

1 Robert E. Pastor, SBN 021963
2 MONTOYA, LUCERO & PASTOR, P.A.
3 3200 North Central Ave, Suite 2550
4 Phoenix, Arizona 85012
5 Phone: (602) 279-8969
6 Fax: (602) 256-6667
7 pastor@mlpattorneys.com
8 *Attorneys for Plaintiff*

Jeffrey R. Anderson, MN SBN 2057
Mike Finnegan, MN SBN 033649X
Josh Peck, MN SBN 0395581
JEFF ANDERSON & ASSOCIATES, PA
366 Jackson Street, Suite 100
St. Paul, MN 55101
Phone: (651)227-9990
Fax: (651)297-6543
jeff@andersonadvocates.com
mike@andersonadvocates.com
josh@andersonadvocates.com
(Pro Hac Vice Pending)

9
10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **IN AND FOR THE COUNTY OF MARICOPA**

12 JANE CE DOE, a married woman,

13 Plaintiff,

14 v.

15 THE ROMAN CATHOLIC CHURCH OF
16 THE DIOCESE OF PHOENIX, a corporation
17 sole; OUR LADY OF PERPETUAL HELP
18 ROMAN CATHOLIC PARISH GLENDALE
19 a/k/a OUR LADY OF PERPETUAL HELP
20 CATHOLIC PARISH, an Arizona
21 Corporation; CATHOLIC RENEWAL
22 MINISTRIES, INC. a/k/a DIOCESE OF
23 PHOENIX CATHOLIC RENEWAL
24 MINISTRIES a/k/a CATHOLIC RENEWAL
25 MINISTRIES DIOCESE OF PHOENIX
26 JOHN DOE 1-100; JANE DOE 1-100; and
27 BLACK & WHITE Corporations 1-100,

28 Defendants.

Case No.:

COMPLAINT

(Tort – Negligence – Non-Motor
Vehicle)

Plaintiff, for her complaint, states and alleges the following:

1. Plaintiff, Jane CE Doe, is a resident of Pima County, Arizona. The acts, events, and or omissions occurred in Maricopa County, Arizona. This cause of action

1 arises out of acts, events or omissions that occurred in Maricopa County,
2 Arizona.

3 2. Defendant the Roman Catholic Church of the Diocese of Phoenix (Diocese of
4 Phoenix) is a sole corporation. The presiding Bishops of the Diocese of
5 Phoenix during the relevant times at issue in this Complaint are Bishop Edward
6 A. McCarthy (1969-1976), Bishop James S. Rausch (1977-1981), Bishop
7 Thomas J. O'Brien (1982-2003), and Bishop Thomas J. Olmsted (2003 –
8 present).

9 3. The Diocese of Phoenix is incorporated in the State of Arizona and has its
10 principal place of business in Phoenix, Maricopa County, Arizona. The
11 Diocese of Phoenix was canonically erected on December 2, 1969 by Pope
12 Paul VI. The territory of the Diocese of Phoenix encompasses approximately
13 43,000 square miles including Maricopa, Mohave, Yavapai, and Coconino
14 Counties. The Diocese of Phoenix owns, operates, and or controls ninety-three
15 (93) parishes, twenty-nine (29) Catholic Elementary Schools, and Six (6)
16 Catholic High Schools.

17 4. The Diocese of Phoenix has several programs that seek out the participation of
18 children including, but not limited to, schools and other educational programs.
19 The Diocese, through its officials, has complete control over those activities
20 and programs involving children. The Diocese has the power to appoint, train,
21 supervise, monitor, remove, and terminate each and every person working with
22 children within the Diocese.

23 5. Defendant Diocese of Phoenix, acting through its Bishops, priests, brothers,
24 clerics, provincials, employees, and agents of any kind caused acts, events, or
25 omissions to occur in Maricopa County, Pima County and Yuma County,
26 Arizona out of which these claims arise.

