

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS**

NATALIE SIBLEY, f/k/a NATALIE RATAY,

*Plaintiff,*

v.

BRYAN ROBERT MURPHY, f/k/a BROTHER BRYAN ROBERT MURPHY, O.S.F.; THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, NEW YORK; CONGREGATION OF THE RELIGIOUS BROTHERS OF THE THIRD ORDER REGULAR OF ST. FRANCIS, a/k/a THE FRANCISCAN BROTHERS OF BROOKLYN; THE FRANCISCAN BROTHERS GENERALATE; FRANCISCAN BROTHERS, INC.; ST. ANTHONY'S HIGH SCHOOL; AND MOUNT ALVERNIA, INC.,

*Defendants.*

Index No.

**COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff Natalie Sibley, formerly known as Natalie Ratay, by her attorneys Simmons Hanly Conroy LLC and the Law Offices of Mitchell Garabedian, brings this action against Bryan Robert Murphy, formerly known as Brother Bryan Robert Murphy, O.S.F.; The Roman Catholic Diocese of Rockville Centre, New York; Congregation of the Religious Brothers of the Third Order Regular of St. Francis, also known as The Franciscan Brothers of Brooklyn; The Franciscan Brothers Generalate; Franciscan Brothers, Inc.; St. Anthony's High School; and Mount Alvernia, Inc. and alleges, on personal knowledge as to herself and on information and belief as to all other matters, as follows:

**JURISDICTION AND VENUE**

1. This Court has personal jurisdiction over the Defendants pursuant to CPLR 301 and 302, in that the Defendants reside in New York.
2. This Court has jurisdiction over this action because the amount of damages Plaintiff seeks exceeds the jurisdictional limits of all lower courts which would otherwise

have jurisdiction.

3. Venue for this action is proper in Kings County pursuant to CPLR 503 in that one or more Defendant resides in this County.

### **PARTIES**

4. Plaintiff Natalie Sibley, formerly known as Natalie Ratay ("Plaintiff") is an individual residing in Portmarnock, Ireland.

5. Defendant Bryan Robert Murphy, formerly known as Brother Bryan Robert Murphy, O.S.F. ("Brother Murphy") was, at all relevant times, a religious brother of the Congregation of the Religious Brothers of the Third Order Regular of St. Francis, a/k/a the Franciscan Brothers of Brooklyn, and an agent of The Franciscan Brothers Generalate and/or Franciscan Brothers, Inc. Brother Murphy was, at all relevant times, under the supervision, employ, direction, and/or control of The Roman Catholic Diocese of Rockville Centre, New York, Congregation of the Religious Brothers of the Third Order Regular of St. Francis a/k/a The Franciscan Brothers of Brooklyn, The Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia, Inc. In approximately 1992, Brother Murphy became the director of Camp Alvernia in Centerport, New York, and retained this position at all relevant times described herein. Brother Murphy resides in Yonkers, Westchester County, New York.

6. Defendant The Roman Catholic Diocese of Rockville Centre, New York ("Diocese of Rockville Centre") is a religious corporation organized pursuant to the Religious Corporations Law, with its principal office at 50 North Park Avenue in Rockville Centre, Nassau County, New York. The Diocese of Rockville Centre is a Roman Catholic diocese. At all relevant times, the Diocese of Rockville Centre created, oversaw, managed, supervised, controlled, directed and/or operated various institutions of the Diocese of Rockville Centre, including St. Anthony's High School in South Huntington, New York, and Camp Alvernia in Centerport, New York. At all relevant times, the Diocese of Rockville Centre oversaw, managed, supervised, controlled, and directed

religious brothers assigned to work in institutions of the Diocese.

7. Defendant Congregation of the Religious Brothers of the Third Order Regular of St. Francis, a/k/a the Franciscan Brothers of Brooklyn (“Franciscan Brothers of Brooklyn”) is and was at relevant times a religious order of the Roman Catholic Church with its principal office at 133 Remsen Street in Brooklyn, Kings County, New York. At all relevant times, Franciscan Brothers of Brooklyn oversaw, managed, supervised, controlled, directed and operated Camp Alvernia of Centerport, New York, and St. Anthony’s High School of South Huntington, New York. At all relevant times, religious brothers of Franciscan Brothers of Brooklyn were agents, managers, directors, or employees of Camp Alvernia and St. Anthony’s High School.

8. Defendant The Franciscan Brothers Generalate (“Franciscan Brothers Generalate”) is a New York not-for-profit corporation with its principal office at 133 Remsen Street in Brooklyn, Kings County, New York. At all relevant times, Franciscan Brothers Generalate oversaw, managed, supervised, controlled, directed and operated Camp Alvernia of Centerport, New York, and St. Anthony’s High School of South Huntington, New York.

