


CV-11-418941

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**



B E T W E E N

JESSE NORMAN IMESON

Plaintiff

and

MARYVALE (also known as Maryvale Adolescent and Family Services), TONY "DOE", THE
ROMAN CATHOLIC EPISCOPAL CORPORATION FOR THE ARCHDIOCESE OF
LONDON and FATHER HORVATH

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. If you wish to defend this proceeding but are unable to pay legal fees, legal aid may be available to you by contacting a local legal aid office.

Date Jan 26/11

Issued by S Sadeghi
Local registrar

Address of court office:
393 University Avenue
10th Floor
Toronto, Ontario
M5G 1E6

TO MARYVALE – MARYVALE ADOLESCENT AND FAMILY SERVICES
3640 Wells Street
Windsor, Ontario
N9C 1T9

AND TO “FATHER HORVATH”

AND TO TONY “DOE”

AND TO THE ROMAN CATHOLIC EPISCOPAL CORPORATION FOR THE ARCHDIOCESE OF LONDON
Chancery Office
1070 Waterloo St,
London, Ontario
N6A 3Y2, ON

CLAIM

1. The Plaintiff claims:
 - a) general damages for pain and suffering in the amount of \$250,000.00;
 - b) general damages for loss of future income in the amount of \$500,000.00;
 - c) general damages for future care costs in the amount of \$100,000.00;
 - d) special damages in the amount of \$100,000.00;
 - e) aggravated damages in the amount of \$100,000.00;
 - f) punitive damages in the amount of \$100,000.00;
 - g) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended and in accordance with section 4(5) of the *Victims' Bill of Rights*, S.O. 1995, C.6;
 - h) postjudgment interest in accordance with section 129 of the *Courts of Justice Act* and in accordance with section 4(5) of the *Victims' Bill of Rights*; and
 - i) such further and other relief as this Honourable Court deems just.
2. The Plaintiff also pleads that he is entitled to costs on a substantial indemnity basis pursuant to s. 4(6) of the *Victims Bill of Rights*.
3. The Plaintiff Jesse Norman Imeson ("Jesse") claims the foregoing damages against Tony "Doe" ("Tony") and Father Horvath (the "Individual Defendants") for:

- a) sexual and/or physical assault and battery and/or psychological abuse and infliction of mental distress perpetrated upon the Plaintiff by the Individual Defendants;
 - b) breach of fiduciary obligations owed to Jesse, arising out of the relationship between the Individual Defendants as adults and/or guardians and/or teachers, and Jesse, as a child;
 - c) intentional and negligent infliction of mental distress occasioned as a result of the sexual assault, physical assault, battery and psychological abuse described herein; and
 - d) negligence.
4. The Plaintiff claims the foregoing damages against the Defendants, Maryvale Adolescent and Family Services (“Maryvale”) and The Roman Catholic Episcopal Corporation for the Archdiocese of London in London, Ontario, Canada (the “Archdiocese”) (collectively, “the Institutional Defendants”) for:
- a) breach of duty of care and fiduciary duty owed to Jesse;
 - b) breach of non-delegable and statutory duty owed to Jesse;
 - c) negligence; and
 - d) vicarious liability.

THE PARTIES

5. Jesse was born on April 30, 1985 and is presently twenty-five (25) years old. He currently resides in the Town of Agassiz, in the Province of British Columbia.
6. Maryvale was, at all material times, an approved Children's Mental Health Treatment Centre in Windsor, Ontario, licensed and funded by the Ontario Ministry of Children and Youth Services to, among other functions, provide mental health services to children in the society's care or supervision, pursuant to the *Child and Family Services Act*, R.S.O. 1990, c.C-11, as amended, and its predecessor legislation.
7. Tony "Doe" was, at all material times, employed or otherwise acting under the supervision and authority of Maryvale to provide care and counselling for boys and girls, including the Plaintiff.
8. During a period of roughly six months, beginning in or around October 1997, when Jesse was approximately eleven (11) years old, he resided in the Temporary Teen Crisis Centre at Maryvale.
9. During this period, Jesse was subjected to various forms of abuse, the particulars of which are hereinafter set forth.
10. At all material times, Maryvale Adolescent and Family Services Facility was a residential facility operated by Maryvale. Maryvale and was mandated to provide care, training, treatment and moral, physical, academic and vocational education and supervision to boys and girls between the ages of eleven (11) and seventeen (17) years in Ontario. Maryvale had the capacity and obligation to make decisions on behalf of the children,

including Jesse, so that the best interests of the children were considered, and to place certain children, including Jesse, under the care of the Individual Defendant, Tony, at Maryvale. At all material times, Maryvale had children, including Jesse, in its direct custody, care and control. Maryvale acted in *loco parentis* to the children, including Jesse.

