

IN THE CIRCUIT COURT OF TENNESSEE FOR THE
THIRTIETH JUDICIAL DISTRICT AT SHELBY COUNTY

JOHN DOE and JANE DOE,)	
Individually and on behalf of their daughter,)	
JANET DOE, a minor,)	
)	
Plaintiffs,)	
)	
v.)	DOCKET NO.: CT1556-20
)	JURY DEMANDED
BELLEVUE BAPTIST CHURCH,)	
)	
Defendant.)	

ANSWER OF BELLEVUE BAPTIST CHURCH

COMES NOW the Defendant, Bellevue Baptist Church (“Defendant” or “Bellevue Baptist Church”) and for its Answer to the Plaintiffs’ Complaint, states as follows:

FIRST DEFENSE

Plaintiffs’ Complaint fails to state a claim or cause of action upon which relief may be granted for negligence and Plaintiffs’ claim should, therefore, be dismissed.

SECOND DEFENSE

Plaintiffs’ Complaint fails to state a claim or cause of action upon which relief may be granted for negligent infliction of emotional distress and Plaintiffs’ claim should, therefore, be dismissed.

THIRD DEFENSE

Plaintiffs’ Complaint fails to state a claim or cause of action upon which relief may be granted for negligence *per se* and Plaintiffs’ claim should, therefore, be dismissed.

FOURTH DEFENSE

Plaintiffs' Complaint fails to state a claim or cause of action upon which relief may be granted for breach of fiduciary duty and Plaintiffs' claim should, therefore, be dismissed.

FIFTH DEFENSE

Plaintiffs' Complaint fails to state a claim or cause of action upon which relief may be granted based on a theory of vicarious liability and Plaintiffs' claim should, therefore, be dismissed.

SIXTH DEFENSE

Plaintiffs' Complaint fails to state a claim or cause of action upon which relief may be granted for punitive damages and Plaintiffs' claim should, therefore, be dismissed.

SEVENTH DEFENSE

For a more particular response to each of the numbered paragraphs of the Complaint, the Defendant would state as follows:

1. Defendant admits the allegations set forth in the first and second sentences of ¶ 1 of the Complaint. For response to the third sentence of ¶ 1 of the Complaint, Defendant admits that Plaintiffs were members of Bellevue Baptist Church when the events alleged in the Complaint began; Defendant is without knowledge as to the beliefs of Plaintiffs; and Defendant denies the remaining allegations set forth in the third sentence of ¶ 1 of the Complaint. For response to the fourth sentence of ¶ 1 of the Complaint, Defendant states that James A. Hook was employed as a Sunday morning Pre-School Wing Coordinator at Bellevue Baptist Church from 2017 to March 1, 2019. Defendant is without knowledge to admit or deny the remaining allegations set forth in the fourth sentence of ¶ 1 of the Complaint. Defendant is without knowledge to admit or deny the

allegations set forth in the fifth sentence of ¶ 1 of the Complaint. For response to the sixth sentence of ¶ 1 of the Complaint, Defendant admits the James Ashley Hook pled guilty in a criminal matter involving these events but is without specific knowledge to admit or deny the remaining allegations. For response to the seventh sentence of ¶ 1 of the Complaint, Defendant states that Bellevue Baptist Church had appropriate policies and training in place for all employees and volunteers at Bellevue Baptist Church and denies any allegations inconsistent with the foregoing averment. Defendant denies the remaining allegations set forth in the seventh sentence of ¶ 1 of the Complaint.

2. Admitted.

3. For response to ¶ 3 of the Complaint, Defendant states that based on the allegations in the Complaint, venue is proper in Shelby County, Tennessee.

4. Defendant denies it committed any acts of negligence as alleged in ¶ 4 of the Complaint.

5. Admitted.

6. Admitted.

7. For response to the first sentence of ¶ 7 of the Complaint, Defendant states that Bellevue Baptist Church was (and is) a church located in Cordova, Tennessee and is a part of the Southern Baptist Convention. For response to the second sentence of ¶ 7 of the Complaint, Defendant admits that Pastor Steve Gaines leads Bellevue Baptist Church and was the head of the Southern Baptist Convention from 2016 to 2018. For response to the third sentence of ¶ 7 of the Complaint, Defendant admits that Bellevue Baptist Church offers multiple church services on Sundays and various activities on Wednesday nights. Defendant admits the allegations set forth in the fourth sentence of ¶ 7 of the Complaint.

8. Defendant admits that Bellevue Baptist Church attracts many truly caring and giving individuals to its church. Defendant denies the remaining allegations set forth in ¶ 8 of the Complaint. Defendant moves that the offensive, scurrilous, irrelevant and immaterial averments contained in second part of ¶ 8 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church.

