

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

GENERAL JURISDICTION DIVISION

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

CASE NO.:

Plaintiff,

v.

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

Defendants.

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**COMPLAINT**

Plaintiff, JANE PA DOE, by and through her mother and natural guardian, MOTHER PA DOE, and 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 JANE PA DOE (“PLAINITFF”) is a resident of the State of Georgia. As she is a minor child, this action is brought by her mother and natural guardian, MOTHER PA DOE, who is also a resident of the State of Georgia.

2. JANE PA DOE is identified by a pseudonym in this lawsuit in that this case involves intimate facts of her childhood sexual abuse, and because she is a minor child on the date of the filing of this action. She and her parents fear further psychological injury and/or retaliation

if her name were publicly disclosed in court filings. The identities of JANE PA DOE and MOTHER PA DOE are already known to the parties and their attorneys.

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 14<sup>th</sup> Ave., Gainesville, Florida, in Alachua County.

5. DISTRICT and IGNITE LIFE CENTER shall hereinafter be collectively referred to as “DEFENDANTS.”

6. Venue properly lies in this judicial circuit in that some of the acts and omissions alleged herein occurred in Orange County, where one of the Defendants is located.

7. 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**

8. Plaintiff was born in December 2007.

9. Plaintiff was raised in the Assemblies of God faith and regularly attended church services and events at churches associated with the Assemblies of God religion from an early age.

10. Plaintiff and her family regularly attended church in New York State, where they became familiar with IGNITE LIFE CENTER. IGNITE LIFE CENTER’s Head Pastor, Mark Vega, was a frequent guest pastor at the New York church, Refuge of Hope Church, which was operated by his close friends and colleagues, former New York Yankee Mariano Rivera and his

wife, Pastor Clara Rivera. While at the New York church, Vega also extolled the virtues of the IGNITE LIFE CENTER programs for children, including the Ignite Summer Internship, a summer camp program for minor children operated at IGNITE LIFE CENTER by DEFENDANTS.

11. Upon information and belief, IGNITE LIFE CENTER and Refuge of Hope had a longstanding business relationship and/or enterprise in which children from the New York church were sent to the Ignite Summer Internship as a means of generating income for DEFENDANTS.

12. Because of Vega's frequent visits to the New York church, Plaintiff wanted to attend the Ignite Summer Internship. Because of representations by Vega and the Riveras about the "blessing" that it would be for Plaintiff, as well as DEFENDANTS' assurances about the young child's safety while she attended the program, Plaintiff's parents allowed her to attend the July 2018 Summer Internship.

13. Among the representations made by DEFENDANTS regarding the safety of Plaintiff and the other children attending the summer program were promises that qualified, responsible, well-trained adults associated with DEFENDANTS were employed to supervise and care for the children participating in the Ignite Summer Internship, including in the dormitories while children slept.

14. Plaintiff was assigned by DEFENDANTS to reside in the girls' dormitory with much older children including MG<sup>1</sup>, who repeatedly sexually abused Plaintiff throughout the DEFENDANTS' summer program in the dormitories.

15. MG's sexual abuse of Plaintiff included, but was not limited to, incidents of digital penetration of Plaintiff's vagina.

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<sup>1</sup> Because MG was also a minor child at the time of the sexual abuse alleged herein, she is being identified by a pseudonym. Her identity is already known to the Defendants and their counsel.

16. Upon information and belief, employees and/or agents of DISTRICT were on-site to oversee operations at the Ignite Summer Internship.

17. 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, (2) all IGNITE LIFE CENTER properties including the girls' 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.

18. As a member church of the Assemblies of God religion, IGNITE LIFE CENTER was subject to the authority and direction 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.

