

IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO

Court of Appeals of New Mexico
Filed 8/31/2026 9:02 AM

Opinion Number: _____

Filing Date: August 31, 2026



Mark Reynolds

No. A-1-CA-42446

JOHN DOE 13,

Plaintiff-Appellant,

v.

**BOYS & GIRLS CLUBS
OF AMERICA, INC.,**

Defendant-Appellee,

and

**BOYS & GIRLS CLUBS OF CENTRAL
NEW MEXICO, DOMINIC YANNONI, and
DAVID MICHAELBACK,**

Defendants.

APPEAL FROM THE DISTRICT COURT OF BERNALILLO COUNTY

Nancy J. Franchini, District Court Judge

Buchanan Law Firm
Deena L. Buchanan
Albuquerque, NM

Early Sullivan Wright Gizer & McRae LLP
Devin A. McRae
Peter D. Scott
Los Angeles, CA

for Appellant

1 Modrall, Sperling, Roehl, Harris & Sisk, P.A.
2 Alex C. Walker
3 Tiffany L. Roach Martin
4 Emmalee M. Johnston
5 Albuquerque, NM
6 for Appellee

OPINION

HANISEE, Judge.

{1} This appeal arises from a lawsuit brought by Appellant John Doe 13 against Appellee Boys & Girls Clubs of America, Inc. (BGCA), Defendants Boys & Girls Clubs of Central New Mexico (BGCCNM), and the latter's former directors Dominic Yannoni and David Michaelback. The complaint raised several allegations of sexual abuse spanning nearly a decade, and this case is one of thirteen filed against BGCA, BGCCNM, Yannoni, and Michaelback. Appellant appeals the district court's order granting BGCA's three motions for summary judgment. Appellant primarily asserts that the district court erred in concluding that BGCA exercised no control over BGCCNM or its employees, and also in considering some and rejecting other evidence pertinent to that determination. We affirm in part, reverse in part, and remand for a jury trial.

BACKGROUND

{2} In the late 1980s, Appellant was a youth attendee at BGCCNM in Albuquerque, New Mexico. From ages ten to eighteen, Appellant alleges he was groomed and sexually abused by Yannoni and Michaelback on several occasions during his time as both an attendee and later as an employee of BGCCNM. As an adult, Appellant filed this suit against BGCA, BGCCNM, Yannoni, and Michaelback stemming from the abuse he alleged occurred at BGCCNM.

1 {3} Relevant to this appeal, Appellant’s claims against BGCA—the overarching
2 national organization with which BGCCNM affiliates—allege negligence (Count
3 II), vicarious liability (Count III), and breach of fiduciary duty (Count IV). As stated,
4 the district court granted BGCA’s motions for summary judgment as to each claim.
5 We discuss additional facts of the case as they become relevant below.

6 **DISCUSSION**

7 {4} “[When] reviewing an order on summary judgment, [this Court] examine[s]
8 the whole record on review, considering the facts in a light most favorable to the
9 nonmoving party and drawing all reasonable inferences in support of a trial on the
10 merits.” *Zamora v. St. Vincent Hosp.*, 2014-NMSC-035, ¶ 9, 335 P.3d 1243. “New
11 Mexico courts, unlike federal courts, view summary judgment with disfavor,
12 preferring a trial on the merits.” *Romero v. Philip Morris Inc.*, 2010-NMSC-035, ¶ 8,
13 148 N.M. 713, 242 P.3d 280.

14 {5} “Where reasonable minds will not differ as to an issue of material fact, the
15 court may properly grant summary judgment.” *Montgomery v. Lomos Altos, Inc.*,
16 2007-NMSC-002, ¶ 16, 141 N.M. 21, 150 P.3d 971. However, summary judgment
17 is inappropriate when there are disputed material facts in the record. *Yurcic v. City*
18 *of Gallup*, 2013-NMCA-039, ¶ 18, 298 P.3d 500 (holding that summary judgment
19 was improper where material disputed facts existed). “In New Mexico, summary
20 judgment may be proper when the moving party has met its initial burden of

1 establishing a prima facie case for summary judgment.” *Romero*, 2010-NMSC-035,
2 ¶ 10. When such is established, “the burden shifts to the non[]movant to demonstrate
3 the existence of specific evidentiary facts which would require trial on the merits.”
4 *Id.* (internal quotation marks and citation omitted).