11. At all material times, Jesse was a ward of the Crown and, as such, was under the care, control and supervision of Maryvale.
12. Jesse is uncertain of the last name of the Defendant identified herein as Tony "Doe". This Defendant was employed by or otherwise an agent of Maryvale, an Institutional Defendant. Jesse will move for an Order substituting the proper identity of this Defendant as soon as he can reasonably discover their identity.

ARCHDIOCESE

13. Father Horvath was, at all material times, a priest and an employee and/ or agent of the Archdiocese and was acting under the Archdiocese's supervision and authority. Father Horvath was employed as a clergy at the parish of St. Anthony of Padua in Harrow, Ontario ("St. Anthony").
14. The Archdiocese was, at all material times, an Archdiocese of the Roman Catholic Church of Canada. The Archdiocese administered and operated various Catholic parishes in and around south-western Ontario, including the parish of St. Anthony in Harrow, Ontario, and employed and/or materially empowered the Defendant Father Horvath.

THE ABUSE SUFFERED WHILE AT MARYVALE:

15. Jesse, states that over the course of his stay at Maryvale for roughly one year in or around October 1997, when Jesse was approximately eleven (11) years old, he was sexually and/or physically assaulted and/or battered and/or psychologically abused by the Defendant Tony "Doe".
16. Jesse states that during the course of his residence at Maryvale, he was physically and/or emotionally assaulted and/or battered by Tony.
17. Jesse states that Tony was a staff member at Maryvale, and that the abuse occurred on a regular basis on the property at Maryvale, both in Jesse's private room and in various bathrooms and semi-private rooms.
18. Tony's abuse of Jesse included, but was not limited to:
 - a) taunting and verbally demeaning Jesse;
 - b) threatening Jesse;
 - c) fondling Jesse's genitals and body;
 - d) performing oral sex on Jesse;
 - e) forcing Jesse to perform oral sex on him;
 - f) violently anally raping Jesse; and
 - g) such other and further abuse as will be advised prior to trial.

THE ABUSE SUFFERED AT ST. ANTHONY CHURCH:

19. Jesse disclosed the abuse which he suffered at Maryvale to Father Horvath and placed his trust and confidence in the priest. Father Horvath grossly breached Jesse's trust by the abuse.
20. Jesse states that over the course of roughly eight (8) months, beginning in or around early 1997, when he was approximately eleven (11) years old, he was sexually assaulted and abused by Father Horvath.
21. Jesse states that over the course of the eight months he was residing in Harrow, Ontario, he was sexually and/or physically assaulted and/or battered and/or psychologically abused by the Father Horvath.
22. Jesse, states that he was sexually assaulted and abused by Father Horvath in or around St. Anthony and that the abuse occurred on a regular basis.
23. The abuse perpetrated by Father Horvath included, but was not limited to:
 - a) fondling Jesse's genitals and body;
 - b) performing oral sex on Jesse;
 - c) masturbating Jesse; and
 - d) such other and further abuse as will be advised prior to trial.

LIABILITY OF THE INDIVIDUAL DEFENDANTS

24. Jesse pleads that he trusted Tony because:

- a) Tony was a staff member and/or authority figure in a position of power;
- b) he was an adult;
- c) he was acting *in loco parentis*;
- d) he was an employee or agent of Maryvale; and
- e) such further and other reasons as may be advised prior to trial.

25. Jesse pleads that he trusted Father Horvath because:

- a) Father Horvath was a well-respected priest and member of the Harrow community;
- b) Father Horvath had a close relationship with Jesse's foster family in his role as their priest.
- c) Father Horvath was an authority figure;
- d) Father Horvath was older in age; and
- e) such further and other reasons as may be advised prior to trial.

