

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

JANE A DOE, an infant by her mother and natural guardian, MOTHER A DOE,

Plaintiff,

-against-

REFUGIO DE ESPERANZA, INC. a/k/a REFUGE OF HOPE and 1 BROOK VIEW RYE, LLC,

Defendants.

Index No.: _____

SUMMONS

Plaintiff designates Westchester County as the place of trial.

The basis of venue is the location in which a substantial part of the events or omissions giving rise to the Plaintiff's claims occurred.

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the JANE A DOE's attorneys within 20 days after the service of this summons, exclusive of the day of service of this summons, or within 30 days after service of this summons is complete if this summons is not personally delivered to you within the State of New York.

In case of your failure to answer this summons, a judgment by default will be taken against you for the relief demanded in the complaint, together with the costs of this action.

Dated: January 16, 2025

HOROWITZ LAW



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DEFENDANTS:

REFUGIO DE ESPERANZA, INC. d/b/a REFUGE OF HOPE

c/o Stephen M. Rhoads as Registered Agent
17 Smith Street
Brooklyn, New York 11201

1 BROOK VIEW RYE, LLC

c/o Moritt Hock Hamroff, LLP as Registered Agent
400 Garden City Plaza
Garden City, New York 11530

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

Index No.: _____

JANE A DOE, an infant by her mother and natural guardian, MOTHER A DOE,

COMPLAINT

PLAINTIFF,

-against-

REFUGIO DE ESPERANZA, INC. a/k/a REFUGE OF HOPE and 1 BROOK VIEW RYE, LLC,

Defendants.

Plaintiff, JANE A DOE, an infant by her mother and natural guardian, MOTHER A DOE, through her attorneys, HOROWITZ LAW, as and for her Complaint, respectfully alleges, upon information and belief:

THE PARTIES

1. Plaintiff JANE A DOE is an infant residing in Georgia. She brings this claim by and through her mother and natural guardian, MOTHER A DOE. Both JANE A DOE and MOTHER A DOE may be contacted through undersigned counsel.

2. This case arises from JANE A DOE’s sexual abuse by multiple individuals affiliated with the Defendants. Given the nature of the underlying allegations, as well as JANE A DOE’s tender age, JANE A DOE’s name is not contained in this Complaint so to protect her privacy. The use of pseudonyms throughout this Complaint is intended in good faith to avoid humiliation, embarrassment, shame and further psychological harm to JANE A DOE. An Application for an Order granting JANE A DOE permission to proceed pseudonymously has been filed contemporaneous with this Complaint. JANE A DOE’s identity is already known to DEFENDANTS.

3. Defendant, REFUGIO DE ESPERANZA, INC. a/k/a REFUGE OF HOPE (hereinafter REFUGIO), is a not-for-profit corporation organized under the laws of Delaware and registered to do business in New York. REFUGIO's principal place of business is located in Westchester County, New York.

4. At all times relevant, REFUGIO owned, operated, managed, maintained, supervised, and/or controlled the property located at 473 North Avenue, New Rochelle, New York known as REFUGE OF HOPE Church.

5. Defendant, 1 BROOK VIEW RYE, LLC (hereinafter "BROOK VIEW"), was, at all times relevant, a limited liability company organized and existing under the laws of the State of New York with its principal place of business located in Westchester, New York.

6. At all times relevant, BROOK VIEW owned the premises located at 1 Brook View Lane, Rye, New York.

7. REFUGIO and BROOK VIEW shall collectively be referred to as "DEFENDANTS."

JURISDICTION AND VENUE

8. Jurisdiction is proper because REFUGIO is registered to transact business in the State of New York with its principal location in Westchester, New York.

9. Jurisdiction is proper because BROOK VIEW is registered to transact business in the State of New York with its principal location in Westchester, New York.

10. Venue is proper because Westchester County is the county in which a substantial part of the acts or omissions giving rise to the JANE A DOE's claims occurred.

