

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

MARY ANN ROMANO,

Plaintiff,

v.

ROMAN CATHOLIC DIOCESE OF BROOKLYN, NEW YORK;
THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE,
NEW YORK; and ROMAN CATHOLIC CHURCH OF OUR
LADY OF PEACE AT LYNBROOK,

Defendants.

Index No.

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Mary Ann Romano by her attorneys Simmons Hanly Conroy LLC and the Law Offices of Mitchell Garabedian, brings this action against Roman Catholic Diocese of Brooklyn, New York; The Roman Catholic Diocese of Rockville Centre, New York; and Roman Catholic Church of Our Lady of Peace at Lynbrook, 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 each Defendant resides 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 the County of Kings pursuant to CPLR 503 in that one or more of the Defendants reside in this County and a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this County.

PARTIES

4. Plaintiff Mary Ann Romano ("Plaintiff") is an individual residing in Huntington Station, Suffolk County, New York.

5. Defendant Roman Catholic Diocese of Brooklyn, New York (“Diocese of Brooklyn”) is a religious corporation organized pursuant to the New York Religious Corporations Law, with its principal office at 310 Prospect Park West, Brooklyn, Kings County, New York. The Diocese of Brooklyn is a Roman Catholic diocese. At all relevant times, the Diocese of Brooklyn created, oversaw, supervised, managed, controlled, directed and operated parishes or churches of the Diocese of Brooklyn, including, during relevant times, Roman Catholic Church of Our Lady of Peace at Lynbrook.

6. Defendant The Roman Catholic Diocese of Rockville Centre (“Diocese of Rockville Centre”) is a religious corporation organized pursuant to the New York Religious Corporations Law, with its principal office at 50 North Park Avenue, Rockville Centre, Nassau County, New York. The Diocese of Rockville Centre was formed in 1958. Upon the formation of the Diocese of Rockville Centre, the Diocese of Rockville Centre created, oversaw, supervised, managed, controlled, directed and operated parishes or churches of the Diocese of Rockville Centre in Nassau County, New York, and Suffolk County, New York. Prior to the formation of the Diocese of Rockville Centre, Roman Catholic churches in Nassau County and Suffolk County, including Roman Catholic Church of Our Lady of Peace at Lynbrook, were under the supervision of the Diocese of Brooklyn. Liabilities of the Diocese of Brooklyn were transferred to, or assumed by, the Diocese of Rockville Centre following the formation of the Diocese of Rockville Centre.

7. Defendant Roman Catholic Church of Our Lady of Peace at Lynbrook (“Our Lady of Peace”) is a Roman Catholic parish formerly within and under the authority of the Diocese of Brooklyn and currently within and under the authority of the Diocese of Rockville Centre. Our Lady of Peace is a religious corporation organized pursuant to the Religious Corporations Law with its principal office at 25 Fowler Avenue, Lynbrook, Nassau County, New York. During relevant times, the Diocese of Brooklyn created, oversaw, supervised, managed, controlled, directed and operated Our Lady of Peace. Following the formation of the Diocese of Rockville Centre in 1958, the Diocese of

Rockville Centre oversaw, supervised, managed, controlled, directed and operated Our Lady of Peace.

FACTS COMMON TO ALL CLAIMS

8. Plaintiff and her family were parishioners of and attended Our Lady of Peace when Plaintiff was a minor child.

9. During the times relevant to the allegations set forth herein, Father Richard Berry (“Father Berry”) was assigned by Defendant Diocese of Brooklyn to be a priest at Our Lady of Peace, where Plaintiff and Plaintiff’s family were parishioners. Father Berry is believed to have died in 1981.

10. Through his positions at, within, or for Defendant Diocese of Brooklyn, Father Berry was put in direct contact with members of the Plaintiff’s family, including Plaintiff, a minor parishioner of the Diocese of Brooklyn.

11. From approximately 1954 when Plaintiff was approximately twelve years of age, to approximately 1956 when Plaintiff was approximately fourteen years of age, Plaintiff attended religious education classes at Our Lady of Peace, some of which were taught by Father Berry.