9. Defendant Franciscan Brothers, Inc. is a New York not-for-profit corporation with its principal office at 133 Remsen Street in Brooklyn, Kings County, New York. At all relevant times, Franciscan Brothers, Inc. oversaw, managed, supervised, controlled, directed and operated Camp Alvernia of Centerport, New York, and St. Anthony’s High School of South Huntington, New York.

10. Defendant Mount Alvernia, Inc. (“Mount Alvernia”) is a New York not-for-profit corporation with its principal office at 105 Prospect Road, Centerport, Suffolk County, New York. Mount Alvernia was founded and/or incorporated by Defendants Franciscan Brothers of Brooklyn and/or Franciscan Brothers Generalate and/or Franciscan Brothers Inc. At all relevant times, Mount Alvernia oversaw, managed, supervised, controlled, directed and operated Camp Alvernia of Centerport, New York.

11. Defendant St. Anthony's High School is a Roman Catholic high school with its principal office at 275 Wolf Hill Road, South Huntington, Suffolk County, New York, within the Diocese of Rockville Centre. During all the relevant time periods discussed herein, St. Anthony's High School was operated by Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, and Franciscan Brothers, Inc.

### **FACTS COMMON TO ALL CLAIMS**

12. Plaintiff and her family were parishioners of and attended St. Patrick's Church in Huntington, New York, a parish of the Diocese of Rockville Centre, when she was a minor. Plaintiff and her family were parishioners of the Diocese of Rockville Centre. In approximately 1991, Plaintiff began attending St. Anthony's High School. Plaintiff attended St. Anthony's High School from 1991 to 1995.

13. During the times relevant to the allegations set forth herein, Brother Murphy was assigned by Defendants Franciscan Brothers of Brooklyn, Franciscan Brothers, Inc., Franciscan Brothers Generalate, St. Anthony's High School, and Mount Alvernia to work at St. Anthony's High School and Camp Alvernia.

14. In approximately 1991, when Plaintiff was approximately fourteen years of age, Plaintiff met Brother Murphy at St. Anthony's High School. In 1992, following Plaintiff's freshman year at St. Anthony's High School, Brother Murphy hired Plaintiff when she was fifteen years of age, along with a small group of other high school students, to do maintenance work at St. Anthony's High School. Brother Murphy supervised Plaintiff and the small group of other high school students in their maintenance work at St. Anthony's High School.

15. In approximately the summers of 1993 and 1994, when Plaintiff was approximately sixteen to seventeen years of age, Brother Murphy hired Plaintiff to work at Camp Alvernia as a camp counselor. In 1993 and 1994, Brother Murphy was Camp Alvernia's Director.

16. In the fall of 1992, when Plaintiff was approximately fifteen years of age, in a wooded area in or near Camp Alvernia, Brother Murphy sexually assaulted, sexually abused, and/or had sexual contact with Plaintiff.

17. Dozens of times when Plaintiff was approximately fifteen to seventeen years of age, in or around 1992 through 1994, Brother Murphy used his positions at St. Anthony's High School and Camp Alvernia to sexually assault, sexually abuse, and/or have sexual contact with the Plaintiff in violation of the laws of the State of New York.

18. The sexual abuse, sexual assault, and/or sexual contact of Plaintiff by Brother Murphy from in or around 1992 through 1994 occurred on Defendants' property in violation of the laws of the State of New York.

#### **Defendants' Responsibility for the Abuse Committed by Brother Murphy**

19. At all times material hereto, Brother Murphy was under the management, supervision, employ, direction, and/or control of Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia.

20. Through his positions at, within, or for Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia, Brother Murphy was put in direct contact with Plaintiff.

21. Brother Murphy used his position at, within, or for , Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia and the implicit representations made by them about his character that accompanied that position, to gain Plaintiff's trust and confidence and to create opportunities to be alone with, and touch, Plaintiff.

22. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and

Mount Alvernia knew, and/or reasonably should have known, and/or knowingly condoned, and/or covered up the inappropriate and unlawful sexual activities of Brother Murphy who sexually abused Plaintiff.

23. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia had the responsibility to manage, supervise, control and/or direct religious brothers who served at St. Anthony's High School and Camp Alvernia, and specifically, had a duty not to aid pedophiles such as Brother Murphy by assigning, maintaining, and/or appointing them to positions with access to minors.

24. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia had a duty to the Plaintiff to ensure that Defendants did not offer opportunities for pedophiles to approach and assault vulnerable minors. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia knew and/or should have known that Brother Murphy used his positions at St. Anthony's High School and Camp Alvernia to harm minors, including the Plaintiff, and to form an acquaintance that could be, and was, used to provide opportunities for sexual abuse.

#### **Consequences of the Abuse**

25. Plaintiff suffered personal physical and psychological injuries and damages as a result of Brother Murphy's actions, as well as other damages related thereto, as a result of the childhood sexual abuse Plaintiff sustained.

26. As a direct result of the Defendants' conduct described herein, Plaintiff suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life; has incurred and will continue to

incur expenses for medical and psychological treatment, therapy, and counseling; and has incurred and will continue to incur loss of income and/or loss of earning capacity. As a victim of Brother Murphy's sexual abuse, Plaintiff is unable at this time to fully describe all of the details of that abuse and the extent of the harm she suffered as a result.

### **CAUSES OF ACTION**

#### **FIRST CAUSE OF ACTION**

##### **Assault**

27. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 26 as if fully set forth herein.

28. On numerous occasions from approximately 1992 to approximately 1994, when Plaintiff was a minor, Brother Murphy intentionally touched Plaintiff's body when he engaged in the sexual behavior and lewd and lascivious conduct described above. Such conduct placed Plaintiff in imminent apprehension of harmful contact, including apprehension of further sexual contact.

29. As a direct and proximate result of Defendant Brother Murphy placing Plaintiff in imminent and reasonable apprehension of harmful and offensive contact, Plaintiff suffered and will continue to suffer the injuries described herein.

#### **SECOND CAUSE OF ACTION**

##### **Battery**

30. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 26 as if fully set forth herein.

31. On numerous occasions from approximately 1992 to approximately 1994, Brother Murphy intentionally touched Plaintiff's body when he engaged in the sexual behavior and lewd and lascivious conduct described above. Such bodily contact was offensive and was without consent.

32. As a direct and proximate result of Defendant Brother Murphy's unconsented, unjustified, and offensive physical contact and touching, Plaintiff suffered

and will continue to suffer the injuries described herein.

**THIRD CAUSE OF ACTION**

**Intentional Infliction of Emotional Distress**

33. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 26 as if fully set forth herein.

34. By engaging in the explicit sexual behavior and lewd and lascivious conduct described above, either Defendant Brother Murphy intended to inflict emotional distress upon Plaintiff, or Defendant Brother Murphy knew or should have known and recklessly disregarded the substantial likelihood that severe emotional distress would be the result of his conduct.

35. The conduct of Defendant Brother Murphy in engaging in explicit sexual behavior and lewd and lascivious conduct with a minor as described above is extreme and outrageous, beyond all possible bounds of decency, and utterly intolerable in a civilized society.

36. The mental distress and emotional injuries which Plaintiff suffered and will continue to suffer were and are lasting and severe.

37. As a direct and proximate result of Defendant Brother Murphy engaging in the explicit sexual behavior and lewd and lascivious conduct described above, Plaintiff suffered and will continue to suffer the injuries described herein.

**FOURTH CAUSE OF ACTION**

**Negligent Hiring/Retention/Supervision/Direction**

38. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 26 as if fully set forth herein.

39. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia at all relevant times represented or otherwise indicated that St. Anthony's High School students, the minors present at Camp Alvernia, and any other



minors in their custody or under their supervision would be physically safe while in the presence of religious brothers assigned to St. Anthony's High School and Camp Alvernia. Defendants entered into an express and/or implied duty to provide that when Plaintiff was a minor and left in the presence of a religious brother assigned to, hired by, retained by, directed by, and/or under the supervision of Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia, Plaintiff would be kept reasonably safe and that that religious brother would not sexually abuse Plaintiff.

40. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia owed a duty of care to all minors, including Plaintiff, who were likely to come in contact with Brother Murphy or under the supervision of Brother Murphy, to ensure that Brother Murphy did not use his assigned position to injure minors by sexual assault, sexual abuse, or sexual contact in violation of the laws of the State of New York.

41. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia knew or should have known of Brother Murphy's propensity for the conduct which caused Plaintiff's injuries prior to, or about the time of, the Plaintiff's injuries' occurrence.

42. The sexual abuse of children by adults, including religious brothers, is a foreseeable result of negligence.

43. Brother Murphy sexually assaulted, sexually abused and/or had sexual contact with Plaintiff while he was a religious brother and agent of Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia.

44. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and

Mount Alvernia negligently hired, retained, directed, and supervised Brother Murphy as they knew or should have known that Brother Murphy posed a threat of sexual abuse to minors.

45. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia were negligent in failing properly to supervise Brother Murphy.

