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9 Attorneys for Plaintiffs,  
10 ELENA MATYAS, individually and as Successor-in-Interest to ROXIE  
11 MIRABELLE FORBES; and DOUGLAS FORBES, individually and as Successor-  
12 in-Interest to ROXIE MIRABELLE FORBES

13 **UNITED STATES DISTRICT COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA**

15 ELENA MATYAS, individually and as  
16 Successor-in-Interest to ROXIE  
17 MIRABELLE FORBES; and DOUGLAS  
18 FORBES, individually and as Successor-  
19 in-Interest to ROXIE MIRABELLE  
20 FORBES,

21 Plaintiffs,

22 v.

23 SUMMERKIDS, INC., a California  
24 Corporation, et al.,

25 Defendants.

Case No. 2:21-cv-04163 JAK (JDEx)

[Assigned to the Hon. John A.  
Kronstadt, Courtroom 10B]

**FOURTH AMENDED COMPLAINT  
FOR DAMAGES:**

1. NEGLIGENCE –  
WRONGFUL DEATH
2. NELLIGENT HIRING,  
RETENTION,  
SUPERVISION, AND  
TRAINING
3. SURVIVOR’S ACTION
4. FRAUD
5. NEGLIGENT  
UNDERTAKING

**DEMAND FOR JURY TRIAL**

Complaint filed: November 5, 2019  
Trial Date: None Set.

26 COMES NOW PLAINTIFFS ELENA MATYAS, individually and as  
27 Successor-in-Interest to ROXIE MIRABELLE FORBES; and DOUGLAS FORBES,  
28 individually and as Successor-in-Interest to ROXIE MIRABELLE FORBES  
("PLAINTIFFS"), to complain and allege against Defendants SUMMERKIDS,  
INC., a California Corporation ("SUMMERKIDS"); MARIA DIMASSA, an

1 individual; JOSEPH DIMASSA, an individual, CARA DIMASSA, an individual;  
2 GIANCARLO DIMASSA, M.D., an individual; GIANCARLO DIMASSA, M.D.,  
3 P.C., a professional medical corporation; (MARIA DIMASSA, JOSEPH  
4 DIMASSA, CARA DIMASSA and GIANCARLO DIMASSA are collectively  
5 referred to herein as “THE DIMASSAS”); DOSSET DIMASSA M.D., INC., JOSEPH  
6 DIMASSA AND MARIA DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY  
7 TRUST, ANGELUS MOUNTAIN CENTER, entity type unknown; THE ENOTECA,  
8 LLC, a California Limited Liability Company (AKA ENOTECA DIMASSA, LLC, a  
9 California Limited Liability Company); SEMPRE AVANTI, a California Limited  
10 Liability Company; THE DIMASSA FAMILY FOUNDATION, a 501(c)(3)  
11 corporation (SUMMERKIDS, INC., ANGELUS MOUNTAIN CENTER, THE  
12 ENOTECA, LLC, SEMPRE AVANTI, LLC, DOSSET DIMASSA M.D., INC.,  
13 JOSEPH DIMASSA AND MARIA DIMASSA AS TRUSTEES OF THE DIMASSA  
14 FAMILY TRUST, and THE DIMASSA FAMILY FOUNDATION are collectively  
15 referred to herein as the “DIMASSA ENTITIES”); JAIMI HARRISON, an individual;  
16 JOSEPH NATALIZIO, an individual; DANIEL H. RAINEY, an individual; FAITH  
17 PORTER, an individual; NATALIE DEL CASTILLO. an individual; ANDREW  
18 LARA CERVANTES, an individual; TREVOR BOREHAM, an individual,  
19 hereinafter BOREHAM; LIFE SAVING CERTIFIED, business form  
20 unknown(hereinafter LSC); THE AMERICAN NATIONAL RED CROSS also  
21 known as the AMERICAN RED CROSS, a non-profit, tax -exempt, charitable  
22 corporation (hereinafter referred to as “ARC”), and DOES 1 through 50, inclusive, and  
23 each of them, (“DEFENDANTS”) as follows:

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**INTRODUCTION**

1  
2 1. On or about June 28, 2019 six-year old  
3 ROXIE MIRABELLE FORBES (“ROXIE”)  
4 tragically perished, not as a result some  
5 unforeseen or unstoppable cause, but as a direct  
6 result of the grossly negligent, willful and  
7 fraudulent misconduct of DEFENDANTS and  
8 DOES 1-50.



9 2. On or about June 28, 2019, while attending Summerkids Camp under the  
10 direct care and supervision of DEFENDANTS, ROXIE drowned in a swimming pool  
11 at ANGELUS MOUNTAIN CENTER, the 57-acre home of Summerkids Camp  
12 located at 3697 N. Fair Oaks Ave., Altadena, CA 91001, which was at all operative  
13 times, controlled, owned, supervised and managed by the DEFENDANTS.  
14 Consequently, PLAINTIFFS ELENA MATYAS (“MATYAS”) and DOUGLAS  
15 FORBES (“FORBES”) bring this complaint for (1) Wrongful Death, (2) Negligent  
16 Hiring, Retention, Supervision and Training, (3) Survivor’s Action, and (4) Fraud  
17 against DEFENDANTS and DOES 1-50 arising out of the tragic events that form the  
18 basis of this lawsuit.

19 3. In February 2019, PLAINTIFFS MATYAS and FORBES applied for ROXIE  
20 to attend the Summerkids Camp. On March 1, 2019, Plaintiff MATYAS received an  
21 email from SUMMERKIDS, INC. advising her that ROXIE was accepted to attend the  
22 Summerkids Camp. ROXIE’s parents signed up their six-year-old daughter to attend  
23 camp for eight (8) weeks in the summer of 2019.

24 4. THE DIMASSAS and the DIMASSA ENTITIES advertised that Summerkids  
25 Camp was a safe place to send young children with allegedly American Red Cross  
26 trained lifeguards and competent camp personnel. Specifically, THE DIMASSAS and  
27 the DIMASSA ENTITIES represented that non-swimmers would be carefully and  
28 specifically monitored, and that the allegedly American Red Cross trained lifeguards

1 and counselors would assist the children by introducing swim techniques with a goal  
2 of making the children “water safe.” As such, PLAINTIFFS were assured that the  
3 allegedly American Red Cross trained lifeguards and counselors with American Red  
4 Cross water safety training were always present while children participated in  
5 swimming activities, and that counselors and lifeguards worked with children who  
6 were not water safe to make them water safe.

7 5. Additionally, THE DIMASSAS and the DIMASSA ENTITIES represented  
8 that Defendants GIANCARLO DIMASSA, M.D., dba GIANCARLO DIMASSA,  
9 M.D., P.C., and dba DOSSET DIMASSA M.D., INC. an emergency medicine  
10 physician, was a staff member of Summerkids Camp.

11 6. PLAINTIFFS employed and trusted the specialized services of  
12 DEFENDANTS, and each of them, including DOES 1-50 to supervise and care for  
13 their six-year-old daughter ROXIE, who was attending summer camp for the first time.  
14 On the first day of Summerkids Camp, Defendants’ and their staff assessed ROXIE’S  
15 ability to swim, concluded that she was a “nonswimmer,” and restricted her to the steps  
16 in the shallow end of the swimming pool. Defendants communicated these restrictions  
17 to PLAINTIFFS, and PLAINTIFFS relied on those restrictions in permitting ROXIE  
18 to attend Summerkids Camp and participate in the water activities. DEFENDANTS,  
19 and each of them, including DOES 1-50, were aware that ROXIE was a “nonswimmer”  
20 and not “water safe.” Defendants were also informed and aware that ROXIE was  
21 diagnosed with gross motor delay. JAIMI HARRISON, the Assistant Director of  
22 Summerkids Camp, represented to PLAINTIFFS that she would personally speak with  
23 the lifeguards and counselors to ensure they were aware of ROXIE’S medical condition  
24 and status as a “non-swimmer.” On or about June 26, 2019, CARA DIMASSA  
25 personally acknowledged to ROXIE’S mom, MATYAS, that ROXIE needed special  
26 attention, and assured her that Defendants were qualified and able to provide this  
27 special attention.

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1           7. On June 28, 2019 PLAINTIFFS dropped ROXIE off at Summerkids Camp,  
2 which is a local day camp and not a sleepover camp. Her first activity of the morning  
3 was swimming.

4           According to witness accounts ROXIE entered the pool between 9:20 and 9:25  
5 a.m. ROXIE was placed on the swimming pool steps by her “buddy counselor”  
6 DANIEL H. RAINEY also known as “Hank” (“RAINEY”) who was an allegedly ARC  
7 trained lifeguard with additional water safety training, CPR, and AED.

8           8. DEFENDANTS, and each of them, including DOES 1-50, knew it was unsafe  
9 for ROXIE to have full access to the pool, but the Summerkids Camp staff including  
10 counselors and lifeguards did nothing to actually restrict ROXIE to the steps or shallow  
11 end. Rather than safeguard ROXIE, RAINEY, and JOSEPH NATALIZIO  
12 (“NATALIZIO”), who was an allegedly ARC trained lifeguard with additional water  
13 safety training, CPR, and AED, were distracted and preoccupied with other campers at  
14 the time of the tragic drowning.

15           9. At approximately 9:35 a.m., about ten (10) to fifteen (15) minutes after  
16 ROXIE entered the swimming pool, Robert Antonucci, a counselor who was working  
17 with other campers about thirty (30) to forty-five (45) feet outside the gate of the  
18 swimming pool was the first person to finally notice ROXIE floating face down in the  
19 pool. When Robert Antonucci saw ROXIE, she was floating approximately twenty  
20 (20) feet away from the steps in four (4) to four-and-a-half (4.5) feet of water.

21           10. On June 28, 2019, one or more of THE DIMASSAS, and employees, agents,  
22 and other personnel of the DIMASSA ENTITIES were present at the scene of  
23 ROXIE’S tragic death. However, GIANCARLO DIMASSA, M.D. and dba DOSSET  
24 DIMASSA M.D., INC. was not present at the Summerkids Camp this day and did not  
25 provide any care whatsoever to ROXIE, instead Defendant GIANCARLO DIMASSA,  
26 M.D. dba DOSSET DIMASSA M.D., INC. was actually in Hawaii at the time of  
27 ROXIE’S drowning and no doctor or other medical personnel was scheduled by the  
28 Defendants at Summerkids camp to take his place.

1 11. The Summerkids Campers, including ROXIE, were under the immediate and  
2 direct care and supervision of DEFENDANTS, and each of them, including DOES 1-  
3 50 who lacked the requisite experience to safely supervise the pool area and to render  
4 aid to young swimmers and particularly non swimmers in emergency situations.

5 12. The allegedly ARC trained lifeguards and/or counselors, who were  
6 employees of Defendant SUMMERKIDS, INC., present in and around the swimming  
7 pool were completely oblivious to ROXIE’s safety. DEFENDANTS and each of them,  
8 and DOES 1 – 50, demonstrated a conscious disregard for ROXIE, constituting a lack  
9 of any care and/or an extreme departure from what a reasonably careful person would  
10 do in the same situation to prevent harm to ROXIE and/or other campers, constituting  
11 gross negligence. Due to the inattentiveness, negligence, and gross negligence of  
12 DEFENDANTS, and each of them, including DOES 1-50 and in the absence of  
13 competent, trained, and attentive staff (i.e. counselors and lifeguards), ROXIE died  
14 from a preventable drowning. This tragedy occurred as a direct and proximate result of  
15 SUMMERKIDS, INC.’S, THE DIMASSAS’ and DIMASSA ENTITIES’ negligent  
16 hiring of inadequately trained and incompetent personnel, and failure to adequately  
17 provide a safe environment for campers.

18 13. PLAINTIFFS are informed and believe and allege, that the deficiencies of  
19 Defendants, and DOES 1-50 and each of them, included, but were not limited to:

- 20 • Improper hiring and training of lifeguards, resulting in incompetent lifeguard  
21 personnel being “on duty” when young children were in the pool;
- 22 • Inadequate number of personnel staffing Summerkids Camp;
- 23 • Inadequate emergency action plan, or absence of such protocols;
- 24 • Lack of training of counselors and lifeguards regarding the assignment of  
25 specific children to specific counselors, including non-swimmers such as ROXIE,  
26 which would have required the counselors to observe, monitor and protect the children  
27 in their care;

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1 • Failure to adequately observe, monitor, supervise, and/or protect children  
2 campers during “recreational swim time,” resulting in increased and potentially  
3 life-threatening danger to the children;

4 • Administering insufficient swim tests to ascertain swimming skill levels of  
5 campers; failure to monitor the campers and ensure they swam only in the section of  
6 the pool for which their ability allowed, resulting in increased and potentially life-  
7 threatening danger to the children; and

8 • Improper pool activities; inadequate water safety and CPR training, procedures  
9 and equipment;

10 • Providing childcare without a license and without meeting the criteria to be  
11 license exempt in violation of California Health and Safety Code Sections 1596.80 and  
12 1596.805.

13 14. Accordingly, despite DEFENDANTS and each of them, including DOES 1-  
14 50, having a responsibility for ROXIE’s safety and/or being on actual duty to watch  
15 over ROXIE, and the campers as required, ROXIE was found floating face down in  
16 the pool for an extended period of time with absolutely no intervention by Defendants  
17 and each of them.

18 15. PLAINTIFFS are informed and believe, and on that basis allege, that after  
19 learning 911 had been called, Defendant CARA DIMASSA never left her office to  
20 assist counselors and staff in the aftermath of ROXIE’S drowning. PLAINTIFFS are  
21 further informed and believe, and on that basis allege, that Defendant GIANCARLO  
22 DIMASSA, M.D. dba DOSSET DIMASSA M.D., INC. was either not present at the  
23 camp at the time of ROXIE’S death, or chose not to perform CPR.

24 16. When paramedics arrived on the scene, they found ROXIE lifeless, without  
25 a pulse, in full cardiac arrest. After approximately forty (40) minutes of extensive  
26 treatment, emergency room doctors resuscitated her, and ROXIE was put on life  
27 support, she remained in the hospital on life support until June 29, 2019 when she was  
28 removed from life support and died as a result of a preventable drowning.

1 17. Seemingly unfazed by the circumstances surrounding the death of ROXIE,  
2 the Summerkids Camp remained open throughout the day of her drowning and did not  
3 modify its operations except to close the pool area at the direction of the County of Los  
4 Angeles until nine (9) violations were resolved. THE DIMASSAS went to Huntington  
5 Hospital. CARA DIMASSA entered the trauma room without permission and told  
6 PLAINTIFFS that ROXIE was at fault for her own drowning. This willful,  
7 inappropriate conduct caused great emotional harm to PLAINTIFFS.

8 18. At all times herein Defendants and each of them and DOES 1 -50,  
9 represented to the Plaintiffs that the lifeguards at SUMMERKIDS, INC. were fully  
10 trained in water safety and were certified ARC lifeguards. Defendants and each of them  
11 intentionally misrepresented to Plaintiffs that each and every lifeguard at  
12 SUMMERKIDS, INC. had fully completed all of the training that ARC had required  
13 in its written manual materials. In fact, Defendants, including ARC and CERVANTES,  
14 were not requiring in actual practice that ARC authorized instructors, including but not  
15 limited to CERVANTES, to follow ARC written protocols, such that none of the  
16 alleged ARC lifeguards at Summerkids Camp had received even one third of the  
17 required training in water safety and lifeguarding as indicated by ARC's written  
18 materials and fraudulently verified by ARC's certification of said Defendant  
19 lifeguards, as well as the fraudulent certification by Cervantes and ARC of Defendant  
20 JOE DIMASSA as a certified an ARC Water Safety Instructor. Defendants and each  
21 of them misrepresented to the public, including the Plaintiffs, that said lifeguards at  
22 Summerkids, Inc. had received the full ARC water safety and lifeguard training. In  
23 truth, said Defendants concealed from the public, including the Plaintiffs, that the  
24 lifeguards at SUMMERKIDS, INC. camp had not received the complete ARC water  
25 safety and lifeguard training, but had only received a third of such training, creating an  
26 extremely dangerous condition for all swimmers, and especially non swimmers such  
27 as ROXIE, at SUMMERKIDS, INC. camp. As a result of these fraudulent  
28 misrepresentations and concealment of the fact that the Summerkids, Inc. lifeguards



1 had not received the full ARC training, as ARC written materials required and said  
2 lifeguards ARC certifications falsely indicated, the Plaintiffs enrolled ROXIE at  
3 Summerkids, Inc. and entrusted ROXIE into SUMMERKIDS, INC.'S care,  
4 particularly in and around the swimming pool, and as a result Roxie drowned.

5 19. The DEFENDANTS', and each of them, including DOES 1-50, conduct as  
6 alleged herein establishes that the DEFENDANTS' actions constituted oppression,  
7 fraud, and/or malice as defined in Civil Code Section 3294. DEFENDANTS, and each  
8 of them, including DOES 1-50, took on the obligation of operating a child day care  
9 summer camp, which included swimming activities for young children. In its  
10 knowingly unsafe operation of the child day care summer camp, including the  
11 fraudulent ARC certification of DEFENDANTS' employees regarding water safety,  
12 lifeguarding, CPR, AED, and First Aid in a blatant attempt to mislead the public that  
13 this was a very safe place for parents, such as the Plaintiffs, to enroll their child,  
14 including non-swimmers like ROXIE in DEFENDANTS' day camp. The  
15 DEFENDANTS exhibited a willful and conscious disregard for the safety of the  
16 children and their parents, constituting gross negligence. PLAINTIFFS are therefore  
17 entitled to recover, in addition to actual damages, exemplary and punitive damages to  
18 make an example of and to punish DEFENDANTS, and each of them, including DOES  
19 1-50, in an amount according to proof.

20 **THE PARTIES**

21 20. Plaintiff, ELENA MATYAS ("MATYAS") is and was at all times pertinent,  
22 an individual domiciled in the State of California, County of Los Angeles and was  
23 within the jurisdiction of the County of Los Angeles. Plaintiff MATYAS is the  
24 surviving mother of ROXIE, who died as a result of a preventable drowning at  
25 Summerkids Camp.

26 21. Plaintiff, DOUGLAS FORBES ("FORBES") is and was at all times  
27 pertinent, an individual domiciled in the State of California, County of Los Angeles  
28 and was within the jurisdiction of the County of Los Angeles. Plaintiff FORBES is the

1 surviving father of ROXIE, who died as a result of a preventable drowning at  
2 Summerkids Camp.

3 22. PLAINTIFFS are authorized to bring this Complaint as a survival action, as  
4 the successors in interest of ROXIE, pursuant to Code of Civil Procedure Section  
5 377.30, and as a wrongful death action, pursuant to Code of Civil Procedure Section  
6 377.60.