27 6. Defendant Our Lady of Perpetual Help Roman Catholic Parish Glendale a/k/a
28 Our Lady of Perpetual Help Catholic Parish (“OLPH GLENDALE”), was and

1 continues to be an organization authorized to conduct business and conducting
2 business in the State of Arizona, with its principal place of business at 5614
3 West Orangewood, Glendale, Arizona 85301 includes, but is not limited to, the
4 OLPH GLENDALE corporation and any other organizations and/or entities
5 operating under the same or similar name with the same or similar principal
6 place of business.

7 7. At all times material, OLPH GLENDALE was and continues to be under the
8 direct authority, control, and province of Defendant Diocese and the Bishop of
9 Defendant Diocese. Defendant OLPH GLENDALE includes any school
10 affiliated with OLPH GLENDALE. At all times material, Defendants OLPH
11 GLENDALE and Diocese of Phoenix owned, operated, managed, maintained,
12 and controlled OLPH GLENDALE.

13 8. Defendant OLPH GLENDALE, acting through its Bishops, priests, brothers,
14 clerics, provincials, employees, and agents of any kind caused acts, events, or
15 omissions to occur in Maricopa County, Arizona out of which these claims
16 arise.

17 9. Defendant Catholic Renewal Ministries, Inc. a/k/a Diocese of Phoenix Catholic
18 Renewal Ministries a/k/a Catholic Renewal Ministries Diocese of Phoenix
19 (“Renewal Ministries”), was and continues to be an organization authorized to
20 conduct business and conducting business in the State of Arizona, with its
21 principal place of business at 400 East Monroe Street, Phoenix, Arizona 85004.
22 Renewal Ministries includes, but is not limited to, the Renewal Ministries
23 corporation and any other organizations and/or entities operating under the
24 same or similar name with the same or similar principal place of business.

25 10. At all times material, Renewal Ministries was and continues to be under the
26 direct authority, control, and province of Defendant Diocese and the Bishop of
27 Defendant Diocese. At all times material, Defendants Renewal Ministries and
28 Diocese of Phoenix owned, operated, managed, maintained, and controlled

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Renewal Ministries.

- 11. Defendant Renewal Ministries, acting through its Bishops, priests, brothers, clerics, provincials, employees, and agents of any kind caused acts, events, or omissions to occur in Maricopa County, Arizona out of which these claims arise.
- 12. At all times alleged, Defendant Diocese of Phoenix, Defendant OLPH GLENDALE, and Defendant Renewal Ministries, their Bishops, Archbishops, priests, brothers, clerics, provincials, employees, and or agents were acting within the course and scope of employment or alternatively, acting within their actual or apparent authority.
- 13. Defendants JOHN DOE 1-100, JANE DOE 1-100, and BLACK AND WHITE CORPORATIONS 1-100, are fictitious names designating an individual or individuals or legal entities not yet identified who have acted in concert with the named Defendants either as principals, agents, co-participants, or co-conspirators whose true names Plaintiff may insert when identified.
- 14. Plaintiff is informed and believes, and on that basis alleges, that at all times alleged herein, Defendants and each of them and JOHN DOES 1-100, JANE DOES 1-100, and BLACK and WHITE CORPORATIONS 1-100, inclusive, were the agents, representatives and or employees of each and every other Defendant. In doing the things hereinafter alleged, Defendants, and each of them, JOHN DOES 1-100, JANE DOES 1-100, and BLACK and WHITE CORPORATIONS 1-100, inclusive, were acting within the course and scope of said alternative personality, capacity, indemnity, agency, representation and or employment and were within their actual or apparent authority.
- 15. This Court has jurisdiction over the parties and the subject matter of this action, and venue is proper in this Court.

Facts

- 16. In 1982, a Roman Catholic Bishop ordained Fr. Washington Cordova (“Fr.

