

NEW YORK STATE SUPREME COURT  
NASSAU COUNTY

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CHARLES D'ESTRIES, K.L., JEFFREY KREUTZ,  
G.E.P., GERALD DACUK, PAUL KUSTES, and J.E.D.,

Index No.: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Plaintiffs,

-against-

DIOCESE OF ROCKVILLE CENTRE, ST. PATRICK'S  
PARISH AND SCHOOL, ST. BARNABAS PARISH  
AND CHURCH, GOOD SHEPHERD PARISH AND  
CHURCH, AND ST. JOSEPH'S PARISH AND  
CHURCH, ST. LAWRENCE PAROCHIAL SCHOOL,  
ST. ANDREWS PARISH AND ELEMENTARY  
SCHOOL, HOLY TRINITY HIGH SCHOOL, and ST.  
HYACINTH PARISH, and ALL SAINT'S REGIONAL  
CATHOLIC SCHOOL,

Plaintiffs designate Nassau  
County as the place of trial.

The basis of venue is one  
defendant's residence.

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

Defendants.

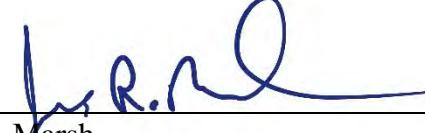
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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiffs' attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

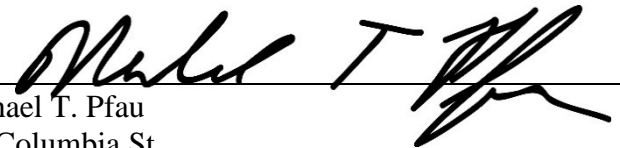
Dated: August 14, 2019

Respectfully Yours,  
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NEW YORK STATE SUPREME COURT  
NASSAU COUNTY

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CHARLES D'ESTRIES, K.L., JEFFREY KREUTZ,  
G.E.P., GERALD DACUK, PAUL KUSTES, and J.E.D.,

Index No.: \_\_\_\_\_/\_\_\_

**COMPLAINT**

Plaintiffs,

-against-

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

DIOCESE OF ROCKVILLE CENTRE, ST. PATRICK'S  
PARISH AND SCHOOL, ST. BARNABAS PARISH  
AND CHURCH, GOOD SHEPHERD PARISH AND  
CHURCH, AND ST. JOSEPH'S PARISH AND  
CHURCH, ST. LAWRENCE PAROCHIAL SCHOOL,  
ST. ANDREWS PARISH AND ELEMENTARY  
SCHOOL, HOLY TRINITY HIGH SCHOOL, ST.  
HYACINTH PARISH, and ALL SAINT'S REGIONAL  
CATHOLIC SCHOOL,

Defendants.

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Plaintiffs, by and through their attorneys, the Marsh Law Firm PLLC and Pfau Cochran  
Vertetis Amala PLLC, respectfully allege for their complaint the following:

**I. INTRODUCTION**

1. The Diocese of Rockville Centre (the "Diocese") knew for decades that its priests,  
clergy, religious brother, school administrator, or teachers, religious sisters, school administrators,  
teachers, employees, and volunteers were using their positions within the Diocese to groom and to  
sexually abuse children. Despite that knowledge, the Diocese failed to take reasonable steps to  
protect children from being sexually abused and actively concealed the abuse.

2. Based on the Diocese's years of wrongful conduct, a reasonable person could and  
would conclude that it knowingly and recklessly disregarded the abuse of children and chose to  
protect its reputation and wealth over those who deserved protection. The result is not surprising:  
hundreds, if not thousands, of children were sexually abused by Catholic clergy and others who

served the Diocese. The plaintiffs in this lawsuit are some of those children who were sexually abused because of the Diocese's wrongful conduct.

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

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

## **III. PARTIES**

4. Plaintiff Charles d'Estries is an adult male who currently resides in Orchard Park, New York.

5. Upon information and belief, the Diocese is currently a not-for-profit religious corporation organized under New York law with its principal office in Rockville Centre, New York.

6. Upon information and belief, at all relevant times the Diocese conducted business as the "Diocese of Rockville Centre" or "Rockville Centre Diocese."

7. Upon information and belief, at all relevant times the Diocese employed priests and others who served various Catholic institutions and families, including plaintiff Charles d'Estries and his family.

8. Upon information and belief, Father William Karvelis ("Father Karvelis") was a priest employed by the Diocese to serve Catholic families, including plaintiff Charles d'Estries and his family. During the time Father Karvelis was employed by the Diocese, he used his position as a priest to groom and to sexually abuse plaintiff Charles d'Estries.

9. To the extent that the Diocese was a different entity, corporation, or organization during the period of time during which Father Karvelis used his position as a priest to sexually abuse plaintiff Charles d'Estries, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

10. To the extent the Diocese is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Karvelis used his position as a priest to sexually abuse plaintiff Charles d'Estries, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

11. All such Diocese-related entities, corporations, or organizations are collectively referred to herein as the "Diocese."

12. Upon information and belief, at all relevant times defendant St. Patrick's Parish and School ("St. Patrick's") was a not-for-profit religious corporation organized under New York law and wholly owned, operated, and controlled by the Diocese.

13. Upon information and belief, St. Patrick's is currently a not-for-profit religious corporation organized under New York law with its principal office in Bay Shore, New York.

14. Upon information and belief, at all relevant times St. Patrick's conducted business as "St. Patrick's Parish and School," "St. Patrick's Parish," "St. Patrick's School," or "St. Patrick's."

15. St. Patrick's is a parish with a church and school located in Bay Shore, New York.

16. Upon information and belief, Father William Karvelis was a priest employed by St. Patrick's to serve Catholic families in its geographic jurisdiction, including plaintiff Charles d'Estries and his family. During the time Father William Karvelis was employed by St. Patrick's, he used his position as a priest to groom and to sexually abuse plaintiff Charles d'Estries.

17. To the extent that St. Patrick's was a different entity, corporation, or organization during the period of time during which Father Karvelis used his position as a priest to sexually abuse Charles, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

18. To the extent St. Patrick's is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Karvelis used his position as a priest to sexually abuse Charles, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

19. All such St. Patrick's-related entities, corporations, or organizations are collectively referred to herein as "St. Patrick's."

20. Plaintiff K.L. is an adult male who currently resides in Bellmore, New York.

21. While he was a minor, plaintiff K.L. was a victim of one or more criminal sex acts in the State of New York. Since such criminal violation is the basis for this action, plaintiff K.L. is entitled to the protection of Civil Rights Law 50-b and will file a motion asking this Court for permission to proceed using a pseudonym.

22. In the alternative, plaintiff K.L. will seek a stipulation from the defendants agreeing to enter into a protective order which will ensure that his identity is protected from the public while allowing the defendants full access to information necessary for their defense.

23. Upon information and belief, at all relevant times the Diocese employed priests and others who served various Catholic institutions and families, including plaintiff K.L. and his family.

24. Upon information and belief, Father John Mahoney ("Father Mahoney") was a priest employed by the Diocese to serve Catholic families, including plaintiff K.L. and his family.

During the time Father Mahoney was employed by the Diocese, he used his position as a priest to groom and to sexually abuse plaintiff K.L.

25. To the extent that the Diocese was a different entity, corporation, or organization during the period of time during which Father Mahoney used his position as a priest to sexually abuse plaintiff K.L., such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

26. To the extent the Diocese is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Mahoney used his position as a priest to sexually abuse plaintiff K.L., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

27. All such Diocese-related entities, corporations, or organizations are collectively referred to herein as the “Diocese.”

28. Upon information and belief, at all relevant times defendant St. Barnabas Parish and Church (“St. Barnabas”) was a not-for-profit religious corporation organized under New York law and wholly owned, operated, and controlled by the Diocese.

29. Upon information and belief, St. Barnabas is currently a not-for-profit religious corporation organized under New York law with its principal office in Bellmore, New York.

30. Upon information and belief, at all relevant times St. Barnabas conducted business as “St. Barnabas Parish and Church,” “St. Barnabas Parish,” “St. Barnabas Church,” or “St. Barnabas.”

31. St. Barnabas is a parish with a church located in Bellmore, New York.

32. Upon information and belief, Father John Mahoney was a priest employed by St. Barnabas to serve Catholic families in its geographic jurisdiction, including plaintiff K.L. and his

family. During the time Father John Mahoney was employed by St. Barnabas, he used his position as a priest to groom and to sexually abuse plaintiff K.L.

33. To the extent that St. Barnabas was a different entity, corporation, or organization during the period of time during which Father Mahoney used his position as a priest to sexually abuse K.L., such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

34. To the extent St. Barnabas is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Mahoney used his position as a priest to sexually abuse K.L., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

35. All such St. Barnabas-related entities, corporations, or organizations are collectively referred to herein as “St. Barnabas.”

36. Plaintiff Jeffrey Kreutz is an adult male who currently resides in Mastic, New York.

37. Upon information and belief, at all relevant times the Diocese employed priests and others who served various Catholic institutions and families, including plaintiff Jeffrey Kreutz and his family.

38. Upon information and belief, Father Steven Peterson (“Father Peterson”) was a priest employed by the Diocese to serve Catholic families, including plaintiff Jeffrey Kreutz and his family. During the time Father Peterson was employed by the Diocese, he used his position as a priest to groom and to sexually abuse plaintiff Jeffrey Kreutz.

39. To the extent that the Diocese was a different entity, corporation, or organization during the period of time during which Father Peterson used his position as a priest to sexually



abuse plaintiff Jeffrey Kreutz, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

40. To the extent the Diocese is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Peterson used his position as a priest to sexually abuse plaintiff Jeffrey Kreutz, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

41. All such Diocese-related entities, corporations, or organizations are collectively referred to herein as the “Diocese.”

42. Upon information and belief, at all relevant times defendant Good Shepherd Parish and Church (“Good Shepherd”) was a not-for-profit religious corporation organized under New York law and wholly owned, operated, and controlled by the Diocese.

43. Upon information and belief, Good Shepherd is currently a not-for-profit religious corporation organized under New York law with its principal office in Holbrook, New York.

44. Upon information and belief, at all relevant times Good Shepherd conducted business as “Good Shepherd Parish and Church,” “Good Shepherd Parish,” “Good Shepherd Church,” or “Good Shepherd.”

45. Good Shepherd is a parish with a church located in Holbrook, New York.

46. Upon information and belief, Father Steven Peterson was a priest employed by Good Shepherd to serve Catholic families in its geographic jurisdiction, including plaintiff Jeffrey Kreutz and his family. During the time Father Steven Peterson was employed by Good Shepherd, he used his position as a priest to groom and to sexually abuse plaintiff Jeffrey Kreutz.

47. To the extent that Good Shepherd was a different entity, corporation, or organization during the period of time during which Father Peterson used his position as a priest

to sexually abuse Jeffrey, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

48. To the extent Good Shepherd is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Peterson used his position as a priest to sexually abuse Jeffrey, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

49. All such Good Shepherd-related entities, corporations, or organizations are collectively referred to herein as “Good Shepherd.”

50. Upon information and belief, at all relevant times defendant St. Joseph’s Parish and Church (“St. Joseph’s”) was a not-for-profit religious corporation organized under New York law and wholly owned, operated, and controlled by the Diocese.

51. Upon information and belief, St. Joseph’s is currently a not-for-profit religious corporation organized under New York law with its principal office in Babylon, New York.

52. Upon information and belief, at all relevant times St. Joseph’s conducted business as “St. Joseph’s Parish and Church,” “St. Joseph’s Parish,” “St. Joseph’s Church,” or “St. Joseph’s.”

53. St. Joseph’s is a parish with a church located in Babylon, New York.

54. Upon information and belief, Father Steven Peterson was a priest employed by St. Joseph’s to serve Catholic families in its geographic jurisdiction, including plaintiff Jeffrey Kreutz and his family. During the time Father Steven Peterson was employed by St. Joseph’s, he used his position as a priest to groom and to sexually abuse plaintiff Jeffrey Kreutz.

55. To the extent that St. Joseph’s was a different entity, corporation, or organization during the period of time during which Father Peterson used his position as a priest to sexually

abuse Jeffrey, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

56. To the extent St. Joseph's is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Peterson used his position as a priest to sexually abuse Jeffrey, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

57. All such St. Joseph's-related entities, corporations, or organizations are collectively referred to herein as "St. Joseph's."

58. Plaintiff G.E.P. is an adult male who currently resides in New York, New York.

59. While he was a minor, plaintiff G.E.P. was a victim of one or more criminal sex acts in the State of New York. Since such criminal violation is the basis for this action, plaintiff G.E.P. is entitled to the protection of Civil Rights Law 50-b and will file a motion asking this Court for permission to proceed using a pseudonym.

60. In the alternative, plaintiff G.E.P. will seek a stipulation from the defendants agreeing to enter into a protective order which will ensure that his identity is protected from the public while allowing the defendants full access to information necessary for their defense.

61. Upon information and belief, at all relevant times the Diocese employed priests and others who served various Catholic institutions and families, including plaintiff G.E.P. and his family.

62. Upon information and belief, Father William Burke ("Father Burke") was a priest employed by the Diocese to serve Catholic families, including plaintiff G.E.P. and his family. During the time Father Burke was employed by the Diocese, he used his position as a priest to groom and to sexually abuse plaintiff G.E.P.

63. To the extent that the Diocese was a different entity, corporation, or organization during the period of time during which Father Burke used his position as a priest to sexually abuse plaintiff G.E.P., such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

64. To the extent the Diocese is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Burke used his position as a priest to sexually abuse plaintiff G.E.P., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

65. All such Diocese-related entities, corporations, or organizations are collectively referred to herein as the “Diocese.”

