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JAMES R. MARSH
31 Hudson Yards
11th Floor
New York, NY 10001

STINER, DON

AQUINAS INSTITUTE
HOLY ROSARY PARISH
BASILIAN FATHERS

State Fee Index Number	\$165.00	
County Fee Index Number	\$26.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: MJ
Total Fees Paid:	\$210.00	

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
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JAMIE ROMEO

MONROE COUNTY CLERK



NEW YORK STATE SUPREME COURT
MONROE COUNTY

DON STINER,

Plaintiff,

-against-

AQUINAS INSTITUTE, HOLY ROSARY PARISH, and
BASILIAN FATHERS,

Defendants.

Index No.: _____/____

Date Filed:

SUMMONSPlaintiff designates Monroe
County as the place of trial.The basis of venue is one
defendant's residence.**Child Victims Act Proceeding**
22 NYCRR 202.72

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 plaintiff's attorneys 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: July 20, 2020

Respectfully Yours,

MARSH LAW FIRM PLLC

By 

James R. Marsh

Jennifer Freeman

Robert Lewis

jamesmarsh@marsh.law

jenniferfreeman@marsh.law

robertlewis@marsh.law

31 Hudson Yards, 11th Floor

New York, NY 10001-2170

Phone: 212-372-3030

PFAU COCHRAN VERTETIS AMALA PLLC

By  _____

Vincent T. Nappo
Anelga Doumanian
vnappo@pcvalaw.com
adoumanian@pcvalaw.com
31 Hudson Yards, 11th Floor
New York, NY 10001-2170

Attorneys for Plaintiff

NEW YORK STATE SUPREME COURT
MONROE COUNTY

DON STINER,

Plaintiff,

-against-

AQUINAS INSTITUTE, HOLY ROSARY PARISH, and
BASILIAN FATHERS,

Defendants.

Index No.:

COMPLAINT**Child Victims Act Proceeding**
22 NYCRR 202.72

Plaintiff Don Stiner, by and through his attorneys, the Marsh Law Firm PLLC and Pfau Cochran Vertetis Amala PLLC, respectfully alleges for his complaint the following:

I. INTRODUCTION

1. For decades, the defendants knew or should have known that priests, clergy, religious brothers, religious sisters, teachers, school administrators, employees, volunteers, and others were using their positions within the Catholic Church to groom and to sexually abuse children. Despite that knowledge, the defendants failed to take reasonable steps to protect children from being sexually abused and actively concealed the abuse. Based on their wrongful conduct, a reasonable person could and would conclude that they knowingly and recklessly disregarded the abuse of children and chose to protect their reputation and wealth over those who deserved protection. The result is not surprising: for decades hundreds, if not thousands, of children were sexually abused by Catholic clergy and others who served the Catholic Church, including the defendants. The plaintiff in this lawsuit is one of those children who was sexually abused because of the defendants' wrongful conduct.

II. PROCEEDING IN ACCORDANCE WITH CPLR 214-G AND 22 NYCRR 202.72

2. This complaint is filed pursuant to the Child Victims Act (CVA) 2019 Sess. Law News of N.Y. Ch. 11 (S. 2440), CPLR 214-G, and 22 NYCRR 202.72. The CVA opened a historic one-year one-time window for victims and survivors of childhood sexual abuse in the State of New York to pursue lapsed claims. Prior to the passage of the CVA, plaintiff's claims were time-barred the day plaintiff turned 22 years old. The enactment of the CVA allows plaintiff, for the first time in plaintiff's life, to pursue restorative justice in New York State.

III. PARTIES

3. Plaintiff Don Stiner is an adult male who currently resides in Rochester, New York.

4. While he was a minor, plaintiff Don Stiner was a victim of one or more criminal sex acts in the State of New York, including sexual acts that would constitute a sexual offense as defined by the Child Victims Act.

5. At all relevant times defendant Aquinas Institute ("Aquinas") was a not-for-profit religious corporation organized under New York law.

