

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
BARBARA SAMIDE,

Plaintiff,

-against-

Index No. 16447/02

ROMAN CATHOLIC DIOCESE OF
BROOKLYN, BISHOP THOMAS V. DAILY,
MONSIGNOR JAMES SPENGLER,
MONSIGNOR OTTO GARCIA,
ANTHONY DANILE, ST. ELIZABETH'S
ROMAN CATHOLIC CHURCH, FATHER
JOHN THOMPSON and FATHER STEVEN
A. FERRARI,

**AMENDED
VERIFIED
COMPLAINT**

Defendants.

-----X

Plaintiff BARBARA SAMIDE, by and through her attorney, MICHAEL G.

DOWD, complaining of the defendants, hereby alleges as follows:

1. This is an action alleging sexual discrimination in employment in violation of the New York State Human Rights Law ("NYSHRL"). The Complaint alleges particularly *quid pro quo* sexual harassment and hostile environment sexual harassment. This action also seeks redress for breach of contract and for common law tort, including intentional infliction of emotional distress, negligent supervision and assault and battery. Venue is based upon the residence of the plaintiff and the place the misconduct occurred.

PARTIES

2. Plaintiff BARBARA SAMIDE (hereinafter "Plaintiff") resides at 87-08 69th Avenue in the County of Queens, State of New York. She is, and has been the principal of St. Elizabeth's School, since June, 2000.

3. Defendant ROMAN CATHOLIC DIOCESE OF BROOKLYN (hereinafter "DIOCESE") is, upon information and belief, the governing organization of the Catholic Church in the counties of Brooklyn and Queens in New York State. As such, the DIOCESE operates the Catholic school system in those counties through its Office of Superintendent of Schools, including St. Elizabeth's Parish and School at 94-01 85th Street, Ozone Park.

4. Defendant FATHER JOHN THOMPSON was, upon information and belief, the pastor of Saint Elizabeth's Parish and School at 94-01 85th Street in Ozone Park, Queens at the time of Plaintiff's hiring and until on or about March 23, 2002, when he was transferred out of the parish by BISHOP DAILY. He hired Plaintiff as principal of St. Elizabeth's School and was Plaintiff's direct supervisor. He served as a Trustee of the parish. FATHER THOMPSON was appointed by and serves at the pleasure of the Chief Executive of the DIOCESE, BISHOP THOMAS DAILY.

5. Defendant MONSIGNOR JAMES SPENGLER was, at all times relevant, the Episcopal Vicar of Queens South. As such, he was BISHOP DAILY's representative to that area which included St. Elizabeth's Parish and School. SPENGLER was responsible for "pastoral life" in Queens South. Upon information and belief, DAILY charged SPENGLER with investigating and assessing the many complaints that had been made concerning THOMPSON's personal and professional conduct and with finding a way to resolve the issues raised by his conduct, including Plaintiff's complaints that THOMPSON's harassment and abuse of her cease or that he be removed as pastor of the parish. He was appointed by and serves at the pleasure of BISHOP DAILY. SPENGLER resides in Queens County.

6. Defendant MONSIGNOR OTTO GARCIA is the Vicar General of the DIOCESE. As such he is the highest administrator in said DIOCESE and oversees all administrative matters. He has executive power over the whole DIOCESE and acts in the name of the Bishop of the DIOCESE. Upon information and belief, GARCIA was advised of complaints against THOMPSON by SPENGLER. GARCIA was appointed by BISHOP DAILY and serves at his pleasure. He is a trustee of ST. ELIZABETH'S ROMAN CATHOLIC CHURCH.

7. Defendant ANTHONY DANILE at all times relevant was District Superintendent for the Catholic schools in Queens South. DANILE supervised the Plaintiff.

8. BISHOP THOMAS DAILY is the head of and runs the DIOCESE. As such, he oversees all parishes and schools within the area of Brooklyn and Queens Counties. DAILY is also the president of the Board of Trustees of St. Elizabeth's Parish. DAILY appointed THOMPSON as pastor of St. ELIZABETH'S ROMAN CATHOLIC CHURCH. DAILY is President of the Parish Corporation and a member of its Board of Trustees. Upon information and belief, DAILY resides in a "mansion" style residence known as a "Pratt Mansion" located on Clinton Street in the County of Kings. The mansion is provided to him by the DIOCESE. The DIOCESE also provides DAILY with a household staff (e.g. cook, housekeeper, personal secretary) which it pays for. The DIOCESE provides DAILY's food, clothing and personnel expenses. It also pays him a monthly "monetary stipend" and provides him with access to credit cards which it pays for. At all times relevant SPENGLER, GARCIA, DANILE and THOMPSON were subordinates of DAILY and DAILY had the power to remove them from their positions.