66. Upon information and belief, at all relevant times defendant St. Lawrence Parochial School (“St. Lawrence”) was a not-for-profit religious corporation organized under New York law and wholly owned, operated, and controlled by the Diocese.

67. Upon information and belief, St. Lawrence is, or was, a not-for-profit religious corporation organized under New York law with its principal office in Sayville, New York.

68. Upon information and belief, at all relevant times St. Lawrence conducted business as “St. Lawrence Parochial Parish,” “St. Lawrence Church and School,” “St. Lawrence Parish,” “St. Lawrence Parochial School,” “St. Lawrence School,” or “St. Lawrence.”

69. St. Lawrence is a parish with a church and school located in Sayville, New York.

70. Upon information and belief, Father William Burke was a priest employed by St. Lawrence to serve Catholic families in its geographic jurisdiction, including plaintiff G.E.P. and his family. During the time Father William Burke was employed by St. Lawrence, he used his position as a priest to groom and to sexually abuse plaintiff G.E.P.

71. To the extent that St. Lawrence was a different entity, corporation, or organization during the period of time during which Father Burke used his position as a priest to sexually abuse G.E.P., such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

72. To the extent St. Lawrence is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Burke used his position as a priest to sexually abuse G.E.P., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

73. All such St. Lawrence-related entities, corporations, or organizations are collectively referred to herein as “St. Lawrence.”

74. Plaintiff Gerald Dacuk is an adult male who currently resides in Riverside, New Jersey.

75. Upon information and belief, at all relevant times the Diocese employed priests and others who served various Catholic institutions and families, including plaintiff Gerald Dacuk and his family.

76. Upon information and belief, Father William Burke and Father Alfred Soave (“Father Burke and Father Soave”) were priests employed by the Diocese to serve Catholic families, including plaintiff Gerald Dacuk and his family. During the time Father Burke and Father Soave were employed by the Diocese, they used their positions as priests to groom and to sexually abuse plaintiff Gerald Dacuk.

77. To the extent that the Diocese was a different entity, corporation, or organization during the period of time during which Father Burke and Father Soave used their positions as

priests to sexually abuse plaintiff Gerald Dacuk, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

78. To the extent the Diocese is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Burke and Father Soave used their positions as priests to sexually abuse plaintiff Gerald Dacuk, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

79. All such Diocese-related entities, corporations, or organizations are collectively referred to herein as the “Diocese.”

80. Upon information and belief, at all relevant times defendant St. Andrews Parish and Elementary School (“St. Andrews”) was a not-for-profit religious corporation organized under New York law and wholly owned, operated, and controlled by the Diocese.

81. Upon information and belief, St. Andrews is currently a not-for-profit religious corporation organized under New York law with its principal office in Sag Harbor, New York.

82. Upon information and belief, at all relevant times St. Andrews conducted business as “St. Andrews Parish and Elementary School,” “St. Andrews Parish,” “St. Andrews School,” or “St. Andrews.”

83. St. Andrews is a parish with a church and school located in Sag Harbor, New York.

84. Upon information and belief, Father William Burke and Father Alfred Soave were priests employed by St. Andrews to serve Catholic families in its geographic jurisdiction, including plaintiff Gerald Dacuk and his family. During the time Father William Burke and Father Alfred Soave were employed by St. Andrews, they used their positions as priests to groom and to sexually abuse plaintiff Gerald Dacuk.

85. To the extent that St. Andrews was a different entity, corporation, or organization during the period of time during which Father Burke and Father Soave used their positions as priests to sexually abuse Gerald, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

86. To the extent St. Andrews is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Burke and Father Soave used their positions as priests to sexually abuse Gerald, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

87. All such St. Andrews-related entities, corporations, or organizations are collectively referred to herein as “St. Andrews.”

88. Plaintiff Paul Kustes is an adult male who currently resides in Coram, New York.

89. Upon information and belief, at all relevant times the Diocese employed priests and others who served various Catholic institutions and families, including plaintiff Paul Kustes and his family.

90. Upon information and belief, Father Charles Ribaudo (“Father Ribaudo”) was a priest employed by the Diocese to serve Catholic families, including plaintiff Paul Kustes and his family. During the time Father Ribaudo was employed by the Diocese, he used his position as a priest to groom and to sexually abuse plaintiff Paul Kustes.

91. To the extent that the Diocese was a different entity, corporation, or organization during the period of time during which Father Ribaudo used his position as a priest to sexually abuse plaintiff Paul Kustes, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

92. To the extent the Diocese is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Ribaldo used his position as a priest to sexually abuse plaintiff Paul Kustes, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

93. All such Diocese-related entities, corporations, or organizations are collectively referred to herein as the “Diocese.”

94. Upon information and belief, at all relevant times defendant Holy Trinity High School (“Holy Trinity”) was a not-for-profit religious corporation organized under New York law and wholly owned, operated, and controlled by the Diocese.

95. Upon information and belief, Holy Trinity is currently a not-for-profit religious corporation organized under New York law with its principal office in Hicksville, New York.

96. Upon information and belief, at all relevant times Holy Trinity conducted business as “Holy Trinity High School,” “Holy Trinity School,” or “Holy Trinity.”

97. Holy Trinity is a school located in Hicksville, New York.

98. Upon information and belief, Father Charles Ribaldo was a priest employed by Holy Trinity to serve Catholic families in its geographic jurisdiction, including plaintiff Paul Kustes and his family. During the time Father Charles Ribaldo was employed by Holy Trinity, he used his position as a priest to groom and to sexually abuse plaintiff Paul Kustes.

99. To the extent that Holy Trinity was a different entity, corporation, or organization during the period of time during which Father Ribaldo used his position as a priest to sexually abuse Paul, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.



100. To the extent Holy Trinity is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Ribaud used his position as a priest to sexually abuse Paul, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

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

102. Plaintiff J.E.D. is an adult male who currently resides in Huntington, New York.

103. While he was a minor, plaintiff J.E.D. was a victim of one or more criminal sex acts in the State of New York. Since such criminal violation is the basis for this action, plaintiff J.E.D. is entitled to the protection of Civil Rights Law 50-b and will file a motion asking this Court for permission to proceed using a pseudonym.

104. In the alternative, plaintiff J.E.D. will seek a stipulation from the defendants agreeing to enter into a protective order which will ensure that his identity is protected from the public while allowing the defendants full access to information necessary for their defense.

105. Upon information and belief, at all relevant times the Diocese employed priests, school administrators, teachers, and others who served various Catholic institutions and families, including plaintiff J.E.D. and his family.

106. Upon information and belief, Father Joseph Kozlowski (“Father Kozlowski”) was a priest and school administrator employed by the Diocese to serve Catholic families, including plaintiff J.E.D. and his family. During the time Father Kozlowski was employed by the Diocese, he used his position as a priest and school administrator to groom and to sexually abuse plaintiff J.E.D.

107. To the extent that the Diocese was a different entity, corporation, or organization during the period of time during which Father Kozlowski used his position as a priest and school administrator to sexually abuse plaintiff J.E.D., such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

108. To the extent the Diocese is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Kozlowski used his position as a priest and school administrator to sexually abuse plaintiff J.E.D., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

109. All such Diocese-related entities, corporations, or organizations are collectively referred to herein as the “Diocese.”

110. Upon information and belief, at all relevant times defendant St. Hyacinth Parish (“St. Hyacinth”) was a not-for-profit religious corporation organized under New York law and wholly owned, operated, and controlled by the Diocese.

111. Upon information and belief, St. Hyacinth is a not-for-profit religious corporation organized under New York law with its principal office in Glen Head, New York.

112. Upon information and belief, at all relevant times St. Hyacinth conducted business as “St. Hyacinth Parish” or “St. Hyacinth.”

113. St. Hyacinth is a parish with a church and school located in Glen Head, New York.

114. Upon information and belief, Father Joseph Kozlowski was a priest and school administrator employed by St. Hyacinth to serve Catholic families in its geographic jurisdiction, including plaintiff J.E.D. and his family. During the time Father Joseph Kozlowski was employed

by St. Hyacinth, he used his position as a priest and school administrator to groom and to sexually abuse plaintiff J.E.D.

115. To the extent that St. Hyacinth was a different entity, corporation, or organization during the period of time during which Father Kozlowski used his position as a priest and school administrator to sexually abuse J.E.D., such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

116. To the extent St. Hyacinth is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Kozlowski used his position as a priest and school administrator to sexually abuse J.E.D., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

117. All such St. Hyacinth-related entities, corporations, or organizations are collectively referred to herein as “St. Hyacinth.”

118. Upon information and belief, at all relevant times defendant All Saints Regional Catholic School (“All Saints”) was a not-for-profit religious corporation organized under New York law and wholly owned, operated, and controlled by the Diocese.

119. Upon information and belief, All Saints Regional was a not-for-profit religious corporation organized under New York law with its principal office in Glen Head, New York.

120. Upon information and belief, at all relevant times All Saints Regional conducted business as “All Saints Regional Catholic School,” “All Saints Regional School,” “All Saints Regional,” “All Saints Regional Primary School,” “All Saints,” or “All Saints School.”

121. All Saints Regional is a school located in Glen Head, New York.

122. Upon information and belief, Father Joseph Kozlowski was a priest and school administrator employed by All Saints Regional to serve Catholic families in its geographic

jurisdiction, including plaintiff J.E.D. and his family. During the time Father Joseph Kozlowski was employed by All Saints Regional, he used his position as a priest and school administrator to groom and to sexually abuse plaintiff J.E.D.

123. To the extent that All Saints Regional was a different entity, corporation, or organization during the period of time during which Father Kozlowski used his position as a priest and school administrator to sexually abuse J.E.D., such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

124. To the extent All Saints Regional is a successor to a different entity, corporation, or organization which existed during the period of time during which Father Kozlowski used his position as a priest and school administrator to sexually abuse J.E.D., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

125. All such All Saints Regional-related entities, corporations, or organizations are collectively referred to herein as “All Saints Regional.”

#### IV. VENUE

126. Venue is proper because the Diocese is a domestic corporation authorized to transact business in New York with its principal office located in Nassau County.

127. Venue is proper because St. Barnabas is a domestic corporation authorized to transact business in New York with its principal office located in Nassau County.

128. Venue is proper because plaintiff K.L. currently resides in Bellmore, New York.

129. Venue is proper because Holy Trinity is a domestic corporation authorized to transact business in New York with its principal office located in Nassau County.

130. Venue is proper because St. Hyacinth is a domestic corporation authorized to transact business in New York with its principal office located in Nassau County.

131. Venue is proper because All Saint's Regional was a domestic corporation authorized to transact business in New York with its principal office located in Nassau County.

132. Venue is proper because Nassau is the county in which a substantial part of the events or omissions giving rise to each plaintiff's claim occurred.

#### **V. STATEMENT OF FACTS AS TO PLAINTIFF CHARLES D'ESTRIES**

133. Upon information and belief, at all relevant times the Diocese was the owner of St. Patrick's and held itself out to the public as the owner of St. Patrick's.

134. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled St. Patrick's.

135. Upon information and belief, at all relevant times the Diocese employed priests and others who served Catholic families at St. Patrick's, including plaintiff Charles d'Estries and his family.

136. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled St. Patrick's, and held out to the public its agents, servants, and employees as those who managed, maintained, operated, and controlled St. Patrick's.

137. Upon information and belief, at all relevant times the Diocese was responsible for the hiring and staffing, and did the hiring and staffing, at St. Patrick's.

138. Upon information and belief, at all relevant times the Diocese was responsible for and did the recruitment and staffing of volunteers at St. Patrick's.

139. Upon information and belief, at all relevant times the Diocese materially benefited from the operation of St. Patrick's, including the services of Father Karvelis and the services of those who managed and supervised Father Karvelis.

140. Upon information and belief, at all relevant times St. Patrick's owned a parish, church, and school.

141. Upon information and belief, at all relevant times St. Patrick's held itself out to the public as the owner of St. Patrick's.

142. Upon information and belief, at all relevant times St. Patrick's employed priests and others who served Catholic families, including plaintiff Charles d'Estries and his family.

143. Upon information and belief, at all relevant times St. Patrick's, its agents, servants, and employees managed, maintained, operated, and controlled St. Patrick's, and held out to the public its agents, servants and employees as those who managed, maintained, operated, and controlled St. Patrick's.

144. Upon information and belief, at all relevant times St. Patrick's was responsible for and did the staffing and hiring at St. Patrick's.

145. Upon information and belief, at all relevant times St. Patrick's was responsible for and did the recruitment and staffing of volunteers at St. Patrick's.

146. Upon information and belief, at all relevant times St. Patrick's materially benefitted from the operation of St. Patrick's, including the services of Father Karvelis and the services of those who managed and supervised Father Karvelis.

147. Upon information and belief, at all relevant times Father Karvelis was a priest of the Diocese.

148. Upon information and belief, at all relevant times Father Karvelis was on the staff of, acted as an agent of, and served as an employee of the Diocese.

149. Upon information and belief, at all relevant times Father Karvelis was acting in the course and scope of his employment with the Diocese.

150. Upon information and belief, at all relevant times Father Karvelis was employed by the Diocese and assigned to St. Patrick's.

151. Upon information and belief, at all relevant times Father Karvelis was a priest of St. Patrick's.

152. Upon information and belief, at all relevant times Father Karvelis was on the staff of, was an agent of, and served as an employee of St. Patrick's.

153. Upon information and belief, at all relevant times Father Karvelis was acting in the course and scope of his employment with St. Patrick's.