11. The amount of damages sought exceeds the jurisdictional limits of all lower courts that may otherwise have jurisdiction.

STATEMENT OF FACTS

12. JANE A DOE was born in 2007.

13. JANE A DOE was a member of and regularly attended church services and events at REFUGIO from an early age. She and her family attended religious services at REFUGIO for years leading up to the incidents alleged herein.

14. Upon information and belief, REFUGIO is part of the global cooperative body of the Assemblies of God religion.

JANE A DOE'S SEXUAL ABUSE BY MG¹

15. Throughout JANE A DOE's time at REFUGIO, JANE A DOE was introduced to an affiliated church of REFUGIO, the Ignite Life Center, another Assemblies of God church located in Gainesville, Florida.

16. In or around 2018, Clara Rivera, an employee and/or agent of REFUGIO and the pastor of REFUGIO, recommended to Mother A Doe that JANE A DOE attend a summer internship at Ignite Life Center named the Ignite Summer Internship.

17. In approximately summer 2018, JANE A DOE went to Florida to attend the Ignite Summer Internship. To ensure that she could attend the summer program, REFUGIO paid JANE A DOE's expenses associated with the Summer Internship.

18. The Ignite Summer Internship required children to reside at Ignite Life Center for the duration of the program, without parental supervision. JANE A DOE was assigned to a dormitory with other children, including MG, a much older camper who also attended REFUGIO.

¹ At the time of the sexual abuse alleged herein, MG was a minor. Therefore, she is being identified by her initials in this Complaint. Her identity is known to the Defendants.

19. Throughout the duration of the summer camp, MG repeatedly sexually abused JANE A DOE in the camp's dormitory and shower by fondling and penetrating JANE A DOE's breasts, buttocks and genitals against JANE A DOE's will.

20. While JANE A DOE was at the Ignite Summer Internship, she was allowed to call her parents sporadically. During one particular phone call, JANE A DOE's mother learned information that made her concerned about JANE A DOE's safety at the summer camp.

21. As a result, MOTHER A DOE called REFUGIO pastor Clara Rivera to report that she was concerned for JANE A DOE's safety at the summer camp. In response, Ms. Rivera assured MOTHER A DOE that she would investigate MOTHER A DOE's report and respond accordingly.

22. Ms. Rivera and her husband, REFUGIO employee/volunteer/agent Mariano Rivera, then traveled from New York to Florida to see JANE A DOE at the Ignite Life Summer Internship. During that trip, the Riveras, in their capacity as agents for DEFENDANTS, learned or should have learned information that JANE A DOE was being sexually abused by MG.

23. Rather than take sufficient action to end the sexual abuse of JANE A DOE, the Riveras each separately isolated and intimidated JANE A DOE to remain silent about her abuse by MG to avoid causing trouble for REFUGIO and the Ignite Life Summer Internship.

24. In order to avoid the potential scandal of child sexual abuse in its programs and otherwise protect DEFENDANTS above all else, the Riveras, in their capacities as agents and/or employees of DEFENDANTS, assured MOTHER A DOE that JANE A DOE was safe and in no danger at Ignite Life Center, despite actual or constructive knowledge that JANE A DOE remained vulnerable to additional acts of sexual abuse by MG.

25. When the summer camp ended, both JANE A DOE and MG returned to New York and resumed worship at REFUGIO.

26. Later that summer, in approximately August 2018, DEFENDANTS organized and hosted a barbecue for the children of REFUGIO at 1 Brook View Lane, Rye, New York, a property owned by BROOK VIEW (hereinafter “the barbecue”).

27. In addition to their respective roles as employees, volunteers, and/or agents of REFUGIO, Mariano Rivera and Clara Rivera were, at all times relevant, also employees and/or agents of BROOK VIEW.