7 23. PLAINTIFFS are informed and believe, and on that basis allege Defendant  
8 SUMMERKIDS, INC. is and was at all times pertinent, a California Corporation within  
9 the jurisdiction of County of Los Angeles. Defendant SUMMERKIDS, INC.'s  
10 principal place of business is located at 1640 Knollwood Dr., Pasadena, CA 91103,  
11 operating a 57-acre camp facility located at 3697 N. Fair Oaks Ave, Altadena, CA  
12 91001 also known as "Summerkids Camp." Both locations are in the State of  
13 California, County of Los Angeles.

14 24. PLAINTIFFS are informed and believe, and on that basis allege Defendant  
15 ANGELUS MOUNTAIN CENTER is and was at all times pertinent, an entity type  
16 unknown operating as a 57-acre camp and swimming pool facility located at 3697 N.  
17 Fair Oaks Ave, Altadena, CA 91001. PLAINTIFFS are informed and believe, and on  
18 that basis allege, that ANGELUS MOUNTAIN CENTER was at all times relevant  
19 herein, owned and operated by Defendant JOSEPH DIMASSA.

20 25. PLAINTIFFS are informed and believe, and on that basis allege Defendant  
21 THE ENOTECA, LLC is and was at all times pertinent a California Limited Liability  
22 Company with a principal place of business located at 1640 Knollwood Dr., Pasadena,  
23 CA 91103. PLAINTIFFS are informed and believe that THE ENOTECA, LLC, is, and  
24 at all times relevant herein was, also known as ENOTECA DIMASSA, LLC<sup>1</sup>, which  
25

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26 <sup>1</sup> PLAINTIFFS are informed and believe, and on that basis allege, that ENOTECA DIMASSA, LLC's  
27 Articles of Organization were amended in 2002 to rename it THE ENOTECA, LLC. The real  
28 property records for their properties continue to be in the name of ENOTECA DIMASSA, LLC,  
which is no longer a registered entity per the California Secretary of State website. Plaintiff will  
use the current registered name of the entity THE ENOTECA, LLC, in this Complaint.

1 is the entity in which THE DIMASSAS hold title to the 57 acre camp facility located  
2 at 3697 N. Fair Oaks Ave, Altadena, CA 91001. PLAINTIFFS are informed and  
3 believe, and on that basis allege, that this is the same piece of real property where THE  
4 DIMASSAS operate the ANGELUS MOUNTAIN CENTER and Summerkids Camp.  
5 PLAINTIFFS are informed and believe, and on that basis allege, that THE DIMASSAS  
6 use the names THE ENOTECA, LLC and ENOTECA DIMASSA, LLC  
7 interchangeably and that they are one and the same entity.

8 26. PLAINTIFFS are informed and believe, and on that basis allege Defendant  
9 SEMPRE AVANTI, LLC, is and was at all times pertinent a California Limited  
10 Liability Company with a principal place of business located at 1640 Knollwood Dr.,  
11 Pasadena, CA 91103. PLAINTIFFS are informed and believe SEMPRE AVANTI,  
12 LLC is the entity in which THE DIMASSAS held title to their homes located at 1630  
13 and 1640 Knollwood Drive in Pasadena, which is the same location out of which THE  
14 DIMASSAS operated Summerkids Camp and THE ENOTECA, LLC.

15 27. PLAINTIFFS are informed and believe, and on that basis allege, Defendant  
16 THE DIMASSA FAMILY FOUNDATION, is a non-profit private foundation  
17 organized under Internal Revenue Code Section 501(c)(3). Per the 2018 990 tax return  
18 filed for THE DIMASSA FAMILY FOUNDATION, the only contributors to the  
19 foundation are Defendants JOSEPH AND MARIA DIMASSA. The principal place of  
20 business for THE DIMASSA FAMILY FOUNDATION is now 840 E. Green Street,  
21 #215, Pasadena, CA 91101. For calendar years 2014-17, PLAINTIFFS are informed  
22 and believe, and on that basis allege, that the principal place of business of the  
23 Foundation was 1640 Knollwood Drive, in Pasadena, the same location out of which  
24 THE DIMASSAS operated SUMMERKIDS INC., THE ENOTECA LLC, and  
25 SEMPRE AVANTI, LLC. PLAINTIFFS are further informed and believe, and on that  
26 basis allege, that THE DIMASSA FAMILY FOUNDATION was originally funded by  
27 Allegra Center Inc., another California Corporation with a principal place of business  
28 now located at 840 E. Green Street, #215, Pasadena, CA 91101; that was previously at

1 1640 Knollwood Drive, in Pasadena.

2 28. PLAINTIFFS are informed and believe, and on that basis allege Defendants  
3 THE DIMASSAS and Does 1-50 are now and were at all times mentioned herein adult  
4 residents of the State of California, County of Los Angeles. PLAINTIFFS are informed  
5 and believe that (1) MARIA DIMASSA, JOSEPH DIMASSA, CARA DIMASSA and  
6 GIANCARLO DIMASSA, M.D. and Does 1-50 are alter egos of SUMMERKIDS,  
7 INC., ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC, SEMPRE  
8 AVANTI, LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA AND MARIA  
9 DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST and THE  
10 DIMASSA FAMILY FOUNDATION and Does 1-50, (2) that they are co-owners of  
11 SUMMERKIDS, INC., ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC,  
12 SEMPRE AVANTI, LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA  
13 AND MARIA DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST  
14 and THE DIMASSA FAMILY FOUNDATION, and Does1-50, and (3) that they serve  
15 as officers, directors, managers and principals of SUMMERKIDS, INC., ANGELUS  
16 MOUNTAIN CENTER, THE ENOTECA, LLC, SEMPRE AVANTI, LLC, DOSSET  
17 DIMASSA M.D., INC., JOSEPH DIMASSA AND MARIA DIMASSA AS  
18 TRUSTEES OF THE DIMASSA FAMILY TRUST and THE DIMASSA FAMILY  
19 FOUNDATION and Does1-50.

20 29. At all times herein defendants JOSEPH DIMASSA and MARIA DIMASSA  
21 were both owners of defendant SUMMERKIDS, INC. and were the TRUSTEES OF  
22 THE DIMASSA FAMILY TRUST. At all times herein, the property used by  
23 SUMMERKIDS for their Camp where Roxie was killed was owned and controlled in  
24 part or in whole by JOSEPH DIMASSA AND MARIA DIMASSA as trustees of THE  
25 DIMASSA FAMILY TRUST. At the very same time defendants JOSEPH DIMASSA  
26 and MARIA DIMASSA were the trustees who controlled the Property, both JOSEPH  
27 DIMASSA and MARIA DIMASSA were owners and in charge of the defendant  
28 SUMMERKIDS Camp and were directly responsible for grossly negligent drowning

1 of Roxie due to the intentionally inadequate safety training of the camp counselors  
2 which defendants MARIA DIMASSA and JOSEPH DIMASSA ordered from  
3 defendants CERVANTES and BOREHAM. At all times there was virtually no  
4 distinction between JOSEPH DIMASSA and MARIA DIMASSA as owners of  
5 defendant SUMMERKIDS, INC. and as the TRUSTEES OF THE DIMASSA  
6 FAMILY TRUST who owned and controlled the Camp and the property where the  
7 Camp was located, including the swimming pool where Roxie drowned. Defendants  
8 husband-and-wife JOSEPH DIMASSA AND MARIA DIMASSA, along with their  
9 two children, defendants CARA DIMASSA and GIANCARLO DIMASSA, M.D,  
10 have engaged in substantial commingling of corporate and personal affairs, including  
11 the co-mingling of funds and other assets of the DIMASSA FAMILY TRUST with  
12 those of the SUMMERKIDS, INC. Camp. The reason for this co-mingling of funds  
13 and assets and in particular the use of the DIMASSA FAMILY TRUST is for the  
14 DIMASSAS to unjustly hide and protect those DIMASSA FAMILY TRUST assets  
15 utilized by the Camp from being reached by injured children and their parents to pay  
16 for the injuries and medical expenses suffered by those children which were caused by  
17 Defendant SUMMERKIDS' negligence. At all times, Defendant SUMMERKIDS, Inc.  
18 was undercapitalized and underinsured for the types of risks that a camp with a  
19 swimming pool such as theirs reasonably and regularly would encounter, including  
20 serious injury, permanent brain injury and death from drowning. As a consequence of  
21 this undercapitalization for the significant potential risks to young children in  
22 SUMMERKIDS' care, defendants the DIMASSAS co-mingle their assets in  
23 particularly utilizing the DIMASSA FAMILY TRUST which were controlled by  
24 defendants JOSEPH DIMASSA and MARIA DIMASSA as trustees to wrongfully and  
25 unjustly hide, shuffle and shield Defendant DIMASSAS' assets from a judgment for  
26 their negligence. The exact same owners of the Trust and the Camp, namely the  
27 DIMASSAS, were involved in this scheme between Defendant SUMMERKIDS, INC.  
28 and the DIMASSA FAMILY TRUST, wrongfully moving assets from one entity to

1 the other in order to avoid liability, thereby allowing the Trust to be a conduit for  
2 improperly shielding the Defendants' property from any judgment due to Defendants'  
3 negligence at the Camp and any serious injury to a camper such as Roxie.

4 30. PLAINTIFFS are informed and believe, and on that basis allege, Defendant  
5 DANIEL H. RAINEY also known as "Hank" ("RAINEY"), is and was at all pertinent  
6 times, an individual adult residing in the County of Los Angeles, State of California.  
7 PLAINTIFFS are informed and believe, and on that basis allege, RAINEY was at all  
8 times herein mentioned employed by either SUMMERKIDS, INC., THE DIMASSAS  
9 or one of the other DIMASSA ENTITIES as a lifeguard and camp counselor for the  
10 Summerkids Camp. PLAINTIFFS are informed and believe, and on that basis allege,  
11 RAINEY was on duty at the time of the tragic incident described herein, and he was  
12 ROXIE'S "buddy counselor" assigned to watch over ROXIE at the time of her death.  
13 PLAINTIFFS are informed and believe, and on that basis allege, RAINEY is and was  
14 at all pertinent times represented to be a certified lifeguard, water safety instructor and  
15 certified to perform Cardiopulmonary resuscitation ("CPR") and Automated External  
16 Defibrillator ("AED").

17 31. PLAINTIFFS are informed and believe, and on that basis allege, Defendant  
18 ANDREW LARA CERVANTES ("CERVANTES") is and was at all time pertinent,  
19 an individual adult residing in the City and County of Los Angeles, State of California.  
20 PLAINTIFFS are informed and believe, and on that basis allege, that CERVANTES  
21 was at all times mentioned contracted with Defendant ARC as an ARC water safety  
22 and lifesaving instructor. PLAINTIFFS are informed and believe, and on that basis  
23 allege, that CERVANTES was at all times herein mentioned contracted and/or  
24 employed by SUMMERKIDS, INC., THE DIMASSAS or one of the other DIMASSA  
25 ENTITIES and was responsible for testing and certifying lifeguards at the Summerkids  
26 Camp to receive ARC certification to be used in Summerkids Camp's advertising  
27 regarding safety. Under ARC's authorization and consent, CERVANTES wrongfully  
28 certified Summerkids Camp employees, including JOSEPH NATALIZIO, RAINEY,

1 NATALIE DEL CASTILLO, JOSEPH DIMASSA and FAITH PORTER whereby  
2 each said lifeguard took no written examination and received less than half the water  
3 safety and lifeguard training prescribed in ARC’s writings and manuals. CERVANTES  
4 also wrongfully certified HANK RAINEY as an ARC water safety instructor, without  
5 RAINEY taking a written examination and receiving far less hours of training as  
6 required by ARC written materials and manuals. PLAINTIFFS are informed and  
7 believe, and on that basis allege, CERVANTES is and was at all pertinent times  
8 represented to be an ARC certified lifeguard, water safety instructor and certified to  
9 train individuals in CPR and AED and at all times was acting with the permission of  
10 ARC and in the course and scope of his agency with ARC.

11 32. PLAINTIFFS are informed and believe, and on that basis allege, Defendant  
12 TREVOR BOREHAM (hereinafter “BOREHAM”) is and was at all time pertinent, an  
13 individual adult and owner of Defendant Life Saving Certified (hereinafter “LSC”),  
14 business form unknown and doing business in the County of Los Angeles  
15 PLAINTIFFS are informed and believe, and on that basis allege, that Defendant  
16 BOREHAM and Defendant LSC were at all times herein mentioned contracted and/or  
17 employed by SUMMERKIDS, INC., THE DIMASSAS or one of the other DIMASSA  
18 ENTITIES and were responsible for training, testing and certifying SUMMERKIDS,  
19 INC. employees in the American Heart Association (AHA) Heartsaver Pediatric First  
20 Aid CPR AED (automated external defibrillator) Course to SUMMERKIDS camp  
21 counselors who were not lifeguards including defendants JAIMI HARRISON and  
22 CARA DIMASSA, Summerkids Camp administrators, in order to protect the children  
23 at Summerkids Camp.

24 33. PLAINTIFFS are informed and believe, and on that basis allege, Defendant  
25 JOSEPH NATALIZIO is and was at all times pertinent, an individual adult residing in  
26 the County of Los Angeles, State of California. PLAINTIFFS are informed and  
27 believe, and on that basis allege NATALIZIO was at all times herein mentioned  
28 employed by SUMMERKIDS, INC., THE DIMASSAS or one of the other DIMASSA

1 ENTITIES and was represented to be a senior counselor and certified lifeguard  
2 assigned to the lifeguard chair at the Summerkids Camp when Roxie died due to a  
3 preventable drowning.

4 34. PLAINTIFFS are informed and believe, and on that basis allege, Defendant  
5 JAIMI HARRISON (“HARRISON”) is and was at all pertinent times, an individual  
6 adult residing in County of Los Angeles, State of California. PLAINTIFFS are  
7 informed and believe, and on that basis allege, HARRISON was at all times herein  
8 mentioned employed by SUMMERKIDS, INC., THE DIMASSAS or one of the other  
9 DIMASSA ENTITIES as the Assistant Director of the Summerkids Camp.

10 35. PLAINTIFFS are informed and believe, and on that basis allege, Defendant  
11 FAITH PORTER (“PORTER”), is and was at all pertinent times, an individual residing  
12 in County of Los Angeles, State of California. PLAINTIFFS are informed and believe,  
13 and on that basis allege, PORTER was at all times herein mentioned employed by  
14 SUMMERKIDS, INC., THE DIMASSAS or one of the other DIMASSA ENTITIES  
15 as a counselor and lifeguard to oversee the shallow end of the pool at the Summerkids  
16 Camp.

17 36. PLAINTIFFS are informed and believe, and on that basis allege, Defendant  
18 NATALIE DEL CASTILLO (“CASTILLO”), is and was at all pertinent times, an  
19 individual residing in County of Los Angeles, State of California. PLAINTIFFS are  
20 informed and believe, and on that basis allege, CASTILLO was at all times herein  
21 mentioned employed by SUMMERKIDS, INC., THE DIMASSAS or one of the other  
22 DIMASSA ENTITIES as a counselor and lifeguard to oversee the shallow end of the  
23 pool at the Summerkids Camp.

24 37. PLAINTIFFS are informed and believe, and on that basis allege, Defendant  
25 THE AMERICAN NATIONAL RED CROSS also known as The American Red Cross  
26 (“ARC”), is and was at all pertinent times, a non-profit, tax -exempt, charitable  
27 corporation, doing business in the County of Los Angeles, State of California with its  
28 headquarters located at 1450 S. Central Ave., Los Angeles, CA 90021.



1 38. The true names of, capacities, whether individual, corporate, associate,  
2 governmental or otherwise, of DEFENDANTS, and each of them, including DOES 1-  
3 50 are unknown to PLAINTIFFS at this time, who therefore sue such Defendants by  
4 such fictitious names. When the true names and capacities of such Doe Defendants are  
5 ascertained, PLAINTIFFS will amend this Complaint accordingly.

6 39. PLAINTIFFS are informed and believe, and on that basis allege that each of  
7 the Defendants designated herein as a Doe was negligent and guilty of the same  
8 conduct as the other Defendants, and is responsible in some manner for the events and  
9 happenings herein referred to, and that their negligence proximately caused the injuries  
10 and damages sustained by PLAINTIFFS as herein alleged, either through such  
11 Defendants' own negligent conduct or through the conduct of their agents, servants,  
12 partners, joint venturers, representatives, servants, employees, managing agents,  
13 managing supervisors, and/or co-conspirators, or due to their ownership, control,  
14 rental, use, and/or lease of the property or instrumentality by which PLAINTIFFS'  
15 wrongful death injuries were caused, or in some other manner by Defendants actions.

16 40. PLAINTIFFS are informed and believe, and on that basis allege that at all  
17 times herein mentioned, each of the Defendants named herein, including each Doe  
18 Defendant, was the agent, servant, partner, joint venturer, representative, servant,  
19 employee, managing agent, managing supervisor, and/or co-conspirator of the  
20 remaining Defendants, and was at all such times acting within the purpose and scope  
21 of said such agency, service, partnership and/or employment, unless otherwise stated.

22 41. All allegations made in this Complaint are based upon information and  
23 belief, except those allegations which pertain to the named PLAINTIFFS, which are  
24 based on personal knowledge. The allegations of this complaint stated on information  
25 and belief are likely to have evidentiary support after a reasonable opportunity for  
26 further investigation or discovery.

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1 **JURISDICTION AND VENUE**

2 42. Venue is proper and this court has jurisdiction in this matter pursuant to  
3 California Code of Civil Procedure § 410.10 and § 395(a) because the incident, death,  
4 injury, and/or harm giving rise to this action occurred the County of Los Angeles, State  
5 of California.

6 43. At all times mentioned in this Complaint, the DIMASSA FAMILY  
7 Defendants owned and operated a camp with their principal place of business at 1640  
8 Knollwood Drive, Pasadena, CA 91103, and the camp facility located at 3697 N. Fair  
9 Oaks Ave, Altadena, CA 91001.

10 **GENERAL ALLEGATIONS**

11 44. The Summerkids Campers, including ROXIE, were under the immediate and  
12 direct supervision of an inadequate number of representatives, agents, and employees  
13 of DEFENDANTS, and each of them, including DOES 1-50 who lacked the requisite  
14 experience and training to supervise the pool area and to render aid to young campers  
15 in emergency situations.

16 45. PLAINTIFFS are the parents of ROXIE and hereby bring this claim against  
17 DEFENDANTS, and each of them, including DOES 1-50 for the wrongful death of  
18 their daughter, ROXIE MIRABELLE FORBES, they have standing to bring a  
19 wrongful death action pursuant to California Code of Civil Procedure, Section 377.60.  
20 PLAINTIFFS are individuals who are, and at all relevant times mentioned herein, were  
21 adult residents of Los Angeles County, California.