9. Defendant moves that the offensive, scurrilous, irrelevant and immaterial averments contained in ¶ 9 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church. Further, it does not appear that ¶ 9 sets forth any allegations against Bellevue Baptist Church. To the extent that ¶ 9 is construed to set forth any allegations against Bellevue Baptist Church, any such allegations are denied in their entirety.

10. Defendant moves that the offensive, scurrilous, irrelevant and immaterial averments contained in ¶ 10 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church. Further, it does not appear that ¶ 10 sets forth any allegations against Bellevue Baptist Church. To the extent that ¶ 10 is construed to set forth any allegations against Bellevue Baptist Church, any such allegations are denied in their entirety.

11. Defendant moves that the offensive, scurrilous, irrelevant and immaterial averments contained in ¶ 11 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church. Further, it does not appear that ¶ 11 sets forth any allegations against Bellevue Baptist Church. To the extent that ¶ 11 is construed to set forth any allegations against Bellevue Baptist Church, any such allegations are denied in their entirety.

12. Defendant moves that the offensive, scurrilous, irrelevant and immaterial averments contained in ¶ 12 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church. Further, it does not appear that ¶ 12 sets forth any allegations against Bellevue Baptist Church. To the extent that ¶ 12 is construed to set forth any allegations against Bellevue Baptist Church, any such allegations are denied in their entirety.

13. Defendant moves that the offensive, scurrilous, irrelevant and immaterial averments contained in ¶ 13 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church. Further, it does not appear that ¶ 13 sets forth any allegations against Bellevue Baptist Church, and as such, Bellevue Baptist Church denies said allegations in their entirety.

14. For response to ¶ 14 of the Complaint, Defendant admits that the Houston Chronicle and San Antonio Express News published a story about the Southern Baptist denomination in 2019, and the articles speak for themselves. Defendant moves that the offensive, scurrilous, irrelevant, immaterial and inadmissible averments contained in ¶ 14 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church. Further, it does not appear Paragraph 14 sets forth any allegations against Bellevue Baptist Church. To the extent that Paragraph 14 is construed to set forth any allegations against Bellevue Baptist Church, any such allegations are denied in their entirety.

15. For response to ¶ 15 of the Complaint, Defendant admits that the Houston Chronicle and San Antonio Express News published a story about the Southern Baptist denomination in 2019, and the articles speak for themselves. Defendant moves that the offensive, scurrilous, irrelevant, immaterial and inadmissible averments contained in ¶ 15 be stricken from the

Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church. Further, it does not appear that Paragraph 15 sets forth any allegations against Bellevue Baptist Church. To the extent that Paragraph 15 is construed to set forth any allegations against Bellevue Baptist Church, any such allegations are denied in their entirety.

16. For response to ¶ 16 of the Complaint, Defendant admits that the Houston Chronicle and San Antonio Express News published a story about the Southern Baptist denomination in 2019, and the articles speak for themselves. Defendant further states that the 2006 incident was investigated by Defendant. Defendant moves that the offensive, scurrilous, irrelevant, immaterial and inadmissible averments contained in ¶ 16 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church.

17. For response to ¶ 17 of the Complaint, Defendant admits that the Houston Chronicle and San Antonio Express News published a story about the Southern Baptist denomination in 2019, and the articles speak for themselves. Defendant moves that the offensive, scurrilous, irrelevant, immaterial and inadmissible averments contained in ¶ 17 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church. Further, it does not appear that ¶ 17 sets forth any allegations against Bellevue Baptist Church. To the extent that ¶ 17 is construed to set forth any allegations against Bellevue Baptist Church, any such allegations are denied in their entirety.

18. For response to ¶ 18 of the Complaint, Defendant admits that the Houston Chronicle and San Antonio Express News published a story about the Southern Baptist denomination in 2019, and the articles speak for themselves. Defendant moves that the offensive, scurrilous, irrelevant, immaterial and inadmissible averments contained in ¶ 18 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame

Bellevue Baptist Church. Further, it does not appear that ¶ 18 sets forth any allegations against Bellevue Baptist Church. To the extent that ¶ 18 is construed to set forth any allegations against Bellevue Baptist Church, any such allegations are denied in their entirety.

19. For response to ¶ 19 of the Complaint, Defendant admits that the Houston Chronicle and San Antonio Express News published a story about the Southern Baptist denomination in 2019, and the articles speak for themselves. Defendant moves that the offensive, scurrilous, irrelevant, immaterial and inadmissible averments contained in ¶ 19 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church. Further, it does not appear that ¶ 19 sets forth any allegations against Bellevue Baptist Church. To the extent that ¶ 19 is construed to set forth any allegations against Bellevue Baptist Church, Bellevue Baptist Church denies engaging in “the acts set forth above” as no such acts are set forth specifically in ¶ 19 and denies conducting any activity for the purposes alleged in ¶ 19.