154. Upon information and belief, at all relevant times Father Karvelis had an office on the premises of St. Patrick's.

155. When plaintiff Charles d'Estries was a minor, he and his mother were members of the Diocese and St. Patrick's.

156. At all relevant times, the Diocese and St. Patrick's, their agents, servants, and employees, held Father Karvelis out to the public, to Charles, and to his mother, as their agent and employee.

157. At all relevant times, the Diocese and St. Patrick's, their agents, servants, and employees, held Father Karvelis out to the public, to Charles, and to his mother, as having been vetted, screened, and approved by those defendants.

158. At all relevant times, Charles and his mother reasonably relied upon the acts and representations of the Diocese and St. Patrick's, their agents, servants, and employees, and reasonably believed that Father Karvelis was an agent or employee of those defendants who was vetted, screened, and approved by those defendants.

159. At all relevant times, Charles and his mother trusted Father Karvelis because the Diocese and St. Patrick's held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Charles.

160. At all relevant times, Charles and his mother believed that the Diocese and St. Patricks would exercise such care as would a parent of ordinary prudence in comparable circumstances when those defendants assumed supervision, care, custody, and control of Charles.

161. When Charles was a minor, Father Karvelis sexually abused him.

162. Charles was sexually abused by Father Karvelis when Charles was approximately 13 to 15 years old.

163. Based on the representations of the Diocese and St. Patrick's that Father Karvelis was safe and trustworthy, Charles and his mother allowed Charles to be under the supervision of, and in the care, custody, and control of, the Diocese and St. Patrick's, including during the times when Charles was sexually abused by Father Karvelis.

164. Based on the representations of the Diocese and St. Patrick's that Father Karvelis was safe and trustworthy, Charles and his mother allowed Charles to be under the supervision of, and in the care, custody, and control of, Father Karvelis, including during the times when Charles was sexually abused by Father Karvelis.

165. Neither Charles nor his mother would have allowed him to be under the supervision of, or in the care, custody, or control of, the Diocese, St. Patrick's, or Father Karvelis if the Diocese or St. Patrick's had disclosed to Charles or his mother that Father Karvelis was not safe and was not trustworthy, and that he in fact posed a danger to Charles in that Father Karvelis was likely to sexually abuse Charles.



166. No parent of ordinary prudence in comparable circumstances would have allowed Charles to be under the supervision of, or in the care, custody, or control of, the Diocese, St. Patrick's, or Father Karvelis if the Diocese or St. Patrick's had disclosed to Charles or his mother that Father Karvelis was not safe and was not trustworthy, and that he in fact posed a danger to Charles in that Father Karvelis was likely to sexually abuse him.

167. From approximately 1968 through 1970, Father Karvelis exploited the trust and authority vested in him by defendants by grooming Charles to gain his trust and to obtain control over him as part of Father Karvelis' plan to sexually molest and abuse Charles and other children.

168. Father Karvelis used his position of trust and authority as a priest of the Diocese and of St. Patrick's to groom Charles and to sexually abuse him multiple times, including when Charles was under the supervision of, and in the care, custody, or control of, the Diocese, St. Patrick's, and Father Karvelis.

169. At certain times, Father Karvelis' sexual abuse of Charles occurred during activities that were sponsored by, or were a direct result of activities sponsored by, the Diocese and St. Patrick's, including during trips to Father Karvelis' home

170. Upon information and belief, the Diocese and St. Patrick's provided Father Karvelis with the home where Charles was sexually abused as part of his employment with those defendants.

171. Upon information and belief, prior to the times mentioned herein, Father Karvelis was a known sexual abuser of children.

172. Upon information and belief, at all relevant times, defendants, their agents, servants, and employees, knew or should have known that Father Karvelis was a known sexual abuser of children.

173. Upon information and belief, at all relevant times it was reasonably foreseeable to defendants, their agents, servants, and employees that Father Karvelis' sexual abuse of children would likely result in injury to others, including the sexual abuse of Charles and other children by Father Karvelis.

174. At certain times between 1968 and 1970, defendants, their agents, servants, and employees knew or should have known that Father Karvelis was sexually abusing Charles and other children at St. Patrick's and elsewhere.

175. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Father Karvelis of Charles was ongoing.

176. Upon information and belief, the Diocese and St. Patrick's, their agents, servants, and employees, knew or should have known before and during Father Karvelis' sexual abuse of Charles that priests and other persons serving the Diocese and St. Patrick's had used their positions with those defendants to groom and to sexually abuse children.

177. Upon information and belief, the Diocese and St. Patrick's, their agents, servants, and employees, knew or should have known before and during Father Karvelis' sexual abuse of Charles that such priests and other persons could not be "cured" through treatment or counseling.

178. Upon information and belief, the Diocese and St. Patrick's, their agents, servants, and employees, concealed the sexual abuse of children by Father Karvelis in order to conceal their own bad acts in failing to protect children from him, to protect their reputation, and to prevent victims of such sexual abuse by him from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that Father Karvelis would continue to molest children.

179. Upon information and belief, the Diocese and St. Patrick's, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Father Karvelis would use his position with the defendants to sexually abuse children, including Charles.

180. Upon information and belief, the Diocese and St. Patrick's, their agents, servants, and employees, disregarded their knowledge that Father Karvelis would use his position with them to sexually abuse children, including Charles.

181. Upon information and belief, the Diocese and St. Patrick's, their agents, servants, and employees, acted in concert with each other or with Father Karvelis to conceal the danger that Father Karvelis posed to children, including Charles, so that Father Karvelis could continue serving them despite their knowledge of that danger.

182. Upon information and belief, the Diocese and St. Patrick's, their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including Charles, and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

183. Upon information and belief, the Diocese and St. Patrick's, their agents, servants, and employees, concealed the sexual abuse of children by priests and others in order to conceal their own bad acts in failing to protect children from being abused, to protect their reputation, and to prevent victims of such sexual abuse from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that those priests and other persons would continue to molest children.

184. By reason of the wrongful acts of the Diocese and St. Patrick's as detailed herein, Charles sustained physical and psychological injuries, including but not limited to, severe

emotional and psychological distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, physical pain and mental anguish, and emotional and psychological damage, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature, and Charles has and/or will become obligated to expend sums of money for treatment.

## VI. STATEMENT OF FACTS AS TO PLAINTIFF K.L.

185. Upon information and belief, at all relevant times the Diocese was the owner of St. Barnabas and held itself out to the public as the owner of St. Barnabas.

186. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled St. Barnabas.

187. Upon information and belief, at all relevant times the Diocese employed priests and others who served Catholic families at St. Barnabas, including plaintiff K.L. and his family.

188. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled St. Barnabas, and held out to the public its agents, servants, and employees as those who managed, maintained, operated, and controlled St. Barnabas.

189. Upon information and belief, at all relevant times the Diocese was responsible for the hiring and staffing, and did the hiring and staffing, at St. Barnabas.

190. Upon information and belief, at all relevant times the Diocese was responsible for and did the recruitment and staffing of volunteers at St. Barnabas.

191. Upon information and belief, at all relevant times the Diocese materially benefited from the operation of St. Barnabas, including the services of Father Mahoney and the services of those who managed and supervised Father Mahoney.

192. Upon information and belief, at all relevant times St. Barnabas owned a parish and church.

193. Upon information and belief, at all relevant times St. Barnabas held itself out to the public as the owner of St. Barnabas.

194. Upon information and belief, at all relevant times St. Barnabas employed priests and others who served Catholic families, including plaintiff K.L. and his family.

195. Upon information and belief, at all relevant times St. Barnabas, its agents, servants, and employees managed, maintained, operated, and controlled St. Barnabas, and held out to the public its agents, servants and employees as those who managed, maintained, operated, and controlled St. Barnabas.

196. Upon information and belief, at all relevant times St. Barnabas was responsible for and did the staffing and hiring at St. Barnabas.

197. Upon information and belief, at all relevant times St. Barnabas was responsible for and did the recruitment and staffing of volunteers at St. Barnabas.

198. Upon information and belief, at all relevant times St. Barnabas materially benefitted from the operation of St. Barnabas, including the services of Father Mahoney and the services of those who managed and supervised Father Mahoney.

199. Upon information and belief, at all relevant times Father Mahoney was a priest of the Diocese.

200. Upon information and belief, at all relevant times Father Mahoney was on the staff of, acted as an agent of, and served as an employee of the Diocese.

201. Upon information and belief, at all relevant times Father Mahoney was acting in the course and scope of his employment with the Diocese.

202. Upon information and belief, at all relevant times Father Mahoney was employed by the Diocese and assigned to St. Barnabas.

203. Upon information and belief, at all relevant times Father Mahoney was a priest of St. Barnabas.

204. Upon information and belief, at all relevant times Father Mahoney was on the staff of, was an agent of, and served as an employee of St. Barnabas.

205. Upon information and belief, at all relevant times Father Mahoney was acting in the course and scope of his employment with St. Barnabas.

206. Upon information and belief, at all relevant times Father Mahoney had an office on the premises of St. Barnabas.

207. When plaintiff K.L. was a minor, he and his parents were members of the Diocese and St. Barnabas.

208. At all relevant times, the Diocese and St. Barnabas, their agents, servants, and employees, held Father Mahoney out to the public, to K.L., and to his parents, as their agent and employee.

209. At all relevant times, the Diocese and St. Barnabas, their agents, servants, and employees, held Father Mahoney out to the public, to K.L., and to his parents, as having been vetted, screened, and approved by those defendants.

210. At all relevant times, K.L. and his parents reasonably relied upon the acts and representations of the Diocese and St. Barnabas, their agents, servants, and employees, and reasonably believed that Father Mahoney was an agent or employee of those defendants who was vetted, screened, and approved by those defendants.

211. At all relevant times, K.L. and his parents trusted Father Mahoney because the Diocese and St. Barnabas held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of K.L.

212. At all relevant times, K.L. and his parents believed that the Diocese and St. Barnabas would exercise such care as would a parent of ordinary prudence in comparable circumstances when those defendants assumed supervision, care, custody, and control of K.L.

213. When K.L. was a minor, Father Mahoney sexually abused him.

214. K.L. was sexually abused by Father Mahoney when K.L. was approximately 10 years old.

215. Based on the representations of the Diocese and St. Barnabas that Father Mahoney was safe and trustworthy, K.L. and his parents allowed K.L. to be under the supervision of, and in the care, custody, and control of, the Diocese and St. Barnabas, including during the times when K.L. was sexually abused by Father Mahoney.

216. Based on the representations of the Diocese and St. Barnabas that Father Mahoney was safe and trustworthy, K.L. and his parents allowed K.L. to be under the supervision of, and in the care, custody, and control of, Father Mahoney, including during the times when K.L. was sexually abused by Father Mahoney.

217. Neither K.L. nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, the Diocese, St. Barnabas, or Father Mahoney if the Diocese or St. Barnabas had disclosed to K.L. or his parents that Father Mahoney was not safe and was not trustworthy, and that he in fact posed a danger to K.L. in that Father Mahoney was likely to sexually abuse K.L.

218. No parent of ordinary prudence in comparable circumstances would have allowed K.L. to be under the supervision of, or in the care, custody, or control of, the Diocese, St. Barnabas, or Father Mahoney if the Diocese or St. Barnabas had disclosed to K.L. or his parents that Father Mahoney was not safe and was not trustworthy, and that he in fact posed a danger to K.L. in that Father Mahoney was likely to sexually abuse him.

219. In approximately 1968, Father Mahoney exploited the trust and authority vested in him by defendants by grooming K.L. to gain his trust and to obtain control over him as part of Father Mahoney's plan to sexually molest and abuse K.L. and other children.

220. Father Mahoney used his position of trust and authority as a priest of the Diocese and of St. Barnabas to groom K.L. and to sexually abuse him multiple times, including when K.L. was under the supervision of, and in the care, custody, or control of, the Diocese, St. Barnabas, and Father Mahoney.

221. At certain times, the sexual abuse of K.L. by Father Mahoney occurred at St. Barnabas, including in the sacristy at St. Barnabas.

222. At certain times, Father Mahoney's sexual abuse of K.L. occurred during activities that were sponsored by, or were a direct result of activities sponsored by, the Diocese and St. Barnabas, including during altar boy services.

223. Upon information and belief, prior to the times mentioned herein, Father Mahoney was a known sexual abuser of children.

224. Upon information and belief, at all relevant times, defendants, their agents, servants, and employees, knew or should have known that Father Mahoney was a known sexual abuser of children.



225. Upon information and belief, at all relevant times it was reasonably foreseeable to defendants, their agents, servants, and employees that Father Mahoney's sexual abuse of children would likely result in injury to others, including the sexual abuse of K.L. and other children by Father Mahoney.

226. Upon information and belief, the defendants, their agents, servants, and employees, knew or should have known that Father Mahoney was sexually abusing K.L. and other children at St. Barnabas and elsewhere.

227. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Father Mahoney of K.L. was ongoing.

228. Upon information and belief, the Diocese and St. Barnabas, their agents, servants, and employees, knew or should have known before and during Father Mahoney's sexual abuse of K.L. that priests and other persons serving the Diocese and St. Barnabas had used their positions with those defendants to groom and to sexually abuse children.

229. Upon information and belief, the Diocese and St. Barnabas, their agents, servants, and employees, knew or should have known before and during Father Mahoney's sexual abuse of K.L. that such priests and other persons could not be "cured" through treatment or counseling.

230. Upon information and belief, the Diocese and St. Barnabas, their agents, servants, and employees, concealed the sexual abuse of children by Father Mahoney in order to conceal their own bad acts in failing to protect children from him, to protect their reputation, and to prevent victims of such sexual abuse by him from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that Father Mahoney would continue to molest children.