22 46. ROXIE was a minor (DOB 12/4/12) who was under the care of  
23 DEFENDANTS, and each of them, including DOES 1-50 at Summerkids Camp, which  
24 is jointly owned by THE DIMASSAS and the DIMASSA ENTITIES with their  
25 principal place of business at 1640 Knollwood Drive, Pasadena, CA 91103, and the  
26 camp facility located at 3697 N. Fair Oaks Ave, Altadena, CA 91001. ROXIE died as  
27 a result of the incident described herein.

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1 47. PLAINTIFFS are informed and believe, and thereupon allege, that THE  
2 DIMASSAS and the DIMASSA ENTITIES are liable for any breach of duty by their  
3 employees, agents, servants and/or joint venturers under the legal theory of respondeat  
4 superior.

5 48. PLAINTIFFS are further informed and believe, and thereon allege, that  
6 DEFENDANTS' careless, negligent, grossly negligent, reckless and unlawful conduct  
7 in regard to the events surrounding the subject incident was the direct, legal and  
8 proximate cause of the fatal injuries sustained by ROXIE.

9 49. PLAINTIFFS are further informed and believe, and thereupon allege, that at  
10 all times mentioned herein, DEFENDANTS, and each of them, including DOES 1-50  
11 and their employees, agents, servants and/or joint venturers had a special relationship  
12 existing with ROXIE, as a paid invitee, to take reasonable protective measures,  
13 especially with young campers, to ensure her safety and otherwise protect her from  
14 reasonably foreseeable dangerous conduct and to warn her as to such reasonably  
15 foreseeable dangerous conduct during camp activities, especially in and around the  
16 pool area.

17 50. PLAINTIFFS are further informed and believe, and thereon allege, that the  
18 later misconduct of DEFENDANTS, and each of them, including DOES 1-50  
19 including any employees, agents, servants and/or joint venturers, after ROXIE was  
20 taken out of the pool, caused further harm to her.

21 51. PLAINTIFFS are informed and believe, and on that basis allege,  
22 SUMMERKIDS, INC., THE DIMASSAS and DIMASSA ENTITIES are liable for  
23 any breach of duty by their employees, agents, servants and/or joint venturers under  
24 the legal theory of respondeat superior. PLAINTIFFS are further informed and believe,  
25 and thereon allege, that DEFENDANTS, and each of them, including DOES 1-50 were  
26 careless, negligent, grossly negligent, reckless and engaged in fraudulent, unlawful  
27 conduct with respect to the events surrounding the subject incident which was the  
28 direct, legal and proximate cause of the fatal injuries sustained by ROXIE.

1           52. PLAINTIFFS are informed and believe, and on that basis allege, Defendants  
2 ARC and DOES 36-50, are liable for any breach of duty by their employees, agents,  
3 servants and/or joint venturers, including but not limited to defendant CERVANTES  
4 and DOES, 21 – 35, under the legal theory of respondeat superior. At all times herein,  
5 Defendant ARC required Defendant CERVANTES to be an "Authorized Provider" and  
6 said Defendant ARC had entered into a "Licensed Training Provider Agreement"  
7 hereinafter "LTPA" with Defendants SUMMERKIDS, INC. and THE DIMASSAS  
8 and DIMASSA ENTITIES who were responsible for collecting on behalf of Defendant  
9 ARC fees and other payments for training, and Defendant ARC was responsible for  
10 ensuring that said Defendants' personnel received ARC water safety and lifeguarding  
11 certificates. Plaintiffs are further informed and believe, and thereon allege, that  
12 DEFENDANTS ARC, CERVANTES, and DOES 21-50, and each of them were  
13 careless, negligent, grossly negligent, reckless and engaged in fraudulent, unlawful  
14 conduct with respect to the events surrounding the subject incident which was the  
15 direct, legal and proximate cause of the fatal injuries sustained by ROXIE.

16           53. At all times herein, Defendants TREVOR BOREHAM, LSC and DOES 21-  
17 35, had an affirmative duty to control, warn, and protect Roxie, the six-year-old child  
18 attending the Summerkids camp, by providing the complete, correct American Heart  
19 Association (AHA) Heartsaver First Aid CPR AED (automated external defibrillator)  
20 Course to the counselors and staff at Summerkids camp. At all times defendant  
21 BOREHAM knew that young campers such as ROXIE attending Summerkids camp  
22 were vulnerable to severe injuries at the camp which would require proper techniques  
23 and usage of CPR and AED, particularly because the camp had a swimming pool. At  
24 all times BOREHAM, LSC and DOES 21-35knew that he owed a duty to this limited  
25 number of children who were attending the camp that summer to provide to their camp  
26 counselors the complete, correct Heartsaver First Aid CPR AED Course. At all times  
27 herein, BOREHAM, LSC and DOES 21-35 knew that any counselor to whom he was  
28 teaching the Heartsaver First Aid CPR AED Course at Summerkids Camp might be

1 called upon to perform lifesaving CPR or AED to a child drowning victim at the camp.  
2 This was particularly true of training received by defendants JAIMI HARRISON and  
3 CARA DIMASSA, Summerkids Camp administrators, to whom BOREHAM, LSC  
4 and DOES 21-35 provided training in 2019 just before Roxie drowned at the camp.  
5 BOREHAM, LSC and DOES 21-35 provided HARRISON only a three (3) to three  
6 and one half hours AHA Heartsaver Pediatric First Aid CPR AED course. At all times  
7 herein, Defendant TREVOR BOREHAM knew that the AHA Heartsaver Pediatric  
8 First-aid CPR AED Course takes seven (7) to nine (9) hours to complete. BOREHAM  
9 knew that by providing only a three (3) to three and one half hours AHA Heartsaver  
10 Pediatric First Aid CPR AED course to the camp counselors and administrators at  
11 Summerkids Camp, those camp counselors and administrators would not be  
12 sufficiently trained in CPR and AED to actually save a life of a child whose heart  
13 stopped, but BOREHAM, LSC and DOES 21-35 concealed those facts from the  
14 Plaintiffs who would never have allowed ROXIE to attend Summerkids Camp had  
15 Plaintiffs known those facts. In fact, as a result of the improper training provided to  
16 Defendant JAMIE HARRISON by BOREHAM,LSC and DOES 21-35, HARRISON  
17 did not understand how to properly use the AED machine which was a cause of  
18 ROXIE's death. At all times herein, BOREHAM, LSC and DOES 21-35 had superior  
19 control over the means of protecting ROXIE which was known only to him. At all  
20 times herein, BOREHAM, LSC and DOES 20-35 could have provided the 7 to 9 hour  
21 course over one day period. Instead, BOREHAM, LSC and DOES 21-35 wrongfully  
22 agreed with the DIMASSAS to shorten the course from 7 to 9 hours to 3 to 3 and one  
23 half hours and not to provide the proper AHA Heartsaver Pediatric First Aid CPR  
24 AED course to the Summerkids camp counselors and administrators, which resulted in  
25 ROXIE's death. Moreover, said defendants BOREHAM, LSC and DOES 21-35 are  
26 liable for any breach of duty by their employees, agents, servants and/or joint venturers  
27 under the legal theory of respondeat superior. Plaintiffs are further informed and  
28 believe, and thereon allege, that DEFENDANTS BOREHAM, LSC, and DOES 21-35,

1 and each of them were careless, negligent, grossly negligent, reckless and engaged in  
2 fraudulent, unlawful conduct with respect to the events surrounding the subject  
3 incident which was the direct, legal and proximate cause of the fatal injuries sustained  
4 by ROXIE.

5 54. As a result of the DEFENDANTS' negligence, gross negligence, ROXIE  
6 received emergency medical care, and ultimately perished due to her fatal injuries. 54.  
7 As a result of ROXIE's untimely death, PLAINTIFFS have suffered damages in excess  
8 of the jurisdictional minimum of this Court, including loss of love, companionship,  
9 care, and affection.

10 55. Defendants' actions also constitute gross negligence, oppression, fraud,  
11 and/or malice as defined in Civil Code Section 3294, and PLAINTIFFS should recover,  
12 in addition to actual damages, exemplary and punitive damages to make an example of  
13 and to punish DEFENDANTS, in an amount according to proof,

14 56. At all times herein mentioned, Defendant ARC and DOES 36-50 failed to  
15 provide the quality training needed to help defendant CERVANTES, SUMMERKIDS,  
16 INC., THE DIMASSAS or one of the other DIMASSA ENTITIES and DOES 1-35  
17 carry out Defendant CERVANTES', SUMMERKIDS, INC.'s, THE DIMASSAS' or  
18 one of the other DIMASSA ENTITIES' responsibilities to prepare for, conduct, report  
19 on and evaluate the ARC courses for water safety and lifeguarding, including but not  
20 limited to the ARC water safety and ARC lifeguard programs provided to Defendant  
21 Summerkids Camp, NATALIZIO, RAINEY, PORTER, CASTILLO and JOSEPH  
22 DIMASSA. As a consequence of said failure, decedent Roxie Forbes drowned on June  
23 28, 2019.

24 57. At all times herein mentioned, Defendant ARC and DOES 36-50 failed to  
25 provide the appropriate materials, including but not limited to written testing materials,  
26 supplies and equipment needed by Defendant CERVANTES, SUMMERKIDS, INC.,  
27 THE DIMASSAS or one of the other DIMASSA ENTITIES and DOES 1-35 to meet  
28 the requirements of the ARC water safety and lifeguarding courses, including

1 providing written tests to prospective ARC water safety and lifeguard applicants that  
2 Defendant CERVANTES, SUMMERKIDS, INC., THE DIMASSAS or one of the  
3 other DIMASSA ENTITIES and DOES 21-35 taught to defendant Summerkids and its  
4 employees and DOES 1-20. As a consequence of said failure, decedent Roxie Forbes  
5 drowned on June 28, 2019.

6 58. At all times herein mentioned, Defendant ARC and DOES 36-50 failed to  
7 provide timely course and instructor updates to Defendant CERVANTES,  
8 SUMMERKIDS, INC., THE DIMASSAS or one of the other DIMASSA ENTITIES  
9 and DOES 1-35 regarding updates on safety skills required by ARC lifeguards,  
10 including the lifeguards at Summerkids Camp, to safely perform their duties. As a  
11 consequence of said failure, decedent Roxie Forbes drowned on June 28, 2019.

12 59. At all times herein mentioned, Defendant ARC and DOES 36-50 failed to  
13 establish and explain to Defendant CERVANTES. SUMMERKIDS, INC., THE  
14 DIMASSAS and/or one of the other DIMASSA ENTITIES and DOES 1-35 all  
15 national and local policies, regulations, and procedures that relate to Defendant ARC  
16 water safety and lifeguard instructors such as Defendant CERVANTES',  
17 SUMMERKIDS, INC.'s, THE DIMASSAS' and/or one of the other DIMASSA  
18 ENTITIES' and DOES 1-50 responsibilities, including but not limited to ARC  
19 certification procedures and policies for lifeguards, water safety, and the ARC Code of  
20 Conduct. As a consequence of said failure, decedent Roxie Forbes drowned on June  
21 28, 2019.

22 60. At all times herein mentioned, Defendant ARC and DOES 36-50 failed to  
23 provide effective, timely support and guidance to its Water Safety and Lifeguard  
24 instructors, including but not limited to Defendant CERVANTES, SUMMERKIDS,  
25 INC., THE DIMASSAS and/or one of the other DIMASSA ENTITIES and DOES 1-  
26 35, regarding water safety and lifeguard instruction provided to SUMMERKIDS, INC.  
27 and its employees. As a consequence of said failure, decedent Roxie Forbes drowned  
28 on June 28, 2019.

1           61. At all times herein mentioned, Defendant ARC and DOES 36-50 failed to  
2 evaluate Defendant CERVANTES', SUMMERKIDS, INC.'s, THE DIMASSAS'  
3 and/or one of the other DIMASSA ENTITIES' and DOES 1-35 teaching performance,  
4 including but not limited to Defendant CERVANTES,' SUMMERKIDS, INC.'s, THE  
5 DIMASSAS' or one of the other DIMASSA ENTITIES' and DOES 1-35 teaching  
6 performance of ARC Water Safety and Lifeguard skills to defendant SUMMERKIDS,  
7 INC., RAINEY, JOSEPH DIMASSA, NATALIZIO, PORTER, CASTILLO and  
8 DOES 1-20. As a consequence of said failure, decedent Roxie Forbes drowned on June  
9 28, 2019.

10           62. At all times herein mentioned, Defendant ARC and DOES 36-50 failed to  
11 confirm and ensure that its Water Safety and Lifeguard instructors, including but not  
12 limited to Defendant CERVANTES, SUMMERKIDS, INC., THE DIMASSAS and/or  
13 one of the other DIMASSA ENTITIES and DOES 1-35 followed all the current  
14 policies, regulations and procedures of the ARC, including policies and procedures  
15 regarding written testing of applicants, related to the conduct and administration of  
16 ARC courses, including those Water Safety and Lifeguarding courses that were  
17 provided to employees of defendant SUMMERKIDS, INC. and DOES 1-20, including  
18 but not limited to Defendants RAINEY, JOSEPH DIMASSA, NATALIZIO,  
19 CASTILLO and PORTER. As a consequence of said failure, decedent Roxie Forbes  
20 drowned on June 28, 2019.

21           63. At all times herein mentioned, Defendant ARC and DOES 36-50 failed to  
22 recognize that Defendant CERVANTES and DOES 21-35 had not completed  
23 appropriate instructor training courses as a prerequisite of authorization as an ARC  
24 Instructor and that CERVANTES and DOES 21-35 was not authorized under  
25 Defendant ARC and DOES 36-50 rules and regulations which Defendant ARC and  
26 DOES 36-50 failed to enforce. As a consequence of said failure, decedent Roxie Forbes  
27 drowned on June 28, 2019.

28 ///



1           64. At all times herein mentioned, Defendant ARC and DOES 36-50 failed to  
2 make certain and ensure that all ARC Water Safety and Lifeguarding Course classes  
3 assigned to/and/or taught by Defendant CERVANTES, SUMMERKIDS, INC., THE  
4 DIMASSAS and/or one of the other DIMASSA ENTITIES and DOES 1-35, included  
5 the completion of required records in a timely and accurate manner and provided  
6 appropriate, accurate and true ARC Course Certificates or other recognition to  
7 participants, for which said Defendant ARC and DOES 36-50 were required to have  
8 completed. As a consequence of said failure, decedent Roxie Forbes drowned on June  
9 28, 2019.

10           65. At all times herein ARC and DOES 36-50 received payment from Defendant  
11 SUMMERKIDS, INC., THE DIMASSAS and/or one of the other DIMASSA  
12 ENTITIES and DOES 1-20 through CERVANTES and DOES 1-35 regarding  
13 Certification of Defendant SUMMERKIDS, INC.'s, THE DIMASSAS' and/or one of  
14 the other DIMASSA ENTITIES' lifeguards. Said ARC lifeguard Certification fee was  
15 ultimately paid in part from the tuition that Plaintiffs paid to SUMMERKIDS, INC.,  
16 THE DIMASSAS and/or one of the other DIMASSA ENTITIES on behalf of ROXIE  
17 to attend the Summerkids Camp.

18           66. At all times relevant defendants BOREHAM and LSC, had a duty to properly  
19 train SUMMERKIDS, INC. employees in CPR, AED, and First Aid Safety training.  
20 Instead of receiving the full training Plaintiffs are informed and believe, and thereon  
21 allege, Defendants SUMMERKIDS, INC., THE DIMASSAS or one of the other  
22 DIMASSA ENTITIES requested a dangerously short times Defendant BOREHAM  
23 and LSC and DOES 21-35 knew that this dangerously short training session was  
24 severely insufficient and would almost certainly lead to a death or very serious  
25 permanent injury if a drowning disaster occurred. As a result of the negligence and  
26 gross negligence of BOREHAM and LSC, and DOES 21-35, regarding said training,  
27 Defendants BOREHAM and LSC were responsible for Defendants SUMMERKIDS,  
28 INC. employees being unfit and incompetent regarding CPR, AED, and First Aid,

1 ultimately causing ROXIE’s death.

2 67. This tragedy happened because SUMMERKIDS, THE DIMASSAS or one  
3 of the other DIMASSA ENTITIES hired inadequately trained and incompetent  
4 personnel, failed to properly train and supervise camp personnel, and otherwise failed  
5 to adequately provide a safe environment for children at the Summerkids Camp.  
6 PLAINTIFFS are informed and believe and onthat basis allege, that the deficiencies  
7 were known to DEFENDANTS, and each of them, including DOES 1-50 and included,  
8 but were not limited to,

9 68. With respect to SUMMERKIDS, MARIA DIMASSA, JOSEPH DIMASSA,  
10 CARA DIMASSA, GIANCARLO DIMASSA, THE ENOTECA, LLC and ANDREW  
11 CERVANTES

12 69. MARIA DIMASSA, JOSEPH DIMASSA, CARA DIMASSA and  
13 GIANCARLO DIMASSA were at all times relevant herein, the owners and officers of  
14 SUMMERKIDS Camp, and were responsible for the hiring and firing of staff, training  
15 of staff, oversight of training by others, and general operations of Summerkids Camp.  
16 MARIA DIMASSA, JOSEPH DIMASSA, CARA DIMASSA and GIANCARLO  
17 DIMASSA were at all times relevant herein, the owners and officers of THE  
18 ENOTECA, LLC, which owns the land on which SUMMERKIDS camp is operated.

19 70. The DIMASSAS offered recreational programs for children Monday through  
20 Friday during daytime hours on their 57-acre property in Altadena, advertised as a  
21 “safe and secure location that includes beautiful meadows, a stream, lodge, cabins,  
22 pool, garden, sports fields, playgrounds, kitchen and more.” Parents dropped children  
23 off in the morning and relied upon the DIMASSAs and all Summerkids’ staff to keep  
24 their children safe.

25 71. The DIMASSAS offered swimming at the pool on the SUMMERKIDS  
26 property as part of their summer program. The DIMASSAs welcomed non-swimmers  
27 to participate in swimming activities at Summerkids, with the advertised goal of  
28 making children who are not proficient in swimming “water-safe.”

1 72. According to the CDC and CPSC, drowning is the 2nd leading cause of death  
2 among children 1-4, the leading cause of unintentional injury death for that same age  
3 group and the 3rd for children 5-14. Approximately 8,000 children require hospital  
4 care each year due to nonfatal submersions. The CPSC recently reported childhood  
5 drowning is on the rise and, California ranks 3rd in the nation for most fatal and  
6 nonfatal submersions.

7 73. Drowning is preventable, which is why it is imperative for camps like  
8 SUMMERKIDS to afford safe and healthy environments, pay attention to kids in the  
9 water and have exceptional staff training.

10 74. It is imperative for childcare providers that offer swim activities, like  
11 SUMMERKIDS, to have proper safety policies and training for their staff. Constant,  
12 active supervision is essential to prevent drownings, as stated by the American Red  
13 Cross, the American Academy of Pediatrics, the Center for Disease Control, and  
14 numerous other authorities. According to the American Camp Association, the  
15 majority of drowning incidents at summer camps are directly related to lack of  
16 supervision. Prevention is (or should be) 98 percent of lifeguards' roles.

