to, sexual grooming, sexual
26 harassment, sexual misconduct, and sexual abuse culminating in inappropriate sexual
27 contact.

28 94. Plaintiff did not want to participate in any of these activities but was
coerced into doing so by Defendant Winslow's authority over her and her swimming

1 career and by the implied and explicit threat of physical violence against Plaintiff if she
2 tried to resist any of Defendant Winslow's sexual advances and contact.

3 95. Defendant Winslow's offensive acts of inappropriate sexual conduct
4 towards Plaintiff including, but not limited to, sexual grooming, sexual harassment,
5 sexual misconduct, and sexual abuse culminating in inappropriate sexual contact were
6 done with the intent to cause Plaintiff apprehension of and actual offensive contact and
7 bodily harm.

8 96. Defendant Winslow's acts of inappropriate sexual conduct towards Plaintiff
9 including, but not limited to, sexual grooming, sexual harassment, sexual misconduct,
10 and sexual abuse culminating in inappropriate sexual contact occurred during the
11 existence of and was incidental to the coach-athlete relationship and Winslow's position
12 of power and authority over Plaintiff and occurred during swim practices, meets and
13 other competitions supervised and/or sanctioned by Defendants USA Swimming, Arizona
14 Swimming, Sun Devil Aquatics, and Chasson, and occurred on property leased, rented, or
15 controlled by USA Swimming, Arizona Swimming, and Sun Devil Aquatics and
16 elsewhere.

17 97. As a result of the above-described acts, Plaintiff has suffered, and continues
18 to suffer economic and non-economic damages as set forth herein.

19 98. Defendant Winslow's actions were outrageous, intentional, willful, wanton
20 and or reckless, for which punitive damages are warranted in an amount that will punish
21 and deter him and others from like conduct.

22 **COUNT II**
23 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
24 **(Defendant Greg Winslow)**

25 99. Plaintiff hereby incorporates by this reference each and every allegation
26 heretofore pleaded.

27 100. Defendant Winslow committed acts of inappropriate sexual conduct
28 towards Plaintiff's body including, but not limited to, sexual grooming, sexual

1 harassment, sexual misconduct, and sexual abuse culminating in inappropriate sexual
2 contact. Such inappropriate sexual conduct by Winslow was extreme and outrageous and
3 intentionally and/or recklessly caused severe emotional distress to Plaintiff.

4 101. As a result of the above-described acts, Plaintiff has suffered, and continues
5 to suffer economic and non-economic damages as set forth herein.

6 102. Defendant Winslow's actions were outrageous, intentional, willful, wanton
7 and or reckless, for which punitive damages are warranted in an amount that will punish
8 and deter him and others from like conduct.

9 **COUNT III**
10 **NEGLIGENCE**
11 **(All Defendants)**

12 103. Plaintiff hereby incorporates by this reference each and every allegation
13 heretofore pleaded.

14 104. Each Defendant had and/or voluntarily assumed a duty to protect Plaintiff
15 as an athlete member swimmer of Defendants USA Swimming, Arizona Swimming, and
16 Sun Devil Aquatics.

17 105. It was foreseeable and known to Defendants USA Swimming, Arizona
18 Swimming, and Sun Devil Aquatics that its certified USA Swimming coaches, including
19 Defendant Winslow, would use their power and authority over young female athlete
20 member swimmers, including Plaintiff, to commit acts of inappropriate sexual conduct
21 towards its member athletes. Furthermore, USA Swimming, Arizona Swimming, and
22 Sun Devil Aquatics knew or should have known that its young female athlete member
23 swimmers, including Plaintiff, were at an increased risk of harm and injury from acts of
24 inappropriate sexual conduct by certified USA Swimming coaches, including Defendant
25 Winslow, because of the unique nature of the environment of the swimming
26 enterprise/organization and the power and authority the certified USA Swimming
27 coaches have over member athletes.
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106. Defendants, by and through their agents, servants and employees, knew, should have known, or failed to identify and prevent Defendant Winslow's acts of inappropriate sexual conduct towards Plaintiff including, but not limited to, sexual grooming, sexual harassment, sexual misconduct, and sexual abuse culminating in inappropriate sexual contact which occurred during the existence of and was incidental to the coach-athlete relationship.