5 **I. Negligence**

6 {6} We first address Appellant’s claim that the district court erred in granting
7 summary judgment as to his negligence claim against BGCA. Appellant argues that
8 the factual findings and legal conclusions reached by the district court regarding
9 negligence are wrong, and that it erred in rejecting the evidence he submitted
10 regarding BGCA’s control of BGCCNM. BGCA answers that Appellant failed to
11 present evidence that BGCA owed him a duty under New Mexico law.

12 {7} “Generally, a negligence claim requires the existence of a duty from a
13 defendant to a plaintiff, breach of that duty, which is typically based upon a standard
14 of reasonable care, and the breach being a proximate cause and cause in fact of the
15 plaintiff’s damages.” *Herrera v. Quality Pontiac*, 2003-NMSC-018, ¶ 6, 134 N.M.
16 43, 73 P.3d 181. Although the existence of a legal duty is generally a question of
17 law that this Court reviews de novo, in some cases “the existence of a duty may
18 become a mixed question of law and fact[, requiring submission] to the jury for
19 resolution.” *Talbott v. Roswell Hosp. Corp.*, 2005-NMCA-109, ¶ 9, 138 N.M. 189,
20 118 P.3d 194 (alteration, internal quotation marks, and citation omitted).

1 {8} Because the absence of any of the elements mentioned above is fatal to a
2 negligence claim, we first examine the predicate question of whether any duty was
3 owed to Appellant by BGCA to begin with. *See Romero v. Giant Stop-N-Go of N.M.*,
4 2009-NMCA-059, ¶ 5, 146 N.M. 520, 212 P.3d 408. The law bestows no general
5 duty to protect others from harm, *Grover v. Stechel*, 2002-NMCA-049, ¶ 11, 132
6 N.M. 140, 45 P.3d 80; rather, for a duty to be imposed, “a relationship must exist
7 that legally obligates [a d]efendant to protect [a p]laintiff’s interest. *Johnstone v. City*
8 *of Albuquerque*, 2006-NMCA-119, ¶ 7, 140 N.M. 596, 145 P.3d 76. We therefore
9 look to what relationship exists between the parties, the nature of the plaintiff’s
10 interest, the defendant’s conduct, and whether public policy favors imposing a duty
11 on the defendant. *Id.* ¶ 9.

12 {9} Given the nature of Appellant’s contention that he was owed a duty of care by
13 BGCA, our central inquiry regards the existence or degree of control possessed by
14 BGCA over BGCCNM—the New Mexico entity for which Appellant was an
15 attendee and employee. Control in this context turns on the existence of some special
16 relationship that “arise[s] out of particular connections between the parties, give[s]
17 rise to a special responsibility, and take[s] the case out of the general rule that there
18 is no general duty to protect others.” *Thompson v. Potter*, 2012-NMCA-014, ¶ 27,
19 268 P.3d 57 (alteration, internal quotation marks, and citation omitted). This Court
20 has ruled that such a special relationship arises when “there is a supervisory or

1 treatment relationship, or where there is direct custody and control over another.”
2 *Id.* “[I]n order to create a duty based on a special relationship, the relationship must
3 include the right or ability to control another’s conduct.” *Est. of Eric S. Haar v.*
4 *Ulwelling*, 2007-NMCA-032, ¶ 23, 141 N.M. 252, 154 P.3d 67 (internal quotation
5 marks and citation omitted).

