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DOROTHY B. JOHNSON
CLERK OF CIRCUIT COURT
LAW DIVISION

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

JOHN DOE 1, JOHN DOE 2, JOHN DOE 3,
JOHN DOE 4, JOHN DOE 5, JOHN DOE 6,
JOHN DOE 7, JOHN DOE 8, JOHN DOE 9,
JOHN DOE 10, JOHN DOE 11, JOHN DOE
12, JOHN DOE 13, JOHN DOE 14, and
JOHN DOE 15,

Plaintiffs,

v.

CONGREGATION OF CHRISTIAN
BROTHERS; and, CONGREGATION OF
CHRISTIAN BROTHERS-NORTH
AMERICAN PROVINCE a/k/a WESTERN
PROVINCE a/k/a EASTERN PROVINCE
a/k/a AMERICAN PROVINCE,

Defendants.

NO.

COMPLAINT FOR DAMAGES

2013L004337
CALENDAR/ROOM E
TIME 00:00
PI Other

I. COMPLAINT AT LAW

NOW COMES the Plaintiffs, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN
DOE 4, JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN
DOE 10, JOHN DOE 11, JOHN DOE 12, JOHN DOE 13, JOHN DOE 14, and JOHN DOE
15 (collectively referred to hereinafter as "JOHN DOE #1-15"), by and through their
attorneys in this regard, HURLEY McKENNA & MERTZ, and in their Complaint against

COMPLAINT FOR DAMAGES

1 defendants, CONGREGATION OF CHRISTIAN BROTHERS; and, CONGREGATION OF
2 CHRISTIAN BROTHERS-NORTH AMERICAN PROVINCE a/k/a WESTERN
3 PROVINCE a/k/a EASTERN PROVINCE a/k/a AMERICAN PROVINCE they state and
4 allege as follows:

5 II. INTRODUCTION

6 2.1. Plaintiffs JOHN DOE #1-15 were sexually abused while they were students at
7 Leo High School ("Leo") in Chicago, Cook County, Illinois.

8 2.2. The individuals who abused Plaintiffs were employed as teachers or
9 administrators at Leo, or were otherwise affiliated with Leo and were its agents, at the time
10 they sexually abused Plaintiffs. But for their position and affiliation with Leo, Plaintiffs
11 would not have been sexually abused by them.
12

13 III. PARTIES

14 3.1. Plaintiff JOHN DOE 1, who currently lives in Cook County, Illinois, was
15 sexually abused by Christian Brother C.B. Irwin while JOHN DOE 1 in approximately 1959
16 to 1960 while he was a student at Leo High School. Christian Brother Irwin was a teacher
17 and/or employee at Leo High School at the time he abused JOHN DOE 1. The abuse
18 occurred at the Christian Brothers' residence at Leo High School. In the interests of privacy,
19 this complaint identifies plaintiff JOHN DOE 1 only by pseudonym.
20

21 3.2. Plaintiff JOHN DOE 2, who currently resides in Cook County, Illinois, was
22 sexually abused by Christian Brother Edward Courtney in approximately 1969 while JOHN
23 DOE 2 was a student at Leo High School. Brother Courtney was a teacher and/or employee
24 at Leo High School at the time he abused JOHN DOE 2. The abuse occurred at Leo High
25

1 School. In the interests of privacy, this complaint identifies plaintiff JOHN DOE 2 only by
2 pseudonym.

3 3.3. Plaintiff JOHN DOE 3, who currently resides in Cook County, Illinois, was
4 sexually abused by Christian Brother Edward Courtney in approximately 1969 to 1970 while
5 JOHN DOE 3 was a student at Leo High School. Brother Courtney was a teacher and/or
6 employee at Leo High School at the time he abused JOHN DOE 3. The abuse occurred in the
7 bookstore at Leo High School. In the interests of privacy, this complaint identifies plaintiff
8 JOHN DOE 3 only by pseudonym.

10 3.4. Plaintiff JOHN DOE 4, who currently resides in Cook County, Illinois, was
11 sexually abused by Christian Brother Edward Courtney from approximately 1969 to 1971
12 while JOHN DOE 4 was a student at Leo High School. Brother Courtney was a teacher
13 and/or employee at Leo High School at the time he abused JOHN DOE 4. The abuse
14 occurred in the bookstore at Leo High School. In the interests of privacy, this complaint
15 identifies plaintiff JOHN DOE 4 only by pseudonym.

