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6 Attorneys for Plaintiffs,
7 Matthew Kittle, Elena Kittle, and C.K.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES

10 MATTHEW KITTLE, an individual;
11 ELENA KITTLE, an individual; and
12 C.K., a minor, by and through his
13 Guardian *ad Litem*, Elena Kittle,
14 Plaintiff,

15 *Plaintiff,*

16 v.

17 THE BAY CLUBS COMPANY, LLC,
18 a Delaware limited liability company
19 doing business in California; BAY
20 CLUB SOUTH BAY, LLC, a Delaware
21 limited liability company doing
22 business in California; and DOES 1-20,
23 inclusive,

24 *Defendants.*

Case No.:

COMPLAINT FOR DAMAGES:

1. NEGLIGENCE
2. NEGLIGENCE PER SE
3. NEGLIGENT HIRING
RETENTION AND SUPERVISION
4. NEGLIGENT INFLECTION OF
EMOTIONAL DISTRESS
5. FRAUD – INTENTIONAL
CONCEALMENT
6. INTENTIONAL INFLECTION OF
EMOTIONAL DISTRESS
7. BATTERY

DEMAND FOR TRIAL BY JURY

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TO THIS HONORABLE COURT AND ALL INTERESTED PARTIES:

NOW COMES Plaintiffs MATTHEW KITTLE, ELENA KITTLE, and C.K., a minor, by and through his Guardian *ad Litem*, Elena Kittle, allege causes of action against Defendants THE BAY CLUBS COMPANY, LLC, BAY CLUB SOUTH BAY, LLC, and DOES 1 through 20, inclusive (collectively, “Defendants” or the “Bay Club”), for monetary and injunctive relief as follows:

NATURE OF THE ACTION

1. The Bay Club is a fitness club in El Segundo that operates an illegal, unlicensed day care facility.
2. Plaintiff C.K., at the age of 23 months, was seriously injured by an employee of the Bay Club who was providing him with childcare. C.K. was tossed up into the air, approximately 6 feet above the ground, by a Bay Club employee. The employee failed to catch him and C.K. fell to the ground and smashed his head on the hardwood floor. Then the employee fell backwards and landed on top of him. As a result of the incident, C.K. suffered a traumatic brain injury.
3. The Bay Club lied to C.K.’s parents about the severity of his injury and how the incident occurred. The Bay Club falsely represented that an employee fell over while she was in a squatting position and holding C.K., and that C.K. was only about 1.5 feet above the ground when the fall occurred. This was a complete lie. Security footage that Plaintiffs obtained from the Bay Club a few days after the incident proves that the Bay Club’s description of the incident was intentionally false and misleading.

THE PARTIES

4. Plaintiff Matthew Kittle (“Mr. Kittle”) is and was an individual domiciled in the County of Los Angeles, California at all relevant times mentioned herein. Mr. Kittle is spouse of Mrs. Kittle and the father of C.K.



1 5. Plaintiff Elena Kittle (“Mrs. Kittle”) is and was an individual domiciled in the
2 County of Los Angeles, California at all relevant times mentioned herein. Mrs. Kittle is the
3 mother of C.K.

4 6. Plaintiff C.K. is and was an individual domiciled in the County of Los
5 Angeles, California at all relevant times mentioned herein. C.K., at all relevant times
6 mentioned herein, was a minor. He will be represented by a Guardian *ad Litem* in this
7 litigation, his mother, Elena Kittle, who will seek an order appointing her a Guardian *ad*
8 *Litem* for purposes of this litigation.

9 7. Defendant The Bay Clubs Company, LLC is and was at all relevant times
10 mentioned herein a limited liability company organized under the laws of the State of
11 Delaware and registered to do business in California and conducting business in California,
12 with its principal place of business located at 1620 Montgomery Street, Unit 250, San
13 Francisco, California 94111. Defendant The Bay Clubs Company, LLC owns and/or
14 operates Manhattan Country Club, located at 1330 Parkview Ave, Manhattan Beach, CA
15 90266. Defendant The Bay Clubs Company, LLC also owns and/or operates Bay Club El
16 Segundo, and The Clubhouse at Bay Club El Segundo, located at 2250 Park Place, El
17 Segundo, CA 90245.

18 8. Defendant Bay Club South Bay, LLC is and was at all relevant times
19 mentioned herein a limited liability company organized under the laws of the State of
20 Delaware and registered to do business in California and conducting business in California.
21 Defendant Bay Club South Bay, LLC owns and/or operates Manhattan Country Club,
22 located at 1330 Parkview Ave, Manhattan Beach, CA 90266. Defendant Bay Club South
23 Bay, LLC also owns and/or operates Bay Club El Segundo, and The Clubhouse at Bay Club
24 El Segundo, located at 2250 Park Place, El Segundo, CA 90245.