9. Defendant ST. ELIZABETH'S ROMAN CATHOLIC CHURCH (hereinafter "PARISH") along with the DIOCESE and the individual defendants, were Plaintiff's employers. The PARISH is a religious corporation and was and is responsible in the first instance for the operation and administration of ST. ELIZABETH'S PARISH and Elementary School. BISHOP DAILY is president of the Parish Corporation and serves on its Board of Trustees. GARCIA sits on the Board of Trustees of the PARISH as well.

10. FATHER STEVEN A. FERRARI (hereinafter "FERRARI") is the current pastor of ST. ELIZABETH'S PARISH and Elementary School appointed by Bishop Daily in 2002 to replace FATHER JOHN THOMPSON as pastor.

BACKGROUND AND FACTS

11. Plaintiff was hired and appointed principal of St. Elizabeth's School in Ozone Park by THOMPSON on or about June, 2000. She entered into a contract of employment with the parish which directed her to perform her job in accordance with the terms of the contract and in accordance with the policies and procedures of the Superintendent of Schools.

12. At all times Plaintiff performed her duties as principal in an excellent and professional manner. Plaintiff is a devout Catholic who had been taught her entire life to respect the priesthood and the teachings of the Catholic Church.

13. Starting on or about September, 2000, and continuing until his removal from the PARISH in March, 2002, THOMPSON engaged in a repeated pattern of unwelcome and unlawful sexual harassment and abuse that altered the terms and conditions of Plaintiff's employment. Specifically, THOMPSON barraged Plaintiff with descriptions of his sexual exploits, using vulgar, lewd and disgusting language to describe body parts and acts which

shocked Plaintiff's conscience and embarrassed and humiliated her.

14. Plaintiff made it known at all times to THOMPSON that his conduct towards her was unwelcome, but he continued this course of conduct nevertheless.

15. THOMPSON brought a young man to live at the rectory of the parish. He told Plaintiff that he was the young man's "sugar daddy" and the young man was THOMPSON's "houseboy" whom he paid for sex. THOMPSON directed Plaintiff to find work for him at the school. THOMPSON said "Jonathan gives me what you want to do to me. He sucks my cock". When, according to THOMPSON, the young man threatened to expose THOMPSON's sexual activities to the DIOCESE, he directed Plaintiff to pay the young man by check from school funds. THOMPSON threatened to fire her if she did not comply. Plaintiff found herself being compelled to participate in the maintenance of a sexual relationship between defendant THOMPSON and the young man, a relationship plainly prohibited by the church, horrifying and humiliating.

16. Plaintiff told SPENGLER of her concerns on or about December 13, 2000 relating to the facts in paragraph 15.

17. In October, 2000, THOMPSON told Plaintiff that in the late 1980's he had been accused of misconduct at another parish in Brooklyn. Former Bishop Muguvero told THOMPSON that he should "go away for a while." As a result, THOMPSON took a leave of absence and taught for several years as Mr. Thompson at Monsignor McClancy High School in Queens. Upon information and belief, this leave was occasioned by misconduct on the part of THOMPSON constituting notice to the Defendants. He was reinstated by Defendant DAILY. THOMPSON repeatedly said that "As long as Tommy V.D.D. (BISHOP THOMAS DAILY) is

around, nothing will happen to me”.

18. On or about October 24, 2000, Ms. SAMIDE was invited to a Futures in Education dinner in Manhattan as part of her employment. After the dinner, Plaintiff offered to drive THOMPSON home to the rectory. THOMPSON said he wasn't going to the rectory, but could use a ride downtown and was staying in the City overnight. THOMPSON directed Plaintiff to a bar in Greenwich Village named “The Lure.” THOMPSON took off his collar and left with an overnight bag saying that it was “defenders night” at “The Lure”. THOMPSON later told Plaintiff that he was a member of “Defenders New York”, a Catholic gay leather organization that regularly met at “The Lure”. THOMPSON described “The Lure” as an S&M club. When Plaintiff expressed concern that THOMPSON was going into the club, THOMPSON told her that other priests go there. Plaintiff checked the website and found THOMPSON’S name listed. Plaintiff later told SPENGLER she had confronted THOMPSON who admitted it was him on the website. Plaintiff was embarrassed and humiliated by being exposed to the details of THOMPSON’S sex life and by the failure of SPENGLER to take any action. She was also frightened that as a new principal she was in a precarious position when the Vicar would take no action. SPENGLER continued to tell Plaintiff to “Hang in there and try to make it work”.