20. For response to the first sentence of ¶ 20 of the Complaint, Defendant admits that Bellevue Baptist Church is a part of the Southern Baptist Convention, and denies the remaining allegations therein. For response to the second sentence of ¶ 20 of the Complaint, Defendant denies Bellevue Baptist Church committed any outrageous conduct as alleged. Defendant further moves that the offensive, scurrilous, irrelevant, immaterial and inadmissible averments contained in ¶ 20 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church.

21. For response to the first sentence of ¶ 21 of the Complaint, Defendant admits, upon information and belief, that Jane Doe and James Hook had an extramarital affair in 2011. For response to the second sentence of ¶ 21 of the Complaint, Defendant is without sufficient

knowledge or information to form a belief as to the truth of the averment that James Hook suggested that the couples be counseled by Bellevue Pastor Eric Brand. Defendant further moves that the offensive, scurrilous, irrelevant, immaterial and inadmissible averments contained in the second sentence of ¶ 21 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church.

22. For response to ¶ 22 of the Complaint, Defendant admits, upon information and belief, that the Does were counseled by Eric Brand. Defendant is without sufficient knowledge or information to form a belief as to the truth of the remaining averments of ¶ 22 of the Complaint. Defendant further moves that the offensive, scurrilous, irrelevant, immaterial and inadmissible averments contained in ¶ 22 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church.

23. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments of ¶ 23 of the Complaint. Defendant further moves that the offensive, scurrilous, irrelevant, immaterial and inadmissible averments contained in ¶ 23 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church.

24. For response to ¶ 24 of the Complaint, Defendant denies that Bellevue Baptist Church condoned inappropriate behavior of the alleged actions of Eric Brand and specifically and categorically denies the any action of Eric Brand reflects the environment at Bellevue Baptist Church. Defendant further moves that the offensive, scurrilous, irrelevant, immaterial and inadmissible averments contained in ¶ 24 be stricken from the Complaint because the sole purpose of these averments is to unfairly prejudice and defame Bellevue Baptist Church.

25. Defendant admits the allegations set forth in the first and third sentences of ¶ 25 of the Complaint. Defendant is without sufficient knowledge or information to form a belief as to the truth of averments in the second sentence of ¶ 25 of the Complaint. Defendant specifically and categorically denies that John Doe expressed concerns to Pastor Ken Hindman regarding James Ashley Hook; that John Doe told Pastor Hindman he did not want James Ashley Hook around his children; and that Pastor Hindman assured John Doe that James Hook would not be around his children as alleged in the fourth, fifth and sixth sentences of ¶ 25 of the Complaint.

26. For response to the first sentence of ¶ 26 of the Complaint, Defendant admits that, upon information and belief, the Does filed for divorce in October 2018. For response to the second sentence of ¶ 26 of the Complaint, Defendant admits that Janet Doe continued to attend Bellevue Baptist Church. Defendant is without sufficient knowledge or information to form a belief as to the truth of averments that John Doe left the church in October 2018.

27. Defendant is without sufficient knowledge or information to form a belief as to the truth of averments set forth in ¶ 27 of the Complaint.

28. Defendant is without sufficient knowledge or information to form a belief as to the truth of averments set forth in ¶ 28 of the Complaint. Defendant denies any suggestion or insinuation that Bellevue Baptist Church was aware of any inappropriate communications between Janet Doe and James Hook.

29. For response to ¶ 29 of the Complaint, Defendant states that James A. Hook was hired in January 2017 as Preschool Wing Coordinator, which required him to coordinate volunteers in the childcare area on Sunday mornings.

30. Defendant is without sufficient knowledge or information to form a belief as to the truth of averments set forth in ¶ 30 of the Complaint.

31. For response to the first sentence of ¶ 31 of the Complaint, Defendant states that James Hook supervised and coordinated volunteers in his position as Preschool Wing Coordinator on Sunday mornings. Defendant objects to the term “access” as a vague and undefined term. For response to second sentence of ¶ 31 of the Complaint, Defendant states that the term “full access” is a vague and undefined term, and further states that Mr. Hook did not work or coordinate volunteers on Wednesday night.

32. For response to the first sentence of ¶ 32 of the Complaint, Defendant states that Mr. Hook monitored the two halls which make up the Preschool Wing of the childcare area at Bellevue Baptist Church and would go to the areas on those halls in which he was needed. Defendant is without sufficient knowledge or information to form a belief as to the truth of the remaining averments set forth in ¶ 32 of the Complaint. Defendant denies any suggestion or insinuation that Bellevue permitted, condoned or was aware of the actions by James Hook alleged in ¶ 32 of the Complaint.

33. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in ¶ 33 of the Complaint.

34. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in ¶ 34 of the Complaint. Defendant specifically and categorically denies knowledge of the actions by James Hook alleged in ¶ 34 of the Complaint. Defendant further denies that Bellevue Baptist Church is liable for any actions of James Hook which were outside the course and scope of his employment.

