

Cause No. \_\_\_\_\_

JOHN DOE I AND JANE DOE I,  
AS NEXT FRIEND OF JANE DOE II

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IN THE DISTRICT COURT

Plaintiffs,

v.

OF HARRIS COUNTY, TEXAS

COMMUNITY OF FAITH CHURCH  
and  
SECOND BAPTIST CHURCH  
OF HOUSTON

Defendants.

\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL PETITION, REQUEST FOR DISCLOSURE AND  
APPLICATION FOR WRIT OF ATTACHMENT**

TO THE HONORABLE JUDGE OF SAID COURT:

Because Plaintiffs seek recovery of damages based on conduct described as a felony under Chapters 21 and 33 of the Texas Penal Code, Plaintiffs exercise their right pursuant to Section 30.013 of the Texas Civil Practice & Remedies Code to use confidential identities. In this petition and all other further filings in this case, John Doe I, Jane Doe I, and Jane Doe II will be used as pseudonyms for the Plaintiffs.

COMES NOW, JOHN DOE I AND JANE DOE I, INDIVIDUALLY AND AS NEXT FRIENDS OF JANE DOE II, A MINOR, through fictitious names to protect the sexual abuse victim Jane Doe II, and file this Original Petition and in support thereof would respectfully show the Court the following:

**I. PARTIES**

1. Plaintiffs John Doe I and Jane Doe I, individually and next friends of Jane Doe II, are residents of Harris County, Texas.

2. Plaintiffs John Doe I and Jane Doe I are parents of Jane Doe II. As of the filing of this petition, Jane Doe II is 17 years of age.

3. Defendant Community of Faith Church is a corporation organized under the laws of the State of Texas with its principal place of business in Hockley, Harris County, Texas. It may be served with process through its registered agent, Michael Burton, 1023 Pinemont Drive, Houston, Texas 77018.

4. Defendant Second Baptist Church is a corporation organized under the laws of the State of Texas with its principal place of business in Houston, Harris County, Texas. It may be served with process through its registered agent, Lee H. Maxcy, 6400 Woodway, Houston, Texas 77057.

## **II. DISCOVERY CONTROL PLAN**

5. Pursuant to Tex. R. Civ. P. 190.4, Plaintiffs intend that discovery be conducted under Level 3.

## **III. VENUE**

6. Venue is proper in Harris County, Texas, because it is the county in which all or a substantial part of the events giving rise to the claims occurred and because Defendants maintain their principal offices in Harris County. See Tex. Prac. & Rem. Code Ann. § 15.002.

## **IV. BACKGROUND**

7. Defendant Second Baptist has a simple yet effective marketing scheme. Second Baptist entices pre-teens and teens in public schools with lunches provided by places such as McDonald's or Pizza Hut. Youth counselors then befriend the children they speak with, and encourage them to become involved in church events. By

engaging youth met in public schools in church activities, the parents eventually become involved as they shuttle their children to various church events. These same parents proceed to join Second Baptist, and subsequently help grow the flock financially. Second Baptist youth pastor outings to public schools occur regularly at middle schools and high schools in Harris County, where vulnerable children seek a sympathetic ear. Second Baptist promotes youth activities, including bible studies, Wednesday night services, choir practice, youth retreats, beach vacations, and other activities where children are placed in further contact with the same youth pastors allowed in public schools.

8. Chad Foster was a star member of this marketing scheme. Foster, a handsome clean cut man in his early 30s, was originally a volunteer youth pastor. However, he was eventually ordained, and offered a paid position with Second Baptist once his charisma with boys and girls was clear.

9. As a youth pastor, Chad Foster was in charge of recruiting pre-teens and teens to join Second Baptist and to be accessible to them 24 hours a day, 7 days a week. Second Baptist knew and encouraged Foster to develop close emotional bonds with the unsuspecting youth he met at public schools. Foster was to counsel his following regarding emotional, relationship, and attitudinal issues in the context of the teachings of Second Baptist.

10. Youth pastors, including Foster, received no training in appropriate relations with minors from Second Baptist. Foster was not trained as to issues of middle school aged children and the extreme care that must be taken when dealing with young and impressionable minds and emotions. Nevertheless, Second Baptist placed

Foster in a position that allowed him to manipulate children—specifically Jane Doe II—of sexual submission and exploitation.

11. When Jane Doe II met Foster it was her first church experience. She met him at school over the lunch hour. Foster got Jane Doe II involved with Second Baptist as he was tasked to do. However, with the support of Second Baptist, Foster used his position of trust to groom Jane Doe II for a sordid and exploitative relationship.

12. By appearances, the relationship between Foster and Jane Doe II started out as one of religious guidance. However, Foster, aided and abetted by Second Baptist, had a far more sinister agenda. Foster began to compliment Jane Doe II. Foster eventually began asking her to talk “dirty” to him and play out fantasies. This was occurring when Jane Doe II was a mere 12 years old.