- 1 Cordova”) into the priesthood.
- 2 17. At all times material, Fr. Cordova was a Roman Catholic priest employed by
- 3 and/or an agent of Defendants Diocese of Phoenix, OLPH Glendale and/or
- 4 Renewal Ministries. Fr. Cordova remained under the direct supervision,
- 5 employ, and/or control of Defendants.
- 6 18. Defendant Diocese of Phoenix assigned, appointed and or authorized Fr.
- 7 Cordova to various parishes and or assignments throughout the Diocese of
- 8 Phoenix, including but not limited to St. Augustine Roman Catholic Parish, the
- 9 OLPH Glendale and Renewal Ministries.
- 10 19. The Bishop of the Diocese of Phoenix has a responsibility to ensure that priests
- 11 of the Diocese of Phoenix are living a chaste life. The Bishop of Phoenix also
- 12 has a responsibility to make sure that the priests working within the Diocese of
- 13 Phoenix are fulfilling the promise of celibacy.
- 14 20. The Bishop of Phoenix has ultimate authority over the Diocese of Phoenix. The
- 15 Bishop of Phoenix has three primary roles, teaching, sanctifying and governing.
- 16 As teacher, the Bishop of Phoenix is the primary teacher in the Diocese and
- 17 overlooks all of the teaching function of the Diocese of Phoenix. In his role as
- 18 governor of the Diocese of Phoenix, the Bishop of Phoenix manages the
- 19 business of the Diocese including making assignments of clergy, and
- 20 assignments to other offices within the diocesan structure.
- 21 21. The Bishop of Phoenix has sole authority to decide how the Diocese of Phoenix
- 22 is governed.
- 23 22. The parishes of the Diocese of Phoenix are under the leadership, supervision
- 24 and authority of the Bishop of Phoenix. Although each parish is separately
- 25 incorporated, each parish has three voting members. The voting members of
- 26 each parish are the pastor of the parish, the vicar general, who acts on behalf of
- 27 the bishop, and the Bishop of Phoenix.
- 28 23. The Bishop of Phoenix has a special relationship with the students who attend

1 Catholic schools and with children who participate in Catholic educational
2 activities and Catholic youth activities in the Diocese of Phoenix.

3 24. Catholic priests who were assigned to parishes that had elementary schools
4 attached to the parish are part of the teaching function of the Diocese of
5 Phoenix.

6 25. Defendants placed Fr. Cordova in positions of trust where he had access to and
7 worked with children as an integral part of his work.

8 26. Defendants held their leaders and agents out as people of high morals, as
9 possessing immense power, teaching families and children to obey these
10 leaders and agents, teaching families and children to respect and revere these
11 leaders and agents, soliciting youth and families to their programs, marketing
12 to youth and families, recruiting youth and families, and holding out the people
13 that worked in the programs as safe.

14 27. Plaintiff was raised in a devout Catholic family and attended OLPH Glendale
15 in Glendale, Arizona, in the Diocese of Phoenix. Plaintiff and Plaintiff's family
16 came in contact with Fr. Cordova as an agent and representative of Defendants,
17 and at OLPH Glendale.

18 28. Plaintiff participated in youth activities, educational activities, and/or church
19 activities at OLPH Glendale, Renewal Ministries, and other properties owned,
20 operated, and or controlled by the Diocese of Phoenix and or OLPH Glendale
21 by and through its Bishops, priests, brothers, clerics, volunteers, employees and
22 or agents of any kind. Plaintiff, therefore, developed great admiration, trust,
23 reverence, and respect for the Roman Catholic Church, including their agents,
24 including Fr. Cordova.

25 29. During and through these activities, Plaintiff, as a minor and vulnerable child,
26 was dependent on Defendants and Fr. Cordova. Defendants had custody of
27 Plaintiff and accepted the entrustment of Plaintiff and, therefore, had
28 responsibility for Plaintiff and authority over Plaintiff.