25 9. Defendants are liable for the acts of their employees committed within the
26 scope of their employment, including but not limited to employees of the Clubhouse.
27 Defendants are vicariously liable including, but not limited to, the under the doctrines of
28 respondeat superior, actual agency, and/or ostensible agency.



1 Procedure §§ 410.10 and 410.50, by virtue of the fact that this is a civil action in which the
2 matter in controversy, exclusive of interest, exceeds twenty-five thousand dollars (\$25,000),
3 because each cause of action asserted arises under the laws of the State of California or is
4 subject to adjudication in the Courts of the State of California.

5 14. This Court has personal jurisdiction over the Defendants, and each of them,
6 because they are all residents and/or conduct business in the State of California.

7 15. Venue is proper in the Superior Court of the County of Los Angeles pursuant
8 to California Code of Civil Procedure §395 because the injury occurred in the County of
9 Los Angeles, State of California.

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11 **THE BAY CLUB’S FACILITIES**

12 16. The Bay Club owns and operates private fitness and country clubs located
13 throughout California (and the United States). The Bay Club has over 140,000 members
14 and 30 locations. The Bay Club describes itself as a hospitality company with a focus on
15 fitness, sports and outdoor recreation, with a portfolio of resort-inspired campuses
16 throughout California. The Bay Club’s website is: <https://www.bayclubs.com/>.

17 17. The Bay Club owns and operates Manhattan Country Club, which features a
18 12,000 square-foot fitness center, 16 tennis courts, 7 pickleball courts, squash and
19 racquetball courts, swimming pool, group exercise and training classes, multiple
20 restaurants, and lounge and meeting spaces.

21 18. The Bay Club owns and operates a fitness club located in a 105,000-square-
22 foot location in El Segundo, California that includes a fitness center, swimming pool,
23 basketball court, yoga studio, dance studio, cycling studio, restaurant and meeting spaces
24 (“Bay Club El Segundo”). The Bay Club represents that Bay Club El Segundo “offers a
25 resort-style destination” with “family fun for the kids.”

26 19. The Bay Club offers “Shared Memberships” for family members in exchange
27 for payment of monthly dues. Memberships for families with children offer access to the
28 club’s amenities, including complimentary childcare at Bay Club El Segundo’s, the



1 Clubhouse (the “Clubhouse” or the “El Segundo Clubhouse”). Located on the campus of
2 Bay Club El Segundo, the El Segundo Clubhouse is a 14,000 square foot “childcare center”
3 at which children of all ages participate in organized activities and/or engage in supervised
4 play in the Clubhouse’s Activity Zones, which include: (1) Construction Zone: LEGOs and
5 customizable race tracks; (2) Life-Size Playhouse: American Girl and Barbie dolls; (3)
6 Performing Arts Stage: Singing, dancing, film-making, and more; (4) Maker Space: Arts,
7 crafts, and group STEAM activities; (5) Dramatic Play Zone: Mini town; and (6) Chill
8 Zone: Quiet reading and relaxation. The website for the Clubhouse is:

9 <https://www.bayclubs.com/amenity/the-clubhouse/>.

10 20. The Kittle family joined Manhattan Country Club via a Club West Gold
11 Manhattan Country Club Family membership plan. The Club West Gold Manhattan
12 Country Club Family membership plan is the Bay Club’s top-tier plan. It provided the Kittle
13 family with full access to all Bay Club locations, including Bay Club El Segundo and the
14 El Segundo Clubhouse. Mrs. Kittle signed a Membership Agreement on July 19, 2023 and
15 Mr. Kittle signed a Membership Agreement on July 24, 2023.

16
17 **THE BAY CLUB IS SUBJECT TO CALIFORNIA LICENSING REQUIREMENTS**

18 21. The State of California enacted the Child Day Care Act (the “Act”; Cal.
19 Health & Safety Code §§ 1596.80, et seq.) and implemented an extensive regulatory scheme
20 that requires child daycare facilities to maintain a license with the State’s Department of
21 Social Services (“DSS”). DSS acts as a monitoring and enforcement agency, ensuring
22 continued compliance with the Child Day Care Act once providers obtain their licenses. *Id.*
23 at §1596.878. This monitoring and enforcement power includes the power to enter and
24 inspect any child daycare facility at any time, with or without advance notice, to secure
25 compliance with, or to prevent a violation of the Act and its rules and regulations. *Id.* at
26 §1596.852. A licensed facility must comply with the Act and relevant DSS regulations. *Id.*
27 at §§ 1596.95(a), 1596.81, 1596.856. “No firm, partnership, association, or corporation
28 shall operate, establish, manage, conduct, or maintain a child day care facility in [California]



1 without a current valid license.” *Id.* at §1596.80. Violations of statutes and regulations carry
2 criminal liability and civil penalties. *Id.* at §§1596.890, 1596.99.

