

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

THE ARCHDIOCESE OF NEW YORK,

Plaintiff,

against

INSURANCE COMPANY OF NORTH AMERICA,
AGCS MARINE INSURANCE COMPANY (F/K/A
INTERSTATE INDEMNITY COMPANY), AIU
INSURANCE COMPANY, AMERICAN EMPIRE
SURPLUS LINES INSURANCE COMPANY (F/K/A
GREAT AMERICAN SURPLUS LINES INSURANCE
COMPANY), ARROWOOD INDEMNITY COMPANY
(SUCCESSOR-IN-INTEREST TO ROYAL INDEMNITY
COMPANY AND F/K/A ROYAL INSURANCE
COMPANY OF AMERICA), CONTINENTAL
INSURANCE COMPANY (SUCCESSOR-IN-INTEREST
TO FIDELITY AND CASUALTY COMPANY OF NEW
YORK AND NIAGARA FIRE INSURANCE
COMPANY), EXECUTIVE RISK INDEMNITY INC.
(SUCCESSOR-IN-INTEREST TO AMERICAN EXCESS
INSURANCE COMPANY), FEDERAL INSURANCE
COMPANY, FIREMAN’S FUND INSURANCE
COMPANY, FIRST STATE INSURANCE COMPANY,
GREAT AMERICAN ASSURANCE COMPANY (F/K/A
AGRICULTURAL INSURANCE COMPANY), GREAT
AMERICAN INSURANCE COMPANY OF NEW YORK
(F/K/A AMERICAN NATIONAL FIRE INSURANCE
COMPANY), GREAT NORTHERN INSURANCE
COMPANY, HARTFORD UNDERWRITERS
INSURANCE COMPANY (F/K/A NEW YORK
UNDERWRITERS INSURANCE COMPANY),
HUDSON INSURANCE COMPANY, INDEMNITY
INSURANCE COMPANY OF NORTH AMERICA
(F/K/A INA INSURANCE COMPANY), LEXINGTON
INSURANCE COMPANY, CERTAIN LONDON
MARKET COMPANIES, MARKEL AMERICAN
INSURANCE COMPANY, MUNICH REINSURANCE
AMERICA (F/K/A AMERICAN RE-INSURANCE
COMPANY), NATIONAL FIRE INSURANCE
COMPANY OF HARTFORD (SUCCESSOR-IN-
INTEREST TO TRANSCONTINENTAL INSURANCE
COMPANY), NATIONAL SURETY CORPORATION,
NATIONAL UNION FIRE INSURANCE COMPANY OF

Index No.:

Date Summons filed: June 28,
2019

SUMMONS

PITTSBURGH, PA (SUCCESSOR-IN-INTEREST TO LANDMARK INSURANCE COMPANY), OHIO CASUALTY INSURANCE COMPANY, PACIFIC EMPLOYERS INSURANCE COMPANY, ST. PAUL SURPLUS LINES INSURANCE COMPANY, TIG INSURANCE COMPANY (SUCCESSOR-IN-INTEREST TO INTERNATIONAL INSURANCE COMPANY), TWIN CITY FIRE INSURANCE COMPANY, CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, WESTCHESTER FIRE INSURANCE COMPANY, and VIGILANT INSURANCE COMPANY,

Defendants.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the attached complaint of the Plaintiff in this action and to serve a copy of your answer on the Plaintiff's attorneys at the address stated below.

If this summons was personally delivered to you in the State of New York, you must serve the answer within 20 days after service, excluding the day of service. If this summons was not personally delivered to you in the State of New York, you must serve the answer within 30 days after service of the summons is complete, as provided by law.

If you do not serve an answer to the attached complaint within the applicable time limitation stated above, a judgment may be entered against you, by default, for the relief demanded in the complaint.

The Plaintiff designates New York County as the place of trial.

The basis of venue is that one or more Defendants reside in New York County within the meaning of CPLR § 503.

Dated: New York, New York
June 28, 2019

BLANK ROME LLP



By: _____

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Counsel for the Archdiocese of New York.

TO:
AGCS Marine Insurance Company
225 W. Washington Street
Suite 1800
Chicago, Illinois 60606

AIU Insurance Company
175 Water Street
24th Floor
New York, New York 10038

American Empire Surplus Lines Insurance Company
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

Arrowood Indemnity Company
c/o Corporation Service Company

251 Little Falls Drive
Wilmington, Delaware 19808

Continental Insurance Company
100 Matsonford Road, Suite 200
Radnor, Pennsylvania 19087

Executive Risk Indemnity Inc.
c/o CT Corporation System
1209 Orange Street
Wilmington, Delaware 19801

Federal Insurance Company
c/o CT Corporation System
150 West Market Street, Suite 1800
Indianapolis, Indiana 46204

Fireman's Fund Insurance Company
c/o CT Corporation System
818 W 7th Street, Suite 930
Los Angeles, California 90017

First State Insurance Company
c/o CT Corporation System
67 Burnside Avenue
East Hartford, Connecticut 06106

Great American Assurance Company
301 East 4th Street
Cincinnati, Ohio 45202

Great American Insurance Company of New York
301 East 4th Street, 24th Floor
Cincinnati, Ohio 45202

Great Northern Insurance Company
c/o CT Corporation System
150 West Market Street, Suite 1800
Indianapolis, Indiana 46204

Hartford Underwriters Insurance Company
c/o CT Corporation System
67 Burnside Avenue
East Hartford, Connecticut 06108

Hudson Insurance Company
c/o The Corporation Trust Company

1209 Orange Street
Wilmington, Delaware 19801

Certain Underwriters at Lloyd's, London
c/o Mendes & Mount
750 Seventh Avenue
New York, New York 10019

Indemnity Insurance Company of North America
c/o CT Corporation System
600 North 2nd Street, Suite 401
Harrisburg, Pennsylvania 17101

Insurance Company of North America
c/o CT Corporation System
600 North 2nd Street, Suite 401
Harrisburg, Pennsylvania 17101

Lexington Insurance Company
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808

Lexington Insurance Company
Counsel, Legal Department
200 State Street
Boston, Massachusetts 02109

Certain London Market Companies
c/o Mendes & Mount
750 Seventh Avenue
New York, New York 10019

Markel American Insurance Company
c/o Richard R. Grinnan
4521 Highwoods Parkway
Glen Allen, Virginia 23060

Munich Reinsurance America
c/o Corporate Service Company
251 Little Falls Drive
Wilmington, Delaware 19808

National Fire Insurance Company of Hartford
151 N. Franklin Street
Chicago, Illinois 60606

National Surety Corporation
225 W. Washington Street, Suite 1800,
Chicago, Illinois 60606

National Union Fire Insurance Company of Pittsburgh, PA
c/o Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, Pennsylvania 17110

Ohio Casualty Insurance Company
c/o Corporation Service Company
10 Ferry Street, Suite 313
Concord, New Hampshire 03301

Pacific Employers Insurance Company
c/o CT Corporation System
600 North 2nd Street, Suite 401
Harrisburg, Pennsylvania 17101

St. Paul Surplus Lines Insurance Company
c/o The Prentice-Hall Corporation System, Inc.
251 Little Falls Drive
Wilmington, Delaware 19808

St. Paul Surplus Lines Insurance Company
c/o Nicholas Seminara, President
445 Minnesota Street, Suite 900
St. Paul, Minnesota 55101

TIG Insurance Company
c/o CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, California 90017

Twin City Fire Insurance Company
c/o CT Corporation System
150 West Market Street, Suite 800
Indianapolis, Indiana 46204

Westchester Fire Insurance Company
c/o CT Corporation System
600 North 2nd Street, Suite 401
Harrisburg, Pennsylvania 17110

Vigilant Insurance Company
55 Water Street
New York, New York 10041

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

THE ARCHDIOCESE OF NEW YORK,

Plaintiff,

against

INSURANCE COMPANY OF NORTH AMERICA, AGCS MARINE INSURANCE COMPANY (F/K/A INTERSTATE INDEMNITY COMPANY), AIU INSURANCE COMPANY, AMERICAN EMPIRE SURPLUS LINES INSURANCE COMPANY (F/K/A GREAT AMERICAN SURPLUS LINES INSURANCE COMPANY), ARROWOOD INDEMNITY COMPANY (SUCCESSOR-IN-INTEREST TO ROYAL INDEMNITY COMPANY AND F/K/A ROYAL INSURANCE COMPANY OF AMERICA), CONTINENTAL INSURANCE COMPANY (SUCCESSOR-IN-INTEREST TO FIDELITY AND CASUALTY COMPANY OF NEW YORK AND NIAGARA FIRE INSURANCE COMPANY), EXECUTIVE RISK INDEMNITY INC. (SUCCESSOR-IN-INTEREST TO AMERICAN EXCESS INSURANCE COMPANY), FEDERAL INSURANCE COMPANY, FIREMAN'S FUND INSURANCE COMPANY, FIRST STATE INSURANCE COMPANY, GREAT AMERICAN ASSURANCE COMPANY (F/K/A AGRICULTURAL INSURANCE COMPANY), GREAT AMERICAN INSURANCE COMPANY OF NEW YORK (F/K/A AMERICAN NATIONAL FIRE INSURANCE COMPANY), GREAT NORTHERN INSURANCE COMPANY, HARTFORD UNDERWRITERS INSURANCE COMPANY (F/K/A NEW YORK UNDERWRITERS INSURANCE COMPANY), HUDSON INSURANCE COMPANY, INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (F/K/A INA INSURANCE COMPANY), LEXINGTON INSURANCE COMPANY, CERTAIN LONDON MARKET COMPANIES, MARKEL AMERICAN INSURANCE COMPANY, MUNICH REINSURANCE AMERICA (F/K/A AMERICAN

Index No.

COMPLAINT

JURY TRIAL REQUESTED

RE-INSURANCE COMPANY), NATIONAL FIRE INSURANCE COMPANY OF HARTFORD (SUCCESSOR-IN-INTEREST TO TRANSCONTINENTAL INSURANCE COMPANY), NATIONAL SURETY CORPORATION, NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (SUCCESSOR-IN-INTEREST TO LANDMARK INSURANCE COMPANY), OHIO CASUALTY INSURANCE COMPANY, PACIFIC EMPLOYERS INSURANCE COMPANY, ST. PAUL SURPLUS LINES INSURANCE COMPANY, TIG INSURANCE COMPANY (SUCCESSOR-IN-INTEREST TO INTERNATIONAL INSURANCE COMPANY), TWIN CITY FIRE INSURANCE COMPANY, CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, WESTCHESTER FIRE INSURANCE COMPANY, and VIGILANT INSURANCE COMPANY,

Defendants.

