

STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA

NORA KOVACH a/k/a NORA CLARK
5330 West Lake Road
Burt, New York 14028,

Plaintiff,

v.

THE LUTHERAN CHURCH- MISSOURI SYNOD
1333 South Kirkwood Road
Saint Louis, Missouri 63122-7295,

THE LUTHERAN CHURCH- MISSOURI SYNOD
EASTERN DISTRICT
2500 Kensington Avenue
Buffalo, New York 14226-4990, and

BRUCE ARLEN CONNOLLY
651 E 100th Street
Minneapolis, Minnesota 55420-5001,

Defendants.

SUMMONS

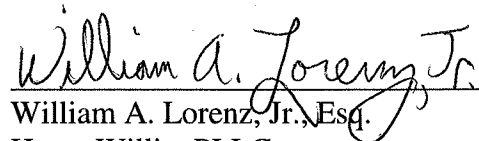
Index No.:

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 a Summons, to serve a Notice of Appearance, on Plaintiff's attorney within **twenty** (20) days after the service of this Summons, exclusive of the day of service, or within **thirty** (30) days after completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

This action is brought in NIAGARA COUNTY based upon Plaintiff's residence.

DATED: June 28, 2019
Amherst, New York


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(H2303632.1)

HOGANWILLIG

STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA

NORA KOVACH a/ka NORA CLARK,

Plaintiff,

VERIFIED COMPLAINT

Index No.:

v.

THE LUTHERAN CHURCH- MISSOURI SYNOD,
THE LUTHERAN CHURCH- MISSOURI SYNOD,
EASTERN DISTRICT, and
BRUCE ARLEN CONNOLLY,

Defendants.

Plaintiff NORA KOVACH a/ka NORA CLARK (“Nora”), by and through her attorneys, HOGANWILLIG, PLLC, as and for her Verified Complaint against Defendants THE LUTHERAN CHURCH- MISSOURI SYNOD (“LCMS”), THE LUTHERAN CHURCH- MISSOURI SYNOD, EASTERN DISTRICT (“EASTERN DISTRICT”) (collectively the “LUTHERAN DEFENDANTS”), and BRUCE ARLEN CONNOLLY (“CONNOLLY”) herein, alleges as follows:

1. At all times hereinafter mentioned, Nora was and still is a resident of the town of Newfane, County of Niagara, and State of New York.
2. Upon information and belief, and at all times hereinafter mentioned, Defendant LCMS was and is a confessional Lutheran synod headquartered Saint Louis, Missouri, with its principal place of business located at 1333 South Kirkwood Road, Saint Louis, Missouri 63122-7295.
3. Upon information and belief, and at all times hereinafter mentioned, Defendant EASTERN DISTRICT was and is a division of Defendant LCMS, with its principal place of

business located at 2500 Kensington Avenue, Buffalo, County of Erie, State of New York 14226-4990.

4. Upon information and belief, and at all times hereinafter mentioned, Defendant CONNOLLY was an agent, servant, and/or employee of the Lutheran Defendants, and currently resides at 651 E 100th Street, Minneapolis, Minnesota 55420-5001.

5. Upon information and belief, and at all relevant times hereinafter mentioned, the Lutheran Defendants operated churches and schools including, during the relevant times herein, First Trinity Lutheran Church ("First Trinity") located at 1570 Niagara Falls Boulevard, Tonawanda, County of Erie, State of New York 14150.

FACTS COMMON TO ALL CLAIMS

6. Upon information and belief, during the times relevant to the allegations set forth herein, Defendant CONNOLLY was a youth pastor at "First Trinity" and specifically the Director of Christian Education.

7. Upon information and belief, during the times relevant to the allegations set forth herein, Defendant CONNOLLY was under the direct supervision, employ, and/or control of the Lutheran Defendants.

8. Through his positions at, within, or for the Lutheran Defendants, Defendant CONNOLLY was put in direct contact with Nora, who attended church at First Trinity, beginning in or about 1978.

9. From approximately 1978 through 1981, Nora was the victim of sexual harassment, sexual abuse, and violence by or at the direction of Defendant CONNOLLY, and with the acquiescence, approval, participation, and implied permission of the Lutheran Defendants.

10. Upon information and belief, Defendant CONNOLLY's sexual abuse began when Nora was approximately thirteen (13) years old.

