

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE

RAY ANSELMI,

*Plaintiff,*

v.

ST. THOMAS AQUINAS' ROMAN CATHOLIC CHURCH SOCIETY  
OF BUFFALO; and ST. THOMAS AQUINAS' ROMAN CATHOLIC  
SCHOOL,

*Defendants.*

[Please see Attached Rider for Defendants' Addresses]

Index No.

SUMMONS

Date Index No. Purchased:  
October 1, 2020

To the above named Defendant(s)

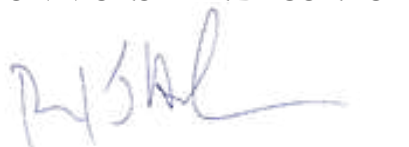
ST. THOMAS AQUINAS' ROMAN CATHOLIC CHURCH SOCIETY OF BUFFALO; and ST.  
THOMAS AQUINAS' ROMAN CATHOLIC SCHOOL, 450 Abbott Road, Buffalo, Erie  
County, New York

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

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

Dated: New York, New York  
October 1, 2020

SIMMONS HANLY CONROY LLC



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**SUPREME COURT OF THE STATE OF NEW YORK  
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RAY ANSELMI,

*Plaintiff,*

v.

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ROMAN CATHOLIC SCHOOL,

*Defendants.*

Index No.

**COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff Ray Anselmi, by his attorneys Simmons Hanly Conroy LLC and the Law Offices of Mitchell Garabedian, brings this action against St. Thomas Aquinas' Roman Catholic Church Society of Buffalo; and St. Thomas Aquinas' Roman Catholic School, and alleges, on personal knowledge as to himself and on information and belief as to all other matters, as follows:

**JURISDICTION AND VENUE**

1. This Court has personal jurisdiction over the Defendants pursuant to CPLR 301 and 302, in that the Defendants reside in New York.
2. This Court has jurisdiction over this action because the amount of damages Plaintiff seeks exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.
3. Venue for this action is proper in the County of Erie pursuant to CPLR 503 in that one or more of the Defendants reside in this County and a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this County.

**PARTIES**

4. Plaintiff Ray Anselmi ("Plaintiff") is an individual residing in Monroe County, New York.
5. Defendant St. Thomas Aquinas' Roman Catholic Church Society of Buffalo

("St. Thomas Church") is a Roman Catholic parish within and under the authority of the Bishop of Buffalo and is a religious corporation organized pursuant to the Religious Corporations Law with its principal office at 450 Abbott Road, Buffalo, Erie County, New York. At relevant and material times, the Roman Catholic Bishop of Buffalo, New York was the President of St. Thomas Church, and the Roman Catholic Vicar General of Buffalo, New York was the Vice-President of St. Thomas Church.

6. Defendant St. Thomas Aquinas' Roman Catholic School ("St. Thomas School") was a Roman Catholic elementary school with its principal office formerly at 20 Athol Street, Buffalo, Erie County, New York, and now at 450 Abbott Road, Buffalo, Erie County, New York. During all relevant times, St. Thomas School was operated by Defendant St. Thomas Church.

#### **FACTS COMMON TO ALL CLAIMS**

7. Plaintiff and his family were parishioners of and attended St. Thomas Church when Plaintiff was a minor child. Plaintiff served as an altar boy at St. Thomas Church for approximately three years and participated in Catholic Youth Organization ("CYO") activities through St. Thomas Church when Plaintiff was a minor child. Plaintiff also attended St. Thomas School, the parochial elementary school affiliated with St. Thomas Church, from approximately 1956 when Plaintiff was approximately four years of age, until approximately 1965 when Plaintiff was approximately thirteen years of age.

8. During the times relevant to the allegations set forth herein, Mr. Robert Weber, also known as Ollie Weber ("Mr. Weber") was assigned by Defendants St. Thomas Church and St. Thomas School to be the gym teacher at St. Thomas School and CYO basketball coach at St. Thomas Church. During relevant times, Mr. Weber was Plaintiff's gym teacher at St. Thomas School and CYO basketball coach. Mr. Weber died in 1998.

9. Through his positions at, within, or for Defendants St. Thomas Church and St. Thomas School, Mr. Weber was put in direct contact with Plaintiff, a minor parishioner

and student of St. Thomas Church and St. Thomas School.

10. In approximately 1959 or approximately 1960, when Plaintiff was approximately eight years of age, Plaintiff was in Mr. Weber's gym class when Mr. Weber instructed Plaintiff to meet with Mr. Weber alone in Mr. Weber's office at St. Thomas School.

11. Mr. Weber used this encounter, gained through his position at St. Thomas Church and St. Thomas School which granted him access to Plaintiff when Plaintiff was approximately eight years of age, to sexually assault, sexually abuse, and/or have sexual contact with the Plaintiff in violation of the laws of the State of New York.

**Defendants' Responsibility for the Abuse Committed by Mr. Weber**

12. At all times material hereto, Mr. Weber was under the management, supervision, employ, direction and/or control of the Defendants.

13. Through his positions at, within, or for the Defendants, Mr. Weber was put in direct contact with Plaintiff.

14. Mr. Weber used his position at, within, or for the Defendants and the implicit representations made by them about his character that accompanied that position, to gain Plaintiff's trust and confidence and to create an opportunity to be alone with, and to sexually touch, Plaintiff.