12. Father Berry used such encounters, gained through his position at Our Lady of Peace which granted him access to Plaintiff when Plaintiff was approximately twelve to fourteen years of age, to sexually assault, sexually abuse, and/or have sexual contact with the Plaintiff on approximately fifty occasions in violation of the laws of the State of New York.

Defendants’ Responsibility for the Abuse Committed by Father Berry

13. At all times material hereto, Father Berry was under the management, supervision, employ, direction and/or control of Defendants Diocese of Brooklyn and Our Lady of Peace.

14. Through his positions at, within, or for Defendants Diocese of Brooklyn and Our Lady of Peace, Father Berry was put in direct contact with Plaintiff.

15. Father Berry used his position at, within, or for Defendants Diocese of Brooklyn and Our Lady of Peace and the implicit representations made by them about his character that accompanied that position, to gain Plaintiff's trust and confidence and to create an opportunity to be alone with, and to sexually touch, Plaintiff.

16. Defendants Diocese of Brooklyn and Our Lady of Peace had the duty to reasonably manage, supervise, control and/or direct priests who served at Our Lady of Peace, and specifically, had a duty not to aid pedophiles such as Father Berry by assigning, maintaining, and/or appointing them to positions with access to minors.

17. Defendants Diocese of Brooklyn and Our Lady of Peace knew and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Father Berry, who sexually abused Plaintiff.

18. Defendant Diocese of Brooklyn had a duty to the Plaintiff to properly supervise Diocese of Brooklyn priests to ensure that priests did not use their positions with the Diocese of Brooklyn as a tool for grooming and assaulting vulnerable children. Defendant Diocese of Brooklyn knew or should have known that Father Berry used his positions with the Diocese of Brooklyn to sexually abuse minor children, including the Plaintiff.

Consequences of the Abuse

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

20. As a direct result of the Defendants Diocese of Brooklyn's and Our Lady of Peace's 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 Father Berry'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

Negligent Hiring/Retention/Supervision/Direction

21. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

22. Defendants Diocese of Brooklyn and Our Lady of Peace owed a duty of care to all minor persons, including Plaintiff, who were likely to come within the influence or supervision of Father Berry in his role as priest, counselor, trustee, director, officer, employee, agent, servant and/or volunteer, to insure that Father Berry 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.

23. Defendant Diocese of Brooklyn at all relevant times represented that the parishes of the Diocese of Brooklyn were safe places for minors to attend, and that its priests were individuals to whom it was safe to entrust the care of minor children. Defendant Diocese of Brooklyn entered into an express and/or implied duty to safely treat Plaintiff and assumed the duty to protect and care for her.

24. Father Berry sexually assaulted, sexually abused, and/or had sexual contact with Plaintiff when Plaintiff was a minor in Our Lady of Peace.

25. Defendants Diocese of Brooklyn and Our Lady of Peace negligently hired, retained, directed, and supervised Father Berry, though they knew or should have known that Father Berry posed a threat of sexual abuse to minors.

26. Defendants Diocese of Brooklyn and Our Lady of Peace knew or should have known of Father Berry's propensity for the conduct which caused Plaintiff's injuries

prior to, or at the time of, the injuries' occurrence.

27. Defendants Diocese of Brooklyn and Our Lady of Peace were negligent in failing to properly supervise Father Berry.

28. The sexual abuse of children by adults, including priests, is a foreseeable result of negligence.

29. At all times material hereto, Defendants Diocese of Brooklyn's and Our Lady of Peace's actions were willful, wanton, malicious, reckless, negligent and/or outrageous in their disregard for the rights and safety of Plaintiff.

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

31. Liabilities of Defendant Diocese of Brooklyn were transferred to, or assumed by, Defendant Diocese of Rockville Centre. As a result, Defendant Diocese of Rockville Centre is liable to the Plaintiff for the damages caused by Defendant Diocese of Brooklyn stated in this cause of action.