Plaintiff the Archdiocese of New York (the "Archdiocese"), by and through its attorneys, brings this Complaint against Insurance Company of North America ("INA"), AGCS Marine Insurance Company (f/k/a Interstate Indemnity Company), AIU Insurance Company ("AIU"), American Empire Surplus Lines Insurance Company (f/k/a Great American Surplus Lines Insurance Company) ("American Empire"), Arrowood Indemnity Company (successor-in-interest to Royal Indemnity Company and f/k/a Royal Insurance Company of America) ("Arrowood Indemnity"), Continental Insurance Company (successor-in-interest to Fidelity and Casualty Company of New York and Niagara Fire Insurance Company) ("Continental"), Executive Risk Indemnity Inc. (successor-in-interest to American Excess Insurance Company) ("Executive Risk"), Federal Insurance Company ("Federal"), Fireman's Fund Insurance Company ("Fireman's Fund"), First State Insurance Company ("First State"), Great American Assurance Company (f/k/a Agricultural Insurance Company) ("Great American Assurance"), Great American Insurance Company of New York (f/k/a American National

Fire Insurance Company), Great Northern Insurance Company (“Great Northern”), Hartford Underwriters Insurance Company (f/k/a New York Underwriters Insurance Company) (“Hartford Underwriters”), Hudson Insurance Company (“Hudson”), Indemnity Insurance Company of North America (f/k/a INA Insurance Company) (“IINA”), Lexington Insurance Company (“Lexington”), certain London Market Companies, Markel American Insurance Company (“Markel”), Munich Reinsurance America (f/k/a American Re-Insurance Company) (“Munich Re”), National Fire Insurance Company of Hartford (successor-in-interest to Transcontinental Insurance Company) (“National Fire”), National Surety Corporation (“National Surety”), National Union Fire Insurance Company of Pittsburgh, PA (successor-in-interest to Landmark Insurance Company) (“National Union”), Ohio Casualty Insurance Company (“Ohio Casualty”), Pacific Employers Insurance Company (“Pacific Employers”), St. Paul Surplus Lines Insurance Company, TIG Insurance Company (successor-in-interest to International Insurance Company) (“TIG”), Twin City Fire Insurance Company (“Twin City”), certain Underwriters at Lloyd’s, London, Westchester Fire Insurance Company (“Westchester Fire”), and Vigilant Insurance Company (“Vigilant”) (collectively, the “Insurers”), and alleges as follows:

BACKGROUND

1. This is a civil action for declaratory judgment and breach of contract relating to the Insurers’ obligations pursuant to their respective insurance policies to provide coverage for claims and lawsuits against the Archdiocese based on allegations of childhood sexual abuse and to assist in compensating alleged victim-survivors.

2. The insurance coverage issues raised in this case not only affect the Archdiocese, but also other religious organizations, schools, hospitals, and other institutions throughout the State of New York. The resolution of such issues could significantly impact the ability

of such organizations to continue their operations and, at the same time, provide meaningful compensation to sexual abuse survivors.

3. On February 14, 2019, Governor Andrew Cuomo of New York signed into law the Child Victims Act (“CVA”). The CVA revives liability for claims based on sexual abuse that were previously barred by the statute of limitations. The CVA opens a one-year “window” for claimants to commence civil actions alleging revived sexual abuse claims. The “window” in New York opens in August 2019.

4. Prior to the enactment of the CVA, the Archdiocese undertook significant efforts to address allegations of sexual abuse. As part of these efforts, the Archdiocese announced in 2016 its Independent Reconciliation and Compensation Program (“IRCP”). Through the IRCP, the Archdiocese addressed the allegations of sexual abuse of more than 300 victim-survivors of abuse.

5. Despite these efforts, the Archdiocese is among the many institutions in New York that face potential liability due to the CVA for revived sexual abuse claims. The CVA permits claimants who did not participate in the Archdiocese’s IRCP to bring revived claims and suits against the Archdiocese alleging that the Archdiocese is liable for damages stemming from its purported negligence based on alleged sexual abuse of minors by clergy members. Although the “window” has not opened, alleged victim-survivors have prematurely begun filing petitions and/or lawsuits against the Archdiocese, which will become effective once the “window” opens.

6. The Archdiocese purchased liability insurance policies from the Insurers, paying premiums over the years. The Insurers are obligated to provide coverage to the Archdiocese and other insureds under the liability policies for claims and lawsuits alleging sexual abuse and physical abuse.

7. On information and belief, the Insurers, however, intend to dispute, limit, and/or deny coverage for claims and lawsuits alleging sexual abuse and physical abuse alleged against the Archdiocese, and certain Insurers have informed the Archdiocese that they intend to raise numerous

defenses to providing coverage.

THE PARTIES

8. The Archdiocese has been in existence since 1808 when it was canonically established as an unincorporated Catholic diocese by the Holy See of the Roman Catholic Church. Later established as an archdiocese by the Holy See, the Archdiocese of New York was incorporated under the New York Religious Corporations Law in 1981. The Archdiocese is comprised of ten counties—New York, Bronx, and Richmond counties in New York City and seven counties in the northern suburbs: Westchester, Rockland, Orange, Putnam, Dutchess, Ulster, and Sullivan counties. There are numerous separate not-for-profit corporations within the geographical boundaries of the Archdiocese that engage in religious, charitable and educational activities. These services range from hospital and medical care to helping homeless families with meals, emergency shelter, and affordable housing. Approximately 300 incorporated parishes and approximately 200 schools operate and provide services within this region, as well.

9. Upon information and belief, Interstate Indemnity Company changed its name to AGCS Marine Insurance Company, which is a corporation organized under the laws of Illinois with its principal place of business in Chicago, Illinois and is licensed to operate in the State of New York. Upon information and belief, Interstate Indemnity Company sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

10. Upon information and belief, AIU is a corporation organized under the laws of New York with its principal place of business in New York, New York. Upon information and belief, AIU is licensed to operate in the State of New York and sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

11. Upon information and belief, Great American Surplus Lines Insurance Company

changed its name to American Empire, which is a corporation organized under the laws of Delaware with its principal place of business in Cincinnati, Ohio. Upon information and belief, Great American Surplus Lines Insurance Company sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

12. Upon information and belief, Royal Indemnity Company merged into, and Royal Insurance Company of America changed its name to, Arrowood Indemnity, which is a corporation organized under the laws of Delaware with its principal place of business in Charlotte, North Carolina and is licensed to operate in the State of New York. Upon information and belief, Royal Indemnity Company and Royal Insurance Company of America sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse. Arrowood Indemnity is a member of the Chubb Group of Insurance Companies.

13. Upon information and belief, Fidelity and Casualty Company of New York and Niagara Fire Insurance Company merged into Continental, which is a corporation organized under the laws of Pennsylvania with its principal place of business in Chicago, Illinois and is licensed to operate in the State of New York. Upon information and belief, Fidelity and Casualty Company of New York and Niagara Fire Insurance Company sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

14. Upon information and belief, Executive Risk is a corporation organized under the laws of Delaware with its principal place of business in Wilmington, Delaware. Upon information and belief, Executive Risk is licensed to operate in the State of New York and is a successor-in-interest to Executive Re Indemnity Inc., which is a successor-in-interest to ERIC Reinsurance Company, which is a successor-in-interest to American Excess Insurance Company, which sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-

survivors allege abuse. Executive Risk is a member of the Chubb Group of Insurance Companies.

15. Upon information and belief, Federal is a corporation organized under the laws of Indiana with its principal place of business in Indianapolis, Indiana. Upon information and belief, Federal is licensed to operate in the State of New York, and sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse. Federal is a member of the Chubb Group of Insurance Companies.

16. Upon information and belief, Fireman's Fund is a corporation organized under the laws of California with its principal place of business in Chicago, Illinois. Upon information and belief, Fireman's Fund sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

17. Upon information and belief, First State is a corporation organized under the laws of Connecticut with its principal place of business in Boston, Massachusetts. Upon information and belief, First State sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

18. Upon information and belief, Agricultural Insurance Company changed its name to Great American Assurance, which is a corporation organized under the laws of Ohio with its principal place of business in Cincinnati, Ohio and is licensed to operate in the State of New York. Upon information and belief, Agricultural Insurance Company sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

19. Upon information and belief, American National Fire Insurance Company changed its name to Great American Insurance Company of New York, which is a corporation organized under the laws of New York with its principal place of business in Cincinnati, Ohio. Upon information and belief, American National Fire Insurance Company sold insurance policies providing

coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

20. Upon information and belief, Great Northern is a corporation organized under the laws of Indiana with its principal place of business in Indianapolis, Indiana. Upon information and belief, Great Northern is licensed to operate in the State of New York, and sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse. Great Northern is a member of the Chubb Group of Insurance Companies.

21. Upon information and belief, New York Underwriters Insurance Company changed its name to Hartford Underwriters, which is a corporation organized under the laws of Connecticut with its principal place of business in Hartford, Connecticut and is licensed to operate in the State of New York. Upon information and belief, New York Underwriters Insurance Company sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

22. Upon information and belief, Hudson is a corporation organized under the laws of Delaware with its principal place of business in New York, New York. Upon information and belief, Hudson is licensed to operate in the State of New York and sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

23. Upon information and belief, INA Insurance Company changed its name to IINA, which is a corporation organized under the laws of Pennsylvania with its principal place of business in Philadelphia, Pennsylvania and is licensed to operate in the State of New York. Upon information and belief, INA Insurance Company and IINA sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

24. Upon information and belief, INA is a corporation organized under the laws of Pennsylvania with its principal place of business in Philadelphia, Pennsylvania and is licensed to operate in the State of New York. Upon information and belief, INA sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse. INA is a member of the Chubb Group of Insurance Companies.