6. Aquinas is currently a not-for-profit religious corporation organized under New York law with its principal office in Rochester, New York.

7. At all relevant times Aquinas conducted business as "Aquinas Institute," "Aquinas Institute of Rochester," "Aquinas Institute High School," "Aquinas High School," and "Aquinas."

8. Aquinas is a school located in Rochester, New York.

9. When plaintiff Don Stiner was a minor, he was abused by a priest and teacher of Aquinas ("the priest who abused Don") who served Catholic families on behalf of Aquinas, including plaintiff Don Stiner and his family.

10. During the time the priest who abused Don served at Aquinas, he used his positions as a priest and teacher of Aquinas to groom and to sexually abuse plaintiff Don Stiner.

11. To the extent that Aquinas was a different entity, corporation, or organization during the period of time during which the priest who abused Don used his positions with the defendants to sexually abuse Don, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in this lawsuit as Aquinas Institute.

12. To the extent Aquinas is a successor to a different entity, corporation, or organization which existed during the period of time during which the priest who abused Don used his positions with the defendants to sexually abuse Don, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in this lawsuit as Aquinas Institute.

13. All such Aquinas-related entities, corporations, or organizations are collectively referred to herein as "Aquinas."

14. At all relevant times defendant Holy Rosary Parish ("Holy Rosary") was a not-for-profit religious corporation organized under New York law.

15. Holy Rosary is currently a not-for-profit religious corporation organized under New York law with its principal office in Rochester, New York.

16. To the extent Holy Rosary closed or was merged with another entity, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit. Any and all such entities, past and present, are collectively referred to herein as "Holy Rosary."

17. At all relevant times Holy Rosary conducted business as "Holy Rosary Parish," "Holy Rosary Church," "Church of Holy Rosary," "Parish of Holy Rosary," "Holy Rosary Catholic Church," "Holy Rosary Catholic Parish," "Catholic Church of Holy Rosary," "Catholic Parish of Holy Rosary," "Holy Rosary Roman Catholic Church," "Holy Rosary Roman Catholic

Parish,” “Roman Catholic Church of Holy Rosary,” “Roman Catholic Parish of Holy Rosary,” and “Holy Rosary.”

18. At all relevant times Holy Rosary was a parish with a church located in Rochester, New York.

19. Father Paul Cloonan was a priest employed by Holy Rosary to serve Catholic families in its geographic jurisdiction, including plaintiff Don Stiner and his family.

20. During the time Father Paul Cloonan was employed by Holy Rosary, he used his position as a priest to groom and to sexually abuse plaintiff Don Stiner.

21. To the extent that Holy Rosary was a different entity, corporation, or organization during the period of time during which Father Cloonan used his position as a priest to sexually abuse Don, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in this lawsuit as Holy Rosary Parish.

22. To the extent Holy Rosary is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Cloonan used his position as a priest to sexually abuse Don, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in this lawsuit as Holy Rosary Parish.

23. All such Holy Rosary-related entities, corporations, or organizations are collectively referred to herein as “Holy Rosary.”

24. At all relevant times defendant Basilian Fathers (“Basilian Fathers”) was a not-for-profit religious corporation with its principal office in Rochester, New York, and/or Ontario, Canada.

25. At all relevant times the Basilian Fathers conducted business as “Basilian Fathers,” “Congregation of St. Basil,” and the “Congregation of the Basilian Fathers.”

26. The Basilian Fathers is a Catholic religious order whose members, employees, and/or agents served various Catholic institutions and families, including Aquinas, plaintiff Don Stiner, and his family.

27. The members, employees, and/or agents of the Basilian Fathers were generally referred to as brothers and priests and the Basilian Fathers would receive compensation for the services that its agents provided to others, including the services they provided to Aquinas.

28. The priest who abused Don was an agent of the Basilian Fathers who served Catholic families on behalf of the Basilian Fathers, including plaintiff Don Stiner and his family.

