

**IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN
DISTRICT OF PENNSYLVANIA**

S.G., individually, and D.O., as guardian of	:	NO.
B.O., a minor	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	CIVIL ACTION
WEST WILLOW FIRE COMPANY	:	
and STANLEY K. TODD,	:	
	:	
Defendants.	:	JURY TRIAL DEMANDED

COMPLAINT

AND NOW, come the Plaintiffs, S.G., individually, and D.O., as guardian of B.O., a minor, by counsel, Andreozzi & Associates, P.C., who hereby file the within Complaint against the Defendants, West Willow Fire Company and Stanley K. Todd, and state as follows:

PARTIES

1. The Plaintiff, S.G., is 23-year-old female who resides in Lancaster County, Pennsylvania.
2. S.G. is identified by her initials since at all times relevant she was a minor, this case involves her sexual abuse as a child, publicly revealing her identity would cause her further harm, and the Defendants are aware of S.G.'s identity.

3. The Plaintiff, D.O., as guardian of B.O., a minor, is the mother and legal guardian of B.O., a minor female that resides in Lancaster County, Pennsylvania.

4. D.O. and B.O. are identified by their initials since at all times relevant B.O. was, and remains, a minor, this case involves B.O.'s sexual abuse as a child, publicly revealing their identities would cause B.O. further harm, and the Defendants are aware of D.O. and B.O.'s identities.

5. Defendant West Willow Fire Company (also "West Willow" or the "Fire Company") is a Pennsylvania non-profit corporation that serves as the officially recognized volunteer fire company for the Township of Pequea, Lancaster County, Pennsylvania, pursuant to official Township Ordinance(s).

6. Defendant Stanley K. Todd ("Todd" or "Defendant Todd") is an adult individual who, upon information and belief, resides at SCI Camp Hill in Cumberland County, Pennsylvania.

7. At all times relevant, Defendant Todd was an agent of the Fire Company, and was acting under color of state law.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1331, which gives U.S. district courts jurisdiction over all civil actions arising under the Constitution, laws or treaties of the United States.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), since all defendants reside in this District and the events giving rise to the claims occurred in this District.

FACTS

10. In 2009, then fourteen-year-old S.G. began participating in the junior firefighter program at the West Willow Fire Company.

11. The Fire Company's junior firefighter program allowed local youth to learn about firefighting, spend time at the Fire Company, and participate in West Willow Fire Company events.

12. As a member of the junior firefighter program, S.G. was, at all times relevant, an invitee of the Fire Company whose safety was the responsibility of Fire Company officials.

13. When S.G. joined the junior firefighter program in 2009, Defendant Stanley K. Todd was an adult volunteer fire fighter at the Fire Company.

14. For years, Defendant Todd used the Fire Company's junior firefighter program to gain access to children he could sexually abuse.

15. In 2009, Defendant Todd repeatedly sexually violated S.G. by touching her buttocks and breasts, and also by digitally penetrating her vagina.

16. Unfortunately, S.G. was not the only junior firefighter to fall victim to Defendant Todd.

17. In the summer of 2014, then fifteen-year-old B.O. began participating in the junior firefighter program at West Willow Fire Company.

18. Like S.G., as a member of the junior firefighter program B.O. was, at all times relevant, an invitee of the Fire Company whose safety was the responsibility of Fire Company officials.

19. From June 2014 until May 2015, Defendant Todd sexually abused B.O. on dozens of occasions.

20. Defendant Todd's abuse of B.O. included sexual fondling, digital penetration, oral sex, and sexual intercourse.

21. Tragically, S.G. and B.O.'s sexual abuse by Todd during their time as West Willow Fire Company junior firefighters was completely preventable by the Fire Company.

22. Defendant Todd should have never been allowed to have unsupervised access to the Fire Company's junior firefighters, including B.O. and S.G., much less an opportunity to sexually abuse them.

23. In May 2000, Defendant Todd's younger sister told Anthony Todd, Defendant Todd's father and an official with the West Willow Fire Company, that Defendant Todd was sexually abusing her.

24. Anthony Todd took no action to curb Defendant Todd's heinous abuse of young girls.

25. To the contrary, Anthony Todd actively brought Defendant Todd into the Fire Company by encouraging Defendant Todd to become a West Willow firefighter and by recommending Defendant Todd to the Fire Company.