19. 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 autonomy<sup>2</sup>” to self-govern as an independent entity. According to the same source, DISTRICT “oversee[s] the ministries in [its] areas, such as camps and outreaches, as well as provide[s] ministry opportunities...[and] recommend ministers for national credentialing. [DISTRICT] is authorized to lead, solving matters of leadership and direction for local assemblies” like IGNITE LIFE

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<sup>2</sup> <https://ag.org/About/About-the-AG/Structure>, last accessed January 12, 2024.

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

20. DEFENDANTS required children to reside at IGNITE LIFE CENTER for the duration of the Summer Internship program. Plaintiff resided in a dormitory assigned to her by DEFENDANTS. She was also required by DEFENDANTS to surrender her phone and means of communication with the outside world as a condition of participation in the Ignite Summer Internship.

21. DEFENDANTS, by and through their respective agents, managers, employees, and directors, knew, or through the exercise of reasonable care, should have known that MG was sexually abusing Plaintiff, yet they took no action to protect Plaintiff and other children from her.

22. DEFENDANTS, by and through their respective agents, managers, employees, and directors, knew, or through the exercise of reasonable care, should have known that Plaintiff was at risk for sexual abuse by an older child, yet it took no reasonable action to protect Plaintiff and other children from abuse.

23. During the course of one phone call that Plaintiff was allowed to make to her mother during the 2018 Summer Internship, Mother PA Doe learned information that made her concerned about her child’s safety. She reported these concerns to Clara Rivera, who assured Mother PA Doe that she would work with DEFENDANTS to investigate Mother PA Doe’s concerns.

24. Shortly thereafter, Clara and Mariano Rivera traveled to IGNITE LIFE CENTER and spent the day with the children participating in the Ignite Summer Internship. During the Riveras’ trip, DEFENDANTS allowed the Riveras to have unsupervised access to Plaintiff, where the Riveras each learned information that should have given them concern that JANE PA DOE was being sexually abused by MG.

25. Rather than take sufficient action to end the sexual abuse of JANE PA DOE, the DEFENDANTS allowed the Riveras to isolate and intimidate JANE PA DOE to remain silent about her negative experiences at the summer internship, including her abuse by MG, to avoid causing trouble for DEFENDANTS and Refuge of Hope. This conduct was ratified by DEFENDANTS.

26. In order to avoid the potential scandal of child sexual abuse in their programs and otherwise protect DEFENDANTS above all else, DEFENDANTS assured MOTHER PA DOE that JANE PA DOE was safe and in no danger at Ignite Life Center, despite actual or constructive knowledge that JANE PA DOE was being sexually abused by MG and remained vulnerable to additional acts of sexual abuse by MG, and/or despite actual and/or constructive knowledge that its dormitories were not safe for Plaintiff.

27. For example, in or around February 2018, mere months before Plaintiff's sexual abuse, another minor girl was arrested by Gainesville Police following allegations that she sexually abused two children in IGNITE LIFE dormitories and, upon information and belief, ultimately pled guilty in or around June 2018. According to GPD reports, multiple IGNITE LIFE staff members were aware of the abuse allegations at the time of the arrest, and one staff member even personally witnessed one of the incidents of sexual abuse.

28. At all times before, during, and after the 2018 Ignite Life Summer Internship, DEFENDANTS intended for Plaintiff and her parents to believe that anyone involved with the DEFENDANTS' programs 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 with barely any communication with their families, despite knowing that such representations were not true.

29. At all times material, Plaintiff, and those responsible for her safety and well-being, entrusted her safety and well-being to DEFENDANTS and their agents, including, but not limited to, DEFENDANTS's leadership. DEFENDANTS each 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.

30. By accepting care and custody the minor Plaintiff, DEFENDANTS each stood *in loco parentis* to Plaintiff, and each owed her a duty to exercise reasonable care at all times she was in DEFENDANTS' custody.

31. At all times relevant hereto, DEFENDANTS each 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 from the risk of sexual abuse and exploitation at the Ignite Summer Internship, which DEFENDANTS falsely promoted as being safe, moral, and otherwise free of a risk of harm when it knew or should have known otherwise.