29. During the time the priest who abused Don served the Basilian Fathers, he used his position as an agent of the Basilian Fathers to groom and to sexually abuse plaintiff Don Stiner.

30. To the extent that the Basilian Fathers was a different entity, corporation, or organization during the period of time during which the priest who abused Don used his positions at Aquinas to sexually abuse Don, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in this lawsuit as Basilian Fathers.

31. To the extent the Basilian Fathers is a successor to a different entity, corporation, or organization that existed during the period of time when the priest who abused Don used his positions at Aquinas to sexually abuse Don, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in this lawsuit as Basilian Fathers.

32. All such Basilian Fathers-related entities, corporations, or organizations are collectively referred to herein as the “Basilian Fathers.”

IV. VENUE

33. Venue is proper because Aquinas is a domestic corporation authorized to transact business in New York with its principal office located in Rochester, New York.

34. Venue is proper because at all relevant times Holy Rosary was a domestic corporation authorized to transact business in New York with its principal office located in Rochester, New York.

35. Venue is proper because Monroe is the county in which a substantial part of the events or omissions giving rise to plaintiff's claims occurred.

36. Venue is proper because plaintiff Don Stiner currently resides in Rochester, New York.

37. The amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

V. STATEMENT OF FACTS

38. At all relevant times Aquinas owned a school in Rochester, New York.

39. At all relevant times Aquinas held itself out to the public as the owner of Aquinas.

40. At all relevant times Aquinas employed and/or utilized individuals who served Catholic families, including plaintiff Don Stiner and his family.

41. At all relevant times Aquinas, through its agents, servants, and employees, managed, maintained, operated, and controlled Aquinas, and held out to the public its agents, servants and employees as those who managed, maintained, operated, and controlled Aquinas.

42. At all relevant times Aquinas was responsible for and did the staffing and hiring at Aquinas.

43. At all relevant times Aquinas was responsible for and did the recruitment and staffing of the employees, agents, and volunteers at Aquinas.

44. At all relevant times Aquinas materially benefited from the operation of Aquinas, including the services of the priest who abused Don and the services of those who managed and supervised the priest who abused Don.

45. At all relevant times the priest who abused Don was an employee, agent, and/or priest and teacher of Aquinas.

46. At all relevant times the priest who abused Don was on the staff of, was an agent of, and/or served as an employee of Aquinas.

47. At all relevant times the priest who abused Don was acting in the course and scope of his employment and/or agency with Aquinas.

48. At all relevant times the Basilian Fathers provided Aquinas with some of its agents to provide services at Aquinas.

49. At all relevant times the Basilian Fathers held itself out to the public as the owner and/or operator of Aquinas.

50. At all relevant times agents of the Basilian Fathers provided services to Catholic families, including plaintiff Don Stiner and his family.

51. At all relevant times the Basilian Fathers, through its agents, managed, maintained, operated, and controlled Aquinas, and held out to the public its agents as those who managed, maintained, operated, and controlled Aquinas.

52. At all relevant times the Basilian Fathers was responsible for and did the staffing and hiring at Aquinas.

53. At all relevant times the Basilian Fathers was responsible for and did the recruitment and staffing of volunteers at Aquinas.

54. At all relevant times the Basilian Fathers materially benefited from the operation of Aquinas, including the services of the priest who abused Don and the services of those who managed and supervised the priest who abused Don.

55. At all relevant times the priest who abused Don was an agent of the Basilian Fathers at Aquinas.

56. At all relevant times the priest who abused Don acted as an agent of the Basilian Fathers.

57. At all relevant times the priest who abused Don was acting in the course and scope of his agency with the Basilian Fathers.

58. At all relevant times the priest who abused Don was an agent of the Basilian Fathers that it assigned to Aquinas and/or that it allowed to serve at Aquinas.

59. The agents of the Basilian Fathers who provided services to Aquinas, including the priest who abused Don, and those who managed and supervised him, were subject to the authority and control of the Basilian Fathers and Aquinas.

