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Summons & Complaints and all public documents subsequently completed and filed by Phillips & Paolicelli LLP. Address: 747 3rd Ave 6th floor, New York, NY 10017. Phone: (212) 388-5100.

Summons & Complaints relying on the research of James G. Faluszczak:

<b>NYS UCS Case Number</b>	<b>Alleged Perpetrator</b>	<b>Defendant #</b>	<b>Defendants</b>	<b>Plaintiff</b>
950074/2020	O'Hara CFC, Bro.	3	Church of the Blessed Sacrament New Rochelle NY, Archdiocese of New York, Congregation of Christian Brothers, Inc.	J.S.

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF NEW YORK

<p>J. S.,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>CHURCH OF THE BLESSED SACRAMENT, NEW ROCHELLE; CONGREGATION OF CHRISTIAN BROTHERS; THE ARCHDIOCESE OF NEW YORK; THE CHRISTIAN BROTHERS ORGANIZATION, INC.; and THE CHRISTIAN BROTHERS,</p>
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SUMMONS

Index No.:

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiffs' attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

DATED: New York, New York  
March 13, 2020

Phillips & Paolicelli, LLP  
*Attorneys for Plaintiffs*



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TO:

**CHURCH OF THE BLESSED SACRAMENT,  
NEW ROCHELLE**

15 Shea Place  
New Rochelle, NY 10801

**ARCHDIOCESE OF NEW YORK**

1101 First Avenue  
New York, NY 10022

**CONGREGATION OF CHRISTIAN BROTHERS  
THE CHRISTIAN BROTHERS ORGANIZATION, INC.  
THE CHRISTIAN BROTHERS**

33 Pryer Terrace  
New Rochelle, NY 10804

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF NEW YORK

<p>J. S.,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>CHURCH OF THE BLESSED SACRAMENT, NEW ROCHELLE; CONGREGATION OF CHRISTIAN BROTHERS; THE ARCHDIOCESE OF NEW YORK; THE CHRISTIAN BROTHERS ORGANIZATION, INC.; and THE CHRISTIAN BROTHERS,</p> <p style="text-align: center;">Defendants.</p>
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**COMPLAINT**

Index No.:

Plaintiff J. S., by and through his undersigned attorneys, as and for his Verified Complaint, alleges as follows:

**NATURE OF THE ACTION**

1. This action is brought pursuant to the Child Victims Act, codified at CPLR 214-g.
2. Plaintiff J. S. was repeatedly sexually abused and assaulted by Brother O'Hara, who was hired, retained, supervised, placed, directed and otherwise authorized to act by Defendants, Church of The Blessed Sacrament, New Rochelle, The Archdiocese of New York, Congregation of Christian Brothers, The Christian Brothers Organization, Inc. and The Christian Brothers.
3. Plaintiff was about 15 years old at the time of his abuse.
4. The abuse at issue took place while Plaintiff was a student at Blessed Sacrament High School in New Rochelle, NY where the abuser, Brother O'Hara was a teacher.

5. Despite years of refusal to publically address rampant child abuse by priests, Defendant the Archdiocese of New York recently published a long list clergy in their employ who were credibly accused of molesting children. The list includes Brother O'Hara, who is now deceased.

6. In fact, the Roman Catholic Church and Defendants have long known that substantial numbers of priests throughout history, and up to and including the present day, violate their vows or promises of celibacy and otherwise misbehave by soliciting sexual contact with parishioners and others, in particular with children like Plaintiff, who are entrusted to their spiritual care and guidance. Official Church documents dealing with this unspeakable misconduct span the centuries, many of which were and are well known to Defendants.

7. Notwithstanding this knowledge, and the fiduciary duty and relationship of trust owed to parishioners and their children, Defendants negligently, recklessly, and willfully failed to protect Plaintiff from sexual abuse by Brother O'Hara, permitted the abuse to occur, failed to supervise Brother O'Hara, failed to timely investigate Brother O'Hara's misconduct, acted to protect their own self-interest to the detriment of innocent children, and are otherwise responsible for Brother O'Hara's sexual assault of Plaintiff, and Plaintiff's consequential injuries and damages.