35. For response to the first sentence of ¶ 35 of the Complaint, Defendant specifically and categorically denies that James Hook had unsupervised and unrestricted access to volunteers, including Janet Doe. Defendant affirmatively states that James Hook coordinated volunteers in

his position and that Bellevue had policies in place requiring two adults in the room with minors. For response to the second sentence of ¶ 35 of the Complaint, Defendant specifically and categorically denies that it had knowledge of or allowed James Hook to leave the church premises with Janet Doe.

36. For response to ¶ 36 of the Complaint, Defendant admits that James Hook was the Preschool Wing Coordinator on Sunday mornings from January 1, 2017 to March 1, 2019. Defendant denies any insinuation or suggestion that Defendant had any knowledge of the averments set forth in ¶ 36 of the Complaint that Hook targeted Janet Doe as a potential victim and worked to gain her trust. Defendant further denies that Bellevue Baptist Church is liable for the actions of James Hook taken outside the course and scope of his employment.

37. For response to ¶ 37 of the Complaint, Defendant states that Janet Doe volunteered on Wednesday nights in the childcare area, where she assisted one to two paid workers in one of the childcare rooms. Defendant admits the Director of Childcare also worked on Wednesday nights. Defendant denies the remaining allegations set forth in ¶ 37 of the Complaint.

38. For response to the first sentence of ¶ 38 of the Complaint, Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments that James Hook took his older children to Bellevue Baptist on Wednesday nights. For response to the second sentence of ¶ 38 of the Complaint, Defendant admit that James Hook may be have been in the childcare area on Wednesday nights but denies knowledge that he specifically went to the childcare area to visit Janet Doe. For response to the third sentences of ¶ 38 of the Complaint, Defendant specifically and categorically denies knowledge that Janet Doe left with James Hook. For response to the fourth sentence of ¶ 38 of the Complaint, Defendant denies knowledge of James Hook “taking” Janet Doe from the childcare area or leaving the area with her as alleged. Defendant

affirmatively states that Janet Doe was allowed to leave the childcare area to go to other areas of the church, as she was a volunteer, not a paid worker, and therefore, leaving the area would not be questioned by an adult.

39. Defendant specifically and vehemently denies knowledge of the averments set forth in ¶ 39 of the Complaint. Defendant further denies that Bellevue Baptist Church is liable for the actions of James Hook which were taken outside the course and scope of his employment.

40. For response to ¶ 40 of the Complaint, Defendant states that Janet Doe was allowed to leave the childcare area to go to other areas of the Church. Defendant states that James Hook and Janet Doe may have left the area at the same time but Defendant has no knowledge of James Hook and Janet Doe leaving “together” or Hook “taking” Janet Doe from the childcare area. Defendant denies that Director of Childcare, Gwen Kaluzny saw James Hook “take” Janet Doe from the childcare area and further denies knowledge of any action that would have “raised concerns and red flags” as alleged in the second sentence of ¶ 40 of the Complaint.

41. For response to ¶ 41 of the Complaint, Defendant admits that James Hook was employed on Sunday overseeing volunteers at Bellevue Baptist Church. Defendant has no knowledge of James Hook sitting in the security area on Wednesday night and therefore, denies the same.

42. For response to the first sentence of ¶ 42 of the Complaint, Defendant denies any suggestion or insinuation of knowledge or observation of any action that would cause reasonable suspicion of grooming by James Hook. Defendant is without sufficient knowledge or information to form a belief as to the truth of the remaining averments set forth in the first sentence of ¶ 42 of the Complaint. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in the second sentence of ¶ 42 of the Complaint. For response

to the third sentence of ¶ 42 of the Complaint, Defendant denies any knowledge of James Hook giving gifts to Janet Doe in front of Bellevue staff.

43. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in ¶ 43 of the Complaint.

44. Defendant admits the allegations set forth in the first sentence of ¶ 44 of the Complaint. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in the second, third and fourth sentences of ¶ 44 of the Complaint.

45. Defendant admits, upon information and belief, the allegations set forth in the first second, third, fourth and fifth sentences of ¶ 45 of the Complaint. Defendant denies the allegations set forth in the sixth sentence of ¶ 45 of the Complaint. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in the seventh sentence of ¶ 45 of the Complaint. For response to the eighth sentence of ¶ 45 of the Complaint, Defendant states that members of Bellevue Baptist Church may have attended Mr. Hook's sentencing but did not appear at the sentencing hearing as representative of Bellevue Baptist Church.

46. In response to the allegations set forth in ¶ 46 of the Complaint, the Defendant adopts, reiterates, and incorporates by reference its responses to each of the preceding paragraphs of the Complaint as if set forth herein verbatim.

47. For response to ¶ 47 of the Complaint, Defendant states that Bellevue Baptist Church has appropriate policies and procedures as well as trainings on sexual predators and sexual abuse for all volunteers and employees. Defendant moves for a more definite statement as this allegation is vague and not directed specifically at this Defendant.