17 75. SUMMERKIDS staff, at the direction of MARIA DIMASSA, JOSEPH  
18 DIMASSA, CARA DIMASSA and GIANCARLO DIMASSA, failed to administer  
19 sufficient swim tests to ascertain swimming skill levels of children. This wanton  
20 disregard for essential components of drowning prevention resulted in the death of a  
21 child in their care, ROXIE MIRABELLE FORBES.

22 76. CARA DIMASSA and JOSEPH DIMASSA, acting as officers and directors  
23 of SUMMERKIDS, hired ANDREW CERVANTES to train counselors who were  
24 hired by SUMMERKIDS and the DIMASSAS to be lifeguards at SUMMERKIDS  
25 camp. PLAINTIFFS are informed and believe CARA DIMASSA and JOSEPH  
26 DIMASSA coordinated and managed the lifeguard and CPR training process for  
27 SUMMERKIDS' staff with input from MARIA DIMASSA and GIANCARLO  
28 DIMASSA. All training conducted at SUMMERKIDS was done with the oversight of

1 THE DIMASSAS as officers and directors of SUMMERKIDS.

2 77. Throughout their many-year relationship, MARIA DIMASSA, JOSEPH  
3 DIMASSA, CARA DIMASSA and GIANCARLO DIMASSA hired ANDREW  
4 CERVANTES to train, test and certify SUMMERKIDS' staff counselors in  
5 lifeguarding, water safety instruction, first aid, CPR and use of the automated external  
6 defibrillator ("AED"). This included the counselors who were purportedly in the pool  
7 when ROXIE drowned. SUMMERKIDS' staff trained by ANDREW CERVANTES  
8 were employed by SUMMERKIDS and the DIMASSAS to act as "lifeguards" and  
9 "water safety instructors" to care for children as young as 3 years old who did not know  
10 how to swim.

11 78. Under the direct supervision of CARA and JOSEPH DIMASSA,  
12 CERVANTES did not properly train or test SUMMERKIDS staff and failed to comply  
13 with the American Red Cross procedures. From approximately 2011-2014, the training  
14 carried out by CERVANTES was administered at the home of JOSEPH DIMASSA  
15 and MARIA DIMASSA using their swimming pool on Knollwood Drive. At the time  
16 they did this, THE DIMASSAS and CERVANTES knew or should have known that  
17 residential pools are not approved locations for American Red Cross certification. The  
18 American Red Cross apparently approved SUMMERKIDS' pool facility (licensed by  
19 the Los Angeles County Health Department under the name of Angelus Mountain  
20 Center) as a training and testing site in 2015; CERVANTES then administered all  
21 training and testing at SUMMERKIDS' facility from 2015-2019.

22 79. PLAINTIFFS are informed and believe THE DIMASSAS never checked or  
23 verified the credentials of CERVANTES before they hired him to train counselors in  
24 the essential safety practices of First Aid, CPR and AED use, as well lifeguarding and  
25 water safety instruction. The DIMASSA defendants never confirmed if ANDREW  
26 CERVANTES held valid certifications from the American Red Cross to train and  
27 certify individuals in First Aid, CPR, AED use, lifeguarding or water safety instruction.  
28 The DIMASSA defendants never performed a background check on ANDREW

1 CERVANTES or confirmed if ANDREW CERVANTES knew how to swim. Yet, the  
2 DIMASSA defendants and SUMMERKIDS retained ANDREW CERVANTES year  
3 after year to purportedly train their staff, who would be responsible for caring for up  
4 to 900 children three to fifteen years of age in high risk activities.

5 80. PLAINTIFFS are informed and believe and on that basis allege that at the  
6 time CERVANTES was hired by CARA DIMASSA and JOSEPH DIMASSA,  
7 CERVANTES himself did not meet all prerequisites for certification through the  
8 American Red Cross, and as a result, CERVANTES' certifications have now been  
9 revoked.

10 81. CARA DIMASSA and JOSEPH DIMASSA directed CERVANTES to  
11 conduct training for CPR, First Aid, AED use, lifeguarding and water safety instruction  
12 for Summerkids' employees after such employees had already been hired by the  
13 DIMASSA defendants. THE DIMASSA Defendants and Summerkids directed  
14 ANDREW CERVANTES to conduct and complete essential life saving training skill  
15 on one weekend afternoon immediately prior to welcoming hundreds of children to  
16 Summerkids.

17 82. American Red Cross lifeguard and water safety instructor certifications each  
18 require multiple days, if not weeks, of in-pool and classroom-based training.  
19 Successful testing in pool is a grueling multi-faceted exercise. In-class testing requires  
20 an 80 percent or better score. ANDREW CERVANTES admitted that, under the direct  
21 supervision of CARA and JOSEPH DIMASSA, he invested a mere fraction of requisite  
22 time, administered deeply flawed training and never provided testing, nor did CARA  
23 and JOSEPH DIMASSA demand that he do so. xv. The DIMASSA Defendants and  
24 SUMMERKIDS paid ANDREW CERVANTES for certifications in CPR, AED, First  
25 Aid, Lifeguarding and Water Safety Instruction issued to Summerkids' employees.  
26 However, if a Summerkids' employee obtained certification in CPR, AED, First Aid,  
27 Lifeguarding and Water Safety Instruction independently from a source other than  
28 ANDREW CERVANTES, the DIMASSA Defendants and SUMMERKIDS would

1 NOT reimburse the employee for such certification.

2 83. CERVANTES issued lifeguard and water safety instruction certificates to  
3 SUMMERKIDS staff members without requiring that they complete the mandatory  
4 Red Cross course material(s), and without testing their water skill(s) or swimming  
5 abilities. During the time that CERVANTES certified counselors as lifeguards and  
6 water safety instructors at SUMMERKIDS under the direction of the DIMASSA  
7 defendants, he never failed a single counselor who attended his single day training.

8 84. PLAINTIFFS are informed and believe and, on that basis, allege that the  
9 “lifeguard training” provided by SUMMERKIDS, CARA DIMASSA, JOSEPH  
10 DIMASSA, and CERVANTES was deficient for the reasons discussed below.

11 85. CARA DIMASSA and JOSEPH DIMASSA hired counselors who were to  
12 become lifeguards and water safety instructors at SUMMERKIDS Camp without  
13 making an inquiry into or evaluating their swim skills. Though a prerequisite,  
14 CERVANTES did not administer a swimming skills test to SUMMERKIDS  
15 counselors, including RAINEY, PORTER and NATALIZIO. The DIMASSA  
16 Defendants and SUMMERKIDS employed individuals to serve as lifeguards and water  
17 safety instructors for young children without ascertaining if their employees knew how  
18 to swim.

19 86. At the direction of CARA DIMASSA and JOSEPH DIMASSA, counselors  
20 who were hired to become lifeguards at SUMMERKIDS Camp did not complete the  
21 number of hours required for the full lifeguarding course (in person 25 hours, 20  
22 minutes or blended 19.5 hours in person, 7.5 hours online), but instead, only attended  
23 one day of training with CERVANTES.

24 87. The DIMASSA Defendants and SUMMERKIDS never inquired with  
25 ANDREW CERVANTES as to the counselors’ swimming abilities or competency to  
26 act as lifeguards or water safety instructors.

27 88. Counselors who were employed by CARA DIMASSA and JOSEPH  
28 DIMASSA to staff the pool as lifeguards at SUMMERKIDS Camp were never

1 administered the CPR or first aid skills tests, or the written lifeguard test. This included  
2 the “lifeguards” reportedly at the pool at the time of ROXIE’s drowning: PORTER,  
3 RAINEY and NATALIZIO.

4 89. At the direction of CARA and JOSEPH DIMASSA, counselors who were  
5 hired to become water safety instructors to 3, 4 and 5 year old children at Summerkids  
6 did not complete the number of hours required for the full water safety instruction  
7 course (approximately 25 hours), but instead, only attended a very short training  
8 session with ANDREW CERVANTES commencing in the late afternoon,  
9 approximately 4:00 pm.

10 90. Counselors who were hired to become lifeguards and water safety instructors  
11 at SUMMERKIDS Camp were certified despite not meeting the prerequisites for  
12 becoming lifeguards and placed in positions where those counselor/lifeguards were  
13 responsible for hundreds of young children from catastrophic injury.

14 91. PLAINTIFFS are informed and believe CARA DIMASSA, MARIA  
15 DIMASSA and JOSEPH DIMASSA, as officers and directors of SUMMERKIDS,  
16 scheduled the SUMMERKIDS counselor lifeguards to work in the pool area each  
17 period of camp. In doing so, CARA DIMASSA, MARIA DIMASSA, GIANCARLO  
18 DIMASSA and JOSEPH DIMASSA willfully failed to put the lifeguards in teams that  
19 trained together, as recommended by the American Red Cross. CARA DIMASSA,  
20 MARIA DIMASSA and JOSEPH DIMASSA also failed to implement any sort of  
21 lifeguard rotation system for the lifeguards on duty at the SUMMERKIDS pool, despite  
22 guidelines from the American Red Cross instructing that to stay alert lifeguards should  
23 have periodic rotations and breaks from surveillance.

24 92. PLAINTIFFS are informed and believe MARIA DIMASSA, JOSEPH  
25 DIMASSA, CARA DIMASSA and GIANCARLO DIMASSA, as officers and  
26 directors of SUMMERKIDS, willfully failed to enforce the guidelines of the American  
27 Red Cross with the counselors they purported to have “trained” to be lifeguards at their  
28 facility. This lack of enforcement is evidenced first and foremost by the fact that the

1 lifeguards failed to pay attention to kids in the water, and further by the fact that  
2 NATALIZIO got down from the lifeguard station and turned his back on the pool in  
3 the minutes before ROXIE's drowning without having someone else take his place in  
4 the lifeguard station to supervise the children in the pool. It is also evidenced by the  
5 fact that counselor Natalie del Castillo was tossing dive sticks into the deep end for  
6 children to retrieve rather than performing surveillance duties in the minutes before  
7 ROXIE was floating. When ROXIE was spotted, lifeless in the SUMMERKIDS'  
8 POOL, she was only about five (5) feet away from where Natalie del Castillo had been  
9 standing.

10 93. CARA DIMASSA, JOSEPH DIMASSA and their staff falsely represented  
11 to parents interested in SUMMERKIDS Camp that SUMMERKIDS employed  
12 lifeguards who were certified by the American Red Cross while knowing that those  
13 "lifeguards" did not meet the certification requirements of the American Red Cross.  
14 Plaintiffs relied upon the representation made by the DIMASSA Defendants and  
15 SUMMERKIDS, and expected that Roxie would be cared for by properly certified  
16 lifeguards and supervised in accordance with well acceptable American Red Cross  
17 guidelines.

18 94. According to the American Red Cross instruction manual provided to  
19 SUMMERKIDS staff members, lifeguards should always carry a rescue tube, hip-  
20 packs containing disposable gloves and resuscitation masks, and a whistle.  
21 PLAINTIFFS are informed and believe that the lifeguards at SUMMERKIDS did not  
22 carry a hip-pack with such items at any time in 2019. SUMMERKIDS staff who  
23 attempted to perform CPR on Roxie after her drowning did not wear gloves or use a  
24 resuscitation mask.

25 95. The American Red Cross advises that young children and weak swimmers  
26 should wear U.S. Coast Guard approved life jackets anytime they are near water.  
27 SUMMERKIDS and the DIMASSA Defendants did not provide non-swimmers,  
28 including ROXIE with U.S. Coast Guard approved life jackets. As a non-swimmer,



1 Roxie was designated by SUMMERKIDS staff to the “steps area” and was to be  
2 monitored by counselors/lifeguards to ensure she did not go beyond the area immediate  
3 surrounding the steps in the pool.

4 96. At all times relevant herein, THE DIMASSAS and the DIMASSA  
5 ENTITIES represented on their website that GIANCARLO DIMASSA M.D.,  
6 [MEDICAL CORPORATION] an emergency medicine physician, was a staff  
7 member of Summerkids Camp, who oversaw health and safety at the camp. At all  
8 relevant times herein, SUMMERKID’s website stated that GIANCARLO DIMASSA  
9 rearranges his ER shifts so that he can be at camp and campfire on a regular basis.  
10 PLAINTIFFS are informed and believe that GIANCARLO DIMASSA did not  
11 participate in camp activities in 2019, and did not regularly attend meetings with staff  
12 or counselors. Plaintiffs are further informed and believe and, on that basis, allege, that  
13 GIANCARLO DIMASSA did not participate in the CPR training provided to the  
14 lifeguards or in their general training program in the summers of 2018 or 2019. xxiv.  
15 On the day of ROXIE’s drowning, CARA DIMASSA was situated in the  
16 SUMMERKIDS camp office with HARRISON when they received a call over the  
17 radio that there was an emergency situation at the pool. DEFENDANTS provided  
18 investigators with an estimate of 0935 as the time that ROXIE was spotted floating  
19 face down in the pool. When CARA DIMASSA and HARRISON received the call that  
20 NATALIZIO was dialing 911 and starting CPR, HARRISON ran to the pool area while  
21 CARA DIMASSA stayed in the office, called her parents JOSEPH DIMASSA and  
22 MARIA DIMASSA and printed paperwork. HARRISON had someone on the scene  
23 inform CARA DIMASSA via radio that ROXIE was receiving CPR, so that CARA  
24 DIMASSA could call ROXIE’s parents, as was general camp practice. However,  
25 CARA DIMASSA refused to call ROXIE’s parents or make any efforts to notify  
26 PLAINTIFFS of the emergency until JAIMI HARRISON did so at 0952, at least 13  
27 minutes after ROXIE had been found lifeless in the SUMMERKIDS pool.

28 ///

1 97. Basic water safety and lifeguard training emphasizes continuous and active  
2 supervision of children in the pool. SUMMERKIDS' staff including Defendants  
3 HANK RAINEY, FAITH PORTER and JOSEPH NATALZIO willfully failed at the  
4 most basic of water safety skills. They were not paying attention to the children in the  
5 pool. None of the SUMMERKIDS employees at the pool noticed that Roxie was in  
6 peril. Rather, a SUMMERKIDS employee outside of the pool area, Robert Antonucci,  
7 spotted Roxie floating lifeless in the pool, who then alerted the Summerkids employees  
8 at the pool area. Roxie was floating in 4 feet of water, 12-15 feet away from the "steps  
9 area." None of the SUMMERKIDS' staff noticed Roxie had floated away from the  
10 steps area.

11 98. After ROXIE was finally noticed floating "dead-man" in the pool, she was  
12 removed from the pool by HANK RAINEY, who lifted ROXIE vertically from under  
13 her armpits without securing her head or neck, which may have resulted in further harm  
14 to ROXIE. When HANK RAINEY removed ROXIE from the pool, it became apparent  
15 that she was unresponsive, pulseless.

16 99. The staff at SUMMERKIDS including RAINEY and HARRISON failed to  
17 properly clear ROXIE's airway from copious amounts of vomit. Natalie del Castillo  
18 held Roxie's head in a manner that may have caused Roxie further harm.  
19 SUMMERKIDS staff improperly administered CPR and the AED, which may have  
20 exacerbated Roxie's perilous condition

21 100. PLAINTIFFS are informed and believe that the CPR administered on  
22 ROXIE on the date of ROXIE'S preventable drowning was performed inadequately,  
23 and had GIANCARLO DIMASSA been on site (as PLAINTIFFS were led to believe  
24 he would be) ROXIE may have been properly cared for and might be alive today.

25 101. After ROXIE's preventable drowning, the ambulance arrived and  
26 transported her to the hospital. No SUMMERKIDS staff members rode with ROXIE  
27 in the ambulance to the hospital.

28 ///

1 102. PLAINTIFFS are informed and believe CARA DIMASSA, JOSEPH  
2 DIMASSA and MARIA DIMASSA rode to the hospital together. On their arrival at  
3 Huntington Hospital, CARA DIMASSA entered the trauma room just after ROXIE’s  
4 heartbeat had been re-established, without the permission of PLAINTIFFS, and had to  
5 be escorted out by staff of Huntington Hospital. CARA DIMASSA and JAIMI  
6 HARRISON admitted in the past they have rode with children who were injured at  
7 Summerkids and required medical attention at the hospital. A few weeks after Roxie  
8 was killed at Summerkids, CARA DIMASSA accompanied a child during ambulance  
9 transport to the hospital who suffered a compound fracture at Summerkids.

10 103. CARA DIMASSA made no effort to enact the SUMMERKIDS emergency  
11 action plan at any time between learning of ROXIE’s drowning over the radio and  
12 leaving for the hospital. CARA DIMASSA described the scene at the pool after ROXIE  
13 drowned as “shocking.” LA County Firefighter Paramedic Weston and LA County  
14 Sheriff’s Deputy Cano both reported that when they arrived at SUMMERKIDS they  
15 observed a chaotic scene, and children who had been in the pool with ROXIE were still  
16 in the pool area as CPR was being performed on ROXIE. Deputy Cano believed the  
17 chaotic scene at SUMMERKIDS created a dangerous environment for children, and  
18 therefore filed a SCAR Report (Suspected Child Abuse Reporting System) with  
19 Department of Children and Family Services (“DCFS”) for suspected severe neglect.

20 104. GIANCARLO DIMASSA [**CORPORATION ISSUE**] was not present at  
21 Summerkids on the day of Roxie’s drowning. Although he was the primary medical  
22 representative at Summerkids and served as a liaison to JAIMI HARRISON, he chose  
23 to take a vacation to Hawaii during the first 2 weeks of Summerkids’ summer session.

24 105. When Firefighter Paramedic Weston arrived at the scene, he was told that  
25 there had been two (2) lifeguards in the pool area when ROXIE drowned, and Deputy  
26 Cano was told that there had been three (3) lifeguards present on the date of ROXIE’S  
27 preventable drowning. Deputy Duarte blocked the intersections for ROXIE’s transport  
28 to Huntington Memorial and later interviewed the counselors who were reportedly on-

1 duty and present when ROXIE drowned. Deputy Duarte did not interview PORTER.  
2 The whereabouts of PORTER were unknown.

3 106. After ROXIE's death on June 29, 2019, CARA DIMASSA and JOSEPH  
4 DIMASSA met with each of the SUMMERKIDS counselors and staff members  
5 purportedly involved in ROXIE's drowning in JOSEPH DIMASSA'S office; reports  
6 of PORTER being on duty as a lifeguard suddenly started to surface only after this  
7 meeting.

8 107. On July 2, 2019 Detectives Lawler and Blagg visited SUMMERKIDS to  
9 interview staff who had been involved in ROXIE's drowning; once again PORTER was  
10 not interviewed or made available for interview.