26. As a result of the relationship between Jesse and the Individual Defendants, Jesse was vulnerable to Tony and Father Horvath such that they owed Jesse a special duty of care:

- a) not to commit sexual and/or physical assault and/or battery and/or psychological abuse against him;
- b) not to use their relationship to satisfy their own sexual and/or sadistic desires;
- c) not to use their positions of power and influence to abuse Jesse;
- d) to ensure that Jesse was safe from abuse while under their care or supervision;
- e) to assist Jesse and arrange for the appropriate therapy and counselling for him;
- f) to respect the integrity and privacy of Jesse's person; and/ or
- g) such further and other duties as may be advised prior to trial.

27. At all material times, Tony assumed the fiduciary obligation of providing parental care, guidance, education and training to Jesse. Jesse also asserts that Father Horvath similarly assumed a fiduciary obligation by providing guidance and counselling through his position of authority and influence as a priest and member of the Catholic clergy.
28. Jesse states that the Individual Defendants' actions as aforesaid constitute a breach of trust, negligence and assault upon his person. Jesse further states that the assaults were malicious and humiliating, and were done with reckless disregard of Jesse's rights. Jesse pleads that he is entitled to aggravated damages
29. Tony "Doe" and other Maryvale staff breached their fiduciary duty by their commission of acts of abuse, by permitting such abuse to occur and by failing to provide the Plaintiff with proper ongoing care, guidance, education, training, and an environment free from violence that is conducive to social, educational and emotional development.

30. Father Horvath breached his fiduciary duty by exploiting both his position of authority as a priest and Jesse's psychological and emotional vulnerabilities perpetrate acts of abuse upon Jesse.
31. At the time that the abuse occurred, the Plaintiff felt afraid, shocked, confused and ashamed. He was afraid to tell others about the abuse.
32. Jesse states that he was unable to disclose the abuse at an earlier time given his fear, embarrassment, self-blame and denial. The Plaintiff also felt alone and awkward and confined to secrecy given his situation. Jesse was embarrassed and attempted to hide the abuse from the adults around him. He repressed much of the anger and grief resulting from the abuse. It was, and continues to be, very painful for the Jesse to think about, let alone speak about, the abuse.
33. The conduct of Tony and Father Horvath who were in positions of authority and influence at all material times, was and is an extreme source of pain and suffering for Jesse.
34. Jesse pleads that the Tony and Father Horvath's conduct and actions in the circumstances have caused him to develop certain psychological mechanisms in order to survive the horrors of the sexual assault and/or physical assault and battery and/or psychological abuse. These mechanisms include denial, repression, dissociation and guilt.
35. The conduct of the Individual Defendants prevented the Plaintiff from discovering the wrongfulness of their actions, the nature of his injuries and/or the nexus between his

injuries and the abuse. Jesse blames himself for the occurrence of the sexual assaults and/or physical assaults and battery and/or psychological abuse.

36. Jesse has received little or no meaningful therapy regarding the abuse. He is still in the process of coming to understand and appreciate the full extent of the injuries caused to him by the sexual and/or physical assault and battery and psychological abuse performed upon him by the Individual Defendants and the nexus between the sexual and/or physical assaults and battery and psychological abuse and the injuries caused by the abuse. Jesse requires therapy and medical attention.
37. Jesse pleads and relies upon the presumption that, as a victim of sexual abuse, he is only now discovering the necessary connection between his injuries and the wrong done to him by the Individual Defendants and relies on the presumption with respect to same.
38. Jesse states that he was incapable of commencing the proceeding before now because of his physical, mental or psychological condition. He relies on the presumptions established in sections 10(2) and 10(3) of the *Limitations Act, 2002*, S.O. 2002, c-24, Sch. B with respect to same.
39. Jesse pleads that at the time of the assaults, the Individual Defendants were in positions of trust or authority in relation to him and were individuals upon whom he was dependent. Jesse relies on the presumptions established in sections 16 of the *Limitations Act, 2002*, S.O. 2002, c-24, Sch. B with respect to same.
40. To conceal their sexual assaults and/or physical assaults and battery and/or psychological abuse of Jesse, the Individual Defendants used various insidious measures to ensure that

Jesse did not disclose the sexual assaults and/or physical assaults and battery and/or physiological abuse. Jesse pleads and relies upon the doctrine of fraudulent concealment.