19. On two separate occasions, THOMPSON insisted that Plaintiff accompany him to bars where he said he went for sex. In one of the bars, Ty’s, located on Christopher Street, THOMPSON pointed out Father Emilio Salerno, pastor of Saint Francis of Assisi in Queens. On another occasion, THOMPSON insisted that Plaintiff accompany him to another bar under the premise of taking her to a business dinner. THOMPSON brought Plaintiff

to The Hangar on Christopher Street. Seated at the bar was Monsignor Charles Boccio, pastor of Immaculate Conception parish in Queens. He told Plaintiff, in effect, that he was free to engage in sex whenever he wanted because half the priests in the DIOCESE were doing the same thing. Plaintiff was shocked and appalled by THOMPSON's description of the sexual activities of priests in the DIOCESE, including himself.

20. Often and regularly, THOMPSON talked about sex to Plaintiff in this manner. Plaintiff repeatedly asked THOMPSON to stop talking to her of these lurid, gravely embarrassing and humiliating matters, but THOMPSON refused. Upon information and belief, THOMPSON hated women and enjoyed degrading and humiliating them. THOMPSON told Plaintiff that he detested the female form and that the only thing that women were good for was oral sex. He talked about oral sex in the most vulgar manner and described Plaintiff as wanting it from him.

21. THOMPSON struck Plaintiff on numerous occasions and physically abused her, warning her repeatedly that he could fire her at any time and would make sure that she never got another job in the DIOCESE. Plaintiff was terrified that her life was at risk.

22. In an effort to protect herself from THOMPSON's physical abuse and harassment, Plaintiff changed the lock on the closet door in her office to prevent THOMPSON from repeatedly removing cash from the safe in the office. This act enraged THOMPSON further and his abusive and harassing conduct continued with greater intensity. She became anxious, despondent and depressed. She experienced great difficulty sleeping and had difficulty keeping herself from shaking with anxiety and fear. She was terrified that others in the school might find out what THOMPSON was doing to her and think poorly of her because of it.

23. Throughout this period, Plaintiff reported THOMPSON's sexual harassment and abusive conduct to SPENGLER, DANILE and to the Schools Office of the DIOCESE. SPENGLER made eight visits to St. Elizabeth's school during the period at issue and presented himself to Plaintiff as the person to whom she should direct her complaints about THOMPSON. Plaintiff called SPENGLER at his rectory to request his assistance. Though SPENGLER, DANILE and others at the DIOCESE's Schools Office admitted to Plaintiff that THOMPSON was a serious problem, they told her to "stick it out".

24. THOMPSON'S extreme and abusive conduct continued, and on November 13, 2001, Plaintiff told THOMPSON that she could no longer take it because he was out of control.

25. On November 19, 2001, an official from the DIOCESE told Plaintiff that "Father John is so sick at this point that he is no longer responsible for his acts." Nothing was done to stop THOMPSON from sexually harassing Plaintiff.

26. On December 6, 2001, Ms. SAMIDE asked a parent why the tuition for his child was not paid. The parent insisted that the money had been paid in cash to THOMPSON. In the evening, THOMPSON came to the school office in a rage because the parent had been questioned. Plaintiff asked whether the money was going to Jonathan. THOMPSON said "Jonathan gives me what you want to do to me. He sucks my cock."

27. In response to subsequent pleas to SPENGLER to prevent THOMPSON from continuing to abuse and harass her, SPENGLER advised her not to quit as principal because it would not be good for another principal to walk out. He told her not to discuss THOMPSON's conduct or the presence of THOMPSON's "houseboy" in the rectory. When

Plaintiff told SPENGLER that she could no longer take the harassment and abuse, he told her that, even though she was being abused and harassed, her contract required her to stay for a year.