11 108. Each of these acts and all of the conduct, actions and inactions taken as set  
12 forth in **[paragraphs 66-107]** was done at the direction of, with the approval of, or  
13 ratified by THE DIMASSAS, as owners, officers and directors of SUMMERKIDS,  
14 and owners and officers of THE ENOTECA, LLC.

15 109. PLAINTIFFS are informed and believe and on that basis allege that THE  
16 DIMASSAS and Does 1-50 are collectively also the owners, officers and directors of  
17 all other entity defendants and Does 1-50 in this action, as well as the alter egos of  
18 those other entity defendants as plead at Paragraphs 67-77 of this Third Amended  
19 Complaint, and that the actions taken by THE DIMASSAS and Does 1-50 were  
20 conducted and performed in their roles as officers and directors of those entity  
21 defendants and ratified by those entity defendants, including but not limited to  
22 SUMMERKIDS, INC., ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC,  
23 SEMPRE AVANTI, LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA  
24 AND MARIA DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST  
25 and THE DIMASSA FAMILY FOUNDATION, a 501(c)(3) corporation, and all  
26 DOES 1-50.

27 110. With respect to JAIMI HARRISON, HARRISON was, at all times relevant  
28 herein, the Assistant Director of SUMMERKIDS.

1 111. Plaintiff ELENA MATYAS expressed concerns to HARRISON regarding  
2 ROXIE’s “non-swimmer” status prior to ROXIE’S drowning. HARRISON assured  
3 ELENA MATYAS that she would personally speak with all counselors to ensure they  
4 were aware of ROXIE’s status as a “non-swimmer.” PLAINTIFFS are informed and  
5 believe that HARRISON may not have alerted all SUMMERKIDS counselors of  
6 ROXIE’s “non-swimmer” status.

7 112. As the Assistant Director, HARRISON played a role in the interviewing  
8 and hiring process at SUMMERKIDS. She was responsible for the screening process  
9 and initial questioning of the interviewees. She participated in the interview process  
10 for RAINEY.

11 113. As the Assistant Director, HARRISON managed the junior counselor  
12 program, part of the counselor training for SUMMERKIDS, and all medical  
13 responsibilities related to children at SUMMERKIDS camp. Children turned to  
14 HARRISON if they were injured, and she was responsible for communicating with  
15 GIANCARLO DIMASSA regarding any medical issues that arose at camp.  
16 PLAINTIFFS are informed and believe HARRISON was hired for this management  
17 role by THE DIMASSAS despite the fact that HARRISON had no formal medical  
18 training.

19 114. As the Assistant Director, HARRISON’s responsibilities also included  
20 monitoring the SUMMERKIDS’ pool log, updating children’ swim capabilities, and  
21 ensuring lifeguards had adequate first aid supplies by the pool. On the date of the  
22 incident, the lifeguards did not even have basic CPR supplies such as a CPR shield to  
23 use in administering CPR to ROXIE. HARRISON failed to provide adequate first aid  
24 supplies (e.g. CPR suction device, AED) or make them readily, easily, and quickly  
25 accessible by the pool, a foreseeable location necessitating CPR at SUMMERKIDS.

26 115. HARRISON’S actions and conduct were authorized and directed by THE  
27 DIMASSAS.

28 ///

1 116. HARRISON was present at the camp on the date of ROXIE'S preventable  
2 drowning. Several minutes after ROXIE was pulled out of the water by HANK  
3 RAINEY, HARRISON arrived and took over the CPR effort. PLAINTIFFS are  
4 informed and believe HARRISON was unfamiliar with the process of providing rescue  
5 breaths; though time was of the essence, HARRISON stopped to question the counselor  
6 lifeguards on their approach before taking over and performing CPR on ROXIE.  
7 HARRISON inadequately performed CPR on ROXIE. JAIMI HARRISON then placed  
8 adult (rather than pediatric) AED pads on ROXIE and failed to remove ROXIE's wet  
9 bathing suit before applying the adult AED pads. PLAINTIFFS are informed and  
10 believe HARRISON was responsible for overseeing and implementing CPR on  
11 ROXIE.

12 117. According to the American Red Cross and American Heart Saver CPR  
13 manuals apparently studied by SUMMERKIDS staff members, including  
14 HARRISON, it is critical to ensure that there are no puddles of water around the  
15 rescuer, victim, or equipment and further critical to remove the victim's wet clothing.  
16 When the AED indicated a shock was not advisable, JAIMI HARRISON believed this  
17 to be a positive sign, not understanding that Roxie had no heartbeat. JAIMI  
18 HARRISON, who was employed by SUMMERKIDS and the DIMASSA Defendants  
19 to manage medical emergencies for hundreds of children, was improperly trained in  
20 CPR and AED. HARRISON's erroneous implementation of CPR and AED on ROXIE  
21 had fatal consequences.

22 118. HARRISON participated in a three (3) to three and one half hours AHA  
23 Heartsaver Pediatric First Aid CPR AED course provided by SUMMERKIDS and  
24 taught at SUMMERKIDS by defendant TREVOR BOREHAM. HARRISON, as  
25 someone who underwent first aid training several times over many years, knew or  
26 should have known that the AHA Heartsaver Pediatric course takes seven (7) to nine  
27 (9) hours to complete. HARRISON had not completed the 7 to 9 hour AHA Heartsaver  
28 Pediatric First Aid CPR AED course prior to administering the AED or CPR for

1 ROXIE. As a consequence, defendant HARRISON improperly administered CPR and  
2 AED to ROXIE and was ultimately a cause of Roxie’s death.

3 119. With respect to DANIEL H. RAINEY, RAINEY received his lifeguarding  
4 certificate from CERVANTES. Plaintiffs are informed and believe that  
5 SUMMERKIDS and CERVANTES provided RAINEY with the American Red Cross  
6 manual. RAINEY understood that according to the American Red Cross manual, he  
7 needed close to 30-hours of training to become an American Red Cross certified  
8 lifeguard, yet he only participated in one day of training which was completed after  
9 about eight hours.

10 120. HANK RAINEY was also employed by SUMMERKIDS and trained by  
11 ANDREW CERVANTES as a water safety instructor. According to the American Red  
12 Cross manual which RAINEY apparently studied, he needed approximately 25 hours  
13 of training to become an American Red Cross certified water safety instructor.  
14 However, RAINEY only participated in a few hours of training led by ANDREW  
15 CERVANTES on June 10, 2019. Furthermore, HANK RAINEY’S water safety  
16 instructor certification indicates that HANK RAINEY completed his certification on  
17 May 20, 2019 at the Rosemead Aquatics Center. HANK RAINEY admitted that he  
18 never attended any training at the Rosemead Aquatic Center.

19 121. RAINEY’S job as a lifeguard was to prevent drownings, help children stay  
20 safe in the water and make sure they stayed in their respective zones (steps, shallow  
21 end or whole pool). Because ROXIE was in RAINEY’s “buddy group” at  
22 SUMMERKIDS, RAINEY knew that ROXIE was tested at SUMMERKIDS for her  
23 swimming abilities and marked as a “steps swimmer;” this meant that ROXIE had to  
24 stay around the steps of the pool behind the pool’s three-foot mark. RAINEY also  
25 understood that ROXIE was not water safe, and not capable of swimming in the  
26 shallow end.

27 122. SUMMERKIDS maintained a “star rating system” wherein each camper  
28 was rated on a scale of one to three stars; children with three stars required a substantial

1 amount of attention and assistance. Because ROXIE was in RAINEY’s “buddy group”  
2 at SUMMERKIDS, RAINEY knew that ROXIE had three stars by her name and  
3 understood that meant ROXIE required extra consideration.

4 123. On the date of ROXIE’s preventable drowning, RAINEY was present as an  
5 on-duty lifeguard assigned to oversee the shallow end of the pool from inside of the  
6 water. His duties included supervising the children, frequently scanning the pool,  
7 eliminating hazardous situations, recognizing and responding to emergency situations,  
8 and essentially making sure children in the pool were safe.

9 124. On the date of ROXIE’s preventable drowning, RAINEY was responsible  
10 for paying attention to and watching children in the pool, including ROXIE. On the  
11 date of ROXIE’s preventable drowning, prior to her drowning, RAINEY saw ROXIE  
12 jumping into the pool in between the two sets of steps, picked her up and moved her to  
13 the steps to his left, turned his back on ROXIE and diverted his attention to another  
14 child without ensuring that other lifeguards were paying attention to ROXIE who he  
15 knew was not water safe and had three stars by her name, requiring extra attention.  
16 RAINEY did this with a blatant disregard for the health and safety of ROXIE. vii.  
17 According to the American Red Cross instructing manual provided to SUMMERKIDS  
18 staff members, including RAINEY, lifeguards should always carry a rescue tube, hip-  
19 packs containing disposable gloves and resuscitation masks, and a whistle. RAINEY  
20 was not carrying such items on the date of the drowning, nor did he have such items  
21 handy to use when he commenced CPR on ROXIE.

22 125. PLAINTIFFS are informed and believe that on the date of ROXIE’S  
23 preventable drowning, when he pulled ROXIE from the pool, RAINEY began  
24 administering chest compressions, without first administering rescue breaths. After  
25 RAINEY performed rescue breathing on Roxie, her stomach became distended. As a  
26 result of his improper training and willful disregard of appropriate American Red Cross  
27 training safety protocol, HANK RAINEY inadequately performed CPR on ROXIE.  
28 His erroneous rescue efforts may have caused ROXIE additional harm.



1 126. One cause of Roxie's death was that RAINEY improperly performed CPR  
2 on ROXIE as a result of his inadequate training in CPR which was intentionally caused  
3 by The DIMASSAS, SUMMERKIDS, INC. CERVANTES and BOREHAM giving  
4 RAINEY that intentionally inadequate training.

5 127. With respect to JOSEPH NATALIZIO, NATALIZIO was a manager at  
6 SUMMERKIDS and served as both the head lifeguard and lead counselor at  
7 SUMMERKIDS in 2019. He led part of the SUMMERKIDS counselor training in  
8 2019, worked with CARA DIMASSA on the schedule for counselors, conducted  
9 reviews of counselors and oversaw the swim test program for children participating in  
10 open swim. NATALIZIO was the most senior staff member and lifeguard in the pool  
11 area at the time of ROXIE'S preventable drowning.

12 128. NATALIZIO was also employed by SUMMERKIDS and trained by  
13 ANDREW CERVATES as a water safety instructor. According to the American Red  
14 Cross manual which NATALZIO apparently studied, he needed approximately 25  
15 hours of training to become an American Red Cross certified water safety instructor.  
16 However, NATALZIO only participated in a few hours of training led by ANDREW  
17 CERVANTES on June 10, 2019. Furthermore, NATALZIO'S water safety instructor  
18 certification indicates that he completed his certification on May 20, 2019 at the  
19 Rosemead Aquatics Center, rather than the SUMMERKIDS pool where ANDREW  
20 CERVANTES conducted the training course.

21 129. According to the American Red Cross instruction manual provided to  
22 SUMMERKIDS staff members, including NATALIZIO lifeguards should always  
23 carry a rescue tube, hip-packs containing disposable gloves and resuscitation masks,  
24 and a whistle. PLAINTIFFS are informed and believe that the lifeguards at  
25 SUMMERKIDS, including NATALIZIO, did not carry a hip-pack with such items at  
26 any time in 2019.

27 130. On the date of ROXIE'S drowning, NATALIZIO was on-duty as a  
28 lifeguard stationed at the tower in the lifeguard chair. NATALIZIO willfully got down

1 from the chair and turned his back on the children in the pool. NATALIZIO's  
2 recklessness and disregard for his duties as a lifeguard and his failure to pay attention  
3 to the kids in the pool led to ROXIE's death. v. PLAINTIFFS are informed and believe  
4 that NATALIZIO got down from the lifeguard chair and turned his back on the pool,  
5 purportedly to help a child with a bee-sting. The American Red Cross directs that  
6 lifeguards should always remain posted in the lifeguard chair, unless the lifeguard is  
7 conducting a rescue. PLAINTIFFS are informed and believe that NATALIZIO acted  
8 recklessly and with a blatant disregard for ROXIE's life and the lives of other children  
9 by getting down from the lifeguard chair and diverting his attention away from the  
10 children in the pool, to assist a child when another counselor was capable of handling  
11 the bee-sting. PLAINTIFFS are informed and believe that another counselor, Dillon  
12 Benacerraf-Gadja, was also assisting the child with a bee-sting.

13 131. With respect to FAITH PORTER, PORTER received her lifeguarding  
14 certificate from CERVANTES. PLAINTIFFS are informed and believe that  
15 SUMMERKIDS and CERVANTES provided PORTER with the American Red Cross  
16 manual, and therefore she should have known that she needed close to 30-hours of  
17 training to become an American Red Cross certified lifeguard; she also should have  
18 been aware of the required prerequisites. However, she only participated in a total of  
19 about eight hours of training prior to receiving her certificate and did not complete each  
20 required prerequisite (i.e. written exam). FAITH PORTER willfully represented  
21 herself as a certified American Red Cross lifeguard without ever completing requisite  
22 training or testing.

23 132. According to the American Red Cross instruction manual provided to  
24 SUMMERKIDS staff members, including PORTER lifeguards should always carry a  
25 rescue tube, hip-packs containing disposable gloves and resuscitation masks, and a  
26 whistle. PLAINTIFFS are informed and believe that the lifeguards at SUMMERKIDS,  
27 including PORTER, did not carry a hippack with such items at any time in 2019.

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1 133. On the date of ROXIE’S preventable drowning, PORTER was present as a  
2 counselor and on-duty lifeguard assigned to pay attention to kids in the pool, in  
3 particular to oversee the shallow end of the pool. PORTER’s job at the time of  
4 ROXIE’s drowning was to conduct surveillance over the shallow end, educate and  
5 inform children about rules, enforce safety rules and make assists where necessary.

6 134. PLAINTIFFS are informed and believe that PORTER was aware that  
7 ROXIE was classified as a “step swimmer.” PLAINTIFFS are informed and believe  
8 that PORTER was standing nearby ROXIE immediately prior to her drowning and  
9 failed to notice and timely assist ROXIE. Despite the fact that the SUMMERKIDS  
10 pool is quite small (25’x50’), PORTER failed to notice ROXIE was in peril and had  
11 floated away from the steps area. FAITH PORTER also failed to spot ROXIE floating  
12 lifeless in the pool at the time of her drowning. PORTER wantonly failed to exercise  
13 the most basic water safety practice of constant supervision of children in the pool.  
14 FAITH PORTER’S willful disregard for American Red Cross lifeguarding practices  
15 resulted in ROXIE’s death.

16 **ALTER EGO ALLEGATIONS**

17 PIERCING THE CORPORATE VEIL AGAINST SUMMERKIDS, INC.,  
18 ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC, SEMPRE AVANTI,  
19 LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA AND MARIA  
20 DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST, and THE  
21 DIMASSA FAMILY FOUNDATION and DOES1-50

22 135. PLAINTIFFS hereby re-allege and incorporate by reference each and every  
23 allegation and statement contained in the prior paragraphs.

24 136. PLAINTIFFS are informed and believe, and on that basis allege, that  
25 MARIA DIMASSA, JOSEPH DIMASSA, CARA DIMASSA, and GIANCARLO  
26 DIMASSA, M.D., and Does 1-50 on the one hand and SUMMERKIDS, INC.,  
27 ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC, SEMPRE AVANTI,  
28 LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA AND MARIA

1 DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST, and THE  
2 DIMASSA FAMILY FOUNDATION and DOES1-50 have operated as alter egos of  
3 one another.

4 137. There exists, and at all times herein mentioned there existed, a unity of  
5 interest and ownership between Defendants MARIA DIMASSA, JOSEPH DIMASSA,  
6 CARA DIMASSA, and GIANCARLO DIMASSA, M.D., and SUMMERKIDS, INC.,  
7 ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC, SEMPRE AVANTI,  
8 LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA AND MARIA  
9 DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST and THE  
10 DIMASSA FAMILY FOUNDATION entities and Does 1-50, such that any  
11 individuality and separateness between Defendants THE DIMASSAS and such entities  
12 have ceased, and such entities are the alter egos of THE DIMASSAS and DOES 1-50.

13 138. PLAINTIFFS are informed and believe, and on that basis allege that THE  
14 DIMASSAS and Does 1-50 have engaged in substantial commingling of corporate and  
15 personal affairs, including the co-mingling of funds and other assets with those of  
16 SUMMERKIDS, INC., ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC,  
17 SEMPRE AVANTI, LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA  
18 AND MARIA DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST  
19 and THE DIMASSA FAMILY FOUNDATION entities and Does 1-50 such that there  
20 is no distinction of who or what entity **owns** such funds or such assets between all of  
21 the entities. At all times the DIMASSAS and Does 1-50 have treated the funds and  
22 assets of SUMMERKIDS, INC., ANGELUS MOUNTAIN CENTER, THE  
23 ENOTECA, LLC, SEMPRE AVANTI, LLC, DOSSET DIMASSA M.D., INC.,  
24 JOSEPH DIMASSA AND MARIA DIMASSA AS TRUSTEES OF THE DIMASSA  
25 FAMILY TRUST and THE DIMASSA FAMILY FOUNDATION entities and Does  
26 1-50 as if those funds and assets were their own and have used those funds and assets  
27 in any manner the DIMASSAS and Does 1-50 desired.

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1 139. PLAINTIFFS are informed and believe, and on that basis allege Defendants  
2 SUMMERKIDS, INC., ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC,  
3 SEMPRE AVANTI, LLC, SUMMERKIDS, INC., ANGELUS MOUNTAIN  
4 CENTER, THE ENOTECA, LLC, SEMPRE AVANTI, LLC, DOSSET DIMASSA  
5 M.D., INC., JOSEPH DIMASSA AND MARIA DIMASSA AS TRUSTEES OF THE  
6 DIMASSA FAMILY TRUST and THE DIMASSA FAMILY FOUNDATION entities  
7 and Does 1-50 are all owned and controlled by THE DIMASSAS and Does1-50.  
8 Defendants SUMMERKIDS, INC., ANGELUS MOUNTAIN CENTER, THE  
9 ENOTECA, LLC, SEMPRE AVANTI, LLC, SUMMERKIDS, INC., ANGELUS  
10 MOUNTAIN CENTER, THE ENOTECA, LLC, SEMPRE AVANTI, LLC, DOSSET  
11 DIMASSA M.D., INC., JOSEPH DIMASSA AND MARIA DIMASSA AS  
12 TRUSTEES OF THE DIMASSA FAMILY TRUST and THE DIMASSA FAMILY  
13 FOUNDATION entities and Does 1-50 do not operate as separate entities, but rather  
14 operate as one entity, using the separate entities fiction to shield assets and other  
15 revenues in a manner to best suit the DIMASSAS and Does 1-50.