13. In January 2011, Foster, and Jane Doe II, began communicating on Facebook. Foster began confiding in Jane Doe II about being lonely.

14. Foster then began texting Jane Doe II and communicating visually by Skype. During the Skype sessions, using Jane Doe II as his muse, Foster would expose himself and engage in acts of self-gratification while he was in his bedroom. He would ask Jane Doe II to take off her clothes, talk “dirty” to him and “help” him. He regularly pressured her for sex.

15. Foster consistently told Jane Doe II to keep their relationship secret. Foster told Jane Doe II that he would hurt himself if she told anyone.

16. Suddenly, and without explanation, Second Baptist quietly passed Foster off to Community of Faith. Community of Faith allowed the same conduct to continue, and simply picked up where Second Baptist left off. Once again, Foster was allowed to

use his guise as a youth minister as a vehicle for his own sexual interests with a minor. Foster brought part of his following to Community of Faith, and Jane Doe II remained stuck in Foster's cycle of abuse, under the auspices of religious and emotional counseling at Community of Faith.

17. Foster engaged in other inappropriate relations with other minors. In response to criminal charges, he pled guilty and is currently serving a five-year sentence. It is, therefore, indisputable that Chad Foster is and was a sexual predator.

18. If not for his position with Second Baptist and then Community of Faith, Foster would have been unable to victimize Jane Doe II. Second Baptist and Community of Faith are each liable for Foster's misconduct because they promoted Foster as a qualified, trained, and supervised youth pastor.

## **V. CAUSES OF ACTION**

### **A. Negligent Hiring, Supervision, and Retention**

19. Defendants had a duty to exercise ordinary care in the hiring, supervision, and retention of employees. At the time of the incident made the basis of this lawsuit, Defendants were in possession of information sufficient to give a reasonable employer notice that hiring or retaining Chad Foster would create an unreasonable risk of harm to the public and cause a reasonable employer not to hire or retain Foster.

20. Defendants negligently and gross negligently breached their duty in one or more of the following manners:

- a. Failing to perform adequate criminal background checks on persons hired and retained as youth pastors;
- b. Failing to train, supervise, manage, or monitor youth pastors, including Foster; and

- c. Failing to formulate, adopt, and enforce adequate rules, policies, and procedures with respect to the supervision of youth pastors and their interaction with teenage members of the church.

21. As a direct and proximate result of Defendants' acts or omissions, as set forth above, it was foreseeable to a person of ordinary prudence that a young member of the church would be exposed to an unreasonable danger or be harmed, and that the acts or omissions of Defendants proximately caused injury to Plaintiffs.

**B. Vicarious Liability**

22. Plaintiffs re-allege the factual allegations contained in the previous paragraphs and incorporate as if fully set forth herein.

23. Chad Foster was at all times and in all conduct referred to herein acting within the scope of his employment with Second Baptist and with Community of Faith Church. All of his conduct may therefore be attributed to his employers, and they are liable for his conduct.

**C. Breach of Fiduciary Duty**

24. Plaintiffs re-allege the factual allegations contained in the previous paragraphs and incorporate as if fully set forth herein.

25. Plaintiffs entrusted their teenage daughter to the care of Defendants. There could be no higher relationship of trust and confidence than when a parent entrusts his or her child to another.

26. Defendants' fiduciary duty is based on a moral, social, and personal relationship of trust and confidence, which Defendants breached. Defendants had a duty of loyalty and good faith, as well as a duty to act with integrity of the strongest kind, all of which they failed to do.

27. Defendants' breach of their fiduciary duty to Plaintiffs resulted in substantial injuries to Plaintiffs. Such injuries and resulting damages were a foreseeable result of the breach of fiduciary duty. Such conduct was gross negligent as well.

**D. Sexual Exploitation of a Minor**

28. Plaintiffs re-allege the factual allegations contained in the previous paragraphs and incorporate as if fully set forth herein.

29. Defendants employed Chad Foster, who was a "mental health services provider," as defined by Texas Civil Practices and Remedies Code (CPRC) § 81.001, by virtue of his role as a member of the clergy.

30. Foster provided "mental health services", within the meaning of CPRC § 81.001 to Jane Doe II.

31. Foster engaged in sexual exploitation of a minor, Jane Doe II, as defined by CPRC § 81.002, resulting in damages to Jane Doe II.

32. Defendants are liable to Jane Doe II because they employed a mental health services provider—Foster—who engaged in sexual exploitation of Jane Doe II, and Defendants:

- a. Failed to make inquiries of a former employer concerning the possible occurrence of sexual exploitation by the mental health services provider (Foster); or
- b. Knew or had reason to know that the mental health services provider (Foster) engaged in sexual exploitation of a patient or former patient (Jane Doe II) and failed to:
  - i. Report the suspected sexual exploitation as required by CPRC 81.006; or
  - ii. Take necessary action to prevent or stop the sexual exploitation by the mental health services provider.