107. Defendants, by and through their agents, servants and employees, knew or should have known that Defendant Winslow had previously engaged and would in the future engage in acts of inappropriate sexual conduct towards young female athlete member swimmers, including Plaintiff, and was unfit to be a certified USA Swimming coach and coach member of Defendant USA Swimming with access to young female athlete member swimmers, including Plaintiff.

108. Defendants breached their duty to prevent and protect Plaintiff when they failed to prevent and protect Plaintiff from assault, battery, and other acts of inappropriate sexual conduct towards Plaintiff including, but not limited to, sexual grooming, sexual harassment, sexual misconduct, and sexual abuse culminating in inappropriate sexual contact.

109. As a result of the above-described acts, Plaintiff has suffered, and continues to suffer economic and non-economic damages as set forth herein.

110. Defendants' actions and/or inactions were outrageous, willful, wanton and/or reckless, for which punitive damages are warranted in an amount that will punish and deter them and others from like conduct.

COUNT IV

NEGLIGENT HIRING, TRAINING, SUPERVISING, RETENTION, AND FAILURE TO WARN

(Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and Chasson)

111. Plaintiff hereby incorporates by this reference each and every allegation heretofore pleaded.

1 112. It was foreseeable to Defendants USA Swimming, Arizona Swimming, Sun
2 Devil Aquatics, and Chasson that its certified USA Swimming coaches would use their
3 power and authority over young female athlete member swimmers, including Plaintiff, to
4 commit acts of inappropriate sexual conduct towards its member athletes. Furthermore,
5 USA Swimming, Arizona Swimming, and Sun Devil Aquatics knew or should have
6 known that its young female athlete member swimmers, including Plaintiff, were at an
7 increased risk of harm and injury from acts of inappropriate sexual conduct by certified
8 USA Swimming coaches, including Defendant Winslow, because of the unique nature of
9 the environment of the swimming enterprise/organization and the power and authority the
10 certified USA Swimming coaches have over member athletes.

11 113. Defendants, by and through their agents, servants and employees, knew,
12 should have known, or failed to identify and prevent Defendant Winslow's acts of
13 inappropriate sexual conduct towards Plaintiff including, but not limited to, sexual
14 grooming, sexual harassment, sexual misconduct, and sexual abuse culminating in
15 inappropriate sexual contact which occurred during the existence of and was incidental to
16 the coach-athlete relationship.

17 114. Defendants, by and through their agents, servants and employees, knew or
18 should have known of Defendant Winslow's dangerous and exploitative propensities
19 and/or that Defendant Winslow had previously engaged and would in the future engage
20 in acts of inappropriate sexual conduct towards young female athlete member swimmers,
21 including Plaintiff, and was an unfit agent and certified USA Swimming coach, and
22 despite such knowledge, Defendants negligently hired, trained, supervised and retained
23 Winslow in the position of power and authority as a member coach where he was able to
24 commit the wrongful acts of inappropriate sexual conduct towards Plaintiff including, but
25 not limited to, sexual grooming, sexual harassment, sexual misconduct, and sexual abuse
26 culminating in inappropriate sexual contact which occurred during the existence of and
27 was incidental to the coach-athlete relationship.
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1 115. Defendants breached their duty and failed to use reasonable care in
2 investigating Defendant Winslow's background and hiring him as a member coach, failed
3 to use reasonable care in training Winslow, failed to provide reasonable supervision of
4 Winslow, and failed to provide adequate warning to Plaintiff and Plaintiff's parents of
5 Winslow's dangerous propensities and/or of Winslow's acts of inappropriate sexual
6 conduct towards Plaintiff, a young female athlete member swimmer, as described herein.