48. For response to ¶ 48 of the Complaint, Defendant states that Bellevue Baptist Church has appropriate policies and procedures as well as trainings on sexual predators and sexual

abuse for all volunteers and employees. Defendant further denies that Bellevue Baptist Church knew or should have known that James Hook would seek to utilize his employment to take advantage of minors as alleged in the second sentence of ¶ 48 of the Complaint. Defendant further denies that Bellevue Baptist Church knew or should have known that James Hook would seek to utilize his employment for personal gain and desires as alleged in the third sentence of ¶ 48 of the Complaint. Defendant further denies knowledge of any allegation that James Hook acted inappropriately with any minor, until after his arrest.

49. For response to ¶ 49 of the Complaint, Defendant admits that any sexual abuse can have a traumatic effect on victims. Defendant denies that James Hook was acting as an authority figure on behalf of Defendant at the time of the acts alleged in Plaintiff's Complaint.

50. For response to the first sentence of ¶ 50 of the Complaint, Defendant denies that it failed to exercise due care and diligence. Defendant further denies that James Hook was given complete discretion and freedom to have personal and private encounters with volunteers and minors. Defendant affirmatively states that policies and procedures were in place requiring two persons in the room with minors. For response to the second sentence of ¶ 50 of the Complaint, Defendant denies this allegation and affirmatively states that Bellevue Baptist Church performed background checks provided training, at least, annually, regarding child abuse, including child sexual abuse.

51. For response to ¶ 51 of the Complaint, Defendant specifically and categorically denies that Bellevue Baptist Church knew or should have known that James Hook posed a threat and risk to its members and volunteers. Defendant further denies that the extramarital affair between Mr. Hook and Jane Doe constituted notice that James Hook posed a threat and risk to its

members and volunteers. Defendant further denies that John Doe expressly asked the church to keep Hook away from his children.

52. Defendant admits the allegations set forth in the first sentence of ¶ 52 of the Complaint. Defendant objects to the averment set forth in the second sentence of ¶ 52 of the Complaint as vague and undefined.

53. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in ¶ 53 of the Complaint. Defendant denies any implication or suggestion that Defendant was aware or should have been aware that James Hook isolated Janet Doe and engaged in inappropriate sexual contact with her for extended periods of time. Defendant further denies that Bellevue Baptist Church is vicariously liable for these inappropriate action of James Hook which were outside the course and scope of his employment.

54. For response to the first sentence of ¶ 54 of the Complaint, Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments that James Hook groomed Janet Doe. Defendant denies any implication or suggestion that Defendant was aware or should have been aware that James Hook “groomed” Janet Doe. Defendant further denies that Bellevue Baptist Church is vicariously liable for these inappropriate actions of James Hook which were outside the course and scope of his employment. For response to the second sentence of ¶ 54 of the Complaint, Defendant objects to the generic definition of “grooming.” Defendant denies and objects to the generic and vague allegations set forth in ¶ 54 of the Complaint. For response to the fourth sentence of ¶ 54 of the Complaint, Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments.

55. Defendant denies Plaintiffs’ generic statements set forth in the first, second, third and fourth statements in ¶ 55 of the Complaint. For response to the fifth sentence of ¶ 55 of the

Complaint, Defendant denies that Bellevue Baptist Church knew or should have known that James Hook had a propensity to commit these heinous acts. Defendant further denies that Bellevue Baptist Church is vicariously liable for these inappropriate actions of James Hook which were outside the course and scope of his employment.

56. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in ¶ 56 of the Complaint. Defendant further denies any implication that Defendant knew or should have known of the alleged inappropriate, physical and sexual contact by James Hook. Defendant further denies that Bellevue Baptist Church is vicariously liable for these inappropriate action of James Hook which were outside the course and scope of his employment.

57. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in ¶ 57 of the Complaint. Defendant further denies that Bellevue Baptist Church is vicariously liable for these inappropriate action of James Hook which were outside the course and scope of his employment.

58. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in ¶ 58 of the Complaint. Defendant further denies that Bellevue Baptist Church is vicariously liable for these inappropriate action of James Hook which were outside the course and scope of his employment.

59. Defendant denies the allegations set forth in ¶ 59 of the Complaint and further states that Bellevue Baptist Church had policies in place which were commensurate with the standard of care, about which training was provided.

60. For response to the first sentence of ¶ 60 of the Complaint, Defendant denies that Bellevue Baptist Church permitted or allowed James Hook to remove any minors, including Janet

Doe, from the physical building to other parts of the property to sexually assault them. Defendant further denies knowledge of any allegations that James Hook sexually assaulted any other minors. For response to the second sentence of ¶ 60 of the Complaint, Defendant denies that Bellevue Baptist Church it knew that or allowed James Hook to leave the property with minors other than his own children. Defendant further denies that Bellevue Baptist Church is vicariously liable for these inappropriate action of James Hook which were outside the course and scope of his employment.