46. At all times material hereto, Defendants Diocese of Rockville Centre's, Franciscan Brothers of Brooklyn's, Franciscan Brothers Generalate's, Franciscan Brothers, Inc.'s, St. Anthony's High School's, and Mount Alvernia's actions were willful, wanton, malicious, negligent, reckless and/or outrageous in their disregard for the rights and safety of Plaintiff.

47. As a direct and proximate result, Plaintiff has suffered and will continue to suffer the injuries described herein.

48. By reason of the foregoing, Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia are liable to the Plaintiff, jointly, severally, and/or in the alternative, for compensatory damages, and for punitive damages, together with interest and costs.

#### **FIFTH CAUSE OF ACTION**

#### **Negligence/Gross Negligence**

49. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 26 as if fully set forth herein.

50. At all times material hereto, with regard to the allegations contained herein, Brother Murphy was under the supervision, employ, direction and/or control of Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia.

51. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia owed Plaintiff, at the relevant times a minor, a duty to protect her from Brother Murphy's sexual deviancy and the consequential damages, both prior to and/or subsequent to Brother Murphy's misconduct.

52. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia knew, or were negligent in not knowing, that Brother Murphy posed a threat of sexual abuse to minors.

53. The acts of Brother Murphy described hereinabove were undertaken, and/or enabled by, and/or during the course, and/or within the scope of his respective employment, appointment, assignment, and/or agency with Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia.

54. Defendants' willful, wanton, grossly negligent and/or negligent act(s) of commission and/or omission, resulted directly and/or proximately in the damages set forth herein at length.

55. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia:

- a. gave improper or ambiguous orders or failed to make proper regulations, and/or employed improper persons or instrumentalities in work involving risk of harm to others;
- b. failed adequately to supervise the activities of Brother Murphy;
- c. permitted, and/or intentionally failed and/or neglected to prevent, negligent and/or grossly negligent conduct and/or allowed other tortious conduct by persons, whether or not their servants and/or agents and/or

employees, with instrumentalities under their control; and

- d. allowed the acts of omission and/or commission and/or any or all of the allegations set forth in this Complaint, to occur.

56. At all times material hereto, Defendants Diocese of Rockville Centre's, Franciscan Brothers of Brooklyn's, Franciscan Brothers Generalate's, Franciscan Brothers, Inc.'s, St. Anthony's High School's, and Mount Alvernia's actions were willful, wanton, malicious, negligent, reckless, and outrageous in their disregard for the rights and safety of Plaintiff, which amounted to conduct equivalent to criminality.

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

58. By reason of the foregoing, Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia jointly, severally, and/or in the alternative, are liable to the Plaintiff for compensatory damages, and for punitive damages, together with interest and costs.

#### SIXTH CAUSE OF ACTION

##### **Breach of Non-Delegable Duty**

59. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 26 as if fully set forth herein.

60. Plaintiff, when she was a minor, was placed in the care and supervision of Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia for the purposes of, *inter alia*, providing Plaintiff with a safe environment in which to participate in educational, youth, and recreational activities. There existed a non-delegable duty of trust between Plaintiff and the Defendants.

61. Plaintiff was a vulnerable minor when placed within the care of Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers

Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia.

62. As a consequence, Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia were in the best position to prevent Brother Murphy's sexual abuse of Plaintiff, to learn of that sexual abuse of Plaintiff and stop it, and to take prompt steps to provide that Plaintiff received timely therapy to address the harm Plaintiff suffered resulting from Brother Murphy's sexual abuse of Plaintiff. Such prompt steps would have mitigated the extent of lifetime suffering Plaintiff has had to endure.

63. By virtue of the fact that Plaintiff was sexually abused as a minor entrusted to the care of the Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia, Defendants breached their non-delegable duty to Plaintiff.

64. At all times material hereto, Brother Murphy was under the supervision, employ, direction and/or control of the Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia.

65. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

66. By reason of the foregoing, Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia jointly, severally and/or in the alternative, are liable to the Plaintiff for compensatory damages, and for punitive damages, together with interest and costs.

#### **SEVENTH CAUSE OF ACTION**

#### **Breach of Fiduciary Duty**

67. Plaintiff repeats and re-alleges each and every allegation set forth in

paragraphs 1 through 26 as if fully set forth herein.

68. There exists a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia. This relationship is based on the entrustment of the Plaintiff while she was a minor to the care and supervision of the Defendants as a parishioner of the Diocese of Rockville Centre, a student of St. Anthony's High School, a minor employee hired to do maintenance work at St. Anthony's High School buildings, and as a minor employed as a camp counselor at Camp Alvernia. This entrustment of the Plaintiff to the care and supervision of the Defendants, while the Plaintiff was a minor, required these Defendants to assume a fiduciary relationship and to act in the best interests of the Plaintiff and to protect her due to her infancy and vulnerability.