60. Aquinas derived benefits from the agents of the Basilian Fathers who provided services to Aquinas, including the priest who abused Don, and those who managed and supervised him.

61. At all relevant times Holy Rosary owned a parish.

62. At all relevant times Holy Rosary held itself out to the public as the owner of Holy Rosary.

63. At all relevant times Holy Rosary employed priests, clergy, employees, volunteers, and others who served Catholic families, including plaintiff Don Stiner and his family.

64. At all relevant times Holy Rosary, through its agents, servants, and employees, managed, maintained, operated, and controlled Holy Rosary, and held out to the public its agents, servants and employees as those who managed, maintained, operated, and controlled Holy Rosary.

65. At all relevant times Holy Rosary was responsible for and did the staffing and hiring at Holy Rosary.

66. At all relevant times Holy Rosary was responsible for and did the recruitment and staffing of volunteers at Holy Rosary.

67. At all relevant times Holy Rosary materially benefitted from the operation of Holy Rosary, including the services of Father Cloonan and the services of those who managed and supervised Father Cloonan.

68. At all relevant times Father Cloonan was a priest of Holy Rosary.

69. At all relevant times Father Cloonan was on the staff of, was an agent of, and served as an employee of Holy Rosary.

70. At all relevant times Father Cloonan was acting in the course and scope of his employment with Holy Rosary.

71. At all relevant times Father Cloonan had an office on the premises of Holy Rosary.

72. At all relevant times the priest who abused Don had an office on the premises of Aquinas.

73. When plaintiff Don Stiner was a minor, he and his parents were members of Aquinas and Holy Rosary, including when Don was a student of Aquinas and a parishioner of Holy Rosary.

74. Aquinas and the Basilian Fathers, through their agents, servants, and employees, held the priest who abused Don out to the public, to Don, and to his parents, as their agent and/or employee.

75. Aquinas and the Basilian Fathers, through their agents, servants, and employees, held the priest who abused Don out to the public, to Don, and to his parents, as having been vetted, screened, and approved by those defendants.

76. Don and his parents reasonably relied upon the acts and representations of Aquinas and the Basilian Fathers, through their agents, servants, and employees, and reasonably believed that the priest who abused Don was an agent and/or employee of those defendants who were vetted, screened, and approved by those defendants.

77. Don and his parents trusted the priest who abused Don because Aquinas and the Basilian Fathers held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Don.

78. Don and his parents believed that Aquinas and the Basilian Fathers would exercise such care as would a parent of ordinary prudence in comparable circumstances when those defendants assumed supervision, care, custody, and control of Don.

79. When Don was a minor, the priest who abused Don used his position with Aquinas and the Basilian Fathers to sexually abuse him.

80. The priest who abused Don sexually abused him when Don was approximately 15 years old.

81. The sexual abuse by the priest who abused Don included, but was not limited to, fondling Don.

82. Based on the representations of Aquinas and the Basilian Fathers that the priest who abused Don was safe and trustworthy, Don and his parents allowed Don to be under the supervision of, and in the care, custody, and control of, Aquinas and the Basilian Fathers, including during the times when Don was sexually abused by the priest who abused Don.

83. Based on the representations of Aquinas and the Basilian Fathers that the priest who abused Don was safe and trustworthy, Don and his parents allowed Don to be under the supervision of, and in the care, custody, and control of, the priest who abused Don, including during the times when Don was sexually abused by the priest who abused Don.

84. Neither Don nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, Aquinas, Basilian Fathers, or the priest who abused Don if Aquinas or the Basilian Fathers had disclosed to Don or his parents that the priest who abused Don was not safe and was not trustworthy, and that he in fact posed a danger to Don in that the priest who abused Don was likely to sexually abuse Don.

85. No parent of ordinary prudence in comparable circumstances would have allowed Don to be under the supervision of, or in the care, custody, or control of, Aquinas, the Basilian Fathers, or the priest who abused Don if Aquinas or the Basilian Fathers had disclosed to Don or his parents that the priest who abused Don was not safe and was not trustworthy, and that he in fact posed a danger to Don in that the priest who abused Don was likely to sexually abuse him.

