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(Pro Hac Vice Pending)

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

11 ANNETTE SLADE, a single woman,
12
13 Plaintiff,

14 v.

15 THE ROMAN CATHOLIC CHURCH OF
16 THE DIOCESE OF PHOENIX, a corporation
17 sole; ST. THOMAS THE APOSTLE
18 ROMAN CATHOLIC PARISH PHOENIX
19 a/k/a ST. THOMAS THE APOSTLE
20 ROMAN CATHOLIC PARISH, an Arizona
21 Corporation; JOHN DOE 1-100; JANE DOE
22 1-100; and BLACK & WHITE Corporations
23 1-100,

24 Defendants.

Case No.:

COMPLAINT

(Tort – Negligence – Non-Motor
Vehicle)

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

- 26 1. Plaintiff, Annette Slade, is a resident of Maricopa County, Arizona. The acts,
27 events, and or omissions occurred in Maricopa County, Arizona. This cause of
28 action arises out of acts, events or omissions that occurred in Maricopa County,
Arizona.
2. Defendant the Roman Catholic Church of the Diocese of Phoenix (Diocese of
Phoenix) is a sole corporation. The presiding Bishops of the Diocese of

1 Phoenix during the relevant times at issue in this Complaint are Bishop Edward
2 A. McCarthy (1969-1976), Bishop James S. Rausch (1977-1981), Bishop
3 Thomas J. O'Brien (1982-2003), and Bishop Thomas J. Olmsted (2003 –
4 present).

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

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

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

23 6. Defendant St. Thomas the Apostle Roman Catholic Parish Phoenix a/k/a St.
24 Thomas the Apostle Roman Catholic Parish (St. Thomas the Apostle), was and
25 continues to be an organization authorized to conduct business and conducting
26 business in the State of Arizona, with its principal place of business at 2312 E.
27 Campbell Avenue in Phoenix, Arizona 85016. St. Thomas the Apostle includes,
28 but is not limited to, St. Thomas the Apostle Roman Catholic Parish and any

1 other organizations and/or entities operating under the same or similar name
2 with the same or similar principal place of business.

3 7. At all times material, St. Thomas the Apostle was and continues to be under the
4 direct authority, control, and province of Defendant Diocese and the Bishop of
5 Defendant Diocese. Defendant St. Thomas the Apostle includes any school
6 affiliated with St. Thomas the Apostle, including St. Thomas the Apostle
7 Roman Catholic School. At all times material, Defendant St. Thomas the
8 Apostle School was under the direct authority, control, and province of
9 Defendant Diocese and the Bishop of Defendant Diocese. At all times material,
10 Defendants St. Thomas the Apostle and Diocese of Phoenix owned, operated,
11 managed, maintained, and controlled St. Thomas the Apostle.

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

16 9. At all times alleged, Defendant Diocese of Phoenix, and Defendant St. Thomas
17 the Apostle, their Bishops, Archbishops, priests, brothers, clerics, provincials,
18 employees, and or agents were acting within the course and scope of
19 employment or alternatively, acting within their actual or apparent authority.

20 10. Defendants JOHN DOE 1-100, JANE DOE 1-100, and BLACK AND WHITE
21 CORPORATIONS 1-100, are fictitious names designating an individual or
22 individuals or legal entities not yet identified who have acted in concert with
23 the named Defendants either as principals, agents, co-participants, or co-
24 conspirators whose true names Plaintiff may insert when identified.

25 11. Plaintiff is informed and believes, and on that basis alleges, that at all times
26 alleged herein, Defendants and each of them and JOHN DOES 1-100, JANE
27 DOES 1-100, and BLACK and WHITE CORPORATIONS 1-100, inclusive,
28 were the agents, representatives and or employees of each and every other

1 Defendant. In doing the things hereinafter alleged, Defendants, and each of
2 them, JOHN DOES 1-100, JANE DOES 1-100, and BLACK and WHITE
3 CORPORATIONS 1-100, inclusive, were acting within the course and scope
4 of said alternative personality, capacity, indemnity, agency, representation and
5 or employment and were within their actual or apparent authority.

- 6 12. This Court has jurisdiction over the parties and the subject matter of this action,
7 and venue is proper in this Court.