7 116. Defendants breached their duty and negligently retained Defendant
8 Winslow and failed to take corrective action such as expelling Winslow's coaching
9 membership to USA Swimming as a certified USA Swimming coach and prohibit access
10 to athlete member swimmers long after they knew or should have known of Winslow's
11 dangerous propensities and/or his acts of inappropriate sexual conduct towards Plaintiff, a
12 young female athlete member swimmer, as described herein.

13 117. As a result of the above-described acts, Plaintiff has suffered, and continues
14 to suffer economic and non-economic damages as set forth herein.

15 118. Defendants' actions and/or inactions were outrageous, willful, wanton
16 and/or reckless, for which punitive damages are warranted in an amount that will punish
17 and deter them and others from like conduct.

18 **COUNT V**

19 **NEGLIGENT FAILURE TO ENACT AND/OR ENFORCE**
20 **POLICIES, PROCEDURES, REGULATIONS, AND REQUIREMENTS**
21 **TO PREVENT INAPPROPRIATE SEXUAL CONDUCT**
22 **(Defendants USA Swimming, Arizona Swimming,**
23 **Sun Devil Aquatics and Chasson)**

24 119. Plaintiff hereby incorporates by this reference each and every allegation
25 heretofore pleaded.

26 120. It was foreseeable and known to Defendants USA Swimming, Arizona
27 Swimming, Sun Devil Aquatics, and Chasson that its certified USA Swimming coaches
28 would use their power and authority over young female athlete member swimmers,
including Plaintiff, to commit acts of inappropriate sexual conduct towards its member

1 athletes. Furthermore, Defendants knew or should have known that its young female
2 athlete member swimmers, including Plaintiff, were at an increased risk of harm and
3 injury from acts of inappropriate sexual conduct by certified USA Swimming coaches,
4 including Defendant Winslow, because of the unique nature of the environment of the
5 swimming enterprise/organization and the power and authority the certified USA
6 Swimming coaches have over member athletes.

7 121. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
8 Chasson had a duty and/or voluntarily assumed the duty to protect young female athlete
9 member swimmers, including Plaintiff, from inappropriate sexual conduct by certified
10 USA Swimming coaches, including Defendant Winslow, and to provide a safe
11 environment for young female athlete member swimmers, including Plaintiff, that is safe
12 and free from inappropriate sexual conduct including, but not limited to, sexual
13 grooming, sexual harassment, sexual misconduct, and sexual abuse culminating in
14 inappropriate sexual contact by certified USA Swimming coaches, including by
15 Defendant Winslow.

16 122. Such duty to provide a safe environment for female athlete member
17 swimmers, including Plaintiff, that is free from such inappropriate sexual conduct by
18 certified USA Swimming coaches, including by Defendant Winslow, extends to actions
19 and/or inactions that occurred during the existence of and was incidental to the coach-
20 athlete relationship.

21 123. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
22 Chasson breached this duty and were negligent in failing to provide a safe environment
23 and failed to prevent and protect Plaintiff from Winslow's acts of inappropriate sexual
24 conduct towards Plaintiff including, but not limited to, sexual grooming, sexual
25 harassment, sexual misconduct, and sexual abuse culminating in inappropriate sexual
26 contact which occurred during the existence of and was incidental to the coach-athlete
27 relationship.
28

1 124. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
2 Chasson breached this duty and were negligent for failing to enact and/or enforce
3 policies, procedures, regulations, and requirements to provide a safe environment for
4 athlete member swimmers, including Plaintiff, and to prevent certified USA Swimming
5 coaches, including Defendant Winslow, from committing acts of inappropriate sexual
6 conduct towards Plaintiff, as a young female athlete member swimmer, including, but not
7 limited to, sexual grooming, sexual harassment, sexual misconduct, and sexual abuse
8 culminating in inappropriate sexual contact.

9 125. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
10 Chasson represented and held itself out to the public, including athlete member
11 swimmers and their parents, that they would provide a safe environment free from sexual
12 misconduct and sexual abuse and undertook the duty to protect member swimmers,
13 including Plaintiff, from the inappropriate sexual conduct described herein from certified
14 USA Swimming coaches who are in a position of power and authority over athlete
15 member swimmers.