231. Upon information and belief, the Diocese and St. Barnabas, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Father Mahoney would use his position with the defendants to sexually abuse children, including K.L.

232. Upon information and belief, the Diocese and St. Barnabas, their agents, servants, and employees, disregarded their knowledge that Father Mahoney would use his position with them to sexually abuse children, including K.L.

233. Upon information and belief, the Diocese and St. Barnabas, their agents, servants, and employees, acted in concert with each other or with Father Mahoney to conceal the danger that Father Mahoney posed to children, including K.L., so that Father Mahoney could continue serving them despite their knowledge of that danger.

234. Upon information and belief, the Diocese and St. Barnabas, their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including K.L., and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

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

236. By reason of the wrongful acts of the Diocese and St. Barnabas as detailed herein, K.L. sustained physical and psychological injuries, including but not limited to, severe emotional

and psychological distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, physical pain and mental anguish, and emotional and psychological damage, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature, and K.L. has and/or will become obligated to expend sums of money for treatment.

## **VII. STATEMENT OF FACTS AS TO PLAINTIFF JEFFREY KREUTZ**

237. Upon information and belief, at all relevant times the Diocese was the owner of Good Shepherd and St. Joseph's and held itself out to the public as the owner of Good Shepherd and St. Joseph's.

238. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled Good Shepherd and St. Joseph's.

239. Upon information and belief, at all relevant times the Diocese employed priests and others who served Catholic families at Good Shepherd and St. Joseph's, including plaintiff Jeffrey Kreutz and his family.

240. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled Good Shepherd and St. Joseph's, and held out to the public its agents, servants, and employees as those who managed, maintained, operated, and controlled Good Shepherd and St. Joseph's.

241. Upon information and belief, at all relevant times the Diocese was responsible for the hiring and staffing, and did the hiring and staffing, at Good Shepherd and St. Joseph's.

242. Upon information and belief, at all relevant times the Diocese was responsible for and did the recruitment and staffing of volunteers at Good Shepherd and St. Joseph's.

243. Upon information and belief, at all relevant times the Diocese materially benefited from the operation of Good Shepherd and St. Joseph's, including the services of Father Peterson and the services of those who managed and supervised Father Peterson.

244. Upon information and belief, at all relevant times Good Shepherd owned a parish, and church.

245. Upon information and belief, at all relevant times Good Shepherd held itself out to the public as the owner of Good Shepherd.

246. Upon information and belief, at all relevant times St. Joseph's owned a parish and church.

247. Upon information and belief, at all relevant times St. Joseph's held itself out to the public as the owner of St. Joseph's.

248. Upon information and belief, at all relevant times Good Shepherd and St. Joseph's employed priests and others who served Catholic families, including plaintiff Jeffrey Kreutz and his family.

249. Upon information and belief, at all relevant times Good Shepherd and St. Joseph's, their agents, servants, and employees managed, maintained, operated, and controlled Good Shepherd and St. Joseph's, respectively, and held out to the public their agents, servants and employees as those who managed, maintained, operated, and controlled Good Shepherd and St. Joseph's, respectively.

250. Upon information and belief, at all relevant times Good Shepherd and St. Joseph's were responsible for and did the staffing and hiring at Good Shepherd and St. Joseph's, respectively.

251. Upon information and belief, at all relevant times Good Shepherd and St. Joseph's were responsible for and did the recruitment and staffing of volunteers at Good Shepherd and St. Joseph's, respectively.

252. Upon information and belief, at all relevant times Good Shepherd and St. Joseph's materially benefitted from the operation of Good Shepherd and St. Joseph's, respectively, including the services of Father Peterson and the services of those who managed and supervised Father Peterson.

253. Upon information and belief, at all relevant times Father Peterson was a priest of the Diocese.

254. Upon information and belief, at all relevant times Father Peterson was on the staff of, acted as an agent of, and served as an employee of the Diocese.

255. Upon information and belief, at all relevant times Father Peterson was acting in the course and scope of his employment with the Diocese.

256. Upon information and belief, at all relevant times Father Peterson was employed by the Diocese and assigned to Good Shepherd and St. Joseph's.

257. Upon information and belief, at all relevant times Father Peterson was a priest of Good Shepherd and St. Joseph's.

258. Upon information and belief, at all relevant times Father Peterson was on the staff of, was an agent of, and served as an employee of Good Shepherd and St. Joseph's.

259. Upon information and belief, at all relevant times Father Peterson was acting in the course and scope of his employment with Good Shepherd and St. Joseph's.

260. Upon information and belief, at all relevant times Father Peterson had an office on the premises of Good Shepherd and St. Joseph's.

261. When plaintiff Jeffrey Kreutz was a minor, he and his parents were members of the Diocese, Good Shepherd, and St. Joseph's.

262. At all relevant times, the Diocese, Good Shepherd, and St. Joseph's, their agents, servants, and employees, held Father Peterson out to the public, to Jeffrey, and to his parents, as their agent and employee.

263. At all relevant times, the Diocese, Good Shepherd, and St. Joseph's, their agents, servants, and employees, held Father Peterson out to the public, to Jeffrey, and to his parents, as having been vetted, screened, and approved by those defendants.

264. At all relevant times, Jeffrey and his parents reasonably relied upon the acts and representations of the Diocese, Good Shepherd, and St. Joseph's, their agents, servants, and employees, and reasonably believed that Father Peterson was an agent or employee of those defendants who was vetted, screened, and approved by those defendants.

265. At all relevant times, Jeffrey and his parents trusted Father Peterson because the Diocese, Good Shepherd, and St. Joseph's held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Jeffrey.

266. At all relevant times, Jeffrey and his parents believed that the Diocese, Good Shepherd, and St. Joseph's would exercise such care as would a parent of ordinary prudence in comparable circumstances when those defendants assumed supervision, care, custody, and control of Jeffrey.

267. When Jeffrey was a minor, Father Peterson sexually abused him.

268. Jeffrey was sexually abused by Father Peterson when Jeffrey was approximately 10 to 16 years old.

269. Based on the representations of the Diocese, Good Shepherd, and St. Joseph's that Father Peterson was safe and trustworthy, Jeffrey and his parents allowed Jeffrey to be under the supervision of, and in the care, custody, and control of, the Diocese, Good Shepherd, and St. Joseph's, including during the times when Jeffrey was sexually abused by Father Peterson.

270. Based on the representations of the Diocese, Good Shepherd, and St. Joseph's that Father Peterson was safe and trustworthy, Jeffrey and his parents allowed Jeffrey to be under the supervision of, and in the care, custody, and control of, Father Peterson, including during the times when Jeffrey was sexually abused by Father Peterson.

271. Neither Jeffrey nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, the Diocese, Good Shepherd, St. Joseph's or Father Peterson if the Diocese, Good Shepherd, or St. Joseph's had disclosed to Jeffrey or his parents that Father Peterson was not safe and was not trustworthy, and that he in fact posed a danger to Jeffrey in that Father Peterson was likely to sexually abuse Jeffrey.

272. No parent of ordinary prudence in comparable circumstances would have allowed Jeffrey to be under the supervision of, or in the care, custody, or control of, the Diocese, Good Shepherd, St. Joseph's or Father Peterson if the Diocese, Good Shepherd, or St. Joseph's had disclosed to Jeffrey or his parents that Father Peterson was not safe and was not trustworthy, and that he in fact posed a danger to Jeffrey in that Father Peterson was likely to sexually abuse him.

273. From approximately 1972 through 1978, Father Peterson exploited the trust and authority vested in him by the defendants by grooming Jeffrey to gain his trust and to obtain control over him as part of Father Peterson's plan to sexually molest and abuse Jeffrey and other children.

274. Father Peterson used his position of trust and authority as a priest of the Diocese and of Good Shepherd to groom Jeffrey and to sexually abuse him multiple times, including when

Jeffrey was under the supervision of, and in the care, custody, or control of, the Diocese, Good Shepherd, St. Joseph's, and Father Peterson.

275. At certain times, the sexual abuse of Jeffrey by Father Peterson occurred at Good Shepherd, including in the rectory of Good Shepherd.

276. At certain times, the sexual abuse of Jeffrey by Father Peterson occurred at St. Joseph's, including in the rectory of St. Joseph's.

277. At certain times, the sexual abuse of Jeffrey by Father Peterson occurred when Father Peterson would use his position as a priest of the Diocese and St. Joseph's to visit him at a juvenile detention center.

278. At certain times, Father Peterson's sexual abuse of Jeffrey occurred during activities that were sponsored by, or were a direct result of activities sponsored by, the Diocese and Good Shepherd and St. Joseph's, including during counseling sessions at Good Shepherd, St. Joseph's, and the detention center.

279. Upon information and belief, prior to the times mentioned herein, Father Peterson was a known sexual abuser of children.

280. Upon information and belief, at all relevant times, defendants, their agents, servants, and employees, knew or should have known that Father Peterson was a known sexual abuser of children.

281. Upon information and belief, at all relevant times it was reasonably foreseeable to defendants, their agents, servants, and employees that Father Peterson's sexual abuse of children would likely result in injury to others, including the sexual abuse of Jeffrey and other children by Father Peterson.



282. At certain times between 1972 and 1978, defendants, their agents, servants, and employees knew or should have known that Father Peterson was sexually abusing Jeffrey and other children at Good Shepherd and St. Joseph's and elsewhere.

283. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Father Peterson of Jeffrey was ongoing.

284. Upon information and belief, the Diocese, Good Shepherd, and St. Joseph's, their agents, servants, and employees, knew or should have known before and during Father Peterson's sexual abuse of Jeffrey that priests and other persons serving the Diocese, Good Shepherd, and St. Joseph's had used their positions with those defendants to groom and to sexually abuse children.

285. Upon information and belief, the Diocese, Good Shepherd, and St. Joseph's, their agents, servants, and employees, knew or should have known before and during Father Peterson's sexual abuse of Jeffrey that such priests and other persons could not be "cured" through treatment or counseling.

286. Upon information and belief, the Diocese, Good Shepherd, and St. Joseph's, their agents, servants, and employees, concealed the sexual abuse of children by Father Peterson in order to conceal their own bad acts in failing to protect children from him, to protect their reputation, and to prevent victims of such sexual abuse by him from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that Father Peterson would continue to molest children.

287. Upon information and belief, the Diocese, Good Shepherd, and St. Joseph's, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Father Peterson would use his position with the defendants to sexually abuse children, including Jeffrey.

288. Upon information and belief, the Diocese, Good Shepherd, and St. Joseph's, their agents, servants, and employees, disregarded their knowledge that Father Peterson would use his position with them to sexually abuse children, including Jeffrey.

289. Upon information and belief, the Diocese, Good Shepherd, and St. Joseph's, their agents, servants, and employees, acted in concert with each other or with Father Peterson to conceal the danger that Father Peterson posed to children, including Jeffrey, so that Father Peterson could continue serving them despite their knowledge of that danger.

290. Upon information and belief, the Diocese, Good Shepherd, and St. Joseph's, their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including Jeffrey, and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

291. Upon information and belief, the Diocese, Good Shepherd, and St. Joseph's, their agents, servants, and employees, concealed the sexual abuse of children by priests and others in order to conceal their own bad acts in failing to protect children from being abused, to protect their reputation, and to prevent victims of such sexual abuse from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that those priests and other persons would continue to molest children.

292. By reason of the wrongful acts of the Diocese, Good Shepherd, and St. Joseph's as detailed herein, Jeffrey sustained physical and psychological injuries, including but not limited to, severe emotional and psychological distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, physical pain and mental anguish, and emotional and psychological damage, and, upon information and belief, some

or all of these injuries are of a permanent and lasting nature, and Jeffrey has and/or will become obligated to expend sums of money for treatment.

#### **VIII. STATEMENT OF FACTS AS TO PLAINTIFF G.E.P.**

293. Upon information and belief, at all relevant times the Diocese was the owner of St. Lawrence and held itself out to the public as the owner of St. Lawrence.

294. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled St. Lawrence.

295. Upon information and belief, at all relevant times the Diocese employed priests and others who served Catholic families at St. Lawrence, including plaintiff G.E.P. and his family.

296. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled St. Lawrence, and held out to the public its agents, servants, and employees as those who managed, maintained, operated, and controlled St. Lawrence.

297. Upon information and belief, at all relevant times the Diocese was responsible for the hiring and staffing, and did the hiring and staffing, at St. Lawrence.

298. Upon information and belief, at all relevant times the Diocese was responsible for and did the recruitment and staffing of volunteers at St. Lawrence.

299. Upon information and belief, at all relevant times the Diocese materially benefited from the operation of St. Lawrence, including the services of Father Burke and the services of those who managed and supervised Father Burke.

300. Upon information and belief, at all relevant times St. Lawrence owned a parish, church, and school.

301. Upon information and belief, at all relevant times St. Lawrence held itself out to the public as the owner of St. Lawrence.

302. Upon information and belief, at all relevant times St. Lawrence employed priests and others who served Catholic families, including plaintiff G.E.P. and his family.

303. Upon information and belief, at all relevant times St. Lawrence, its agents, servants, and employees managed, maintained, operated, and controlled St. Lawrence, and held out to the public its agents, servants and employees as those who managed, maintained, operated, and controlled St. Lawrence.

304. Upon information and belief, at all relevant times St. Lawrence was responsible for and did the staffing and hiring at St. Lawrence.

305. Upon information and belief, at all relevant times St. Lawrence was responsible for and did the recruitment and staffing of volunteers at St. Lawrence.