25. Upon information and belief, Lexington is a corporation organized under the laws of Delaware with its principal place of business in Boston, Massachusetts. Upon information and belief, Lexington sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

26. Upon information and belief, certain London Market Companies that subscribed to liability policies that the Archdiocese purchased through Arthur J. Gallagher & Co. and its affiliates are organized under the laws of the United Kingdom with their principal places of business in London, England. Upon information and belief, London Market Companies sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

27. Upon information and belief, Markel is a corporation organized under the laws of Virginia with its principal place of business in Glenn Allen, Virginia. Upon information and belief, Markel is licensed to operate in the State of New York and sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

28. Upon information and belief, American Re-Insurance Company changed its name to Munich Re, which is a corporation organized under the laws of Delaware with its principal place of business in New Jersey and is licensed to operate in the State of New York. Upon information and belief, American Re-Insurance Company sold insurance policies providing coverage to the

Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

29. Upon information and belief, Transcontinental Insurance Company merged with National Fire, which is a corporation organized under the laws of Illinois with its principal place of business in Chicago, Illinois and is licensed to operate in the State of New York. Upon information and belief, Transcontinental Insurance Company sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

30. Upon information and belief, National Surety is a corporation organized under the laws of Illinois with its principal place of business in Chicago, Illinois. Upon information and belief, National Surety is licensed to operate in the State of New York and sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

31. Upon information and belief, Landmark Insurance Company merged with National Union, which is a corporation organized under the laws of Pennsylvania with its principal place of business in Harrisburg, Pennsylvania. Upon information and belief, National Union is licensed to operate in the State of New York. Upon information and belief, National Union and Landmark Insurance Company sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

32. Upon information and belief, Ohio Casualty is a corporation organized under the laws of New Hampshire with its principal place of business in Boston, Massachusetts. Upon information and belief, Ohio Casualty is licensed to operate in the State of New York and sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

33. Upon information and belief, Pacific Employers is a corporation organized under the laws of Pennsylvania with its principal place of business in Philadelphia, Pennsylvania.

Upon information and belief, Pacific Employers is licensed to operate in the State of New York and sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse. Pacific Employers is a member of the Chubb Group of Insurance Companies.

34. Upon information and belief, International Insurance Company merged into TIG, which is a corporation organized under the laws of California with its principal place of business in Manchester, New Hampshire and is licensed to operate in the State of New York. Upon information and belief, International Insurance Company sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

35. Upon information and belief, Twin City is a corporation organized under the laws of Indiana with its principal place of business in Hartford, Connecticut. Upon information and belief, Twin City is licensed to operate in the State of New York and sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

36. Upon information and belief, St. Paul Surplus Lines Insurance Company is a corporation organized under the laws of Delaware with its principal place of business in Hartford, Connecticut. Upon information and belief, St. Paul Surplus Lines Insurance Company sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse.

37. Upon information and belief, certain Underwriters at Lloyd's, London that subscribed to liability policies that the Archdiocese purchased through Arthur J. Gallagher & Co. and its affiliates are organized under the laws of the United Kingdom with their principal places of business in London, England. Upon information and belief, certain Underwriters at Lloyd's, London sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during

which the victim-survivors allege abuse.

38. Upon information and belief, Westchester Fire is a corporation organized under the laws of Pennsylvania with its principal place of business in Philadelphia, Pennsylvania. Upon information and belief, Westchester Fire is licensed to operate in the State of New York and sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse. Westchester Fire is a member of the Chubb Group of Insurance Companies.

39. Upon information and belief, Vigilant is a corporation organized under the laws of New York with its principal place of business in Philadelphia, Pennsylvania. Upon information and belief, Vigilant is licensed to operate in the State of New York and sold insurance policies providing coverage to the Archdiocese in New York for certain time frames during which the victim-survivors allege abuse. Vigilant is a member of the Chubb Group of Insurance Companies.

JURISDICTION AND VENUE

40. This matter falls within this Court's general original jurisdiction pursuant to Judiciary Law § 140-b and Article VI, § 7 of the New York Constitution.

41. This Court has personal jurisdiction over the Insurers pursuant to N.Y. C.P.L.R. §§ 301, 302(a), and 311. At all times relevant herein, the Insurers transacted business within the State of New York and contracted to provide services within this State by insuring risks in New York.

42. The Commercial Division of this Court has jurisdiction over this action pursuant to § 202.70 of the Rules of the Commercial Division in that the matter in controversy, exclusive of punitive damages, interest, costs, disbursements, and counsel fees claimed, exceeds \$500,000, and involves the claims of declaratory relief and breach of contract.

43. Venue is proper in this Court pursuant to N.Y. C.P.L.R. § 503 inasmuch as the Archdiocese has its principal place of business in New York County.

INSURANCE POLICIES PURCHASED BY THE ARCHDIOCESE

44. Upon information and belief, at various times from at least 1954 to the present, in consideration of premiums paid by or on behalf of the Archdiocese, the Insurers, among others, sold or acquired responsibility for primary general liability insurance policies, as well as certain umbrella and/or excess liability policies, including the policies listed in the attached Exhibit A (collectively, the “Insurance Policies”). The Insurance Policies provide coverage for the Archdiocese and, as indicated in the policies, certain incorporated parishes, schools, and other Roman Catholic entities as listed in the Official Catholic Directory and which lie within the Archdiocese’s territory.

45. Upon information and belief, the Insurance Policies provide valuable coverage for damages that the insured becomes legally obligated to pay through judgments or settlements because of bodily injury, including settlements or judgments based on claims and lawsuits alleging sexual abuse and physical abuse.

46. Upon information and belief, many of the Insurance Policies also require the Insurers to pay defense costs and expenses, including attorney’s fees, incurred by the insured in the investigation and defense of allegations by victim-survivors. This obligation applies even if the allegations are groundless, false, or fraudulent.

47. Upon information and belief, the Archdiocese timely paid all premiums due under the Insurance Policies.

THE IRCP

48. In or about October 2016, the Archbishop of New York announced the Independent Reconciliation and Compensation Program or, as it is referred to herein, the IRCP as part of its ongoing effort to bring healing and provide compensation to the victim-survivors who allegedly suffered sexual abuse as a minor by a priest or deacon of the Archdiocese.

49. The program was independently administered by Mr. Kenneth Feinberg. Mr.

Feinberg and his colleagues had complete autonomy in assessing the allegations and determining compensation for participating victim-survivors, if any, and the Archdiocese has abided by their determinations.

50. As of April 2019, 323 victim-survivors of abuse have participated in the IRCP, and have received approximately \$65 million in compensation. The victim-survivors who voluntarily participated in the IRCP provided full releases to the Archdiocese.

CVA AND SEXUAL ABUSE CLAIMS

51. Over the past several years, a number of states have passed so-called “window” statutes to allow claimants to assert previously time-barred claims alleging sexual abuse against schools, religious institutions, and other organizations that employed or supervised perpetrators. In such states, numerous claimants have brought suits, exposing defendants to enormous liabilities.

52. Efforts in New York State have been underway for many years to pass a statute reviving the statute of limitations for time-barred claims of sexual abuse.

53. As a result of these efforts, it was widely believed that New York would eventually pass a statute allowing sexual abuse victims to bring time-barred suits. Indeed, New York passed the CVA, which was signed by Governor Cuomo on February 14, 2019.

54. The CVA allows claimants to file suits alleging sexual abuse that were previously barred by the statute of limitations by reopening the statute of limitations for a one-year period. The one-year “window” in New York opens in August 2019.

55. If the experience in other jurisdictions that have passed “window” statutes is any indication, when the one-year “window” opens pursuant to the CVA, numerous claimants who did not participate in the IRCP will likely assert claims and file suits against the Archdiocese alleging sexual abuse and physical abuse and seeking damages.

56. As a result of the CVA, the Archdiocese faces substantial potential liability for

damages for alleged injury from sexual abuse and physical abuse.

NORMAN SUIT

57. Although the “window” has not opened, individuals alleging claims based on sexual abuse against the Archdiocese have prematurely begun to file actions, which will become effective once the “window” opens.

58. On or about April 18, 2019, the Archdiocese was served with a lawsuit entitled *John Michael Norman v. Archdiocese of New York, et al.*, which was filed in the Supreme Court of the State of New York, County of New York (the “Norman Suit”). A copy of the summons and complaint for the Norman Suit is attached as Exhibit B.

59. The Norman Suit alleges negligence claims against the Archdiocese based on allegations that two clergy members sexually abused the claimant.

60. The Norman Suit alleges that Father Arthur N. Fernando (“Father Fernando”) abused the claimant from approximately 1972 through approximately 1973.

61. The Norman Suit alleges that Rev. Monsignor Jeremiah Brennan (“Monsignor Brennan”) abused the claimant for six months during 1974.

62. The Norman Suit alleges claims against the Archdiocese sounding in negligence, including (1) “Negligent Hiring/Retention/Supervision/Direction,” (2) “Negligence/Gross Negligence,” and (3) “Negligent Infliction of Emotional Distress.”

63. In support of the negligence claims, the Norman Suit sets forth alternative allegations regarding the Archdiocese’s alleged knowledge of the abuse. For example, the Norman Suit alleges that the Archdiocese “knew and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Father Fernando and Monsignor Brennan who sexually abused Plaintiff.” Ex. B ¶ 21. Similarly, the Norman Suit alleges that the Archdiocese’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.” *Id.* ¶ 46; *see also id.* ¶ 80.

64. During the period of the alleged abuse, INA insured the Archdiocese pursuant to primary and excess insurance policies, some or all of which included a duty to defend. For example, INA Policy GLP 336428, whose policy period runs from September 7, 1972 to January 1, 1974, states that INA has the duty to defend “even if the allegations of the suit are groundless, false, or fraudulent.” The duty to defend arises whenever any of the allegations within the four corners of the underlying complaint potentially give rise to a covered claim.

65. On or about April 29, 2019, the Archdiocese provided notice to INA pursuant to the Insurance Policies for which INA is responsible (“INA Insurance Policies”) of the Norman Suit and provided a copy of the summons and complaint to INA.

66. On or about May 14, 2019, Chubb North America (“Chubb”), on behalf of INA, sent a letter denying any obligation to defend or indemnify the Archdiocese against the Norman Suit (the “Denial Letter”). A copy of the Denial Letter is attached as Exhibit C. As the Denial Letter shows, Chubb and INA relied exclusively on the allegations in the Norman Suit to formulate their coverage position.

67. The Denial Letter states that the underlying “Plaintiff alleges to have sustained injury that was expected and/or intended from the standpoint of the Archdiocese. These allegations do not give rise to an ‘occurrence’ under the INA Policies.”

68. Based on its determination that the Norman Suit solely alleged expected or intended injury, Chubb and INA denied that INA had any duty to defend the Archdiocese against the Norman Suit, stating that “Chubb has no defense and no indemnification obligations in connection with the Norman Action and denies coverage accordingly.”