28. Upon information and belief and at all times relevant, Clara and Mariano Rivera were the primary residents of 1 Brook View Lane, Rye, New York, and, in their capacities as agents and/or employees of DEFENDANTS, often used the BROOK VIEW premises for events attended by REFUGIO congregants, including the barbecue.

29. DEFENDANTS hosted the barbecue only for the minor children who attended REFUGIO. Parents, including, but not limited to MOTHER A DOE, were not invited to attend the event.

30. Despite having actual and/or constructive knowledge of MG’s abuse perpetrated upon JANE A DOE and the risk she posed to other children, DEFENDANTS nonetheless invited MG to attend the barbecue, which JANE A DOE also attended.

31. During the barbecue, JANE A DOE was left unsupervised with MG at BROOK VIEW, despite what DEFENDANTS knew or should have known of the risk of harm that MG posed to JANE A DOE.

32. During the barbecue, MG once again sexually abused the minor JANE A DOE by engaging in acts that would constitute a sexual offense under Article 130 of the New York Penal Law.

33. At the time of MG's sexual assault of JANE A DOE at the barbecue, DEFENDANTS each controlled and/or operated BROOK VIEW.

34. At all times relevant, DEFENDANTS knew or should have known that MG was a risk to sexually abuse children, including JANE A DOE, before and during the time of the barbecue.

35. DEFENDANTS, by and through their respective agents, managers, employees, and directors knew, or through the exercise of reasonable care should have known, that MG had a propensity to sexually abuse Jane A Doe prior to the barbecue, yet they took no action to protect JANE A DOE from her.

36. At all times relevant, DEFENDANTS had a superior knowledge of the risk of harm that JANE A DOE would be sexually abused in their care and failed to inform JANE A DOE and/or her parents of their superior knowledge of the risk of harm to JANE A DOE.

37. To the contrary, DEFENDANTS misrepresented to JANE A DOE and her parents that JANE A DOE was safe and sufficiently cared for while in the care and/or presence of DEFENDANTS.

38. At all times relevant, DEFENDANTS failed to inform JANE A DOE's parents of the risk of harm posed to JANE A DOE at the barbecue and otherwise failed to inform JANE A DOE's parents of the sexual abuse of JANE A DOE that DEFENDANTS knew or should have known about prior to the barbecue.

39. DEFENDANTS failed to investigate and/or took no action in response to the 2018 allegations made by Mother A Doe against MG at the Ignite Summer Internship and continued to allow MG unsupervised access to JANE A DOE while JANE A DOE was entrusted to their care in New York.

40. Upon information and belief, DEFENDANTS' failure to take corrective action in response to the 2018 allegations at the Ignite Summer Internship was consistent with an established and ongoing *modus operandi* by DEFENDANTS to handle allegations of sexual abuse internally so to avoid scrutiny, public scandal, and potential financial losses from allegations of child sexual abuse becoming public information.

JANE A DOE'S SEXUAL ABUSE BY RUBEN TAVAREZ

41. In addition to the sexual abuse perpetrated by MG, JANE A DOE was also sexually abused by Ruben Tavaréz (hereinafter "TAVAREZ"), an adult male and youth leader at REFUGIO, in approximately August 2021. TAVAREZ is also the son of REFUGIO's associate pastor.

42. For some time prior to his sexual assault of JANE A DOE, TAVAREZ groomed and exhibited behaviors that signaled a risk that he would sexually abuse JANE A DOE. The grooming and "red flag behaviors" occurred while the two attended REFUGIO events and/or on premises owned, operated, and/or controlled by REFUGIO. Among other things, TAVAREZ openly and obviously showed inappropriate physical affection toward JANE A DOE in plain view of employees, volunteers, and agents of REFUGIO.

43. In approximately late 2021 or early 2022, TAVAREZ sexually abused JANE A DOE by engaging her in acts that would constitute a sexual offense under Article 130 of the New York Penal Law at a REFUGIO event, while TAVAREZ was working as a REFUGIO youth leader responsible for the safety and security of JANE A DOE, and on premises owned, operated and/or controlled by REFUGIO.