306. Upon information and belief, at all relevant times St. Lawrence materially benefitted from the operation of St. Lawrence, including the services of Father Burke and the services of those who managed and supervised Father Burke.

307. Upon information and belief, at all relevant times Father Burke was a priest of the Diocese.

308. Upon information and belief, at all relevant times Father Burke was on the staff of, acted as an agent of, and served as an employee of the Diocese.

309. Upon information and belief, at all relevant times Father Burke was acting in the course and scope of his employment with the Diocese.

310. Upon information and belief, at all relevant times Father Burke was employed by the Diocese and assigned to St. Lawrence.

311. Upon information and belief, at all relevant times Father Burke was a priest of St. Lawrence.

312. Upon information and belief, at all relevant times Father Burke was on the staff of, was an agent of, and served as an employee of St. Lawrence.

313. Upon information and belief, at all relevant times Father Burke was acting in the course and scope of his employment with St. Lawrence.

314. Upon information and belief, at all relevant times Father Burke had an office on the premises of St. Lawrence.

315. When plaintiff G.E.P. was a minor, he and his mother were members of the Diocese and St. Lawrence, and G.E.P. was a student of their school at St. Lawrence.

316. At all relevant times, the Diocese and St. Lawrence, their agents, servants, and employees, held Father Burke out to the public, to G.E.P., and to his mother, as their agent and employee.

317. At all relevant times, the Diocese and St. Lawrence, their agents, servants, and employees, held Father Burke out to the public, to G.E.P., and to his mother, as having been vetted, screened, and approved by those defendants.

318. At all relevant times, G.E.P. and his mother reasonably relied upon the acts and representations of the Diocese and St. Lawrence, their agents, servants, and employees, and reasonably believed that Father Burke was an agent or employee of those defendants who was vetted, screened, and approved by those defendants.

319. At all relevant times, G.E.P. and his mother trusted Father Burke because the Diocese and St. Lawrence held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of G.E.P.

320. At all relevant times, G.E.P. and his mother believed that the Diocese and St. Lawrence would exercise such care as would a parent of ordinary prudence in comparable circumstances when those defendants assumed supervision, care, custody, and control of G.E.P.

321. When G.E.P. was a minor, Father Burke sexually abused him.

322. G.E.P. was sexually abused by Father Burke when G.E.P. was approximately 7 years old.

323. Based on the representations of the Diocese and St. Lawrence that Father Burke was safe and trustworthy, G.E.P. and his mother allowed G.E.P. to be under the supervision of, and in the care, custody, and control of, the Diocese and St. Lawrence, including during the times when G.E.P. was sexually abused by Father Burke.

324. Based on the representations of the Diocese and St. Lawrence that Father Burke was safe and trustworthy, G.E.P. and his mother allowed G.E.P. to be under the supervision of, and in the care, custody, and control of, Father Burke, including during the times when G.E.P. was sexually abused by Father Burke.

325. Neither G.E.P. nor his mother would have allowed him to be under the supervision of, or in the care, custody, or control of, the Diocese, St. Lawrence, or Father Burke if the Diocese or St. Lawrence had disclosed to G.E.P. or his mother that Father Burke was not safe and was not trustworthy, and that he in fact posed a danger to G.E.P. in that Father Burke was likely to sexually abuse G.E.P.

326. No parent of ordinary prudence in comparable circumstances would have allowed G.E.P. to be under the supervision of, or in the care, custody, or control of, the Diocese, St. Lawrence, or Father Burke if the Diocese or St. Lawrence had disclosed to G.E.P. or his mother

that Father Burke was not safe and was not trustworthy, and that he in fact posed a danger to G.E.P. in that Father Burke was likely to sexually abuse him.

327. In approximately 1972, Father Burke exploited the trust and authority vested in him by defendants by grooming G.E.P. to gain his trust and to obtain control over him as part of Father Burke's plan to sexually molest and abuse G.E.P. and other children.

328. Father Burke used his position of trust and authority as a priest of the Diocese and of St. Lawrence to groom G.E.P. and to sexually abuse him multiple times, including when G.E.P. was under the supervision of, and in the care, custody, or control of, the Diocese, St. Lawrence, and Father Burke.

329. At certain times, the sexual abuse of G.E.P. by Father Burke occurred at St. Lawrence, including in a room at St. Lawrence.

330. At certain times, Father Burke's sexual abuse of G.E.P. occurred during activities that were sponsored by, or were a direct result of activities sponsored by, the Diocese and St. Lawrence, including during school activities.

331. Upon information and belief, prior to the times mentioned herein, Father Burke was a known sexual abuser of children.

332. Upon information and belief, at all relevant times, defendants, their agents, servants, and employees, knew or should have known that Father Burke was a known sexual abuser of children.

333. Upon information and belief, at all relevant times it was reasonably foreseeable to defendants, their agents, servants, and employees that Father Burke's sexual abuse of children would likely result in injury to others, including the sexual abuse of G.E.P. and other children by Father Burke.

334. Upon information and belief, the defendants, their agents, servants, and employees, knew or should have known that Father Burke posed a danger to G.E.P. and was sexually abusing other children at St. Lawrence and elsewhere.

335. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Father Burke of G.E.P. and other children was ongoing.

336. Upon information and belief, the Diocese and St. Lawrence, their agents, servants, and employees, knew or should have known before and during Father Burke's sexual abuse of G.E.P. that priests and other persons serving the Diocese and St. Lawrence had used their positions with those defendants to groom and to sexually abuse children.

337. Upon information and belief, the Diocese and St. Lawrence, their agents, servants, and employees, knew or should have known before and during Father Burke's sexual abuse of G.E.P. that such priests and other persons could not be "cured" through treatment or counseling.

338. Upon information and belief, the Diocese and St. Lawrence, their agents, servants, and employees, concealed the sexual abuse of children by Father Burke in order to conceal their own bad acts in failing to protect children from him, to protect their reputation, and to prevent victims of such sexual abuse by him from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that Father Burke would continue to molest children.

339. Upon information and belief, the Diocese and St. Lawrence, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Father Burke would use his position with the defendants to sexually abuse children, including G.E.P.



340. Upon information and belief, the Diocese and St. Lawrence, their agents, servants, and employees, disregarded their knowledge that Father Burke would use his position with them to sexually abuse children, including G.E.P.

341. Upon information and belief, the Diocese and St. Lawrence, their agents, servants, and employees, acted in concert with each other or with Father Burke to conceal the danger that Father Burke posed to children, including G.E.P., so that Father Burke could continue serving them despite their knowledge of that danger.

342. Upon information and belief, the Diocese and St. Lawrence, their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including G.E.P., and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

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

344. By reason of the wrongful acts of the Diocese and St. Lawrence as detailed herein, G.E.P. sustained physical and psychological injuries, including but not limited to, severe emotional and psychological distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, physical pain and mental anguish, and emotional and psychological damage, and, upon information and belief, some or all of these

injuries are of a permanent and lasting nature, and G.E.P. has and/or will become obligated to expend sums of money for treatment.

**IX. STATEMENT OF FACTS AS TO PLAINTIFF GERALD DACUK**

345. Upon information and belief, at all relevant times the Diocese was the owner of St. Andrews and held itself out to the public as the owner of St. Andrews.

346. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled St. Andrews.

347. Upon information and belief, at all relevant times the Diocese employed priests and others who served Catholic families at St. Andrews, including plaintiff Gerald Dacuk and his family.

348. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled St. Andrews, and held out to the public its agents, servants, and employees as those who managed, maintained, operated, and controlled St. Andrews.

349. Upon information and belief, at all relevant times the Diocese was responsible for the hiring and staffing, and did the hiring and staffing, at St. Andrews.

350. Upon information and belief, at all relevant times the Diocese was responsible for and did the recruitment and staffing of volunteers at St. Andrews.

351. Upon information and belief, at all relevant times the Diocese materially benefited from the operation of St. Andrews, including the services of Father Burke and Father Soave and the services of those who managed and supervised Father Burke and Father Soave.

352. Upon information and belief, at all relevant times St. Andrews owned a parish, church, and school.

353. Upon information and belief, at all relevant times St. Andrews held itself out to the public as the owner of St. Andrews.

354. Upon information and belief, at all relevant times St. Andrews employed priests and others who served Catholic families, including plaintiff Gerald Dacuk and his family.

355. Upon information and belief, at all relevant times St. Andrews, its agents, servants, and employees managed, maintained, operated, and controlled St. Andrews, and held out to the public its agents, servants and employees as those who managed, maintained, operated, and controlled St. Andrews.

356. Upon information and belief, at all relevant times St. Andrews was responsible for and did the staffing and hiring at St. Andrews.

357. Upon information and belief, at all relevant times St. Andrews was responsible for and did the recruitment and staffing of volunteers at St. Andrews.

358. Upon information and belief, at all relevant times St. Andrews materially benefitted from the operation of St. Andrews, including the services of Father Burke and Father Soave and the services of those who managed and supervised Father Burke and Father Soave.

359. Upon information and belief, at all relevant times Father Burke and Father Soave were priests of the Diocese.

360. Upon information and belief, at all relevant times Father Burke and Father Soave were on the staff of, acted as agents of, and served as employees of the Diocese.

361. Upon information and belief, at all relevant times Father Burke and Father Soave were acting in the course and scope of their employment with the Diocese.

362. Upon information and belief, at all relevant times Father Burke and Father Soave were employed by the Diocese and assigned to St. Andrews.

363. Upon information and belief, at all relevant times Father Burke and Father Soave were priests of St. Andrews.

364. Upon information and belief, at all relevant times Father Burke and Father Soave were on the staff of, were agents of, and served as employees of St. Andrews.

365. Upon information and belief, at all relevant times Father Burke and Father Soave were acting in the course and scope of their employment with St. Andrews.

366. Upon information and belief, at all relevant times Father Burke and Father Soave had offices on the premises of St. Andrews.

367. When plaintiff Gerald Dacuk was a minor, he and his parents were members of the Diocese and St. Andrews.

368. At all relevant times, the Diocese and St. Andrews, their agents, servants, and employees, held Father Burke and Father Soave out to the public, to Gerald, and to his parents, as their agents and employees.

369. At all relevant times, the Diocese and St. Andrews, their agents, servants, and employees, held Father Burke and Father Soave out to the public, to Gerald, and to his parents, as having been vetted, screened, and approved by those defendants.

370. At all relevant times, Gerald and his parents reasonably relied upon the acts and representations of the Diocese and St. Andrews, their agents, servants, and employees, and reasonably believed that Father Burke and Father Soave were agents or employees of those defendants who were vetted, screened, and approved by those defendants.

371. At all relevant times, Gerald and his parents trusted Father Burke and Father Soave because the Diocese and St. Andrews held them out as people who were safe and could be trusted with the supervision, care, custody, and control of Gerald.

372. At all relevant times, Gerald and his parents believed that the Diocese and St. Andrews would exercise such care as would a parent of ordinary prudence in comparable circumstances when those defendants assumed supervision, care, custody, and control of Gerald.

373. When Gerald was a minor, Father Burke and Father Soave sexually abused him.

374. Gerald was sexually abused by Father Soave when Gerald was approximately 8 to 11 years old.

375. Gerald was sexually abused by Father Burke when Gerald was approximately 10 to 14 years old.

376. Based on the representations of the Diocese and St. Andrews that Father Burke and Father Soave were safe and trustworthy, Gerald and his parents allowed Gerald to be under the supervision of, and in the care, custody, and control of, the Diocese and St. Andrews, including during the times when Gerald was sexually abused by Father Burke and Father Soave.

377. Based on the representations of the Diocese and St. Andrews that Father Burke and Father Soave were safe and trustworthy, Gerald and his parents allowed Gerald to be under the supervision of, and in the care, custody, and control of, Father Burke or Father Soave, including during the times when Gerald was sexually abused by Father Burke or Father Soave.

378. Neither Gerald nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, the Diocese, St. Andrews, Father Burke, or Father Soave if the Diocese or St. Andrews had disclosed to Gerald or his parents that Father Burke and Father Soave were not safe and were not trustworthy, and that they in fact posed a danger to Gerald in that Father Burke and Father Soave were likely to sexually abuse Gerald.

379. No parent of ordinary prudence in comparable circumstances would have allowed Gerald to be under the supervision of, or in the care, custody, or control of, the Diocese, St.

Andrews, Father Burke, or Father Soave if the Diocese or St. Andrews had disclosed to Gerald or his parents that Father Burke and Father Soave were not safe and were not trustworthy, and that they in fact posed a danger to Gerald in that Father Burke and Father Soave were likely to sexually abuse him.

380. From approximately 1973 through 1976, Father Soave exploited the trust and authority vested in him by defendants by grooming Gerald to gain his trust and to obtain control over him as part of Father Soave's plan to sexually molest and abuse Gerald and other children.

381. From approximately 1974 through 1979, Father Burke exploited the trust and authority vested in him defendants by grooming Gerald to gain his trust and to obtain control over him as part of Father Burke's plan to sexually molest and abuse Gerald and other children.

382. Father Burke and Father Soave used their position of trust and authority as priests of the Diocese and of St. Andrews to groom Gerald and to sexually abuse him multiple times, including when Gerald was under the supervision of, and in the care, custody, or control of, the Diocese, St. Andrews, Father Burke, and/or Father Soave.

383. At certain times, the sexual abuse of Gerald by Father Burke and Father Soave occurred at St. Andrews, including in rooms at St. Andrews.

384. At certain times, Father Burke and Father Soave's sexual abuse of Gerald occurred during activities that were sponsored by, or were a direct result of activities sponsored by, the Diocese and St. Andrews, including during school activities.