- iii. Knew of the occurrence of sexual exploitation, received a specific request by a prospective employer regarding possible exploitation, and failed to disclose the occurrence of the known exploitation.

## **VI. Plaintiffs' Application for Writ of Attachment**

33. Plaintiffs apply to the Court for an order directing the issuance of a writ of attachment and as grounds show:

### **A.**

34. Plaintiffs re-allege the factual allegations contained in the previous paragraphs and incorporate as if fully set forth herein.

35. Plaintiffs are entitled to a writ of attachment under CPRC § 61.0021, as Defendants were the employers of an individual (Foster) who engaged in indecency with a child, Jane Doe II.

36. Attachment is available under CPRC § 61.0021(a)(2)(D), which provides for the issuance of a writ of attachment in the amount the Court determines to be appropriate to provide for the counseling and medical needs of the Plaintiffs.

### **B.**

37. Plaintiffs demand the amount determined appropriate by the Court to provide for the counseling and medical needs of Plaintiff Jane Doe II.

38. In light of Defendants' egregious acts toward Jane Doe II, Plaintiffs were forced to obtain counseling and medical services for Jane Doe II to help her cope with and recover from her horrific experience at Defendants' hands. Plaintiffs have borne these expenses for the years since Foster abused their daughter.

39. Jane Doe II continues to require therapy. Her parents should not be forced to continue this financial burden and thus ask the Court to exercise its discretion and



issue a writ of attachment ordering Defendants to pay the amount the Court considers to be appropriate for the counseling and medical needs of Jane Doe II.

**C.**

WHEREFORE, Plaintiffs request this Court grant this application, order the Clerk of the Court to issue a writ of attachment be issued to each Defendant, with the order specifying the maximum amount each Defendant must pay, and fixing the amount of bond required of Plaintiffs and the amount of bond required of Defendants to replevy.

**VII. Plaintiffs' Damages**

40. Plaintiffs re-allege the factual allegations contained in the previous paragraphs and incorporates them as if fully set forth herein.

41. Defendants proximately caused Plaintiffs to suffer actual and special damages, and Plaintiffs pray for the following including, but not limited to:

- a. Pain and suffering, past and future;
- b. Mental anguish, past and future;
- c. Medical expenses, past and future;
- d. Punitive damages, pursuant to Chapter 41 of the Civil Practices and Remedies Code;
- e. Exemplary damages, pursuant to Chapter 81 of the Civil Practices and Remedies Code;
- f. Attorney's fees, pursuant to Chapter 81 of the Civil Practices and Remedies Code; and
- g. All legally recoverable damages, actual and special, under Texas law, including costs of court and pre-judgment and post-judgment interest.

### **VIII. Requests for Disclosure**

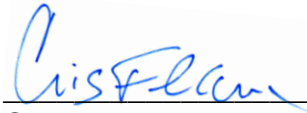
42. Under Texas Rule of Civil Procedure 194, Plaintiffs request that Defendants disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

### **Prayer**

Wherefore, Plaintiffs pray that Defendants be cited to appear and answer herein, and that upon final consideration, Plaintiffs recover judgment against Defendants for special damages, consequential damages, exemplary damages, liquidated damages, actual damages, pre-judgment and post-judgment interest, court costs, attorney fees, and all other relief to which Plaintiffs are entitled.

Respectfully submitted,

THE FELDMAN FIRM, P.C.



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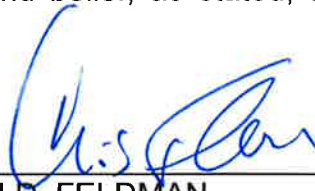
ATTORNEY FOR PLAINTIFFS

**VERIFICATION**

STATE OF TEXAS

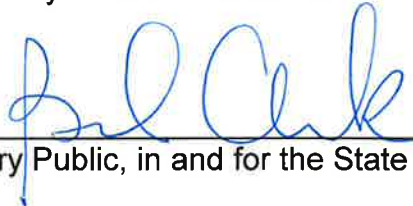
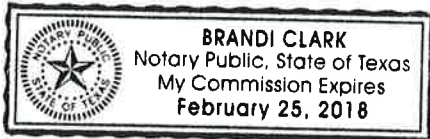
COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day appeared Cristen D. Feldman, who being by me duly sworn on oath said that he has read the above application for writ of attachment and that every statement contained in the application for writ of attachment is within his information and belief, as stated, and is true and correct.



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CRISTEN D. FELDMAN

SUBSCRIBED and SWORN TO BEFORE ME on this 1st day of October 2014, to certify which witness my hand and official seal.



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Notary Public, in and for the State of Texas

My Commission Expires:

February 25, 2018