16 126. Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and
17 Chasson knew or should have known that the exercise of reasonable care in the
18 undertaking of such duty is necessary for the protection of athlete member swimmers,
19 including Plaintiff, and that the failure to exercise such care increases the risk of harm
20 and the harm suffered because of the reliance of female athlete swimmers and their
21 parents on USA Swimming, Arizona Swimming, Sun Devil Aquatics and Chasson to
22 provide a safe environment and protect member swimmers, including Plaintiff, from the
23 inappropriate sexual conduct described herein from certified USA Swimming coaches,
24 including Defendant Winslow.

25 127. Such duty extends to the protection of a third person, including Plaintiff, in
26 that Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics and Chasson
27 knew or should have known that the exercise of reasonable care and such undertaking
28

1 was necessary to protect third persons from physical harm and such Defendants owed a
2 duty to protect such third persons, including Plaintiff.

3 128. As a result of the above-described acts, Plaintiff has suffered, and continues
4 to suffer economic and non-economic damages as set forth herein.

5 129. Defendants' actions and/or inactions were outrageous, willful, wanton
6 and/or reckless, for which punitive damages are warranted in an amount that will punish
7 and deter them and others from like conduct.

8 **COUNT VI**
9 **BREACH OF FIDUCIARY/CONFIDENTIAL RELATIONSHIP**
10 **(All Defendants)**

11 130. Plaintiff hereby incorporates by this reference each and every allegation
12 heretofore pleaded.

13 131. As a result of the coach-athlete relationship, and by Defendants undertaking
14 the care, custody, and guidance of the vulnerable Plaintiff, Defendants pursued and
15 acquired a position of power, authority, and trust with the Plaintiff.

16 132. Further, by holding out to the public that sanctioned member swim clubs,
17 including Defendant Sun Devil Aquatics, as certified and accredited local swim clubs, as
18 a safe and secure environment for athlete member swimmers, Defendants solicited and/or
19 accepted this position of empowerment. This empowerment prevented the Plaintiff from
20 effectively protecting herself.

21 133. Defendants thus entered into fiduciary and confidential relationships with
22 Plaintiff.

23 134. As a result of the confidential and fiduciary relationships, Defendants
24 obtained the trust, confidence and custody of the Plaintiff.

25 135. Plaintiff reposed trust and confidence in Defendant Winslow as her swim
26 coach and an authority figure, mentor and confidante.

27 136. As her caretakers and fiduciaries, Defendants each owed Plaintiff the duty
28 of trust and loyalty.

137. As fiduciary and confidante to the Plaintiff, Defendants owed a strict duty to Plaintiff to not employ their position of power and authority over Plaintiff, and their superior resources, social and political power and experience to the detriment of Plaintiff.

138. Furthermore, Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and Chasson and their agents owe a duty to protect its member athletes, including Plaintiff, to operate in the member athletes' best interests and to act so as to avoid harming the athlete members, through acts of inappropriate sexual conduct towards Plaintiff including, but not limited to, sexual grooming, sexual harassment, sexual misconduct, and sexual abuse culminating in inappropriate sexual contact.

139. Defendants breached their duty to prevent and protect Plaintiff when they failed to prevent and protect Plaintiff from Defendant Winslow's acts of inappropriate sexual conduct towards Plaintiff including, but not limited to, sexual grooming, sexual harassment, sexual misconduct, and sexual abuse culminating in inappropriate sexual contact.

140. As a result of the above-described acts, Plaintiff has suffered, and continues to suffer economic and non-economic damages as set forth herein.

141. Defendants' actions and/or inactions were outrageous, willful, wanton and/or reckless, for which punitive damages are warranted in an amount that will punish and deter them and others from like conduct.

COUNT VII
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(All Defendants)

142. Plaintiff hereby incorporates by this reference each and every allegation heretofore pleaded.

143. Defendants knew or should have known that their negligent and wrongful acts and/or inactions as described herein, including, but not limited to, inappropriate sexual conduct towards Plaintiff including, but not limited to, sexual grooming, sexual harassment, sexual misconduct, and sexual abuse culminating in inappropriate sexual

1 contact and failing to prevent and protect Plaintiff from such wrongful acts, involved an
2 unreasonable risk of causing emotional distress to Plaintiff.

