

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR ORANGE
COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

JOHN VB DOE,

CASE NO.: 2024-CA-002138-O

Plaintiff,

v.

FLORIDA MULTICULTURAL
DISTRICT COUNCIL OF THE
ASSEMBLIES OF GOD, INC., and
IGNITE LIFE CENTER, INC.,

Defendants.

FIRST AMENDED COMPLAINT

Plaintiff, JOHN VB DOE, by and through his undersigned counsel, hereby files this First Amended Complaint against Defendants, FLORIDA MULTICULTURAL DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, INC., and IGNITE LIFE CENTER, INC., and alleges as follows:

PARTIES AND JURISDICTION

1. Plaintiff, JOHN VB DOE (“PLAINTIFF”), is an unmarried adult male and a resident of Alachua County, Florida.

2. This case arises from Plaintiff’s childhood sexual abuse by the Defendants’ agent. Plaintiff is identified by the pseudonym JOHN VB DOE in that this lawsuit involves intimate facts concerning an incident in which he was the victim of sexual battery. Plaintiff’s real name is known to the Defendant, but he fears further psychological injury if his name were publicly disclosed. His identity is already known to the Defendants.

3. FLORIDA MULTICULTURAL DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, INC. (“DISTRICT”) is a Florida corporation organized and existing under the laws of the State of Florida with its headquarters at 830 California Woods Circle, Orlando, Florida, in Orange County.

4. IGNITE LIFE CENTER, INC. (“IGNITE LIFE CENTER”) is an Assemblies of God Christian Church and a Florida corporation organized and existing under the laws of the State of Florida with its headquarters at 404 Northwest 14th Ave., Gainesville, Florida, in Alachua County.

5. Venue properly lies in this judicial circuit in that Defendant DISTRICT is headquartered and resides in Orange County, Florida.

6. This Court has jurisdiction in that this is a claim for damages far in excess of \$50,000.00, exclusive of interest, costs, and attorney’s fees.

SEXUAL ABUSE OF PLAINTIFF

7. Plaintiff was born in November 2003.

8. Plaintiff was a member of and regularly attended church services and events at IGNITE LIFE CENTER from a very early age. He and his family, including his mother and siblings, attended religious services at IGNITE LIFE CENTER several times per week for many years leading up to the incidents alleged herein.

9. Among the IGNITE LIFE CENTER activities in which Plaintiff participated was the Ignite Summer Internship, a summer program operated by IGNITE LIFE CENTER for minor children associated with IGNITE LIFE CENTER. Plaintiff participated in this program for several summers, including Summer 2021.

10. The Ignite Summer Internship required children to reside at IGNITE LIFE CENTER for the duration of the program. Plaintiff resided in a dormitory assigned to him by

IGNITE LIFE CENTER. He was also required to surrender his phone and means of communication with the outside world as a condition of participation in the Ignite Summer Internship.

11. Adults from IGNITE LIFE CENTER church and school of ministry were employed to supervise and care for the children participating in the Ignite Summer Internship, including, but not limited to, GABRIEL HEMENEZ (“HEMENEZ”).

12. Employees and/or agents of DISTRICT were also on-site to oversee and manage operations at the Ignite Summer Internship.

13. HEMENEZ resided in the dormitory with the underaged boys and was generally responsible for their care and supervision while the children were on IGNITE LIFE CENTER property.

14. Additionally, HEMENEZ was a graduate of the IGNITE LIFE CENTER school of ministry and a ministry leader in the church who held a position of authority over the minor children entrusted to his care, including Plaintiff.

15. HEMENEZ’s duties at IGNITE LIFE CENTER included providing spiritual guidance, counseling, and mentoring to underaged children, including Plaintiff.

16. In July 2021, HEMENEZ sexually abused Plaintiff in the boys’ dormitory at IGNITE LIFE CENTER when he engaged in harmful, unpermitted, non-consensual sexual contact with the minor Plaintiff.

17. In July 2023, HEMENEZ was arrested and charged with sexually abusing four children, including Plaintiff, at IGNITE LIFE CENTER. Hemenez has since pled guilty to abusing multiple children in Summer 2021.

18. According to police records, when confronted with the allegations that he abused boys at IGNITE LIFE CENTER, HEMENEZ admitted or did not otherwise deny having sexually abused the children, including Plaintiff.