69. Chubb and INA lack a reasonable basis to deny the duty to defend the

Archdiocese against the Norman Suit and ignore the terms of the Insurance Policies. The Norman Suit does not allege that the Archdiocese unequivocally expected or intended all of the alleged injury. Instead, the Norman Suit makes alternative allegations that the Archdiocese knew *or* should have known of the improper conduct of Father Fernando and Monsignor Brennan. The Norman Suit thus seeks to hold the Archdiocese liable even though the Archdiocese may not have expected or intended, or even had notice or knowledge of, the alleged abuse.

70. Chubb and INA ignore that the Norman Suit does not identify who at the Archdiocese might have known of the abuse, what information was known to the Archdiocese, or when the Archdiocese was notified of the abuse. Chubb admits in the Denial Letter that the Norman Suit fails to “allege or discuss whether such information [about the alleged abuse] was ever received by the Archdiocesan Service Corporation.”

71. To the extent that the Norman Suit alleges that the Archdiocese had knowledge of the alleged abuse, the Norman Suit fails even to allege that the Archdiocese actually knew or received notice of Father Fernando’s or Monsignor Brennan’s pedophilic propensities prior to the alleged abuse, thus leaving open the possibility that the Archdiocese neither expected nor intended the abuse, if at all, until some point after it started.

72. Chubb and INA also ignore that the Norman Suit does not allege that the Archbishop expected or intended the alleged abuse. Indeed, there has been no judicial determination that the Archbishop expected or intended the alleged abuse. Accordingly, whether the injury alleged in the Norman Suit was expected or intended is a question of fact and INA must defend the Archdiocese unless and until a court determines by a final, non-appealable judgment that the Archbishop expected or intended the alleged abuse.

73. Chubb and INA ignore the provision of the INA Insurance Policies that provides that “Assault and Battery shall be deemed an occurrence unless committed by or at the direction of the

Insured” The Norman Suit, however, does not allege that the sexual abuse was committed by or at the direction of the Archdiocese.

74. Contrary to Chubb’s and INA’s contentions, the allegations within the four corners of the Norman Suit do not unequivocally allege that the Archdiocese expected or intended all of the alleged abuse. INA, therefore, has a duty to defend the Archdiocese.

COVERAGE DISPUTE

75. The Archdiocese has fulfilled all of its duties and conditions under each of the Insurance Policies, including cooperating with the Insurers’ reasonable requests.

76. The Archdiocese is entitled to all benefits provided by the Insurance Policies.

77. On information and belief, the Insurers intend to dispute, limit, or deny coverage for sexual abuse claims and lawsuits asserted against the Archdiocese as result of the CVA.

COUNT I

Declaratory Judgment Against All Insurers – Sexual Abuse Claims

78. The Archdiocese repeats and re-alleges each and every allegation contained in paragraphs 1 through 77 above with the same force and effect as though fully set forth herein.

79. The Archdiocese seeks a judicial determination of the rights and duties of the Archdiocese and the Insurers with respect to an actual controversy arising out of the Insurance Policies.

80. Pursuant to the terms of the Insurance Policies, the Insurers agreed to provide coverage for damages because of bodily injury, and defense costs and expenses.

81. The claims and lawsuits alleging sexual abuse and physical abuse that will be asserted against the Archdiocese when the “window” opens, and the significant potential liability arising out of such claims and lawsuits, implicate the Insurance Policies, including the umbrella and excess Insurance Policies.

82. An actual controversy of a justiciable nature presently exists between the Archdiocese and the Insurers regarding the proper construction of the Insurance Policies and the rights and obligations of the parties thereto. The controversy is of sufficient immediacy and magnitude to justify the issuance of a declaratory judgment.

83. The issuance of declaratory relief by this Court will terminate some or all of the existing controversy between the parties.

COUNT II

Breach of Contract Against INA

84. The Archdiocese repeats and re-alleges each and every allegation contained in paragraphs 1 through 84 above with the same force and effect as though fully set forth herein.

85. The Archdiocese incurred damages under the Insurance Policies for which INA is responsible.

86. The INA Insurance Policies are valid and enforceable contracts providing insurance coverage for the damages incurred by the Archdiocese.

87. The Archdiocese has given timely notice.

88. The Archdiocese substantially performed all material obligations on its part to be performed under the INA Insurance Policies.

89. INA has refused to accept its legal obligations to provide coverage for allegations and claims of sexual abuse against the Archdiocese.

90. INA's failure and refusal to make payments due under the Insurance Policies constitute a breach of the Insurance Policies.

91. As a direct and proximate result of INA's breach of the INA Insurance Policies, the Archdiocese is suffering damages equal to the sums it would be entitled to recover as benefits under the INA Insurance Policies.

COUNT III

Bad Faith Against INA

92. The Archdiocese repeats and re-alleges each and every allegation contained in paragraphs 1 through 91 above with the same force and effect as though fully set forth herein.

93. INA breached its duty to defend when it refused to defend the Archdiocese against the Norman Suit.

94. INA's breach of its duty to defend on the basis of expected or intended injury lacked any arguable basis and constituted a bad faith denial of coverage. No reasonable insurance company would, under the facts alleged in the Norman Suit, be expected to assert expected or intended injury as the basis for denying its duty to defend the Archdiocese. INA's baseless denial of coverage and utter failure to investigate the claim amounted to complete abandonment of its insured and deprives the Archdiocese of the benefits of the liability coverage for which it paid premiums.

95. As a direct and proximate result of INA's bad faith breach of its duty to defend, the Archdiocese has been forced to retain counsel and to prosecute this coverage action against INA and has incurred and will continue to incur attorneys' fees, costs, and disbursements.

PRAYER FOR RELIEF

WHEREFORE, the Archdiocese prays for judgment as follows:

1. On Count I, the Archdiocese requests that this Court enter a declaratory judgment in favor of the Archdiocese against each of the Insurers;

2. On Count II, the Archdiocese requests that this Court enter a judgment awarding the payment of damages in an amount equal to the amount owed under the INA Insurance Policies, to be proven at trial, as well as pre- and post-judgment interest;

3. On Count III, the Archdiocese requests that this Court enter a judgment awarding its attorneys' fees, costs, and disbursements in connection with INA's bad faith refusal to

defend the Archdiocese against the Norman Suit, in an amount to be proven at trial, as well as pre- and post-judgment interest;

4. Additionally, the Archdiocese requests such other and further relief as this Court may deem just and proper.

JURY DEMAND

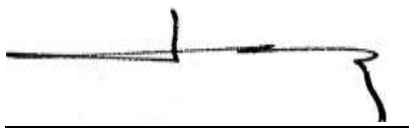
The Archdiocese requests a trial by jury on any issue so triable.

Dated: New York, New York
June 28, 2019

Respectfully submitted,

BLANK ROME LLP

By: _____


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Jared Zola
Robyn L. Michaelson
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Counsel for the Archdiocese of New York

Exhibit A

Exhibit A: List of Insurers and Policy Numbers

| Policy Period | Policy No. | Insurer |
|---------------------|---------------------------|--|
| 09/07/56 – 09/07/57 | RPL 539 | Indemnity Insurance Company of North America |
| 09/07/57 – 09/07/58 | RPL 556 / 9CGL RPL-556 | Indemnity Insurance Company of North America |
| 09/07/58 – 09/07/59 | RPL 576 / 9CGL115127 | Indemnity Insurance Company of North America |
| 09/07/59 – 09/07/60 | RPL 589 / 9CGL122753 | Indemnity Insurance Company of North America |
| 09/07/60 – 09/07/61 | 9CGL 135435 | Indemnity Insurance Company of North America / Insurance Company of North America |
| 09/07/61 – 09/07/62 | CGL 188382 | Indemnity Insurance Company of North America / Insurance Company of North America |
| 09/07/62 – 09/07/63 | CGL 200700 | Indemnity Insurance Company of North America / Insurance Company of North America |
| 09/07/63 – 09/07/64 | CGL 210551 | Indemnity Insurance Company of North America / Insurance Company of North America |
| 09/07/64 – 09/07/65 | CGL 230900 | Indemnity Insurance Company of North America / Insurance Company of North America |
| 09/07/65 – 09/07/66 | CGL 245096 | Insurance Company of North America |
| 09/07/66 – 09/07/67 | CGL 259804 | Insurance Company of North America |
| 09/07/66 – 09/07/67 | XBC40706 | Insurance Company of North America |
| 09/07/67 – 09/07/68 | GLP 064960 | Insurance Company of North America |
| 09/07/67 – 09/07/68 | XBC40706 | Insurance Company of North America |
| 09/07/68 – 09/07/69 | GLP 157396 | Insurance Company of North America |
| 09/07/68 – 09/07/69 | XBC40706 | Insurance Company of North America |
| 09/07/69 – 09/07/70 | GLP 200095 | Insurance Company of North America |
| 09/07/69 – 09/07/70 | XBC42696 | Insurance Company of North America |
| 09/07/70 – 09/07/71 | GLP 266251 | Insurance Company of North America |
| 09/07/70 – 09/07/71 | XBC42696 | Insurance Company of North America |
| 09/07/71 – 09/07/72 | GLP 300999 | Insurance Company of North America |
| 09/07/71 – 09/07/72 | XBC42696 | Insurance Company of North America |
| 09/07/72 – 01/01/74 | GLP 336428 | Insurance Company of North America |
| 09/07/72 – 01/01/74 | XBC45056 | Insurance Company of North America |
| 01/01/74 – 05/15/75 | GLP 468015 | Insurance Company of North America |
| 01/01/74 – 05/15/75 | XBC46449 | Insurance Company of North America |