3 144. As a result of the Defendants' wrongful acts and/or inactions as described
4 herein, including but not limited to, inappropriate sexual conduct towards Plaintiff
5 including, but not limited to, sexual grooming, sexual harassment, sexual misconduct,
6 and sexual abuse culminating in inappropriate sexual contact and failing to prevent and
7 protect Plaintiff from such wrongful acts, Plaintiff has suffered and continues to suffer
8 from medically diagnosable and severe emotional distress, and physical manifestations of
9 harm including but not limited to, post-traumatic stress disorder.

10 145. As a result of the above-described acts, Plaintiff has suffered, and continues
11 to suffer economic and non-economic damages as set forth herein.

12 146. Defendants' actions and/or inactions were outrageous, willful, wanton
13 and/or reckless, for which punitive damages are warranted in an amount that will punish
14 and deter them and others from like conduct.

15 **COUNT VIII**
16 **NEGLIGENT MISREPRESENTATION**
17 **(All Defendants)**

18 147. Plaintiff hereby incorporates by this reference each and every allegation
19 heretofore pleaded.

20 148. Defendants represented to Plaintiff, and Plaintiff's parents, as an athlete
21 member swimmer of Defendants USA Swimming, Arizona Swimming, and Sun Devil
22 Aquatics that Defendants would provide a safe environment free from harm from
23 certified USA Swimming coaches acts of inappropriate sexual conduct towards Plaintiff
24 including, but not limited to, sexual grooming, sexual harassment, sexual misconduct,
25 and sexual abuse culminating in inappropriate sexual contact.

26 149. Plaintiff and Plaintiff's parents relied on Defendants' representations to
27 their detriment and were given a false sense of security that Defendants would provide a
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1 safe environment free from harm from certified USA Swimming coaches acts of
2 inappropriate sexual conduct towards Plaintiff, as described herein.

3 150. Defendants failed to provide a safe environment and Defendant Winslow,
4 as a certified USA Swimming coach and coach member of Defendant USA Swimming,
5 committed acts of inappropriate sexual conduct towards Plaintiff including, but not
6 limited to, sexual grooming, sexual harassment, sexual misconduct, and sexual abuse
7 culminating in inappropriate sexual contact which occurred during the existence of and
8 was incidental to the coach-athlete relationship.

9 151. As a proximate result of Defendants' misrepresentations, Plaintiff has
10 suffered, and continues to suffer economic and non-economic damages as set forth
11 herein.

12 152. Defendants' actions and/or inactions were outrageous, willful, wanton
13 and/or reckless, for which punitive damages are warranted in an amount that will punish
14 and deter them and others from like conduct.

15 **COUNT IX**
16 **FRAUDULENT MISREPRESENTATION**
17 **(All Defendants)**

18 153. Plaintiff hereby incorporates by this reference each and every allegation
19 heretofore pleaded.

20 154. Defendants represented to Plaintiff, and Plaintiff's parents, that Defendants
21 USA Swimming, Arizona Swimming, and Sun Devil Aquatics would provide a safe
22 environment free from harm from certified USA Swimming coaches committing acts of
23 inappropriate sexual conduct towards Plaintiff including, but not limited to, sexual
24 grooming, sexual harassment, sexual misconduct, and sexual abuse culminating in
25 inappropriate sexual contact.

26 155. Defendants intended that Plaintiff and her parents rely upon such
27 representations in Plaintiff's becoming and remaining an athlete member swimmer of
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1 USA Swimming, Arizona Swimming, and Sun Devil Aquatics and allowing Defendants
2 Chasson and Winslow to coach Plaintiff.

3 156. Defendants' representation was false and Defendants knew that it was false
4 and/or did not know whether the representation was true or false.

