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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 John Doe 1, Individually, by and through)
15 his Guardian Ad Litem, Jane Roe; John)
Doe 2, Individually, John Doe 3,)
16 Individually, John Doe 4, Individually)

17 Plaintiffs,)

18 v.)

19 American Youth Soccer Organization, a)
20 Registered Not-For-Profit Corporation; and)
Does 2 through 100, inclusive,)

21 Defendants.)

Case No:

22 **COMPLAINT FOR DAMAGES:**

- 23)
24)
25)
26)
27)
28)
1. **NEGLIGENCE;**
 2. **NEGLIGENT HIRING /**
 - RETENTION;
 3. **NEGLIGENT FAILURE TO**
 - WARN, TRAIN OR EDUCATE
 - PLAINTIFFS;
 4. **NEGLIGENCE PER SE**

[Demand for Jury Trial]

1 Based upon information and belief available to Plaintiffs, John Doe 1, Individually, by
2 and through his Guardian Ad Litem, Jane Roe, John Doe 2, John Doe 3, John Doe 4 at the time
3 of the filing of the Complaint for Damages, Plaintiffs make the following allegations:

4 **PARTIES**

- 5 1. Plaintiff John Doe 1 (“JD1”) is a minor male. JD1 was born on May 13, 2003.
6 2. Plaintiff John Doe 2 (“JD2”) was born on November 27, 1990. JD2 was at all times a
7 minor during the sexual abuse alleged herein.
8 3. Plaintiff John Doe 3 (“JD3”) was born on November 7, 1996. JD3 was at all times a
9 minor during the sexual abuse alleged herein.
10 4. Plaintiff John Doe 4 (“JD4”) was born on April 9, 1992. JD4 was at all times a minor
11 during the sexual abuse alleged herein.
12 5. Defendant American Youth Soccer Organization (“AYSO”) is a registered California
13 not-for-profit corporation with its national offices located in the city of Torrance, County
14 of Los Angeles, State of California.
15 6. Renoir Valenti (“Valenti”) was at all times relevant a commissioner, youth soccer coach
16 and/or referee retained by, and acting as an agent of AYSO. Utilizing his position within
17 the AYSO, Valenti sexually molested Plaintiffs. Valenti was convicted in 2014 for
18 molesting 14 boys, six of whom played on AYSO soccer teams. He is currently serving
19 a sentence of 130 years to life in the California Department of Corrections.

20 **BACKGROUND FACTS RELEVANT TO ALL CAUSES OF ACTION**

- 21 7. Plaintiffs incorporate by reference all paragraphs of this Complaint as if fully set forth
22 herein.
23 8. AYSO is a non-profit organization that provides youth soccer programs throughout the
24 United States as well as in the Virgin Islands, Trinidad and Tobago. According to its
25 website, the “American Youth Soccer Organization (AYSO) is the oldest national youth
26 soccer program in the United States.”
27 9. The AYSO opens its membership to all children between the ages of 4 and 18.
28 10. At all times relevant, Defendant operated youth soccer programs and invited the

1 participation of minor children, including Plaintiffs, in the programs. These programs
2 were administered by commissioners, soccer coaches, and referees that were selected,
3 approved and maintained by Defendants' leaders and operational agents. Defendant
4 accepted these approved volunteers and employees as their agents.

5 11. Plaintiffs believe, are informed, and on that basis allege that AYSO is structured
6 hierarchically, with its national headquarters located in Torrance, California. Individual
7 teams are first organized into Regions. Many teams may make up a Region in a
8 particular area of the nation. The next level above the Regions is the Areas – Areas are
9 composed of a number of Regions.

10 12. According to AYSO rules and regulations, a Regional Commissioner and a Regional
11 Board govern a Region.

12 13. Plaintiffs believe, are informed, and on that basis allege that according to AYSO rules
13 and regulations, an Area Director governs each Area. Each Area Director is trained by
14 the AYSO national organization to support its Regions. Area Directors are also
15 responsible for overseeing activities within their Regions.