6 {10} Contrary to the determination of the district court, our review of the record
7 reveals asserted facts capable of establishing the presence of a special relationship
8 between BGCCNM and BGCA, and consequently between BGCA and Appellant,
9 as a member and employee of BGCCNM. Appellant points us to *Enriquez v.*
10 *Cochran*, a case in which the plaintiff, an employee of a local Boy Scouts’ chapter,
11 pursued a joint and several liability claim against the Boy Scouts of America (BSA)
12 after being struck by a tree he had volunteered to help cut down at a scout camp. *See*
13 1998-NMCA-157, ¶¶ 12-17, 126 N.M. 196, 967 P.2d 1136. In reversing the contrary
14 conclusion reached by the district court, this Court relied, in relevant part, on certain
15 “indicators in the record” that supported existence of a duty to the plaintiff on the
16 part of BSA. *Id.* ¶ 107. While we acknowledge that the analysis in *Enriquez* is built
17 through the lens of joint and several liability concerning inherently dangerous
18 activity, this Court still discussed factors relevant to duty that are useful to our
19 analysis here.

1 {11} *Enriquez* cited to the organizational documents of BSA and its local chapters,
2 observing that “BSA’s rules and regulations allow BSA to retain a large degree of
3 potential control of all aspects of [chapter] activities.” *Id.* Additionally and more
4 notably, *Enriquez* emphasized the incentivization of local chapters belonging to
5 bigger organizations like BSA to abide by the “rules, regulations, and other
6 pronouncements” of the parent organization so as to not lose status as local chapters.
7 *Id.* This Court explained that the influence an organization like BSA has over its
8 local chapters is embodied in part by its authority to refuse the renewal of a local
9 chapter and prohibit the local chapter from engaging in or claiming sponsorship by
10 the national organization. *Id.* We view that same rationale as persuasive here.

11 {12} Appellant presented a document entitled, “Recommended Revised
12 Requirements for Membership in Boys’ Clubs of America [(BCA)],” as evidence
13 that “BGCA established, monitored and enforced strict membership requirements”
14 for its local clubs. The four-page document contains scores of requirements,
15 including the following four pertinent requirements we highlight here. First, BGCA
16 required local chapters to “render a report annually of its organization, membership,
17 activities, attendance and finances to BCA.” Second, BGCA also required local
18 chapters to display the BGCA emblem on the outside of their buildings and on all
19 “appropriate printed matter,” to personify its local chapters’ affiliation with BGCA.
20 Third, BGCA’s membership requirements stated that each local chapter conduct a

1 self-evaluation of that chapter’s “utilizing board, community and staff, based on
2 standards approved by the [n]ational [c]ouncil and that a copy of this evaluation shall
3 be submitted to the national organization as a requirement for continuing its
4 membership.” Fourth, it was required that each local chapter “comply with state laws
5 and local ordinances for protection and safety.” Finally, local chapter facilities were
6 also required to be approved by BGCA to ensure they were “suitably equipped, for
7 carrying on a diversified and constructive program of activities.”

8 {13} In its order granting summary judgment in favor of BGCA, the district court
9 stated, “[T]here is no evidence that BGCA required, or had authority to require,
10 compliance by [BGCCNM] with specific policies and procedures, that BGCA
11 established standards on how employees were hired or managed at [BGCCNM], or
12 that BGCA had control over which children could be part of the [BGCCNM’s]
13 programs.” Again, we view the evidence in the record differently.

14 {14} Similar to the local BSA chapter in *Enriquez*, there is evidence that BGCCNM
15 was controlled by BGCA by and through what was required as stated in the
16 organizational documents. The success and operation of BGCCNM as an appendage
17 of BGCA apparently hinged entirely on its willingness to abide by the policies and
18 procedures required by BGCA. The documents support the idea that this authority
19 by BGCA is “epitomized” by its capacity to shutter the BGCCNM chapter should it
20 fail to adhere to BGCA’s policies and procedures. *See id.* ¶ 107 (“The potential reach

1 of BSA’s authority is epitomized by its authority to refuse to renew the charter of a
2 local council.”). While the district court is correct that, in its policies and procedures,
3 BGCA does not explicitly outline “how employees were hired or managed at the
4 [BGCCNM], or that BGCA had control over which children could be part of the
5 [BGCCNM’s] programs,” these documents suggest that BGCA “required, or had
6 authority to require, compliance by the [BGCCNM] with specific policies and
7 procedures.”