44. After the first incident of sexual abuse, TAVAREZ continued his sexual abuse and exploitation of JANE A DOE by forcing her to engage in graphic electronic communications of a

sexual nature for several months until he was caught and confronted by MOTHER A DOE. At that time, TAVAREZ admitted to his sexual misconduct with JANE A DOE.

45. At all relevant times, TAVAREZ was an employee, volunteer, and/or agent of REFUGIO who knew and gained access to JANE A DOE by and through his role with REFUGIO.

46. REFUGIO, by and through its respective agents, managers, employees, and directors knew, or through the exercise of reasonable care should have known, that TAVAREZ had a propensity to engage in sexual misconduct with children he encountered by virtue of his leadership role in REFUGIO prior to 2021, yet they took no action to protect the minor JANE A DOE from him.

47. Upon information and belief, REFUGIO's failure to take corrective action against TAVAREZ prior to his sexual abuse of JANE A DOE was consistent with an established and ongoing *modus operandi* by REFUGIO to handle allegations of sexual abuse internally so to avoid scrutiny, public scandal, and potential financial losses from allegations of child sexual abuse becoming public information.

48. TAVAREZ's sexual abuse of JANE A DOE was accomplished in whole or in part by virtue of his position as REFUGIO's employee, volunteer, and/or agent, and the corresponding trust that JANE A DOE and her family placed in TAVAREZ as a result of his position with REFUGIO.

DEFENDANTS' FAILURE TO PROTECT JANE A DOE FROM ABUSE

49. At all times material, JANE A DOE, and those responsible for her safety and well-being, entrusted her safety and well-being to DEFENDANTS and their agents. DEFENDANTS

had a corresponding obligation and duty to be solicitous for, as well as protective of, JANE A DOE in the exercise of their respective positions of trust, confidentiality, and moral authority.

50. At all times relevant hereto, DEFENDANTS owed JANE A DOE 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 JANE A DOE, from sexual abuse and exploitation at REFUGIO events and/or while JANE A DOE was present on premises owned, operated and/or controlled by DEFENDANTS.

51. DEFENDANTS falsely promoted their activities and premises as being safe, moral, and otherwise free of a risk of harm when it knew or should have known otherwise.

52. At all times relevant hereto, BROOK VIEW had a duty: (1) to maintain its premises in a safe condition and prevent those on the property from foreseeable harm; (2) to provide reasonably sufficient protection to JANE A DOE when it was aware of the risk of harm MG posed to JANE A DOE while on the BROOK VIEW premises; (3) to protect its guests, including the minor JANE A DOE, from foreseeable harm caused by the criminal conduct of others while on its premises; and (4) to exercise reasonable care in the supervision, oversight, management, retention, and control of the actions and conduct of all BROOK VIEW employees, volunteers, and agents, including Clara and Mariano Rivera.

53. At all times relevant hereto, REFUGIO had a duty to exercise reasonable care in: (1) the supervision, oversight, management, retention, and control of the actions and conduct of all REFUGIO employees, volunteers, and agents, including, but not limited to, the Riveras and TAVAREZ; (2) the protection of minor children on all properties operated and/or controlled by REFUGIO including the church premises and, at the time of the barbecue, the BROOK VIEW premises; (3) ensuring the safety of the minor children attending REFUGIO programs and

activities, including the barbecue; and (4) the safety and security of minor children entrusted to the care and custody of REFUGIO, including JANE A DOE.

54. DEFENDANTS each had actual or constructive notice that MG had previously sexually abused JANE A DOE and/or otherwise posed a risk of harm to JANE A DOE prior to the barbecue.

55. Upon information and belief, REFUGIO had actual or constructive notice that TAVAREZ had a sexual interest in children and that he used his position as an employee, agent, and/or volunteer of REFUGIO to groom and sexually abuse children prior to late 2021.