3 22. There are several statutory exemptions from licensure provided in the Act,
4 including: “Any child daycare program that offers temporary childcare services to parents
5 and that satisfies both of the following: (1) The services are only provided to parents and
6 guardians who are on the same premises as the site of the child daycare program; and (2)
7 The child daycare program is not operated on the site of a ski facility, shopping mall,
8 department store, or any other similar site identified by the department by regulation.”
9 *Id.* at §1596.792(k). The Bay Club does not fall within this exception.

10 23. The Bay Club and the El Segundo Clubhouse are not licensed by DSS.

11 24. The Bay Club incorrectly maintains it is exempt from licensing requirements
12 and regulations because it has a policy that the parent or guardian must remain “on the
13 property at all times” while their children are at the El Segundo Clubhouse. However, this
14 policy and/or the implementation of said policy does not satisfy the requirements for an
15 exemption because members/parents/guardians are not required to remain on the premises
16 of Bay Club El Segundo.

17 25. Members of Manhattan Country Club, including Mr. and Mrs. Kittle, are
18 entitled as a membership benefit to utilize daycare services provided by The Bay Club at
19 the El Segundo Clubhouse. When the child of a member of Manhattan Country Club is
20 being cared for at the Clubhouse, the member is not required to stay on the premises of Bay
21 Club El Segundo. Instead, the member is permitted to go to Manhattan Country Club, which
22 is one (1) mile away from Bay Club El Segundo and the Clubhouse. In fact, when a member
23 checks-in their child at the Clubhouse, they are required to state whether they will be at Bay
24 Club El Segundo or Manhattan Country Club. In cases where the member/parent/guardian
25 goes to Manhattan Country Club, they are necessarily not on the premises of Bay Club El
26 Segundo.

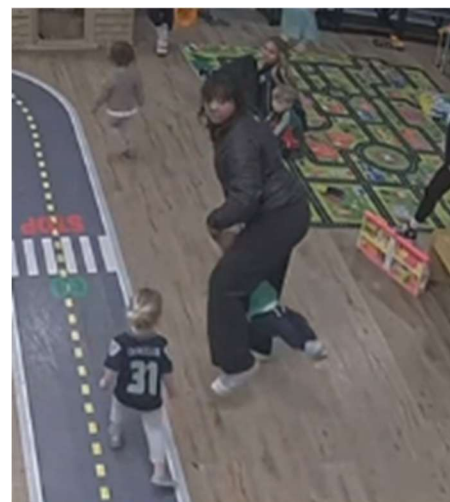


FACTUAL ALLEGATIONS

26. In the morning of March 17, 2025 at 8:35 a.m., C.K., age 23 months, visited Bay Club El Segundo and was dropped off at the El Segundo Clubhouse by his father, Plaintiff Matthew Kittle. The Bay Club asked Mr. Kittle to provide certain information at the time he was signing-in C.K. at the Clubhouse. Mr. Kittle was asked for an estimated pick-up time, to which he responded that C.K. would be picked up at 11:30 a.m. Mr. Kittle was also asked if he would be at Bay Club El Segundo or Manhattan Country Club for the next three hours, to which he responded that he would be at Manhattan Country Club. These responses were recorded by the Bay Club in its reservation system.



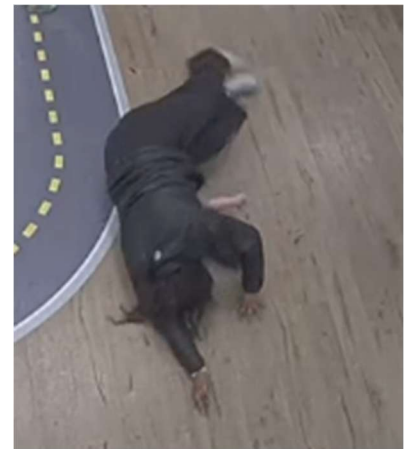
27. At 9:20 a.m. on March 17, 2025, C.K. was injured by an employee of the Bay Club in an incident that was recorded on the Bay Club’s camera system. A female employee was holding C.K. by his hands. The employee intentionally swung C.K. between her legs.