41. The conduct of the Individual Defendants was intentional, malicious and was done with the knowledge that it would cause Jesse to suffer humiliation, indignity, sexual, physical, emotional and mental distress and injury. Further, the conduct of the Individual Defendants was done with the knowledge that the Plaintiff's emotional and physical anguish would increase, and with wanton, careless and willful disregard of the consequences to the Plaintiff.
42. The conduct of the Individual Defendants was harsh, vindictive and reprehensible. Such conduct is offensive to the ordinary standards of decent conduct in the community and is conduct that ought to be deterred and is, as the Plaintiff submits, deserving of full condemnation and punishment.

LIABILITY OF MARYVALE

43. Pursuant to the provisions of the *Child and Family Services Act* Jesse's attendance at the Maryvale was mandatory, placing Maryvale in the position of *parens patriae* to him. Maryvale, and its' staff stood in place and stead of Jesse's parents during his time at Maryvale.
44. The Plaintiff states that Maryvale is liable for the abuse that he suffered during the time he spent there.

45. Under the *Act*, the Maryvale was under statutory duty to investigate allegations or evidence that the Plaintiff was in need of protection, to protect the Plaintiff and to provide care to the Plaintiff. There is no provision by which Maryvale may delegate these responsibilities.
46. Jesse states that at all material times the Tony, and other Maryvale staff were employees, servants or agents of Maryvale, and that Tony was acting in the course of his employment, service or agency when he committed the aforementioned sexual assaults and/or physical assaults and battery and/or psychological abuse upon the Plaintiff. As such, Maryvale is vicariously liable for the acts committed by the Individual Defendant, Tony.
47. Jesse pleads that Maryvale is vicariously liable for the actions of Tony since:
- a) there was a significant connection between the creation or the enhancement of the risk to Jesse and the sexual assaults and/or physical assaults and battery and/or psychological abuse that accrued therefrom;
 - b) Maryvale created or enhanced the risk of harm to Jesse by materially empowering the Individual Defendant, Tony, and by placing Jesse under his control;
 - c) the sexual assaults and/or physical assaults and battery and/or psychological abuse were related to the intimacy inherent in the enterprise of Maryvale;
 - d) the children at Maryvale, including the Plaintiff, were vulnerable to the wrongful exercise of power granted to Tony by Maryvale;

- e) Tony was expected to manage and supervise children, including Jesse, as a function of his employment with Maryvale;
 - f) the nature of the relationship between the Tony and the children at Maryvale was parent-like or role model-like, and on its own created a considerable risk of wrongdoing;
 - g) Maryvale can effectively compensate the Plaintiff; and
 - h) Maryvale will be deterred from employing and empowering teachers or employees like Tony who are pedophiles and/or sadists and predators.
48. As a result of the relationships between Jesse, Tony and the Maryvale, Jesse became dependent on the Defendants and vulnerable to the extent that the Maryvale owed Jesse a duty of care and/ or fiduciary duty to:
- a) ensure that their employees and agents were effectively and adequately monitored and trained;
 - b) ensure that their employees were not sexually abusing children who they came into contact with;
 - c) ensure that children were adequately protected from those in positions of authority at their facility;
 - d) ensure that children were adequately protected while on their property;
 - e) not to employ or otherwise empower Tony; and

- f) such further and other breaches as may be advised prior to trial.
49. Jesse further states that Maryvale breached the duties of care and/or fiduciary duties and/or non-delegable and/or statutory duties owed to him insofar as it knew or ought to have known that Tony was cruel and would sexually and/or physically and/or psychologically abuse children such as Jesse.
50. Maryvale systematically breached its fiduciary duties and/or non-delegable duties owed to Jesse and was systematically negligent in its hiring and supervision of Tony in that it knew or ought to have known that Tony was not suitable for teaching and/or for being a leader or for acting in *loco parentis* to children, including Jesse, for the following reasons:
- a) it failed to take all precautions within its control to prevent the abuse perpetrated against Jesse;
 - b) it failed to recognize that Jesse's physical and psychological well-being were being endangered by Tony;
 - c) it failed to provide Jesse with adequate care, training and treatment and proper moral, physical, academic, vocational and spiritual education and supervision;
 - d) it failed to remove Tony from its premises even though it knew or ought to have known that he had tendencies toward sexual assault, cruelty and violence;
 - e) it failed to properly investigate upon the evidence or complaints of Jesse or any other child because of a desire to protect their own interests over Jesse's;