56. Prior to late 2021, DEFENDANTS each had a general awareness that their respective employees, volunteers, and agents were a risk to sexually abuse the minor children entrusted to their care and that a failure to prevent, mitigate, and/or properly investigate complaints of sexual abuse could lead to children being sexually abused.

57. Prior to August 2018, DEFENDANTS each had a general awareness that older children were a risk to sexually abuse younger children if steps were not taken to prevent, mitigate, or properly investigate complaints of suspected sexual abuse.

58. MG's sexual abuse of JANE A DOE at DEFENDANTS' barbecue was accomplished in whole or in part by virtue of DEFENDANTS' failure to take corrective action when DEFENDANTS knew or should have known of the sexual abuse perpetrated by MG against JANE A DOE in Florida, and DEFENDANTS' decisions to allow MG continued, unsupervised, access to Jane A Doe at the barbecue.

59. MG's sexual abuse of JANE A DOE at DEFENDANTS' barbecue was accomplished in whole or in part by virtue of DEFENDANTS' failure to develop and/or enforce adequate policies for the prevention, investigation, and mitigation of child sexual abuse when

DEFENDANTS knew or should have known of the risk of harm to children, including JANE A DOE, that would result from a failure to develop and/or enforce such policies.

60. MG's sexual abuse of JANE A DOE at DEFENDANTS' barbecue was accomplished in whole or in part by virtue of DEFENDANTS' failure to warn JANE A DOE's parents of the risk of harm presented by MG to JANE A DOE, DEFENDANTS' failure to develop and/or enforce adequate child protection policies, and DEFENDANTS' failure to provide a safe environment for JANE A DOE while she was entrusted to DEFENDANTS' care.

61. It was reasonably foreseeable to DEFENDANTS that MG would sexually abuse JANE A DOE at DEFENDANTS' barbecue due to their actual and/or constructive knowledge of JANE A DOE's prior abuse perpetrated by MG at the Ignite Summer Internship and their failure to properly investigation and/or take corrective action.

62. REFUGIO placed TAVAREZ in a position to do harm to third parties he encountered by virtue of his position with REFUGIO, including JANE A DOE. TAVAREZ used his position to identify potential victims and to gain their trust prior to and during his abuse of JANE A DOE. It was therefore reasonably foreseeable to REFUGIO that TAVAREZ would use his position with REFUGIO to sexually abuse and exploit those he encountered by virtue of his position, including JANE A DOE.

63. Upon information and belief, despite what it knew or should have known by August 2018, DEFENDANTS failed to warn JANE A DOE, law enforcement, parishioners, the general public, and/or others outside DEFENDANTS' inner sanctums about the risk that children entrusted to their care might be sexually abused due to DEFENDANTS' individual and collective failures to act with reasonable care in the investigation, prevention, and mitigation of sexual abuse.

64. Upon information and belief, DEFENDANTS committed additional acts and omissions regarding JANE A DOE's sexual abuse by MG and TAVAREZ that have not yet been made public but that made JANE A DOE vulnerable to sexual abuse.

65. REFUGIO created a foreseeable risk of sexual abuse by TAVAREZ for the JANE A DOE, specifically, and for minor children who encountered TAVAREZ through his role with REFUGIO generally. Despite this, REFUGIO: (1) failed to take necessary precautions to warn JANE A DOE (or anyone else) about TAVAREZ' propensity to sexually abuse vulnerable church members, (2) failed to adequately supervise TAVAREZ, (3) failed to take appropriate remedial action when it knew or should have known of the risk created by TAVAREZ, (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 REFUGIO, and (6) otherwise failed to act to lessen the risk that TAVAREZ would sexually abuse the JANE A DOE.

66. TAVAREZ's sexual abuse of JANE A DOE at REFUGIO was accomplished in whole or in part by virtue of REFUGIO's failure to take corrective action when REFUGIO knew or should have known of the risk of harm that TAVAREZ posed to children entrusted to his care, including JANE A DOE.