28. In March, 2002, THOMPSON came to Plaintiff's office angry when she asked for a copy of the audit. He took a gay male porn magazine entitled Next and handed it to Plaintiff saying "Here's what you wanted." Plaintiff was shocked and visibly upset. She called the School's office, Monsignor Brown and SPENGLER. Plaintiff was told that SPENGLER would take care of everything.

29. On March 13, 2002, SPENGLER told Plaintiff that "she must not talk to anyone about the kid living in the rectory. That's John's personal life, it is his problem." He also said he didn't want to know the names of the other priests Plaintiff had seen in Greenwich Village or FATHER THOMPSON had talked about. SPENGLER, and DANILE expressed no interest in correcting the sexual harassment being committed by THOMPSON.

30. On March 13, 2002, SPENGLER told Plaintiff that the Chancery had received calls about Jonathan living at the rectory.

31. The refusal of the DIOCESE to come to her aid and bring THOMPSON's sexually harassing and abusive behavior to an end, made Plaintiff feel desperate. She asked the DIOCESE to release her from her contract so that she would no longer have to work with THOMPSON. The DIOCESE refused. When Plaintiff asked the DIOCESE to remove THOMPSON from his post as pastor, it refused again.

32. On March 19, 2002, SPENGLER told Plaintiff that THOMPSON would be staying on until the end of June, 2002.

33. On March 20, 2002, Plaintiff met with Monsignor Guy Puglisi and told him all of the facts relating to THOMPSON. Monsignor Guy Puglisi told Plaintiff that he would go with her to the District Attorney's Office if the DIOCESE didn't act promptly. He then called GARCIA, the Vicar of the DIOCESE to advise him of the misconduct of THOMPSON.

34. On March 21, 2002, GARCIA called Plaintiff at home. Plaintiff advised GARCIA that she would seek legal counsel if THOMPSON was not removed. GARCIA indicated in the conversation that he was aware of THOMPSON's behavior. THOMPSON was removed as pastor on March 24, 2002.

35. On March 27, 2002, SPENGLER directed Plaintiff not to speak to anyone about THOMPSON'S misconduct.

36. On April 23, 2002, SPENGLER approached Plaintiff in a visibly agitated manner expressing his anger that she had told the new pastor about THOMPSON's misconduct. SPENGLER told Plaintiff that her contract would not be renewed. Plaintiff reminded SPENGLER that he had often told her that THOMPSON should have been removed two years earlier. Plaintiff told SPENGLER that she should not be penalized for speaking the truth. He replied that "sometimes the messenger gets hurt and she was the messenger."

37. Upon information and belief, the DIOCESE, the PARISH and the individual Defendants elected not to take action against THOMPSON for fear that he might make public the sexual practices and activities of priests other than himself who also engaged in such activities and practices. Rather than run the risk of such disclosure at a time of heightened sensitivity about the sexual misconduct of priests, the DIOCESE, the PARISH and the individual Defendants determined to preserve the status quo for as long as possible. The DIOCESE, the

PARISH and the individual Defendants acted without any regard for the impact of such a course of action on Plaintiff.

38. Throughout the relevant period, SPENGLER, DANILE and other officials of the DIOCESE told her she would not work again for the DIOCESE or for the church anywhere unless she completed the term of her contract and remained silent about THOMPSON's sexually harassing and abusive conduct.

39. Up to and including the commencement of this lawsuit in June, 2002, the DIOCESE continued to warn Plaintiff that she would be committing "career suicide" if she spoke to anyone about THOMPSON's sexual harassment and abusive behavior or his financial and moral misconduct.

40. On or about August 22, 2002, Plaintiff served an amended complaint.

41. During August 2002, Plaintiff reported to St. Elizabeth's Parish School as principal to begin the academic year. She attempted to take the steps necessary to prepare the school, its faculty and administrators for the arrival of students the following week. At a meeting with FERRARI, Ms. SAMIDE asked him to hear what had happened to her at the hands of the prior pastor. FERRARI told Plaintiff that she had brought it upon herself, that she was the person responsible, she was the one who had sued them. The School's offices of the DIOCESE refused to take her calls or assist her in her preparations for the school year. The PARISH's obstruction of Plaintiff's efforts to perform her job caused her grave anxiety. She felt that the PARISH, the DIOCESE and the individual defendants were "out to get" her and to punish her for making THOMPSON'S egregious conduct public.