1 Then the employee hoisted C.K. up into the air and over her head. The employee released
2 C.K.'s hands while he was above the employee's head, at which point C.K. was
3 approximately 6 feet above the ground.



13 The employee failed to catch him and C.K. fell to the floor behind the employee. C.K.
14 smashed his head on the hardwood floor. Then the employee fell backwards and landed on
15 top of him. C.K. began crying hysterically.



24 As seen on the video, the other adults in the room were aghast at the severity of the incident.
25 The video can be viewed by clicking this link: [Bay Club injury video](#)

26 28. At 9:28 a.m. on March 17, 2025, Mrs. Kittle received a missed telephone call
27 from the Bay Club. At 9:30 a.m., Mr. Kittle received a call from the Bay Club stating that
28



1 C.K. had “fallen” and had since “calmed down.” The Bay Club wanted to know if Mr. or
2 Mrs. Kittle would like to come and pick up C.K. The staff member stated that she did not
3 think they needed to pick up C.K., but wanted to let them know that an incident took place.
4 In doing so, she downplayed the significance of what actually happened. Mr. Kittle
5 responded that he would talk to Mrs. Kittle and call back.

6 29. At 9:34 a.m. on March 17, 2025, Mr. Kittle called the Bay Club and was told
7 that he was not permitted to speak directly to staff at the El Segundo Clubhouse. So, instead,
8 he conveyed a message to the Bay Club staff, stating that because he was told that C.K. was
9 calm and not injured, they would pick him at the end of his scheduled session.

10 30. At 9:45 a.m. on March 17, 2025, the Bay Club called Mr. Kittle and
11 suggested that C.K. needed to be picked up and stated that they had not been able to settle
12 C.K. down. The Bay Club gave Mr. Kittle the impression that C.K. only sustained a minor
13 injury and that it was C.K. who was causing stress on the staff which required a parent to
14 retrieve the child.

15 31. At approximately 10:10 a.m. on March 17, 2025, Mr. Kittle went to the Bay
16 Club to retrieve his son. Mr. Kittle observed that his son’s injury was far more serious than
17 he was led to believe by the Bay Club. The right side of C.K.’s face was badly bruised. His
18 right eye was swollen shut and his mouth was swollen. Mr. Kittle left with C.K.

19 32. Upon arriving home, C.K. was extremely drowsy, lethargic, and irritable. Mr.
20 and Mrs. Kittle became very concerned about C.K.’s condition.

21 33. At 10:44 a.m. on March 17, 2025, Mrs. Kittle spoke with an employee who
22 described herself as the Aquatics Director at the Bay Club El Segundo, who stated that C.K.
23 was being held by an employee who fell over while she was in a squatting position, and that
24 C.K. was only about “1.5 feet above the ground” when the fall occurred. The information
25 conveyed by the Bay Club was not truthful. The Aquatics Director also stated that C.K.
26 wanted to go to sleep immediately after the fall and that the Bay Club’s employees had
27 trouble keeping him awake.
28



1 34. At 11:36 a.m. on March 17, 2025, C.K. was checked in to the emergency
2 room at Providence Little Company of Mary Medical Center in Torrance, California “for
3 evaluation of blunt head trauma.”

4 35. Plaintiffs repeated the Bay Club’s lies about the incident to the medical staff
5 at the hospital. The medical staff questioned the accuracy of the Bay Club’s description of
6 the incident because the injuries were not consistent with a fall from 1.5 feet, and they
7 suggested that Mrs. Kittle verify the details of the incident.

8 36. C.K. underwent a CT scan and a neurological examination, after which he
9 was diagnosed with a concussion (a/k/a traumatic brain injury), blunt head trauma, and
10 facial abrasion.

11 **Impression:**

- 12 1. Blunt head trauma, initial encounter
- 13 2. Concussion without loss of consciousness, initial encounter
- 14 3. Facial abrasion, initial encounter

15 37. At 2:22 p.m. on March 17, 2025, Mrs. Kittle spoke with the Bay Club’s
16 General Manager, Ann Glaser, who stated that she reviewed the video of the incident. The
17 General Manager represented that C.K. was in an employee’s arms, the employee lost her
18 balance, and then C.K. was dropped on his legs, arm, and then head from approximately 1.5
19 feet above the ground. Again, the information conveyed by the Bay Club was not truthful.