8 {15} Beyond our own state case law, a fair number of appellate courts have also
9 considered this same inquiry of whether organizations owe a duty of care toward
10 minors in situations by which an adult under the control of the organizations sexually
11 abused the minors. While not cited for his negligence claim, Appellant cites to *Doe*
12 *v. United States Youth Soccer Ass’n*, 214 Cal. Rptr. 3d 552, 564-65 (Ct. App. 2017),
13 in which the court concluded that the national soccer association had a special
14 relationship with the minor plaintiff who was sexually abused by her soccer coach,
15 reasoning that she was a member of the association, played on a team that was a
16 local affiliate of the association, the team was required to comply with the
17 associations policies and rules, and the association had created the standards by
18 which coaches were hired. *Id.* at 566.

19 {16} The record contains evidence that BGCA had sufficient control over
20 BGCCNM for a jury to conclude a special relationship existed between BGCA and

1 BGCCNM to the extent that BGCA had the ability to control the conduct of
2 BGCCNM—in this case, the alleged sexual abuse—and therefore a duty was owed
3 to the members of BGCCNM by BGCA. *See Thompson v. Potter*, 2012-NMCA-
4 014, ¶ 27, 268 P.3d 57 (“The special relationship case law in New Mexico typically
5 involves situations where there is a supervisory or treatment relationship, or where
6 there is direct custody and control over another.”); *see also Est. of Eric S. Haar*, 2007-
7 NMCA-032, ¶ 23 (holding that an ongoing special relationship and ability to control
8 are necessary to give rise to a duty). Having evaluated the facts and circumstances
9 surrounding BGCA’s relationship with BGCCNM, we conclude that the
10 determination of whether a special relationship exists, giving rise to a duty, should
11 have been assessed by a jury rather than the district court. *See Talbott*, 2005-NMCA-
12 109, ¶ 22 (holding in pertinent part that conflicting factual inferences on the
13 existence of a relationship between a hospital and an air ambulance service is an
14 issue for a jury to resolve).

15 {17} For the foregoing reasons, we conclude that the district court erred when it
16 granted summary judgment in favor of BGCA regarding Appellant’s negligence
17 claim as to the element of duty.

18 **II. Vicarious Liability**

19 {18} The district court found that “[t]here [was] no evidence that Yannoni or
20 Michaelback were agents of BGCA, that BGCA held [them] out as its agents, or that

1 [they] consented to act on behalf of BGCA.” Appellant asserts that the district court
2 should not have granted summary judgment in favor of BGCA on his claim of
3 vicarious liability because BGCA’s liability rests on its right to control BGCCNM
4 and its employees, and there is evidence to support that control. In Appellant’s
5 complaint, he asserts that BGCA is vicariously liable for the actions of Yannoni and
6 Michaelback under the aided-in-agency theory because he states there was evidence
7 showing that the abuse Appellant suffered was facilitated by their status within
8 BGCA.

9 {19} BGCA argues that New Mexico law has already held that sexual misconduct
10 with minors, as alleged here, is conduct that falls outside the scope of employment
11 or agency, and that the aided-in-agency theory of vicarious liability does not apply
12 because Appellant has not shown anything other than “the mere existence of an
13 employment relationship” between Yannoni and BGCA or between Michaelback
14 and BGCA.

15 {20} Under the aided-in-agency theory, an employer may be held liable for the
16 intentional torts of an employee acting outside the scope of their employment if the
17 employee “was aided in accomplishing the tort by the existence of the agency
18 relation.” Restatement (Second) of Agency § 219(2)(d) (1958). Our Supreme Court
19 first adopted the aided-in-agency theory in addressing respondeat superior issues in
20 *Ocana v. American Furniture Co.*, addressing the question of whether this theory

1 could apply in the context of sexual harassment by a supervisor upon an employee
2 during the course of their employment. *See* 2004-NMSC-018, ¶¶ 30-31, 135 N.M.
3 539, 91 P.3d 58. The Court determined that to succeed under this theory, a plaintiff
4 must present sufficient evidence that the tortfeasor was aided by their status when
5 committing the alleged tort. *Id.* ¶ 32. It was ultimately ruled in *Ocana* that the
6 plaintiff failed to present evidence showing that the tortfeasor—her supervisor—was
7 able to commit his alleged acts by virtue of his supervisory status, and consequently
8 she was unable to prevail under the aided-in-agency theory. *Id.*