16 140. There is a unity of interest and ownership between THE DIMASSAS on  
17 the one hand and Defendants SUMMERKIDS, INC., ANGELUS MOUNTAIN  
18 CENTER, THE ENOTECA, LLC, SEMPRE AVANTI, LLC, DOSSET DIMASSA  
19 M.D., INC., JOSEPH DIMASSA AND MARIA DIMASSA AS TRUSTEES OF THE  
20 DIMASSA FAMILY TRUST and THE DIMASSA FAMILY FOUNDATION entities  
21 and Does 1-50 on the other and that there is identical equitable ownership by the  
22 DIMASSAS of all of the other entities whereby the DIMASSAS and Does 1-50  
23 exercise dominion and control over Defendants SUMMERKIDS, INC., ANGELUS  
24 MOUNTAIN CENTER, THE ENOTECA, LLC, SEMPRE AVANTI, LLC, DOSSET  
25 DIMASSA M.D., INC., JOSEPH DIMASSA AND MARIA DIMASSA AS  
26 TRUSTEES OF THE DIMASSA FAMILY TRUST and THE DIMASSA FAMILY  
27 FOUNDATION entities and Does 1-50, with THE DIMASSAS and Does 1-50 as the  
28 sole owners, directors and officers responsible for supervision and management of

1 Defendants SUMMERKIDS, INC., ANGELUS MOUNTAIN CENTER, THE  
2 ENOTECA, LLC, SEMPRE AVANTI, LLC, DOSSET DIMASSA M.D., INC.,  
3 JOSEPH DIMASSA AND MARIA DIMASSA AS TRUSTEES OF THE DIMASSA  
4 FAMILY TRUST and THE DIMASSA FAMILY FOUNDATION entities and Does  
5 1-50 and utilizing the same employees to perform the duties for all of the entities.

6 141. PLAINTIFFS are informed and believe, and on that basis allege THE  
7 DIMASSAS and Defendants SUMMERKIDS, INC., ANGELUS MOUNTAIN  
8 CENTER, THE ENOTECA, LLC, SEMPRE AVANTI, LLC, SUMMERKIDS, INC.,  
9 ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC, SEMPRE AVANTI,  
10 LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA AND MARIA  
11 DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST and THE  
12 DIMASSA FAMILY FOUNDATION entities and Does 1-50 have diverted and  
13 transferred assets and revenues among and between themselves and their alter egos to  
14 defraud creditors. The purpose of these entities created by THE DIMASSAS is to  
15 conceal and misrepresent the identity of the responsible ownership, management,  
16 financial interest and business activities of THE DIMASSAS and Does 1-50,  
17 ultimately for the purpose of defraud creditors, in particular, the children and their  
18 families that THE DIMASSAS AND THE DIMASSA ENTITIES, especially  
19 SUMMERKIDS, have seriously injured, including their gross negligence that caused  
20 the death of Roxie. This concealment and misrepresentation of the ownership and  
21 management creates an injustice for anyone who is injured by the negligence of the  
22 defendants and the purposeful difficulty that is created by the defendants concealment  
23 of responsible ownership, management, financial interests in business activities of  
24 THE DIMASSAS and the DIMASSA ENTITIES and Does 1-50 responsible for injury  
25 to Plaintiffs and other campers and parents at Summer kids camp. It is highly unjust  
26 that these defendants are allowed to avoid compensating the children in families they  
27 have injured by unlawfully hiding behind fraudulent entities who still purpose is to  
28 protect the defendants assets from their own wrongdoing.

1 142. PLAINTIFFS are informed and believe, and on that basis allege, THE  
2 DIMASSAS systematically engaged in a series of transactions intended to transfer  
3 assets from themselves and SUMMERKIDS, INC., ANGELUS MOUNTAIN  
4 CENTER, THE ENOTECA, LLC, SEMPRE AVANTI, LLC, DOSSET DIMASSA  
5 M.D., INC., JOSEPH DIMASSA AND MARIA DIMASSA AS TRUSTEES OF THE  
6 DIMASSA FAMILY TRUST, and THE DIMASSA FAMILY FOUNDATION and  
7 DOES1-50 intending to make the ANGELUS MOUNTAIN CENTER or their real  
8 property, including, but not limited to those located at 1630 or 1640 Knollwood in  
9 Pasadena, 840 E. Green Street, #215, Pasadena, or 3697 N. Fair Oaks Avenue in  
10 Altadena, unavailable to satisfy a judgment. The real property located at 3807 El  
11 Sereno Ave., Altadena, California and 3797 El Sereno Ave., Altadena, California  
12 allegedly owned by Defendant Sempre Avanti at all times are used by Summerkids,  
13 Inc. for its camp functions/operations.

14 143. PLAINTIFFS are informed and believe, and on that basis allege, THE  
15 DIMASSAS have at all times relevant herein exercised control and dominion over  
16 SUMMERKIDS, INC., ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC,  
17 SEMPRE AVANTI, LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA  
18 AND MARIA DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST,  
19 and THE DIMASSA FAMILY FOUNDATION and DOES1-50 with a disregard for  
20 the separate legal status of these entities in an attempt to defraud creditors.

21 144. PLAINTIFFS are informed and believe, and on that basis allege, adherence  
22 to the fiction of the separate existence of the Defendants SUMMERKIDS, INC.,  
23 ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC, SEMPRE AVANTI,  
24 LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA AND MARIA  
25 DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST, and THE  
26 DIMASSA FAMILY FOUNDATION and DOES1-50 as separate entities distinct from  
27 THE DIMASSAS would permit an abuse of the privilege of organizing businesses  
28 under the laws of the State of California and would sanction fraud and promote

1 injustice.

2 145. PLAINTIFFS are informed and believe, and on that basis allege that  
3 SUMMERKIDS, INC., ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC,  
4 SEMPRE AVANTI, LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA  
5 AND MARIA DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST,  
6 and THE DIMASSA FAMILY FOUNDATION and DOES1-50 have such a unity of  
7 interest and operations that separate personalities of these entities no longer exist and  
8 if the acts are treated as those of the entities alone, an inequitable result will follow.  
9 PLAINTIFFS are informed and believe, and on that basis allege Defendants  
10 SUMMERKIDS, INC., ANGELUS MOUNTAIN CENTER, THE ENOTECA, LLC,  
11 SEMPRE AVANTI, LLC, DOSSET DIMASSA M.D., INC., JOSEPH DIMASSA  
12 AND MARIA DIMASSA AS TRUSTEES OF THE DIMASSA FAMILY TRUST,  
13 and THE DIMASSA FAMILY FOUNDATION and DOES1-50 are owned and  
14 controlled by THE DIMASSAS. These entities do not operate as entities, but rather as  
15 one, with the separate entities used to shield assets and other revenues in a manner to  
16 best suit their owners. Moreover, SUMMERKIDS, INC., ANGELUS MOUNTAIN  
17 CENTER, THE ENOTECA, LLC, SEMPRE AVANTI, LLC, DOSSET DIMASSA  
18 M.D., INC., JOSEPH DIMASSA AND MARIA DIMASSA AS TRUSTEES OF THE  
19 DIMASSA FAMILY TRUST, and THE DIMASSA FAMILY FOUNDATION and  
20 DOES1-50 are the alter egos of each other, that they share some of the same ownership,  
21 management, and marketing.

22 **FIRST CAUSE OF ACTION**

23 **Negligence – Wrongful Death**

24 **Against all DEFENDANTS and DOES 1-50 inclusive**

25 146. PLAINTIFFS hereby re-allege and incorporate by reference each and every  
26 allegation and statement contained in the prior paragraphs.

27 147. PLAINTIFFS are informed and believe, and on that basis allege,  
28 DEFENDANTS and each of them, including DOES 1-50, had a duty to exercise



1 reasonable care in the ownership, maintenance, operation, and management of their  
2 premises, and in the care and supervision of the children in their custody, including the  
3 ROXIE, in order to avoid exposing them to an unreasonable risk of harm. Said  
4 DEFENDANTS also had a duty to ensure that the Summerkids were fully trained in  
5 CPR, AED, and First Aid including, but not limited to, HARRISON, CARA  
6 DIMASSA, JOSEPH DIMASSA, RAINEY, NATALIZIO, PORTER and CASTILLO  
7 and other SUMMERKIDS, INC. employees on the premises at the time of ROXIE'S  
8 death. At all times herein mentioned said DEFENDANTS were negligent in their duty  
9 to ensure that the Summerkids Camp lifeguards and other SUMMERKIDS, INC.  
10 employees on duty at the time of ROXIE'S death were fully and properly trained in  
11 water safety and lifeguarding under ARC guidelines. At all times herein mentioned,  
12 said DEFENDANTS were further negligent in their duty to ensure that Summerkids  
13 Camp lifeguards and other SUMMERKIDS INC. employees on duty at the time of  
14 ROXIE'S death were fully and properly trained in CPR, AED, and First Aid. As a  
15 consequence of the negligence of said DEFENDANTS and each of them and DOES 1-  
16 50, ROXIE drowned on June 28, 2019.

17 148. PLAINTIFFS are informed and believe, and on that basis allege,  
18 DEFENDANTS and each of them, including DOES 1-50, had a special relationship  
19 existing with ROXIE, as a paid invitee, to take reasonable protective measures,  
20 especially given she had been rated as a "nonswimmer," to ensure her safety and  
21 otherwise protect her from reasonably foreseeable dangerous conduct and to warn her  
22 as to such reasonably foreseeable dangerous conduct during camp activities such as  
23 swimming.

24 149. The conduct of DEFENDANTS and each of them, including DOES 1-50,  
25 constituted a lack of any care and an extreme departure from what a reasonably careful  
26 person would do in the same situation to prevent harm to oneself or to others,  
27 constituting gross negligence. DEFENDANTS were aware of the probable  
28 consequences of their acts, and willfully and deliberately failed to avoid the likelihood

1 of serious injury to decedent and others similarly situated. PLAINTIFFS are informed  
2 and believe, and on that basis allege, DEFENDANTS and each of them, including  
3 DOES 1-50, breached their duty of care when they carelessly and grossly negligently  
4 supervised, protected, trained, and assisted in the supervision and control and safety of  
5 campers in their care, such as ROXIE and to ensure that children and ROXIE were not  
6 subjected to an unreasonable risk of harm while in their care and custody, and created  
7 a dangerous condition by not adequately supervising campers while they were in the  
8 pool. At all times herein, and particularly well in advance of ROXIE'S death, said  
9 DEFENDANTS knew that they had Camp lifeguards and other SUMMERKIDS, INC.  
10 employees were fully and properly trained in water safety and lifeguarding under the  
11 ARC guidelines set forth in ARC written materials and manuals in order to keep the  
12 children including ROXIE safe while using the swimming pool on the premises. Said  
13 DEFENDANTS also had a duty to ensure that all SUMMERKIDS, INC. employees  
14 improperly trained the Summerkids Camp lifeguards and other SUMMERKIDS, INC.  
15 employees in water safety, lifeguarding, CPR, AED, and First Aid. At all times herein,  
16 and particularly well in advance of ROXIE'S death, said DEFENDANTS knew that if  
17 the Summerkids Camp lifeguards and other SUMMERKIDS, INC, employees were  
18 improperly trained in water safety, lifeguarding, CPR, AED, and First Aid, as took  
19 place herein a non-swimmer child in their care could certainly drown and die as  
20 occurred with ROXIE. As a direct and proximate result of DEFENDANTS', and each  
21 of the, including DOES 1-50, ROXIE died from a preventable drowning for which  
22 DEFENDANTS, are legally responsible.

23 150. PLAINTIFFS are informed and believe, and on that basis allege ROXIE  
24 was being supervised on camp property by Defendants RAINEY, NATALIZIO,  
25 PORTER, CASTILLO, HARRISON, CARA DIMASSA, AND JOSEPH DIMASSA  
26 and the lifeguards, agents employees and or independent contractors of Defendants  
27 SUMMERKIDS, INC., THE DIMASSAS and the DIMASSA ENTITIES and DOES  
28 1-50, inclusive, with the consent, knowledge, and permission of said DEFENDANTS,

1 which renders DEFENDANTS and each of them, including DOES 1-50, vicariously  
2 liable for the negligent acts and omissions of such agents, employees, and/or  
3 independent contractors

4 151. The danger of a “non-swimmer” six-year-old child drowning in an  
5 unsupervised pool setting was known to DEFENDANTS and DOES 1-50, or in the  
6 exercise of ordinary and reasonable care, should have been known to DEFENDANTS  
7 and DOES 1-50.

8 152. PLAINTIFFS are informed and believe, and thereon allege, that ROXIE’s  
9 death was a direct and proximate result of the negligent acts and omissions of  
10 DEFENDANTS, and each of them, including DOES 1-50 as described herein.

11 153. PLAINTIFFS are informed and believe, and thereon allege, that ROXIE’s  
12 death was a direct and proximate result of the grossly negligent acts and omissions of  
13 DEFENDANTS, and each of them, including DOES 1-50 as described herein.

14 154. As a direct and proximate result of the aforementioned acts, omissions and  
15 conduct of the DEFENDANTS, PLAINTIFFS have sustained damages in a sum in  
16 excess of the minimum jurisdictional amount of this Court.

17 155. DEFENDANTS’, and each of them, including DOES 1-50, actions,  
18 omissions, conduct, and behavior, were a substantial factor in causing PLAINTIFFS’  
19 harm.

20 156. As a proximate result of the negligence of DEFENDANTS, and each of  
21 them, including DOES 1-50, ROXIE died at the hospital on June 29, 2019.

22 157. At all times prior to ROXIE’s death, except for when she was unconscious  
23 and in the hospital from June 28, 2019, to June 29, 2019, ROXIE lived with  
24 PLAINTIFFS, and was a loving and dutiful daughter.

25 158. As discussed herein, PLAINTIFFS are entitled under Section 377.60 of the  
26 California Code of Civil Procedure to bring action on behalf of ROXIE. PLAINTIFFS  
27 have and will sustain pecuniary and non-pecuniary losses by reasons of the death of  
28 ROXIE. DEFENDANTS, and each of them, and DOES 1-50, inclusive, are liable for

1 the wrongful death of ROXIE stemming from the herein allegations.

2 159. As a proximate and legal result of DEFENDANTS' conduct, PLAINTIFFS  
3 have been injured in an amount not presently ascertained. Such damages include loss  
4 of comfort and companionship, loss of affection, society, moral support, emotional  
5 pain, distress and suffering, and general damages in an amount to be determined at  
6 trial. PLAINTIFFS also seek compensation for the emotional pain, torment, mental  
7 anguish and suffering that they have suffered and in reasonable probability will  
8 continue to suffer in connection with the untimely death of ROXIE.

9 160. As a direct and proximate result of the foregoing wrongful death of ROXIE  
10 caused by the tortious conduct of the DEFENDANTS, and each of them, including  
11 DOES 1-50 PLAINTIFFS are entitled to and demand damages against all  
12 DEFENDANTS, jointly and severally, including but not limited to general, special,  
13 and punitive damages.

14 **SECOND CAUSE OF ACTION**

15 **Negligent Hiring, Retention, Supervision, and Training**

16 **Against THE DIMASSAS, The DIMASSA ENTITIES, CERVANTES, ARC,**  
17 **SUMMERKIDS, INC., BOREHAM, LSC and DOES 1-50**

18 161. PLAINTIFF repeats, reiterates and re-alleges each and every fact and/or  
19 allegation set forth in the prior paragraphs of this complaint with the same force and  
20 effect as though more fully set forth at length herein.

21 162. PLAINTIFFS are informed and believe that Defendants HARRISON,  
22 CARA DIMASSA, JOSEPH DIMASSA, RAINEY, NATALIZIO, PORTER and  
23 CASTILLO were at all times herein mentioned employed by either SUMMERKIDS,  
24 INC., THE DIMASSAS or one of the other DIMASSA ENTITIES as lifeguard, water  
25 instructors and camp counselors for the Summerkids Camp.

26 163. PLAINTIFFS are informed and believe that Defendants CERVANTES and  
27 DOES 21-35 were at all times herein mentioned contracted and/or employed by either  
28 SUMMERKIDS, INC., THE DIMASSAS or the DIMASSA ENTITIES and/or ARC

1 and was responsible for ARC testing and ARC certifying lifeguards at the Summerkids  
2 Camp. Plaintiffs are informed and believe that at all times Defendant CERVANTES  
3 and DOES 21-35 were acting as an agent on behalf of Defendant ARC and DOES 36-  
4 50 with the duty of properly training Defendants JOSEPH DIMASSA,  
5 RAINEY, NATALIZIO, PORTER and CASTILLO and other SUMMERKIDS, INC.  
6 employees in water safety training and becoming ARC certified lifeguards which  
7 CERVANTES and DOES 21-35 failed to do.

8 164. PLAINTIFFS are informed and believe that Defendants BOREHAM and  
9 LSC, and DOES 21-35 were at all times herein mentioned contracted and/or employed  
10 by either SUMMERKIDS, INC., THE DIMASSAS and/or the DIMASSA ENTITIES,  
11 and were responsible for training, testing and certifying SUMMERKIDS, INC.  
12 employees in CPR, AED, and First Aid in order to protect the children at Summerkids  
13 Camp.

14 165. PLAINTIFFS are informed and believe that Defendant HARRISON was at  
15 all times herein mentioned employed by SUMMERKIDS, INC., THE DIMASSAS or  
16 one of the other DIMASSA ENTITIES as the Assistant Director of the Summerkids  
17 Camp.

18 166. PLAINTIFFS are informed and believe that the Summerkids employees  
19 including but not limited to JOSEPH DIMASSA, RAINEY, NATALIZIO, PORTER  
20 and CASTILLO and other SUMMERKIDS, INC. employees employed by  
21 SUMMERKIDS, INC., THE DIMASSAS or one of the other DIMASSA ENTITIES  
22 were unfit or incompetent to perform the work for which they were hired.

23 167. At all times relevant defendants CERVANTES, ARC, and DOES 21-50,  
24 had a duty to properly train JOSEPH DIMASSA, RAINEY, NATALIZIO, PORTER  
25 and CASTILLO and other SUMMERKIDS, INC. employees in water safety and  
26 lifeguarding which required more than 26 hours of training and a written test as  
27 established by the ARC guidelines and ARC manuals. Instead of receiving the full  
28 training Defendants SUMMERKIDS, INC., THE DIMASSAS or one of the other

1 DIMASSA ENTITIES requested a shortened one-day training for lifeguard  
2 certification and water safety of less than 8 hours which CERVANTES, ARC, and  
3 DOES 21-50 wrongfully agreed to do. At all times Defendant CERVANTES, ARC,  
4 and DOES 21-50 knew that this training was insufficient and could lead to a drowning  
5 disaster. As a result of the negligence and gross negligence of CERVANTES, ARC,  
6 and DOES 21-50, regarding said training, Defendants CERVANTES, ARC, and DOES  
7 21-50 were responsible for Defendants JOSEPH DIMASSA, RAINEY, NATALIZIO,  
8 PORTER and CASTILLO and other SUMMERKIDS, INC. employees being unfit and  
9 incompetent regarding water safety and lifeguarding skills, ultimately causing  
10 ROXIE's death by drowning.