61. For response to the first sentence of ¶ 61 of the Complaint, Defendant specifically and categorically denies that Bellevue Baptist Church knew or should have known that James Hook was spending too much time with certain minors including Janet Doe and that he created situations where he was alone with Janet Doe. For response to the second sentence of ¶ 61 of the Complaint, Defendant specifically and categorically denies that any observable action of James Hook put Bellevue on notice such that Bellevue Baptist Church knew or should have known that James Hook posed a risk of harm and threat to minors.

62. For response to ¶ 62 of the Complaint, Defendant denies that any action by James Hook put Defendant on notice to investigate any of his actions; and further denies any knowledge of or reason to know that there was a need to prevent opportunities for James Hook to be alone with Janet Doe.

63. Defendant specifically and categorically denies that Bellevue Baptist Church turned a “blind eye” to inappropriate conduct and sexual misconduct as alleged in ¶ 63 of the Complaint.

64. Defendant specifically denies the allegations set forth in ¶ 64 of the Complaint and affirmatively states that Bellevue Baptist Church conducts training with all volunteers and

employees on child abuse and child sexual abuse at least annually on duty to report suspected inappropriate relationships, sexual abuse and exploitation.

65. Defendant denies the allegations set forth in ¶ 65 of the Complaint.

66. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in ¶ 66 of the Complaint. Defendant further states that the injuries alleged by Plaintiff Janet Doe were not a result of any action or inaction on the part of this Defendant.

67. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in ¶ 67 of the Complaint. Defendant further states that the injuries alleged by Plaintiffs John and Jane Doe were not a result of any action or inaction on the part of this Defendant.

68. For response to ¶ 68 of the Complaint, Defendant denies that Bellevue Baptist Church knew or should have known prior to and during Janet Doe's abuse that James Hook posed a threat and risk to minors including Janet Doe.

69. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in ¶ 69 of the Complaint.

70. For response to the first sentence of ¶ 70 of the Complaint, Defendant denies that Bellevue Baptist Church was in a fiduciary relationship with Janet Doe that was not predicated on its religious duty. Defendant is without sufficient knowledge or information to form a belief as to the truth of the averments set forth in the second and third sentences of ¶ 70 of the Complaint. For response to the fourth sentence of ¶ 70 of the Complaint, Defendant denies that Bellevue Baptist

Church knew or should have known that James Hook had misused his position and groomed Janet Doe for an inappropriate, physical and/or sexual relationship. For response to the fifth sentence of ¶ 70 of the Complaint, Defendant denies that Bellevue Baptist Church breached a fiduciary duty to Janet Doe and further denies the allegations set forth in subparts(a)-(p) of the Complaint. Defendant further denies that Plaintiffs may maintain a cause of action for breach of fiduciary and moves to dismiss same.

71. Denied.

72. Defendant is without knowledge to admit or deny the allegations set forth in ¶ 72 of the Complaint. Defendant further states that the injuries alleged suffered by Plaintiff Janet Doe were not a result of any action or inaction on the part of this Defendant.

73. Denied. Defendant further moves to dismiss Plaintiffs' claim for punitive damages.

74. For response to the first sentence of ¶ 74 of the Complaint, Defendant states that Bellevue Baptist Church had a duty to comply with the standard of care for churches in Cordova, Shelby County, Tennessee and did so in all respects as to its teenage volunteers. Defendant denies that Janet Doe was under the care of Bellevue Baptist Church. Defendant admits that Janet Doe was supervised by various childcare staff of Bellevue Baptist Church. For response to the second sentence of ¶ 74 of the Complaint, Defendant states that Bellevue Baptist Church had a duty to comply with the standard of care for churches in Cordova, Shelby County, Tennessee and did so in all respects as to its teenage volunteers. Defendant denies the remaining allegations set forth in the second sentence of ¶ 74 of the Complaint.

75. For response to ¶ 75 of the Complaint, Defendant denies that Bellevue Baptist Church breached any duties owed to Janet Doe. Defendant denies knowledge of any act by James Hook that placed Defendant on notice that James Hook had a propensity to commit the sexual

abuse of a minor. Defendant further denies that Bellevue Baptist Church is vicariously liable for these inappropriate actions of James Hook which were outside the course and scope of his employment. Defendant further denies that Bellevue Baptist Church is vicariously liable for these inappropriate actions of James Hook which were outside the course and scope of his employment.

76. For response to ¶ 76 of the Complaint, Defendant denies that Bellevue Baptist Church knew or with reasonable care should have known that James Hook was unfit, dangerous and a threat to the health, safety and welfare of minors. Defendant further denies that Bellevue Baptist Church is vicariously liable for these inappropriate actions of James Hook which were outside the course and scope of his employment.