385. Upon information and belief, prior to the times mentioned herein, Father Burke and Father Soave were known sexual abusers of children.

386. Upon information and belief, at all relevant times, defendants, their agents, servants, and employees, knew or should have known that Father Burke and Father Soave were known sexual abusers of children.

387. Upon information and belief, at all relevant times it was reasonably foreseeable to defendants, their agents, servants, and employees that Father Burke and Father Soave's sexual abuse of children would likely result in injury to others, including the sexual abuse of Gerald and other children by Father Burke and Father Soave.

388. At certain times between 1973 and 1979, defendants, their agents, servants, and employees knew or should have known that Father Burke and Father Soave were sexually abusing Gerald and other children at St. Andrews and elsewhere.

389. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Father Burke and Father Soave of Gerald was ongoing.

390. Upon information and belief, the Diocese and St. Andrews, their agents, servants, and employees, knew or should have known that Father Burke and Father Soave were likely to abuse children, including Gerald, because their nuns would deliver Gerald to Father Burke and Father Soave and leave him alone with them at the church.

391. Upon information and belief, the Diocese and St. Andrews, their agents, servants, and employees, knew or should have known before and during Father Burke and Father Soave's sexual abuse of Gerald that priests and other persons serving the Diocese and St. Andrews had used their positions with those defendants to groom and to sexually abuse children.

392. Upon information and belief, the Diocese and St. Andrews, their agents, servants, and employees, knew or should have known before and during Father Burke and Father Soave's

sexual abuse of Gerald that such priests and other persons could not be “cured” through treatment or counseling.

393. Upon information and belief, the Diocese and St. Andrews, their agents, servants, and employees, concealed the sexual abuse of children by Father Burke and Father Soave in order to conceal their own bad acts in failing to protect children from them, to protect their reputation, and to prevent victims of such sexual abuse by them from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that Father Burke and Father Soave would continue to molest children.

394. Upon information and belief, the Diocese and St. Andrews, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Father Burke and Father Soave would use their positions with the defendants to sexually abuse children, including Gerald.

395. Upon information and belief, the Diocese and St. Andrews, their agents, servants, and employees, disregarded their knowledge that Father Burke and Father Soave would use their positions with them to sexually abuse children, including Gerald.

396. Upon information and belief, the Diocese and St. Andrews, their agents, servants, and employees, acted in concert with each other or with Father Burke and/or Father Soave to conceal the danger that Father Burke and/or Father Soave posed to children, including Gerald, so that Father Burke and Father Soave could continue serving them despite their knowledge of that danger.

397. Upon information and belief, the Diocese and St. Andrews, their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including



Gerald, and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

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

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

#### **X. STATEMENT OF FACTS AS TO PLAINTIFF PAUL KUSTES**

400. Upon information and belief, at all relevant times the Diocese was the owner of Holy Trinity and held itself out to the public as the owner of Holy Trinity.

401. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled Holy Trinity.

402. Upon information and belief, at all relevant times the Diocese employed priests and others who served Catholic families at Holy Trinity, including plaintiff Paul Kustes and his family.

403. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled Holy Trinity, and held out to the

public its agents, servants, and employees as those who managed, maintained, operated, and controlled Holy Trinity.

404. Upon information and belief, at all relevant times the Diocese was responsible for the hiring and staffing, and did the hiring and staffing, at Holy Trinity.

405. Upon information and belief, at all relevant times the Diocese was responsible for and did the recruitment and staffing of volunteers at Holy Trinity.

406. Upon information and belief, at all relevant times the Diocese materially benefited from the operation of Holy Trinity, including the services of Father Ribaldo and the services of those who managed and supervised Father Ribaldo.

407. Upon information and belief, at all relevant times Holy Trinity owned a school.

408. Upon information and belief, at all relevant times Holy Trinity held itself out to the public as the owner of Holy Trinity.

409. Upon information and belief, at all relevant times Holy Trinity employed priests and others who served Catholic families, including plaintiff Paul Kustes and his family.

410. Upon information and belief, at all relevant times Holy Trinity, its agents, servants, and employees managed, maintained, operated, and controlled Holy Trinity, and held out to the public its agents, servants and employees as those who managed, maintained, operated, and controlled Holy Trinity.

411. Upon information and belief, at all relevant times Holy Trinity was responsible for and did the staffing and hiring at Holy Trinity.

412. Upon information and belief, at all relevant times Holy Trinity was responsible for and did the recruitment and staffing of volunteers at Holy Trinity.

413. Upon information and belief, at all relevant times Holy Trinity materially benefitted from the operation of Holy Trinity, including the services of Father Ribaudo and the services of those who managed and supervised Father Ribaudo.

414. Upon information and belief, at all relevant times Father Ribaudo was a priest of the Diocese.

415. Upon information and belief, at all relevant times Father Ribaudo was on the staff of, acted as an agent of, and served as an employee of the Diocese.

416. Upon information and belief, at all relevant times Father Ribaudo was acting in the course and scope of his employment with the Diocese.

417. Upon information and belief, at all relevant times Father Ribaudo was employed by the Diocese and assigned to Holy Trinity.

418. Upon information and belief, at all relevant times Father Ribaudo was a priest of Holy Trinity.

419. Upon information and belief, at all relevant times Father Ribaudo was on the staff of, was an agent of, and served as an employee of Holy Trinity.

420. Upon information and belief, at all relevant times Father Ribaudo was acting in the course and scope of his employment with Holy Trinity.

421. Upon information and belief, at all relevant times Father Ribaudo had an office on the premises of Holy Trinity.

422. When plaintiff Paul Kustes was a minor, he and his parents were members of the Diocese and Holy Trinity.

423. At all relevant times, the Diocese and Holy Trinity, their agents, servants, and employees, held Father Ribaldo out to the public, to Paul, and to his parents, as their agent and employee.

424. At all relevant times, the Diocese and Holy Trinity, their agents, servants, and employees, held Father Ribaldo out to the public, to Paul, and to his parents, as having been vetted, screened, and approved by those defendants.

425. At all relevant times, Paul and his parents reasonably relied upon the acts and representations of the Diocese and Holy Trinity, their agents, servants, and employees, and reasonably believed that Father Ribaldo was an agent or employee of those defendants who was vetted, screened, and approved by those defendants.

426. At all relevant times, Paul and his parents trusted Father Ribaldo because the Diocese and Holy Trinity held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Paul.

427. At all relevant times, Paul and his parents believed that the Diocese and Holy Trinity would exercise such care as would a parent of ordinary prudence in comparable circumstances when those defendants assumed supervision, care, custody, and control of Paul.

428. When Paul was a minor, Father Ribaldo sexually abused him.

429. Paul was sexually abused by Father Ribaldo when Paul was approximately 15 to 16 years old.

430. Based on the representations of the Diocese and Holy Trinity that Father Ribaldo was safe and trustworthy, Paul and his parents allowed Paul to be under the supervision of, and in the care, custody, and control of, the Diocese and Holy Trinity, including during the times when Paul was sexually abused by Father Ribaldo.

431. Based on the representations of the Diocese and Holy Trinity that Father Ribaldo was safe and trustworthy, Paul and his parents allowed Paul to be under the supervision of, and in the care, custody, and control of, Father Ribaldo, including during the times when Paul was sexually abused by Father Ribaldo.

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

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

434. In approximately 1977, Father Ribaldo exploited the trust and authority vested in him by defendants by grooming Paul to gain his trust and to obtain control over him as part of Father Ribaldo's plan to sexually molest and abuse Paul and other children.

435. Father Ribaldo used his position of trust and authority as a priest of the Diocese and of Holy Trinity to groom Paul and to sexually abuse him multiple times, including when Paul was under the supervision of, and in the care, custody, or control of, the Diocese, Holy Trinity, and Father Ribaldo.

436. At certain times, the sexual abuse of Paul by Father Ribaldo occurred at Holy Trinity, including in Father Ribaldo's office at Holy Trinity High School.

437. At certain times, Father Ribaudo's sexual abuse of Paul occurred during activities that were sponsored by, or were a direct result of activities sponsored by, the Diocese and Holy Trinity, including during school activities.

438. Upon information and belief, prior to the times mentioned herein, Father Ribaudo was a known sexual abuser of children.

439. Upon information and belief, at all relevant times, defendants, their agents, servants, and employees, knew or should have known that Father Ribaudo was a known sexual abuser of children.

440. Upon information and belief, at all relevant times it was reasonably foreseeable to defendants, their agents, servants, and employees that Father Ribaudo's sexual abuse of children would likely result in injury to others, including the sexual abuse of Paul and other children by Father Ribaudo.

441. Upon information and belief, the defendants, their agents, servants, and employees, knew or should have known that Father Ribaudo was sexually abusing Paul and other children at Holy Trinity and elsewhere.

442. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Father Ribaudo of Paul was ongoing.

443. Upon information and belief, the Diocese and Holy Trinity, their agents, servants, and employees, knew or should have known before and during Father Ribaudo's sexual abuse of Paul that priests and other persons serving the Diocese and Holy Trinity had used their positions with those defendants to groom and to sexually abuse children.

444. Upon information and belief, the Diocese and Holy Trinity, their agents, servants, and employees, knew or should have known before and during Father Ribaudo's sexual abuse of Paul that such priests and other persons could not be "cured" through treatment or counseling.

445. Upon information and belief, the Diocese and Holy Trinity, their agents, servants, and employees, concealed the sexual abuse of children by Father Ribaudo in order to conceal their own bad acts in failing to protect children from him, to protect their reputation, and to prevent victims of such sexual abuse by him from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that Father Ribaudo would continue to molest children.

446. Upon information and belief, the Diocese and Holy Trinity, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Father Ribaudo would use his position with the defendants to sexually abuse children, including Paul.

447. Upon information and belief, the Diocese and Holy Trinity, their agents, servants, and employees, disregarded their knowledge that Father Ribaudo would use his position with them to sexually abuse children, including Paul.

448. Upon information and belief, the Diocese and Holy Trinity, their agents, servants, and employees, acted in concert with each other or with Father Ribaudo to conceal the danger that Father Ribaudo posed to children, including Paul, so that Father Ribaudo could continue serving them despite their knowledge of that danger.

449. Upon information and belief, the Diocese and Holy Trinity, their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including Paul,

and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

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

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

#### **XI. STATEMENT OF FACTS AS TO PLAINTIFF J.E.D.**

452. Upon information and belief, at all relevant times the Diocese was the owner of St. Hyacinth and All Saint's Regional and held itself out to the public as the owner of St. Hyacinth and All Saint's Regional.

453. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled St. Hyacinth and All Saint's Regional.



454. Upon information and belief, at all relevant times the Diocese employed priests, school administrators, teachers, and others who served Catholic families at St. Hyacinth and All Saint's Regional, including plaintiff J.E.D. and his family.

455. Upon information and belief, at all relevant times the Diocese, its agents, servants, and employees managed, maintained, operated, and controlled St. Hyacinth and All Saint's Regional, and held out to the public its agents, servants, and employees as those who managed, maintained, operated, and controlled St. Hyacinth and All Saint's Regional.

456. Upon information and belief, at all relevant times the Diocese was responsible for the hiring and staffing, and did the hiring and staffing, at St. Hyacinth and All Saint's Regional.

457. Upon information and belief, at all relevant times the Diocese was responsible for and did the recruitment and staffing of volunteers at St. Hyacinth and All Saint's Regional.

458. Upon information and belief, at all relevant times the Diocese materially benefited from the operation of St. Hyacinth and All Saint's Regional, including the services of Father Kozlowski and the services of those who managed and supervised Father Kozlowski.

459. Upon information and belief, at all relevant times St. Hyacinth owned a parish and church.

460. Upon information and belief, at all relevant times St. Hyacinth held itself out to the public as the owner of St. Hyacinth.

461. Upon information and belief, at all relevant times St. Hyacinth employed priests, school administrators, teachers, and others who served Catholic families, including plaintiff J.E.D. and his family.

462. Upon information and belief, at all relevant times St. Hyacinth, its agents, servants, and employees managed, maintained, operated, and controlled St. Hyacinth, and held out to the

public its agents, servants and employees as those who managed, maintained, operated, and controlled St. Hyacinth.

463. Upon information and belief, at all relevant times St. Hyacinth was responsible for and did the staffing and hiring at St. Hyacinth.

464. Upon information and belief, at all relevant times St. Hyacinth was responsible for and did the recruitment and staffing of volunteers at St. Hyacinth.

465. Upon information and belief, at all relevant times St. Hyacinth materially benefitted from the operation of St. Hyacinth, including the services of Father Kozlowski and the services of those who managed and supervised Father Kozlowski.

466. Upon information and belief, at all relevant times All Saint's Regional owned a school.

467. Upon information and belief, at all relevant times All Saint's Regional held itself out to the public as the owner of All Saint's Regional.

468. Upon information and belief, at all relevant times All Saint's Regional employed priests, school administrators, teachers, and others who served Catholic families, including plaintiff J.E.D. and his family.

469. Upon information and belief, at all relevant times All Saint's Regional, its agents, servants, and employees managed, maintained, operated, and controlled All Saint's Regional, and held out to the public its agents, servants and employees as those who managed, maintained, operated, and controlled All Saint's Regional.

470. Upon information and belief, at all relevant times All Saint's Regional was responsible for and did the staffing and hiring at All Saint's Regional.

471. Upon information and belief, at all relevant times All Saint's Regional was responsible for and did the recruitment and staffing of volunteers at All Saint's Regional.

472. Upon information and belief, at all relevant times All Saint's Regional materially benefitted from the operation of All Saint's Regional, including the services of Father Kozlowski and the services of those who managed and supervised Father Kozlowski.