- f) it failed to conduct reference checks with respect to the Individual Defendant, Tony, or if it conducted reference checks it failed to adequately and properly do so in accordance with accepted and/or reasonable personnel procedure;
- g) it did not provide proper, adequate or effective training or monitoring, initially or on an ongoing basis, of Tony in order to ensure that he was suitable and fit to act as a teacher and/or employee of Maryvale and to be in the presence of and have relationships with children such as Jesse;
- h) it failed to properly train staff and/or have in place a system that might detect and respond to sexual assault and/or physical assault and battery and/or psychological abuse by employees, servants or agents such as Tony;
- i) it failed to adequately supervise Tony such that they he not be able to commit sexual assault and/or physical assault and battery and/or psychological abuse upon children such as Jesse;
- j) it failed to provide counseling, medical care or other supports to Jesse following the assaults;
- k) it knew or ought to have known that Tony was a person with aberrant social tendencies who engaged in illegal and immoral abuse of children who were under their supervision or otherwise;
- l) it knew or ought to have known that placing Tony in a position of trust and authority would facilitate his ability to do wrong, and that without that position and authority the wrong could not have been perpetrated against Jesse;

- m) it knew or ought to have known that Tony inflicted the abuse and breaches during the course of his employment;
- n) it knew or ought to have known of Tony's actions involving Jesse, and it knew or ought to have known of the nature of his relationship with Jesse;
- o) it failed to warn potential victims, such as Jesse, that there was a risk that Tony might commit sexual assault and/or physical assault and battery and/or psychological abuse;
- p) it continued to employ Tony as a staff member when it knew or ought to have known he was not of good moral character and was not fit to perform the duties assigned to an employee in a position of authority; and
- q) it failed to respond properly and take appropriate steps to protect potential victims, including Jesse, where information was obtained that Tony might be committing sexual assault and/or physical assault and battery and/or psychological abuse.

51. Maryvale benefited by the omissions described herein because:

- a) they wished to cover up Tony's abuse of Jesse;
- b) they wished to avoid negative attention;
- c) they wished to avoid negative publicity that would hurt their reputation; and
- d) they were more concerned with cost saving measures than with ensuring proper protections were in place to care for vulnerable individuals such as Jesse.

52. Jesse states that Maryvale knew or ought to have known that it was reasonably foreseeable that Tony would commit sexual assault and/or physical assault and battery and/or psychological abuse upon Jesse.
53. The Plaintiff further states that the negligent hiring and/or supervision of Tony by Maryvale, and the breach of fiduciary duty and/or non-delegable duty by Maryvale, materially contributed to the injuries sustained as a result of the Tony's acts of sexual and/or physical assault and battery and/or psychological abuse insofar as these acts of negligence and breach of fiduciary duty allowed Tony to continue his employment, service or agency and have access to children such as Jesse.

LIABILITY OF THE ARCHDIOCESE

54. At all material times Father Horvath was an employee, servant or agent of the Archdiocese and as such the Archdiocese is vicariously liable for the acts Father Horvath committed in the course of his employment, service or agency.
55. The Archdiocese is vicariously liable for the actions of Father Horvath for the following reasons:
- a) the Archdiocese knew or ought to have known of the abusive relationship between Father Horvath and Jesse;
 - b) there was a significant connection between creation or the enhancement of the risk to Jesse, and the sexual assault and battery that accrued therefrom;

- c) the Archdiocese created or enhanced the risk of harm to Jesse by materially empowering Father Horvath;
- d) the sexual assault and battery was related to the intimacy inherent in the Archdiocese's enterprise;
- e) Jesse was a member of the Parish of St. Anthony of Padua and was thus vulnerable to the wrongful exercise of the power granted to Father Horvath by the Archdiocese;
- f) the Archdiocese can effectively compensate Jesse; and
- g) the Archdiocese will be deterred from employing and empowering priests and other clergy like Father Horvath who are paedophiles and/or predators.