77. For response to the first sentence of ¶ 77 of the Complaint, Defendant denies that Bellevue Baptist Church had actual or constructive knowledge that James Hook was unfit, dangerous and a threat to the health, safety and welfare of minors. Defendant denies that Bellevue Baptist Church in any way provided James Hook unfettered access to Janet Doe and gave him unlimited uncontrolled privacy with Janet Doe. For response to the second sentence of ¶ 77 of the Complaint, Defendant denied that Bellevue Baptist Church breached a duty owed to Janet Doe. Defendant further denies that Bellevue Baptist Church is vicariously liable for these inappropriate actions of James Hook which were outside the course and scope of his employment.

78. Denied.

79. For response to ¶ 79 of the Complaint, Defendant states that Bellevue Baptist Church had policies and procedures in place to protect minors which complied with the standard of care. Defendant denies any allegations inconsistent with the foregoing averment.

80. For response to ¶ 80 of the Complaint, Defendant states that Bellevue Baptist Church had policies and procedures in place regarding the appropriate relationships between

minors and church employees which complied with the standard of care. Defendant denies any allegations inconsistent with the foregoing averment.

81. For response to ¶ 81 of the Complaint, Defendant states that Bellevue Baptist Church had policies and procedures in place regarding the supervision of employees and volunteers which complied with the standard of care. Defendant denies any allegations inconsistent with the foregoing averment.

82. The Defendant denies that Janet Doe was injured or damaged to the nature and extent alleged in ¶ 82 of the Complaint and denies that she was injured or damaged to any extent as the result of any actions or inactions on the part of this Defendant.

83. For response to ¶ 83 of the Complaint, Defendant denies that Bellevue Baptist Church is liable for the inappropriate actions of James Hook which were outside the course and scope of his employment.

84. In response to the allegations set forth in ¶ 84 of the Complaint, the Defendant adopts, reiterates, and incorporates by reference its responses to each of the preceding paragraphs of the Complaint as if set forth herein verbatim.

85. Admitted. Defendant denies that Plaintiff may maintain a cause of action for negligence *per se* and moves to dismiss same.

86. For response to ¶ 86 of the Complaint, Defendant states that employees of Bellevue Baptist Church have a statutory duty to report suspicion or knowledge of sexual abuse when there is knowledge or reasonable cause to suspect that a child is being sexually abused. Defendant denies any remaining allegations inconsistent with the foregoing averment.

87. Defendant admits that the statutes are cited correctly.

88. It does not appear that ¶ 88 sets forth any allegations against Bellevue Baptist Church. To the extent that ¶ 88 is construed to set forth any allegations against Bellevue Baptist Church, any such allegations are denied in their entirety.

89. It does not appear that ¶ 89 sets forth any allegations against Bellevue Baptist Church. To the extent that ¶ 89 is construed to set forth any allegations against Bellevue Baptist Church, any such allegations are denied in their entirety.

90. For response to ¶ 90 of the Complaint, Defendant states that Bellevue Baptist Church did not report any suspicion of abuse of Plaintiff because Bellevue Baptist Church did not know or have reasonable cause to suspect that James Hook sexually abused Plaintiff.

91. Denied.

92. Defendant denies that Janet Doe was injured or damaged to the nature and extent alleged and denies that she was injured or damaged to any extent as the result of any actions or inactions on the part of this Defendant. Further, the Defendant denies that the Plaintiff is entitled to the relief sought in ¶ 92 of the Complaint or any relief whatsoever.

93. In response to the allegations set forth in ¶ 93 of the Complaint, the Defendant adopts, reiterates, and incorporates by reference its responses to each of the preceding paragraphs of the Complaint as if set forth herein verbatim.

94. Denied. Defendant further denies that Plaintiff may maintain a cause of action for negligent infliction of emotional distress and moves to dismiss same.

95. Defendant denies that Janet Doe was injured or damaged to the nature and extent alleged and denies that she was injured or damaged to any extent as the result of any actions or inactions on the part of this Defendant. Further, the Defendant denies that the Plaintiff is entitled to the relief sought in ¶ 95 of the Complaint or any relief whatsoever.

96. Denied. Defendant denies that Plaintiffs Jane and John Doe may maintain a cause of action for negligent infliction of emotional distress and move to dismiss same.

97. Denied. Further, the Defendant denies that John and Jane Doe were injured or damaged to the nature and extent alleged and denies that they were injured or damaged to any extent as the result of any actions or inactions on the part of this Defendant.

98. In response to the allegations set forth in ¶ 98 of the Complaint, the Defendant adopts, reiterates, and incorporates by reference its responses to each of the preceding paragraphs of the Complaint as if set forth herein verbatim.

99. Denied.

100. Denied. Further, the Defendant denies that Plaintiffs were injured or damaged to the nature and extent alleged and denies that they were injured or damaged to any extent as the result of any actions or inactions on the part of this Defendant. Further, the Defendant denies that the Plaintiff is entitled to the relief sought in ¶ 100 of the Complaint or any relief whatsoever.