42. Ms. SAMIDE was suffering from serious psychological trauma by virtue of being in her office where a number of the assaults by THOMPSON had taken place. She was suffering from severe flashbacks.

43. On or about August 29, 2002, Plaintiff requested a change of assignment to either a principal position at another school or an administrative position at a level and with responsibilities comparable to her present position to alleviate the flashbacks. If such positions were not immediately available, she requested paid leave until such positions could be identified.

44. Defendants refused Plaintiff's request for a transfer. Defendants made no effort to locate a comparable position in the DIOCESE. Nor did they contact Plaintiff's doctor to explore other ways in which Plaintiff's post-traumatic stress disorder might be ameliorated.

45. Ms. SAMIDE was determined to continue her employment and worked in preparation of the opening of school on September 3, 2002. On that day, September 3, 2002, Ms. SAMIDE conducted a faculty meeting and was asked to attend a meeting with FERRARI at the rectory at noon. At that meeting, FERRARI gave Ms. SAMIDE several memos purporting to document Ms. SAMIDE'S deficiencies. During that meeting, Ms. SAMIDE informed FERRARI that she was staying on as principal and would not leave. Ms. SAMIDE also stated that she was going to the District Attorney's Office to make a complaint about the sexual abuse by THOMPSON.

46. At about 3:50 p.m., FERRARI's lawyers faxed a notice that Ms. SAMIDE was being placed on leave without pay for the duration of the contract as of 3:00 p.m. that day and was barred from the property of ST. ELIZABETH'S CHURCH and School.

AS AND FOR A FIRST CAUSE OF ACTION
SEXUAL DISCRIMINATION

47. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 46 herein.

48. Defendants are employers within the meaning of the New York State Human Rights Law (NYSHRL).

49. Plaintiff is a member of a protected class. The harassment and abuse were directed against Plaintiff because she is a woman.

50. Defendants DIOCESE, DAILY, SPENGLER, GARCIA, and DANILE failed and/or refused to protect Plaintiff from the aforesaid sexual harassment and/or abate the aforesaid sexual harassment and instead, permitted THOMPSON to remain in his position as pastor of SAINT ELIZABETH'S PARISH and School while recommending that Plaintiff, the victim of the aforesaid sexual harassment, put up with the harassment, keep quiet about it or she would be fired. Defendants' conduct created a hostile work environment which was so severe as to alter the conditions of her employment. Defendants participated in the sexual harassment of the Plaintiff and aided and abetted THOMPSON.

51. THOMPSON threatened to terminate Plaintiff when he repeatedly struck and physically abused her, his continued threats to fire her if she revealed the abuse, his assertions that no one would believe her and his demands that she tell no one what he was doing to her amounted to *quid pro quo* sexual harassment.

52. The foregoing acts and/or omissions by the defendants violated the New York State Executive Law which prohibits sexual discrimination in employment. DAILY's conduct constituted gross negligence and was intended to bring about the harm to the Plaintiff.

53. As a result of the foregoing actions by the Defendants, Plaintiff has been damaged in her person, property, and employment.

AS AND FOR A SECOND CAUSE OF ACTION
VICARIOUS LIABILITY

54. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 53 herein.

55. Defendant DIOCESE, the parish and the individual Defendants knew of defendant THOMPSON's abusive and harassing conduct toward Plaintiff. Upon information and belief, defendant THOMPSON had a long history of abusive conduct that predated Plaintiff's appointment as principal of St. Elizabeth's School. Upon information and belief, on at least one occasion, THOMPSON was removed from parish duties by the DIOCESE for engaging in such conduct and put on leave of absence.

56. In order to cover up THOMPSON's harassment and abuse of Plaintiff and to give the appearance that THOMPSON's conduct toward Plaintiff was not taking place, defendant DIOCESE, the PARISH and the individual Defendants determined to maintain the status quo. The Defendants required Plaintiff to continue working with THOMPSON and took no steps to prevent THOMPSON's conduct toward Plaintiff from taking place.

57. The course of action chosen by the DIOCESE, the parish and the individual Defendants and others assured that THOMPSON's abusive and harassing conduct toward Plaintiff would continue.

58. The foregoing actions by the DIOCESE, DAILY, SPENGLER, GARCIA and DANILE, among others, caused Plaintiff grave injury and damage to her person, property and employment.