86. In approximately 1952, the priest who abused Don exploited the trust and authority vested in him by the defendants by grooming Don to gain his trust and to obtain control over him as part of the priest who abused Don's plan to sexually molest and abuse Don and other children.

87. The priest who abused Don used his position of trust and authority as an employee and/or agent of Aquinas and of the Basilian Fathers to groom Don and to sexually abuse him,

including when Don was under the supervision of, and in the care, custody, or control of, Aquinas, the Basilian Fathers, and the priest who abused Don.

88. The sexual abuse of Don by the priest who abused Don occurred at Aquinas, including in multiple classrooms at Aquinas.

89. The sexual abuse of Don by the priest who abused Don occurred during activities that were sponsored by, or were a direct result of activities sponsored by, Aquinas and the Basilian Fathers, including after regular school hours. During such activities the defendants had care, custody, or control of Don.

90. At all relevant times the defendants, through their agents, servants, and employees, knew or should have known that the priest who abused Don and Father Cloonan were known sexual abusers of children.

91. At all relevant times it was reasonably foreseeable to the defendants, through their agents, servants, and employees, that the priest who abused Don and Father Cloonan's sexual abuse of children would likely result in injury to others, including the sexual abuse of Don and other children by the priest who abused Don and Father Cloonan.

92. The defendants, through their agents, servants, and employees, knew or should have known that the priest who abused Don was sexually abusing Don and other children at Aquinas and elsewhere.

93. Holy Rosary, through its agents, servants, and employees, held Father Cloonan out to the public, to Don, and to his parents, as its agent and employee.

94. Holy Rosary, through its agents, servants, and employees, held Father Cloonan out to the public, to Don, and to his parents, as having been vetted, screened, and approved by the defendant.

95. Don and his parents reasonably relied upon the acts and representations of Holy Rosary, through its agents, servants, and employees, and reasonably believed that Father Cloonan was an agent or employee of the defendant who was vetted, screened, and approved by the defendant.

96. Don and his parents trusted Father Cloonan because Holy Rosary held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Don.

97. Don and his parents believed that Holy Rosary would exercise such care as would a parent of ordinary prudence in comparable circumstances when the defendant assumed supervision, care, custody, and control of Don.

98. When Don was a minor, Father Cloonan sexually abused him.

99. Don was sexually abused by Father Cloonan when he was approximately 17 to 20 years old.

100. The sexual abuse occurred numerous times and included, but was not limited to, Father Cloonan fondling Don and Father Cloonan digitally penetrating Don.

101. Based on the representations of Holy Rosary that Father Cloonan was safe and trustworthy, Don and his parents allowed Don to be under the supervision of, and in the care, custody, and control of, Holy Rosary, including during the times when Don was sexually abused by Father Cloonan.

102. Based on the representations of Holy Rosary that Father Cloonan was safe and trustworthy, Don and his parents allowed Don to be under the supervision of, and in the care, custody, and control of, Father Cloonan, including during the times when Don was sexually abused by Father Cloonan.

103. Neither Don nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, Holy Rosary or Father Cloonan if Holy Rosary had disclosed to Don or his parents that Father Cloonan was not safe and was not trustworthy, and that he in fact posed a danger to Don in that Father Cloonan was likely to sexually abuse Don.

104. No parent of ordinary prudence in comparable circumstances would have allowed Don to be under the supervision of, or in the care, custody, or control of, Holy Rosary or Father Cloonan if Holy Rosary had disclosed to Don or his parents that Father Cloonan was not safe and was not trustworthy, and that he in fact posed a danger to Don in that Father Cloonan was likely to sexually abuse him.

105. From approximately 1954 through approximately 1956, Father Cloonan exploited the trust and authority vested in him by the defendant by grooming Don to gain his trust and to obtain control over him as part of Father Cloonan's plan to sexually molest and abuse Don and other children.

