

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

GENERAL JURISDICTION DIVISION

H.C., as mother and natural guardian of
JOHN DH DOE, a minor child,

CASE NO.:

Plaintiff,

v.

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

Defendants.

COMPLAINT

Plaintiff, H.C., AS MOTHER AND NATURAL GUARDIAN OF JOHN DH DOE, A MINOR CHILD, by and through her undersigned counsel, hereby files this 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 DH DOE ("PLAINTIFF"), is a minor child and an unmarried male resident of Texas. This action is being filed by H.C., his mother and natural guardian. At the time of the events giving rise to this lawsuit, Plaintiff was a resident of the State of Florida.

2. This case arises from Plaintiff's childhood sexual abuse by the Defendants' agent. Because of the sensitive nature of the allegations contained herein, Plaintiff's age, and Plaintiff's fear of additional psychological harm if his true name were to become known by the public, H.C.

has opted to bring suit using a pseudonym. Plaintiff and H.C.'s identities are already known 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 2006.

8. Plaintiff was a member of and regularly attended church services and events at IGNITE LIFE CENTER from an early age. He and his family attended religious services at IGNITE LIFE CENTER multiple times a week for several 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.

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. These adults including, but were not limited to, GABRIEL HEMENEZ (“HEMENEZ”).

12. Upon information and belief, employees and/or agents of DISTRICT were also on-site to oversee 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 by engaging in harmful, unpermitted, non-consensual sexual contact with Plaintiff.

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

18. According to police records, when first confronted by police 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. Upon information and belief, as a member church of the Assemblies of God religion, 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-

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

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 credentialling. [DISTRICT] is authorized to lead, solving matters of leadership and direction for local assemblies” like IGNITE LIFE 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. Upon information and belief, HEMENEZ sexually abused other church members before, during and after the time in which he sexually abused Plaintiff.

24. Upon information and belief, 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. For example, according to police records, in 2019, HEMENEZ was accused of sexually assaulting another church member at DEFENDANTS’ event. The alleged victim immediately reported the incident to IGNITE LIFE CENTER leadership, including but not limited to: Head Pastor Mark Vega, Pastor Esther Omeben, and Pastor Nicholas Bruce. According to records, 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 vulnerable members of the church.

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

28. Upon information and belief, these coverups of these 2019 complaints were consistent with an established and ongoing *modus operandi* at DEFENDANTS to handle allegations of sexual abuse internally so as 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. 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.

35. 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. 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.

36. Upon information and belief, IGNITE LIFE CENTER Assistant Pastor Nicholas received a report that HEMENEZ sexually abused another child at the IGNITE LIFE CENTER in October 2022. Yet despite this *third* complaint of sexual misconduct involving HEMENEZ, 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 at least two of the alleged victims continued to attend church services at IGNITE LIFE CENTER.

37. 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.

38. Upon information and belief, despite what it knew or should have known by July 2021, DEFENDANTS each failed to warn Plaintiff, law enforcement, parishioners, the general public, and/or others outside DEFENDANTS' inner sanctum about HEMENEZ's propensity to sexually abuse church members or the general risk to children who attended the Ignite Summer Internship, including Plaintiff.

39. 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.

40. 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.

41. 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.

42. Plaintiff repeats and re-alleges Paragraphs 1 through 41 above.

43. 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.

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

45. 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.

46. 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.

47. 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.

48. By accepting minor children like PLAINTIFF 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.

49. 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.

50. 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 DH DOE, by and through H.C., his mother and natural guardian, 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.

51. Plaintiff repeats and re-alleges Paragraphs 1 through 41 above.

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

53. HEMENEZ was authorized to build a close relationship with and take on the role of spiritual mentor and counselor to PLAINTIFF, 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.

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

55. HEMENEZ was authorized to touch 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.

56. 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.

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

58. 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.

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

60. 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 DH DOE, by and through H.C., his mother and natural guardian, 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
NEGLIGENCE
DEFENDANT FLORIDA MULTICULTURAL DISTRICT
COUNCIL OF THE ASSEMBLIES OF GOD, INC.

61. Plaintiff repeats and re-alleges Paragraphs 1 through 41 above.

62. 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.

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

64. 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.

65. 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.

66. 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.

67. 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.

68. 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.

69. 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 DH DOE, by and through H.C., his mother and natural guardian, 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 IV
VICARIOUS LIABILITY (*RESPONDEAT SUPERIOR*)
DEFENDANT FLORIDA MULTICULTURAL DISTRICT
COUNCIL OF THE ASSEMBLIES OF GOD, INC.

70. Plaintiff repeats and re-alleges Paragraphs 1 through 41 above.

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

72. HEMENEZ was authorized to build a close relationship with and take on the role of spiritual mentor and counselor to PLAINTIFF, 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.

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

74. 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.

75. 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.

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

77. 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.

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

79. 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 DH DOE, by and through H.C., his mother and natural guardian, 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 12th, 2024

HOROWITZ LAW
Attorneys for Plaintiff
110 E. Broward Boulevard, Suite 1530
Fort Lauderdale, FL 33301
(954) 641-2100 Telephone
(954) 828-0596 Facsimile
E-mail: adam@adamhorowitzlaw.com;
jessica@adamhorowitzlaw.com

BY: /s/ Jessica D. Arbour
ADAM D. HOROWITZ
FLORIDA BAR NO.: 376980
JESSICA D. ARBOUR
FLORIDA BAR NO. 067885