

MONROE COUNTY CLERK'S OFFICE

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Time: 9:46:13 AM

Return To:
JOSEPH M. SLATER
445 Broad Hollow Road, Ste. 419
Melville, NY 11747

Dorscheid, Robert

ST. PHILIP NERI CHURCH

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: CW
Total Fees Paid:	\$210.00	

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

ROBERT DORSCHIED,

Plaintiff,

-against-

ST. PHILIP NERI CHURCH,

Defendant.

X

X

Date Index No. Purchased:

Index No.:

Plaintiff designates Monroe
County as the place of trial.The basis of venue is
Defendant's residence.**SUMMONS**

The Above-Named Defendant:

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 Attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (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
August 8, 2021

Yours, etc.,



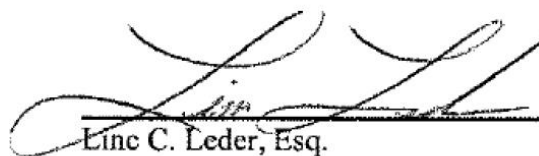
By: Adam P. Slater, Esq.

SLATER SLATER SCHULMAN LLP

*Counsel for Plaintiff*488 Madison Avenue, 20th Floor

New York, New York 10022

(212) 922-0906



Linc C. Leder, Esq.

SLATER SLATER SCHULMAN LLP

*Counsel for Plaintiff*488 Madison Avenue, 20th Floor

New York, New York 10022

(212) 922-0906

TO: **ST. PHILLIP NERI CHURCH**
c/o The Diocese of Rochester
1150 Buffalo Road
Rochester, New York 14624

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

ROBERT DORSCHIED,

Plaintiff,

-against-

ST. PHILIP NERI CHURCH,

Defendant.

X

Date Filed:

Index No.:

VERIFIED COMPLAINT

Plaintiff, ROBERT DORSCHIED (“Plaintiff”), by his attorneys Slater Slater Schulman LLP, brings this action against Defendant, ST. PHILIP NERI CHURCH (“Parish”), and alleges, on personal knowledge as to himself and on information and belief as to all other matters, as follows:

JURISDICTION AND VENUE

1. This action is brought pursuant to the Child Victims Act (“CVA”). See CPLR § 214-g and 22 NYCRR 202.72; the civil action alleges physical, psychological and emotional injuries and damages suffered as a result of conduct against an infant constituting one or more sexual offenses as defined in Article 130 of the New York Penal Laws, including without limitation, conduct constituting sexual abuse (consisting of sexual contact) (N.Y. Penal Law §§ 130.55 - 130.77).

2. This Court has personal jurisdiction over the Parish pursuant to CPLR §§ 301 and 302, as the Parish resides in New York or conducts, or at relevant times conducted, activities in New York that give rise to the claims asserted herein.

3. This Court has jurisdiction over this action because the amount of damages Plaintiff is seeking exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

4. Venue for this action is proper in the County of Monroe pursuant to CPLR § 503 as Defendant resides in this County.

PARTIES

5. Plaintiff is an individual residing in Manatee County, Florida. Plaintiff was an infant at the time of the abuse alleged herein.

6. Whenever reference is made to any defendant entity, such reference includes that entity, its parent companies, subsidiaries, affiliates, predecessors, and successors. In addition, whenever reference is made to any act, deed, or transaction of any entity, the allegation means that the entity engaged in the act, deed, or transaction by or through its officers, directors, agents, employees, or representatives while they were actively engaged in the management, direction, control, or transaction of the entity's business affairs.

7. The Parish was and continues to be a non-profit religious corporation, organized exclusively for charitable, religious, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

8. The Parish was and remains authorized to conduct business under the laws of the State of New York.

9. The Parish's principal place of business was 1782 Clifford Avenue, Rochester, New York 14609.

10. At all times material to this complaint, the Parish had various programs and activities that seek the participation of children.

11. At all times material to this complaint, the Parish employed individuals working with or alongside children and providing said children guidance or instruction including, but not limited to, those at the Parish.