32. By reason of the foregoing, the Defendants are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

SECOND CAUSE OF ACTION
Negligence/Gross Negligence

33. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

34. Defendants Diocese of Brooklyn and Our Lady of Peace knew, or were negligent in not knowing, that Father Berry posed a threat of sexual abuse to children.

35. The acts of Father Berry 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 Brooklyn and Our Lady of Peace.

36. Defendants Diocese of Brooklyn and Our Lady of Peace owed Plaintiff, a minor at the relevant times of abuse, a duty to protect her from Father Berry's sexual deviancy and the consequential damages, both prior to and/or subsequent to Father Berry's misconduct.

37. Defendants Diocese of Brooklyn's and Our Lady of Peace's willful, wanton, grossly negligent and/or negligent act(s) of commission and/or omission, resulted directly and/or proximately in the damage set forth herein at length.

38. Defendants Diocese of Brooklyn and Our Lady of Peace:

- 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 Father Berry;
- 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, upon premises or 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.

39. At all times material hereto, with regard to the allegations contained herein, Father Berry was under the supervision, employ, direction and/or control of Defendants Diocese of Brooklyn and Our Lady of Peace.

40. At all times material hereto, Defendants Diocese of Brooklyn's and Our Lady of Peace's actions were willful, wanton, malicious, reckless, negligent and outrageous in their disregard for the rights and safety of Plaintiff, which amounted to conduct equivalent to criminality.

41. As a direct and/or indirect result of said conduct, Plaintiff has suffered

and will continue to suffer the injuries and damages described herein.

42. Liabilities of Defendant Diocese of Brooklyn were transferred to, or assumed by, Defendant Diocese of Rockville Centre. As a result, Defendant Diocese of Rockville Centre is liable to the Plaintiff for the damages caused by Defendant Diocese of Brooklyn stated in this cause of action.

43. By reason of the foregoing, the Defendants are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

THIRD CAUSE OF ACTION

Breach of Non-Delegable Duty

44. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

45. Plaintiff, when she was a minor, was placed in the care and supervision of the Defendants Diocese of Brooklyn and Our Lady of Peace for the purposes of, *inter alia*, providing Plaintiff with a safe environment in which to participate in religious, educational, youth and recreational activities. There existed a non-delegable duty of trust between Plaintiff and Defendants Diocese of Brooklyn and Our Lady of Peace.

46. Plaintiff was a vulnerable child when placed within the care of Defendants Diocese of Brooklyn and Our Lady of Peace.

47. As a consequence, Defendants Diocese of Brooklyn and Our Lady of Peace were in the best position to prevent Plaintiff's abuse, to learn of Father Berry's repeated sexual abuse of Plaintiff, and to stop it.

48. By virtue of the fact that Plaintiff was sexually abused as a minor child entrusted to the care of the Defendants Diocese of Brooklyn and Our Lady of Peace, Defendants Diocese of Brooklyn and Our Lady of Peace breached their non-delegable duty to Plaintiff.

49. At all times material hereto Father Berry was under the supervision,

employ, direction and/or control of the Defendants Diocese of Brooklyn and Our Lady of Peace.

50. As a direct result of said conduct, Plaintiff has suffered and will continue to suffer the injuries and damages described herein.

51. Liabilities of Defendant Diocese of Brooklyn were transferred to, or assumed by, Defendant Diocese of Rockville Centre. As a result, Defendant Diocese of Rockville Centre is liable to the Plaintiff for the damages caused by Defendant Diocese of Brooklyn stated in this cause of action.

52. By reason of the foregoing, the Defendants are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

FOURTH CAUSE OF ACTION

Breach of Fiduciary Duty

53. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

54. There exists a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendants Diocese of Brooklyn and Our Lady of Peace. This relationship is based on the entrustment of the Plaintiff while she was a minor child to the care and supervision of the agent or servant of the Defendants Diocese of Brooklyn and Our Lady of Peace. This entrustment of the Plaintiff to the care and supervision of the Defendants Diocese of Brooklyn and Our Lady of Peace, while the Plaintiff was a minor child, required the Defendants Diocese of Brooklyn and Our Lady of Peace to assume a fiduciary relationship and to act in the best interests of the Plaintiff, as well as to protect her while she was a minor and vulnerable child.