16 14. Plaintiffs believe, are informed, and on that basis allege that a Section Director governs
17 each Section. The Section Director is responsible for ensuring that each Area and
18 Region in its Section complies with all AYSO policies. Section Directors also oversee
19 the activities in their respective Sections.

20 15. Plaintiffs believe, are informed, and on that basis allege that the AYSO National Board
21 of Directors governs the overall AYSO organization. Regional commissioners, Area and
22 Section Directors along with the National Board members serve as executive members
23 with voting rights. The staff at AYSO's national headquarters works closely with these
24 volunteer executive members and interfaces directly with each Region. The National
25 Office provides many services to the teams including: computerized registration;
26 training for coaches, referees and administrators; liability and accident insurance; safety
27 programs and other similarly significant services including the creation and
28 promulgation of the "Safe Haven" program designed in large part to protect child

1 members from being sexually abused by adult volunteers.

2 **STANDARD OF CARE**

- 3 16. Beginning as early as the 1970's, youth protection policies for youth serving
4 organizations have been widely available to the general public. In the mid-1970's, the
5 National Center on Child Abuse and Neglect, a federal agency, disseminated
6 information regarding youth protection. Around 1985 or 1986, the Boy Scouts of
7 America promulgated publicly available official youth protection policies.
- 8 17. As discussed in paragraph 14, AYSO has promulgated policies and procedures for the
9 protection of children through its Safe Haven program ("Safe Haven"). Plaintiffs
10 believe, are informed, and on that basis allege that Safe Haven was implemented in and
11 around the year 2000. The Safe Haven program was intended at all times relevant herein
12 to protect AYSO youth members from being abused by coaches, administrators and
13 other adults participating in the AYSO program.
- 14 18. Plaintiffs believe, are informed, and on that basis allege that AYSO did not have an
15 official youth protection policy prior to the implementation of Safe Haven in 2000.
- 16 19. Plaintiffs believe, are informed, and on that basis allege that Safe Haven requires that
17 each Region contain at least one Child and Volunteer Protection Advocate ("CVPA").
18 The CVPA is also a member of the Regional Board, and is responsible for overseeing
19 the implementation of Safe Haven in the Region.
- 20 20. Plaintiffs believe, are informed, and on that basis allege that Safe Haven also requires
21 that all coaches, referees and other volunteers be registered, trained, and certified by
22 Defendant AYSO in the Safe Haven program. Pursuant to AYSO rules and regulations,
23 practices and games are not permitted without an AYSO Safe Haven certified and
24 trained coach. Games are not permitted without an AYSO Safe Haven certified and
25 trained referee. Practice scrimmages do not require a referee, but do require an AYSO
26 Safe Haven certified and trained coach.
- 27 21. Plaintiffs believe, are informed, and on that basis allege that Safe Haven requires that
28 background checks be performed on each applicant to volunteer with AYSO.

1 22. Plaintiffs believe, are informed, and on that basis allege that coaches are reviewed yearly
2 by AYSO's Coach Administrator to evaluate performance and ensure conformity with
3 Safe Haven policies.

4 23. Plaintiffs believe, are informed, and on that basis allege that Safe Haven imposes a duty
5 on all volunteers to report activities between AYSO coaches and players that occur
6 outside of regular AYSO practices, playing fields, and other designated areas. The
7 notification must be documented, including the nature of the activity, and the names of
8 the adults and children involved.

9 24. Plaintiffs believe, are informed, and on that basis allege that Safe Haven requires that
10 there be a one adult volunteer to eight children ratio at all times. There must also be at
11 least two adult volunteers present at all times. At least one adult must be of the same
12 gender as the minors. Safe Haven prohibits an adult volunteer from being alone with a
13 child other than his/her own.

14 25. Plaintiffs believe, are informed, and on that basis allege that Safe Haven also prohibits
15 the transportation of minors by an AYSO volunteer, including coaches and referees, to
16 and from AYSO sanctioned events unless the child is their own.

17 **RENOIR VALENTI**

18 26. Plaintiffs believe, are informed, and on that basis allege, that at all times relevant,
19 Valenti was a commissioner, coach, and/or referee within AYSO, and therefore, required
20 to be trained and certified by AYSO on a yearly basis.