Exhibit A: List of Insurers and Policy Numbers

| | | |
|---------------------|--|--|
| 05/15/75 – 09/01/78 | Cover Note No. SL3015 | Underwriters at Lloyd's, London |
| 05/15/75 – 09/01/78 | Cover Note No. SLC5022 | London Market Companies |
| 05/15/75 – 05/15/78 | Policy / Certificate No. MW22475 Contract No. NMC1014 | Underwriters at Lloyd's, London |
| 05/15/75 – 05/15/78 | Cover Note / Policy / Certificate No. MC6632 / Contract No. NMC1014 | London Market Companies |
| 05/15/75 – 05/15/78 | Cover Note No. SL3016 | Underwriters at Lloyd's, London |
| 05/15/75 – 05/15/78 | Cover Note No. SLC5023 | London Market Companies |
| 05/15/75 – 05/15/78 | Cover Note No. SL3017 | Underwriters at Lloyd's, London |
| 05/15/75 – 05/15/78 | Cover Note No. SLC5024 | London Market Companies |
| 06/25/77 – 09/01/78 | Cover Note / Policy / Certificate No. SL3213 / Contract No. GHV015/677 | Underwriters at Lloyd's, London |
| 06/25/77 – 09/01/78 | Cover Note No. SLC5268 / Contract No. GHV015/677 | London Market Companies |
| 05/15/78 – 09/01/78 | 926702 | First State Insurance Company |
| 05/15/78 – 09/01/78 | Cover Note No. SL3359 / Contract No. GHV015/878 | Underwriters at Lloyd's, London |
| 05/15/78 – 09/01/78 | Cover Note No. SLC5372 / Contract No. GHV015/878 | London Market Companies |
| 09/01/78 – 09/01/79 | EUR4000780 | American Re-Insurance Company |
| 09/01/78 – 09/01/79 | 394XLX1054624 | Fireman's Fund Insurance Company |
| 09/01/79 – 09/01/80 | EUL5070376 | American Excess Insurance Co. |
| 09/01/79 – 09/01/80 | 394XLX1391201 | Fireman's Fund Insurance Company |
| 09/01/79 – 09/01/80 | EUL5080445 | American Excess Insurance Company |
| 09/01/80 – 09/01/81 | EUL5081554 | American Excess Insurance Company |
| 09/01/80 – 02/01/81 | 394XLX1392266 | Fireman's Fund Insurance Company |
| 09/01/80 – 09/01/81 | EUL5080445 | American Excess Insurance Company |
| 02/01/81 – 09/01/81 | ULP5831593 | American Excess Insurance Company |
| 02/01/81 – 09/01/81 | 5522554 | Lexington Insurance Company |
| 09/01/81 – 09/01/82 | MP 3519 22 79 | Great Northern Insurance Co. |
| 08/07/81 – 08/31/82 | 1CX00912 | Great American Surplus Lines Insurance Company |
| 08/07/81 – 08/31/82 | ULP5807432 | American Excess Insurance Company |

Exhibit A: List of Insurers and Policy Numbers

| | | |
|---------------------|---------------|--|
| 08/08/81 – 08/31/82 | 5522823 | Lexington Insurance Company |
| 09/01/82 – 09/01/83 | MP 3519 22 79 | Great Northern Insurance Company |
| 08/31/82 – 08/31/83 | 2CX01229 | Great American Surplus Lines Insurance Company |
| 09/01/82 – 09/01/83 | ULP5869393 | American Excess Insurance Company |
| 08/31/82 – 08/31/83 | FE4001408 | Landmark Insurance Company |
| 09/01/83 – 09/01/84 | MP 3519 22 79 | Great Northern Insurance Company |
| 08/31/83 – 08/31/84 | 3CX01229 | Great American Surplus Lines Insurance Company |
| 08/31/83 – 08/31/84 | 97WXU117013S | Twin City Fire Insurance Company |
| 09/01/83 – 09/01/84 | 5220285786 | International Insurance Company |
| 09/01/84 – 09/01/85 | MP 3519 22 79 | Great Northern Insurance Company |
| 08/31/84 – 08/31/85 | 4CX01770 | Great American Surplus Lines Insurance Company |
| 08/31/84 – 12/27/84 | Not Stated | New York Underwriters Insurance Company |
| 12/27/84 – 08/31/85 | HN01716 | Hudson Insurance Company |
| 09/01/84 – 09/01/85 | 5220406368 | International Insurance Company |
| 09/01/85 – 09/01/86 | MP 3519 22 79 | Great Northern Insurance Company |
| 09/26/85 – 08/07/86 | 5CX02259 | Great American Surplus Lines Insurance Company |
| 09/01/86 – 09/01/87 | MP 3519 22 79 | Great Northern Insurance Company |
| 08/07/86 – 02/15/87 | 6CX03467 | Great American Surplus Lines Insurance Company |
| 09/01/86 – 09/01/87 | 55U0001258 | Interstate Indemnity Company |
| 01/09/87 – 09/01/87 | 79375505 | Federal Insurance Company |
| 09/01/87 – 09/01/88 | MP 3519 22 79 | Great Northern Insurance Company |
| 09/01/88 – 09/01/89 | 73159209 | Federal Insurance Company |
| 09/01/89 – 09/01/90 | XMO031311 | Pacific Employers Insurance Company |
| 09/01/89 – 09/01/90 | RHA000965 | Royal Indemnity Company |
| 09/01/89 – 09/01/90 | LCO5520187 | St. Paul Surplus Lines Insurance Company |
| 09/01/89 – 09/01/90 | ERX000283 | Niagara Fire Insurance Company |
| 09/01/90 – 09/01/91 | XMO032582 | Pacific Employers Insurance Company |
| 09/01/90 – 09/01/91 | RHA002408 | Royal Indemnity Company |
| 09/01/90 – 09/01/91 | ERX000370 | Niagara Fire Insurance Co. |

Exhibit A: List of Insurers and Policy Numbers

| | | |
|---------------------|--------------|---|
| 09/01/91 – 09/01/92 | XMO032657 | Pacific Employers Insurance Company |
| 09/01/91 – 09/01/92 | RHA003989 | Royal Indemnity Company |
| 09/01/91 – 09/01/92 | 5312048211 | International Insurance Company |
| 09/01/91 – 09/01/92 | 8654032 | Lexington Insurance Company |
| 09/01/92 – 09/01/93 | EXS730546300 | Agricultural Insurance Company |
| 09/01/92 – 09/01/93 | RHA005563 | Royal Indemnity Company |
| 09/01/92 – 09/01/93 | 5312058417 | International Insurance Company |
| 09/01/92 – 09/01/93 | 8654973 | Lexington Insurance Company |
| 09/01/93 – 09/01/94 | RHA006945 | Royal Indemnity Company |
| 09/01/93 – 09/01/94 | 5312068533 | Westchester Fire Insurance Company |
| 09/01/93 – 09/01/94 | 8667860 | Lexington Insurance Company |
| 09/01/93 – 09/01/94 | RHA006946 | Royal Indemnity Company |
| 09/01/94 – 09/01/95 | CUS200432 | Westchester Fire Insurance Company |
| 09/01/94 – 09/01/95 | RHA008305 | Royal Indemnity Company |
| 09/01/94 – 09/01/95 | CXU001864 | Fidelity and Casualty Company of New York |
| 09/01/94 – 09/01/95 | 8780317 | Lexington Insurance Company |
| 09/01/94 – 09/01/95 | RHA008304 | Royal Indemnity Company |
| 09/01/94 – 09/01/95 | CXU001865 | Fidelity and Casualty Company of New York |
| 09/01/95 – 09/01/96 | CUS200551 | Westchester Fire Insurance Company |
| 09/01/95 – 09/01/96 | RHA009578 | Royal Indemnity Company |
| 09/01/95 – 09/01/96 | 3099137 | National Union Fire Insurance Co. of Pittsburgh, PA |
| 09/01/95 – 09/01/96 | RHA009577 | Royal Indemnity Company |
| 09/01/95 – 09/01/96 | 8784727 | Lexington Insurance Company |
| 09/01/95 – 09/01/96 | CXU001996 | Fidelity & Casualty Company of New York |
| 09/01/96 – 09/01/97 | CUS201364 | Westchester Fire Insurance Company |
| 09/01/96 – 09/01/97 | PHA010611 | Royal Insurance Company of America |
| 09/01/96 – 09/01/97 | 3461722 | AIU Insurance Company |
| 09/01/96 – 09/01/97 | 8893106 | Lexington Insurance Company |
| 09/01/96 – 09/01/97 | PHA010610 | Royal Insurance Company of America |

Exhibit A: List of Insurers and Policy Numbers

| | | |
|---------------------|---------------|---|
| 09/01/96 – 09/01/97 | CXU157338541 | Transcontinental Insurance Company |
| 09/01/97 – 09/01/99 | CUS201733 | Westchester Fire Insurance Company |
| 09/01/97 – 09/01/98 | PHA011590 | Royal Insurance Company of America |
| 09/01/97 – 09/01/98 | 3461772 | AIU Insurance Company |
| 09/01/97 – 09/01/98 | 8893154 | Lexington Insurance Company |
| 09/01/97 – 09/01/98 | PHA011591 | Royal Insurance Company of America |
| 09/01/97 – 09/01/98 | CXU157338541 | Transcontinental Insurance Company |
| 09/01/97 – 09/01/98 | 9879665656CAS | Vigilant Insurance Company |
| 09/01/97 – 09/01/98 | XLXG18902606 | Indemnity Insurance Company of North America |
| 09/01/98 – 09/01/99 | PHA012493 | Royal Insurance Company of America |
| 09/01/98 – 09/01/99 | BE3102687 | National Union Fire Insurance Co. of Pittsburgh, PA |
| 09/01/98 – 09/01/99 | PHA012494 | Royal Insurance Company of America |
| 09/01/98 – 09/01/99 | 8893173 | Lexington Insurance Company |
| 09/01/98 – 09/01/99 | CXU157338541 | Transcontinental Insurance Company |
| 09/01/98 – 09/01/99 | 79665656CAS | Vigilant Insurance Company |
| 09/01/98 – 09/01/99 | XLXG19503471 | Indemnity Insurance Company of North America |
| 09/01/98 – 09/01/99 | EXX903070400 | American National Fire Insurance Company |
| 09/01/99 – 09/01/00 | CUS201733 | Westchester Fire Insurance Company |
| 09/01/99 – 09/01/00 | PHA013775 | Royal Insurance Company of America |
| 09/01/99 – 09/01/00 | 3465025 | National Union Fire Insurance Co. of Pittsburgh, PA |
| 09/01/99 – 09/01/00 | 8893189 | Lexington Insurance Company |
| 09/01/99 – 09/01/00 | PHA013776 | Royal Insurance Company of America |
| 09/01/99 – 09/01/00 | CXU157338541 | Transcontinental Insurance Company |
| 09/01/99 – 09/01/00 | 79665656DTO | Vigilant Insurance Company |
| 09/01/99 – 09/01/00 | XLXG20092506 | Indemnity Insurance Company of North America |
| 09/01/99 – 09/01/00 | XONJ126899 | Markel American Insurance Company |
| 09/01/99 – 09/01/00 | EXX903070401 | American National Fire Insurance Company |
| 09/01/00 – 12/01/00 | CU201733 | Westchester Fire Insurance Company |

Exhibit A: List of Insurers and Policy Numbers

| | | |
|---------------------|-----------------|---|
| 09/01/00 – 12/01/00 | PHA015004 | Royal Insurance Company of America |
| 09/01/00 – 12/01/00 | BE3465043 | National Union Fire Insurance Co. of Pittsburgh, PA |
| 09/01/00 – 12/01/00 | 8667860 | Lexington Insurance Company |
| 09/01/00 – 12/01/00 | PHA015005 | Royal Insurance Company of America |
| 09/01/00 – 12/01/00 | XONJ126800 | Markel American Insurance Company |
| 09/01/00 – 12/01/00 | 79665656DTO | Vigilant Insurance Company |
| 09/01/00 – 12/01/00 | XLXG20128355 | Indemnity Insurance Company of North America |
| 09/01/00 – 12/01/00 | XOM00096417134 | National Surety Corporation |
| 09/01/00 – 12/01/00 | ECO(01)52542496 | Ohio Casualty Insurance Company |

Exhibit B

NYSCEF DOC. NO. 3
CAUTION: THIS DOCUMENT HAS NOT YET BEEN REVIEWED BY THE COUNTY CLERK. (See below.)