20 38. On March 18, 2025, C.K. was taken to his pediatrician. Mrs. Kittle relayed to
21 the pediatrician all the false information provided by the Bay Club on the previous day,
22 including that The Bay Club manager watched the video and represented that C.K. only fell
23 1.5 feet. The physician questioned the truthfulness of the drop being only 1.5 feet.

24 **History of Present Illness:**

25 [REDACTED] is a 23 m.o. male who presented today with his mother

26 He was at the Bay Club gym yesterday.

27 He was reportedly being held by an attendant.

28 The attendant tripped.

By her report, she was able to keep in her arms until just about 1-2 feet from the ground.

Landed on feet, then arm and then head.

No LOC or vomiting.

This was all recounted by the Bay Club manager who reviewed the video.

Parents have requested to see the video but have not been allowed to see it.

When he was picked up from the daycare, he was drowsy so parents took him to PLCOM ED.



1 39. Plaintiffs were unsatisfied with the story they were receiving from
2 Defendants, so they insisted on receiving the video of the incident. On March 21, 2025, the
3 Bay Club provided the video to Mr. and Mrs. Kittle. When they saw the video, they were
4 shocked by the severity of the fall C.K. experienced, as well as the fact that the Bay Club
5 tried to cover up the true nature of the incident. The Bay Club is entrusted by parents in the
6 local community to provide care and supervision for their young children. The conduct of
7 the Bay Club was reckless and outrageous, especially considering that it involved a 23-
8 month-old child. Then the Bay Club compounded their culpability by concealing the
9 circumstances under which C.K.’s injuries were sustained. C.K. was not even close to 1.5
10 feet above the ground prior to the incident, as misrepresented by the Bay Club’s
11 management. Having been flung into the air, C.K. was at least 6 feet above the ground when
12 he fell and landed on his head on the wooden floor.

13 40. The Bay Club’s Incident Report states: “When [Bay Club employee] went to
14 pick [C.K.] up, she lost her footing. When she fell, she caught [C.K.], helping avoid him
15 hitting the ground...” The video proved that the Incident Report was intentionally created
16 by the Bay Club to be false and misleading.

17 41. In the days and weeks following the incident, C.K. continued to exhibit
18 symptoms related to a traumatic event and a brain injury, including sensitivity to light and
19 sound, irritability, irregular sleep, lethargy, and attachment issues.

20 42. C.K.’s condition was not improving. On April 9, 2025, C.K. was evaluated
21 by a neurology specialist at the UCLA Concussion Clinic who noted that C.K. was still
22 experiencing concussion symptoms, which was apparent even though he was “non-verbal
23 at this time.” It was assessed that C.K. suffered a “definite concussion with a discrete
24 enough force and clinical signs that indicate he's in pain and behavioral changes.”

Assessment:

2 y.o. male patient with no PMHx with mTBI from fall(non-sport) on 3/17/25.

Pt with a definite concussion with a discrete enough force and clinical signs that indicate he's in pain and behavioral changes. Pt guards his head at times and is sensitive to loud noises, recommend Motrin as needed for likely post traumatic headaches.



1 52. Defendants owned, operated, managed, controlled, supervised, and/or
2 maintained a childcare facility, daycare center, children’s program, or childcare operation
3 at the subject premises.

4 53. Defendants owed a duty to exercise reasonable care in the supervision,
5 protection, custody, and care of minor children entrusted to them. Defendants breached their
6 duty in that they failed to adhere to the statute and regulations set forth in the California
7 Health and Safety Code and Title 22 of the California Code of Regulations, which were
8 enacted to protect children from the type of harm suffered by C.K.

9 54. Defendants violated one or more statutes, regulations, and safety
10 requirements applicable to the operation of childcare facilities, including but not limited to
11 requirements concerning licensure, supervision of children, staffing, employee
12 qualifications, safety procedures, and protection of children from foreseeable injury,
13 including but not limited to the following:

14 a) California Health & Safety Code §1596.80, which requires that an
15 entity obtain a license before operating a child day care facility.

16 b) California Health & Safety Code §1596.99, which establishes civil
17 penalties for any violation that DSS determines resulted in the injury or illness of a child,
18 among other things.

19 c) 22 California Code of Regulations §101216(a), which provides that
20 “child care center personnel shall be competent to provide the services necessary to meet
21 the individual needs of children in care and shall at all times be employed in numbers
22 sufficient to meet those needs.”