19. At all times relevant hereto, the Head Pastor of IGNITE LIFE CENTER, Mark Vega, by virtue of his office, as well as his designees, acted as the managing agents of IGNITE LIFE CENTER and were responsible for: (1) the supervision, oversight, management, retention, and control of the actions and conduct of all IGNITE LIFE CENTER employees, volunteers, and agents, including HEMENEZ; (2) all IGNITE LIFE CENTER properties including the boys' dormitory; (3) all IGNITE LIFE CENTER programs and activities, including the Summer Internship and the School of Ministry; and (4) the minor children entrusted to the care and custody of IGNITE LIFE CENTER for the summer internship, including Plaintiff.

20. IGNITE LIFE CENTER was subject to the authority and oversight of Defendant DISTRICT on certain matters, including: (1) developing and enforcing sexual abuse prevention policies and procedures, (2) training, supervising, and evaluating employees for fitness, including, but not limited to, Mark Vega and the other pastors of IGNITE LIFE CENTER responsible for protecting children, and (3) operating a summer camp such as the Ignite Summer Internship.

21. According to the Assemblies of God national website, “[d]istrict affiliated churches are those which have not yet developed to the point where they qualify for full autonomy¹” to self-govern as an independent entity. According to the same source, DISTRICT “oversee[s] the ministries in [its] areas, such as camps and outreaches, as well as provide[s] ministry opportunities...[and] recommend ministers for national credentialing. [DISTRICT] is authorized to lead, solving matters of leadership and direction for local assemblies” like IGNITE LIFE

¹ <https://ag.org/About/About-the-AG/Structure>, last accessed January 12, 2024.

CENTER. DISTRICT “operate[s] as a type of regional leadership between the local church and the national Fellowship.”

22. At all times relevant hereto, HEMENEZ served at the pleasure of DEFENDANTS and HEMENEZ was otherwise subject to DEFENDANTS’ authority during all of his interactions with Plaintiff at IGNITE LIFE CENTER.

23. HEMENEZ sexually abused other church members before, during and after the time in which he sexually abused Plaintiff.

24. DEFENDANTS, by and through their respective agents, managers, employees, and directors, knew, or through the exercise of reasonable care, should have known that the HEMENEZ had a propensity to sexually abuse church members prior to July 2021, yet it took no action to protect Plaintiff and other children from him.

25. According to police records, in 2019, HEMENEZ was accused of sexually assaulting another church member at DEFENDANTS’ event. The victim immediately reported the incident to IGNITE LIFE CENTER leadership, including but not limited to: Head Pastor Mark Vega, Pastor Esther Omeeven, Pastor Nicholas Bruce, and Pastor Ramaday Velasquez. HEMENEZ admitted to assaulting the victim when confronted by IGNITE LIFE CENTER leadership in 2019, and again when asked about the incident by police in 2023.

26. Upon information and belief, DEFENDANTS took no action in response to the 2019 allegation, and continued to hold HEMENEZ out to the church community as a fit and safe church leader who could be trusted with the minors and other vulnerable members of the church.

27. By July 2019, DEFENDANTS had a general awareness of the risk that children could be sexual abused in the IGNITE LIFE CENTER dormitories. Upon information in belief, a minor child was repeatedly sexually abused by an older teenager who was living in the dormitory

that summer. When the child's parents informed DEFENDANTS that they suspected their child was being sexually abused at the Summer Internship, the matter was handled quietly. Neither the other children attending the internship, nor their families were made aware of the parents' suspicions or the sexual abuse.

28. Upon information and belief, the coverups of these complaints were consistent with an established and ongoing *modus operandi* at DEFENDANTS to handle allegations of sexual abuse internally to protect DEFENDANTS from scrutiny, public scandal, and potential financial losses from allegations of child sexual abuse becoming public information.

29. DEFENDANTS intended for church members, including Plaintiff and his parents, to believe then that anyone in church leadership had never been accused or suspected of sexual misconduct and was otherwise fit and safe to be around children, and that it was safe for parents to entrust their minor children to DEFENDANTS for the entire duration of the summer internship.

30. HEMENEZ's sexual abuse of Plaintiff was accomplished in whole or in part by virtue of HEMENEZ's position as DEFENDANTS' employee, volunteer, and/or agent, and the corresponding trust that Plaintiff and his family placed in HEMENEZ as a result of his position with DEFENDANTS.

31. At all times material, Plaintiff, and those responsible for his safety and well-being, entrusted his safety and well-being to DEFENDANTS and their agents, including, but not limited to, HEMENEZ and DEFENDANTS's leadership. DEFENDANTS had a corresponding obligation and duty to be solicitous for, as well as protective of, Plaintiff in the exercise of their respective positions of trust, confidentiality, and moral authority.