8 **Facts**

- 9 13. At all times material, The teacher who sexually abused Plaintiff (hereinafter
10 “the teacher”), was teacher employed by Defendants Diocese of Phoenix and
11 St. Thomas the Apostle at St. Thomas the Apostle Roman Catholic School. The
12 teacher remained under the direct supervision, employ, and/or control of
13 Defendants.
- 14 14. Defendants placed the teacher in positions of trust where he had access to and
15 worked with children as an integral part of his work.
- 16 15. Defendants held their leaders and agents out as people of high morals, as
17 possessing immense power, teaching families and children to obey these
18 leaders and agents, teaching families and children to respect and revere these
19 leaders and agents, soliciting youth and families to their programs, marketing
20 to youth and families, recruiting youth and families, and holding out the people
21 that worked in the programs as safe.
- 22 16. At the time of the sexual abuse, Father John P. Doran was the pastor of St.
23 Thomas the Apostle Roman Catholic Church. Father Doran is a known sex
24 offender who sexually abused children in the Diocese of Phoenix. In keeping
25 with the policies, procedures, patterns, practices, directives, orders, and
26 mandates of the Roman Catholic Church, the Diocese of Phoenix and other
27 diocese and parishes, Father John P. Doran concealed all matters regarding
28

1 child sexual abuse and or sexual misconduct with minors involving other
2 priests, bishops, employees, agents, religious workers, and or volunteers.

3 17. Plaintiff was raised in a devout Catholic family and attended St. Thomas the
4 Apostle Roman Catholic School. Plaintiff and her family came in contact with
5 the teacher as an agent and representative of Defendants, and at St. Thomas the
6 Apostle Roman Catholic School.

7 18. Plaintiff participated in youth activities, educational activities, and/or church
8 activities with teachers at St. Thomas the Apostle. Plaintiff, therefore,
9 developed great admiration, trust, reverence, and respect for the Roman
10 Catholic Church, including their agents, including the teacher that sexually
11 abused her.

12 19. During and through these activities, Plaintiff, as a minor and vulnerable child,
13 was dependent on Defendants and the teacher. Defendants had custody of
14 Plaintiff and accepted the entrustment of Plaintiff and, therefore, had
15 responsibility for Plaintiff and authority over Plaintiff.

16 20. When Plaintiff was approximately 10 years old, around 1970, a teacher
17 engaged in unpermitted sexual contact with Plaintiff.

18 21. Plaintiff and Plaintiff's mother reported the sexual abuse to Defendants soon
19 after the final incident of sexual abuse.

20 22. The teacher committed the sexual abuse of Plaintiff during the course of and/or
21 incidental to his employment with Defendants.

22 23. The unpermitted sexual contact the teacher perpetrated on Plaintiff, included,
23 but was not limited to conduct defined by Arizona Revised Statutes § 13-1401
24 and or § 13-1405.

25 24. Plaintiff's relationship to Defendants, as a vulnerable child, student and
26 participant in school activities and religious education, was one in which
27 Plaintiff was subject to the ongoing influence of Defendants and the teacher
28 that sexually abused her.

- 1 25. The culture of the Catholic Church over Plaintiff created pressure on Plaintiff
2 not to immediately report the abuse Plaintiff suffered.
- 3 26. Each Defendant owed a duty of care to Plaintiff not to place the teacher that
4 abused her in a setting that would pose a danger to Plaintiff.
- 5 27. Defendants knew or should have known that the teacher that abused her was a
6 danger to children before the teacher sexually assaulted Plaintiff.
- 7 28. Prior to the sexual abuse of Plaintiff, Defendants knew or should have known
8 that the teacher that abused her was not fit to work with children. Defendants,
9 by an through their agents, servants and/or employees, became aware, or should
10 have become aware of the teacher's propensity to commit sexual abuse and of
11 the risk to Plaintiff's safety. At the very least, Defendants knew or should have
12 known that they did not have sufficient information about whether or not their
13 leaders, agents, employees and or people working at Catholic institutions
14 within the Diocese of Phoenix were safe.
- 15 29. Defendants knew or should have known that there was a risk of child sex abuse
16 for children participating in Catholic programs and activities within the
17 Diocese. At the very least, Defendants knew or should have known that they
18 did not have sufficient information about whether or not there was a risk of
19 child sex abuse for children participating in Catholic programs and activities
20 within the Diocese of Phoenix.
- 21 30. Defendants knew or should have known that Defendants had numerous agents
22 who had sexually molested children. Defendants knew or should have known
23 that child molesters have a high rate of recidivism. Defendants knew or should
24 have known that some of the leaders and people working in Catholic
25 institutions within the Diocese were not safe and that there was a specific
26 danger of child sex abuse for children participating in their youth programs.
- 27 31. Instead, Defendants negligently deemed that The teacher that sexually abused
28 her was fit to work with children and/or that any previous problems were fixed