21 27. In 2007, the Center for Disease Control published a report regarding the prevention of
22 child abuse in youth-serving organizations ("The Report"). Listed in the Appendix of
23 the Report, under the heading "Participant List" is Defendant AYSO. Plaintiffs believe,
24 are informed, and on that basis allege that because a representative from the AYSO was
25 one of the participants who created the report that the AYSO is charged with the child
26 protection knowledge reflected in the final report between at least as of 2007.

27 **NOTICE**

28 28. Based on Valenti's actions as a coach, referee and/or commissioner including but not

1 limited to his behavior at games wherein he inappropriately touched boys, his submitting
2 and paying for registrations of boys that were not his biological children, his bringing
3 boys not related to him to games that he coached or refereed, his transporting boys that
4 were not his biological children to and from AYSO soccer games and or practices, and
5 his having AYSO soccer players at his house for parties, dinners, sleep-overs.

6 Defendant AYSO knew, or should have known about Valenti's sexual abuse of minors
7 and/or his sexually deviant propensities prior to the abuse of Plaintiffs.

8 29. Plaintiffs believe, are informed, and on that basis allege that when Valenti was 28 years
9 old, in 1987, he married a female who was 14 years old at the time.

10 30. Plaintiffs believe, are informed, and on that basis allege that while Valenti was a coach,
11 commissioner and/or referee with AYSO, Valenti spent an inordinate amount of time
12 with minor males who were not his biological children.

13 31. Plaintiffs believe, are informed, and on that basis allege that while Valenti was a coach,
14 commissioner and/or referee he frequently transported minors that were not his
15 biological offspring to and from AYSO sanctioned events in direct violation of AYSO's
16 Safe Haven policy.

17 32. Plaintiffs believe, are informed, and on that basis allege that while Valenti was a coach,
18 commissioner and/or referee he frequently spent time with minors one-on-one in direct
19 violation of AYSO's Safe Haven policy.

20 33. Plaintiffs believe, are informed, and on that basis allege that while Valenti was a coach,
21 commissioner and/or referee he went on multiple outings with minors who were AYSO
22 members that were not his biological children. Plaintiffs believe, are informed, and on
23 that basis allege that agents of AYSO knew, or should have known about this behavior.

24 34. Plaintiffs believe, are informed, and on that basis allege that Valenti was reported to law
25 enforcement in about 1998 for his inappropriate behavior with minors.

26 35. On information and belief, at least one AYSO volunteer reported her concerns to the
27 AYSO or an agent of the AYSO regarding Valenti's inappropriate behavior to AYSO
28 prior to 2002. No remedial action or reporting to lawful civil or criminal authorities was

1 done in response to this volunteer's complaint.

2 36. Plaintiffs believe, are informed, and on that basis allege that during all times relevant
3 herein on at least several occasions, Valenti either registered minor boys that were not
4 his own or attempted to register minors that were not his own for Defendant AYSO's
5 soccer program.

6 37. Based upon information and belief in about 2011, Valenti fraudulently registered a
7 minor, for AYSO youth soccer. Valenti removed said minor's parents from the
8 registration form and listed himself as said minor's guardian. Valenti then attempted to
9 have said minor assigned to Valenti's team.

10 38. Based upon information and belief, prior to 2012, an agent of AYSO, recognized the
11 fraudulent registration form. Said agent then made sure that said minor AYSO player
12 was placed on a team not coached by Valenti.

13 39. Based upon information and belief said agent referenced in paragraph 38 along with a
14 regional referee administrator for AYSO, and an active volunteer and board member for
15 the Lancaster AYSO, were aware of an investigation of allegations that in 2010 and
16 2011 Valenti allowed players to spend the night in his house, including in Valenti's bed,
17 and that Valenti inappropriately touched minors.

18 40. Based upon information and belief, based on the outcome of this investigation, in which
19 Valenti was no longer allowed to coach at the Lancaster AYSO, said agent of AYSO
20 informed Valenti that all coaching positions had been filled and he would not be needed
21 as a coach. Valenti was never relieved as a volunteer of AYSO and was still allowed to
22 associate with minors as a certified referee for AYSO.