12. The Diocese of Rochester ("Diocese") is not a party to this civil action.

13. On September 12, 2019, the Diocese filed a petition for reorganization under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Western District of New York (Case No. 19-20905) and is currently the debtor in the pending bankruptcy proceeding.

14. The Diocese is not a named nor pled defendant due to the automatic stay provision of the United States Code. See 11 U.S.C. § 362 et seq.

15. Although not a party to this civil action, the Diocese oversaw and continues to oversee a variety of liturgical, sacramental, educational, and faith formation programs; the Diocese had and continues to have various programs and activities that seek the participation of children; the Diocese through its agents, servants, or employees, had and continues to have control over those activities involving children; the Diocese had and continues to have the power to employ individuals working with or alongside children and providing said children guidance or instruction under the auspices of the Diocese including, but not limited to, those at the Parish; Abuser, as defined below, was an agent, servant, or employee of the Diocese; and, while an agent, servant or employee of the Diocese, Abuser remained under the control and supervision of the Diocese.

16. At all times material to this complaint Father Paul Cloonan ("Abuser") was a priest and pastor at the Parish.

17. At all times material to this complaint, Abuser was an agent, servant, or employee of the Parish.

18. At all times material to this complaint, while an agent, servant or employee of the Parish, Abuser remained under the control and supervision of the Parish.

19. The Parish placed Abuser in positions where he had immediate access to children.

20. The Parish placed Abuser in positions where he had unfettered and prolonged unsupervised access to children.

BACKGROUND

21. By tradition, Roman Catholics and those within their custody and control, including Plaintiff, are taught to hold religious figures in the highest esteem as earthly representatives of God, and that religious figures, unlike lay people, belong to a separate and higher state in life, which Defendant represent to be of divine origin and which they represent, entitles them to special privileges. For these and other reasons relating to the practice of the Roman Catholic Church, religious figures, and other individuals in leadership positions in the Roman Catholic Church, have traditionally occupied positions of great trust, respect, and allegiance among adults and children, including Plaintiff.

22. The pattern and practice of intentionally refusing or failing to disclose the identities and locations of sexually inappropriate or abusive clerics has been practiced by the Catholic Church for decades and continues through current day. The failure to disclose the identities of such allegedly sexually inappropriate or abusive clerics is unreasonable and knowingly, or recklessly, creates or maintains a condition that endangers the safety and health of members of the public, and more specifically, Plaintiff herein.

23. Moreover, Roman Catholic Church officials, including Defendant herein, have used their power and influence to prevent victims of such abuse and their families from disclosing allegations of abuse.

FACTS

24. Plaintiff was raised in a devout Roman Catholic family and was baptized at the Parish in or about 1945.

25. Plaintiff and his family attended the Parish for religious instruction and devotion until Plaintiff was around six (6) years old.

26. At all times material to this complaint, Abuser was an adult.

27. Through Abuser's position at, within, or for the Parish, Abuser was put in direct contact with Plaintiff, a minor.

28. Under these circumstances, Plaintiff came to be under the direction, contact, and control of Abuser, who used his position of authority and trust to manipulate, sexually abuse, and sexually harass then infant Plaintiff.

29. In or about between 1959 and 1961, while Plaintiff was a minor, Abuser, while acting as a priest, counselor, teacher, trustee, director, officer, employee, agent, servant, or volunteer of the Parish, sexually assaulted, sexually abused, or had sexual contact with Plaintiff in violation of the laws of the State of New York, including New York's Penal Law Article 130.

30. Specifically, the sexual abuse included, but was not limited to, Abuser fondling and groping Plaintiff's genitals and buttocks.

31. Said sexual abuse occurred at the rectory at Parish.

32. In 2012, the Diocese publicly included Abuser's name on its list of clergy credibly accused of sexual abuse of minors.

33. Plaintiff's relationship to the Parish, as a vulnerable minor and participant in its religious activities, was one in which Plaintiff was subject to its ongoing influence. The dominating culture of the Catholic Church over Plaintiff pressured Plaintiff not to report Abuser's sexual abuse.