1 or cured and/or that The teacher that sexually abused her would not sexually
2 assault children and/or that The teacher that sexually abused her would not
3 injure children.

4 32. Defendants owed Plaintiff a duty of reasonable care because they had superior
5 knowledge about the risk that The teacher posed to Plaintiff, the risk of abuse
6 in general in their programs and/or the risks that their facilities posed to minor
7 children.

8 33. Defendants owed a duty to Plaintiff to protect her from harm because
9 Defendants' actions created a foreseeable risk of harm to Plaintiff. As a
10 vulnerable child participating in the programs and activities Defendants offered
11 to minors, Plaintiff was a foreseeable victim. As a vulnerable child who The
12 teacher had access to through Defendants' facilities and programs, Plaintiff was
13 a foreseeable victim.

14 34. Defendants also breached their duty to Plaintiff by actively maintaining and
15 employing The teacher in a position of power and authority through which The
16 teacher had access to children, including Plaintiff, and power and control over
17 children, including Plaintiff.

18 35. Each Defendant breached its duties to Plaintiff. Defendants failed to use
19 ordinary care in determining whether their facilities were safe and/or
20 determining whether they had sufficient information to represent their facilities
21 as safe. Defendants' breach of their duties include, but are not limited to: failure
22 to protect Plaintiff from a known danger, failure to have sufficient policies and
23 procedures to prevent child sex abuse, failure to properly implement policies
24 and procedures to prevent child sex abuse, failure to take reasonable measures
25 to make sure that policies and procedures to prevent child sex abuse were
26 working, failure to adequately inform families and children of the risks of child
27 sex abuse, failure to investigate risks of child sex abuse, failure to properly train
28 the employees at institutions and programs within Defendants' geographical

1 confines, failure to train parishioners within Defendants' geographical confines
2 about the risk of sexual abuse by clergy and other employees and/or agents;
3 failure to have any outside agency test their safety procedures, failure to protect
4 the children in their programs from child sex abuse, failure to adhere to the
5 applicable standard of care for child safety, failure to investigate the amount
6 and type of information necessary to represent the institutions, programs,
7 leaders and people as safe, failure to train their employees properly to identify
8 signs of child sexual abuse by fellow employees, failure by relying upon mental
9 health professionals, and/or failure by relying on people who claimed that they
10 could treat child molesters.

11 36. Defendants also breached their duty to Plaintiff by failing to warn Plaintiff and
12 Plaintiff's family of the risk that The teacher posed and the risks of child sexual
13 abuse in Catholic institutions. Defendants also failed to warn Plaintiff or
14 Plaintiff's family about any of the knowledge that Defendants had about child
15 sexual abuse.

16 37. Defendants additionally violated a legal duty by failing to report known and/or
17 suspected abuse of children by The teacher and/or their other agents to the
18 police and law enforcement.

19 38. Defendants were negligent and/or made representations to Plaintiff and
20 Plaintiff's family during each and every year of Plaintiff's minority.

21 39. As a direct and proximate result of Defendants' conduct described herein,
22 Plaintiff has suffered, and will continue to suffer, sexual and physical damage
23 and abuse, great pain of mind and body, severe and permanent emotional
24 distress, physical manifestations of emotional distress, embarrassment, loss of
25 self-esteem, humiliation, physical, personal and psychological injuries.
26 Plaintiff was prevented, and will continue to be prevented, from performing
27 normal daily activities and obtaining the full enjoyment of life; and/or has
28 incurred and will continue to incur expenses for psychological treatment,

1 therapy, and counseling, and, on information and belief has and/or will incur
2 loss of income and/or loss of earning capacity.