AS AND FOR A THIRD CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

59. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 58 herein.

60. As hereinbefore stated, the Plaintiff was subjected to unwanted and offensive conduct by defendant THOMPSON. The unwanted and offensive conduct by THOMPSON resulted in severe emotional distress and upsetment to the Plaintiff.

61. The conduct of the DIOCESE, parish and the individual Defendants was extreme and outrageous and intentionally or recklessly caused severe emotional distress to Plaintiff.

62. Said unwanted and offensive conduct continued despite the Plaintiff's demands that THOMPSON stop. After investigating the matter and finding Plaintiff's complaints against THOMPSON to be well founded, and finding that disciplinary action was warranted against THOMPSON, the DIOCESE, DAILY, SPENGLER and GARCIA permitted THOMPSON to continue his conduct, took no disciplinary action and allowed him to remain in his position.

63. In addition, the Plaintiff has been subjected to additional harassment and emotional distress by being threatened by the defendants if she revealed the nature and extent of the misconduct by THOMPSON.

64. The severe emotional distress suffered by Plaintiff as a result of the

atrocious and outrageous conduct of THOMPSON and the DIOCESE, the parish and the individual Defendants was exacerbated by the fact that Plaintiff was a devout Catholic and prior to the events described herein regarded the church and its priests as protectors, as sources of comfort and support, a safe and reliable haven from the rigor and tumult of life's many difficulties. Further, she had been taught by the church and believed that disobeying priests like THOMPSON and the individual Defendants was a sin, that by doing so, she dishonored God.

65. The defendants' actions constituted extreme and outrageous conduct and were done willfully and/or intentionally by the Defendants. DAILY's actions constituted gross negligence and were intended to harm the Plaintiff.

66. The foregoing actions by Defendants have caused Plaintiff grave emotional and psychological damage and destroyed her enjoyment of her job and the quiet peace she had enjoyed with her family and friends.

67. Said conduct by the Defendants constituted intentional infliction of emotional distress.

68. As a result of the foregoing, the Plaintiff has been damaged in her person and property.

AS AND FOR A FOURTH CAUSE OF ACTION
BREACH OF CONTRACT

69. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 68 herein.

70. Upon information and belief, the Plaintiff's employment with the DIOCESE was and is subject to a contract of employment which covers the terms and conditions

of Plaintiff's employment, including implicitly a prohibition on sexual harassment contained in the implied covenant of good faith and fair dealing in the contract.

71. By their conduct, Defendants defaulted completely on their obligations under the contract. They breached their covenant of good faith and fair dealing in their employment contract with Plaintiff. They imposed undue burdens on the performance of Plaintiff's duties under the employment contract, denied her service and support and a safe place of employment within which to perform her duties as principal.

72. Upon information and belief, there is either an express and/or implied condition that no retaliation or other adverse employment action be taken against the Plaintiff as a result of her making complaints about sexual harassment in the workplace.

73. Defendants SPENGLER, DAILY and the DIOCESE have threatened to discharge the Plaintiff from her position because of her complaints regarding THOMPSON.

74. The foregoing breach of contract has damaged the Plaintiff professionally, in her employment, in her person, property and denied her the benefits of her agreement.

AS AND FOR A FIFTH CAUSE OF ACTION
NEGLIGENT SUPERVISION AND RETENTION

75. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 74 herein.

76. Upon information and belief, THOMPSON has engaged in inappropriate, abusive and harassing conduct toward the Plaintiff.

77. Defendant DIOCESE and Defendants DAILY, SPENGLER, GARCIA, DANILE, among others, knew of defendant THOMPSON's abusive and harassing conduct toward Plaintiff. Upon information and belief, THOMPSON had a long history of abusive

conduct that predated Plaintiff's appointment as principal of St. Elizabeth's School. Upon information and belief, on at least one occasion, defendant THOMPSON was removed from parish duties by the DIOCESE for engaging in such conduct and put on leave of absence.

78. By ignoring Plaintiff's complaints and the many complaints of others made prior to and during Plaintiff's employment, Defendants negligently retained and/or failed to supervise the actions of THOMPSON. DAILY was grossly negligent in his failure to supervise and remove THOMPSON and intended the harm to the Plaintiff.

