

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

LG 38 DOE

Plaintiff,

vs.

SUMMONS

DOUGLAS NAIL
190 S. Bryant Street, Upper
Depew, New York 14043

SAINTS HOCKEY CLUB, INC.
343 Canton Street
Depew, New York 14043

USA HOCKEY, INC.
1777 Bob Johnson Drive
Colorado Springs, Colorado 80906

Defendants.

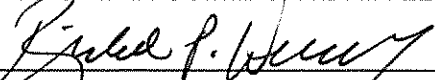
TO THE ABOVE NAMED DEFENDANTS:

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 Plaintiff's Attorneys within TWENTY (20) DAYS after the service of this Summons, exclusive of the day of service (or within THIRTY (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.

Erie County is designated as the place of trial on the basis on the Defendant's place of business located in Depew, New York.

DATED: Buffalo, New York
January 7, 2020

LIPSITZ GREEN SCIME CAMBRIA LLP

By: 
RICHARD P. WEISBECK, JR., ESQ.
CHRISTINA M. CROGLIO, ESQ.

Attorneys for Plaintiff
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STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

LG 38 DOE

Plaintiff,

COMPLAINT

vs.

Index No.:

DOUGLAS NAIL,
SAINTS HOCKEY CLUB, INC., and
USA HOCKEY, INC.

Defendants.

Plaintiff, above named, by his attorneys, LIPSITZ GREEN SCIME
CAMBRIA LLP, for his Complaint against Defendants, alleges:

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST
DEFENDANTS, ABOVE NAMED, HEREIN,
PLAINTIFF, LG 38 DOE, ALLEGES AS FOLLOWS:**

1. Plaintiff, LG 38 DOE, is a resident of the State of Alaska.
2. This action is commenced pursuant to the provisions of the Child Victims Act.
3. At the time of the incidents set forth herein, Plaintiff, LG 38 DOE, (hereinafter referred to as "THE CHILD") was an infant having been born in 1977.
4. Upon information and belief, at all times herein mentioned, Defendant, SAINTS HOCKEY CLUB, INC., was and still is a domestic not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of New York and maintains an office for the transaction of business located within the County of Erie and State of New York.

5. Upon information and belief, at all times hereinafter mentioned, the defendant, USA HOCKEY, INC., was and still is a foreign not-for-profit corporation not authorized to do business in the State of New York; jurisdiction over the defendant is asserted under New York Civil Practice Law and Rules § 302.

6. Upon information and belief, Defendant, DOUGLAS NAIL (hereinafter referred to as "THE CHILD MOLESTER") resides in the Village of Depew and State of New York.

7. Upon information and belief, at all times herein mentioned, THE CHILD MOLESTER was hired by the SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC. and the SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC. conferred upon THE CHILD MOLESTER the title "Coach."

8. Upon information and belief, at all times herein mentioned, the CHILD MOLESTER was assigned to SAINTS HOCKEY CLUB, INC. as a coach by Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., and was acting as their agent, employee and/or representative.

9. Upon information and belief, at all times herein mentioned, THE CHILD MOLESTER was under the direction, supervision and control of Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC.

10. At times hereinafter mentioned, THE CHILD, was a player and member of the SAINTS HOCKEY CLUB, INC.

11. Beginning on or about the 1st day of January 1985, and continuing through sometime in 1992, the CHILD MOLESTER sexually assaulted and committed battery upon THE CHILD at his home and various hockey tournaments and events and said assault and battery constituted sexual

offenses as defined in Article 130 of the Penal Law.

12. The sexual crimes by THE CHILD MOLESTER herein were willful, malicious and intentional and resulted in injury to THE CHILD.

13. As a direct result of conduct by THE CHILD MOLESTER as described herein, THE CHILD, has suffered, and continues to suffer great physical and emotional pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, flashbacks, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life, was prevented and will continue to be prevented from performing daily activities and obtaining full enjoyment of life, and has incurred and will continue to incur expenses for medical psychological treatment, therapy and counseling.

14. This action falls within one or more of the exceptions set forth in CPLR §1602.

15. As a result of the foregoing, THE CHILD, has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

16. As a result of the foregoing, THE CHILD, claims punitive damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANTS, ABOVE NAMED, HEREIN:**

17. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "16" of this Complaint with the same force and effect as if fully set forth herein.

18. Upon information and belief, Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., trained, hired, selected and approved THE CHILD MOLESTER as a coach for SAINTS HOCKEY CLUB, INC., placing him in a position with authority and power over THE CHILD.

19. Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., knew or reasonably should have known of the propensities of THE CHILD MOLESTER to commit acts of sexual assault, battery, rape and other sexual crimes against THE CHILD and other children.

20. Upon information and belief, prior to the incident set forth herein, Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., were aware and were otherwise on actual notice that a number of their coaches, were sexually abusing and/or sexually assaulting and/or molesting and/or raping young boys.

21. Upon information and belief, the aforesaid incidents and resultant injury and damages to THE CHILD were caused as a result of the negligence, carelessness and recklessness of Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., in the training, hiring, selecting and assignment of THE CHILD MOLESTER.

22. The acts and/or omissions of Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., constitute reckless disregard for the safety of THE CHILD and other children.

23. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST
DEFENDANTS, ABOVE NAMED, HEREIN:**

24. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "23" of this Complaint with the same force and effect as if fully set forth herein.

25. Upon information and belief, the aforesaid incidents and resultant injury to THE CHILD, were caused as a result of the negligence, carelessness and recklessness of Defendant, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., in structuring and organizing its youth programs so as to create ideal circumstances for child molesters acting as a youth hockey coach to commit sexual assaults and sexual crimes upon infant children.

26. The acts and/or omissions of Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., constitute reckless disregard for the safety of THE CHILD and other children.

27. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FOURTH CAUSE OF ACTION
AGAINST DEFENDANTS, ABOVE NAMED, HEREIN:**

28. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "27" of this Complaint with the same force and effect as if fully set forth herein.

29. Upon information and belief, the aforesaid incidents and resultant injury to THE CHILD, were caused as a result of the negligence, carelessness

and recklessness of Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., in the retaining of THE CHILD MOLESTER.

30. The acts and/or omissions of Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., constitute reckless disregard for the safety of THE CHILD and other children.

31. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTH CAUSE OF ACTION AGAINST
DEFENDANTS, ABOVE NAMED, HEREIN:**

32. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "31" of this Complaint with the same force and effect as if fully set forth herein.

33. Upon information and belief, the aforesaid incidents and resultant injury to THE CHILD, were caused as a result of the negligence, carelessness and recklessness of Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., in supervising THE CHILD MOLESTER.

34. The acts and/or omissions of Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., constitute reckless disregard for the safety of THE CHILD and other children.

35. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SIXTH CAUSE OF ACTION AGAINST
DEFENDANTS, ABOVE NAMED, HEREIN:**

36. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "35" of this Complaint with the same force and effect as if fully set forth herein.

37. Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., failed to warn and/or disclose and/or educate THE CHILD and/or the parents of THE CHILD of the danger of sexual assault THE CHILD MOLESTER posed to THE CHILD.

38. Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., failed to warn and/or disclose and/or educate THE CHILD and/or the parents of THE CHILD of the danger of sexual assault their coaches posed to THE CHILD and other children.

39. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SEVENTH CAUSE OF ACTION
AGAINST DEFENDANTS, ABOVE NAMED, HEREIN:**

40. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "39" of this Complaint with the same force and effect as if fully set forth herein.

41. Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., are vicariously liable for the damages sustained by THE CHILD because THE CHILD MOLESTER was aided by his position with the SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., in committing the sexual

assaults and battery upon THE CHILD.

42. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR AN EIGHTH CAUSE OF ACTION
AGAINST DEFENDANTS, ABOVE NAMED, HEREIN:**

43. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "42" of this Complaint with the same force and effect as if fully set forth herein.

44. Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., are vicariously liable for the actions of THE CHILD MOLESTER because the SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., materially increased the risk of sexual assault of sexual crimes upon THE CHILD and other young boys by conferring power or authority on its coaches over THE CHILD and other young boys.


45. Defendants, SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., are vicariously liable for the sexual assault and battery committed upon THE CHILD by THE CHILD MOLESTER because SAINTS HOCKEY CLUB, INC. and/or USA HOCKEY, INC., regularly placed THE CHILD MOLESTER and other coaches in situations of intimate or personal contact with THE CHILD and other young boys.

46. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff demands judgment against Defendants, either jointly or severally, in the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and for such other, further or different relief as the Court may deem just and proper, together with the costs and disbursements of the action.

DATED: Buffalo, New York
January 7, 2020

LIPSITZ GREEN SCIME CAMBRIA LLP

By: 
RICHARD P. WEISBECK, JR., ESQ.
CHRISTINA M. CROGLIO, ESQ.

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