- 1 30. From approximately 1992 to 1993, when Plaintiff was approximately 12 to 14
2 years old, Fr. Cordova engaged in unpermitted sexual contact with Plaintiff.
- 3 31. Fr. Cordova committed the sexual abuse of Plaintiff during the course of and/or
4 within the scope of and/or incidental to his employment and or agency with
5 Defendants.
- 6 32. The unpermitted sexual contact Fr. Cordova perpetrated on Plaintiff, included,
7 but was not limited to conduct defined by Arizona Revised Statutes § 13-1401
8 and or § 13-1405.
- 9 33. Plaintiff's mother reported the sexual abuse to the Diocese of Phoenix in
10 approximately 1993.
- 11 34. Years later, Plaintiff and her family reported the sexual abuse to law
12 enforcement.
- 13 35. Upon information and belief, after criminal prosecutors charged Fr. Cordova
14 for sexual abuse of children, including Plaintiff, Fr. Cordova fled the United
15 States seeking protection from the Roman Catholic Church, including other
16 priests, bishops and or archbishops throughout the world.
- 17 36. Plaintiff's relationship to Defendants, as a vulnerable child, student and
18 participant in school activities and religious education, was one in which
19 Plaintiff was subject to the ongoing influence of Defendants and Fr. Cordova.
- 20 37. Each Defendant owed a duty of care to Plaintiff not to place Fr. Cordova in a
21 setting that would pose a danger to Plaintiff.
- 22 38. Defendants knew, should have known and/or were deliberately ignorant that
23 Fr. Cordova was a danger to children before Fr. Cordova sexually assaulted
24 Plaintiff.
- 25 39. Prior to the sexual abuse of Plaintiff, Defendants knew, should have known
26 and/or were deliberately ignorant that Fr. Cordova was not fit to work with
27 children. Defendants, by and through their agents, servants and/or employees,
28 became aware, or should have become aware and or were deliberately ignorant

1 of Fr. Cordova's propensity to commit sexual abuse and of the risk to Plaintiff's
2 safety. At the very least, Defendants knew or should have known that they did
3 not have sufficient information about whether or not their leaders and people
4 working at Catholic institutions within the Diocese of Phoenix were safe.

5 40. Defendants knew or should have known that there was a risk of child sex abuse
6 for children participating in Catholic programs and activities within the
7 Diocese. At the very least, Defendants knew or should have known that they
8 did not have sufficient information about whether or not there was a risk of
9 child sex abuse for children participating in Catholic programs and activities
10 within the Diocese of Phoenix.

11 41. Defendants knew or should have known that Defendants had numerous agents
12 who had sexually molested children. Defendants knew or should have known
13 that child molesters have a high rate of recidivism. Defendants knew or should
14 have known that some of the leaders and people working in Catholic
15 institutions within the Diocese were not safe and that there was a specific
16 danger of child sex abuse for children participating in their youth programs.

17 42. Instead, Defendants negligently deemed that Fr. Cordova was fit to work with
18 children and/or that any previous problems were fixed or cured and/or that Fr.
19 Cordova would not sexually assault children and/or that Fr. Cordova would not
20 injure children.

21 43. Defendants owed Plaintiff a duty of reasonable care because they had superior
22 knowledge about the risk that Fr. Cordova posed to Plaintiff, the risk of abuse
23 in general in their programs and/or the risks that their facilities posed to minor
24 children.

25 44. The culture of the Catholic Church over Plaintiff created pressure on Plaintiff
26 not to immediately report the abuse Plaintiff suffered.

27 45. The Roman Catholic Church, including Defendants, maintains a culture of
28 secrecy and concealment in all matters involving the sexual misdeeds of priests

1 and clerics. The culture of secrecy and concealment of clergy sexual abuse has
2 been the official and unofficial policy of the Roman Catholic Church, and each
3 Defendant, for decades.

4 46. In 1922, the Vatican issued special directives and procedures to be followed
5 when priests or clerics solicited sex, including the solicitation of sex in the
6 confessional. The document *De Modo precendi in causis sollicitationis*, dated
7 June 18, 1922, was distributed to bishops of the world. The document
8 authorized local bishops and heads of religious orders to process clergy sexual
9 abuse cases, including the option of sending clergy sexual abuse cases to the
10 Vatican's Congregation of the Holy Office. The document mandated secrecy
11 and recommended that anonymous accusation are to be generally rejected.