67. TAVAREZ's sexual abuse of JANE A DOE at REFUGIO was accomplished in whole or in part by virtue of REFUGIO's failure to develop and/or enforce adequate policies for the prevention, investigation, and mitigation of child sexual abuse when REFUGIO knew or should have known of the risk of harm to children, including JANE A DOE, from a failure to develop and/or enforce such policies.

68. TAVAREZ's sexual abuse of JANE A DOE at REFUGIO was accomplished in whole or in part by virtue of REFUGIO's failure to warn JANE A DOE's parents of the risk of harm posed by TAVAREZ due to its failure to take corrective action against TAVAREZ when it knew or should have known that he was a risk to sexually abuse children, as well as a failure by REFUGIO to warn JANE A DOE's parents of its failure to develop and/or enforce adequate child protection policies and its other negligent acts and omissions that led to JANE A DOE's sexual abuse by TAVAREZ.

69. At all times relevant, REFUGIO intended for church members, including JANE A DOE and her parents, to believe that anyone affiliated with the Church 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 REFUGIO for religious services and events, when it knew or should have known that these representations were false.

AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT REFUGIO DE ESPERANZA, INC. a/k/a REFUGE OF HOPE
NEGLIGENT SUPERVISION AND RETENTION OF TAVAREZ

70. JANE A DOE incorporates paragraphs 1 through 69 of this Complaint as if set forth fully herein.

71. At all material times, JANE A DOE was a minor child who participated in church services and programs at REFUGIO, where TAVAREZ was a church leader and an employee, volunteer, and/or agent of REFUGIO.

72. At all times material, TAVAREZ was an employee, volunteer and/or agent of REFUGIO.

73. Based upon what it knew or should have known before late 2021, REFUGIO had a general awareness of the risk that its adult employees, volunteers, and/or agents would sexually

abuse minor children entrusted to their care if REFUGIO failed to take reasonable steps to prevent and to address abuse.

74. Based upon what it knew or should have known before late 2021, REFUGIO knew or should have known that TAVAREZ was a risk to use his position of power and trust over JANE A DOE to sexually abuse JANE A DOE.

75. At all times relevant, REFUGIO owed a duty to exercise reasonable care in the selection, assignment and supervision of employees, volunteers, and/or agents charged with the safety and care of minor children at REFUGIO, including TAVAREZ.

76. At all times relevant, REFUGIO 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.

77. At all times relevant, REFUGIO owed a duty to exercise reasonable care in the training and supervision of all employees, volunteers, and agents of REFUGIO to ensure that minor children like JANE A DOE were protected from sexual abuse at REFUGIO.

78. At all times relevant, REFUGIO had a duty to exercise reasonable care in the supervision and retention of its employees, volunteers, and agents, including, but not limited to, TAVAREZ and those responsible for his supervision, so as to prevent the sexual abuse of children at REFUGIO, including JANE A DOE.

79. REFUGIO breached its duties in one or more ways, including but not limited to: (1) failing to take necessary precautions to warn JANE A DOE (or anyone else) about what it knew about TAVAREZ's propensity to sexually abuse vulnerable church members prior to 2021, (2) failing to adequately supervise TAVAREZ in the performance of his duties and/or control his conduct while he was REFUGIO's employee, volunteer and/or agent, (3) failing to take

appropriate remedial action when it knew or should have known of the risk created by TAVAREZ, (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 REFUGIO, and (6) otherwise failing to act to lessen the risk that TAVAREZ would sexually abuse JANE A DOE.

80. As a direct and proximate result of the foregoing breaches of duty, JANE A DOE has suffered, and will continue to suffer, physical, psychological and emotional injuries, mental anguish and the loss of enjoyment of life. These injuries are permanent and ongoing in nature.

81. Therefore, JANE A DOE, by and through her mother and natural guardian, MOTHER A DOE, seeks compensatory and punitive damages against Defendant REFUGIO DE ESPERANZA, INC. a/k/a REFUGE OF HOPE.

AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT REFUGIO DE ESPERANZA, INC. a/k/a REFUGE OF HOPE
PREMISES LIABILITY FOR MG'S ABUSE OF PLAINTIFF

82. JANE A DOE incorporates paragraphs 1 through 69 of this Complaint as if set forth fully herein.

83. At all times relevant, REFUGIO owned, occupied, controlled, and/or made special use of the BROOK VIEW property at the time that MG sexually abused JANE A DOE in approximately August 2018.

84. At all times relevant, REFUGIO conceived of, planned, orchestrated and/or supervised the barbecue on the BROOK VIEW property.

85. Therefore, REFUGIO owed a duty of care to its attendees, including JANE A DOE, to keep the premises in a reasonably safe condition, including preventing JANE A DOE from falling prey to reasonably foreseeable criminal acts by a third party.

86. At all times relevant hereto, REFUGIO had a duty: (1) to maintain the barbecue's premises in a safe condition and prevent those on the property from foreseeable harm; (2) to provide reasonably sufficient protection to JANE A DOE when it was aware of the risk of harm MG posed to JANE A DOE while at the barbecue; (3) to protect its guests, including the minor JANE A DOE, from foreseeable harm caused by the criminal conduct of others while at the barbecue; and (4) to exercise reasonable care in the supervision, oversight, management, retention, and control of the actions and conduct of all REFUGIO employees, volunteers, and agents.

87. MG's sexual abuse of JANE A DOE was reasonably foreseeable to REFUGIO, based, in part, upon MG's prior abuse of JANE A DOE and REFUGIO's actual or constructive knowledge of it.

88. MG's sexual abuse of JANE A DOE was reasonably foreseeable to REFUGIO based, in part, upon an awareness by REFUGIO that older children were a risk to sexually abuse younger children when they were allowed to be together without adequate supervision.

89. MG's sexual abuse of JANE A DOE was reasonably foreseeable to REFUGIO based upon REFUGIO's failure to develop and/or enforce reasonable child sexual abuse prevention policies, or to otherwise act reasonably in the prevention of JANE A DOE's sexual abuse by MG.

90. REFUGIO breached its duty of care to JANE A DOE by (1) failing to adequately supervise MG and/or JANE A DOE while the children were entrusted to the care and supervision of REFUGIO, (2) failing to warn JANE A DOE's parents of the risk of harm posed by MG despite superior knowledge of the risk of harm, (3) failing to warn JANE A DOE's parents that REFUGIO knew of a risk of harm but did not have adequate policies or procedures in place to prevent MG from sexually abusing JANE A DOE, (4) failing to enforce the policies and procedures that were

in place to prevent the risk of harm to children entrusted to the care and supervision of REFUGIO, and (5) otherwise failing to protect her from or prevent MG's sexual abuse during REFUGIO's barbecue in approximately August 2018.

91. As a direct and proximate result of the foregoing breaches of duty, JANE A DOE has suffered, and will continue to suffer, physical, psychological and emotional injuries, mental anguish and the loss of enjoyment of life. These injuries are permanent and ongoing in nature.

92. Therefore, JANE A DOE, by and through her mother and natural guardian, MOTHER A DOE, seeks compensatory and punitive damages against Defendant REFUGIO DE ESPERANZA, INC. a/k/a REFUGE OF HOPE.

AS AND FOR A THIRD CAUSE OF ACTION
AGAINST DEFENDANT 1 BROOK VIEW RYE, LLC
PREMISES LIABILITY FOR MG'S ABUSE OF PLAINTIFF

93. JANE A DOE incorporates paragraphs 1 through 69 of this Complaint as if set forth fully herein.

94. At all times relevant, BROOK VIEW owned, occupied, controlled, and/or made special use of the BROOK VIEW property at the time that MG sexually abused JANE A DOE in approximately August 2018.