79. The foregoing acts and negligence by the Defendants, including the DIOCESE and DAILY has resulted in grave injury to Plaintiff physically and psychologically.

AS AND FOR A SIXTH CAUSE OF ACTION
CIVIL ASSAULT AND BATTERY

80. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 79 herein.

81. Each time THOMPSON threatened to, and in fact, did inflict physical abuse on Plaintiff's person, he gave Plaintiff reason to fear and expect bodily injury the next time she was in THOMPSON's presence.

82. THOMPSON intended these attacks to be harmful and offensive and to cause Plaintiff apprehension and fear, which they did.

83. Such conduct constitutes Civil Assault and Battery which has resulted in grave injury to Plaintiff physically and psychologically.

AS AND FOR A SEVENTH CAUSE OF ACTION
(RETALIATION)

84. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 83 herein..

85. Plaintiff has served as principal of St. Elizabeth's School since August 2000. As is hereinabove set forth, Plaintiff repeatedly told defendants of THOMPSON's egregious conduct, including his sexual abuse and harassment of her. Defendants repeatedly refused to take any action to prevent THOMPSON from harassing and abusing Plaintiff, threatening that if she made her allegations against THOMPSON public, it would lead to her termination as principal of St. Elizabeth's School.

86. Plaintiff filed a complaint seeking relief for THOMPSON's sexual harassment and abuse.

87. Thereafter, defendants terminated Plaintiff's employment in retaliation for commencing the suit.

88. Such retaliatory discharge violates New York State Human Rights Law Section 296(1)(e) and caused Plaintiff grave injury to her person, property and employment and emotional distress.

AS AND FOR A EIGHTH CAUSE OF ACTION
DISABILITY DISCRIMINATION

89. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 88 herein.

90. Plaintiff is suffering from post-traumatic stress disorder as a consequence of defendant THOMPSON's sexual abuse and harassment which impaired her ability to perform her duties as principal so long as she was located at St. Elizabeth's School where the traumatic incidents had occurred. However, she was fully able to serve as principal or to assist another principal in another school in the Diocese or to work in another administrative capacity elsewhere in the Diocese.

91. Post-traumatic stress disorder is disability within the meaning of the Human Rights Law 296.

92. Plaintiff requested a transfer to another location as an accommodation to her disability.

93. Defendants refused to consider her request for an accommodation or to consider what other accommodation might be made that would ameliorate the effects of the PTSD. Instead, defendants took actions which made it impossible for her to perform the functions of her job, thereby greatly aggravating and exacerbating her symptoms of PTSD.

94. Defendants conduct violated the prohibition of the Human Rights Law against discrimination on the basis of disability causing plaintiff grave injury to her person and property and emotional distress.

WHEREFORE, plaintiff demands judgment against the defendants as follows:

1. On the CAUSES OF ACTION ONE TO SIX awarding damages in the amount of FIVE MILLION DOLLARS;

2. PUNITIVE DAMAGES based on the wanton, willful and gross misconduct of the Defendants in an amount to be determined by the jury sufficient to deter

similar conduct.

3. Plaintiff demands a jury trial with respect to all claims which may be so tried.

4. Enjoining the Defendants from terminating the employment of the Plaintiff.

Dated: New York, New York
October 1, 2002

MICHAEL G. DOWD, ESQ.
Attorney for Plaintiff
420 Fifth Avenue, 25th Floor
New York, NY 10018
(212) 703-5450

VERIFICATION BY ATTORNEY

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

MICHAEL G. DOWD, being duly sworn, deposes and says:

That he is the attorney for the plaintiff BARBARA SAMIDE in the above-entitled action with offices located at 420 Fifth Avenue, City of New York, County of New York, State of New York; that he has read the foregoing AMENDED COMPLAINT and knows the contents thereof; that the same is true to his knowledge, except as to the matters stated to be alleged upon information and belief, and that as to those matters he believes them to be true.

That the reason why this verification is made by deponent instead of plaintiff is because plaintiff is not within the County of New York which is the county where the deponent has his office. Deponent further says that the grounds of his belief as to all matters in the AMENDED COMPLAINT not stated to be upon his knowledge are based upon conversations with the plaintiff, other witnesses and a review of writings relevant to this action.

MICHAEL G. DOWD, ESQ.
Attorney for Plaintiff

Sworn to before me this
_____ day of _____, 2002

NOTARY PUBLIC