12 47. In 1962, the Vatican renewed special procedures for cases involving child
13 sexual abuse by clergy.

14 48. The Roman Catholic Church established treatment centers for priests who
15 sexually abused children. In 1947, Father Gerald Fitzgerald of the Archdiocese
16 of Boston founded the Servants of the Paraclete; a congregation of men to
17 minister and treat Catholic priests suffering from alcohol abuse and sexual
18 misconduct. The treatment facility was located in Jemez Springs, New Mexico.

19 49. In 1964 Fr. Fitzgerald wrote that three of every ten priests sent to him for
20 treatment were there because they had sexually abused minors.

21 50. Defendants were aware of widespread clergy misconduct that created an
22 unreasonable risk of sexual abuse of minors at the time Fr. Cordova sexually
23 abused Plaintiff.

24 51. Defendants Diocese of Phoenix, OLPH Glendale and Renewal Ministries
25 engaged in a pattern and practice of transferring pedophile priests throughout
26 the Diocese of Phoenix, State of Arizona, and United States in an attempt to
27 cover up clergy sexual misconduct. Defendants Diocese of Phoenix, and
28 OLPH Glendale, allowed other pedophile priests to work at OLPH Glendale

1 including but not limited to Fr. Cordova, Fr. Jack Spaulding and others.

2 52. In 2000 a Maricopa County Grand Jury investigated the Diocese of Phoenix
3 and its bishop, Bishop Thomas J. O'Brien. The Maricopa Grand Jury
4 investigated whether Bishop O'Brien or the Diocese failed to report to law
5 enforcement authorities criminal sexual misconduct by priests and other
6 Diocesan personnel and whether Bishop O'Brien or the Diocese placed or
7 transferred priests or other Diocesan personnel in or to a position to commit
8 additional criminal conduct after becoming aware of prior criminal conduct.
9 The Grand Jury's investigation developed evidence that Bishop O'Brien failed
10 to protect victims of criminal sexual misconduct by others associated with the
11 Roman Catholic Diocese of Phoenix.

12 53. On May 3, 2003, Bishop O'Brien signed an agreement with the Maricopa
13 County Attorney's Office. In the agreement Bishop O'Brien acknowledged that
14 he "allowed Roman Catholic priests under [his] supervision to work with
15 minors after becoming aware of allegations of sexual misconduct. [He] further
16 acknowledged that priests who had allegations of sexual misconduct made
17 against them were transferred to ministries without full disclosure to their
18 supervisor or to the community in which they were assigned."

19 54. Defendants owed a duty to Plaintiff to protect Plaintiff from harm because
20 Defendants' actions created a foreseeable risk of harm to Plaintiff. As a
21 vulnerable child participating in the programs and activities Defendants offered
22 to minors, Plaintiff was a foreseeable victim. As a vulnerable child who Fr.
23 Cordova had access to through Defendants' facilities and programs, Plaintiff
24 was a foreseeable victim.

25 55. Defendants also breached their duty to Plaintiff by actively maintaining and
26 employing Fr. Cordova in a position of power and authority through which Fr.
27 Cordova had access to children, including Plaintiff, and power and control over
28 children, including Plaintiff.