23 d) 22 California Code of Regulations §101223(a), which provides that
24 “the licensee shall ensure that each child is accorded the following rights: (1) To be
25 accorded dignity in his/her personal relationships with staff and other persons; (2) To be
26 accorded safe, healthful and comfortable accommodations, furnishings and equipment to
27 mee his/her needs; and (3) To be free from corporal or unusual punishment, infliction of
28 pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse or other actions of a



1 punitive nature including but not limited to: interference with functions of daily living
2 including eating, sleeping or toileting; or withholding of shelter, clothing, medication or
3 aids to physical functioning.”

4 e) 22 California Code of Regulations §101226(b), which provides that
5 “the licensee shall make prompt arrangements for obtaining medical treatment for any child
6 if necessary.”

7 f) 22 California Code of Regulations §101229, which provides that “the
8 licensee shall provide care and supervision as necessary to meet the children’s needs.”

9 55. C.K. was among the class of persons for whose protection the foregoing
10 statutes and regulations were enacted.

11 56. The injuries and damages sustained by C.K. were of the nature that the
12 foregoing statutes and regulations were designed to prevent.

13 57. Defendants’ violations of the foregoing statutes and regulations constituted
14 negligence per se pursuant to *Evidence Code* section 669.

15 58. As a direct and proximate result of the conduct of Defendants, C.K. was hurt
16 and injured in his health, strength, and activity, sustaining injury to his body, and shock,
17 strain, pain and suffering, all of which said injuries have caused and continue to cause C.K.
18 great physical and mental pain and suffering. Plaintiffs are informed and believe, and
19 thereon allege, that the injuries will result in some permanent disability and/or susceptibility
20 to further head injury, all to C.K.’s general damage in an amount to be shown according to
21 proof at the time of trial.

22 59. As a direct and proximate result of the conduct of Defendants, C.K. has
23 suffered emotional distress and mental anguish in an amount to be proved at the time of
24 trial.

25 60. As a direct and proximate result of the conduct of Defendants, C.K. was
26 required and did employ health care professionals to examine, treat, and care for him, and
27 did incur medical and incidental expenses in an amount to be shown according to proof at
28 the time of trial. Plaintiffs are informed and believes, and thereon alleges, that he will



1 continue to incur medical and related expenses in an amount to be shown to proof at the
2 time of trial.

3 61. As a direct and proximate result of the conduct of Defendants, C.K. has
4 suffered additional general and special damages in an amount to be shown according to
5 proof at the time of trial.

6
7 **THIRD CAUSE OF ACTION**
8 **NEGLIGENT HIRING, SUPERVISION AND RETENTION**
9 **(Plaintiff C.K. Against All Defendants)**

10 60. Plaintiffs hereby reallege and incorporate by reference each and every
11 allegation contained in paragraphs 1 through 43 of the Complaint with the same force and
12 effect as if fully set forth at length herein.

13 61. Defendants hired, supervised and retained the El Segundo Clubhouse
14 employees who injured C.K. and made false statements to Plaintiffs.

15 62. Defendants owed a duty to provide reasonable supervision of the Clubhouse
16 employees who injured C.K. and to provide adequate warning of an employee's
17 incompetence and/or unfitness for the position. Defendants owed a duty to provide
18 reasonable supervision of Clubhouse employees, and to use reasonable care in investigating
19 the background of Clubhouse employees. Defendants owed a duty to not hire and/or retain
20 the Clubhouse employee who injured C.K., given her incompetence and unfitness for the
21 position, which Defendants knew or reasonably should have known had they engaged in a
22 meaningful and adequate investigation.

23 63. Defendants were the employer of the Clubhouse employees and Defendants
24 are vicariously liable for their acts, including but not limited to under the doctrines of
25 respondeat superior, actual agency, and/or ostensible agency.

26 64. Defendants knew or should have reasonably known that the Clubhouse
27 employee who injured C.K. was an unfit caregiver. Despite such knowledge, Defendants
28 failed to supervise the Clubhouse employee who injured C.K. in her position of trust and



1 authority as a caregiver, where she was able to commit wrongful and negligent acts against
2 C.K. Defendants failed to provide reasonable supervision of the Clubhouse employee who
3 injured C.K., failed to use reasonable care in investigating her background, and failed to
4 provide adequate warnings to C.K.’s parents of the unfitness of the Clubhouse employee
5 who injured C.K.

6 65. At no time during the periods of time alleged did Defendants have in place a
7 system or procedure to reasonably investigate, supervise and/or monitor caregivers,
8 including the Clubhouse employee who injured C.K., nor did they implement any system
9 or procedure to oversee or monitor C.K., and the others in Defendants’ care.