32. By accepting care and custody the minor Plaintiff, DEFENDANTS stood *in loco parentis* to Plaintiff and owed him a duty to exercise reasonable care at all times he was in DEFENDANTS' custody.

33. At all times relevant hereto, DEFENDANTS owed Plaintiff a duty of good faith and fair dealing to act with the highest degree of trust and confidence. This included the duty to warn, disclose, and protect children, including Plaintiff, from sexual abuse and exploitation by employees who, like HEMENEZ, DEFENDANTS falsely promoted as being safe, moral, and otherwise free of a risk of harm when it knew or should have known otherwise.

34. Plaintiff reported his sexual abuse by HEMENEZ to IGNITE LIFE CENTER Head Pastor Mark Vega and Assistant Pastor Nicholas Bruce in or around October 2022. Over the next several months, both Vega and Bruce assured Plaintiff that they had reported his abuse to the Gainesville Police Department (GPD) and that there was an ongoing investigation into his abuse. Plaintiff later learned that these representations were lies; Gainesville Police had never been informed of his allegation.

35. HEMENEZ remained an active member and leader of IGNITE LIFE CENTER until he relocated to a new city in November 2022, leaving IGNITE LIFE CENTER voluntarily. Upon information and belief, HEMENEZ was welcome to return to IGNITE LIFE CENTER to visit any time he wanted, even though IGNITE LIFE CENTER knew that he had been accused of sexually abusing multiple children in the church by October 2022.

36. In February 2023, Plaintiff disclosed his abuse by HEMENEZ to a close friend from the Ignite Summer Internship and learned that HEMENEZ had also sexually abused not just that friend, but two other boys as well. This prompted Plaintiff to contact Gainesville Police to ask why the investigation was taking so long. He was informed by GPD that no report of his abuse

existed; Plaintiff's contact with GPD was the first they knew of the allegation that HEMENEZ sexually abused anyone. Realizing he had been lied to and misled by his trusted church leaders, Plaintiff made a full report of his abuse by HEMENEZ to GPD.

37. Upon information and belief, IGNITE LIFE CENTER Assistant Pastor Nicholas Bruce told Gainesville Police that he first became aware of an allegation that HEMENEZ sexually abused a child at the IGNITE LIFE CENTER in September 2022, well before Plaintiff made his own report of abuse. Upon information and belief, despite this September 2022 allegation, DEFENDANTS took no action in response to the allegation, and continued to hold HEMENEZ out to the church community as a fit and safe church leader who could be trusted with the minor children of the church, and despite the fact that the alleged victim continued to attend church services at IGNITE LIFE CENTER.

38. Indeed, Plaintiff was never told of the September 2022 report; DEFENDANTS misled him to believe that he was the only person who had ever been sexually assaulted by HEMENEZ until his spontaneous conversation with another victim several months later.

39. Since first making his police report in February 2023, Plaintiff has experienced significant harassment and retaliation from IGNITE LIFE CENTER's leadership and members for his role in making the allegations against HEMENEZ known to those outside DEFENDANTS' inner sanctum. He continues to experience threatening, retaliatory, and harassing behavior by DEFENDANTS' agents for participating in HEMENEZ's criminal proceedings.

40. Upon information and belief, DEFENDANTS had actual or constructive notice that HEMENEZ had a sexual interest in children and that he used his position as a leader and employee of IGNITE LIFE CENTER to groom and sexually abuse church members prior to July 2021.

41. Upon information and belief, despite what it knew or should have known by July 2021, DEFENDANTS each failed to warn or alert Plaintiff, law enforcement, parishioners, the general public, and/or others outside DEFENDANTS' inner sanctum about HEMENEZ's propensity to sexually abuse church members.

42. DEFENDANTS placed HEMENEZ in a position to do harm to third parties he encountered by virtue of his position with DEFENDANTS, including the Plaintiff. HEMENEZ used his position to identify potential victims and to gain their trust. It was reasonably foreseeable to DEFENDANTS that HEMENEZ would use his position with DEFENDANTS to sexually abuse and exploit those he encountered by virtue of his position, including Plaintiff.

43. Upon information and belief, DEFENDANTS each committed additional acts and omissions regarding HEMENEZ's sexual abuse of Plaintiff that have not yet been made public but that made Plaintiff vulnerable to sexual abuse by HEMENEZ.