#### **PARTIES**

8. Plaintiff is an individual residing in Fairfield County, Connecticut.

9. Plaintiff was born in 1940.

10. Defendant The Archdiocese of New York ("Archdiocese") is, and at all relevant times was, a non-profit organization or entity, which includes but is not limited to civil

corporations, decision-making entities, officials, and employees, authorized to conduct business and doing business at 1101 First Avenue, New York, NY 10022.

11. At all relevant times, Defendant Archdiocese oversaw, managed, controlled, directed and operated parishes, churches and schools within the Archdiocese.

12. At all relevant times, Defendant Church of the Blessed Sacrament, New Rochelle (herein "Church of the Blessed Sacrament") is a Roman Catholic Church, and not-for-profit corporation organized pursuant to the laws of the State of New York, and which operates at all relevant times in Westchester County, New York, with its principal place of business at 15 Shea Place, New Rochelle, NY, 10801.

13. At all relevant times, Defendant Church of the Blessed Sacrament was and still is under the direct authority, control and province of the Diocese.

14. At all relevant times, Defendant Congregation of Christian Brothers, The Christian Brothers, Inc., and The Christian Brothers (collectively herein "Christian Brothers") was and is a worldwide religious community within the Catholic Church, organized pursuant to the laws of the State of New York and located at 33 Pryer Terrace, New Rochelle, NY 10804.

15. At all relevant times, the Diocese and Church of the Blessed Sacrament owned the premises where Blessed Sacrament High School was located.

16. At all relevant times, Defendants oversaw, managed controlled, directed and operated the Blessed Sacrament High School.

17. At all relevant times, Defendants individually and collectively oversaw, managed, controlled, directed and assigned priests, brothers, and other clergy to work in parishes, churches and schools of the Diocese, including Blessed Sacrament High School.

#### **FACTUAL ALLEGATIONS**

18. Plaintiff repeats and re-alleges all preceding paragraphs of this Complaint.

19. From approximately 1954 through 1955 Plaintiff attended Blessed Sacrament High School.

20. At all relevant times, Brother O'Hara ("Brother O'Hara") was an Irish Christian Brother employed by Defendants.

21. At all relevant times, Brother O'Hara was under the direct supervision, employ, and control of the Defendants.

22. During the time that Plaintiff was a student attending Blessed Sacrament High School, Defendants assigned Brother O'Hara to be a teacher at Blessed Sacrament High School.

23. By assigning Brother O'Hara to the role of teacher, Defendants gave Brother O'Hara complete access to minors, including Plaintiff, and empowered him to discipline, punish, reprimand, chastise, expel and otherwise exercise complete authority over minors.

24. Brother O'Hara's duties and responsibilities included supervising, interacting with, mentoring and counseling minor boys.

25. In the performance of their duties, Defendants authorized Brother O'Hara to be alone with minor boys, including Plaintiff, and to have unfettered and unsupervised access to them on Defendants' property.

26. Defendants also authorized Brother O'Hara to have physical contact with minor boys, in a manner consistent with providing discipline, counseling, educational and spiritual guidance, and leadership.

27. Defendants required students, like Plaintiff, to accept discipline and instruction from Brother O'Hara and other clergy and teachers, and to obey their instruction.

28. Plaintiff was raised as a Catholic, and at all relevant times had developed a reverence, respect and/or fear for the Catholic Church and its clergy, including Brother O'Hara.

29. During Plaintiff's sophomore year at Blessed Sacrament High School (approximately 1955-1956), Brother O'Hara, acting in his capacity as teacher, and in furtherance of the business of Defendants, singled Plaintiff out by ordering him to stay after school.

30. There, in a classroom and locker room on school premises, on multiple occasions, Brother O'Hara "disciplined" Plaintiff by engaging in unpermitted, forcible and harmful sexual contact with Plaintiff.