55. Pursuant to their fiduciary relationship, Defendants Diocese of Brooklyn and Our Lady of Peace were entrusted with the well-being, care, and safety of Plaintiff.

56. Pursuant to their fiduciary relationship, Defendants Diocese of Brooklyn

and Our Lady of Peace assumed a duty to act in the best interests of Plaintiff.

57. Defendants Diocese of Brooklyn and Our Lady of Peace breached their fiduciary duty to Plaintiff.

58. At all times material hereto, the actions and/or inactions of Defendants Diocese of Brooklyn and Our Lady of Peace were willful, wanton, malicious, reckless, negligent and outrageous in their disregard for the rights and safety of Plaintiff.

59. As a direct result of said conduct, Plaintiff has suffered and will continue to suffer the injuries and damages described herein.

60. Liabilities of Defendant Diocese of Brooklyn were transferred to, or assumed by, Defendant Diocese of Rockville Centre. As a result, Defendant Diocese of Rockville Centre is liable to the Plaintiff for the damages caused by Defendant Diocese of Brooklyn stated in this cause of action.

61. By reason of the foregoing, the Defendants are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

FIFTH CAUSE OF ACTION

Negligent Infliction of Emotional Distress

62. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

63. As described above, the actions of Defendants Diocese of Brooklyn and Our Lady of Peace, their agents, servants, and/or employees were conducted in a negligent and/or grossly negligent manner.

64. Defendants Diocese of Brooklyn's and Our Lady of Peace's actions endangered Plaintiff's safety and caused her to fear for her own safety.

65. As a direct and proximate result of Defendants Diocese of Brooklyn's and Our Lady of Peace's actions, which included but were not limited to negligent and/or grossly negligent conduct, Plaintiff suffered and will continue to suffer the severe injuries

and damages described herein, including but not limited to, mental and emotional distress.

66. Liabilities of Defendant Diocese of Brooklyn were transferred to, or assumed by, Defendant Diocese of Rockville Centre. As a result, Defendant Diocese of Rockville Centre is liable to the Plaintiff for the damages caused by Defendant Diocese of Brooklyn stated in this cause of action.

67. By reason of the foregoing, the Defendants are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

SIXTH CAUSE OF ACTION
Breach of Duty *in Loco Parentis*

68. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

69. While she was a minor, Plaintiff was entrusted by her parents to the control of the Defendants Diocese of Brooklyn and Our Lady of Peace, as well as directly to Father Berry, an agent or servant of Defendants Diocese of Brooklyn and Our Lady of Peace, for the purposes of *inter alia*, providing Plaintiff with appropriate guidance and an opportunity to enjoy educational and youth activities under responsible adult supervision. These Defendants owe – and owed – a duty to children entrusted to them to act *in loco parentis* and to prevent foreseeable injuries.

70. Defendants Diocese of Brooklyn and Our Lady of Peace breached their duty to act *in loco parentis*.

71. At all times material hereto, Defendants Diocese of Brooklyn's and Our Lady of Peace's actions were willful, wanton, malicious, reckless, negligent, grossly negligent and/or outrageous in their disregard for the rights and safety of Plaintiff.

72. As a direct result of Defendants Diocese of Brooklyn's and Our Lady of Peace's conduct, Plaintiff has suffered and will continue to suffer the injuries and

damages described herein.

73. Liabilities of Defendant Diocese of Brooklyn were transferred to, or assumed by, Defendant Diocese of Rockville Centre. As a result, Defendant Diocese of Rockville Centre is liable to the Plaintiff for the damages caused by Defendant Diocese of Brooklyn stated in this cause of action.

74. By reason of the foregoing, the Defendants are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the 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; and
- 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: December 24, 2019
New York, New York

Respectfully Submitted,

/s/ Paul J. Hanly, Jr.

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