RECEIVED NYSCEF: 06/28/2019
INDEX NO. UNASSIGNED

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 04/18/2019

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

JOHN MICHAEL NORMAN,

Plaintiff(s),

-against-

ARCHDIOCESE OF NEW YORK, ET AL.

[See Attached Rider for Full Caption and Defendants'
Addresses]

Defendant(s).

Index No.

Summons


Date Index No. Purchased: April 18, 2019

To the above named Defendant(s)

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 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.

The basis of venue is one or more defendant resides in New York which is located in New York County, New York

Dated: New York, New York
April 18, 2019

SIMMONS HANLY CONROY LLC
by 
Paul J. Hanly, Jr.
Attorneys for Plaintiff
112 Madison Avenue, 7th Floor
New York, NY 10016
(212) 784-6401 Telephone
(212) 213-5949 Facsimile
phanly@simmonsfirm.com

CAUTION: THIS DOCUMENT HAS NOT YET BEEN REVIEWED BY THE COUNTY CLERK. (See below.)

RECEIVED NYSCEF: 06/28/2019
INDEX NO. UNASSIGNED

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 04/18/2019

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

JOHN MICHAEL NORMAN,

Plaintiff,

v.

ARCHDIOCESE OF NEW YORK; THE CHURCH OF OUR
LADY HELP OF CHRISTIANS, a/k/a OUR LADY HELP OF
CHRISTIANS CHURCH, a/k/a OUR LADY HELP OF
CHRISTIANS PARISH, a/k/a OUR LADY HELP OF
CHRISTIANS; OUR LADY HELP OF CHRISTIANS SCHOOL,
a/k/a THE CHURCH OF OUR LADY HELP OF CHRISTIANS
SCHOOL, a/k/a OUR LADY HELP OF CHRISTIANS PARISH
SCHOOL; and THE CATHOLIC SCHOOL REGION OF
STATEN ISLAND,

Defendants.

Index No.

RIDER TO SUMMONS

| Defendant/Counsel | Service Address |
|--|---|
| Archdiocese Of New York | 1101 First Avenue New York, NY 10022 |
| The Church of Our Lady Help of Christians, a/k/a Our Lady Help of Christians Church, a/k/a Our Lady Help of Christians Parish, a/k/a Our Lady Help of Christians | 7396 Amboy Road Staten Island, New York 10307 |
| Our Lady Help of Christians School, a/k/a The Church of Our Lady Help of Christians School, a/k/a Our Lady Help of Christians Parish School | 23 Summit Street Staten Island, New York 10307 |
| The Catholic School Region of Staten Island | 2820 Amboy Road Staten Island, New York 10306 |

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

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

JOHN MICHAEL NORMAN,

Plaintiff,

v.

ARCHDIOCESE OF NEW YORK; THE CHURCH OF OUR
LADY HELP OF CHRISTIANS, a/k/a OUR LADY HELP OF
CHRISTIANS CHURCH, a/k/a OUR LADY HELP OF
CHRISTIANS PARISH, a/k/a OUR LADY HELP OF
CHRISTIANS; OUR LADY HELP OF CHRISTIANS SCHOOL,
a/k/a THE CHURCH OF OUR LADY HELP OF CHRISTIANS
SCHOOL, a/k/a OUR LADY HELP OF CHRISTIANS PARISH
SCHOOL; and THE CATHOLIC SCHOOL REGION OF
STATEN ISLAND,

Defendants.

Index No.

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff John Michael Norman, by his attorneys Simmons Hanly Conroy LLC and the Law Offices of Mitchell Garabedian, brings this action against the Archdiocese of New York, The Church of Our Lady Help of Christians, Our Lady Help of Christians School, and The Catholic School Region of Staten Island, 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 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 New York pursuant to CPLR 503 in that one or more Defendant resides in this County.

PARTIES

4. Defendant Archdiocese of New York is a religious corporation organized pursuant to the Religious Corporations Law, with its principal office at 1101 First Avenue, New York, NY 10022, in New York County, New York. The Archdiocese of New York is a Roman Catholic archdiocese. At all relevant times, the Archdiocese of New York created, oversaw, managed, controlled, directed and operated parishes or churches of the Archdiocese of New York. At all relevant times, the Archdiocese of New York also created, oversaw, managed, controlled, directed and operated schools for minor children, including during all relevant times, Our Lady Help of Christians School.

5. Defendant The Church of Our Lady Help of Christians, a/k/a Our Lady Help of Christians Church, a/k/a Our Lady Help of Christians Parish, a/k/a Our Lady Help of Christians, ("Our Lady Help of Christians Church") is a religious corporation organized pursuant to the Religious Corporations Law with its principal office at 7396 Amboy Road, Staten Island, NY 10307, in Richmond County, New York. At all relevant times, Our Lady Help of Christians Church is and has been a Roman Catholic Church or parish within and under the authority of the Archdiocese of New York. At all relevant times, the Archdiocese of New York created, oversaw, managed, controlled, directed and operated Our Lady Help of Christians Church.

6. Defendant Our Lady Help of Christians School, a/k/a The Church of Our Lady Help of Christians School, a/k/a Our Lady Help of Christians Parish School, ("Our Lady Help of Christians School") is a Roman Catholic elementary school located at 23 Summit Street, Staten Island, New York, within the Archdiocese of New York, with its principal office in Richmond County, New York. At all relevant times, the Archdiocese of New York and Our Lady Help of Christians Church created, oversaw, managed, controlled, directed and operated Our Lady Help of Christians School.

7. In or about 2011 some or all of the oversight, management, direction and operation of Our Lady Help of Christians School, including at least some of the assets

and liabilities of Our Lady Help of Christians Church and Our Lady Help of Christians School was transferred to, or assumed by, Defendant The Catholic School Region of Staten Island, a purported not-for-profit educational corporation chartered by the New York State Education Department, with its principal office at 2820 Amboy Road, Staten Island, New York 10306 in Richmond County, New York.

8. Plaintiff John Michael Norman ("Plaintiff") is an individual residing in Allegheny County, Pennsylvania.

FACTS COMMON TO ALL CLAMS

9. From approximately 1969 through approximately 1977, Plaintiff attended Our Lady Help of Christians School beginning when he was approximately five years old. During the same time period, Plaintiff and his family were parishioners of Our Lady Help of Christians Church.

10. During the times relevant to the allegations set forth herein, Father Arthur N. Fernando ("Father Fernando") was a priest assigned as associate pastor or parochial vicar by Defendant Archdiocese of New York to Our Lady Help of Christians Church and Our Lady Help of Christians School.

11. Encouraged by Our Lady Help of Christians School, when Plaintiff was approximately nine or ten years old Plaintiff served as an altar boy at Our Lady Help of Christians Church.

12. During the times relevant to the allegations set forth herein, Rev. Monsignor Jeremiah Brennan ("Monsignor Brennan") was assigned by the Archdiocese of New York as Pastor of Our Lady Help of Christians Church.

Abuse by Father Fernando

13. Through his positions at, within, or for the Defendants, Father Fernando was put in direct contact with Plaintiff, a student of Our Lady Help of Christians School and parishioner of Our Lady Help of Christians Church.

14. During the time that Plaintiff attended Our Lady Help of Christians School

when Plaintiff was approximately eight or nine years of age, Father Fernando approached Plaintiff during recess at Our Lady Help of Christians School. During recess while Plaintiff was supervised by staff of Our Lady Help of Christians School, Father Fernando would attract children to himself with decorative masks and other items that would interest children. On occasion, Father Fernando would lend these items to the children, requiring the children, including the Plaintiff, to return such items to Father Fernando in the rectory, which is adjacent to the school.

15. Father Fernando used such encounters with the Plaintiff during recess to "groom" Plaintiff so as to facilitate his subsequent abuse of the Plaintiff. During the recess periods in which Father Fernando approached the Plaintiff, other employees, agents, or servants of Our Lady Help of Christians School were present and knew or should have known that Father Fernando was making contact with the Plaintiff, who was then a minor, approximately eight or nine years of age.

16. At the rectory, Father Fernando used his position of authority and trust over Plaintiff, who was then approximately eight or nine years of age, to sexually assault, sexually abuse, and/or have sexual contact with the Plaintiff. Father Fernando sexually assaulted, abused, and/or had sexual contact with the Plaintiff at the rectory on multiple occasions from approximately 1972 through approximately 1973.

17. At about the time Father Fernando was sexually assaulting, sexually abusing, and/or having sexual contact with the Plaintiff, Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School were notified that Father Fernando was engaging in sexually inappropriate conduct with minor children parishioners of Our Lady Help of Christians Church.