473. Upon information and belief, at all relevant times Father Kozlowski was a priest and school administrator of the Diocese.

474. Upon information and belief, at all relevant times Father Kozlowski was on the staff of, acted as an agent of, and served as an employee of the Diocese.

475. Upon information and belief, at all relevant times Father Kozlowski was acting in the course and scope of his employment with the Diocese.

476. Upon information and belief, at all relevant times Father Kozlowski was employed by the Diocese and assigned to St. Hyacinth and All Saint's Regional.

477. Upon information and belief, at all relevant times Father Kozlowski was a priest and school administrator of St. Hyacinth.

478. Upon information and belief, at all relevant times Father Kozlowski was on the staff of, was an agent of, and served as an employee of St. Hyacinth.

479. Upon information and belief, at all relevant times Father Kozlowski was acting in the course and scope of his employment with St. Hyacinth.

480. Upon information and belief, at all relevant times Father Kozlowski had an office on the premises of St. Hyacinth.

481. Upon information and belief, at all relevant times Father Kozlowski was a priest and school administrator of All Saint's Regional.

482. Upon information and belief, at all relevant times Father Kozlowski was on the staff of, was an agent of, and served as an employee of All Saint's Regional.

483. Upon information and belief, at all relevant times Father Kozlowski was acting in the course and scope of his employment with All Saint's Regional.

484. Upon information and belief, at all relevant times Father Kozlowski had an office on the premises of All Saint's Regional.

485. When plaintiff J.E.D. was a minor, he and his parents were members of the Diocese and St. Hyacinth, and J.E.D. was a student of All Saint's Regional.

486. At all relevant times, the Diocese, St. Hyacinth, and All Saint's Regional, their agents, servants, and employees, held Father Kozlowski out to the public, to J.E.D., and to his parents, as their agent and employee.

487. At all relevant times, the Diocese, St. Hyacinth, and All Saint's Regional, their agents, servants, and employees, held Father Kozlowski out to the public, to J.E.D., and to his parents, as having been vetted, screened, and approved by those defendants.

488. At all relevant times, J.E.D. and his parents reasonably relied upon the acts and representations of the Diocese, St. Hyacinth, and All Saint's Regional, their agents, servants, and employees, and reasonably believed that Father Kozlowski was an agent or employee of those defendants who was vetted, screened, and approved by those defendants.

489. At all relevant times, J.E.D. and his parents trusted Father Kozlowski because the Diocese, St. Hyacinth, and All Saint's Regional held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of J.E.D.

490. At all relevant times, J.E.D. and his parents believed that the Diocese, St. Hyacinth, and All Saint's Regional would exercise such care as would a parent of ordinary prudence in

comparable circumstances when those defendants assumed supervision, care, custody, and control of J.E.D.

491. When J.E.D. was a minor, Father Kozlowski sexually abused him.

492. J.E.D. was sexually abused by Father Kozlowski when he was approximately 7 years old.

493. Based on the representations of the Diocese, St. Hyacinth, and All Saint's Regional that Father Kozlowski was safe and trustworthy, J.E.D. and his parents allowed J.E.D. to be under the supervision of, and in the care, custody, and control of, the Diocese, St. Hyacinth, and All Saint's Regional, including during the times when J.E.D. was sexually abused by Father Kozlowski.

494. Based on the representations of the Diocese, St. Hyacinth, and All Saint's Regional that Father Kozlowski was safe and trustworthy, J.E.D. and his parents allowed J.E.D. to be under the supervision of, and in the care, custody, and control of, Father Kozlowski, including during the times when J.E.D. was sexually abused by Father Kozlowski.

495. Neither J.E.D. nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, the Diocese, St. Hyacinth and All Saint's Regional, or Father Kozlowski if the Diocese or St. Hyacinth and All Saint's Regional had disclosed to J.E.D. or his parents that Father Kozlowski was not safe and was not trustworthy, and that he in fact posed a danger to J.E.D. in that Father Kozlowski was likely to sexually abuse J.E.D.

496. No parent of ordinary prudence in comparable circumstances would have allowed J.E.D. to be under the supervision of, or in the care, custody, or control of, the Diocese, St. Hyacinth and All Saint's Regional, or Father Kozlowski if the Diocese or St. Hyacinth and All Saint's Regional had disclosed to J.E.D. or his parents that Father Kozlowski was not safe and was

not trustworthy, and that he in fact posed a danger to J.E.D. in that Father Kozlowski was likely to sexually abuse him.

497. From approximately 1991 through 1992, Father Kozlowski exploited the trust and authority vested in him by defendants by grooming J.E.D. to gain his trust and to obtain control over him as part of Father Kozlowski's plan to sexually molest and abuse J.E.D. and other children.

498. Father Kozlowski used his position of trust and authority as a priest and school administrator of the Diocese, St. Hyacinth, and All Saint's Regional to groom J.E.D. and to sexually abuse him multiple times, including when J.E.D. was under the supervision of, and in the care, custody, or control of, the Diocese, St. Hyacinth, All Saint's Regional, and Father Kozlowski.

499. At certain times, the sexual abuse of J.E.D. by Father Kozlowski occurred at St. Hyacinth, including at Father Kozlowski's office.

500. At certain times, Father Kozlowski's sexual abuse of J.E.D. occurred during activities that were sponsored by, or were a direct result of activities sponsored by, the Diocese, St. Hyacinth, and All Saint's Regional, including altar boy services and school activities when Father Kozlowski would take J.E.D. out of class and sexually abuse him.

501. Upon information and belief, prior to the times mentioned herein, Father Kozlowski was a known sexual abuser of children.

502. Upon information and belief, at all relevant times, defendants, their agents, servants, and employees, knew or should have known that Father Kozlowski was a known sexual abuser of children.

503. Upon information and belief, at all relevant times it was reasonably foreseeable to defendants, their agents, servants, and employees that Father Kozlowski's sexual abuse of children

would likely result in injury to others, including the sexual abuse of J.E.D. and other children by Father Kozlowski.

504. At certain times between 1991 and 1992, defendants, their agents, servants, and employees knew or should have known that Father Kozlowski was sexually abusing J.E.D. and other children at St. Hyacinth and All Saint's Regional and elsewhere.

505. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Father Kozlowski of J.E.D. was ongoing.

506. Upon information and belief, the Diocese, St. Hyacinth, and All Saint's Regional, their agents, servants, and employees, knew or should have known before and during Father Kozlowski's sexual abuse of J.E.D. that priests, school administrators, teachers, and other persons serving the Diocese, St. Hyacinth, and All Saint's Regional had used their positions with those defendants to groom and to sexually abuse children.

507. Upon information and belief, the Diocese, St. Hyacinth, and All Saint's Regional, their agents, servants, and employees, knew or should have known before and during Father Kozlowski's sexual abuse of J.E.D. that such priests, school administrators, teachers, and other persons could not be "cured" through treatment or counseling.

508. Upon information and belief, the Diocese, St. Hyacinth, and All Saint's Regional, their agents, servants, and employees, concealed the sexual abuse of children by Father Kozlowski in order to conceal their own bad acts in failing to protect children from him, to protect their reputation, and to prevent victims of such sexual abuse by him from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that Father Kozlowski would continue to molest children.

509. Upon information and belief, the Diocese, St. Hyacinth, and All Saint's Regional, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Father Kozlowski would use his position with the defendants to sexually abuse children, including J.E.D.

510. Upon information and belief, the Diocese, St. Hyacinth, and All Saint's Regional, their agents, servants, and employees, disregarded their knowledge that Father Kozlowski would use his position with them to sexually abuse children, including J.E.D.

511. Upon information and belief, the Diocese, St. Hyacinth, and All Saint's Regional, their agents, servants, and employees, acted in concert with each other or with Father Kozlowski to conceal the danger that Father Kozlowski posed to children, including J.E.D., so that Father Kozlowski could continue serving them despite their knowledge of that danger.

512. Upon information and belief, the Diocese, St. Hyacinth, and All Saint's Regional, their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including J.E.D., and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

513. Upon information and belief, the Diocese, St. Hyacinth, and All Saint's Regional, their agents, servants, and employees, concealed the sexual abuse of children by priests, school administrators, teachers, and others in order to conceal their own bad acts in failing to protect children from being abused, to protect their reputation, and to prevent victims of such sexual abuse from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that those priests, school administrators, teachers, and other persons would continue to molest children.



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

## **XII. CAUSES OF ACTION AS TO PLAINTIFF CHARLES D'ESTRIES**

### **A. FIRST CAUSE OF ACTION – NEGLIGENCE**

515. Plaintiff Charles d'Estries repeats and re-alleges all of his allegations above and below.

516. The Diocese and St. Patrick's had a duty to take reasonable steps to protect plaintiff Charles d'Estries, a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

517. The Diocese and St. Patrick's also had a duty to take reasonable steps to prevent Father Karvelis from using the tasks, premises, and instrumentalities of his position with the defendants to target, groom, and sexually abuse children, including Charles.

518. The Diocese and St. Patrick's were supervising Charles, and had care, custody, and control of Charles, when he was a parishioner at St. Patrick's and at other times, during which time those defendants had a duty to take reasonable steps to protect him.

519. These circumstances created a special relationship between the Diocese and Charles, and between St. Patrick's and Charles, which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

520. The Diocese and St. Patrick's breached each of the foregoing duties by failing to exercise reasonable care to prevent Father Karvelis from harming Charles, including sexually abusing him.

521. In breaching their duties, including hiring, retaining, and failing to supervise Father Karvelis, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Charles, his mother, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Charles and other children who were under their supervision and in their care, custody, and control, the Diocese and St. Patrick's created a risk that Charles would be sexually abused by Father Karvelis. The Diocese and St. Patrick's through their actions and inactions created an environment that placed Charles in danger of unreasonable risks of harm under the circumstances.

522. In breaching their duties, including hiring, retaining, and failing to supervise Father Karvelis, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Charles, his mother, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Charles and other children who were under their supervision and in their care, custody, and control, the Diocese and St. Patrick's acted willfully and with conscious disregard for the need to protect Charles. The Diocese and St. Patrick's through their actions and inactions created an environment that placed Charles in danger of unreasonable risks of harm under the circumstances.

523. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of Charles.

524. As a direct and proximate result of the acts and omissions of the Diocese and St. Patrick's, Father Karvelis groomed and sexually abused Charles, which has caused Charles to suffer general and special damages as more fully described herein.

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

525. Plaintiff Charles d'Estries repeats and re-alleges all of his allegations above and below.

526. The Diocese and St. Patrick's engaged in reckless, extreme, and outrageous conduct by providing Father Karvelis with access to children, including plaintiff Charles d'Estries, despite knowing that he would likely use his position to groom and to sexually abuse them, including Charles. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

527. As a result of this reckless, extreme, and outrageous conduct, Father Karvelis gained access to Charles and sexually abused him.

528. The Diocese and St. Patrick's knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and Charles did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

**XIII. CAUSES OF ACTION AS TO PLAINTIFF K.L.**

**A. FIRST CAUSE OF ACTION – NEGLIGENCE**

529. Plaintiff K.L. repeats and re-alleges all of his allegations above and below.

530. The Diocese and St. Barnabas had a duty to take reasonable steps to protect plaintiff K.L., a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

531. The Diocese and St. Barnabas also had a duty to take reasonable steps to prevent Father Mahoney from using the tasks, premises, and instrumentalities of his position with the defendants to target, groom, and sexually abuse children, including K.L.

532. The Diocese and St. Barnabas were supervising K.L., and had care, custody, and control of K.L., when he served as an altar boy and at other times, during which time those defendants had a duty to take reasonable steps to protect him.

533. These circumstances created a special relationship between the Diocese and K.L., and between St. Barnabas and K.L., which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

534. The Diocese and St. Barnabas breached each of the foregoing duties by failing to exercise reasonable care to prevent Father Mahoney from harming K.L., including sexually abusing him.

535. In breaching their duties, including hiring, retaining, and failing to supervise Father Mahoney, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn K.L., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for K.L. and other children who were under their supervision and in their care, custody, and control, the Diocese and St. Barnabas created a risk that K.L. would be sexually abused by Father Mahoney. The Diocese and St.

Barnabas through their actions and inactions created an environment that placed K.L. in danger of unreasonable risks of harm under the circumstances.

536. In breaching their duties, including hiring, retaining, and failing to supervise Father Mahoney, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn K.L., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for K.L. and other children who were under their supervision and in their care, custody, and control, the Diocese and St. Barnabas acted willfully and with conscious disregard for the need to protect K.L. The Diocese and St. Barnabas through their actions and inactions created an environment that placed K.L. in danger of unreasonable risks of harm under the circumstances.

537. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of K.L.

538. As a direct and proximate result of the acts and omissions of the Diocese and St. Barnabas, Father Mahoney groomed and sexually abused K.L., which has caused K.L. to suffer general and special damages as more fully described herein.

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

539. Plaintiff K.L. repeats and re-alleges all of his allegations above and below.

540. The Diocese and St. Barnabas engaged in reckless, extreme, and outrageous conduct by providing Father Mahoney with access to children, including plaintiff K.L., despite knowing that he would likely use his position to groom and to sexually abuse them, including K.L. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of

decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

541. As a result of this reckless, extreme, and outrageous conduct, Father Mahoney gained access to K.L. and sexually abused him.