9 {21} Similar to *Ocana*, we must decide whether Appellant presented sufficient
10 evidence showing that Yannoni and Michaelback were aided by their status within
11 BGCA in committing the alleged torts against him. *See id.* Appellant asks us to look
12 at the facts of this case as analogous to *Spurlock v. Townes*, a case in which three
13 former inmates of a correctional center were sexually assaulted by a correctional
14 officer during the course of their time served. *See* 2016-NMSC-014, 368 P.3d 1213.
15 Our Supreme Court noted concerns in *Spurlock*, writing that “[the] aided-in-agency
16 as a theory independent of apparent authority risks an unjustified expansion of
17 employer tort liability for acts of employees” and that this theory should not apply
18 “to all situations in which the commission of a tort is facilitated by a tortfeasor’s
19 employment.” *Id.* ¶ 16 (internal quotation marks and citation omitted). However, the
20 Supreme Court ultimately held that under the aided-in-agency theory, the corrections

1 officer used the “authority vested in him by his position” to coerce the former
2 inmates into submitting to sexual assault. *Id.* ¶ 20. Moreover, it was held that the
3 correction officer’s employer, the Corrections Corporation of America, and the
4 prison warden provided the agency authority to the corrections officer that enabled
5 the crimes to be committed against the former inmates. *Id.* ¶ 21.

6 {22} Alternatively, BGCA asks this Court to analyze the facts as more analogous
7 to *Tercero v. Roman Catholic Diocese*, a case concerning allegations of sexual
8 molestation of a school boy by a priest. *See* 2002-NMSC-018, ¶ 1, 132 N.M. 312,
9 48 P.3d 50. Decided before the aided-in-agency theory was adopted in New Mexico,
10 our Supreme Court ultimately ruled that the victim in *Tercero* failed to show that the
11 alleged abuse occurred as a result of the Diocese’s “inadequate supervision” of the
12 priest. *Id.* ¶ 23. The Court held that at the time of the abuse, the Diocese exercised
13 no control over the priest, but rather he was controlled by his direct employer, the
14 Archdiocese of Santa Fe. *Id.* Further, the Court ruled that there was no indication in
15 the record that the Diocese controlled, or even could control, any of the details of
16 the priest’s work within the Archdiocese of Santa Fe, and that the victim failed to
17 prove that an employer/employee relationship existed between the priest and the
18 Diocese. *Id.*

19 {23} Because we have already established that BGCCNM was under the control of
20 BGCA and because Appellant argues vicarious liability specifically under the aided-

1 in-agency theory, we reject Defendant’s request to find any comparison between the
2 facts here and the facts of *Tercero*. Moreover, we agree with Appellant that the facts
3 here are consistent with those of *Spurlock*.

4 {24} To successfully invoke vicarious liability under the aided-in-agency doctrine,
5 Appellant must show that the “employee has by reason of his employment
6 substantial power or authority to control important elements of a vulnerable tort
7 victim’s life or livelihood.” *See Spurlock*, 2016-NMSC-014, ¶ 17 (internal quotation
8 marks and citation omitted). Appellant urges this Court to hold that the abuse he
9 endured at the hands of Yannoni and Michaelback was “motivated by, and a direct
10 outgrowth of, their position of responsibility and authority over [him] while he was
11 a minor under their care. By virtue of the significant power that Yannoni and
12 Michaelback held over Appellant attendant to their roles as directors, they were in a
13 position to groom and abuse Appellant.” While we acknowledge that the facts before
14 us are not precisely akin to that of *Spurlock*, notably because the relationship
15 between a prison guard and an inmate is “oriented around captivity and control” and
16 that “this [power] disparity . . . facilitates sexual assault of the vulnerable party,” *id.*
17 ¶ 19 (internal quotation marks and citation omitted), our review of the record
18 demonstrates that here Appellant—a minor—was a vulnerable party and by reason
19 of their positions as directors and as counselors, Yannoni and Michaelback had
20 substantial authority over Appellant when he was in their care at BGCCNM.