26. Anthony Todd took such affirmative acts although he knew Defendant Todd would have access to West Willow junior firefighters as a member of the Fire Company, which would put junior firefighters, like S.G. and B.O., at risk for sexual abuse by Defendant Todd.

27. In the summer of 2009, S.G. told both Anthony Todd and Michael Topper ("Topper"), who was then a high-ranking official at the Fire Company, that Defendant Todd had sexually assaulted her at the firehouse.

28. Topper and Anthony Todd took no meaningful action whatsoever in response to S.G.'s report.

29. No West Willow Fire Company officials reported Defendant Todd to the authorities or took any remedial measures to protect Fire Company junior firefighters from Defendant Todd, a known sexual abuser.

30. As such, Defendant Todd remained part of the West Willow Fire Company, where he was able to continue his sexual abuse of S.G., and was years later in a position to sexually abuse B.O.

31. Finally, in 2015 Defendant Todd was arrested and charged with multiple serious crimes related to his sexual abuse of multiple young girls.

32. In February 2016, Defendant Todd pled guilty to crimes related to his heinous sexual abuse of five young girls, including S.G. and B.O.

33. As a result, Defendant Todd was sentenced to up to twenty years in state prison, which finally put a stop to his reign of terror.

34. As a result of the above actions and omissions of the Defendants described herein, S.G. and B.O. suffered severe, permanent, and debilitating injuries common to sexual abuse survivors.

COUNT I

Plaintiffs v. Defendant West Willow Fire Company

42 U.S.C. § 1983

35. The allegations throughout this Complaint are incorporated as if set forth at length.

36. Under the Fourteenth Amendment, the Plaintiffs had a right to bodily integrity, which was violated by Defendant Todd's inappropriate contact with the Plaintiffs, including his grooming, groping, and/or sexual molestation of the Plaintiffs.

37. West Willow Fire Company officials took affirmative acts, and/or maintained official policies, practices, procedures, and/or customs, that amounted to reckless indifference toward West Willow Fire Company agents' sexual abuse of the Plaintiffs, including, but not limited to:

- a. recklessly failing to adequately investigate allegations of sexual abuse against Defendant Todd;
- b. recklessly ignoring known allegations of sexual abuse against Defendant Todd;
- c. recklessly failing to remedy a known sexually abusive relationship between Defendant Todd and Plaintiffs;
- d. recklessly failing to supervise Defendant Todd's relationships with young female junior firefighters;
- e. recklessly failing to address Defendant Todd's known sexual misconduct with regard to junior firefighters;
- f. recklessly covering up Defendant Todd's sexual misconduct;
- g. recklessly maintaining official policies, customs, or practices that were indifferent to the risk of sexual abuse posed to junior firefighters;
- h. recklessly failing to train and/or supervise employees regarding responding to, investigating, and/or reporting sexual abuse within the West Willow Fire Company;
- i. recklessly failing to screen Defendant Todd prior to his becoming a West Willow firefighter;

j. affirmatively creating a danger to the Plaintiffs by recommending and bringing Defendant Todd into the West Willow Fire Company; and,

k. affirmatively creating a danger to the Plaintiffs by placing Defendant Todd in a supervisory role over junior firefighters.

38. As a direct and proximate result of the Defendants' actions and omissions, the Plaintiffs have suffered severe and permanent injuries.

WHEREFORE, the Plaintiffs request damages against the Defendants, jointly and severally, including an award of attorneys' fees and costs, and such other relief as this Honorable Court deems appropriate.

COUNT II

Plaintiffs v. Defendant West Willow Fire Company

Negligence

39. The allegations throughout this Complaint are incorporated as if set forth at length.

40. At all times relevant, the West Willow Fire Company had an obligation to protect the Plaintiffs from harm, including, but not limited to, sexual abuse by Defendant Todd.