10 66. Defendants breached their duties owed to C.K. by negligently hiring,
11 retaining, and failing to properly supervise the employee who injured C.K. Defendants’
12 conduct was an extreme departure from the ordinary standard of care and a want of even
13 scant care for the safety of others, amounting to gross negligence.

14 67. Defendants’ acts and omissions were a substantial factor in causing harm to
15 C.K.

16 68. As a direct and proximate result of the conduct of Defendants, C.K. was hurt
17 and injured in his health, strength, and activity, sustaining injury to his body, and shock,
18 strain, pain and suffering, all of which said injuries have caused and continue to cause C.K.
19 great physical and mental pain and suffering. Plaintiffs are informed and believe, and
20 thereon allege, that the injuries will result in some permanent disability and/or susceptibility
21 to further head injury, all to C.K.’s general damage in an amount to be shown according to
22 proof at the time of trial.

23 69. As a direct and proximate result of the conduct of Defendants, C.K. has
24 suffered emotional distress and mental anguish in an amount to be proved at the time of
25 trial.

26 70. As a direct and proximate result of the conduct of Defendants, C.K. was
27 required and did employ health care professionals to examine, treat, and care for him, and
28 did incur medical and incidental expenses in an amount to be shown according to proof at



1 the time of trial. Plaintiff is informed and believes, and thereon alleges, that he will continue
2 to incur medical and related expenses in an amount to be shown to proof at the time of trial.

3 71. As a direct and proximate result of the conduct of Defendants, C.K. has
4 suffered additional general and special damages in an amount to be shown according to
5 proof at the time of trial.

6
7 **FOURTH CAUSE OF ACTION**
8 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
9 **(Plaintiff C.K. Against All Defendants)**

10 60. Plaintiffs hereby reallege and incorporate by reference each and every
11 allegation contained in paragraphs 1 through 43 of the Complaint with the same force and
12 effect as if fully set forth at length herein.

13 61. Defendants owed a duty to exercise reasonable care in the supervision,
14 protection, custody, and care of minor children entrusted to them, including C.K.
15 Defendants also owed C.K. a duty to supervise, and a duty not to hire and/or retain the
16 employee who injured C.K., given her incompetence and unfitness for the position, which
17 Defendants knew of or should have known of.

18 62. Defendants breached their duties owed to C.K. by negligently causing him to
19 sustain injuries, and by negligently hiring, retaining, and failing to properly supervise the
20 employee who injured C.K.

21 63. C.K. was battered and has suffered and will continue to suffer severe
22 emotional distress.

23 64. Defendants' acts and omissions were a substantial factor in causing C.K. to
24 suffer severe emotional distress.

25 65. As a direct and proximate result of the conduct of Defendants, C.K. suffered
26 severe emotional distress and mental anguish in an amount to be proved at the time of trial.

27 66. As a direct and proximate result of the conduct of Defendants, C.K. was
28 required and did employ health care professionals to examine, treat, and care for him, and



1 did incur medical and incidental expenses in an amount to be shown according to proof at
2 the time of trial. Plaintiff is informed and believes, and thereon alleges, that he will continue
3 to incur medical and related expenses in an amount to be shown to proof at the time of trial.

4 67. As a direct and proximate result of the conduct of Defendants, C.K. suffered
5 additional general and special damages in an amount to be shown according to proof at the
6 time of trial.

7
8 **FIFTH CAUSE OF ACTION**

9 **FRAUD – INTENTIONAL CONCEALMENT**

10 **(All Plaintiffs Against All Defendants)**

11 72. Plaintiffs hereby reallege and incorporate by reference each and every
12 allegation contained in paragraphs 1 through 43 of the Complaint with the same force and
13 effect as if fully set forth at length herein.

14 73. Defendants concealed and/or suppressed from Plaintiffs important facts, and
15 attempted to prevent Plaintiffs from discovering certain facts, including but not limited to
16 facts about the nature and cause of C.K.’s injuries, the nature of Defendants’ childcare
17 program, licensing requirements and status, staffing levels, and employee supervision
18 practices.

19 74. Defendant owed a duty to disclose these facts to Plaintiffs.

20 75. Defendants intentionally concealed and/or suppressed facts with the intent to
21 defraud and mislead Plaintiffs, and conceal the true nature and extent of Defendants’ bad
22 conduct.

23 76. Plaintiffs were unaware of these facts and would not have acted as they did if
24 they had known of the concealed or suppressed facts.