95. At all times relevant, BROOK VIEW conceived of, planned, orchestrated and/or supervised the barbecue on the BROOK VIEW property.

96. Therefore, BROOK VIEW owed a duty of care to the barbecue's attendees, including JANE A DOE, to keep the premises in a reasonably safe condition, including preventing JANE A DOE from falling prey to reasonably foreseeable criminal acts by a third party.

97. At all times relevant hereto, BROOK VIEW had a duty: (1) to maintain the BROOK VIEW premises in a safe condition and prevent those on the property from foreseeable harm; (2)

to provide reasonably sufficient protection to JANE A DOE when it was aware of the risk of harm to JANE A DOE while at the barbecue; (3) to protect its guests, including the minor JANE A DOE, from foreseeable harm caused by the criminal conduct of others while at the barbecue; and (4) to exercise reasonable care in the supervision, oversight, management, retention, and control of the actions and conduct of all BROOK VIEW employees, volunteers, and agents at the barbecue.

98. MG's sexual abuse of JANE A DOE was reasonably foreseeable to BROOK VIEW, based, in part, upon MG's prior abuse of JANE A DOE and BROOK VIEW's actual or constructive knowledge of it.

99. MG's sexual abuse of JANE A DOE was reasonably foreseeable to BROOK VIEW based, in part, upon an awareness by BROOK VIEW that older children were a risk to sexually abuse younger children when left unsupervised on its premises.

100. MG's sexual abuse of JANE A DOE was reasonably foreseeable to BROOK VIEW based upon BROOK VIEW's failure to develop and/or enforce reasonable child sexual abuse prevention policies, or to otherwise act reasonably in the prevention of JANE A DOE's sexual abuse by MG.

101. BROOK VIEW breached its duty of care to JANE A DOE by (1) failing to adequately supervise MG and/or JANE A DOE while the children were entrusted to the care and supervision of BROOK VIEW, (2) failing to warn JANE A DOE's parents of the risk of harm posed by MG despite superior knowledge of the risk of harm, (3) failing to warn JANE A DOE's parents that BROOK VIEW knew of a risk of harm but did not have adequate policies or procedures in place to prevent MG from sexually abusing JANE A DOE, (4) failing to enforce the policies and procedures that were in place to prevent the risk of harm to children entrusted to the

care and supervision of BROOK VIEW, and (5) otherwise failing to protect JANE A DOE from MG's sexual abuse during the barbecue

102. As a direct and proximate result of the foregoing breaches of duty, JANE A DOE has suffered, and will continue to suffer, physical, psychological and emotional injuries, mental anguish and the loss of enjoyment of life. These injuries are permanent and ongoing in nature.

103. Therefore, JANE A DOE, by and through her mother and natural guardian, MOTHER A DOE, seeks compensatory and punitive damages against 1 BROOK VIEW RYE, LLC.

NO APPORTIONMENT OF LIABILITY

104. Pursuant to CPLR 1603, the foregoing causes of action are exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(2), CPLR 1602(5), 1602(7) and 1602(11), thus precluding defendant from limiting its liability by apportioning some portion of liability to any joint tortfeasor.

JURY DEMAND

105. JANE A DOE hereby demands a trial by jury.

PRAYER FOR RELIEF

106. WHEREFORE, JANE A DOE demands judgment against Defendant REFUGIO DE ESPERANZA, INC. a/k/a REFUGE OF HOPE for her respective causes of action, together with compensatory and punitive damages, and the interest, cost and disbursements pursuant to his causes of action, and such other and further relief as the Court deems just and proper.

107. WHEREFORE, JANE A DOE demands judgment against Defendant 1 BROOK VIEW RYE, LLC, for her respective causes of action, together with compensatory and punitive damages, and the interest, cost and disbursements pursuant to his causes of action, and such other

and further relief as the Court deems just and proper.

Dated: January 16, 2025

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