1 {25} In *Spurlock*, the Court cited to a federal case, *Peña v. Greffet*, 110 F. Supp. 3d
2 1103, 1135 (D.N.M. 2015), in comprehending the power wielded over employees
3 by their employers. *Spurlock*, 2016-NMSC-014, ¶ 17. The United States District
4 Court in *Peña* wrote:

5 when an employer vests an employee with power over another
6 person—whether the other person is a subordinate employee or a
7 non[]employee third party, like an inmate—the employer enables torts
8 that might not otherwise happen—torts that are, essentially, an abuse of
9 that power. There is danger inherent in granting one person
10 extraordinary power over another, and the granting of that power
11 should, thus, carry with it some accountability.

12 110 F. Supp. 3d at 1135.

13 {26} Appellant stated that the abuse he endured by Yannoni began when he was
14 about ten years old while an attendee at the BGCCNM and continued for ten years.
15 He further stated that the grooming started very young and was accompanied by
16 “extreme sexual talk . . . of a very graphic nature,” which “allegedly was already
17 part of the culture” at BGCCNM. Appellant also stated that the abuse occurred at
18 sleepovers at BGCCNM or when he was called into Yannoni’s office and made to
19 undress so he could be sexually abused by Yannoni. The power dynamic between
20 Appellant—a minor—and the adults here is similar to that of the inmates and the
21 prison guard in *Spurlock*. Both adults had the authority vested in their positions to
22 coerce Appellant, who was a helpless child entrusted into their care, into submitting
23 to sexual abuse. *See Spurlock*, 2016-NMSC-014, ¶ 20.

1 {27} Because there are facts in the record suggesting that Yannoni and
2 Michaelback were aided in the commission of the abuse through the agency awarded
3 to them by and through BGCA, BGCA can be held vicariously liable under New
4 Mexico law. *See id.* ¶ 17 (“Whether a particular type of case falls within this
5 category should be a question for the court, not a jury.” (quoting *Ayuluk v. Red Oaks*
6 *Assisted Living, Inc.*, 201 P.3d 1183, 1199 (Alaska 2009))). Yannoni and
7 Michaelbeck were present at sleepovers, entrusted by the parents of young boys to
8 keep their children safe, and posed as trustworthy adults who had presented
9 themselves as “qualified in personality, character, experience, education and training
10 for the leadership and guidance of boys, and each for the supervision of one or more
11 activities of the . . . Club.” Appellant has presented sufficient evidence showing that
12 Yannoni and Michaelback were aided by their status within BGCA in committing
13 the alleged torts against him, so it follows that summary judgment should not have
14 been granted regarding Appellant’s claim of vicarious liability against BGCA.

15 **III. Fiduciary Duty**

16 {28} We lastly address Appellant’s claim that the district court erred in granting
17 summary judgment as to his breach of fiduciary duty claim. The district court stated
18 in its order for summary judgment that BGCA did not have a special or fiduciary
19 relationship with Appellant, and that there was no evidence that BGCA undertook
20 to act on behalf of Appellant as his fiduciary.

1 {29} “We determine whether a particular defendant owes a duty to a particular
2 plaintiff as a question of law, and as such, de novo.” *Moody v. Stribling*, 1999-
3 NMCA-094, ¶ 17, 127 N.M. 630, 985 P.2d 1210 (internal quotation marks and
4 citation omitted). “A fiduciary duty is a duty of loyalty.” *Id.* ¶ 27. Because “a
5 fiduciary is obliged to act primarily for another’s benefit in matters connected with
6 such undertaking, a fiduciary breaches this duty by placing his interests above those
7 of the beneficiary.” *Id.* (alterations, internal quotation marks, and citation omitted).
8 Our assessment of whether a fiduciary duty exists between two parties turns on
9 “whether the relationship between the parties is one of trust and confidence.”
10 *Id.* ¶ 17.