106. Father Cloonan used his position of trust and authority as a priest of Holy Rosary to groom Don and to sexually abuse him multiple times, including when Don was under the supervision of, and in the care, custody, or control of, Holy Rosary and Father Cloonan.

107. The sexual abuse of Don by Father Cloonan occurred at Holy Rosary and other locations, including in the rectory of Holy Rosary, at Nazareth Academy, and Don's home, which Father Cloonan was able to gain access to Don by virtue of his role as a priest.

108. Father Cloonan's sexual abuse of Don occurred during activities that were sponsored by, or were a direct result of activities sponsored by, Holy Rosary, including after Mass and while participating in basketball practice. During such activities the defendant had care, custody, or control of Don.

109. Prior to the times mentioned herein, Father Cloonan was a known sexual abuser of children.

110. At all relevant times the defendant, through its agents, servants, and employees, knew or should have known that Father Cloonan was a known sexual abuser of children.

111. At all relevant times it was reasonably foreseeable to the defendant, through its agents, servants, and employees, that Father Cloonan's sexual abuse of children would likely result in injury to others, including the sexual abuse of Don and other children by Father Cloonan.

112. At certain times between 1954 and 1956, the defendant, through its agents, servants, and employees knew or should have known that Father Cloonan was sexually abusing Don and other children at Holy Rosary and elsewhere.

113. The defendants, through their agents, servants, and employees knew or should have known that the sexual abuse by Father Cloonan of Don was ongoing.

114. The defendants, through their agents, servants, and employees, knew or should have known before and during the priest who abused Don and Father Cloonan's sexual abuse of Don that priests, clergy, religious brothers, religious sisters, teachers, school administrators, employees, volunteers, and/or other persons serving the Catholic Church, including individuals who served Aquinas, Holy Rosary and/or the Basilian Fathers, had used their positions with those defendants to groom and to sexually abuse children.

115. The defendants, through their agents, servants, and employees, knew or should have known before and during the priest who abused Don and Father Cloonan's sexual abuse of Don that such priests, clergy, religious brothers, religious sisters, teachers, school administrators, employees, volunteers, and/or other persons could not be "cured" through treatment or counseling.

116. The defendants, through their agents, servants, and employees, concealed the sexual abuse of children by the priest who abused Don and Father Cloonan in order to conceal their own bad acts in failing to protect children from them, to protect their reputation, and to prevent victims of such sexual abuse by them from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that the priest who abused Don and Father Cloonan would continue to molest children.

117. The defendants, through their agents, servants, and employees, consciously and recklessly disregarded their knowledge that the priest who abused Don and Father Cloonan would use their positions with the defendants to sexually abuse children, including Don.

118. The defendants, through their agents, servants, and employees, disregarded their knowledge that the priest who abused Don and Father Cloonan would use their positions with them to sexually abuse children, including Don.

119. The defendants, through their agents, servants, and employees, acted in concert with each other, with the priest who abused Don, and/or Father Cloonan to conceal the danger that the priest who abused Don and Father Cloonan posed to children, including Don, so that the priest who abused Don and Father Cloonan could continue serving them despite their knowledge of that danger.

120. The defendants, through their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including Don, and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

121. The defendants, through their agents, servants, and employees, concealed the sexual abuse of children by priests and others in order to conceal their own bad acts in failing to protect children from being abused, to protect their reputation, and to prevent victims of such sexual abuse from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that those priests and other persons would continue to molest children.

122. By reason of the wrongful acts of each of the defendants as detailed herein, Don sustained physical and psychological injuries, including but not limited to, severe emotional and psychological distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, physical pain and mental anguish, and emotional and psychological damage, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature, and Don has and/or will become obligated to expend sums of money for treatment.