1 56. Each Defendant breached its duties to Plaintiff. Defendants failed to use
2 ordinary care in determining whether their facilities were safe and/or
3 determining whether they had sufficient information to represent their facilities
4 as safe. Defendants' breach of their duties include, but are not limited to: failure
5 to protect Plaintiff from a known danger, failure to have sufficient policies and
6 procedures in place to prevent child sex abuse, failure to properly implement
7 policies and procedures to prevent child sex abuse, failure to take reasonable
8 measures to ensure that policies and procedures to prevent child sex abuse were
9 working, failure to adequately inform families and children of the risks of child
10 sex abuse, failure to investigate risks of child sex abuse, failure to properly train
11 the employees at institutions and programs within Defendants' geographical
12 confines, failure to train the minors within Defendants' geographical confines
13 about the dangers of sexual abuse by clergy and other agents and/or employees;
14 failure to have any outside agency test their safety procedures, failure to protect
15 the children in their programs from child sex abuse, failure to adhere to the
16 applicable standard of care for child safety, failure to investigate the amount
17 and type of information necessary to represent the institutions, programs,
18 leaders and people as safe, failure to train their employees properly to identify
19 signs of child sexual abuse by fellow employees, failure by relying upon mental
20 health professionals, and/or failure by relying on people who claimed that they
21 could treat child molesters.

22 57. Defendants also breached their duty to Plaintiff by failing to warn Plaintiff and
23 Plaintiff's family of the risk that Fr. Cordova posed and the risks of child sexual
24 abuse in Catholic institutions. Defendants also failed to warn Plaintiff or
25 Plaintiff's family about any of the knowledge that Defendants had about child
26 sexual abuse.

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- 1 58. Defendants additionally violated a legal duty by failing to report known and/or
2 suspected abuse of children by Fr. Cordova and/or their other agents to the
3 police and law enforcement.
- 4 59. Defendants were negligent and/or made representations to Plaintiff and
5 Plaintiff's family during each and every year of Plaintiff's minority.
- 6 60. As a direct and proximate result of Defendants' conduct described herein,
7 Plaintiff has suffered, and will continue to suffer, sexual and physical damage
8 and abuse, great pain of mind and body, severe and permanent emotional
9 distress, physical manifestations of emotional distress, embarrassment, loss of
10 self-esteem, humiliation, physical, personal and psychological injuries.
11 Plaintiff was prevented, and will continue to be prevented, from performing
12 normal daily activities and obtaining the full enjoyment of life; and/or has
13 incurred and will continue to incur expenses for psychological treatment,
14 therapy, and counseling, and, on information and belief has and/or will incur
15 loss of income and/or loss of earning capacity.

16 **COUNT I**
17 **NEGLIGENCE**

- 18
- 19 61. Plaintiff incorporates all other paragraphs as if fully set forth herein.
- 20 62. Each Defendant owed Plaintiff a duty of reasonable care to protect the Plaintiff
21 from injury.
- 22 63. Each Defendant owed Plaintiff a duty of care because each Defendant had a
23 special relationship with Plaintiff.
- 24 64. Defendants also had a duty arising from the special relationship that existed
25 with Plaintiff, Plaintiff's parents, and other parents of young, innocent,
26 vulnerable children to properly train and supervise its agents and/or
27 employees. This special relationship arose because of the high degree of
28 vulnerability of the children entrusted to their care. As a result of this high

1 degree of vulnerability and risk of sexual abuse inherent in such a special
2 relationship, Defendants had a duty to establish measures of protection not
3 necessary for persons who are older and better able to safeguard themselves.

4 65. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because
5 each Defendant also had a special relationship with Fr. Cordova.

6 66. Defendants owed Plaintiff a duty of reasonable care because they solicited
7 youth and parents for participation in their youth programs; encouraged youth
8 and parents to have the youth participate in their programs; undertook custody
9 of minor children, including Plaintiff; promoted their facilities and programs
10 as being safe for children; held their agents, including Fr. Cordova, out as safe
11 to work with children; encouraged parents and children to spend time with their
12 agents; and/or encouraged their agents, including Fr. Cordova, to spend time
13 with, interact with, and recruit children.

14 67. By holding Fr. Cordova out as safe to work with children, and by undertaking
15 the custody, supervision of, and/or care of the minor Plaintiff, each Defendant
16 entered into a fiduciary relationship with the minor Plaintiff. As a result of
17 Plaintiff being a minor, and by Defendants undertaking the care and guidance
18 of the then vulnerable minor Plaintiff, each Defendant held a position of
19 empowerment over Plaintiff.