44. DEFENDANTS created a foreseeable risk of sexual abuse by HEMENEZ for the Plaintiff, specifically, and for minor children who encountered HEMENEZ through his role with DEFENDANTS generally. Despite this, DEFENDANTS each: (1) failed to take necessary precautions to warn Plaintiff (or anyone else) about HEMENEZ's propensity to sexually abuse vulnerable church members, (2) failed to adequately supervise HEMENEZ, (3) failed to take appropriate remedial action when it knew or should have known of the risk created by HEMENEZ, (4) failed to develop, follow, and/or enforce effective sexual abuse prevention policies and procedures, (5) failed to adequately train and supervise staff responsible for protecting the minor children entrusted to the care and custody of DEFENDANTS, and (6) otherwise failed to act to lessen the risk that HEMENEZ would sexually abuse the Plaintiff.

COUNT I
NEGLIGENCE
DEFENDANT IGNITE LIFE CENTER, INC.

45. Plaintiff repeats and re-alleges Paragraphs 1 through 44 above.

46. At all material times, PLAINTIFF was a minor child who participated in church services and programs at IGNITE LIFE CENTER, including Ignite Summer Internship, where HEMENEZ served as a church leader, minister, chaperone, and dormitory supervisor.

47. IGNITE LIFE CENTER knew or should have known that HEMENEZ was using his position of power and trust over PLAINTIFF to sexually abuse PLAINTIFF.

48. IGNITE LIFE CENTER owed a duty to exercise reasonable care in the selection, assignment and supervision of leaders and employees charged with the safety and care of minor children at Ignite Summer Internship.

49. IGNITE LIFE CENTER owed a duty to exercise reasonable care in the development and enforcement of reasonable sexual abuse prevention policies and procedures to protect the minor children entrusted to its care.

50. IGNITE LIFE CENTER owed a duty to exercise reasonable care in the training and supervision of all employees, volunteers, and agents of IGNITE LIFE CENTER to ensure that minor children like PLAINTIFF were protected from sexual abuse at IGNITE LIFE CENTER.

51. By accepting minor children like PLAINITFF into its care and custody, IGNITE LIFE CENTER stood *in loco parentis* to PLAINTIFF and owed a duty to exercise reasonable care in protecting his safety.

52. IGNITE LIFE CENTER breached its duties in one or more ways, including but not limited to: (1) failing to take necessary precautions to warn PLAINTIFF (or anyone else) about what it knew about HEMENEZ's propensity to sexually abuse vulnerable church members prior

to July 2021, (2) failing to adequately supervise HEMENEZ in the performance of his duties, (3) failing to take appropriate remedial action when it knew or should have known of the risk created by HEMENEZ, (4) failing to develop, follow, and/or enforce effective sexual abuse prevention policies and procedures, (5) failing to adequately train and supervise staff responsible for protecting the minor children entrusted to the care and custody of IGNITE LIFE CENTER, and (6) otherwise failing to act to lessen the risk that HEMENEZ would sexually abuse PLAINTIFF.

53. As a direct and proximate cause of the foregoing, PLAINTIFF was sexually abused by HEMENEZ and has suffered physical, psychological and emotional injuries, mental anguish and the loss of enjoyment of life.

WHEREFORE, Plaintiff, JOHN VB DOE, demands judgment against Defendant, IGNITE LIFE CENTER, INC., for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

COUNT II
VICARIOUS LIABILITY (*RESPONDEAT SUPERIOR*)
DEFENDANT IGNITE LIFE CENTER, INC.

54. Plaintiff repeats and re-alleges Paragraphs 1 through 44 above.

55. HEMENEZ was at all material times an appointee, employee, agent, and/or servant of IGNITE LIFE CENTER.

56. HEMENEZ was authorized to build a close relationship with and take on the role of spiritual mentor and counselor to PLAINITFF, to be alone with PLAINTIFF and other minors in the course of IGNITE LIFE CENTER's business activities, and to have unlimited contact with minor children for the purpose of furthering the goals and mission of IGNITE LIFE CENTER.

57. HEMENEZ's initial contact and relationship with PLAINTIFF was in furtherance of the business and mission of IGNITE LIFE CENTER.

58. HEMENEZ was authorized to touch and otherwise make physical contact with PLAINTIFF in his role as IGNITE LIFE CENTER's agent. This included, but was not limited to, "laying hands" on PLAINTIFF during prayer and counseling. HEMENEZ extended and converted his authorized touching into the sexual assault of PLAINTIFF as described herein.