101. Denied. Further, the Defendant denies that the Plaintiff is entitled to the relief sought in ¶ 101 of the Complaint or any relief whatsoever.

102. Denied. Further, the Defendant denies that Janet Doe was injured or damaged to the nature and extent alleged and denies that she was injured or damaged to any extent as the result of any actions or inactions on the part of this Defendant and Defendant denies that the Plaintiff is entitled to the relief sought in ¶ 102 of the Complaint or any relief whatsoever.

103. Denied. Further, the Defendant denies that Janet Doe was injured or damaged to the nature and extent alleged and denies that she was injured or damaged to any extent as the result of any actions or inactions on the part of this Defendant and Defendant denies that the Plaintiff is entitled to the relief sought in ¶ 103 of the Complaint or any relief whatsoever.

104. Denied. Denied. Further, the Defendant denies that the Plaintiff is entitled to the relief sought in ¶ 104 of the Complaint or any relief whatsoever.

105. Denied. Further, the Defendant denies that Janet Doe was injured or damaged to the nature and extent alleged and denies that she was injured or damaged to any extent as the result of any actions or inactions on the part of this Defendant and Defendant denies that the Plaintiff is entitled to the relief sought in ¶ 105 of the Complaint or any relief whatsoever.

106. Denied. Further, the Defendant denies that Janet Doe was injured or damaged to the nature and extent alleged and denies that she was injured or damaged to any extent as the result of any actions or inactions on the part of this Defendant.

107. Denied. Further, the Defendant denies that the Plaintiff is entitled to the relief sought in ¶ 107 of the Complaint or any relief whatsoever.

108. Defendant denies that the Plaintiff is entitled to the relief sought in the Prayer for Relief or any relief whatsoever.

109. Defendant demands a trial by a jury of twelve (12) on all issues.

110. All allegations in the Complaint not heretofore admitted, denied, or explained are here and now denied as if done so verbatim.

AFFIRMATIVE DEFENSES

111. The negligence claims of John Doe, Jane Doe, and Janet Doe fail to state a claim for which relief can be granted and should be dismissed.

112. The Plaintiffs' Complaint fails to state a claim for negligent infliction of emotional distress and those claims should be dismissed.

113. The Plaintiffs' Complaint fails to state a claim for punitive damages and those claims should be dismissed. Bellevue Baptist Church moves the Court to bifurcate all issues of liability pertaining to an award of punitive damages and any amount thereof.

114. Bellevue Baptist Church asserts Bellevue Baptist Church is entitled to rely upon the cap on damages and other protections under the Tennessee Civil Justice Act of 2011, found at Tenn. Code Ann. § 29-39-101, et seq.

115. Bellevue Baptist Church denies Bellevue Baptist Church is guilty of any acts of negligence or that Bellevue Baptist Church breached any duty owed to Plaintiffs, and strict proof of the alleged act of negligence and breach of duty owed to Plaintiffs is demanded.

116. Bellevue Baptist Church cannot be held liable for Plaintiffs' injuries, as the sole, proximate cause of Plaintiffs' damages was the conduct of others, and said conduct was not reasonably foreseeable to Bellevue Baptist Church.

117. No act or omission attributable to Bellevue Baptist Church was the cause in fact or legal cause of any injury to Plaintiffs, or any other outcome, that would have not otherwise occurred.

118. The Plaintiffs' injuries are the result of a superseding and intervening cause for which Bellevue Baptist Church cannot be held liable.

119. If proven applicable through pre-trial discovery and investigation, the Plaintiff's Complaint should be dismissed as time-barred by the applicable statute of limitations and statute of repose codified at Tenn. Code Ann. § 29-26-116.

120. The Complaint fails to state a claim upon which relief can be granted for gross negligence, willful, wanton, malicious, reckless, and/or intentional conduct and those claims should be dismissed.

121. Bellevue Baptist Church reserves the right to amend this Answer to assert additional affirmative defenses determined to be applicable after having an opportunity to conduct discovery of Plaintiffs' claims.

Respectfully submitted,

**QUINTAIROS, PRIETO, WOOD
& BOYER, P.A.**

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CERTIFICATE OF SERVICE

This is to certify that, on June 3, 2020, a true and correct copy of the foregoing document has been served in the manner of service indicated on the counsel of record listed below:

- By U.S. Mail, first-class postage prepaid.
- By facsimile.
- By the Court's electronic filing system pursuant to Rule 46A of the local rules of court.
- By e-mail in Adobe PDF format with confirmation sent pursuant to Tenn. R. Civ. P. 5.02(2).
- By hand-delivery.
- By e-mail.
- By third party express delivery carrier, i.e., Federal Express, for overnight delivery.

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