25 77. The fraudulent concealment alleged herein was committed by one or more
26 officers, directors, or managing agents of Defendants, acting within the course and scope of
27 their employment and with advance knowledge of the falsity of the concealed facts and the
28



1 resulting danger to Plaintiffs. The conduct was carried out with the intent to deceive
2 Plaintiffs and induce reliance.

3 78. The fraudulent concealment described herein was authorized, approved,
4 and/or ratified by Defendants' officers, directors, and/or managing agents, who had advance
5 knowledge of the material facts concealed from Plaintiff and intentionally permitted or
6 directed the concealment.

7 79. Defendants' conduct was a substantial factor in causing harm to Plaintiffs.

8 80. As a direct and proximate result of the conduct of Defendants, Plaintiffs were
9 damaged in an amount according to proof at trial in excess of the minimum jurisdiction of
10 this Court.

11 81. Defendants' actions were fraudulent, malicious, unconscionable and
12 oppressive, were committed by, authorized by, or ratified by officers, directors, and/or
13 managing agents of Defendants within the meaning of California *Civil Code* section
14 3294(b), and were undertaken with conscious disregard of Plaintiffs' rights and well-being.
15 This conduct entitles Plaintiffs to an award of exemplary and punitive damages in an
16 amount appropriate to punish or make an example of Defendants, according to proof.

17
18 **SIXTH CAUSE OF ACTION**

19 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

20 **(Plaintiffs Matthew Kittle and Elena Kittle Against All Defendants)**

21 68. Plaintiffs hereby reallege and incorporate by reference each and every
22 allegation contained in paragraphs 1 through 43 of the Complaint with the same force and
23 effect as if fully set forth at length herein.

24 69. The Bay Club's false statements and attempts to cover-up their conduct
25 toward C.K., as described herein, was intentional, malicious, extreme and outrageous.

26 70. Defendants' conduct was intended to cause harm to Plaintiffs. Defendants
27 acted with reckless disregard of the probability that Plaintiffs would suffer emotional
28 distress.



1 Defendants aided and abetted the subject conduct by their acts and/or omissions, including
2 but not limited to failing to perform proper background checks, properly supervise and/or
3 take appropriate action before, during and after the harmful and offensive physical contact
4 occurred.

5 80. As a direct and proximate result of the conduct of Defendants, C.K. was hurt
6 and injured in his health, strength, and activity, sustaining injury to his body, and shock,
7 strain, pain and suffering, all of which said injuries have caused and continue to cause C.K.
8 great physical and mental pain and suffering. Plaintiffs are informed and believe, and
9 thereon allege, that the injuries will result in some permanent disability and/or susceptibility
10 to further head injury, all to C.K.'s general damage in an amount to be shown according to
11 proof at the time of trial.

12 81. As a direct and proximate result of the conduct of Defendants, C.K. has
13 suffered emotional distress and mental anguish in an amount to be proved at the time of
14 trial.

15 82. As a direct and proximate result of the conduct of Defendants, C.K. was
16 required and did employ health care professionals to examine, treat, and care for him, and
17 did incur medical and incidental expenses in an amount to be shown according to proof at
18 the time of trial. Plaintiffs are informed and believes, and thereon alleges, that he will
19 continue to incur medical and related expenses in an amount to be shown to proof at the
20 time of trial.

21 83. As a direct and proximate result of the conduct of Defendants, C.K. has
22 suffered additional general and special damages in an amount to be shown according to
23 proof at the time of trial.

24 84. Defendants' conduct was malicious, unconscionable and oppressive, and was
25 undertaken with conscious disregard of Plaintiffs' rights and well-being. This conduct
26 entitles Plaintiffs to an award of exemplary and punitive damages in an amount appropriate
27 to punish or make an example of Defendants, according to proof.
28



DEMAND FOR JURY TRIAL

85. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment against Defendants as follows:

1. For all past and future general damages in an amount according to proof at the time of trial;
2. For all past and future special damages in excess of this Court’s minimum jurisdictional limits and according to proof at the time of trial;
3. For exemplary and punitive damages, according to proof;
4. For civil and statutory penalties, to the extent authorized or permitted by law;
5. For prejudgment interest, to the extent authorized or permitted by law;
6. For attorneys’ fees, to the extent authorized or permitted by law;
7. For all costs of suit incurred herein, to the extent authorized or permitted by law; and
8. For such other and further relief as the Court deems just and proper.

DATED: July 2, 2026

ROSEN ♦ SABA, LLP

By:



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Matthew Kittle, Elena Kittle,
and C.K.