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

33. DEFENDANTS each created a foreseeable risk of sexual abuse by MG for the Plaintiff, specifically, and for minor children attending the Ignite Summer Internship generally. Despite this, DEFENDANTS each: (1) failed to take necessary precautions to protect Plaintiff (or anyone else) from the known risk of sexual abuse in the Ignite Summer Internship, (2) failed to adequately supervise Plaintiff and/or MG, (3) failed to take appropriate remedial action when it knew or should have known of the risk created by MG, (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 MG would sexually abuse the Plaintiff.

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

34. Plaintiff repeats and re-alleges Paragraphs 1 through 33 above.

35. At all material times, PLAINTIFF was a minor child who participated in church services and programs operated by DISTRICT, including Ignite Summer Internship.

36. Through the exercise of reasonable care, DISTRICT knew or should have known that PLAINTIFF was being sexually abused by MG during the course of the Ignite Summer Internship.

37. Through the exercise of reasonable care, DISTRICT knew or should have known that PLAINTIFF was at risk for sexual abuse by older children and took no reasonable steps to mitigate the harm or otherwise prevent her sexual abuse.

38. 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.

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

40. DISTRICT owed a duty to exercise reasonable care in the training and supervision of all employees, volunteers, and agents of DISTRICT to ensure that minor children like PLAINTIFF were protected from sexual abuse in its programs.

41. 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 her safety.

42. DISTRICT breached its duties in one or more ways, including but not limited to: (1) failing to take necessary precautions to protect Plaintiff (or anyone else) from the known risk of sexual abuse in the Ignite Summer Internship, (2) failing to adequately supervise Plaintiff and/or MG, (3) failing to take appropriate remedial action when it knew or should have known of the risk created by MG, (4) failing to develop, follow, and/or enforce effective sexual abuse prevention, mitigation, and investigation 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 MG would sexually abuse the Plaintiff.

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

**WHEREFORE**, Plaintiff, JANE PA DOE, by and through her mother and natural guardian, MOTHER PA DOE, demands judgment against Defendant, FLORIDA MULTICULTURAL DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, INC., for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

**COUNT II**  
**NEGLIGENCE**  
***DEFENDANT IGNITE LIFE CENTER, INC.***

44. Plaintiff repeats and re-alleges Paragraphs 1 through 33 above.

45. At all material times, PLAINTIFF was a minor child who participated in church services and programs at IGNITE LIFE CENTER, including Ignite Summer Internship.

46. Through the exercise of reasonable care, IGNITE LIFE CENTER knew or should have known that PLAINTIFF was being sexually abused by MG during the course of the Ignite Summer Internship.

47. Through the exercise of reasonable care, IGNITE LIFE CENTER knew or should have known that PLAINTIFF was at risk for sexual abuse by older children and took no reasonable steps to mitigate the harm or otherwise prevent her sexual abuse.

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

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

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

51. By accepting minor children like 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 her safety.

52. IGNITE LIFE CENTER breached its duties in one or more ways, including but not limited to: (1) failing to take necessary precautions to protect Plaintiff (or anyone else) from the known risk of sexual abuse in the Ignite Summer Internship, (2) failing to adequately supervise Plaintiff and/or MG, (3) failing to take appropriate remedial action when it knew or should have known of the risk created by MG, (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 MG would sexually abuse the Plaintiff.

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

**WHEREFORE**, Plaintiff, JANE PA DOE, by and through her mother and natural guardian, MOTHER PA DOE, demands judgment against Defendant, IGNITE LIFE CENTER, INC., for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

**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](mailto:adam@adamhorowitzlaw.com) and [jessica@adamhorowitzlaw.com](mailto:jessica@adamhorowitzlaw.com) are primary, and [maria@adamhorowitzlaw.com](mailto:maria@adamhorowitzlaw.com) is secondary.

**DATED: July 23, 2025**

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