34. At all times material to this complaint, Abuser was under the direct supervision, employ, or control of the Parish.

35. The Parish knew, or reasonably should have known, or knowingly condoned, or covered up, the inappropriate and unlawful sexual activities of Abuser.

36. The Parish negligently or recklessly believed Abuser was fit to work with children, that any previous problems Abuser had were fixed and cured, that Abuser would not sexually molest children, and that Abuser would not injure children.

37. The Parish had the responsibility to supervise and direct its employees or agents serving at the Parish, and specifically had a duty not to aid individuals such as Abuser by assigning, maintaining, or appointing, him to a position with unfettered access to minors.

38. By holding Abuser out as safe to work with children and undertaking the custody, supervision, and care of minor Plaintiff as a parishioner and student, the Parish entered a fiduciary relationship with Plaintiff. As a result of Plaintiff being a vulnerable minor and the Parish undertaking his care and guidance, the Parish held a distinct position of power over Plaintiff.

39. By holding itself out as being able to provide a safe environment for children, the Parish sought and accepted this position of power over Plaintiff. This empowerment prevented then minor Plaintiff from effectively protecting himself. As a result, the Parish entered a fiduciary relationship with Plaintiff.

40. The Parish had a special relationship with Plaintiff.

41. The Parish owed Plaintiff a duty of reasonable care because the Parish had knowledge about the risk that Abuser posed to Plaintiff, the risk of abuse in general in its programs, and the risks that its facilities posed to minor children.

42. The Defendant owed Plaintiff a duty of reasonable care because it sought out youth or their parents or guardians for participation in programs; encouraged youth and their parents or

guardians to have the youth participate in its programs; undertook custody of said youth; promoted their facilities and programs as being safe for children; held its agents, out as safe to work with children; encouraged youth and their parents or guardians to spend time with its agents; and encouraged its agents, to spend time with, interact with, and welcome children.

43. The Parish owed Plaintiff a duty to protect Plaintiff from harm because the Parish's actions created a foreseeable risk of harm to Plaintiff.

44. At all times material to this complaint, the Defendant, or its agents, or its employees, were responsible and liable for each other's negligent actions and omissions via, but not limited to, *respondeat superior*. However, Plaintiff does not allege that the doctrine of *respondeat superior* applies directly to intentional acts of sexual assault or sexual abuse alleged of the individual perpetrator identified in this complaint.

45. The Parish's breach of its duties include, but are not limited to: failure to have sufficient policies and procedures to prevent child sexual abuse, failure to properly implement the policies and procedures to prevent child sexual abuse, failure to take reasonable measures to make sure that the policies and procedures to prevent child sexual abuse were working, failure to adequately inform families and children of the risks of child sexual abuse, failure to investigate risks of child sexual abuse, failure to properly train the workers at institutions and programs within the Parish, failure to protect children in their programs from child sexual abuse, failure to adhere to the applicable standard of care for child safety, failure to investigate the amount and type of information necessary to represent the institutions, programs, leaders and people as safe, failure to train their employees properly to identify signs of child molestation by fellow employees, failure by relying on mental health professionals, or failure by relying on people who claimed that they could treat child molesters.

46. The Parish also breached its duties to Plaintiff by failing to warn Plaintiff and Plaintiff's family of the risk Abuser posed and the risks of child sexual abuse by its employees or agents. The Parish also failed to warn Plaintiff about any of the knowledge that it had about child sexual abuse.

47. The Parish also violated a legal duty by failing to report known or suspected abuse of children by Abuser or its other agents to law enforcement.

48. By employing Abuser at the Parish, or other facilities under its supervision, the Parish, through its agents, affirmatively represented to minor children and their families that Abuser did not pose a threat to children, did not have a history of molesting children, that the Parish did not know that Abuser had a history of molesting children, and that the Parish did not know Abuser was a danger to children. Plaintiff and Plaintiff's family were induced to rely on these affirmations and did rely on them.