15. Defendants had the duty to reasonably manage, supervise, control and/or direct employees and teachers who served at St. Thomas School, and specifically, had a duty not to aid pedophiles such as Mr. Weber by assigning, maintaining, and/or appointing them to positions with access to minors.

16. Defendants knew and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Mr. Weber, who sexually abused Plaintiff.

17. Defendants had a duty to the Plaintiff to properly supervise their employees to ensure that their employees did not use their positions with Defendants as

a tool for grooming and assaulting vulnerable children. Defendants knew or should have known that Mr. Weber used his positions with Defendants to sexually abuse minor children, including the Plaintiff.

### **Consequences of the Abuse**

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

19. As a direct result of the Defendants' conduct described herein, Plaintiff suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life; has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling; and has incurred and will continue to incur loss of income and/or loss of earning capacity. As a victim of Mr. Weber's sexual abuse, Plaintiff is unable at this time to fully describe all of the details of that abuse and the extent of the harm he suffered as a result.

## **CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION**

#### **Negligent Hiring/Retention/Supervision/Direction**

20. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 19 as if fully set forth herein.

21. Defendants owed a duty of care to all minor persons, including Plaintiff, who were likely to come within the influence or supervision of Mr. Weber in his role as teacher, counselor, trustee, director, officer, employee, agent, servant and/or volunteer, to insure that Mr. Weber did not use his assigned position to injure minors by sexual assault, sexual abuse, or sexual contact in violation of the laws of the State of New York.

22. Defendants at all relevant times represented that their facilities were safe places for minors to attend, and that their teachers and employees were individuals to

whom it was safe to entrust the care of minor children. Defendants entered into an express and/or implied duty to safely treat Plaintiff and assumed the duty to protect and care for him.

23. Mr. Weber sexually assaulted, sexually abused, and/or had sexual contact with Plaintiff when Plaintiff was a minor in St. Thomas School.

24. Defendants negligently hired, retained, directed, and supervised Mr. Weber, though they knew or should have known that Mr. Weber posed a threat of sexual abuse to minors.

25. Defendants knew or should have known of Mr. Weber's propensity for the conduct which caused Plaintiff's injuries prior to, or at the time of, the injuries' occurrence.

26. Defendants were negligent in failing to properly supervise Mr. Weber.

27. The sexual abuse of children by adults, including teachers, is a foreseeable result of negligence.

28. At all times material hereto, Defendants' actions were willful, wanton, malicious, reckless, negligent and/or outrageous in their disregard for the rights and safety of Plaintiff.

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

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

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

31. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 19 as if fully set forth herein.

32. Defendants knew, or were negligent in not knowing, that Mr. Weber posed

a threat of sexual abuse to children.

33. The acts of Mr. Weber described hereinabove were undertaken, and/or enabled by, and/or during the course, and/or within the scope of his respective employment, appointment, assignment, and/or agency with the Defendants.

34. Defendants owed Plaintiff, a minor at the relevant times of abuse, a duty to protect him from Mr. Weber's sexual deviancy and the consequential damages, both prior to and/or subsequent to Mr. Weber's misconduct.

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

36. Defendants:

- a. gave improper or ambiguous orders or failed to make proper regulations, and/or employed improper persons or instrumentalities in work involving risk of harm to others;
- b. failed adequately to supervise the activities of Mr. Weber;
- c. permitted, and/or intentionally failed and/or neglected to prevent, negligent and/or grossly negligent conduct and/or allowed other tortious conduct by persons, whether or not their servants and/or agents and/or employees, upon premises or with instrumentalities under their control; and
- d. allowed the acts of omission and/or commission and/or any or all of the allegations set forth in this Complaint to occur.

37. At all times material hereto, with regard to the allegations contained herein, Mr. Weber was under the supervision, employ, direction and/or control of the Defendants.

38. At all times material hereto, Defendants' actions were willful, wanton, malicious, reckless, negligent and outrageous in their disregard for the rights and safety

of Plaintiff, which amounted to conduct equivalent to criminality.

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

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

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

41. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 19 as if fully set forth herein.

42. There exists a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendants. This relationship is based on the entrustment of the Plaintiff while he was a minor child to the care and supervision of the agent or servant of the Defendants. This entrustment of the Plaintiff to the care and supervision of the Defendants, while the Plaintiff was a minor child, required the Defendants to assume a fiduciary relationship and to act in the best interests of the Plaintiff, as well as to protect him while he was a minor and vulnerable child.

43. Pursuant to their fiduciary relationship, Defendants were entrusted with the well-being, care, and safety of Plaintiff.

44. Pursuant to their fiduciary relationship, Defendants assumed a duty to act in the best interests of Plaintiff.

45. Defendants breached their fiduciary duty to Plaintiff.

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

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



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

WHEREFORE Plaintiff, demands judgment against the Defendants on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be proved at trial, but in any event in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- B. Awarding punitive damages to the extent permitted by law;
- C. Awarding prejudgment interest to the extent permitted by law;
- D. Awarding costs and fees of this action, including attorneys' fees, to the extent permitted by law; and
- E. Awarding such other and further relief as to this Court may seem just and proper.

### **JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: October 1, 2020  
New York, New York

Respectfully Submitted,

/s/ Paul J. Hanly, Jr.  
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