3
4 **COUNT I**
NEGLIGENCE

- 5
6 40. Plaintiff incorporates all other paragraphs as if fully set forth herein.
7
8 41. Each Defendant owed Plaintiff a duty of reasonable care to protect the Plaintiff
9 from injury.
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11 42. Each Defendant owed Plaintiff a duty of care because each Defendant had a
12 special relationship with Plaintiff.
13
14 43. Defendants also had a duty arising from the special relationship that existed
15 with Plaintiff, Plaintiff's parents, and other parents of young, innocent,
16 vulnerable children to properly train and supervise its agents and/or
17 employees. This special relationship arose because of the high degree of
18 vulnerability of the children entrusted to their care. As a result of this high
19 degree of vulnerability and risk of sexual abuse inherent in such a special
20 relationship, Defendants had a duty to establish measures of protection not
21 necessary for persons who are older and better able to safeguard themselves.
22
23 44. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because
24 each Defendant also had a special relationship with The teacher.
25
26 45. Defendants owed Plaintiff a duty of reasonable care because they solicited
27 youth and parents for participation in their youth programs; encouraged youth
28 and parents to have the youth participate in their programs; undertook custody
of minor children, including Plaintiff; promoted their facilities and programs
as being safe for children; held their agents, including The teacher, out as safe
to work with children; encouraged parents and children to spend time with their
agents; and/or encouraged their agents, including The teacher, to spend time
with, interact with, and recruit children.

- 1 46. By holding The teacher out as safe to work with children, and by undertaking
2 the custody, supervision of, and/or care of the minor Plaintiff, each Defendant
3 entered into a fiduciary relationship with the minor Plaintiff. As a result of
4 Plaintiff being a minor, and by Defendants undertaking the care and guidance
5 of the then vulnerable minor Plaintiff, each Defendant held a position of
6 empowerment over Plaintiff.
- 7 47. By accepting custody of the minor Plaintiff, Defendants established an *in loco*
8 *parentis* relationship with Plaintiff and in so doing, owed Plaintiff a duty to
9 protect Plaintiff from injury. Further, Defendants entered into a fiduciary
10 relationship with Plaintiff by undertaking the custody, supervision of, and/or
11 care of the minor Plaintiff. As a result of Plaintiff being a minor, and by
12 Defendants undertaking the care and guidance of the Plaintiff, Defendants also
13 held a position of empowerment over Plaintiff. Further, Defendants, by
14 holding themselves out as being able to provide a safe environment for
15 children, solicited and/or accepted this position of empowerment. Defendants,
16 through its employees, exploited this power over Plaintiff and, thereby, put the
17 minor Plaintiff at risk for sexual abuse.
- 18 48. By establishing and/or operating the Diocese of Phoenix and St. Thomas the
19 Apostle, accepting the minor Plaintiff as a participant in their programs,
20 holding their facilities and programs out to be a safe environment for Plaintiff,
21 accepting custody of the minor Plaintiff *in loco parentis*, and by establishing a
22 fiduciary relationship with Plaintiff, Defendants entered into an express and/or
23 implied duty to properly supervise Plaintiff and provide a reasonably safe
24 environment for children, who participated in their programs. Defendants
25 owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from
26 foreseeable dangers. Defendants had the duty to exercise the same degree of
27 care over minors under their control as a reasonably prudent person would have
28 exercised under similar circumstances.

1 49. By establishing and operating the Diocese of Phoenix and St. Thomas the
2 Apostle, which offered educational programs to children and which may have
3 included a school, religious education, and or religious ceremonies, and by
4 accepting the enrollment and participation of the minor Plaintiff as a
5 participant in those educational programs, Defendants owed Plaintiff a duty to
6 properly supervise Plaintiff to prevent harm from generally foreseeable
7 dangers.

8 50. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because
9 Defendants invited Plaintiff onto their property and The teacher posed a
10 dangerous condition on Defendants' property.

11 51. Defendants also breached their duty to Plaintiff by failing to warn Plaintiff and
12 Plaintiff's family of the risk that The teacher posed and the risks of child sexual
13 abuse in Catholic institutions. They also failed to warn them about any of the
14 knowledge that Defendants had about child sexual abuse.