31. Plaintiff's relationship to Defendants as a vulnerable child and student, and the culture of the Catholic church which Defendants endorsed, put pressure on Plaintiff not to report Brother O'Hara's abuse or his threats.

32. Defendants knew or should have known that Brother O'Hara was a danger to minor boys like Plaintiff before he sexually abused Plaintiff.

33. The Vatican and other church authorities addressed the problem of clergy sex abuse on countless occasions prior to Brother O'Hara's abuse of Plaintiff, and communicated as much with all levels of Church hierarchy including bishops and other Diocesan leaders. As such, at all relevant times, Defendants were well aware that errant sexual behavior by some priests was not only widespread but predictable.

34. Upon information and belief, not only were Defendants Archdiocese and Christian Brothers aware of sexual abuse of children, but it participated in covering up such heinous acts by moving errant priests and clergy members from assignment to assignment, thereby putting children in harm's way.



35. Defendants owed Plaintiff a duty of reasonable care because they had superior knowledge about the risks their facilities posed to minor children, the risk of abuse in general, and the risks that Brother O'Hara posed to Plaintiff.

36. Prior to the time of Plaintiff's abuse by Brother O'Hara, Defendants knew or should have known of numerous acts of sexual assault committed by clergy members within the Archdiocese and elsewhere in the Roman Catholic church, and knew that there was a specific danger of child sex abuse for children in their institutions and programs.

37. The sexual abuse of Plaintiff by Brother O'Hara was foreseeable.

38. Prior to the time of Plaintiff's abuse by Brother O'Hara, Defendants knew or should have known of Brother O'Hara's acts of child sexual abuse on other minors.

39. Defendants owed Plaintiff a reasonable duty of care because they affirmatively solicited children and parents to send their children to Blessed Sacrament High School; they undertook custody of minor children, including Plaintiff; they promoted their facilities and programs as being safe for children, they held out their agents, including Brother O'Hara, as safe to work with and around minor boys, they encouraged parents and children to spend time with their agents; and/or authorized their agents, including Brother O'Hara, to spend time with, interact with, and recruit children.

40. Defendants owed Plaintiff a heightened, fiduciary duty of care because they held themselves out as being able to provide a safe and secure environment for children, including Plaintiff; Plaintiff's parents entrusted Plaintiff to Defendants' care, and expected that Plaintiff would be safe and properly supervised in an environment free from harm and abuse; Plaintiff was a vulnerable minor, and unable to protect himself; and Defendants affirmatively assumed a position of empowerment over Plaintiff.

41. Defendants owed Plaintiff a duty to protect him from harm because Defendants' acts and omissions created a foreseeable risk of harm to Plaintiff.

42. As a result of the foregoing, Plaintiff has suffered and continues to suffer great physical and mental pain and anguish, severe and permanent emotional distress, psychological injuries, fear and anxiety; was prevented and will continue to be prevented from performing his normal daily activities; was and will continue to be deprived of the enjoyment of life's pleasures; has suffered and continues to suffer loss of spirituality; has suffered and will continue to suffer loss of earnings and earning capacity; has incurred and will in the future incur expenses for medical and psychological treatment, and was otherwise damaged.

43. To the extent that any Defendants plead, or otherwise seek to rely upon Article 16 of the New York Civil Practice Law and Rules (CPLR) to have fault apportioned to another allegedly culpable party, Plaintiff expressly states that Defendants' conduct falls within one or more of the subdivisions of CPLR 1602.

### COUNT I

#### NEGLIGENT HIRING, RETENTION, SUPERVISION, AND DIRECTION

44. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

45. At all relevant times Defendants had a duty to exercise due care in hiring, appointing, assigning, retention, supervision and direction of Brother O'Hara, so as to protect minor children, including Plaintiff, who were likely to come into contact with him, and/or under his influence or supervision, and to ensure that Brother O'Hara did not use this assigned position to injure minors by sexual assault, contact or abuse.