41. West Willow Fire Company violated its duties, and was negligent and careless in the following manner:

- a. failing to adequately investigate allegations of sexual abuse against Defendant Todd;
- b. ignoring known allegations of sexual abuse against Defendant Todd;
- c. failing to remedy a known sexually abusive relationship between Defendant Todd and Plaintiffs;
- d. failing to supervise Defendant Todd's relationships with young female junior firefighters;
- e. failing to address Defendant Todd's known sexual misconduct with regard to junior firefighters;
- f. covering up Defendant Todd's sexual misconduct;
- g. maintaining official policies, customs, or practices that were indifferent to the risk of sexual abuse posed to junior firefighters;
- h. failing to train and/or supervise employees regarding responding to, investigating, and/or reporting sexual abuse within the West Willow Fire Company;
- i. failing to screen Defendant Todd prior to his becoming a West Willow firefighter;

j. affirmatively creating a danger to the Plaintiffs by recommending and bringing Defendant Todd into the West Willow Fire Company; and,

k. affirmatively creating a danger to the Plaintiffs by placing Defendant Todd in a supervisory role over junior firefighters.

42. As a direct and proximate result of the Defendants' actions and omissions, the Plaintiffs have suffered severe and permanent injuries.

WHEREFORE, the Plaintiffs request damages against the Defendants, jointly and severally, including an award of attorneys' fees and costs, and such other relief as this Honorable Court deems appropriate.

COUNT III

Plaintiffs v. Defendant Todd, in his Individual Capacity

42 U.S.C. § 1983

43. The allegations throughout this Complaint are incorporated as if set forth at length.

44. Under the Fourteenth Amendment, Plaintiffs had a right to bodily integrity that was violated by Defendant Todd's inappropriate contact with the Plaintiffs, including his grooming, groping, molesting, and sexual intercourse with Plaintiffs.

45. Defendant Todd used his authority as a West Willow Fire Company firefighter, employed by the Fire Company, and cloaked with the Fire Company's authority, to sexually abuse the Plaintiffs in violation of their Fourteenth Amendment rights to bodily integrity.

46. As a direct and proximate result of the Defendants' actions and omissions, the Plaintiffs have suffered severe and permanent injuries.

WHEREFORE, the Plaintiffs request damages against the Defendants, jointly and severally, including an award of attorneys' fees and costs, and such other relief as this Honorable Court deems appropriate.

COUNT IV

Plaintiffs v. Defendant Todd, in his Individual Capacity

Assault and Battery

47. The allegations throughout this Complaint are incorporated as if set forth at length.

48. Defendant Todd sexually abused the Plaintiffs as set forth above.

49. This sexual abuse was intended or expected to put Plaintiffs in reasonable and immediate apprehension of a harmful or offensive contact.

50. The sexual abuse did in fact put Plaintiffs in reasonable and immediate apprehension of a harmful or offensive contact.

51. This sexual abuse was intended to cause harmful and offensive contact with Plaintiffs' bodies.

52. The sexual abuse did in fact cause harmful and offensive contact with Plaintiffs' bodies.

53. As a direct and proximate result of the Defendants' actions and omissions, the Plaintiffs have suffered severe and permanent injuries.

WHEREFORE, the Plaintiffs request damages against the Defendants, jointly and severally, including an award of attorneys' fees and costs, and such other relief as this Honorable Court deems appropriate.

COUNT V

Plaintiffs v. Defendant Todd, in his Individual Capacity

Intentional Infliction of Emotional Distress

54. The allegations throughout this Complaint are incorporated as if set forth at length.

55. Defendant Todd sexually abused the Plaintiffs as set forth above.

56. Defendant Todd's sexual abuse of the Plaintiffs was extreme and outrageous, and utterly intolerable in a civilized society.

57. The sexual abuse did in fact put Plaintiffs in reasonable and immediate apprehension of a harmful or offensive contact.

58. This sexual abuse was intended to cause harmful and offensive contact with Plaintiffs' bodies.

59. The sexual abuse did in fact cause harmful and offensive contact with Plaintiffs' bodies.

60. As a direct and proximate result of the Defendants' actions and omissions, the Plaintiffs have suffered severe and permanent injuries.

WHEREFORE, the Plaintiffs request damages against the Defendants, jointly and severally, including an award of attorneys' fees and costs, and such other relief as this Honorable Court deems appropriate.

Respectfully Submitted,

ANDREOZZI & ASSOCIATES, P.C.

Dated: July 28, 2016


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