15 52. Defendants breached their duties to Plaintiff by failing to use reasonable care.
16 Defendants' failures include, but are not limited to, failing to properly
17 supervise The teacher, failing to properly supervise Plaintiff, and failing to
18 protect Plaintiff from a known danger.

19 53. As a direct and proximate cause of Defendants' wrongful acts Plaintiff
20 sustained physical, emotional, and psychological injuries, along with pain and
21 suffering.

22
23 **COUNT II**
NEGLIGENT TRAINING AND SUPERVISION

24 54. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set
25 forth under this count.

26 55. At all times material, The teacher was employed by Defendants and was under
27 each Defendant's direct supervision, employ, and control when he committed
28 the wrongful acts alleged herein. The teacher engaged in the wrongful conduct

1 while acting in the course and scope of his employment with Defendants and/or
2 accomplished the sexual abuse by virtue of his job-created authority.

3 56. Defendants had a duty, arising from their employment of The teacher, to ensure
4 that he did not sexually molest children.

5 57. Further, Defendants owed a duty to train and educate employees and
6 administrators and establish adequate and effective policies and procedures
7 calculated to detect, prevent, and address inappropriate behavior and conduct
8 between clerics and children.

9 58. Defendants were negligent in the training, supervision, and instruction of their
10 employees. Defendants failed to timely and properly educate, train, supervise,
11 and/or monitor their agents or employees with regard to policies and
12 procedures that should be followed when sexual abuse of a child is suspected
13 or observed.

14 59. Defendants were additionally negligent in failing to supervise, monitor,
15 chaperone, and/or investigate The teacher and/or in failing to create, institute,
16 and/or enforce rules, policies, procedures, and/or regulations to prevent The
17 teacher's sexual abuse of Plaintiff.

18 60. In failing to properly supervise The teacher, and in failing to establish such
19 training procedures for employees and administrators, Defendants failed to
20 exercise the degree of care that a reasonably prudent person would have
21 exercised under similar circumstances.

22 61. As a direct and proximate cause of Defendants' wrongful acts Plaintiff
23 sustained physical, emotional, and psychological injuries, along with pain and
24 suffering.

25
26 **COUNT III**
NEGLIGENT RETENTION

27 62. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set
28 forth under this count.

- 1 63. Defendants became aware or should have become aware of The teacher's
2 propensity for child sexual abuse, and failed to take any further action to
3 remedy the problem and failed to investigate or remove The teacher from
4 working with children.
- 5 64. Defendants negligently and/or recklessly retained The teacher with knowledge
6 of The teacher's propensity for the type of behavior, which resulted in
7 Plaintiff's injuries in this action.
- 8 65. Defendants negligently retained The teacher in a position where he had access
9 to children and could foreseeably cause harm which Plaintiff would not have
10 been subjected to had Defendants taken reasonable care.
- 11 66. In failing to timely remove The teacher from working with children or
12 terminate the employment of The teacher, Defendants failed to exercise the
13 degree of care that a reasonably prudent person would have exercised under
14 similar circumstances.
- 15 67. As a direct and proximate cause of Defendants' wrongful acts Plaintiff
16 sustained physical, emotional, and psychological injuries, along with pain and
17 suffering.

18 **PRAYER FOR RELIEF**

- 19 68. Plaintiff requests judgment in favor of Plaintiff and against Defendants as
20 follows to:
- 21 a. For Plaintiff's general and special damages in an amount to be
22 proven at trial by jury;
 - 23 b. For Plaintiff's incurred costs together with interest at the highest
24 lawful rate on the total amount of all sums awarded from the date of
25 judgment until paid;
 - 26 c. For the fair and reasonable monetary value of Plaintiff's past,
27 present, and future pain and suffering in an amount to be proven at
28 trial by jury;

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- 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 18th 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 18, 2020 at 12:42 PM



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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: Annette Sade vs. The Roman Catholic Church of the Diocese of Phoenix et al.

Filed By: Robert E Pastor

AZTurboCourt Form Set: #5162715

Keyword/Matter #:

Delivery Date and Time: Nov 18, 2020 12:42 PM MST

Forms:

Cv Cover Sheet

Certificate of Compulsory Arbitration - Is Not Subject To

Summons

Summons

Attached Documents:

Component: Component