5 157. Defendants' representation as set forth herein was material to Plaintiff and
6 Plaintiff's parents becoming and remaining an athlete member swimmer of Defendants
7 USA Swimming, Arizona Swimming, and Sun Devil Aquatics and allowing Defendants
8 Chasson and Winslow to coach Plaintiff.

9 158. Plaintiff and Plaintiff's parents relied on Defendants' representations to
10 their detriment and were given a false sense of security that that Plaintiff would be
11 provided a safe environment free from harm from certified USA Swimming coach acts of
12 inappropriate sexual conduct towards Plaintiff, as described herein.

13 159. Defendants failed to provide a safe environment and Defendant Winslow,
14 as a certified USA Swimming coach and coach member of Defendant USA Swimming,
15 committed acts of inappropriate sexual conduct towards Plaintiff including, but not
16 limited to, sexual grooming, sexual harassment, sexual misconduct, and sexual abuse
17 culminating in inappropriate sexual contact which occurred during the existence of and
18 was incidental to the coach-athlete relationship.

19 160. As a direct and proximate result of Defendants' misrepresentations,
20 Plaintiff has suffered, and continues to suffer economic and non-economic damages as
21 set forth herein.

22 161. Defendants' actions and/or inactions were outrageous, willful, wanton
23 and/or reckless, for which punitive damages are warranted in an amount that will punish
24 and deter them and others from like conduct.
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COUNT X
VICARIOUS LIABILITY (*RESPONDEAT SUPERIOR*)
(Defendants USA Swimming, Arizona Swimming, and Sun Devil Aquatics)

162. Plaintiff hereby incorporates by this reference each and every allegation heretofore pleaded.

163. Defendant Chasson was a certified USA Swimming coach and coach member of Defendants USA Swimming and Arizona Swimming and was the head swimming coach of Defendant Sun Devil Aquatics. In addition, Chasson was directly or indirectly an employee, agent, servant, and/or a representative of Defendants USA Swimming, Arizona Swimming, and Sun Devil Aquatics and was under their control.

164. Defendant Winslow was a certified USA Swimming coach and coach member of Defendants USA Swimming and Arizona Swimming and was a swimming coach of Defendant Sun Devil Aquatics and acted in the capacity as Plaintiff's swimming coach. In addition, Winslow was directly or indirectly an employee, agent, servant, and/or a representative of Defendants USA Swimming, Arizona Swimming, and Sun Devil Aquatics and was under their control.

165. Defendant Winslow's acts of inappropriate sexual conduct towards Plaintiff including, but not limited to, sexual grooming, sexual harassment, sexual misconduct, and sexual abuse culminating in inappropriate sexual contact occurred during the existence of and was incidental to the coach-athlete relationship and Winslow's position of power and authority over Plaintiff occurred during swim practices, meets and other competitions supervised and/or sanctioned by Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and Chasson, and occurred on property leased, rented, or controlled by USA Swimming, Arizona Swimming, Sun Devil Aquatics and elsewhere.

166. The wrongful conduct of Defendant Winslow was engendered by and was a logical outgrowth of his employment at Defendant Sun Devil Aquatics, and his status as a certified USA Swimming coach and coach member of Defendant USA Swimming, and the injuries and damages suffered by Plaintiff as a result of Winslow's wrongful conduct

1 were an inherent aspect of and incidental to Winslow's job duties and working
2 environment due to the unique nature of the swimming enterprise undertaken by USA
3 Swimming, Arizona Swimming, and Sun Devil Aquatics as described herein.

4 167. By assigning Defendant Winslow to coach young female athlete member
5 swimmers of Defendant Sun Devil Aquatics, including Plaintiff, Defendants authorized,
6 consented to or knowingly permitted Winslow to exercise authority on behalf of
7 Defendants USA Swimming, Arizona Swimming, and Sun Devil Aquatics in that
8 Winslow, as a certified USA Swimming coach and coach member of Defendant USA
9 Swimming assigned to female athlete member swimmers, had formal responsibility for
10 the female athlete member swimmers of Sun Devil Aquatics, including Plaintiff.