17 3.5. Plaintiff JOHN DOE 5, who currently resides in Cook County, Illinois, was
18 sexually abused by Christian Brother Edward Courtney in approximately 1970 while JOHN
19 DOE 5 was a student at St. Cajetan. Brother Courtney recruited JOHN DOE 5 to go to Leo
20 High School. Brother Courtney was a teacher and/or employee at Leo High School at the
21 time he abused JOHN DOE 5. The abuse occurred in the bookstore and locker room at Leo
22 High School, as well as in Brother Courtney's car. In the interests of privacy, this complaint
23 identifies plaintiff JOHN DOE 5 only by pseudonym.

1 3.6. Plaintiff JOHN DOE 6, who currently resides in Cook County, Illinois, was
2 sexually abused by Christian Brother Edward Courtney in approximately 1970 while JOHN
3 DOE 6 was a student at Leo High School. Brother Courtney was a teacher and/or employee
4 at Leo High School at the time he abused JOHN DOE 6. The abuse occurred at Leo High
5 School. In the interests of privacy, this complaint identifies plaintiff JOHN DOE 6 only by
6 pseudonym.
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8 3.7. Plaintiff JOHN DOE 7, who currently resides in Cook County, Illinois, was
9 sexually abused by Christian Brother Edward Courtney in approximately 1970 while JOHN
10 DOE 7 was a student at Leo High School. Brother Courtney was a teacher and/or employee
11 at Leo High School at the time he abused JOHN DOE 7. The abuse occurred in the basement
12 and the bookstore of Leo High School. In the interests of privacy, this complaint identifies
13 plaintiff JOHN DOE 7 only by pseudonym.
14

15 3.8. Plaintiff JOHN DOE 8, who currently resides in Cook County, Illinois, was
16 sexually abused by Christian Brother Edward Courtney in approximately 1971 before and
17 while JOHN DOE 8 was a student at Leo High School. Brother Courtney was a teacher
18 and/or employee at Leo High School at the time he abused JOHN DOE 8. The abuse took
19 place in the bookstore at Leo High School. In the interests of privacy, this complaint
20 identifies plaintiff JOHN DOE 8 only by pseudonym.
21

22 3.9. Plaintiff JOHN DOE 9, who currently resides in DuPage County, Illinois, was
23 sexually abused by Christian Brother Edward Courtney in approximately 1971 to 1972 while
24 JOHN DOE 9 was a student at Leo High School. Brother Courtney was a teacher and/or
25 employee at Leo High School at the time he abused JOHN DOE 9. The abuse occurred in the
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1 bookstore at Leo High School. In the interests of privacy, this complaint identifies plaintiff
2 JOHN DOE 9 only by pseudonym.

3 3.10. Plaintiff JOHN DOE 10, who currently resides in Cook County, Illinois, was
4 sexually abused by Christian Brother Edward Courtney in approximately 1972 while JOHN
5 DOE 10 was a student at Leo High School. Brother Courtney was a teacher and/or employee
6 at Leo High School at the time he abused JOHN DOE 10. The abuse occurred in the
7 bookstore and weight room at Leo High School. In the interests of privacy, this complaint
8 identifies plaintiff JOHN DOE 10 only by pseudonym.

9
10 3.11. Plaintiff JOHN DOE 11, who currently resides in Cook County, Illinois, was
11 sexually abused by Christian Brother Edward Courtney in approximately 1971 and 1973
12 while JOHN DOE 11 was a student at Leo High School. Brother Courtney was a teacher at
13 Leo High School at the time he abused JOHN DOE 11. The abuse occurred in the locker
14 room and bookstore at Leo High School. In the interests of privacy, this complaint identifies
15 plaintiff JOHN DOE 11 only by pseudonym.

16
17 3.12. Plaintiff JOHN DOE 12, who currently resides in Cook County, Illinois, was
18 sexually abused by Christian Brother Edward Courtney from approximately 1971 to 1973
19 while JOHN DOE 12 was a student at Leo High School. Brother Courtney was a teacher
20 and/or employee at Leo High School at the time he abused JOHN DOE 12. The abuse
21 occurred in the locker room, shower, and equipment room at Leo High School. In the
22 interests of privacy, this complaint identifies plaintiff JOHN DOE 12 only by pseudonym.

23
24 3.13. Plaintiff JOHN DOE 13 who currently resides in Cook County, Illinois, was
25 sexually abused by Christian Brother Edward Courtney from approximately 1971 to 1973

1 while JOHN DOE 13 was a student at Leo High School. Brother Courtney was a teacher
2 and/or employee at Leo High School at the time he abused JOHN DOE 13. The abuse
3 occurred in the bookstore at Leo High School. In the interests of privacy, this complaint
4 identifies plaintiff JOHN DOE 13 only by pseudonym.