69. Pursuant to their fiduciary relationship, Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia were entrusted with the well-being, care, and safety of Plaintiff.

70. Pursuant to their fiduciary relationship, Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia assumed a duty to act in the best interests of Plaintiff.

71. Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia breached their fiduciary duties to Plaintiff.

72. At all times material hereto, Defendants Diocese of Rockville Centre's, Franciscan Brothers of Brooklyn's, Franciscan Brothers Generalate's, Franciscan Brothers, Inc.'s, St. Anthony's High School's, and Mount Alvernia's actions and/or inactions were willful, wanton, malicious, negligent, reckless, and outrageous in their disregard for the

rights and safety of Plaintiff.

73. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

74. By reason of the foregoing, Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

#### **EIGHTH CAUSE OF ACTION**

##### **Negligent Infliction of Emotional Distress**

75. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 26 as if fully set forth herein.

76. As described above, the actions of Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia, as well as their predecessors and/or successors, agents, servants and/or employees, were conducted in a negligent and/or grossly negligent manner.

77. Defendants Diocese of Rockville Centre's, Franciscan Brothers of Brooklyn's, Franciscan Brothers Generalate's, Franciscan Brothers, Inc.'s, St. Anthony's High School's, and Mount Alvernia's actions endangered Plaintiff's safety and caused her to fear for her own safety.

78. As a direct and proximate result of Defendants Diocese of Rockville Centre's, Franciscan Brothers of Brooklyn's, Franciscan Brothers Generalate's, Franciscan Brothers, Inc.'s, St. Anthony's High School's, and Mount Alvernia's actions, which included but were not limited to negligent and/or grossly negligent conduct, Plaintiff suffered the severe injuries and damages described herein, including but not limited to mental and emotional distress.

79. By reason of the foregoing, Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia jointly, severally, and/or in the alternative, are liable to Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

#### NINTH CAUSE OF ACTION

##### *Breach of Duty in Loco Parentis*

80. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 26 as if fully set forth herein.

81. While she was a minor, Plaintiff was entrusted by her parents to the control and supervision of Defendants Brother Murphy, Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia. During the times that Plaintiff was entrusted to Defendant Brother Murphy, Brother Murphy was under the supervision and control of Defendants Diocese of Rockville Centre, Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., St. Anthony's High School, and Mount Alvernia. These Defendants owe—and owed—a duty to children entrusted to them to act *in loco parentis* and to prevent foreseeable injuries.

82. Defendants breached their duty to act *in loco parentis*.

83. At all times material hereto, Defendants' actions were willful, wanton, malicious, reckless, negligent, grossly negligent and/or outrageous in their disregard for the rights and safety of Plaintiff.

84. As a direct result of Defendants Brother Murphy's, Diocese of Rockville Centre's, Franciscan Brothers of Brooklyn's, Franciscan Brothers Generalate's, Franciscan Brothers, Inc.'s, St. Anthony's High School's, and Mount Alvernia's conduct, Plaintiff has suffered the injuries and damages described herein.

85. By reason of the foregoing, Defendants, jointly, severally and/or in the



alternative, are liable to Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

#### TENTH CAUSE OF ACTION

##### **Breach of Statutory Duty to Report Abuse under Soc. Serv. Law §§ 413, 420**

86. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 26 as if fully set forth herein.

87. Pursuant to N.Y. Soc. Serv. Law §§ 413 and 420, Defendants Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., and St. Anthony's High School had a statutorily imposed duty to report reasonable suspicion of abuse of children in their care.

88. Defendants Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., and St. Anthony's High School breached that duty by knowingly and willfully failing to report reasonable suspicion of abuse by Brother Murphy of children in their care.

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

90. By reason of the foregoing, Defendants Franciscan Brothers of Brooklyn, Franciscan Brothers Generalate, Franciscan Brothers, Inc., and St. Anthony's High School, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory damages and for punitive damages together with interest and costs.

WHEREFORE Plaintiff demands judgment against the Defendants on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be proved at trial, but in any event in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- B. Awarding punitive damages to the extent permitted by law;
- C. Awarding prejudgment interest to the extent permitted by law;

D. Awarding costs and fees of this action, including attorneys' fees, to the extent permitted by law;

E. Awarding such other and further relief as to this Court may seem just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: September 10, 2019  
New York, New York

Respectfully Submitted,

/s/ Paul J. Hanly, Jr.

Paul J. Hanly, Jr.

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