59. The sexual assault of PLAINTIFF occurred during HEMENEZ's working hours with IGNITE LIFE CENTER and occurred in the course and scope of the performance of his duties with IGNITE LIFE CENTER.

60. HEMENEZ's abuse of PLAINTIFF occurred as a result of the relationship HEMENEZ formed with PLAINTIFF through HEMENEZ's role at IGNITE LIFE CENTER.

61. The formation of a close relationship with PLAINTIFF and the wrongful acts of HEMENEZ were committed in the actual or apparent course and scope of HEMENEZ's duties and agency with IGNITE LIFE CENTER.

62. The abuse has caused PLAINTIFF to experience severe injuries, including but not limited to mental, emotional and physical injuries, as well as a loss of enjoyment of life. These injuries are persistent, permanent, and debilitating in nature.

63. Under the doctrine of *respondeat superior*, IGNITE LIFE CENTER is responsible for the actions of its servant, HEMENEZ, committed in the actual or apparent scope of his duties and authority.

WHEREFORE, Plaintiff, JOHN VB DOE, demands judgment against Defendant, IGNITE LIFE CENTER, INC., for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

COUNT III
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
DEFENDANT IGNITE LIFE CENTER, INC.

64. Plaintiff repeats and re-alleges Paragraphs 1 through 44 above.

65. Plaintiff was deliberately lied to, misled, or otherwise deceived by IGNITE LIFE CENTER's head pastor and his designees about the handling of his abuse allegations against HEMENEZ, including being led to believe that he was the only person who had made such an allegation about HEMENEZ so as to coerce and shame PLAINTIFF into silence.

66. Plaintiff has been subjected to repeated and ongoing harassment and retaliation for having reported his sexual abuse to police and others outside of IGNITE LIFE CENTER's sphere of influence.

67. The ongoing harassment and retaliation have been perpetrated directly and/or indirectly by IGNITE LIFE CENTER leadership, including but not limited to, Mark Vega and Nicholas Bruce, in an attempt to intimidate and silence Plaintiff.

68. The harassing and retaliatory conduct alleged herein is intentional and/or reckless, and so outrageous as to go beyond all possible bounds of decency.

69. The harassing and retaliatory conduct has caused Plaintiff severe emotional distress.

70. As a direct and proximate cause of the foregoing, MURPHY has suffered physical, psychological and emotional injuries, mental anguish and the loss of enjoyment of life.

WHEREFORE, Plaintiff, JOHN VB DOE, demands judgment against Defendant, IGNITE LIFE CENTER, INC., for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

COUNT IV
FRAUD
DEFENDANT IGNITE LIFE CENTER, INC.

71. Plaintiff repeats and re-alleges Paragraphs 1 through 44 above.

72. Plaintiff was deliberately lied to, misled, or otherwise deceived by IGNITE LIFE CENTER's head pastor and his designees about the handling of his abuse allegations against HEMENEZ, including being told that his complaint had been reported to police, that there was an ongoing police investigation, and that IGNITE LIFE CENTER was cooperating with said police investigation.

73. At the time the false and/or deceptive statements were made, IGNITE LIFE CENTER knew that they were false and/or deceptive.

74. Plaintiff was induced to rely upon the false and/or deceptive statements of IGNITE LIFE CENTER because they came from people in positions of trust and authority.

75. Plaintiff relied upon the false and/or deceptive statements to his detriment and suffered additional physical, psychological, and/or emotional injuries, mental anguish, or loss of enjoyment of life as a result of his reliance.

WHEREFORE, Plaintiff, JOHN VB DOE, demands judgment against Defendant, IGNITE LIFE CENTER, INC., for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

COUNT V
NEGLIGENCE
DEFENDANT FLORIDA MULTICULTURAL DISTRICT
COUNCIL OF THE ASSEMBLIES OF GOD, INC.

76. Plaintiff repeats and re-alleges Paragraphs 1 through 44 above.

77. At all material times, PLAINTIFF was a minor child who participated in church services and programs operated by DISTRICT, including Ignite Summer Internship, where HEMENEZ served as a church leader, minister, chaperone, and dormitory supervisor.

78. DISTRICT knew or should have known that HEMENEZ was using his position of power and trust over PLAINTIFF to sexually abuse PLAINTIFF.

