

IN THE COURT OF COMMON PLEAS IN AND FOR FRANKLIN COUNTY, OHIO

JOHN DOE, A MINOR, BY AND
THROUGH JANE DOE, HIS PARENT
AND NATURAL GUARDIAN
621 EAST TOWN STREET
COLUMBUS, OH 43215

CASE NO.:

JUDGE:

and

JANE DOE, INDIVIDUALLY AND AS
PARENT AND NATURAL GUARDIAN
OF JOHN DOE, A MINOR
621 EAST TOWN STREET
COLUMBUS, OH 43215

CATEGORY C (PERSONAL INJURY)

JURY DEMAND ENDORSED HEREON

Plaintiffs,

vs.

NATIONAL YOUTH ADVOCATE
PROGRAM
c/o CT CORPORATION SYSTEM
4400 EASTON COMMONS WAY,
SUITE 125
COLUMBUS, OH 43219

and

PAYTON H. SHIRES
c/o FRANKLIN COUNTY SHERIFF'S
OFFICE
373 S. HIGH STREET
COLUMBUS, OH 43215

Defendants.

CIVIL COMPLAINT FOR MONETARY DAMAGES

Background Facts

1. Plaintiff John Doe is a minor individual residing in Franklin County, Ohio.

2. Plaintiff Jane Doe is an adult individual residing in Franklin County, Ohio and is the mother and natural guardian of Plaintiff John Doe, a minor.

3. The identity and home address of Plaintiffs is known to Defendants but is being withheld due to the nature of Defendants' misconduct and Plaintiff John Doe's minor status.

4. Defendant National Youth Advocate Program ("NYAP") is a private, not-for-profit Ohio corporation, licensed to do business in Ohio.

5. Defendant Payton H. Shires ("Defendant Shires") is an adult individual who is currently residing at the Franklin County Sheriff's Office located at 373 S. High Street, Columbus, Ohio 43215.

6. At all times relevant hereto, Defendant Shires was employed by NYAP and was acting within the scope of her employment.

7. At all times relevant hereto, Defendant Shires served as a counselor and mentor to Plaintiff John Doe.

8. From approximately August of 2023 through September of 2023, Defendant Shires, while within the course and scope of her employment with NYAP, engaged in an inappropriate sexual relationship with Plaintiff John Doe, a minor, age 13, at various locations in Franklin County, Ohio as well as other Ohio counties.

9. On September 22, 2023, Plaintiff Jane Doe reported Defendant Shires' inappropriate conduct with Plaintiff John Doe to a supervisor at NYAP and requested Defendant Shires be removed from Plaintiff John Doe's care.

10. However, NYAP failed to remove Defendant Shires from Plaintiff John Doe's care and, as a direct result thereof said failure, the inappropriate sexual relationship continued with Plaintiff John Doe.

11. On or about October 6, 2023, Defendant Shires made a threatening phone call to Defendant Jane Doe, then later appeared at the house of Plaintiffs with a gun, fired a shot, and continued to engage in threatening and intimidating behavior.

12. On October 6, 2023, Defendant Shires was arrested and charged pursuant to R.C. § 2907.04(B)(3) for sexual conduct with a minor. Defendant Shire was also subsequently charged with R.C. § 2921.04(B) for intimidating a witness by force/threat.

First Claim for Relief – Intentional Criminal Wrongdoing by Defendant Payton H. Shires

13. Plaintiffs hereby incorporate paragraphs 1-12 as if fully rewritten herein.

14. Defendant Shires, by her conduct as set forth above, engaged in intentional criminal wrongdoing with respect to Plaintiff John Doe, including, but not limited to, sexual battery in violation of R.C. § 2907.04(B)(3) and intimidating a witness in violation of R.C. § 2921.04(B).

15. Defendant Shires, by her conduct as set forth above, engaged in intentional criminal wrongdoing with respect to Plaintiff Jane Doe, including, but not limited to intimidating a witness in violation of R.C. § 2921.04(B).

16. As a direct and proximate result of Defendant Shires’ intentional criminal wrongdoings against Plaintiffs John and Jane Doe, Plaintiffs, and each of them, suffered injuries and damages, including the following:

a. physical injury, bodily injury, disability, embarrassment, humiliation, loss of enjoyment of life, pain, suffering, mental anguish, depression, and other disabling injuries and non-economic damages which deny each a normal way of life, all of which will continue into the future and are permanent;

b. hospital, doctor, and other healthcare expenses, and Plaintiffs, and each of them, will with reasonable certainty incur future hospital, doctor, and other healthcare expenses, all of which are permanent; and

c. wage loss and other economic loss, all of which are permanent.