46. Defendants were negligent and failed to use reasonable care in hiring, appointing, assigning, and retention, of Brother O'Hara, failed to properly investigate his background and employment history, and/or hired, appointed and/or assigned him to Blessed Sacrament High School, when Defendants knew or should have known of facts that would make him a danger to children; and Defendants were otherwise negligent.

47. Defendants were negligent and did not use reasonable care in their supervision and direction of Brother O'Hara, failed to monitor his activities, failed to oversee the manner in which he carried out the duties to which Defendants assigned him, even though they knew or should have known that Brother O'Hara posed a threat of sexual abuse to minors; allowed the misconduct describe above to occur and continue; failed to investigate Brother O'Hara's dangerous activities and remove him from their premises; and Defendants were otherwise negligent.

48. Brother O'Hara would not have been in a position to sexually abuse Plaintiff had Defendants not been negligent in the hiring, retention, supervision, and direction of Brother O'Hara.

49. At all relevant times, Brother O'Hara acted in the course and scope of his employment with Defendants.

50. Defendants' aforesaid actions were willful, wanton, malicious, reckless, and/or outrageous in their disregard for the rights and safety of Plaintiff.

51. Plaintiff suffered grave injury as a result of Brother O'Hara's sexual abuse and misconduct, including physical, psychological and emotional injury as described above.

52. By the reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages, in an amount to be determined at trial, together with interest and costs.

## COUNT II

### NEGLIGENT, RECKLESS, AND WILLFUL MISCONDUCT

53. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

54. At all relevant times, Defendants affirmatively and/or impliedly represented to minor children, their families and the general public that clergy working in the Archdiocese, including Brother O'Hara, did not pose a risk and/or that they did not have a history of sexually abusing children, and that children, including Plaintiff, would be safe in their care.

55. Defendants knew or should have known this representation was false and that employing Brother O'Hara and giving him unfettered access to children, including Plaintiff, posed an unacceptable risk of harm to children.

56. Defendant Archdiocese maintained a policy and practice of covering up criminal activity committed by clergy members within the Archdiocese.

57. Over the decades, this "cover-up" policy and practice of the Archdiocese resulted in the sexual assault of untold numbers of children, and put numerous other children at risk of sexual assault.

58. Defendant Archdiocese failed to report multiple allegations of sexual abuse by its employees, agents and representatives, to the proper authorities, thereby putting children at risk of sexual assault.

59. Upon information and belief, Defendants covered up acts of abuse by Brother O'Hara, and concealed facts concerning Brother O'Hara's sexual misconduct from Plaintiff and his family.

60. It was not until April 2019 that Defendant Archdiocese publicly named Brother O'Hara as having been accused of sexual assault of a minor. Abuse by Brother O'Hara was determined to be eligible for compensation under the IRCP.

61. By failing to disclose the identities, histories and information about sexually abusive clergy in their employ, including Brother O'Hara, Defendants unreasonably deprived the families of children entrusted to their care, including Plaintiff, of the ability to protect their children.

62. Defendants failed to warn Plaintiff and his parents that Brother O'Hara posed a risk of child sexual assault.

63. The conduct of Defendants as described herein was done with utter disregard as to the potential profound injuries which would ensue, and with depraved indifference to the health and well-being of children, and to the fact that Defendants were knowingly subjecting children in their charge, including Plaintiff, to sexual crimes.

64. Defendants' aforesaid actions were negligent, reckless, willful and wonton in their disregard for the rights and safety of children, including Plaintiff.

65. As a direct and proximate result of Defendants' misconduct, Plaintiff suffered grave injury, including the physical, psychological and emotional injury and damages as described above.

66. By the reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages, in an amount to be determined at trial, together with interest and costs.

### COUNT III

#### NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

67. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

68. The sexual abuse of Plaintiff was extreme and outrageous conduct, beyond all possible bounds of decency, atrocious and intolerable in a civilized world.

69. Defendants' aforesaid negligent, grossly negligent and reckless misconduct, endangered Plaintiff's safety and caused him to fear for his own safety.