79. DISTRICT owed a duty to exercise reasonable care in the selection, assignment and supervision of leaders and employees charged with the safety and care of minor children at Ignite Summer Internship.

80. DISTRICT owed a duty to exercise reasonable care in the development and enforcement of reasonable sexual abuse prevention policies and procedures to protect the minor children entrusted to its care.

81. DISTRICT owed a duty to exercise reasonable care in the training and supervision of all employees, volunteers, and agents of DISTRICT and/or Ignite Summer Internship to ensure that minor children like PLAINTIFF were protected from sexual abuse while participating in DISTRICT's activities and programs.

82. By accepting minor children like PLAINTIFF into its care and custody, DISTRICT stood *in loco parentis* to PLAINTIFF and owed a duty to exercise reasonable care in protecting his safety.

83. DISTRICT breached its duties in one or more ways, including but not limited to: (1) failing to take necessary precautions to warn PLAINTIFF (or anyone else) about what it knew about HEMENEZ's propensity to sexually abuse vulnerable church members prior to July 2021, (2) failing to adequately supervise HEMENEZ in the performance of his duties, (3) failing to take appropriate remedial action when it knew or should have known of the risk created by HEMENEZ,

(4) failing to develop, follow, and/or enforce effective sexual abuse prevention policies and procedures, (5) failing to adequately train and supervise staff responsible for protecting the minor children entrusted to the care and custody of DISTRICT, and (6) otherwise failing to act to lessen the risk that HEMENEZ would sexually abuse PLAINTIFF.

84. As a direct and proximate cause of the foregoing, PLAINTIFF was sexually abused by HEMENEZ and has suffered physical, psychological and emotional injuries, mental anguish and the loss of enjoyment of life.

WHEREFORE, Plaintiff, JOHN VB DOE, demands judgment against Defendant, FLORIDA MULTICULTURAL DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, INC., for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

COUNT VI
VICARIOUS LIABILITY (*RESPONDEAT SUPERIOR*)
DEFENDANT FLORIDA MULTICULTURAL DISTRICT
COUNCIL OF THE ASSEMBLIES OF GOD, INC.

85. Plaintiff repeats and re-alleges Paragraphs 1 through 44 above.

86. HEMENEZ was at all material times an appointee, employee, agent, and/or servant of DISTRICT.

87. HEMENEZ was authorized to build a close relationship with and take on the role of spiritual mentor and counselor to PLAINITFF, to be alone with PLAINTIFF and other minors in the course of DISTRICT's business activities, and to have unlimited contact with minor children for the purpose of furthering the goals and mission of DISTRICT.

88. HEMENEZ's initial contact and relationship with PLAINTIFF was in furtherance of the business and mission of DISTRICT.

89. HEMENEZ was authorized to touch PLAINTIFF in his role as DISTRICT's agent. This included, but was not limited to, "laying hands" on PLAINTIFF during prayer and counseling. HEMENEZ extended and converted his authorized touching into the sexual assault of PLAINTIFF as described herein.

90. The sexual assault of PLAINTIFF occurred during HEMENEZ's working hours with DISTRICT and occurred in the course and scope of the performance of his duties with DISTRICT.

91. HEMENEZ's abuse of PLAINTIFF occurred as a result of the relationship HEMENEZ formed with PLAINTIFF through HEMENEZ's role at DISTRICT.

92. The formation of a close relationship with PLAINTIFF and the wrongful acts of HEMENEZ were committed in the actual or apparent course and scope of HEMENEZ's duties and agency with DISTRICT.

93. The abuse has caused PLAINTIFF to experience severe injuries, including but not limited to mental, emotional and physical injuries, as well as a loss of enjoyment of life. These injuries are persistent, permanent, and debilitating in nature.

94. Under the doctrine of *respondeat superior*, DISTRICT is responsible for the actions of its servant, HEMENEZ, committed in the actual or apparent scope of his duties and authority.

WHEREFORE, Plaintiff, JOHN VB DOE, demands judgment against Defendant, FLORIDA MULTICULTURAL DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, INC., for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial in this action.

CERTIFICATE RE: E-FILING AND E-SERVICE

I HEREBY CERTIFY that this Complaint was filed electronically in compliance with Florida Rules of Judicial Administration 2.515 and 2.516(e).

I FURTHER CERTIFY for purposes of service of any documents after initial process that adam@adamhorowitzlaw.com and jessica@adamhorowitzlaw.com are primary.

DATED: March 12, 2024

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