23 41. Plaintiffs believe, are informed, and on that basis allege that multiple volunteers and
24 agents observed Valenti's inappropriate conduct with minors, and were concerned that
25 Valenti was acting inappropriately with minors.

26 42. Plaintiffs believe, are informed, and on that basis allege that at no time were Plaintiffs
27 parents informed or given any other training or education regarding the protection of
28 children within AYSO.

1 43. Plaintiffs believe, are informed, and on that basis allege that at no time were Plaintiffs
2 informed or given any other training or education regarding their own safety within the
3 organization.

4 **JD1**

5 44. JD1 and Valenti lived on the same block, which is how they first became associated.

6 45. JD1 then began training with Valenti in anticipation of participating in the upcoming
7 AYSO soccer season.

8 46. Valenti was in contact with representatives from AYSO to register JD1 for the upcoming
9 season, as well as ensure that JD1 was placed on the team coached by Valenti.

10 47. Valenti was given permission by AYSO to rate JD1's abilities for purposes of placement
11 on a team for the upcoming season.

12 48. During the summer of 2012, Valenti sexually abused JD1 on several occasions.

13 49. The abuse of JD1 included Valenti hugging and kissing JD1, fondling JD1's penis over
14 his clothing, and orally copulating JD1 over his clothing.

15 **JD2**

16 50. Plaintiff JD2 became acquainted with Valenti through Valenti's children. Valenti
17 regularly took JD2 to soccer games where JD2 stood with Valenti on the sidelines; JD2
18 also helped Valenti with AYSO soccer practices on a regular basis between around 1996
19 through 2004. JD2 was not formally registered as an AYSO soccer player.

20 51. JD2 was allowed to participate in AYSO events, in violation of AYSO's official policy
21 that all child participants must be registered with AYSO.

22 52. At least as of 2000, AYSO's official policy required that at least two certified and
23 trained adults be present at all AYSO events.

24 53. Beginning in 1996, JD2 was sexually abused on a regular and consistent basis by Valenti
25 until JD2 moved away in 2004. At Valenti's invitation, JD2 visited Valenti at his home
26 on numerous occasions and it was in Valenti's home that the sexual abuse occurred.

27 54. The abuse included Valenti fondling JD2, rubbing JD2's leg, bathing and lathering
28 lotion on JD2's groin and buttocks on multiple occasions, manually arousing JD2, orally

1 copulating JD2 and forcing JD2 to orally copulate Valenti. JD2 estimates there were
2 over 10,000 incidents of oral copulation. Valenti also attempted to anally penetrate JD2
3 on five or six occasions.

4 **JD3**

5 55. JD3 was a registered youth soccer player with AYSO from around 2005 through around
6 2010 or 2011 that is from when he was around 9 years old to around 14 or 15 years old.

7 56. Valenti paid for JD3's AYSO registration fees on at least one occasion.

8 57. Valenti frequently transported JD3 to and from various games, practices and other
9 AYSO sanctioned events. At Valenti's invitation, JD3 visited Valenti at his home on
10 numerous occasions and it was in Valenti's home that the sexual abuse occurred.

11 Valenti also purchased presents and meals for JD3. JD3 perceived Valenti as a mentor.

12 58. Beginning in 2005 and continuing through around 2010, JD3 was sexually abused by
13 Valenti on a regular and consistent basis. He estimates that he was abused over 100
14 times.

15 59. The sexual abuse of JD3 included Valenti touching JD3's penis while bathing JD3,
16 orally copulating JD3, masturbating himself while orally copulating JD3, ejaculating on
17 JD3's stomach, digitally arousing JD3, being in various stages of undress around JD3,
18 and cuddling with JD3 while sleeping in the same bed.

19 **JD4**

20 60. JD4 was a registered youth soccer player with AYSO beginning in around 2001. At
21 around this time he met Valenti through Damien Valenti, Valenti's son who was also an
22 AYSO registered player. JD4 was not on Valenti's AYSO team nor was his AYSO team
23 coached by Valenti. Despite not being JD4's AYSO coach, Valenti insinuated himself
24 into JD4's AYSO soccer life.