56. As a result of the relationships between Jesse, Father Horvath and the Archdiocese, Jesse became dependent on the Defendants and vulnerable to the extent that the Archdiocese owed Jesse a duty of care and or fiduciary duty to:

- a) ensure that their employees and agents were effectively and adequately monitored and trained;
- b) ensure that their employees were not sexually abusing children who they came into contact with;
- c) ensure that children were adequately protected from those in positions of authority at the Archdiocese;
- d) ensure that children were adequately protected while on their property;

- e) not to employ or otherwise empower Father Horvath; and
- f) such further and other breaches as may be advised prior to trial.

57. The Archdiocese breached their fiduciary duties and/or non-delegable duties owed to Jesse, and were negligent in their hiring and supervision of Father Horvath in that they knew or ought to have known that Father Horvath was not a suitable employee, agent and/or clergyman for the following reasons:

- a) they failed to prevent the abuse against Jesse;
- b) they failed to remove Father Horvath from the Church, and from the employ of the Archdiocese and of St. Anthony of Padua, even though they knew or ought to have known him to have tendencies toward paedophilia;
- c) they failed to conduct a reference check with respect to Father Horvath, or, if they conducted a reference check, they failed to adequately and properly do so in accordance with accepted and/or reasonable personnel procedure;
- d) they did not provide proper, adequate or effective training or monitoring, initially or on an ongoing basis of Father Horvath to ensure that he was suitable and fit to act as a priest of the Archdiocese, being in the presence of and having relationships with children such as Jesse;
- e) they failed to properly train staff and/or have in place a system which might detect and respond to sexual assault and battery by clergy, employees, servants or agents such as Father Horvath;

- f) they failed to adequately supervise Father Horvath such that he would not be able to commit sexual assault and battery upon children such as Jesse;
- g) they knew or ought to have known that Father Horvath was a paedophile or a person with aberrant sexual tendencies who engaged in illegal and immoral sexual activities with children who were under his supervision or otherwise;
- h) they knew or ought to have known that placing Father Horvath in a position of trust and authority would facilitate his capacity to do wrong and without that position and authority the wrong could not have been perpetrated against Jesse;
- i) they knew or ought to have known that Father Horvath inflicted the abuse and breaches during the course of his employment and/or agency;
- j) they knew or ought to have known of Father Horvath's actions involving Jesse and they knew or ought to have known of his relationship with Jesse;
- k) they failed to appreciate the significance of and/or were wilfully blind to the unusual amount of contact between Father Horvath and Jesse;
- l) they failed to make any inquiry concerning Father Horvath's activities when one ought to have been made under the circumstances;
- m) the Archdiocese knew or ought to have known that the trust and reliance placed on Father Horvath by Jesse would be the view taken by any young boy towards a priest of the Church, and that Jesse would seek refuge and comfort from the Church during difficult times; and

- n) they failed to render assistance to Jesse when they became aware or ought to have become aware of the abuse.

58. The Archdiocese benefited by the omissions described herein because:

- a) they wished to cover up Father Horvath's abuse of Jesse;
- b) they wished to avoid negative attention;
- c) they wished to avoid negative publicity that would hurt their reputation; and
- d) they were more concerned with cost saving measures than with ensuring proper protections were in place to care for vulnerable individuals such as Jesse.

59. Jesse states that his suffering as herein described was foreseeable by the Archdiocese, and was caused by the intentional and/or negligent acts referred herein.

60. Jesse states that the Archdiocese knew or ought to have known that it was reasonably foreseeable that Father Horvath would commit sexual assault and/or battery upon Jesse.

61. The negligent hiring and/or supervision of Father Horvath by the and the breach of fiduciary duty and/or non-delegable duty by the Archdiocese materially contributed to the injuries sustained by Jesse as a result of Father Horvath's acts of sexual assault and battery, insofar as these acts of negligence and breach of fiduciary duty and/or non-delegable duty allowed Father Horvath to continue his employment, service or agency and have access to children, such as Jesse.

62. As owner of the Church where the assaults occurred, the Archdiocese was also negligent in failing to ensure that children like Jesse were safe from harm while on their property and in the Church premises.