11. Upon information and belief, some of the incidents experienced by Nora over a period of close to three (3) years included, but are not limited to, the following:

- a. Defendant CONNOLLY first began "grooming" Nora to feel comfortable being alone with him at First Trinity, as well as at his home.
- b. Defendant CONNOLLY began asking Nora to babysit his oldest son by herself at his home.
- c. Defendant CONNOLLY would hug and kiss Nora when he came home to relieve Nora of her babysitting duties, telling Nora she was "special".
- d. On several occasions, Defendant CONNOLLY would unzip his pants and rub his penis on Nora until he ejaculated on her body.
- e. In the summer of 1979, Defendant CONNOLLY took Nora into the basement of First Trinity church and forcibly raped her on the basement floor.
- f. Defendant CONNOLLY continued to rape Nora on numerous occasions over the next two years (2) at First Trinity and in his home, on at least one occasion while Defendant CONNOLLY's wife and children were upstairs, and told Nora they were in a "relationship" to keep her from telling anyone.

12. Nora stopped going to church in approximately 1981 to avoid Defendant CONNOLLY, which ended the abuse.

13. Upon information and belief, Defendant CONNOLLY left First Trinity and was reassigned to another church under the Lutheran Defendants.

14. Nora and her cousin informed Arnold E. Kromphardt, LL.D., President of Defendant EASTERN DISTRICT, of the abuse at the hands of Defendant CONNOLLY in or about 1989.

15. Upon information and belief, Defendant CONNOLLY was still employed as a Director of Christian Education in 1989 at a Lutheran Church in Minnesota.

16. Upon information and belief, Defendant CONNOLLY was given therapy sessions by the Lutheran Defendants in or about 1989, but was allowed to continue working with children.

17. Nora received pastoral counseling from the Lutheran Defendants beginning in 1989.

18. Nora requested Defendant CONNOLLY's removal as Director of Christian Education in or about 1990, a request which was denied.

19. In a handwritten letter dated January 23, 1990, Defendant CONNOLLY admitted his guilt and apologized to Nora for the abuse he subjected her to.

20. In or about February 1990, the Lutheran Defendants suggested Nora meet with Defendant CONNOLLY to resolve their issues with a pastoral counselor. Nora declined to meet with her abuser.

21. Nora continued to correspond with the Lutheran Defendants to have Defendant CONNOLLY removed from the presence of children over the next couple years.

22. On or about February 26, 1992, Defendant CONNOLLY's wife sent a letter to Nora apologizing for what Defendant CONNOLLY had done to Nora.

23. On or about April 30, 1992, Defendant CONNOLLY resigned as Director of Christian Education at his current post at Lutheran Church of the Redemption in Minnesota.

24. Nora received reimbursement from the Lutheran Defendants for additional counseling beginning in or about 1992.

25. Despite being aware of Nora’s complaints of abuse, and having a handwritten confession on file, the Lutheran Defendants allowed Defendant CONNOLLY to continue to work for them, and to be around children, up to as late as 2016, when Nora discovered his continued employment and wrote a letter seeking his removal.

26. Venue is proper in Niagara County based on Plaintiff’s residence.

27. This action is brought pursuant to CPLR § 214-G, as added by the New York Child Victims Act, which has revived claims of child sexual abuse for a period of one year beginning on August 14, 2019, six months after the effective date of the section (February 14, 2019). This action is timely commenced.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS: NEGLIGENCE

28. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs “1” through “27” as though more fully set forth herein.

29. Defendant CONNOLLY, as an agent, servant and/or employee of the Lutheran Defendants, was a religious figure and educator who had physical custody of Plaintiff before, during, and after the school day, before, during, and after school activities, and owed Plaintiff a duty of care.

30. Defendants were *in loco parentis* and owed Plaintiff a duty of care.

31. The Lutheran Defendants breached their duty of care owed to Plaintiff when they allowed Plaintiff to be in contact with Defendant CONNOLLY.

32. Defendants knew or should have known of the sexual abuse, sexual harassment, and violence occurring at First Trinity and on the premises of Defendant CONNOLLY’s home,

and breached their duty owed to Plaintiffs when they failed to report the sexual abuse, sexual harassment, and violence occurring at First Trinity and on the premises of Defendant CONNOLLY's home and failed to remove Defendant CONNOLLY.

33. Plaintiff suffered severe emotional and mental suffering and distress due to Defendants' actions, as well as fear for her own physical safety.