542. The Diocese and St. Barnabas knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and K.L. did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

#### **XIV. CAUSES OF ACTION AS TO PLAINTIFF JEFFREY KREUTZ**

##### **A. FIRST CAUSE OF ACTION – NEGLIGENCE**

543. Plaintiff Jeffrey Kreutz repeats and re-alleges all of his allegations above and below.

544. The Diocese, Good Shepherd, and St. Joseph's had a duty to take reasonable steps to protect plaintiff Jeffrey Kreutz, a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

545. The Diocese, Good Shepherd, and St. Joseph's also had a duty to take reasonable steps to prevent Father Peterson from using the tasks, premises, and instrumentalities of his position with the defendants to target, groom, and sexually abuse children, including Jeffrey.

546. The Diocese, Good Shepherd, and St. Joseph's were supervising Jeffrey, and had care, custody, and control of Jeffrey, when he attended both churches, when he was in counseling sessions with Father Peterson at both churches, and at other times, during which time those defendants had a duty to take reasonable steps to protect him.

547. These circumstances created a special relationship between the Diocese and Jeffrey, between Good Shepherd and Jeffrey, and between St. Joseph's and Jeffrey, which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

548. The Diocese, Good Shepherd, and St. Joseph's breached each of the foregoing duties by failing to exercise reasonable care to prevent Father Peterson from harming Jeffrey, including sexually abusing him.

549. In breaching their duties, including hiring, retaining, and failing to supervise Father Peterson, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Jeffrey, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Jeffrey and other children who were under their supervision and in their care, custody, and control, the Diocese, Good Shepherd, and St. Joseph's created a risk that Jeffrey would be sexually abused by Father Peterson. The Diocese, Good Shepherd, and St. Joseph's through their actions and inactions created an environment that placed Jeffrey in danger of unreasonable risks of harm under the circumstances.

550. In breaching their duties, including hiring, retaining, and failing to supervise Father Peterson, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Jeffrey, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Jeffrey and other children who were under their supervision and in their care, custody, and control, the Diocese, Good Shepherd, and St. Joseph's acted willfully and with conscious disregard for the need to protect

Jeffrey. The Diocese, Good Shepherd, and St. Joseph's through their actions and inactions created an environment that placed Jeffrey in danger of unreasonable risks of harm under the circumstances.

551. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of Jeffrey.

552. As a direct and proximate result of the acts and omissions of the Diocese, Good Shepherd, and St. Joseph's, Father Peterson groomed and sexually abused Jeffrey, which has caused Jeffrey to suffer general and special damages as more fully described herein.

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

553. Plaintiff Jeffrey Kreutz repeats and re-alleges all of his allegations above and below.

554. The Diocese, Good Shepherd, and St. Joseph's engaged in reckless, extreme, and outrageous conduct by providing Father Peterson with access to children, including plaintiff Jeffrey Kreutz, despite knowing that he would likely use his position to groom and to sexually abuse them, including Jeffrey. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

555. As a result of this reckless, extreme, and outrageous conduct, Father Peterson gained access to Jeffrey and sexually abused him.

556. The Diocese, Good Shepherd, and St. Joseph's knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and Jeffrey did in fact suffer severe emotional and



psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

**XV. CAUSES OF ACTION AS TO PLAINTIFF G.E.P.**

**A. FIRST CAUSE OF ACTION – NEGLIGENCE**

557. Plaintiff G.E.P. repeats and re-alleges all of his allegations above and below.

558. The Diocese and St. Lawrence had a duty to take reasonable steps to protect plaintiff G.E.P., a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

559. The Diocese and St. Lawrence also had a duty to take reasonable steps to prevent Father Burke from using the tasks, premises, and instrumentalities of his position with the defendants to target, groom, and sexually abuse children, including G.E.P.

560. The Diocese and St. Lawrence were supervising G.E.P., and had care, custody, and control of G.E.P., when he was a student at St. Lawrence and at other times, during which time those defendants had a duty to take reasonable steps to protect him.

561. These circumstances created a special relationship between the Diocese and G.E.P., and between St. Lawrence and G.E.P., which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

562. The Diocese and St. Lawrence breached each of the foregoing duties by failing to exercise reasonable care to prevent Father Burke from harming G.E.P., including sexually abusing him.

563. In breaching their duties, including hiring, retaining, and failing to supervise Father Burke, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn G.E.P., his parents, and other parents of the danger of sexual

abuse, and failing to create a safe and secure environment for G.E.P. and other children who were under their supervision and in their care, custody, and control, the Diocese and St. Lawrence created a risk that G.E.P. would be sexually abused by Father Burke. The Diocese and St. Lawrence through their actions and inactions created an environment that placed G.E.P. in danger of unreasonable risks of harm under the circumstances.

564. In breaching their duties, including hiring, retaining, and failing to supervise Father Burke, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn G.E.P., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for G.E.P. and other children who were under their supervision and in their care, custody, and control, the Diocese and St. Lawrence acted willfully and with conscious disregard for the need to protect G.E.P. The Diocese and St. Lawrence through their actions and inactions created an environment that placed G.E.P. in danger of unreasonable risks of harm under the circumstances.

565. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of G.E.P.

566. As a direct and proximate result of the acts and omissions of the Diocese and St. Lawrence, Father Burke groomed and sexually abused G.E.P., which has caused G.E.P. to suffer general and special damages as more fully described herein.

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

567. Plaintiff G.E.P. repeats and re-alleges all of his allegations above and below.

568. The Diocese and St. Lawrence engaged in reckless, extreme, and outrageous conduct by providing Father Burke with access to children, including plaintiff G.E.P., despite

knowing that he would likely use his position to groom and to sexually abuse them, including G.E.P. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

569. As a result of this reckless, extreme, and outrageous conduct, Father Burke gained access to G.E.P. and sexually abused him.

570. The Diocese and St. Lawrence knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and G.E.P. did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

## **XVI. CAUSES OF ACTION AS TO PLAINTIFF GERALD DACUK**

### **A. FIRST CAUSE OF ACTION – NEGLIGENCE**

571. Plaintiff Gerald Dacuk repeats and re-alleges all of his allegations above and below.

572. The Diocese and St. Andrews had a duty to take reasonable steps to protect plaintiff Gerald Dacuk, a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

573. The Diocese and St. Andrews also had a duty to take reasonable steps to prevent Father Burke and Father Soave from using the tasks, premises, and instrumentalities of their positions with the defendants to target, groom, and sexually abuse children, including Gerald.

574. The Diocese and St. Andrews were supervising Gerald, and had care, custody, and control of Gerald, when he was a parishioner of St. Andrews, when he attended St. Andrews as a student, and at other times, during which time those defendants had a duty to take reasonable steps to protect him.

575. These circumstances created a special relationship between the Diocese and Gerald, and between St. Andrews and Gerald, which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

576. The Diocese and St. Andrews breached each of the foregoing duties by failing to exercise reasonable care to prevent Father Burke and Father Soave from harming Gerald, including sexually abusing him.

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

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

Gerald. The Diocese and St. Andrews through their actions and inactions created an environment that placed Gerald in danger of unreasonable risks of harm under the circumstances.

579. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of Gerald.

580. As a direct and proximate result of the acts and omissions of the Diocese and St. Andrews, Father Burke and Father Soave groomed and sexually abused Gerald, which has caused Gerald to suffer general and special damages as more fully described herein.

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

581. Plaintiff Gerald Dacuk repeats and re-alleges all of his allegations above and below.

582. The Diocese and St. Andrews engaged in reckless, extreme, and outrageous conduct by providing Father Burke and Father Soave with access to children, including plaintiff Gerald Dacuk, despite knowing that they would likely use their positions to groom and to sexually abuse them, including Gerald. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

583. As a result of this reckless, extreme, and outrageous conduct, Father Burke and Father Soave gained access to Gerald and sexually abused him.

584. The Diocese and St. Andrews knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and Gerald did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

## **XVII. CAUSES OF ACTION AS TO PLAINTIFF PAUL KUSTES**

### **A. FIRST CAUSE OF ACTION – NEGLIGENCE**

585. Plaintiff Paul Kustes repeats and re-alleges all of his allegations above and below.

586. The Diocese and Holy Trinity had a duty to take reasonable steps to protect plaintiff Paul Kustes, a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

587. The Diocese and Holy Trinity also had a duty to take reasonable steps to prevent Father Ribaldo from using the tasks, premises, and instrumentalities of his position with the defendants to target, groom, and sexually abuse children, including Paul.

588. The Diocese and Holy Trinity were supervising Paul, and had care, custody, and control of Paul, when he was a student at Holy Trinity and at other times, during which time those defendants had a duty to take reasonable steps to protect him.

589. These circumstances created a special relationship between the Diocese and Paul, and between Holy Trinity and Paul, which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

590. The Diocese and Holy Trinity breached each of the foregoing duties by failing to exercise reasonable care to prevent Father Ribaldo from harming Paul, including sexually abusing him.

591. In breaching their duties, including hiring, retaining, and failing to supervise Father Ribaldo, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Paul, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Paul and other children who were under their supervision and in their care, custody, and control, the Diocese and Holy Trinity

created a risk that Paul would be sexually abused by Father Ribaldo. The Diocese and Holy Trinity through their actions and inactions created an environment that placed Paul in danger of unreasonable risks of harm under the circumstances.

592. In breaching their duties, including hiring, retaining, and failing to supervise Father Ribaldo, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Paul, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Paul and other children who were under their supervision and in their care, custody, and control, the Diocese and Holy Trinity acted willfully and with conscious disregard for the need to protect Paul. The Diocese and Holy Trinity through their actions and inactions created an environment that placed Paul in danger of unreasonable risks of harm under the circumstances.

593. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of Paul.

594. As a direct and proximate result of the acts and omissions of the Diocese and Holy Trinity, Father Ribaldo groomed and sexually abused Paul, which has caused Paul to suffer general and special damages as more fully described herein.

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

595. Plaintiff Paul Kustes repeats and re-alleges all of his allegations above and below.

596. The Diocese and Holy Trinity engaged in reckless, extreme, and outrageous conduct by providing Father Ribaldo with access to children, including plaintiff Paul Kustes, despite knowing that he would likely use his position to groom and to sexually abuse them, including Paul. Their misconduct was so shocking and outrageous that it exceeds the reasonable

bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

597. As a result of this reckless, extreme, and outrageous conduct, Father Ribaudo gained access to Paul and sexually abused him.

598. The Diocese and Holy Trinity knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and Paul did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

## **XVIII. CAUSES OF ACTION AS TO PLAINTIFF J.E.D.**

### **A. FIRST CAUSE OF ACTION – NEGLIGENCE**

599. Plaintiff J.E.D. repeats and re-alleges all of his allegations above and below.

600. The Diocese, St. Hyacinth, and All Saint's Regional had a duty to take reasonable steps to protect plaintiff J.E.D., a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

601. The Diocese, St. Hyacinth, and All Saint's Regional also had a duty to take reasonable steps to prevent Father Kozlowski from using the tasks, premises, and instrumentalities of his position with the defendants to target, groom, and sexually abuse children, including J.E.D.

602. The Diocese, St. Hyacinth, and All Saint's Regional were supervising J.E.D., and had care, custody, and control of J.E.D., when he served as an altar boy, when he was a student in their school, and at other times, during which time those defendants had a duty to take reasonable steps to protect him.

603. These circumstances created a special relationship between the Diocese and J.E.D., and between St. Hyacinth and All Saint's Regional and J.E.D., which imposed on each of those



defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

604. The Diocese, St. Hyacinth, and All Saint's Regional breached each of the foregoing duties by failing to exercise reasonable care to prevent Father Kozlowski from harming J.E.D., including sexually abusing him.

605. In breaching their duties, including hiring, retaining, and failing to supervise Father Kozlowski, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn J.E.D., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for J.E.D. and other children who were under their supervision and in their care, custody, and control, the Diocese, St. Hyacinth, and All Saint's Regional created a risk that J.E.D. would be sexually abused by Father Kozlowski. The Diocese, St. Hyacinth, and All Saint's Regional through their actions and inactions created an environment that placed J.E.D. in danger of unreasonable risks of harm under the circumstances.

606. In breaching their duties, including hiring, retaining, and failing to supervise Father Kozlowski, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn J.E.D., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for J.E.D. and other children who were under their supervision and in their care, custody, and control, the Diocese, St. Hyacinth, and All Saint's Regional acted willfully and with conscious disregard for the need to protect J.E.D. The Diocese, St. Hyacinth, and All Saint's Regional through their actions and inactions created an environment that placed J.E.D. in danger of unreasonable risks of harm under the circumstances.

607. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of J.E.D.

608. As a direct and proximate result of the acts and omissions of the Diocese, St. Hyacinth, and All Saint's Regional, Father Kozlowski groomed and sexually abused J.E.D., which has caused J.E.D. to suffer general and special damages as more fully described herein.

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

609. Plaintiff J.E.D. repeats and re-alleges all of his allegations above and below.

610. The Diocese, St. Hyacinth, and All Saint's Regional engaged in reckless, extreme, and outrageous conduct by providing Father Kozlowski with access to children, including plaintiff J.E.D., despite knowing that he would likely use his position to groom and to sexually abuse them, including J.E.D. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

611. As a result of this reckless, extreme, and outrageous conduct, Father Kozlowski gained access to J.E.D. and sexually abused him.

612. The Diocese, St. Hyacinth, and All Saint's Regional knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and J.E.D. did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

**CPLR 1603 – NO APPORTIONMENT OF LIABILITY**

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

**XIX. PRAYER FOR RELIEF**


614. The plaintiffs demand judgment against the defendants named in their causes of action, together with compensatory and punitive damages to be determined at trial, and the interest, cost and disbursements pursuant to their causes of action, and such other and further relief as the Court deems just and proper.

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

Dated: August 14, 2019

Respectfully Yours,

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