11 168. The intentional, wrongful and/or negligent actions and inactions of
12 Defendant Winslow described herein were committed or omitted while Winslow was
13 acting within the course and scope of his employment with and otherwise under the
14 control of and/or regulated by Defendants USA Swimming, Arizona Swimming, and Sun
15 Devil Aquatics and acting to further the interests of Defendants USA Swimming, Arizona
16 Swimming and Sun Devil Aquatics.

17 169. As such, Defendants USA Swimming, Arizona Swimming and Sun Devil
18 Aquatics are vicariously liable for the intentional, wrongful, negligent, careless and
19 reckless acts and omissions of its employees, agents, or representatives Defendants
20 Chasson and Winslow.

21 **COUNT XI**

22 **NEGLIGENT FAILURE TO CONTROL CONDUCT OF WINSLOW** 23 **(Defendants USA Swimming, Arizona Swimming, Sun Devil Aquatics, and Chasson)**

24 170. Plaintiff hereby incorporates by this reference each and every allegation
25 heretofore pleaded.

26 171. At all times relevant herein, Defendants USA Swimming, Arizona
27 Swimming, and Sun Devil Aquatics had a duty to exercise reasonable care so as to
28 control Defendant Winslow while acting outside the scope of his employment to prevent

1 him from intentionally harming others or from so conducting himself as to create an
2 unreasonable risk of bodily harm to young female athlete member swimmers, including
3 Plaintiff.

4 172. Defendant Winslow was a certified USA Swimming coach and coach
5 member of Defendant USA Swimming and was assigned to coach Plaintiff which is a
6 privilege gained from being a coach member of Defendant USA Swimming and Winslow
7 only has access to swim activities, events, and athlete member swimmers through such
8 coaching membership in Defendants USA Swimming, Arizona Swimming, and Sun
9 Devil Aquatics.

10 173. Defendants USA Swimming, Arizona Swimming, and Sun Devil Aquatics
11 knew or should have known that they had the ability to control Defendant Winslow by
12 terminating his employment and/or expelling his coaching membership with USA
13 Swimming, Arizona Swimming, and Sun Devil Aquatics.

14 174. Defendants USA Swimming, Arizona Swimming, and Sun Devil Aquatics
15 knew or should have known of the necessity and opportunity for exercising such control
16 over Defendant Winslow.

17 175. Defendants USA Swimming, Arizona Swimming, and Sun Devil Aquatics
18 breached their duty and failed to exercise reasonable care in controlling Defendant
19 Winslow while acting outside the scope of his employment as to prevent him from
20 intentionally harming member athletes, including Plaintiff, in that Winslow engaged in
21 acts of inappropriate sexual conduct towards Plaintiff including, but not limited to, sexual
22 grooming, sexual harassment, sexual misconduct, and sexual abuse culminating in
23 inappropriate sexual contact.

24 176. As a result of the above-described acts, Plaintiff has suffered, and continues
25 to suffer economic and non-economic damages as set forth herein.
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1 177. Defendants' actions and/or inactions were outrageous, willful, wanton
2 and/or reckless, for which punitive damages are warranted in an amount that will punish
3 and deter them and others from like conduct.

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5 **DEMAND FOR JURY TRIAL**

6 Plaintiffs hereby demand a trial by jury in this matter.


7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff requests judgment against Defendants as follows:

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10 A. For general damages for the personal injuries of Plaintiff W.L. in an
11 amount to be proven at trial;
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13 B. For special damages in an amount to be proven at trial;
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15 C. For all costs incurred herein;
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17 D. For attorneys' fees incurred in prosecuting this claim;
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19 E. For pre-judgment and post-judgment interest as allowed by law; and
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21 F. For such other and further relief as the Court may deem proper.

22 DATED this 27th day of June, 2013.

23 GALLAGHER & KENNEDY, P.A.

24 By 
25 Patrick J. McGroder III
26 Lincoln Combs
27 2575 East Camelback Road
28 Phoenix, Arizona 85016-9225
Attorneys for Plaintiff