

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY FLORIDA
CIVIL DIVISION**

JANE PA DOE, by and through her Mother and
natural guardian, MOTHER PA DOE,

Plaintiff,

vs.

CASE NO.: 2025-CA-006966-O

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

Defendants.

**PLAINTIFF'S MOTION FOR SANCTIONS
PURSUANT TO § 57.105, FLORIDA STATUTES**

COMES NOW, Plaintiff, by and through her undersigned counsel, hereby files this Motion for Sanctions pursuant to FL. ST § 57.105 against Defendant, IGNITE LIFE CENTER, INC. (hereinafter "Ignite"), and in support states as follows:

INTRODUCTION

On October 21, 2025, Ignite filed "Defendant Ignite's Motion to Dismiss Based on the Statute of Limitations," asserting that Plaintiff's negligence claim is governed by a four-year limitations period that accrued in 2018 and expired in 2022, and requesting dismissal with prejudice. Ignite grounds its motion on generalized negligence accrual and limitations authorities under § 95.031(1) and 95.11(3), Florida Statutes, contending the claim accrued "at the time of the injury" in 2018 and expired four years later in 2022.

As pled, and as Defendant properly noted, Plaintiff was approximately 10 years old at the time of the alleged sexual abuse in 2018, and the abuse involved penetration of Plaintiff's vagina

with the assailant's finger. The abuse is alleged to have occurred at a summer camp negligently operated by the Defendants.

Ignite's Motion to Dismiss on the basis of the expiration of the statute of limitations ignores the clear controlling legal framework under § 95.11(10), Florida Statutes, which is applicable to child sexual abuse claims of this nature. In doing so, it has asserted a meritless and untenable legal position – which is sanctionable conduct.

ARGUMENT

§ 57.105, Florida Statutes, authorizes sanctions when a party or counsel files a claim or defense not supported by the material facts necessary to establish it or by the application of then-existing law to those facts. Fla. Stat. § 57.105(1)(a)-(b). According to § 57.105(1):

Upon the court's initiative or motion of any party, the court shall award a reasonable attorney's fee, including prejudgment interest, to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time during a civil proceeding or action in which the court finds that the losing party or the losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial:

- (a) Was not supported by the material facts necessary to establish the claim or defense; or
- (b) Would not be supported by the application of then-existing law to those material facts.

Ignite's Motion is the very definition of an "untenable legal position." Instead of discussing or even acknowledging § 95.11(10), which applies to the abuse of children under 16 like Plaintiff, Ignite's Motion applies an unrelated, generic four-year negligence limitations period and accrual rule. The Motion to Dismiss asserts accrual upon injury in 2018 and expiration in 2022, but those assertions are inapplicable to the subject abuse as pled. The Motion fails to acknowledge the

operative no-limitations provision governing the cause of action pled by Plaintiff, as set forth in § 95.11(10).

The operative statute governing this matter, which Ignite completely ignores, is § 95.11(10), Florida Statutes. It states, “Specified offenses on victims under age 16.--An action related to an act constituting a violation of s. 794.011¹ or an action brought pursuant to s. 787.061 involving a victim who was under the age of 16 at the time of the act **may be commenced at any time**. This subsection applies to any such action other than one which would have been time barred on or before July 1, 2010.” Fla. Stat. Ann. § 95.11(10) (emphasis added). By its plain language, this provision eliminated the statute of limitations defense for actions related to certain acts of sexual battery on children under the age of 16, whether it be against the individual perpetrator or an institution, so long as the claim was not time barred on or before July 1, 2010. *See, e.g., Doe 1 v. Archdiocese of Miami, Inc.*, 360 So. 3d 778, 784 (Fla. Dist. Ct. App. 2023), reh'g denied (June 6, 2023), review denied, No. SC2023-0936, 2023 WL 7210393 (Fla. Nov. 2, 2023).

The Complaint pleads: (a) the sexual abuse occurred in 2018 (Complaint, ¶¶ 12, 27-28); (b) the abuse involved digital penetration of Plaintiff’s vagina, a violation of § 794.011 (Complaint, ¶ 15); and (c) Plaintiff was approximately 10 years old at the time of the abuse (Complaint, ¶ 8). Those facts trigger the application of § 95.11(10) for the claim, foreclosing any statute of limitations defense in this action. Ignite’s omission of this statutory framework from its

¹ Florida Statute 794.011(1)(j) defines sexual battery as "oral, anal, or female genital penetration by, or union with, the sexual organ of another or the anal or female genital penetration of another by any other object" FL ST § 794.011. The alleged penetration in this case clearly falls within this statutory definition and that, combined with Plaintiff’s age, triggers the application of 95.11(10).

Motion is telling; it has no statute of limitations defense yet still it attempts to convince this Court that it does without any legal or factual basis for doing so.

Ignite cites general negligence accrual cases and a church negligence case to argue a four-year bar, but those authorities are inapplicable to bar claims where the plain language of § 95.11(10) imposes no limitations period for the vaginal penetration of a 10 year old child in 2018. Its reliance on such cases, while ignoring the operative statute applicable to the facts, falls below the “then-existing law” standard and is sanctionable. Ignite’s request for dismissal with prejudice is objectively frivolous under any rudimentary reading of the applicable statutory scheme.

Therefore, Plaintiff is entitled to sanctions against Ignite and its attorneys pursuant to § 57.105(1), for asserting and failing to withdraw its meritless Motion to Dismiss.

Prior to the filing of this motion, Plaintiff complied with § 57.105’s “safe harbor” provision. Plaintiff served this motion on Ignite and its counsel pursuant to FL. ST § 57.105(4)’s 21-day safe-harbor provision on October 31, 2025. Ignite failed to withdraw its Motion to Dismiss within the safe-harbor period.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the Florida Courts E-Filing Portal which furnished a copy via electronic mail to all counsel of record using Florida Court’s E-Filing Portal on this 24th day of November, 2025.

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