11 168. Defendants SUMMERKIDS, INC., THE DIMASSAS and the DIMASSA  
12 ENTITIES knew from the limited training that their Summerkids Camp employees  
13 received at their demand, including but not limited to , JOSEPH DIMASSA, RAINEY,  
14 NATALIZIO, PORTER and CASTILLO and other SUMMERKIDS, INC. employees,  
15 that said employees were unfit or incompetent to safely operate, supervise or manage  
16 Summerkids Camp, staff and campers during swimming activities and that such  
17 unfitness and/or incompetence created an extreme risk to campers engaging in  
18 swimming activities while at Summerkids Camp, particularly non-swimmer campers  
19 such as ROXIE. At all times said Defendants knew that, in order to save money in  
20 training their employees, they requested CERVANTES, ARC, and DOES 21-50, to  
21 limit safety training and that CERVANTES, ARC, DOES 21-50 should only provide  
22 less than 8 hours of water safety and lifeguard training. Cervantes, ARC, and DOES  
23 21-50, for their own financial gain, agreed to this limited training, all in violation of  
24 ARC's own water safety and lifeguard training policies and procedures, requiring more  
25 than 26 hours  
26 of such training.

27 169. Defendants SUMMERKIDS, INC., THE DIMASSAS and the DIMASSA  
28 ENTITIES' negligence in hiring the Summerkids employees including but not limited

1 to JOSEPH DIMASSA, RAINEY, NATALIZIO, PORTER and CASTILLO and other  
2 SUMMERKIDS, INC. employees and contractor and/or employee CERVANTES and  
3 ARC and DOES 21-50 was a substantial factor in causing ROXIE's death and  
4 PLAINTIFFS' resulting harm.

5 170. At all times relevant defendants BOREHAM and LSC, had a duty to  
6 properly train SUMMERKIDS, INC. employees in CPR, AED, and First Aid Safety  
7 training. Instead of receiving the full training Plaintiffs are informed and believe, and  
8 thereon allege, Defendants SUMMERKIDS, INC., THE DIMASSAS or one of the  
9 other DIMASSA ENTITIES requested a dangerously short training session for which  
10 BOREHAM AND LSC, and DOES 21-35 wrongfully agreed to do. At all times  
11 Defendant BOREHAM and LSC and DOES 21-35 knew that this dangerously short  
12 training session was severely insufficient and would almost certainly lead to a death or  
13 very serious permanent injury if a drowning disaster occurred. As a result of the  
14 negligence and gross negligence of BOREHAM and LSC, and DOES 21-35, regarding  
15 said training, Defendants BOREHAM and LSC were responsible for Defendants  
16 SUMMERKIDS, INC. employees being unfit and incompetent regarding CPR, AED,  
17 and First Aid, ultimately causing ROXIE's death.

18 171. Defendants SUMMERKIDS, INC., THE DIMASSAS and the DIMASSA  
19 ENTITIES at all times knew that from the limited training in CPR, AED and First Aid  
20 that their SUMMERKIDS, INC. employees received from Defendants BOREHAM  
21 and LSC and Does 21-35, that said employees were unfit or incompetent to keep safe,  
22 supervise and/or safely manage Summerkids Camp children/campers, including  
23 ROXIE, during swimming activities and that such unfitness and/or incompetence  
24 created an extreme risk of serious injury or death to campers engaging in swimming  
25 activities while at Summerkids Camp. In order to save money in training their  
26 employees, said Defendants knowingly requested BOREHAM and LSC and DOES  
27 21-35, to dangerously limit the time for CPR, AED and First Aid safety training to the  
28 SUMMERKIDS INC. employee. At all times herein, Defendants BOREHAM and

1 LSC and DOES 21-35 knew that if said Defendants agreed to Defendants  
2 SUMMERKIDS, INC., THE DIMASSAS and the DIMASSA ENTITIES' request,  
3 BOREHAM and LSC and DOES 21-35 would be providing dangerously insufficient  
4 training in these life-or-death safety training areas. Despite this knowledge, for their  
5 own financial gain, Defendant BOREHAM and LSC, and DOES 21-35 unlawfully  
6 agreed to this limited training, all in violation of BOREHAM and LSC's and Does 21-  
7 35 own training policies and procedures for teaching CPR, AED and First Aid to the  
8 public.

9 172. Defendants SUMMERKIDS, INC., THE DIMASSAS and the DIMASSA  
10 ENTITIES' negligence in hiring Defendant BOREHAM and LSC AND Does 21-50  
11 was a substantial factor in causing ROXIE's death and PLAINTIFFS' resulting harm.

12 173. At all times mentioned herein, Defendants SUMMERKIDS, INC., THE  
13 DIMASSAS, the DIMASSA ENTITIES CERVANTES, ARC and DOES 1-50,  
14 Inclusive, and their employees, counselors, lifeguards, agents, servants and/or joint  
15 venturers had a special relationship existing with ROXIE, as a paid invitee, to take  
16 reasonable protective measures, especially with a young non-swimmer, to ensure her  
17 safety and otherwise protect her from reasonably foreseeable dangerous conduct and  
18 to warn her as to such reasonably foreseeable dangerous conduct during camp  
19 activities.

20 174. By virtue of said special relationship, Defendants SUMMERKIDS, INC.,  
21 THE DIMASSAS, the DIMASSA ENTITIES, CERVANTES, ARC, BOREHAM,  
22 LSC and DOES 1-50, inclusive, owed a duty to take reasonable measures to protect all  
23 campers under their control and supervision, including Decedent, from foreseeable  
24 injury at the hands of their lifeguards, employees, agents, servants and/or joint  
25 venturers acting negligently or intentionally, by not engaging in the negligent hiring,  
26 retention, training and supervision of those lifeguards, employees, servants, and/or  
27 independent contractors, with direct contact and/or interaction with campers under  
28 their control and supervision, including, but not limited to, Decedent.



1 175. Plaintiff is informed and believes, and thereupon alleges, that at all times  
2 mentioned herein, Defendants SUMMERKIDS, INC., THE DIMASSAS, the  
3 DIMASSA ENTITIES, CERVANTES, ARC, BOREHAM, LSC and DOES 1-50,  
4 Inclusive, and each of them, were negligent in the hiring, retention, training, and  
5 supervision of their employees including but not limited to certain lifeguards, camp  
6 counselors, camp directors, employees, agents, servants, joint venturers and/or  
7 caretakers in that Defendants SUMMERKIDS, INC., THE DIMASSAS, the  
8 DIMASSA ENTITIES, CERVANTES, ARC, BOREHAM, LSC and DOES 1-50,  
9 Inclusive, and each of them, knew or should have known that employees were unfit for  
10 specific and mandatory tasks to be carried out and performed during the course and  
11 scope of their employment. These tasks included, but were not limited to the following:  
12 maintaining, inspecting, supervising, managing, regulating, warning, patrolling,  
13 protecting, guarding, training, and controlling the subject swimming pool, which was  
14 the legal and proximate cause of ROXIE suffering pre-death physical injuries, mental  
15 anguish, terror, anxiety, unconsciousness, and ultimately death.

16 176. As a direct and proximate result of the negligence, gross negligence,  
17 carelessness, recklessness, and violations of the law of Defendants SUMMERKIDS,  
18 INC., THE DIMASSAS, the DIMASSA ENTITIES, CERVANTES, ARC,  
19 BOREHAM, LSC and DOES 1-50, inclusive, Decedent ROXIE was injured in her  
20 health, strength and activity, sustaining injury to her body, and shock and injury to her  
21 person, all of which caused ROXIE great physical, mental and emotional pain and  
22 suffering prior to her untimely death, fighting to breathe when Roxie was first pulled  
23 out of the pool, all to PLAINTIFFS' damages in an amount which will be stated  
24 according to proof.

25 177. As a direct and proximate result of the negligence, gross negligence,  
26 carelessness, recklessness, and violations of the law of Defendants SUMMERKIDS,  
27 INC., THE DIMASSAS, the DIMASSA ENTITIES, CERVANTES, ARC,  
28 BOREHAM, LSC and DOES 1-50, inclusive, PLAINTIFFS were compelled to and

1 did employ the services of physicians, surgeons, and other medical personnel, and  
2 PLAINTIFFS were compelled to and did incur other incidental expenses, including,  
3 but not limited to medical, funeral, and/or burial expenses related to the necessary care  
4 and treatment of the Decedent, ROXIE.

5 178. As a direct and proximate result of the negligence, gross negligence,  
6 carelessness, recklessness, and violations of the law of Defendants SUMMERKIDS,  
7 INC., THE DIMASSAS, the DIMASSA ENTITIES, CERVANTES, ARC,  
8 BOREHAM, LSC and DOES 1-50, inclusive, PLAINTIFFS claim general damages  
9 resulting from loss of love, affection, society, service, comfort, support, right of  
10 support, expectations of future support and counseling, companionship, solace, and  
11 mental support, as well as other benefits and assistance of the Decedent in a sum in  
12 excess of the jurisdictional limits of this Court, which will be stated according to proof  
13 at the time of trial. Plaintiffs request general, special and punitive damages as a result.

14 **THIRD CAUSE OF ACTION**

15 **Survivor's Action**

16 **By PLAINTIFFS as Successors-In-Interest to Decedent**

17 **Against All DEFENDANTS and DOES 1-50 Inclusive**

18 179. PLAINTIFFS repeat, reiterate and re-allege each and every fact and/or  
19 allegation set forth in the prior paragraphs of this complaint with the same force and  
20 effect as though more fully set forth at length herein.

21 180. PLAINTIFFS ELENA MATYAS and DOUGLAS FORBES are  
22 successors-in-interest to ROXIE MIRABELLE FORBES. As the successor-in-interest  
23 of ROXIE, PLAINTIFFS ELENA MATYAS and DOUGLAS FORBES are the proper  
24 representatives to pursue a survival action in the present proceeding, in accordance  
25 with Code of Civil Procedure § 377.30. PLAINTIFFS have and will comply with Code  
26 of Civil Procedure § 377.32.

27 181. As alleged herein, on June 28, 2019, ROXIE was enrolled in  
28 SUMMERKIDS Camp for the purpose of childcare. As further alleged herein,

1 DEFENDANTS’ conduct constituted a want of even scant care and an extreme  
2 departure from the ordinary standard of conduct. Such outrageous lack of care  
3 represents an extreme departure from the ordinary standard of conduct in the context  
4 of this situation. This conduct resulted in ROXIE’S death. 114. As a proximate result  
5 of said conduct of all DEFENDANTS, and each of them, including DOES 1-50 and  
6 the resulting untimely death of ROXIE, PLAINTIFFS were compelled to incur  
7 expenses for ambulances, for services of hospitals, physicians, nurses, and other  
8 professional services for the care and treatment of ROXIE, the decedent, and for the  
9 funeral and burial of said deceased, all to PLAINTIFFS’ damages in an amount to be  
10 shown according to proof.

11 182. As a proximate result of the drowning, ROXIE suffered severe and life  
12 ending injuries. As a result of these severe injuries, ROXIE lost spontaneous  
13 circulation and required and received administration of advanced life support.

14 183. Prior to her death, ROXIE sustained economic damages in an amount  
15 according to proof at trial. The exact amount of such expense is unknown to  
16 PLAINTIFFS at this time.

17 184. Because the SUMMERKIDS Camp counselor “lifeguards” and/or other  
18 personnel failed to engage in any rescue efforts for an extended period of time, there  
19 was significant delay in providing ROXIE with CPR.

20 185. Despite knowing that the lifeguards, counselors and employees manning  
21 the pool were not fit to do so, DEFENDANTS, and each of them, including DOES 1-  
22 50 willfully, intentionally, recklessly and wantonly allowed children to enter the pool  
23 and operated SUMMERKIDS Camp knowing that their actions could unreasonably  
24 expose all of the attending children to injury, damage and potential death.

25 186. DEFENDANTS were aware of the probable consequences of their acts, and  
26 willfully and deliberately failed to avoid the likelihood of serious injury to ROXIE and  
27 others similarly situated.

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1 187. DEFENDANTS operated the SUMMERKIDS Camp and the pool at  
2 ANGELUS MOUNTAIN CENTER in a reckless and erratic manner, up through the  
3 day and time of ROXIE’S drowning.

4 188. As a result of the drowning, ROXIE suffered severe and life-ending  
5 injuries, as set forth above.

6 189. DEFENDANTS’ conduct would be despised by any reasonable person.  
7 DEFENDANTS, and each of them, including DOES 1-50 held themselves out as  
8 owning and operating a camp for children, and encouraged children to get in the pool  
9 regardless of their swimming ability. The consequences of putting children who do not  
10 know how to swim in the water are known to all adults. There is no excuse for conduct  
11 that endangers the lives of innocent children. DEFENDANTS’ conduct should be the  
12 subject of shame, scorn and rebuke. DEFENDANTS’ conduct was clearly despicable  
13 and done in conscious disregard for the safety of others.

14 190. As alleged herein, DEFENDANTS’ actions constitute willful misconduct,  
15 consciously undertaken with a willful and conscious disregard of the probable  
16 consequences. These acts and failures to act by DEFENDANTS were so unreasonable  
17 and dangerous that defendants knew or should have known that injury was highly  
18 probable.

19 191. DEFENDANTS’ actions also constitute oppression, fraud, and/or malice  
20 as defined in Civil Code Section 3294, and PLAINTIFFS should recover, in addition  
21 to actual damages, exemplary and punitive damages to make an example of and to  
22 punish defendants, in an amount according to proof.

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1 **FOURTH CAUSE OF ACTION**

2 **Fraud**

3 **Intentional Misrepresentation; Concealment**

4 **By PLAINTIFFS as Successors-In-Interest to Decedent**

5 **Against THE DIMASSAS, THE DIMASSA ENTITIES, CERVANTES,**  
6 **SUMMERKIDS, INC., ARC, BOREHAM, LSC and DOES 1-50**

7 192. PLAINTIFFS repeat, reiterate and re-allege each and every fact and/or  
8 allegation set forth in the prior paragraphs of this complaint with the same force and  
9 effect as though more fully set forth at length herein.

10 193. In or about January 2019, prior to ROXIE’s parents applying for ROXIE  
11 to attend the Summerkids camp, Plaintiffs read the statement on the Summerkids Camp  
12 website regarding the Camp’s swimming pool and swimming pool safety at the Camp.  
13 The Summerkids Camp website written, adopted, accepted, and approved of by  
14 Defendants THE DIMASSAS, The DIMASSA ENTITIES, and SUMMERKIDS, INC.  
15 and DOES 1-50 stated: “A beautiful, recently resurfaced pool is a centerpiece of our  
16 camp. We consider swimming a fun and exciting part of our program, but it is safety  
17 that is our biggest concern.... We have float ropes in place separating deep and shallow  
18 ends. A lifeguard sits in the lifeguard chair at all times while children are in the pool.  
19 Other lifeguards are on duty both on the sides of the pool and in the pool itself. We  
20 have regular training sessions with our lifeguards throughout the summer to review  
21 safety rules and to deal with any issues that may arise.” The Summerkids Camp website  
22 went on to state regarding swimming safety at the camp: “Each year, we conduct  
23 rigorous training sessions-both before camp starts and continuing throughout the  
24 summer-for all our staff. All of our counselors have received basic first aid and CPR  
25 training, and more than half are certified lifeguards.” The same Summerkids Camp  
26 website then states: “LIFEGUARDS AND RATIOS-We will continue to exceed  
27 American Red Cross Lifeguard Association and American Camp Association  
28 standards for pool supervision. All of our counselors who work in the pool have been

1 certified as Lifeguards by the American Red Cross. This summer, we have 27  
2 counselors on staff who were certified as American Red Cross Lifeguards. Nine of  
3 them are also certified as American Red Cross Water Safety Instructors. The  
4 counselors who teach swimming lessons at camp have a particular focus on teaching  
5 young swimmers.”

6 194. The statements quoted above in the Summerkids Camp website, in or just  
7 before January, 2019, and thereafter were written adopted, accepted, and approved by  
8 Defendants THE DIMASSAS, The DIMASSA ENTITIES, and SUMMERKIDS,  
9 INC. and DOES 1-50, falsely representing to Plaintiffs that the SUMMERKIDS, INC.  
10 employees and/or contractors who would be overseeing and protecting ROXIE in the  
11 Summerkids Camp swimming pool were ARC certified lifeguards and had ARC water  
12 safety training as established by the ARC guidelines and written manuals and had  
13 certified CPR, AED, and First Aid training. The purpose of these written  
14 misrepresentations by said defendants was in order to convince the Plaintiffs that they  
15 should enroll their six year old child, ROXIE, in Summerkids Camp and that it would  
16 be safe to do so despite the fact that at all times said defendants THE DIMASSAS, The  
17 DIMASSA ENTITIES, and SUMMERKIDS, INC. and DOES 1-50 were aware that  
18 ROXIE was not water safe, and it would not be safe to enroll ROXIE in Summerkids  
19 Camp because Summer kids lifeguards had not been ARC certified and did not  
20 received proper ARC and AHA lifesaving training in CPR and AED.

21 195. In February, 2019, defendant JAIMI HARRISON, the Assistant Dir. For  
22 SUMMERKIDS, Inc. on behalf of Defendants THE DIMASSAS, The DIMASSA  
23 ENTITIES, and SUMMERKIDS, INC. and DOES 1-50 reiterated to Plaintiff  
24 MATAYAS in a telephone call that the Summerkids Camp lifeguards on staff were all  
25 certified by ARC despite HARRISON’S knowledge that this was false.

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1 196. At all times herein, Defendants THE DIMASSAS, The DIMASSA  
2 ENTITIES, SUMMERKIDS, INC., SUMMERKIDS, INC., CERVANTES, ARC,  
3 JAIMI HARRISON and DOES 1-50 knew that the representation on the website in  
4 January and February of 2019 that the SUMMERKIDS, INC. employees and/or  
5 contractors were ARC certified lifeguards and had ARC water safety training as  
6 established by the ARC guidelines and written manuals and had certified CPR, AED,  
7 and First Aid training, was false.