34. As a result of Defendants' breach, Plaintiff has incurred and will incur medical costs to treat their past, present, and future psychological suffering as a result of being a victim of sexual abuse, sexual harassment, and violence while in Defendant CONNOLLY's control at First Trinity and at Defendant CONNOLLY's home.

35. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS:
FAILURE TO REPORT**

36. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "35" as though more fully set forth herein.

37. The Lutheran Defendants, through its agents, servants, and employees, were Mandated Reporters under New York Social Services Law.

38. The Lutheran Defendants, through their agents, servants, and employees, had reasonable cause to suspect that Plaintiff was being abused and/or maltreated by Defendant CONNOLLY over the three (3) year period of 1978 – 1981.

39. The Lutheran Defendants, through their agents, servants, and employees, knowingly and willfully failed to report the suspected child abuse or maltreatment to anyone, including the police or Child Protective Services.

40. The Lutheran Defendants did not provide their employees with written information on reporting requirements.

41. The Lutheran Defendants failed to follow the policies of required reporting including, but not limited to, the policies listed in the Code of Conduct for Priests, Deacons, Pastoral Ministers, Administrators, Staff and Volunteers, as well as New York Consolidated Laws, Social Services Law - SOS § 413.

42. The Lutheran Defendants are liable for the failure to report pursuant to New York Consolidated Laws, Social Services Law - SOS § 420.

43. The knowing and willful failure of the Lutheran Defendants, through the inaction of their agents, servants, and employees, to report the child abuse and maltreatment of Plaintiff was a proximate cause of Plaintiff's damages.

44. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANTS:
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

45. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "44" as though more fully set forth herein.

46. During the time period of approximately 1978 to 1981, the Lutheran Defendants allowed Defendant CONNOLLY unrestricted access to Plaintiff and willfully and/or intentionally ignored complaints against Defendant CONNOLLY of sexual abuse, sexual harassment, and violence.

47. During the time period referenced above, the Lutheran Defendants willfully and/or intentionally ignored Plaintiff's safety by requiring and allowing Plaintiff to be watched by Defendant CONNOLLY by herself.

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HOGANWILLIG

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

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48. The Lutheran Defendants were deliberately indifferent to the risk of sexual harassment and violence posed to Plaintiff by being alone with Defendant CONNOLLY.

49. The Lutheran Defendants willfully and/or intentionally created a hostile and unsafe religious and educational environment that no child would be able to tolerate.

50. The Lutheran Defendants, in order to avoid embarrassment, scandal, and negative publicity, intended to cause Plaintiff shame, humiliation, and extreme emotional distress so he would stay silent, and not report the abuse.

51. The Lutheran Defendants behaved in a manner toward Plaintiff that was so outrageous as to exceed all reasonable bounds of decency.

52. The Lutheran Defendants knew with substantial certainty or should have known that their behavior would cause Plaintiff to be a victim of sexual abuse, sexual harassment, and violence.

53. The Lutheran Defendants knew with substantial certainty or should have known that their behavior would cause severe emotional distress to Plaintiff.

54. The foregoing acts of the Lutheran Defendants caused Plaintiff physical, mental and emotional distress.

55. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANTS:
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

56. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "55" as though more fully set forth herein.

57. The Lutheran Defendants were negligent when they allowed Plaintiff to be exposed to sexual harassment, sexual abuse, and violence committed by Defendant CONNOLLY.

58. The Lutheran Defendants knew or should have known this inaction would subject Plaintiff to further sexual harassment, sexual abuse, and violence, and knew or should have known this would unreasonably endanger Plaintiff's safety, cause them to fear for their safety, and cause them severe emotional distress.

59. The Lutheran Defendants owed a duty to Plaintiff to protect them from sexual harassment, sexual abuse, and violence from Defendant CONNOLLY, including but not limited to when on the premises of First Trinity.

60. The Lutheran Defendants breached the duty owed to Plaintiff to protect them from sexual abuse, sexual harassment, and violence from Defendant CONNOLLY, including but not limited to when on the premises of First Trinity.

61. Plaintiff suffered severe emotional and mental suffering and distress due to Defendants' actions, as well as fear for their own physical safety.

62. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTH CAUSE OF ACTION AGAINST DEFENDANTS: NEGLIGENT
HIRING**

63. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "62" as though more fully set forth herein.