70. Defendants knew or disregarded the substantial probability that Brother O'Hara would cause severe emotional distress to Plaintiff.

71. As a direct and proximate result of Defendants' foregoing misconduct, Plaintiff suffered severe emotional distress including psychological and emotional injury as described above.

72. By the reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages in an amount to be determined at trial, plus interest and costs.

### COUNT IV

#### PREMISES LIABILITY

73. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

74. At all relevant times, Defendants owned, operated, and /or controlled the premises known as Blessed Sacrament High School, including the areas where the sexual abuse of Plaintiff occurred.

75. At all relevant times, Plaintiff was rightfully present at the aforementioned premises.

76. Defendants had a duty to see that the premises at which Plaintiff was rightfully present were in a reasonably safe condition for the intended use by students, like Plaintiff, whose presence was reasonably anticipated.

77. Defendants willfully, recklessly, and negligently failed to provide a reasonably safe premises that was free from the presence of sexual predators and/or the assault by the occupants of the premises, including Brother O'Hara. Defendants thereby breached their duty of care of Plaintiff.

78. As a direct and proximate result of Defendants' misconduct, Plaintiff suffered grave injury, including the physical, psychological, and emotional injury and damages as described above.

79. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages in an amount to be determined at trial, plus interest and costs.

#### COUNT V

#### BREACH OF FIDUCIARY DUTY

80. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

81. At all relevant times, there existed a fiduciary relationship of trust, confidence and reliance between Plaintiff and each Defendant. The entrustment of Plaintiff to the care and

supervision of the Defendants while Plaintiff was a vulnerable child, imposed upon Defendants fiduciary duty to act in the best interests of Plaintiff.

82. Defendants were entrusted with the well-being, care, and safety of Plaintiff, which Defendants had a fiduciary duty to protect.

83. By reason of the foregoing, Defendants breached their fiduciary duties to Plaintiff.

84. As a direct and proximate result of Defendants' foregoing breach, Plaintiff suffered grave injury, including the physical, psychological and emotional injury and damages as described above.

85. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages in an amount to be determined at trial, plus interest and costs.

#### **COUNT VI**

#### **BREACH OF DUTY IN LOCO PARENTIS**

86. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

87. At all relevant times, Plaintiff was a vulnerable child entrusted to Defendants care, and was under the supervision and control of Defendants, such that Defendants owed him a duty to act *in loco parentis* and to prevent foreseeable injuries.

88. By reason of the foregoing, Defendants breached their duties to act *in loco parentis*.

89. As a direct and proximate result of Defendants' foregoing breach, Plaintiff suffered grave injury, including the physical, psychological and emotional injury and damages as described above.



90. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages in an amount to be determined at trial, plus interest and costs.

**COUNT VII**

**BREACH OF STATUTORY DUTIES TO REPORT**

91. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein

92. Pursuant to N.Y. Soc. Serv. Law §§ 413 and 420, Defendants had a statutory duty to report reasonable suspicion of abuse of children in their care.

93. Defendants breached their statutory duty by failing to report reasonable suspicion of abuse by Brother O'Hara of children in their care.

94. As a direct and proximate result of Defendants' foregoing breaches, Plaintiff suffered grave injury, including the physical, psychological and emotional injury and damages as described above.

95. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages in an amount to be determined at trial, plus interest and costs.

**WHEREFORE**, Plaintiff prays for judgment as follows:

- a. Awarding Plaintiff compensatory damages for his injuries, in an amount to be determined at trial;
- b. Awarding Plaintiff punitive damages for his injuries, in an amount to be determined at trial;
- c. Awarding Plaintiff prejudgment interest, to the extent available by law;
- d. Awarding Plaintiffs costs and disbursements and attorneys' fees to the extent available by law; and

e. Awarding such other and further relief as this Court may deem just and proper.

**JURY TRIAL DEMANDED**

96. Plaintiff demands a trial by jury of all issues triable by jury in this action.

Dated: March 13, 2020

Yours, etc.

**PHILLIPS & PAOLICELLI, LLP**



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