Second Claim for Relief – Liability of NYAP under the doctrine of Respondeat Superior

17. Plaintiffs hereby incorporate paragraphs 1-16 as if fully rewritten herein.

18. Defendant Shires and other employees/agents of NYAP were, at all times relevant hereto, acting within the scope of their employment as employees and agents of NYAP.

19. To the extent that Defendant Shires and other employees/agents were acting outside the scope of their employment/agency, NYAP ratified their unlawful behavior by, including, but not limited to, retaining them as employees/agents and engaging in other tortious misconduct.

20. Accordingly, NYAP is liable for the wrongful acts and omissions of its employees and agents.

21. As a direct and proximate result of the tortious misconduct of Defendant NYAP, and its employees/agents, as alleged herein, Plaintiffs, and each of them, suffered injuries and damages, including the following:

a. physical injury, bodily injury, disability, embarrassment, humiliation, loss of enjoyment of life, pain, suffering, mental anguish, depression, and other disabling injuries and non-economic damages which deny each a normal way of life, all of which will continue into the future and are permanent;

b. hospital, doctor, and other healthcare expenses, and Plaintiffs, and each of them, will with reasonable certainty incur future hospital, doctor, and other healthcare expenses, all of which are permanent; and

- c. wage loss and other economic loss, all of which are permanent.

Third Claim for Relief – Negligence of NYAP, including Willful, Wanton, and Reckless Misconduct

22. Plaintiffs hereby incorporate paragraphs 1-21 as if fully rewritten herein.

23. Defendant NYAP's conduct, by and through its employees/agents while acting within the scope of said employment/agency, as described herein was negligent, grossly negligent, willful, malicious, spiteful, and was conducive to acting with ill will and/or reckless disregard for Plaintiff John Doe's legal rights, safety, health, and welfare.

24. As a direct and proximate result of the tortious misconduct of Defendant NYAP, and its employees/agents, as alleged herein, Plaintiffs, and each of them, suffered injuries and damages, including the following:

- a. physical injury, bodily injury, disability, embarrassment, humiliation, loss of enjoyment of life, pain, suffering, mental anguish, depression, and other disabling injuries and non-economic damages which deny each a normal way of life, all of which will continue into the future and are permanent;

- b. hospital, doctor, and other healthcare expenses, and Plaintiffs, and each of them, will with reasonable certainty incur future hospital, doctor, and other healthcare expenses, all of which are permanent; and

- c. wage loss and other economic loss, all of which are permanent.

Fourth Claim for Relief – Negligent Hiring, Retention, and Supervision by NYAP

25. Plaintiffs hereby incorporate paragraphs 1-24 as if fully rewritten herein.

26. Defendant Shires was not competent to perform the duties for which she was hired and/or empowered to do. She carried out her duties in a negligent and tortious fashion with complete and utter disregard for the safety and well-being of Plaintiff John Doe.

27. NYAP knew or should have known that Defendant Wright was not competent or qualified to perform her employment duties. NYAP breached its duty of care and was negligent in hiring, retaining, supervising, and/or empowering Defendant Shires as an employee of NYAP.

28. As a direct and proximate result of the tortious misconduct of Defendant NYAP, and its employees/agents, as alleged herein, Plaintiffs, and each of them, suffered injuries and damages, including the following:

a. physical injury, bodily injury, disability, embarrassment, humiliation, loss of enjoyment of life, pain, suffering, mental anguish, depression, and other disabling injuries and non-economic damages which deny each a normal way of life, all of which will continue into the future and are permanent;

b. hospital, doctor, and other healthcare expenses, and Plaintiffs, and each of them, will with reasonable certainty incur future hospital, doctor, and other healthcare expenses, all of which are permanent; and

c. wage loss and other economic loss, all of which are permanent.

Fifth Claim for Relief – Claim of Jane Doe for Loss of Consortium

29. Plaintiffs hereby incorporate paragraphs 1-28 as if fully rewritten herein.

30. As a result of the aforementioned tortious misconduct, Plaintiff Jane Doe lost the services, companionship, and support of her son, has incurred or will incur hospital, doctor, and other healthcare expenses for herself and/or her son, and said damages and losses will continue into the future.

WHEREFORE, Plaintiffs, and each of them, demand a judgment for compensatory damages against Defendants, and each of them, jointly and severally, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00).

Plaintiffs further demand a judgment for punitive damages against Defendants, and each of them, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00).

Plaintiffs further demand court costs, attorney fees, and other such relief as the Court may deem appropriate.

Respectfully submitted,

/s/ John K. Fitch

John K. Fitch (0008119)

Kirstin A. Peterson (0099040)

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JURY DEMAND

Plaintiffs hereby demand, pursuant to Rule 38 of the Ohio Rules of Civil Procedure, a trial by jury on all issues herein.

/s/ John K. Fitch

John K. Fitch (0008119)

Kirstin A. Peterson (0099040)