64. Defendants owed Plaintiff a duty of care to supervise and protect Plaintiff.

65. The Lutheran Defendants were obligated to Plaintiff to hire and/or assign personnel, including religious staff such as Defendant CONNOLLY, to ensure that the children assigned said personnel would be in a safe educational and religious environment.

66. The Lutheran Defendants knew or should have known at the time of Defendant CONNOLLY's assignment to First Trinity of his propensity for the conduct which caused the injury.

67. Plaintiff was victims of sexual abuse, sexual harassment, and violence by or at the direction of Defendant CONNOLLY, who admitted his guilt in writing.

68. The Lutheran Defendants breached their duty of care to Plaintiff when they negligently hired Defendant CONNOLLY.

69. Plaintiff suffered severe emotional and mental suffering and distress due to Defendants' actions, as well as fear for their own physical safety.

70. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SIXTH CAUSE OF ACTION AGAINST DEFENDANTS:
NEGLIGENT SUPERVISION AND RETENTION**

71. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "70" as though more fully set forth herein.

72. Defendants owed Plaintiff a duty of care to supervise and protect Plaintiff.

73. The Lutheran Defendants were obligated to Plaintiff to supervise the personnel assigned to watch Plaintiff, including but not limited to while on the premises of First Trinity, to ensure that Plaintiff was in a reasonably safe environment.

74. Plaintiff was the victim of sexual abuse, sexual harassment, and violence by or at the direction of Defendant CONNOLLY, who admitted his guilt.

75. The Lutheran Defendants had knowledge or should have had knowledge of the sexual abuse, sexual harassment, and violence by or at the direction of Defendant CONNOLLY and negligently ignored the reports of the sexual abuse, sexual harassment, and violence by or at the direction of Defendant CONNOLLY until approximately 2016.

76. The Lutheran Defendants did not terminate the employment or suspend the religious duties of Defendant CONNOLLY despite reports concerning the sexual abuse, sexual harassment and violence committed by Defendant CONNOLLY.

77. Defendants breached their duty of care to Plaintiff when they negligently supervised and retained Defendant CONNOLLY.

78. Plaintiff suffered severe emotional and mental suffering and distress due to Defendants' actions, as well as fear for their own physical safety.

79. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction.

**AS AND FOR A SEVENTH CAUSE OF ACTION AGAINST DEFENDANTS:
PUNITIVE DAMAGES**

80. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "79" as though more fully set forth herein.

81. Defendants' knowledge of the violence, sexual harassment, and/or misconduct against Plaintiff by or at the direction of Defendant CONNOLLY over a three (3) year period of 1978-1981, including but not limited to while on the premises of First Trinity, is tantamount to a wanton and conscious disregard for the safety of Plaintiff and others, and warrants the imposition of punitive damages.

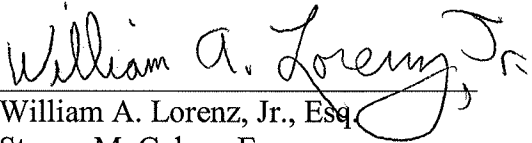
82. By reason of the malicious, intentional, willful, and/or negligent conduct of Defendants herein, and by such other acts that were morally reprehensible, Defendants' conduct

evidenced a callous disregard for the safety of Plaintiff, and said acts constituted a wanton, reckless and/or malicious disregard for the rights of others and, as a result thereof, Plaintiff demands punitive damages.

83. By reason of the foregoing, Plaintiff has been damaged in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction.

WHEREFORE, Plaintiff demands judgment against Defendants in an amount which exceeds the jurisdictional limits of all other courts which might otherwise have jurisdiction, and for such other and further relief to Plaintiff as this Court deems just and proper.

DATED: June 28, 2019
Amherst, New York



William A. Lorenz, Jr., Esq.
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VERIFICATION

STATE OF NEW YORK)
COUNTY OF ERIE) ss:
)

NORA KOVACH a/ka NORA CLARK, being duly sworn, deposes and says that: I am the Plaintiff herein; I have read the annexed Complaint and know the contents thereof, and the contents are true to my knowledge, except those matters alleged upon information and belief, and as to those matters, I believe them to be true:

Nora S. Kovach
NORA KOVACH a/ka NORA CLARK

Sworn to before me this 28th day of JUNE, 2019

William Arcona Lorenz Jr.
Notary Public

William Arcona Lorenz Jr
Notary Public, State of New York
Qualified in Erie County
Lic. # 02LO6285770
Commission Expires July 15, 2021