11 {30} As Appellant acknowledges on appeal, there is no New Mexico authority
12 addressing similar circumstances to this one through the lens of fiduciary duty. Put
13 differently, there is no state case law that this Court has found, nor that either party
14 presented to us, in which a plaintiff has argued that a fiduciary duty is owed to a
15 victim of sexual abuse. *See Curry v. Great Nw. Ins. Co.*, 2014-NMCA-031, ¶ 28,
16 320 P.3d 482 (“Where a party cites no authority to support an argument, we may
17 assume no such authority exists.”). Appellant instead points this Court to three
18 appellate cases out of California, each with facts similar to this one. However, none
19 argue the claim of fiduciary duty. *See Doe v. Superior Court*, 187 Cal. Rptr. 3d 794
20 (Ct. App. 2015); *Phyllis P. v. Superior Court*, 228 Cal. Rptr. 776, 777-78 (Ct. App.

1 1986); *Doe v. United States Youth Soccer Assn., Inc.*, 214 Cal. Rptr. 3d 552, 564-65
2 (Ct. App. 2017).

3 {31} Through our own review of the case law—or lack thereof—we have no basis
4 to reverse the district court’s determination that the circumstances surrounding
5 Appellant’s abuse while attending BGCCNM does not give rise to a fiduciary duty
6 between him and BGCA. We find further support for this conclusion in *Doe v. City*
7 *of Belen School District*, No. CIV 00-163 BB/LFG, 2000 WL 36739615, at *6-8
8 (D.N.M. Aug 10, 2000), a federal district court case in which it was found that a
9 teacher did not have a fiduciary duty to a student under New Mexico state law. *See*
10 *C.A. v. William S. Hart Union High Sch. Dist.*, 117 Cal. Rptr. 3d 283, 292 (Ct. App.
11 2011) (“[Plaintiff] does not cite, and we have not found, any authority stating that a
12 fiduciary relationship exists between a school district and an individual student.”),
13 *rev’d on other grounds by C.A. v. William S. Hart Union High Sch. Dist.*, 270 P.3d
14 699 (2012).

15 {32} In our view, parents and guardians entrust their children to schools, camps,
16 clubs, and teams every day, and if the law does not recognize a fiduciary duty in
17 those contexts as to those actors entrusted with their children’s care and their
18 institutions, it follows that the same rationale would apply here. *See Doe v. Santa Fe*
19 *Pub. Sch.*, No. CIV 23-1025 GBW/JFR, 2024 WL 2185492, *11 (D.N.M. May 15,
20 2024). While a fiduciary duty can exist in any context, a party must still show that

1 the relationship creates a “special confidence” in which one actor is “bound to act
2 in good faith and with due regard to the interests of one reposing the confidence.”
3 *See Moody*, 1999-NMCA-094, ¶ 17 (quoting *Allsup’s Convenience Stores, Inc. v. N.*
4 *River Ins. Co.*, 1999-NMSC-006, ¶ 37, 127 N.M. 1, 976 P.2d 1).

5 {33} Appellant has not convinced this Court that the record contains any evidence
6 that BGCA had a fiduciary relationship with him while he was a member at BGCA,
7 and therefore the district court’s granting of summary judgment on this claim was
8 proper.

9 **IV. Inadmissible Evidence**

10 {34} As to Appellant’s remaining claim that the district court erred when it
11 admitted and considered evidence presented by BGCA in its granting of summary
12 judgment, we need not address it as we reverse and remand on other grounds, and
13 we did not rely on the challenged evidence to reach our conclusion. *See Crist v.*
14 *Town of Gallup*, 1947-NMSC-012, ¶ 14, 51 N.M. 286, 183 P.2d 156 (stating that
15 appellate courts need not address questions unnecessary for the resolution of the
16 case).

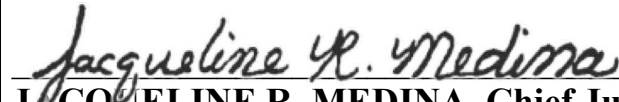
17 **CONCLUSION**

18 {35} We affirm the district court’s granting of summary judgment as to Appellant’s
19 claim of fiduciary duty, and we reverse and remand for a trial as to Appellant’s
20 claims of negligence and vicarious liability.

1 {36} IT IS SO ORDERED.

2 
3 J. MILES HANISEE, Judge

4 WE CONCUR:

5 
6 JACQUELINE R. MEDINA, Chief Judge

7 
8 KRISTOPHER N. FOUGHTON, Judge