VI. CAUSES OF ACTION

A. FIRST CAUSE OF ACTION – NEGLIGENCE

123. Plaintiff Don Stiner repeats and re-alleges all of his allegations above and below.

124. Each defendant had a duty to take reasonable steps to protect plaintiff Don Stiner, a child, from foreseeable harm when he was under their supervision and in their care, custody, and control, including when the priest who abused Don and Father Cloonan sexually abused him.

125. Each defendant also had a duty to take reasonable steps to prevent the priest who abused Don and Father Cloonan from using the tasks, premises, and instrumentalities of their positions with them to target, groom, and sexually abuse children, including Don.

126. These circumstances created a special relationship between each defendant and Don that imposed on each of them a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

127. Each defendant breached the foregoing duties by failing to exercise reasonable care to prevent the priest who abused Don and Father Cloonan from using their positions with the defendants to sexually abuse Don when he was in their care, custody, or control.

128. In breaching their duties, including hiring, retaining, and failing to supervise the priest who abused Don and Father Cloonan, giving them access to children, entrusting their tasks, premises, and instrumentalities to them, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Don, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Don and other children who were under their supervision and in their care, custody, and control, each defendant created a risk that Don would be sexually abused by the priest who abused Don and Father Cloonan. Each defendant through its actions and inactions created an environment that placed Don in danger of unreasonable risks of harm under the circumstances.

129. In breaching their duties, including hiring, retaining, and failing to supervise the priest who abused Don and Father Cloonan, giving them access to children, entrusting their tasks, premises, and instrumentalities to them, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Don, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Don and other children who were under their supervision and in their care, custody, and control, each defendant acted willfully and with conscious disregard for the need to

protect Don. Each defendant through their actions and inactions created an environment that placed Don in danger of unreasonable risks of harm under the circumstances.

130. It was reasonably foreseeable that each defendant's breach of these duties of care would result in the sexual abuse of Don.

131. As a direct and proximate result of the acts and omissions of each defendant, the priest who abused Don and Father Cloonan groomed and sexually abused Don, which has caused Don to suffer general and special damages as more fully described herein.

B. SECOND CAUSE OF ACTION – OUTRAGE AND INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

132. Plaintiff Don Stiner repeats and re-alleges all of his allegations above and below.

133. Each defendant engaged in reckless, extreme, and outrageous conduct by providing the priest who abused Don and Father Cloonan with access to children, including plaintiff Don Stiner, despite knowing that they would likely use their positions to groom and to sexually abuse them, including Don. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

134. As a result of this reckless, extreme, and outrageous conduct, the priest who abused Don and Father Cloonan gained access to Don and sexually abused him.

135. Each defendant knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and Don did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

VII. CPLR 1603 – NO APPORTIONMENT OF LIABILITY

136. Pursuant to CPLR 1603, the foregoing causes of action are exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(2), CPLR 1602(5), 1602(7) and 1602(11), thus precluding defendants from limiting their liability by apportioning some portion of liability to any joint tortfeasor.

VIII. PRAYER FOR RELIEF

137. Plaintiff Don Stiner demands judgment against the defendants named in his causes of action, together with compensatory and punitive damages to be determined at trial, and the interest, cost and disbursements pursuant to his causes of action, and such other and further relief as the Court deems just and proper.

138. Plaintiff specifically reserves the right to pursue additional causes of action, other than those outlined above, that are supported by the facts pleaded or that may be supported by other facts learned in discovery.

Dated: July 20, 2020

MARSH LAW FIRM PLLC

By 

James R. Marsh

Jennifer Freeman

Robert Lewis

jamesmarsh@marsh.law

jenniferfreeman@marsh.law


robertlewis@marsh.law

31 Hudson Yards, 11th Floor

New York, NY 10001-2170

Phone: 212-372-3030

PFAU COCHRAN VERTETIS AMALA PLLC

By  _____

Vincent T. Nappo
vnappo@pcvalaw.com
Anelga Doumanian
adoumanian@pcvalaw.com
31 Hudson Yards, 11th Floor
New York, NY 10001-2170

Attorneys for Plaintiff