IMPACT OF THE ABUSE

63. The individual acts of abuse against Jesse, together with the environment of fear and anxiety to which the Individual Defendants subjected the Plaintiff and the further breach of non-delegable duty and/or fiduciary duty and/or negligence of the Individual Defendants caused permanent and extensive injuries and losses to the Jesse, some particulars of which are as follows:

- a) humiliation and indignity;
- b) substance abuse;
- c) physical, emotional and mental pain;
- d) guilt, shame and self-blame;
- e) lack of self-confidence and self-esteem;
- f) inappropriate coping behaviour;
- g) major depression and helplessness;
- h) loss of enjoyment of life;
- i) anger;

- j) panic attacks;
- k) anxiety;
- l) homophobia;
- m) insomnia and nightmares of abuse
- n) problems with memories and flashbacks;
- o) avoidance of reminders of the abuse;
- p) inability to concentrate;
- q) a crisis in self-identity and sexuality;
- r) problems with promiscuity and/or intimacy;
- s) difficulty in developing healthy and meaningful relationships;
- t) inability to trust other individuals;
- u) impairment of his opportunity to experience a normal childhood and development of his adolescence and adulthood;
- v) impairment of his mental health and well-being such that he will require medical treatment and counseling;
- w) distrust and resentment toward authority figures, especially males, leading to conflicts with employers and educational institutions;

- x) impairment of his ability and opportunity to obtain an education appropriate to his abilities and aptitude;
 - y) impairment of his ability to earn income and support himself;
 - z) loss of income and loss of future income; and
 - aa) such further and other damages as may be advised prior to trial.
64. As a result of the wrongful acts, negligence, breach of trust, breach of fiduciary duty and breach of non-delegable duty of the Defendants, Jesse states that he has suffered from and continues to suffer from loss of youth, loss of education, loss of ability to obtain meaningful employment and the loss of ability to develop into a functioning adult.
65. Jesse believes that the actions of Tony and Father Horvath directly lead to his criminal behaviour and the difficulty he has experienced attempting to fit in to society. He attributes his criminal record, and his aversion to authority and authority figures, to the troubled upbringing and abusive role models that he was exposed to as a child, namely Tony and Father Horvath.
66. Jesse further states that his schooling suffered as a direct result of the harm caused by the Defendants. As a result, Jesse has been unable to obtain a career that he may have otherwise obtained had he completed his education.
67. The Plaintiff states that his suffering herein described was reasonably foreseeable by the Defendants and was a result of the intentional and/or negligent acts referred to herein.

68. As a result of the aforementioned abuse and negligence, Jesse has suffered and will continue to suffer damages. Jesse has and will continue to require therapy and medical attention. Jesse has lost potential income as a result of being unable to function properly.
69. The Plaintiff claims damages against the Defendants for injuries sustained as a direct result of their acts of sexual assault and/or physical assault and battery and/or psychological abuse against him, for infringement of his bodily integrity and for intentional infliction of emotional distress.
70. Jesse further claims that the conduct of the Defendants, in general, is reprehensible and should be deterred, and he is therefore entitled to punitive and exemplary damages.
71. The Plaintiff pleads and relies upon the *Negligence Act* R.S.O. 1990, c. N-1, the *Child and Family Services Act* R.S.O. 1990, c.C-11 and the *Limitations Act, 2002*, S.O. 2002, c-24, Sch. B, and subsequent amendments thereto and their predecessor legislation.
72. The Plaintiff pleads that the Institutional Defendant, as an occupier of the facility in which the Plaintiff was held, owed a duty of care to him to ensure that he was reasonably safe while on the premises and that the Institutional Defendant breached its duty of care. Particulars of the breach and the injuries that resulted are particularized above. The Plaintiff pleads and relies upon the *Occupiers' Liability Act* R.S.O. 1990, c.O-2 and subsequent amendments thereto and its predecessor legislation and common law.

The Plaintiff Jesse Norman Imeson proposes that this action be tried in Toronto, Ontario.

(Date of Issue) JAN 26/11

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JESSE NORMAN IMESON
Plaintiff

-and-
MARYVALE et al.
Defendants

Court File No.

CV-11-418941

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

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