25 61. During the period of time from around 2001 through 2003, Valenti not only attended
26 JD4's AYSO games, but as well he regularly transported JD4 to his games and AYSO
27 team practices. Additionally during time period, Valenti also arranged (and informed
28 JD4 that he was so doing) it so he would referee JD4's games whenever schedules

1 permitted.

2 62. In around 2004 or 2005, JD4 was by persuaded by Valenti to leave AYSO and be
3 coached by Valenti on a United Nations League team.

4 63. Beginning in around 2001, and continuing to around 2004 or 2005, JD4 was sexually
5 abused by Valenti on a regular and consistent basis. At Valenti's invitation, JD4 visited
6 Valenti at his home on numerous occasions and it was in Valenti's home that the sexual
7 abuse occurred. Valenti also purchased presents and meals for JD4. On numerous
8 occasions while at Valenti's home, JD4 observed other soccer players from AYSO.

9 64. The sexual abuse of JD4 included numerous instances of Valenti kissing JD4 with an
10 open mouth and inserting his tongue into JD4's mouth, rubbing JD4's legs while JD4
11 was sitting on Valenti's lap, fondling JD4's penis, and cuddling with JD4 while sleeping
12 in the same bed. Valenti also spoke in sexualized language to JD4 asking him on one
13 occasion words to the effect of: 'What color is your cum?' Valenti also exposed JD4 to
14 child pornography.

15 **FIRST CAUSE OF ACTION**
16 **NEGLIGENCE**

17 65. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth herein.

18 66. Defendant AYSO had a duty to protect Plaintiffs when they were entrusted to its care by
19 Plaintiffs' parents. Plaintiffs' care, welfare, and/or physical custody were temporarily
20 entrusted to Defendant AYSO who voluntarily accepted the entrusted care of Plaintiffs.
21 By virtue of its representations to the public and to Plaintiff, together with the implied
22 representations that accompany its participation in the maintenance of a youth serving
23 program, Defendant AYSO undertook a duty to act with reasonable care and in
24 compliance with generally accepted standards of care in the youth serving organization
25 industry, as well as their own standard of care set by the Safe Haven program. Defendant
26 breached this duty on numerous occasions.

27 67. Defendant, by and through its agents, servants, volunteers, and employees, knew or
28 reasonably should have known of Valenti's dangerous and exploitative propensities

1 and/or that he was an unfit agent. It was foreseeable that if Defendant did not adequately
2 exercise or provide the level of care owed to individuals in youth sports organizations,
3 including but not limited to Plaintiffs, those individuals would be vulnerable to sexual
4 abuse by Valenti.

5 68. Defendants breached their duty of care to Plaintiffs by allowing Valenti to come into
6 contact with minors without supervision; by failing to adequately hire, supervise, or
7 retain Valenti who it permitted and enabled to have access to Plaintiffs; by failing to
8 investigate or otherwise confirm or deny such facts about Valenti; by failing to tell
9 and/or concealing from Plaintiffs and law enforcement officials that Valenti was
10 sexually abusing youth soccer players; by failing to tell and/or concealing from law
11 enforcement officials that Plaintiffs were or may have been sexually abused after
12 Defendant AYSO knew or had reason to know that the same had occurred, thereby
13 enabling Plaintiffs and others to continue to be endangered and sexually abused, and/or
14 creating the circumstance wherein Plaintiffs were less likely to receive medical/mental
15 health care and treatment, thus exacerbating the harm done to Plaintiffs; and/or by
16 holding out Valenti to Plaintiffs as being in good standing and trustworthy. Defendants
17 cloaked within the façade of normalcy Valenti's contact and/or actions with Plaintiffs
18 and/or with other youth soccer players in Defendant's organization who were victims of
19 Valenti, and disguised the nature and extent of the sexual battery and contact.

20 69. As a result of the above described conduct, Plaintiffs have suffered and continue to
21 suffer, great pain of mind and body, physical injury, shock, emotional distress, physical
22 manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace,
23 humiliation, and loss of enjoyment of life; were prevented and will continue to be
24 prevented from performing Plaintiffs' daily activities and obtaining the full enjoyment of
25 life; have sustained and will continue to sustain loss of earnings and earning capacity;
26 and/or have incurred and will continue to incur expenses for medical and psychological
27 treatment, therapy, and counseling.