20 68. By accepting custody of the minor Plaintiff, Defendants established an *in loco*
21 *parentis* relationship with Plaintiff and in so doing, owed Plaintiff a duty to
22 protect Plaintiff from injury. Further, Defendants entered into a fiduciary
23 relationship with Plaintiff by undertaking the custody, supervision of, and/or
24 care of the minor Plaintiff. As a result of Plaintiff being a minor, and by
25 Defendants undertaking the care and guidance of the Plaintiff, Defendants also
26 held a position of empowerment over Plaintiff. Further, Defendants, by
27 holding themselves out as being able to provide a safe environment for
28 children, solicited and/or accepted this position of empowerment. Defendants,

1 through their employees, exploited this power over Plaintiff and, thereby, put
2 the minor Plaintiff at risk for sexual abuse.

3 69. By establishing and/or operating the Diocese of Phoenix and OLPH
4 GLENDALE, accepting the minor Plaintiff as a participant in their programs,
5 holding their facilities and programs out to be a safe environment for Plaintiff,
6 accepting custody of the minor Plaintiff *in loco parentis*, and by establishing a
7 fiduciary relationship with Plaintiff, Defendants entered into an express and/or
8 implied duty to properly supervise Plaintiff and provide a reasonably safe
9 environment for children, who participated in their programs. Defendants
10 owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from
11 foreseeable dangers. Defendants had the duty to exercise the same degree of
12 care over minors under their control as a reasonably prudent person would have
13 exercised under similar circumstances.

14 70. By establishing and operating the Diocese of Phoenix and OLPH GLENDALE,
15 which offered educational programs to children and which may have included
16 a school, religious education, and or religious ceremonies, and by accepting
17 the enrollment and participation of the minor Plaintiff as a participant in those
18 educational programs, Defendants owed Plaintiff a duty to properly supervise
19 Plaintiff to prevent harm from generally foreseeable dangers.

20 71. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because
21 Defendants invited Plaintiff onto their property and Fr. Cordova posed a
22 dangerous condition on Defendants' property.

23 72. Defendants also breached their duty to Plaintiff by failing to warn Plaintiff and
24 Plaintiff's family of the risk that Fr. Cordova posed and the risks of child sexual
25 abuse in Catholic institutions. They also failed to warn them about any of the
26 knowledge that Defendants had about child sexual abuse.

27 73. Defendants breached their duties to Plaintiff by failing to use reasonable care.
28 Defendants' failures include, but are not limited to, failing to properly

1 supervise Fr. Cordova, failing to properly supervise Plaintiff, and failing to
2 protect Plaintiff from a known danger.

3 74. As a direct and proximate cause of Defendants' wrongful acts Plaintiff
4 sustained physical, emotional, and psychological injuries, along with pain and
5 suffering.

6 **COUNT II**
7 **NEGLIGENT TRAINING AND SUPERVISION**

8 75. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set
9 forth under this count.

10 76. At all times material, Fr. Cordova was employed by Defendants and was under
11 each Defendant's direct supervision, employ, and control when he committed
12 the wrongful acts alleged herein. Fr. Cordova engaged in the wrongful conduct
13 while acting in the course and scope of his employment with Defendants and/or
14 accomplished the sexual abuse by virtue of his job-created authority.

15 77. Defendants had a duty, arising from their employment of Fr. Cordova, to ensure
16 that he did not sexually molest children.

17 78. Further, Defendants owed a duty to train and educate employees and
18 administrators and establish adequate and effective policies and procedures
19 calculated to detect, prevent, and address inappropriate behavior and conduct
20 between clerics and children.

21 79. Defendants were negligent in the training, supervision, and instruction of their
22 employees. Defendants failed to timely and properly educate, train, supervise,
23 and/or monitor their agents or employees with regard to policies and
24 procedures that should be followed when sexual abuse of a child is suspected
25 or observed.