49. At no time did the Parish ever send an official, investigator, or any employee or independent contractor to advise or provide any form of notice to the parishioners, students, or their families, either verbally or in writing, that there were credible allegations against Abuser and to request anyone who saw, suspected, or suffered sexual abuse, to come forward and file a report with the police department. Rather, the Parish remained silent.

50. As a result of Defendant's conduct described herein, Plaintiff has and will continue to suffer personal physical and psychological injuries, including but not limited to problems sleeping and concentrating; low self-confidence, low self-respect, and low self-esteem; feelings of worthlessness, shamefulness, and embarrassment; losing faith in God and authority figures; feeling estranged from religion; trust issues; feeling confused and angry; depression; anxiety; feeling dirty, used, and damaged; experiencing traumatic flashbacks; and invasive feelings that his childhood and innocence were stolen; has incurred and will continue to incur expenses for medical and

psychological treatment, therapy, and counseling. As a victim of Defendant's misconduct, Plaintiff is unable at this time to fully describe all the details of that abuse and the extent of the harm Plaintiff suffered as a result.

51. The injuries and damages suffered by Plaintiff are specific in kind to Plaintiff, special, peculiar, and above and beyond those injuries and damages suffered by the public.

NATURE OF ALLEGED CONDUCT

52. This action alleges physical, psychological, and emotional injuries suffered as a result of conduct which would constitute a sexual offense on a minor as defined in Article 130 of the New York Penal Law, including without limitation, conduct constituting sexual abuse (consisting of sexual contact) (N.Y. Penal Law §§ 130.55 - 130.77).

53. The limitation of liability set forth in CPLR Art. 16 is not applicable to the claim of personal injury alleged herein, by reason of one or more of the exemptions provided in CPLR § 1602, including without limitation, that Defendant acted, with reckless disregard for the safety of Plaintiff, or knowingly, or intentionally, in concert with its agents and employees, to retain and permit Abuser mentioned herein unfettered and prolonged unsupervised access to children.

FIRST CAUSE OF ACTION: NEGLIGENCE

54. Plaintiff repeats and realleges by reference every allegation set forth above as if fully set forth herein.

55. The Parish knew or was negligent in not knowing Abuser posed a threat of sexual abuse to children.

56. Prior to the sexual abuse of Plaintiff, the Parish knew or should have known that Abuser was unfit to work with children. The Parish, by and through its agents, servants or

employees knew, or should have known of Abuser's propensity to commit sexual abuse and of the risk to Plaintiff's safety. At the very least, the Parish knew or should have known that it did not have sufficient information about whether its employees or those working within the Parish were safe or not.

57. The acts of Abuser described hereinabove were undertaken, or enabled by, or during the course, or within the scope of Abuser's employment, appointment, or agency with the Parish.

58. The Parish's willful, wanton, grossly negligent, or negligent, acts of commission or omission resulted directly or proximately in the damages set forth herein at length.

59. At all times material to this complaint, Abuser was under the direct supervision, employ, or control of the Parish.

60. At all times material to this complaint, the Parish's actions were willful, wanton, malicious, reckless, grossly negligent, and outrageous in its disregard for the rights and safety of Plaintiff.

61. The Parish owed Plaintiff a duty of care because it had a special relationship with Plaintiff.

62. The Parish had a duty arising from the special relationship that existed with Plaintiff, Plaintiff's parents or guardians, or the other parents or guardians of young, innocent, vulnerable children in the Parish, to properly train and supervise its clerics, employees, or agents. This special relationship arose because of the high degree of vulnerability of those children, including Plaintiff, entrusted to its care. As a result of this high degree of vulnerability and risk of sexual abuse inherent in such a special relationship, the Parish had a duty to establish measures of protection not necessary for people who are older and better able to protect themselves.

63. The Parish owed Plaintiff a duty to protect Plaintiff from Abuser's sexual deviancy, before and after Abuser's misconduct.