1 **SECOND CAUSE OF ACTION**
2 **NEGLIGENT HIRING/RETENTION**

3 70. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth herein.

4 71. Defendant had a duty to not hire and/or retain Valenti, and other employees, agents,
5 volunteers, and other representatives, given Valenti's dangerous and exploitive
6 propensities.

7 72. Defendant, by and through its agents, servants and employees, knew or reasonably
8 should have known of Valenti's dangerous and exploitive propensities and/or that
9 Valenti was an unfit agent. Despite such knowledge, Defendant negligently hired and/or
10 retained Valenti in the position of trust and authority as a youth soccer coach,
11 commissioner, referee, and/or other authority figure, where he was able to commit the
12 wrongful acts against Plaintiffs. Defendant failed to use reasonable care in investigating
13 Valenti and failed to provide adequate warning to Plaintiffs and Plaintiffs' families of
14 Valenti's dangerous propensities and unfitness. Defendant further failed to take
15 reasonable measures to prevent future sexual abuse.

16 73. As a result of the above described conduct, Plaintiffs have suffered and continue to
17 suffer, great pain of mind and body, physical injury, shock, emotional distress, physical
18 manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace,
19 humiliation, and loss of enjoyment of life; were prevented and will continue to be
20 prevented from performing Plaintiffs' daily activities and obtaining the full enjoyment of
21 life; have sustained and will continue to sustain loss of earnings and earning capacity;
22 and/or have incurred and will continue to incur expenses for medical and psychological
23 treatment, therapy, and counseling.

24 **THIRD CAUSE OF ACTION**
25 **NEGLIGENT FAILURE TO WARN, TRAIN OR EDUCATE PLAINTIFFS**

26 74. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth herein.

27 75. Defendant breached its duty to take reasonable protective measures to protect Plaintiffs
28 and other minor soccer players from the risk of childhood sexual abuse by Valenti, such

1 as the failure to properly warn, train, or educate Plaintiffs and other minor soccer players
2 about how to avoid such risk, pursuant to *Juarez v. Boy Scouts of America, Inc.*, 97 Cal.
3 Rptr. 2d 12, 81 Cal. App. 4th 377 (2000).

4 76. As a result of the above described conduct, Plaintiffs have suffered and continue to
5 suffer, great pain of mind and body, physical injury, shock, emotional distress, physical
6 manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace,
7 humiliation, and loss of enjoyment of life; were prevented and will continue to be
8 prevented from performing Plaintiffs' daily activities and obtaining the full enjoyment of
9 life; have sustained and will continue to sustain loss of earnings and earning capacity;
10 and/or have incurred and will continue to incur expenses for medical and psychological
11 treatment, therapy, and counseling.

12 **FOURTH CAUSE OF ACTION**
13 **NEGLIGENCE PER SE**

14 77. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth herein.

15 78. Pursuant To California's Child Abuse and Neglect Reporting Act found in California
16 Penal Code §§ 11164-11174.3, volunteers of AYSO owed a statutory duty to report any
17 child abuse that the volunteer knows, or reasonably suspects has occurred, to law
18 enforcement.

19 79. At all material times, Defendant AYSO and its agents were required to comply with the
20 laws of the state of California, including the Child Abuse and Neglect Reporting Act.

21 80. The Child Abuse Neglect and Reporting Act was created for, amongst other reasons, the
22 protection of the health and welfare of members of the public, including Plaintiffs.

23 81. Defendant and its agents knew, or should have reasonably suspected, that Valenti was
24 committing acts of sexual abuse on minors.

25 82. Despite such knowledge, Defendant did not report the abuse of minors to law
26 enforcement as required by the Child Abuse Neglect and Reporting Act.

27 83. The mandatory duty imposed by the Child Abuse and Neglect Reporting Act is designed
28 to guard against the very type of injury suffered by Plaintiffs as a result of the matters