Abuse by Monsignor Brennan

18. As Pastor of Defendant Our Lady Help of Christians Church, assigned to that position by Defendant Archdiocese of New York, Monsignor Brennan had a duty to take special care of the education of minor children parishioners of Defendant Our Lady

Help of Christians Church and minor students of Defendant Our Lady Help of Christians School. As Pastor of Defendant Our Lady Help of Christians Church Monsignor Brennan managed, controlled, directed and operated Defendant Our Lady Help of Christians School. In his role as Pastor of Our Lady Help of Christians Church, Monsignor Brennan was put in direct contact with Plaintiff, a minor parishioner of Defendant Our Lady Help of Christians Church and student of Defendant Our Lady Help of Christians School. Monsignor Brennan, as Pastor of Our Lady Help of Christians Church, directly supervised and developed a special trusting relationship with the minor boys who served as altar boys of Our Lady Help of Christians Church, including the Plaintiff. In his role as Pastor of Our Lady Help of Christians Church, Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School knew or should have known Monsignor Brennan would develop special trust relationships with the minor boys who served as altar boys of Defendant Our Lady Help of Christians Church. Beginning in approximately 1974 when Plaintiff was approximately nine or ten years old, Plaintiff began to serve as an altar boy of Defendant Our Lady Help of Christians Church. Monsignor Brennan supervised and directed Plaintiff when Plaintiff served as an altar boy. Plaintiff looked up to and trusted Monsignor Brennan. It was under these circumstances that Plaintiff came to be under the direction, dominance, and control of Monsignor Brennan, who used his position of authority and trust over Plaintiff to sexually assault, abuse and/or have sexual contact with him.

19. On multiple occasions, during the period Plaintiff served as an altar boy of Defendant Our Lady Help of Christians Church, when Plaintiff was a minor, Monsignor Brennan sexually assaulted, sexually abused, and/or had sexual contact with Plaintiff. The abuse perpetrated by Monsignor Brennan occurred in the church while Plaintiff was preparing for altar service and Plaintiff was under the direction and control of Monsignor Brennan. The abuse occurred most times Plaintiff served as an altar boy under the direction and control of Monsignor Brennan and continued for approximately six

months.

Defendants' Responsibility for the Abuse Committed by Father Fernando and Monsignor Brennan

20. At all times material hereto, Father Fernando and Monsignor Brennan were under the management, supervision, employ, direction and/or control of Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School.

21. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School knew and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Father Fernando and Monsignor Brennan who sexually abused Plaintiff.

22. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School had the responsibility to manage, supervise, control and/or direct priests assigned to Our Lady Help of Christians Church and/or Our Lady Help of Christians School, and specifically, had a duty not to aid pedophiles such as Father Fernando and Monsignor Brennan, by assigning, maintaining and/or appointing them to positions with access to minors.

23. Both Father Fernando and Monsignor Brennan were assigned by Defendant Archdiocese of New York to serve as priests of Our Lady Help of Christians Church and/or Our Lady Help of Christians School and used their authority as such to entice, take control of, and then sexually assault, abuse, and/or have sexual contact with the Plaintiff while Plaintiff was a minor.

24. Defendants Our Lady Help of Christians School and Our Lady Help of Christians Church had a duty to the Plaintiff to supervise children during recess at the school and to ensure that pedophiles did not use recess time as an opportunity to approach and groom vulnerable children. Defendants Our Lady Help of Christians

School and Our Lady Help of Christians Church knew or should have known that Father Fernando used school recess to approach minor children, including the Plaintiff, to entice them, and to form an acquaintance that could be, and was, used to provide opportunities for sexual abuse.

25. Defendants, individually, jointly and/or severally, violated various New York statutes, including, but not limited to N.Y. Soc. Serv. Law §§ 413 and 420, which require school officials and teachers to report suspected cases of child abuse and impose liability for failure to report.

Consequences of the Abuse

26. Plaintiff suffered personal physical and psychological injuries and damages as a result of Father Fernando and Monsignor Brennan’s actions, as well as other damages related thereto, as a result of his childhood sexual abuse.

27. 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 Father Fernando and Monsignor Brennan’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 he suffered as a result.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Negligent Hiring/Retention/Supervision/Direction

28. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

29. The sexual abuse of children by adults, including priests and teachers, is

foreseeable.

30. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School at all relevant times held Our Lady Help of Christians Church and Our Lady Help of Christians School to be a safe places for learning and engaging in youth activities. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School entered into an express and/or implied duty to provide a reasonably safe environment for Plaintiff and assumed the duty to protect and care for him.

31. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School negligently hired, retained, directed, and supervised Father Fernando and Monsignor Brennan as they knew or should have known that Father Fernando and Monsignor Brennan posed a threat of sexual abuse to children.

32. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School knew or should have known of Father Fernando's and Monsignor Brennan's propensity for the conduct which caused Plaintiff's injuries prior to, or about the time of, the injuries' occurrence.

33. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School owed a duty of care to all minor persons, including Plaintiff, who were likely to come within the influence or supervision of Father Fernando and Monsignor Brennan, in their role as teacher, priest, counselor, trustee, director, officer, employee, agent, servant and/or volunteer, to insure that Father Fernando and Monsignor Brennan did not use their assigned positions to injure minors by sexual assault, abuse, or sexual contact with minors.

34. Father Fernando and Monsignor Brennan sexually assaulted, sexually abused and/or had sexual contact with Plaintiff on Defendants' premises, including the rectory and church at Our Lady Help of Christians Church.

35. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School were put on notice of Father Fernando’s and Monsignor Brennan’s improper and inappropriate actions with minors.

36. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School were negligent in failing properly to supervise Father Fernando and Monsignor Brennan.

37. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School were negligent in failing to supervise recess at Our Lady Help of Christians School in order to prevent pedophiles from using recess as an opportunity meet, attract, and “groom” minor children.

38. At all times material hereto, Defendants Archdiocese of New York’s, Our Lady Help of Christians Church’s, and Our Lady Help of Christians School’s actions were willful, wanton, malicious, reckless and/or outrageous in their disregard for the rights and safety of Plaintiff.

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

40. Liabilities of Our Lady Help of Christians Church and Our Lady Help of Christians School were transferred to, or assumed by, Defendant The Catholic School Region of Staten Island. As a result, The Catholic School Region of Staten Island, is liable to the Plaintiff for the damages caused by Our Lady Help of Christians Church and Our Lady Help of Christians School stated in this cause of action.

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

**SECOND CAUSE OF ACTION
Negligence/Gross Negligence**

42. Plaintiff repeats and realleges each and every allegation set forth in

paragraphs 1 through 27 as if fully set forth herein.

43. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School knew, or were negligent in not knowing, that Father Fernando and Monsignor Brennan posed a threat of sexual abuse to children.

44. The acts of Father Fernando and Monsignor Brennan described hereinabove were undertaken, and/or enabled by, and/or during the course, and/or within the scope of their respective employment, appointment, assignment, and/or agency with the Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School.

45. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School owed Plaintiff, at the relevant times a minor, a duty to protect him from Father Fernando and Monsignor Brennan's sexual deviancy and the consequential damages, both prior to and/or subsequent to Father Fernando's and Monsignor Brennan's misconduct.

46. Defendants Archdiocese of New York's, Our Lady Help of Christians Church's, and Our Lady Help of Christians School'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.

47. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School:

- 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 Fernando and Monsignor Brennan;
- c. failed adequately to supervise recess at Our Lady Help of Christians School;
- d. 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

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

48. At all times material hereto, with regard to the allegations contained herein, Father Fernando and Monsignor Brennan were under the supervision, employ, direction and/or control of Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School.

49. At all times material hereto, Defendants Archdiocese of New York's, Our Lady Help of Christians Church's, and Our Lady Help of Christians School's actions were willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiff, which amounted to conduct equivalent to criminality.

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

51. Liabilities of Our Lady Help of Christians Church and Our Lady Help of Christians School were transferred to, or assumed by, Defendant The Catholic School Region of Staten Island. As a result, The Catholic School Region of Staten Island, is liable to the Plaintiff for the damages caused by Our Lady Help of Christians Church and Our Lady Help of Christians School stated in this cause of action.

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

**THIRD CAUSE OF ACTION
Breach of Fiduciary Duty**

53. Plaintiff repeats and realleges each and every allegation set forth in

paragraphs 1 through 27 as if fully set forth herein.

54. There exists a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School. This relationship is based on the entrustment of the Plaintiff while he was a minor child to the care and supervision of the Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School as a student at Our Lady Help of Christians School and altar server at Our Lady Help of Christians Church. This entrustment of the Plaintiff to the care and supervision of the Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School, while the Plaintiff was a minor child, required these Defendants to assume a fiduciary relationship and to act in the best interests of the Plaintiff and to protect him while he was a minor and vulnerable child,

55. Pursuant to their fiduciary relationship, Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School were entrusted with the well-being, care, and safety of Plaintiff.

56. Pursuant to their fiduciary relationship, Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School assumed a duty to act in the best interests of Plaintiff.

57. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School breached their fiduciary duties to Plaintiff.

58. At all times material hereto, Defendants Archdiocese of New York's, Our Lady Help of Christians Church's, and Our Lady Help of Christians School's actions and/or inactions were willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiff.

59. As a direct result of said conduct, Plaintiff has suffered injuries and

damages described herein.

60. Liabilities of Our Lady Help of Christians Church and Our Lady Help of Christians School were transferred to, or assumed by, Defendant The Catholic School Region of Staten Island. As a result, The Catholic School Region of Staten Island, is liable to the Plaintiff for the damages caused by Our Lady Help of Christians Church and Our Lady Help of Christians School stated in this cause of action.

61. 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.

**FOURTH CAUSE OF ACTION
Breach of Non-Delegable Duty**

62. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

63. Plaintiff, when he was a minor, was placed in the care of the Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School for the purposes of, *inter alia*, providing plaintiff with a safe environment in which to participate as an altar server and receive an education. There existed a non-delegable duty of trust between Plaintiff and these Defendants.

64. Plaintiff was a vulnerable child when placed within the care of the Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School.

65. As a consequence, the Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School were in the best position to prevent Plaintiff's abuse, and to learn of Father Fernando and Monsignor Brennan's repeated sexual abuse of Plaintiff and stop it.

66. By virtue of the fact that Plaintiff was sexually abused as a minor child entrusted to the care of the Defendants Archdiocese of New York, Our Lady Help of

Christians Church, and Our Lady Help of Christians School, these Defendants breached their non-delegable duty to Plaintiff.

67. At all times material hereto Father Fernando and Monsignor Brennan were under the supervision, employ, direction and/or control of the Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School.

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

69. Liabilities of Our Lady Help of Christians Church and Our Lady Help of Christians School were transferred to, or assumed by, Defendant The Catholic School Region of Staten Island. As a result, The Catholic School Region of Staten Island, is liable to the Plaintiff for the damages caused by Our Lady Help of Christians Church and Our Lady Help of Christians School stated in this cause of action.