64. By accepting custody of infant Plaintiff, the Parish established an *in loco parentis* relationship with Plaintiff and in so doing, owed Plaintiff a duty to protect Plaintiff from injury. Further, the Parish entered a fiduciary relationship with Plaintiff by undertaking the custody, supervision of, or care of infant Plaintiff. As a result of Plaintiff being an infant, and by the Parish undertaking the care and guidance of Plaintiff, the Parish also held a position of power over Plaintiff. Further, the Parish, by holding itself out as being able to provide a safe environment for children, solicited or accepted this position of power. The Parish, through its employees or agents, exploited this power over Plaintiff and, thereby, put the infant Plaintiff at risk for sexual abuse.

65. The Parish breached the aforementioned duties it owed Plaintiff and was otherwise negligent.

66. The Parish additionally violated a legal duty by failing to report to law enforcement known or suspected abuse of children by Abuser or its other agents.

67. The Parish's actions or inactions created a foreseeable risk of harm to Plaintiff. As a vulnerable child participating in the programs and activities the Parish offered to minors, Plaintiff was a foreseeable victim. Additionally, as a vulnerable child who Abuser had access to through the Parish's facilities and programs, Plaintiff was a foreseeable victim.

68. The Parish's conduct showed a reckless or willful disregard for the safety and well-being of Plaintiff and other children.

69. Defendant breached its duties to the Plaintiff and was otherwise negligent.

70. As a direct or indirect result of said conduct, Plaintiff has suffered the injuries and damages described herein.

71. By reason of the foregoing, Defendant is liable to Plaintiff for compensatory damages, and for punitive damages, together with interest and costs.

SECOND CAUSE OF ACTION: NEGLIGENT HIRING, RETENTION, OR DIRECTION

72. Plaintiff repeats and realleges by reference every allegation set forth above as if fully set forth herein.

73. The Parish hired Abuser.

74. The Parish hired Abuser for a position that required Abuser to work closely with, mentor, supervise, and counsel children.

75. The Parish herein was negligent in hiring Abuser because the Parish knew or should have known, through the exercise of reasonable care, of Abuser's propensity to develop inappropriate relationships with children in the Parish's charge and to engage in sexual behavior and lewd and lascivious conduct with such children.

76. Abuser would not and could not have been in a position to sexually abuse Plaintiff had he not been hired by the Parish to mentor and counsel children in the Parish.

77. Abuser sexually abused Plaintiff while within the Parish.

78. The harm complained of herein was foreseeable.

79. Plaintiff would not have suffered the foreseeable harm complained of herein but for the negligence of the Parish in having placed Abuser, or allowed Abuser to remain, in his position.

80. The Parish was negligent in its direction or supervision of Abuser as the Parish knew or should have known, through the exercise of ordinary care, that Abuser's conduct would subject third parties to an unreasonable risk of harm, including Abuser's propensity to develop inappropriate relationships with children under his charge and to engage in sexual behavior and lewd and lascivious conduct with such children.

81. The Parish failed to take steps to prevent such conduct from occurring.

82. The Parish was negligent in its retention of Abuser as the Parish knew, or should have known, through the exercise of reasonable care, of his propensity to develop inappropriate relationships with children under his charge and to engage in sexual behavior and lewd and lascivious conduct with such children.

83. The Parish retained Abuser in his position as mentor and counselor to such children and thus left him in a position to continue such behavior.

84. The Parish failed to take reasonable steps to prevent such events from occurring on the Parish's premises.

85. Abuser would not and could not have been in a position to sexually abuse Plaintiff had he not been negligently retained, supervised, or directed by the Parish as a mentor and counselor to its infant parishioners, including Plaintiff.

86. The Parish breached its duty of care to the Plaintiff and was otherwise negligent.

87. As a direct or indirect result of said negligence, Plaintiff has suffered the injuries and damages described herein.

88. By reason of the foregoing, Defendant is liable to Plaintiff for compensatory damages, and for punitive damages, together with interest and costs.

THIRD CAUSE OF ACTION: PREMISES LIABILITY

89. Plaintiff repeats and realleges by reference every allegation set forth above as if fully set forth herein.

90. Defendant was negligent in the use and or maintenance of its property as alleged hereinabove.

91. Defendant owned or controlled the property on which Plaintiff was harmed. As the owner and occupier of the property, Defendant was under a duty to manage and act reasonably to control its property and guests to prevent injury from amongst other things, foreseeable sexual assault.