26 80. Defendants were additionally negligent in failing to supervise, monitor,
27 chaperone, and/or investigate Fr. Cordova and/or in failing to create, institute,
28 and/or enforce rules, policies, procedures, and/or regulations to prevent Fr.

1 Cordova's sexual abuse of Plaintiff.

2 81. In failing to properly supervise Fr. Cordova, and in failing to establish such
3 training procedures for employees and administrators, Defendants failed to
4 exercise the degree of care that a reasonably prudent person would have
5 exercised under similar circumstances.

6 82. As a direct and proximate cause of Defendants' wrongful acts Plaintiff
7 sustained physical, emotional, and psychological injuries, along with pain and
8 suffering.

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10 **COUNT III**
11 **NEGLIGENT RETENTION**

12 83. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set
13 forth under this count.

14 84. Defendants became aware or should have become aware of Fr. Cordova's
15 propensity for child sexual abuse, and failed to take any further action to
16 remedy the problem and failed to investigate or remove Fr. Cordova from
17 working with children.

18 85. Defendants negligently and/or recklessly retained Fr. Cordova with knowledge
19 of Fr. Cordova's propensity for the type of behavior, which resulted in
20 Plaintiff's injuries in this action.

21 86. Defendants negligently retained Fr. Cordova in a position where he had access
22 to children and could foreseeably cause harm which Plaintiff would not have
23 been subjected to had Defendants taken reasonable care.

24 87. In failing to timely remove Fr. Cordova from working with children or
25 terminate the employment of Fr. Cordova, Defendants failed to exercise the
26 degree of care that a reasonably prudent person would have exercised under
27 similar circumstances.

28 88. As a direct and proximate cause of Defendants' wrongful acts Plaintiff
sustained physical, emotional, and psychological injuries, along with pain and

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suffering.

PRAYER FOR RELIEF

89. Plaintiff requests judgment in favor of Plaintiff and against Defendants as follows to:

- a. For Plaintiff’s general and special damages in an amount to be proven at trial by jury;
- b. For Plaintiff’s incurred costs together with interest at the highest lawful rate on the total amount of all sums awarded from the date of judgment until paid;
- c. For the fair and reasonable monetary value of Plaintiff’s past, present, and future pain and suffering in an amount to be proven at trial by jury;
- d. For the medical expenses incurred up to the date of trial and any additional expenses necessary for future medical care and treatment;
- e. For punitive damages or exemplary damages to be set by a jury in an amount sufficient to punish Defendants for their outrageous conduct and to make an example out of them so that others do not engage in similar conduct in the future;
- f. For such other and further relief as this Court may deem just and proper.

DATED this 23rd day of November, 2020.

MONTOYA, LUCERO & PASTOR, P.A.

JEFF ANDERSON & ASSOCIATES, P.A.

By: /s/Robert E. Pastor
Robert E. Pastor
Attorneys for Plaintiff

By: /s/Jeffrey R. Anderson
Jeffrey R. Anderson
Attorneys for Plaintiff

From: TurboCourt Customer Service CustomerService@TurboCourt.com
Subject: AZTurboCourt E-Filing Courtesy Notification
Date: November 23, 2020 at 10:51 AM
To: repastor@mjpattorneys.com



PLEASE DO NOT REPLY TO THIS EMAIL.

A party in this case requested that you receive an AZTurboCourt Courtesy Notification.

AZTurboCourt Form Set #5176269 has been DELIVERED to Maricopa County.

You will be notified when these documents have been processed by the court.

Here are the filing details:

Case Number: (Note: If this filing is for case initiation, you will receive a separate notification when the case # is assigned.)

Case Title: Jane CE Doe vs. The Roman Catholic Church of the Diocese of Phoenix et al.

Filed By: Robert E Pastor

AZTurboCourt Form Set: #5176269

Keyword/Matter #:

Delivery Date and Time: Nov 23, 2020 10:51 AM MST

Forms:

Civil Cover Sheet

Certificate of Compulsory Arbitration - Is Not Subject To

Summons

Summons

Summons

Attached Documents:

Complaint: Complaint