70. 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.

FIFTH CAUSE OF ACTION

Negligent Infliction of Emotional Distress

71. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

72. As described aforesaid, the actions of Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School, their predecessors and/or successors, agents, servants and/or employees were conducted in a negligent and/or grossly negligent manner.

73. Defendants Archdiocese of New York's, Our Lady Help of Christians Church's, and Our Lady Help of Christians School's actions endangered Plaintiff's safety and caused him to fear for his own safety.

74. As a direct and proximate result of Defendants Archdiocese of New York’s, Our Lady Help of Christians Church’s, and Our Lady Help of Christians School’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.

75. Liabilities of Our Lady Help of Christians Church and Our Lady Help of Christians School were transferred to, or assumed by, Defendant The Catholic School Region of Staten Island. As a result, The Catholic School Region of Staten Island, is liable to the Plaintiff for the damages caused by Our Lady Help of Christians Church and Our Lady Help of Christians School stated in this cause of action.

76. 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.

SIXTH CAUSE OF ACTION

Breach of Duty *in Loco Parentis*

77. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

78. While he was a minor, Plaintiff was entrusted by his parents to the control of the Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School for the purposes of *inter alia*, providing Plaintiff with an education and allowing him to serve as an altar boy at the church. During the times that Plaintiff was at school (including during recess) and during the time he was serving as an altar boy, he was under the supervision and control of the Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School. These Defendants owe – and owed -- a duty to children entrusted to them to act *in loco parentis* and to prevent foreseeable injuries.

79. Defendants Archdiocese of New York, Our Lady Help of Christians

Church, and Our Lady Help of Christians School breached their duty to act *in loco parentis*.

80. At all times material hereto, Defendants Archdiocese of New York’s, Our Lady Help of Christians Church’s, and Our Lady Help of Christians School’s actions were willful, wanton, malicious, reckless, negligent, grossly negligent and/or outrageous in their disregard for the rights and safety of Plaintiff.

81. As a direct result of Defendants Archdiocese of New York’s, Our Lady Help of Christians Church’s, and Our Lady Help of Christians School’s conduct, Plaintiff has suffered the injuries and damages described herein.

82. Liabilities of Our Lady Help of Christians Church and Our Lady Help of Christians School were transferred to, or assumed by, Defendant The Catholic School Region of Staten Island. As a result, The Catholic School Region of Staten Island, is liable to the Plaintiff for the damages caused by Our Lady Help of Christians Church and Our Lady Help of Christians School stated in this cause of action.

83. 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.

SEVENTH CAUSE OF ACTION

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

84. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 27 as if fully set forth herein.

85. Pursuant to N.Y. Soc. Serv. Law §§ 413 and 420, Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School had a statutorily imposed duty to report reasonable suspicion of abuse of children in their care.

86. Defendants Archdiocese of New York, Our Lady Help of Christians Church, and Our Lady Help of Christians School breached that duty by knowingly and willfully failing to report reasonable suspicion of abuse by Father Fernando and

Monsignor Brennan of children in their care.

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

88. Liabilities of Our Lady Help of Christians Church and Our Lady Help of Christians School were transferred to, or assumed by, Defendant The Catholic School Region of Staten Island. As a result, The Catholic School Region of Staten Island, is liable to the Plaintiff for the damages caused by Our Lady Help of Christians Church and Our Lady Help of Christians School stated in this cause of action.

89. 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.

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

Plaintiffs demand a trial by jury on all issues so triable.

Dated: April 18, 2019
New York, New York

NYSCEF DOC. NO. 3

CAUTION: THIS DOCUMENT HAS NOT YET BEEN REVIEWED BY THE COUNTY CLERK. (See below.)

RECEIVED NYSCEF: 06/28/2019

INDEX NO. UNASSIGNED

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 04/18/2019

Respectfully Submitted,

/s/ Paul J. Hanly, Jr.

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Exhibit C

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May 14, 2019

Office of Legal Affairs
The Archdiocese of New York
1011 First Avenue
New York, NY 10022James P. McCabe, Esq.
General Counsel
JamesP.McCabe@archny.org**Re: Norman v. Archdiocese of New York, et al.**
Insured: Archdiocese of New York

Dear James,

I write on behalf of Chubb in response to the Archdiocese of New York's (the "Archdiocese") recent submission of the summons and complaint filed by Plaintiff John Michael Norman ("Plaintiff") against the Archdiocese and certain other defendants on April 18, 2019 (the "Norman Action"). As set forth more fully below, Chubb has determined that it owes no defense or indemnity obligation with respect to the Norman Action.

Chubb received a copy of the summons and complaint in the Norman Action as an attachment to your email of April 25, 2019. In the Norman Action, Plaintiff alleges that Father Arthur N. Fernando and Reverend Monsignor Jeremiah Brennan "sexually assault[ed], sexually abuse[d], and/or [had] sexual contact with" Plaintiff while Plaintiff was a minor at facilities allegedly owned by Our Lady Help of Christians Church and School. Plaintiff alleges that the alleged conduct occurred "from approximately 1972 through approximately 1973" and for approximately six months in connection with Plaintiff's tenure as an altar boy, which Plaintiff alleges began in 1974. Plaintiff asserts causes of action against the Archdiocese, Our Lady Help of Christians Church and Our Lady Help of Christians School (collectively, "Defendants") for (1) Negligent Hiring, Retention, Supervision, Direction; (2) Negligence/Gross Negligence; (3) Breach of Fiduciary Duty; (4) Breach of Non-Delegable Duty; (5) Negligent Infliction of Emotional Distress; (6) Breach of Duty in Loco Parentis; and (7) Breach of Statutory Duty to Report Abuse under Social Services Law Sections 413 and 420.

As you know, Insurance Company of North America ("INA") issued certain primary and excess insurance policies to the Archdiocese between 1971 and 1974. In particular, INA issued the following primary

policies: (1) policy number GLP 300999 (9/7/71-9/7/72); (2) policy number GLP 336428 (9/7/72-1/1/74); and (3) policy number GLP 468015 (1/1/74-5/15/75) (collectively, the "INA Primary Policies"). INA also issued the following excess policies: (1) policy number XBC 42696 (9/7/69-9/7/72); (2) policy number XBC 45056 (9/7/72-1/1/74); and (3) policy number XBC 46449 (1/1/74-9/7/75) (collectively, the "INA Excess Policies"). The INA Primary Policies and the INA Excess Policies shall be referred to collectively herein as the "INA Policies."

The INA Policies provide coverage where the insured shall become legally obligated to pay as damages because of "bodily injury" or "personal injury" to which this insurance applies caused by an "occurrence" as those terms are defined by the policies. The INA Policies generally define "occurrence" as an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage "neither expected nor intended" from the standpoint of the insured.

In the Norman Action, Plaintiff alleges that the Archdiocese "knew and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Father Fernando and Monsignor Brennan[.]" Plaintiff alleges that "[a]t about the time" such alleged misconduct was occurring, the Archdiocese and other Defendants "were notified that Father Fernando was engaging in sexually inappropriate conduct with minor children parishioners[.]" Plaintiff further alleges that Defendants "were put on notice of Father Fernando and Monsignor Brennan's improper and inappropriate actions with minors" and that, "[a]t all times material hereto, Defendants[']...actions were willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiff, which amount to conduct equivalent to criminality."

Based on the foregoing, Plaintiff does not allege an "occurrence" under the INA Policies. Rather, Plaintiff alleges that the Archdiocese acted willfully, wantonly, maliciously, recklessly, outrageously and criminally with respect to the alleged abuse perpetrated against Plaintiff, a minor, by Fr. Fernando and Msgr. Brennan. Thus, Plaintiff alleges to have sustained injury that was expected and/or intended from the standpoint of the Archdiocese. These allegations do not give rise to an "occurrence" under the INA Policies. Therefore, Chubb has no defense and no indemnification obligations in connection with the Norman Action and denies coverage accordingly.

Similarly, Plaintiff seeks punitive damages for Defendants' alleged misconduct. Amounts that are punitive in nature do not constitute damages under the INA Policies. Furthermore, in New York, punitive damages are uninsurable as a matter of law. Accordingly, Chubb denies coverage under the INA Policies in connection with Plaintiff's claim for punitive damages in the Norman Action.

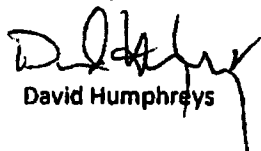
With regard to the Archdiocese notice obligations under the INA Policies, the INA Primary Policies are amended via endorsement to provide that, in the event of an occurrence, written notice shall be given by or on behalf of the insured as soon as practicable after such notice is received by the "Archdiocesan Service Corporation." Plaintiff's complaint alleges that the Archdiocese had knowledge of the alleged abuse by Fr. Fernando, but does not allege or discuss whether such information was ever received by the Archdiocesan Service Corporation. Similarly, Plaintiff alleges that the Archdiocese knew or should

have known of the alleged abuse by Msgr. Brennan, but Plaintiff's complaint contains no allegation that such information was ever given to or received by the Archdiocesan Service Corporation. The INA Excess Policies require notice thereunder when the Archdiocese became aware that those policies might be implicated, but Chubb does not currently possess that information. As a result, Chubb is not in a position at this time to assess whether the Archdiocese complied with the notice provisions under the INA Policies. Therefore, Chubb reserves the right to deny coverage if and when Chubb obtains information that demonstrates that the Archdiocese breached the notice provisions of the INA Policies in this matter.

Finally, it is not apparent from Plaintiff's complaint whether Plaintiff's action may be barred by the current statute of limitations. As noted above, the INA Policies only provide coverage in connection with the insured's legal obligation to pay damages in circumstances specifically defined by the policies. To the extent that an insured settles a claim for which it has no legal liability, no indemnification would be provided under the INA Policies. Chubb reserves its rights accordingly.

This letter is not intended to be an exhaustive listing of all the potential coverage issues in this matter. Indeed, the foregoing communication is without prejudice to Chubb's rights pursuant to the terms, conditions, provisions and exclusions of the INA Policies, including those not referenced in this letter. Chubb reserves the right to assert any other coverage or policy defense that may now be applicable or is later determined to be applicable upon further information provided. No act of any agent, servant or employee of Chubb, including its attorneys, shall constitute a waiver or estoppel with respect to these rights. Chubb further reserves all of its rights and defenses under the policies, at law and in equity.

Sincerely,



David Humphreys