92. Defendant breached its duty to Plaintiff by permitting Abuser to sexually assault Plaintiff, a young child, on Defendant's premises.

93. As described above, the actions or omissions of Defendant, its agents, servants, or employees were conducted in a negligent, or grossly negligent manner.

94. Defendant's actions or omissions endangered Plaintiff's safety and caused him to fear for his safety.

95. As a direct and proximate result of Defendant's actions or omissions which included but were not limited to negligent or grossly negligent conduct, Plaintiff suffered the severe injuries and damages described herein, including but not limited to mental and emotional distress.

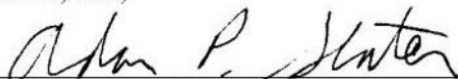
96. By reason of the foregoing, Defendant is liable to Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

WHEREFORE, it is respectfully requested that the Court grant judgment in this action in favor of Plaintiff, and against Defendant, jointly and severally, in a sum of money exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with all applicable interest, costs, disbursements, as well as punitive damages and such other, further, and different relief as the Court in its discretion shall deem to be just, proper and equitable.

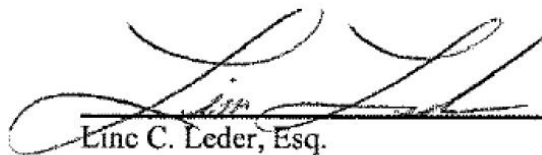
Plaintiff further places Defendant on notice and reserves the right to interpose claims sounding in Fraudulent Concealment, Deceptive Practices, or Civil Conspiracy should the facts and discovery materials support such claims.

Dated: New York, New York
August 8, 2021

Yours, etc.,



By: Adam P. Slater, Esq.
SLATER SLATER SCHULMAN LLP
Counsel for Plaintiff
488 Madison Avenue, 20th Floor
New York, New York 10022
(212) 922-0906



Linc C. Leder, Esq.
SLATER SLATER SCHULMAN LLP
Counsel for Plaintiff
488 Madison Avenue, 20th Floor
New York, New York 10022
(212) 922-0906

ATTORNEY'S VERIFICATION

Adam P. Slater, an attorney duly admitted to practice law in the Courts of the State of New York, hereby affirms the following statements to be true under the penalties of perjury, pursuant to Rule 2106 of the CPLR:

Affirmant is a partner of SLATER SLATER SCHULMAN, LLP, attorneys for the Plaintiff in the within action;

Affirmant has read the foregoing Summons & Complaint and knows the contents thereof; that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true.

Affirmant further states that the source of his information and the grounds for his belief are derived from interviews with the Plaintiff and from the file maintained in the normal course of business.

Affirmant further states that the reason this verification is not made by the Plaintiff is that the Plaintiff is not presently within the County of New York, which is the county wherein the attorneys for the Plaintiff herein maintain their offices.

Dated: New York, New York
August 8, 2021


Adam P. Slater, Esq.

SUPREME COURT OF THE STATE NEW YORK
COUNTY OF MONROE

-----X

ROBERT DORSCHIED,

Index No.:

Plaintiff,

-against-

ST. PHILIP NERI CHURCH,

Defendant.

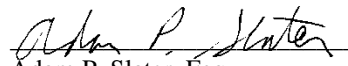
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SUMMONS & VERIFIED COMPLAINT

Slater Slater Schulman LLP
Attorneys for Plaintiff
488 Madison Avenue, 20th Floor
New York, New York 10022
(212) 922-0906

CERTIFICATION

Pursuant to 22 NYCRR §130-1.1-a, the undersigned, an attorney duly admitted to practice in the courts of the State of New York, certifies that, upon information and belief, and reasonable inquiry, the contentions contained in the annexed document are not frivolous as defined in subsection (c) of the aforesaid section.


Adam P. Slater, Esq.


Eric C. Leder, Esq.