8 197. Defendants THE DIMASSAS, The DIMASSA ENTITIES,  
9 SUMMERKIDS, INC., CERVANTES, ARC, JAIMI HARRISON and DOES 1-50  
10 knew that the representations were false when THE DIMASSAS, The DIMASSA  
11 ENTITIES, and SUMMERKIDS, INC., and JAIMI HARRISON made said  
12 representations, by way of advertising, promising, and assuring parents of potential  
13 children Campers including PLAINTIFFS that the employees were ARC certified, and  
14 had certified CPR, AED, First Aid training while at all times knowing that the ARC  
15 water safety and lifeguard certifications and CPR, AED, and First Aid certifications of  
16 Summerkids employees were obtained illegally, deceitfully, and falsely. The truth was  
17 that none of the employees of THE DIMASSAS, The DIMASSA ENTITIES, and  
18 SUMMERKIDS, INC., and DOES 1-20 received the water safety and lifeguard  
19 training from CERVANTES and ARC that ARC required in its writings and manuals  
20 of more than 27 hours of training and a written test which the applicant must pass.  
21 Unfortunately for ROXIE, the Summerkids, Inc. employees received only 1/3 of that  
22 training time from CERVANTES, ARC's agent, who had the duty of providing the full  
23 27 hours of training. Instead a providing the full amount of time required to properly  
24 train the lifeguards with the lifesaving knowledge they needed to save ROXIE's life,  
25 CERVANTES colluded with THE DIMASSAS, The DIMASSA ENTITIES, and  
26 SUMMERKIDS, INC. for their financial gain to provide only 1/3 of the training  
27 required by the ARC for lifeguard certification which was a cause of ROXIE's death.

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1 198. At all times prior to the opening of the 2019 Summerkids Camp session in  
2 June 2019 defendant ARC and DOES 36-50 knew through its agent Defendant  
3 CERVANTES and DOES 21-35, that THE DIMASSAS, The DIMASSA ENTITIES,  
4 and SUMMERKIDS, INC. employees did not receive the appropriate water safety and  
5 lifeguard training, including proper and complete First Aid, CPR and AED training,  
6 actually required for ARC certification and concealed this fact from the Plaintiffs for  
7 ARC's and DOES 36-50 financial benefit. Despite this knowledge, ARC and DOES  
8 36 -50 did not take any measures to notify or warn the parents of children campers at  
9 Summerkids Camp of this fact, including the plaintiffs. Said defendants did not warn  
10 the parents, including Plaintiffs, even though the Summerkids campers including  
11 ROXIE were foreseeable victims of that illegal and highly dangerous conduct by  
12 ARC's own agent, Cervantes, were highly dependent upon the lifeguards to receive  
13 proper lifesaving training in CPR and AED, and the warning was to a very limited  
14 group of people, namely the parents, including the Plaintiffs, of the children campers  
15 at Summerkids Camp. Under all circumstances defendant ARC and DOES 36-50 had  
16 superior control over the means of protection of the campers who ARC's own agent  
17 had put in jeopardy by the improper training to Summerkids staff charged with the duty  
18 to protect these children from drowning and death.

19 199. At all times defendant BOREHAM and LSC and DOES 21-35 knew that  
20 THE DIMASSAS, The DIMASSA ENTITIES, and SUMMERKIDS, INC. employees  
21 did not receive the appropriate American Heart Association Heartsaver Pediatric First  
22 Aid, CPR and AED training, actually required for AHA Heartsaver certification  
23 because defendants BOREHAM and LSC and DOES 21-35 provided the Heartsaver  
24 training and in just half the time, 3 to 3 ½ hours instead of seven hours required by the  
25 AHA for this lifesaving training. Defendants BOREHAM and LSC and DOES 21-35  
26 along with THE DIMASSAS, The DIMASSA ENTITIES, and SUMMERKIDS, INC.  
27 intentionally failed to disclose and concealed these facts for their financial gain from  
28 the parents of the children attending Summerkids Camp, including the Plaintiffs, which



1 were only known to these Defendants, that the Summerkids, Inc. employees, including  
2 assistant director Defendant JAMIE HARRISON, did not receive the appropriate  
3 AHA Heartsaver Pediatric First Aid, CPR and AED training to properly and correctly  
4 administer CPR and AED sufficient to save a life of the child in cardiac arrest,  
5 including ROXIE. As a result of the improper AHA Heartsavers Pediatric First Aid  
6 CPR AED training which defendant BOREHAM and LSC and DOES 21-35 provided  
7 to Defendant JAMIE HARRISON, HARRISON failed to administer proper CPR to  
8 ROXIE and was a cause of ROXIE's death.

9         200. At all times BOREHAM and LSC and DOES 21-35 had a duty to notify or  
10 warn the parents, including the Plaintiffs, of children campers at Summerkids Camp of  
11 the facts regarding the improper AHA training of Summerkids staff. These  
12 Summerkids campers, including ROXIE, were foreseeable victims of that conduct by  
13 BOREHAM, LSC and DOES 21-35 and THE DIMASSAS, The DIMASSA  
14 ENTITIES, and SUMMERKIDS, INC. The required warning of these facts was to a  
15 very limited group of people, namely the parents, including the Plaintiffs, of the  
16 children campers at Summerkids Camp. Under all circumstances, defendant  
17 BOREHAM, LSC and does 21-35 had superior control over the means of protection of  
18 the campers which said Defendants had put in jeopardy by the improper training to  
19 Summerkids staff charged with the duty to protect these children from drowning and  
20 death by effectively administering lifesaving procedures which Defendants failed to  
21 provide. Instead, BOREHAM, LSC and DOES 21-35 and THE DIMASSAS, The  
22 DIMASSA ENTITIES, and SUMMERKIDS, INC. concealed these facts from the  
23 parents of the children Summerkids campers, including the Plaintiffs.

24         201. The truth was also that none of the employees of THE DIMASSAS, The  
25 DIMASSA ENTITIES, and SUMMERKIDS, INC. received certified CPR, AED, and  
26 First Aid training from defendants CERVANTES and ARC and DOES 36-50, and none  
27 of the employees of THE DIMASSAS, The DIMASSA ENTITIES, and  
28 SUMMERKIDS, INC. received certified AHA Heartsaver First Aid CPR AED training

1 from defendants BOREHAM, LSC, and DOES 21-35. Instead, all said defendants  
2 misrepresented to and/or concealed these facts from the parents, including the Plaintiffs  
3 of the Summerkids campers that included ROXIE.

4 202. Defendants THE DIMASSAS, The DIMASSA ENTITIES, CERVANTES,  
5 ARC, SUMMERKIDS, INC., BOREHAM, LSC and DOES 1-50 intended that  
6 Plaintiffs rely on the intentional misrepresentation that the SUMMERKIDS, INC.  
7 employees and/or contractors were ARC certified lifeguards, had ARC water safety  
8 training as established by the ARC guidelines and written manuals, and were certified  
9 in CPR, AED, and First Aid training and concealment of the true facts that the  
10 Summerkids employees were not properly trained and certified in lifesaving so that  
11 PLAINTIFFS would feel safe in enrolling their 6-year-old non swimmer, ROXIE, in  
12 Summerkids Camp and pay for her tuition for the camp.

13 203. PLAINTIFFS reasonably relied on Defendants THE DIMASSAS, The  
14 DIMASSA ENTITIES, CERVANTES, ARC, SUMMERKIDS, INC., JAIME  
15 HARRISON, BOREHAM, LSC and DOES 1-50 representation that the  
16 SUMMERKIDS, INC. employees and/or contractors were ARC certified lifeguards,  
17 had ARC water safety training as established by the ARC guidelines and written  
18 manuals and were certified in CPR, AED, and First Aid training either by ARC or  
19 AHA.

20 204. As a result of the representations and the concealment of the actual facts by  
21 Defendants THE DIMASSAS, The DIMASSA ENTITIES, CERVANTES, ARC,  
22 SUMMERKIDS, INC., BOREHAM, LSC and DOES 1-50, Plaintiffs enrolled ROXIE  
23 in the Summerkids Camp and paid ROXIE'S tuition for the camp which the Plaintiffs  
24 would not have done if they knew the actual facts which the Defendants had  
25 intentionally misrepresented and concealed from the Plaintiffs

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1           205. Because the employees of THE DIMASSAS, The DIMASSA ENTITIES,  
2 and SUMMERKIDS, INC. had not been properly trained in water safety, lifeguarding,  
3 CPR, AED, and First Aid by CERVANTES, ARC, BOREHAM, LSC and DOES 21-  
4 50 which at all times Defendants THE DIMASSAS, The DIMASSA ENTITIES,  
5 CERVANTES, ARC, SUMMERKIDS, INC. BOREHAM, LSC were aware and  
6 intentionally misrepresented and concealed from the PLAINTIFFS, the PLAINTIFFS  
7 were harmed.

8           206. PLAINTIFFS' reliance on Defendants THE DIMASSAS, The DIMASSA  
9 ENTITIES, CERVANTES, ARC, SUMMERKIDS, INC., BOREHAM, LSC and  
10 DOES 1-50's misrepresentations and concealment of the actual facts were substantial  
11 factors in causing PLAINTIFFS' harm. Had PLAINTIFFS known the truth that the  
12 SUMMERKIDS, INC. camp employees were not properly trained in water safety,  
13 ARC lifeguarding, CPR, AED, nor AHA First Aid CPR AED training, Plaintiffs would  
14 not have enrolled ROXIE at Summerkids Camp. At no time did the Plaintiffs know  
15 that Defendants' representations were untrue. At no time were Plaintiffs aware of the  
16 facts concealed by the Defendants which were intended to deceive the Plaintiffs. If  
17 Plaintiffs would have been aware of the truth which Defendants intentionally  
18 misrepresented and aware of the facts which Defendants intentionally concealed,  
19 PLAINTIFFS would have never entrusted their non-swimmer 6-year-old daughter,  
20 ROXIE, to S[UMMERKIDS, INC. camp, and she would still be alive. PLAINTIFFS  
21 therefore request all damages available to them under this cause of action, including  
22 punitive damages.

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1 **FIFTH CAUSE OF ACTION**

2 **Negligent Undertaking**

3 **By PLAINTIFFS as Successors-In-Interest to Decedent**

4 **Against BOREHAM, LSC and DOES 1-50**

5 207. PLAINTIFFS repeat, reiterate and re-allege each and every fact and/or  
6 allegation set forth in the prior paragraphs of this complaint with the same force and  
7 effect as though more fully set forth at length herein.

8 208. On or about June 10, 2019 and prior to Roxie’s death on June 28, 2019,  
9 Boreham through an agreement with Defendants Summerkids Camp and the Dimassas  
10 undertook to provide the American Heart Association (AHA) Heart Saver First Aid,  
11 CPR, and AED (automated external defibrillator) Training Course for financial  
12 consideration to Summerkids Camp employees, including Summerkids Camp  
13 Assistant Director Jamie Harrison. Boreham originally agreed with Defendant  
14 Summerkids and the DiMassa’s to provide the appropriate American Heart Association  
15 (AHA) Heart Saver First Aid, CPR, and AED (automated external defibrillator)  
16 Training Course, which took 7-9 hours to complete and adequately cover all of the  
17 AHA topics necessary to protect the children at Summerkids Camp, including Roxie,  
18 from cardiac arrest.

19 209. Boreham knew from his experience as a full time firefighter and  
20 paramedic for Riverside County, as well as an owner of a CPR, AED, and First Aid  
21 Training business, that the training which Boreham was rendering to Summerkids  
22 Camp employees, including Assistant Director Jaimie Harrison, was the type of  
23 training that Boreham knew from his experience as a full time firefighter and  
24 paramedic, to be necessary for the protection of the young minor campers at  
25 Summerkids Camp from cardiac arrest, particularly non-swimmers like six-year-old  
26 Roxie.

27 210. From Boreham’s experience as a full time firefighter and paramedic as  
28 well as an owner of a CPR, AED, and First Aid Training business, that in order to

1 safely that in order to train the Summerkids Camp employees, including Jaimie  
2 Harrison, adequately to be able to utilize CPR, AED, and First Aid, to resuscitate a  
3 young camper in cardiac arrest the full 7-9 hour the American Heart Association  
4 (AHA) Heart Saver First Aid, CPR, and AED (automated external defibrillator)  
5 Training Course was necessary to be provided to the Summerkids employees.

6 211. At all times Boreham could have required Defendants Summerkids and  
7 the Dimassa's to provide the Summerkids employees, including Jamie Harrison with  
8 the full 7-9 hours of training to protect the minor campers, including six year-old Roxie  
9 at Summerkids camp. Instead, Boreham failed to exercise reasonable care in the  
10 performance of this undertaking by deciding to only provide 3 to 3 ½ hours of training  
11 to the summer kids employees instead of the 7 to 9 hours required to properly provide  
12 the American Heart Association CPR, AED, and First Aid training necessary to  
13 properly train the Summerkids employees, including Jamie Harrison, to keep Roxie  
14 and other young minor campers at Summerkids Camp safe. Boreham specifically  
15 abbreviated the 7-9 hours of training to 3-3 ½ hours of training for his own benefit to  
16 not work long into the night after being late starting the training at 5 p.m. on or about  
17 June 10, 2019 and before Roxie's death of June 28, 2019. Boreham knew from his  
18 experience as a full time firefighter and paramedic as well as an owner of a CPR, AED,  
19 and First Aid Training business, that his abbreviated training could endanger all of the  
20 children at Summerkids Camp, putting all of these children at risk. Boreham's  
21 undertaking was to perform a duty that whereby he would properly and completely  
22 train the Summerkids employees including Defendant Jamie Harrison the American  
23 Heart Association (AHA) Heart Saver First Aid, CPR, and AED (automated external  
24 defibrillator) Training Course. Defendants Summerkids Camp and the Dimassas  
25 pledged to all camp parents, including the PLAINTIFFS, via Defendant Summerkids  
26 Camp and the Dimassas' communications pre-camp and during camp that all of  
27 Defendants' counselors and staff were CPR certified.

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1           212. As part of his agreement with Defendants Summerkids Camp and the  
2 Dimassas, Boreham would present Certificates of Completion to Summerkids camp  
3 employees, including Assistant Director Jamie Harrison, indicating that the  
4 Summerkids Employees had completed the entire 7 to 9 hour American Heart  
5 Association CPR/AED training course when in fact the Summerkids Camp employees  
6 including Jamie Harrison had only received 3 to 3 ½ hours of training. These  
7 Certificates of Completion of the American Heart Association CPR/AED First Aid  
8 Course was then used by Defendants Summerkids Camp and the DiMassas to convince  
9 and induce parents such as the Plaintiffs, into believing that this camp was safe, and  
10 as a consequence, enroll their young children, such as six-year-old non swimmer  
11 Roxie, in the Summerkids camp. Roxie’s mother, Elena Matyas, was told by Assistant  
12 Camp Director Jamie Harrison that Defendant Harrison was fully and properly certified  
13 in CPR and AED, causing Elena Matyas to believe that Summerkids Camp was a safe  
14 place for her non swimming six-year-old daughter, Roxie, and was an important factor  
15 in the Plaintiffs enrolling Roxie in the Summerkids Camp.

16           213. Boreham’s failure to exercise reasonable care in not providing the full 7-  
17 9 hours of American Heart Association CPR, AED, and First Aid training resulted in  
18 assistant camp director Jamie Harrison not knowing how to properly perform CPR,  
19 AED and First Aid. When Defendant Harrison attempted to perform resuscitation  
20 procedures on Roxie after Roxie was pulled from the Summerkids pool, Defendant  
21 Harrison did not know how to properly use CPR techniques and AED, which increased  
22 the risk of harm to six-year-old Roxie and was a cause of her death.

23           214. At all times, Roxie’s parents, the PLAINTIFFS, reasonably relied on  
24 Boreham’s undertaking to fully, completely and properly train the Summerkids  
25 employees, including Summerkids Assistant director Jamie Harrison, in CPR and  
26 AED.

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1           215. Boreham knew from his experience as a full time firefighter and  
2 paramedic for Riverside County, as well as an owner of a CPR, AED, and First Aid  
3 Training business that his undertaking to train Summerkids employees including  
4 Summerkids Assistant Director Jamie Harrison in CPR and AED was for the necessary  
5 protection of vulnerable young children campers at Summerkids Camp, including six-  
6 year-old Roxie.

7           216. From his experience as a full time firefighter and paramedic for Riverside  
8 County, as well as an owner of a CPR, AED, and First Aid Training business, it was  
9 self-evident to Boreham that properly and completely training Summerkids employees,  
10 including Summerkids Camp Director Jamie Harrison, was necessary for the  
11 protection of the young minor non-swimming campers attending Summerkids camp,  
12 including campers such as six-year-old Roxie.

13           217. At all times herein, Boreham knew that improper training of the  
14 Summerkids Camp employees including defendant Jamie Harrison could and did  
15 increase the risk of harm to the summer kids camp campers including the decedent,  
16 six-year-old Roxie Forbes with respect to the Summerkids employees, including  
17 Summerkids camp director Jamie Harrison. Summerkids employees received  
18 improper and incomplete CPR and AED training from Boreham such that said  
19 Summerkids employees were unable to perform proper CPR and AED techniques to  
20 resuscitate drowning victims at the camp, such as Roxie.

21           218. PLAINTIFFS are informed and believe, and thereon allege, that ROXIE's  
22 death was a direct and proximate result of the negligent acts and omissions of Boreham,  
23 and each of them, including DOES 1-50 as described herein.

24           219. PLAINTIFFS are informed and believe, and thereon allege, that ROXIE's  
25 death was a direct and proximate result of the grossly negligent acts and omissions of  
26 Boreham, and each of them, including DOES 1-50 as described herein.

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1           220. As a direct and proximate result of the aforementioned acts, omissions and  
2 conduct of the Boreham, PLAINTIFFS have sustained damages in a sum in excess of  
3 the minimum jurisdictional amount of this Court.

4           221. Borehams', and each of them, including DOES 1-50, actions, omissions,  
5 conduct, and behavior, were a substantial factor in causing PLAINTIFFS' harm.

6           222. As a proximate result of the negligence of Boreham, and each of them,  
7 including DOES 1-50, ROXIE died at the hospital on June 29, 2019.

8           223. At all times prior to ROXIE's death, except for when she was unconscious  
9 and in the hospital from June 28, 2019, to June 29, 2019, ROXIE lived with  
10 PLAINTIFFS, and was a loving and dutiful daughter.

11           224. As discussed herein, PLAINTIFFS are entitled under Section 377.60 of the  
12 California Code of Civil Procedure to bring action on behalf of ROXIE. PLAINTIFFS  
13 have and will sustain pecuniary and non-pecuniary losses by reasons of the death of  
14 ROXIE. DEFENDANTS, and each of them, and DOES 1-50, inclusive, are liable for  
15 the wrongful death of ROXIE stemming from the herein allegations.

16           225. As a proximate and legal result of Boreham's conduct, PLAINTIFFS have  
17 been injured in an amount not presently ascertained. Such damages include loss of  
18 comfort and companionship, loss of affection, society, moral support, emotional pain,  
19 distress and suffering, and general damages in an amount to be determined at trial.  
20 PLAINTIFFS also seek compensation for the emotional pain, torment, mental anguish  
21 and suffering that they have suffered and in reasonable probability will continue to  
22 suffer in connection with the untimely death of ROXIE.

23           226. As a direct and proximate result of the foregoing wrongful death of ROXIE  
24 caused by the tortious conduct of Boreham, and each of them, including DOES 1-50  
25 PLAINTIFFS are entitled to and demand damages against Defendants, jointly and  
26 severally, including but not limited to general, special, and punitive damages.

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