5 3.14. Plaintiff JOHN DOE 14, who currently resides in Cook County, Illinois, was
6 sexually abused by an unidentified Christian Brother in approximately 1974 while JOHN
7 DOE 14 was a student at Leo High School. The Christian Brother was a summer school
8 teacher working at Leo High School at the time he abused JOHN DOE 14. The abuse
9 occurred in the basement of Leo High School. In the interests of privacy, this complaint
10 identifies plaintiff JOHN DOE 14 only by pseudonym.

11 3.15. Plaintiff JOHN DOE 15, who currently resides in Cook County, Illinois, was
12 sexually abused by Christian Brother Dennis Bonebreak in approximately 1991 while JOHN
13 DOE 15 was a student at Leo High School. Brother Bonebreak was an admissions director
14 and/or employee of Leo High School at the time he abused JOHN DOE 15. The abuse
15 occurred at Brother Bonebreak's residence. In the interests of privacy, this complaint
16 identifies plaintiff JOHN DOE 15 only by pseudonym.

17 3.16. Defendant Congregation of Christian Brothers is a worldwide Catholic
18 religious order of men that funds its operations by providing its members to staff Catholic
19 schools around the world and in the United States, including Leo High School. Although the
20 headquarters of defendant Congregation of Christian Brothers is located outside of the United
21 States, the Congregation of Christian Brothers has the right to control the Christian Brothers
22 and other employees/agents who serve at schools on its behalf, including the Christian
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1 Brothers who served at Leo, the Christian Brothers and employees/agents who sexually
2 abused Plaintiffs, and the Christian Brothers and employees/agents who were responsible for
3 supervising those individuals but failed to do so. Moreover, at all relevant times, including
4 before and during the time Plaintiffs were sexually abused as described herein, defendant
5 Congregation of Christian Brothers authorized defendant NAP and the teachers,
6 administrators, and employees of Leo to act on its behalf in operating Leo, in fielding
7 complaints regarding the sexual abuse of children, and in protecting children from being
8 sexually abused, including Plaintiffs. Defendant NAP and the teachers, administrators, and
9 employees of Leo accepted that authorization from defendant Congregation of Christian
10 Brothers and acted accordingly on its behalf. Upon information and belief, the leaders of
11 defendant Congregation of Christian Brothers were told that the individuals who sexually
12 abused Plaintiffs had previously sexually abused other children, but despite that knowledge,
13 and despite having the authority to remove them and prevent them from abusing more
14 students, defendant Congregation of Christian Brothers allowed them to continue teaching
15 and continued to give them access to students, including Plaintiffs at Leo.

18 3.17. Defendant Congregation of Christian Brothers – North American Province,
19 also known as the Western Province, also known as the Eastern Province, and also known as
20 the American Province (collectively referred to herein as “NAP”), is a province of defendant
21 Congregation of Christian Brothers. As with defendant Congregation of Christian Brothers,
22 defendant NAP has the right to control the Christian Brothers and employees/agents who
23 serve at schools on its behalf, including the Christian Brothers and employees/agents who
24 served at Leo, the Christian Brothers and employees/agents who sexually abused Plaintiffs,
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1 and the Christian Brothers and employees/agents who were responsible for supervising those
2 individuals but failed to do so. Moreover, at all relevant times, including before and during
3 the time Plaintiffs were sexually abused as described herein, defendant NAP authorized the
4 teachers, administrators, and employees of Leo to act on its behalf in operating Leo, in
5 fielding complaints regarding the sexual abuse of children, and in protecting children from
6 being sexually abused, including Plaintiffs. The teachers, administrators, and employees of
7 Leo accepted that authorization from defendant NAP and acted accordingly on its behalf.
8 Upon information and belief, the leaders of defendant NAP were told that the individuals who
9 sexually abused Plaintiffs had previously sexually abused other children, but despite that
10 knowledge, and despite having the authority to remove them and prevent them from abusing
11 more students, defendant NAP allowed them to continue teaching and continued to give them
12 access to students, including Plaintiffs at Leo.
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15 3.18. When Plaintiffs were sexually abused as described above and below, Leo was
16 owned by the Catholic Bishop of Chicago, but the school was jointly staffed and operated by
17 the Catholic Bishop of Chicago, defendant Congregation of Christian Brothers and defendant
18 NAP (collectively referred to herein as "Christian Brothers defendants"). The Christian
19 Brothers defendants agreed to staff and operate Leo because they received money and other
20 material benefits from the Catholic Bishop of Chicago and others for doing so, which was in
21 turn used to fund their operations in the United States and around the world. Although the
22 Christian Brothers defendants acted as the agents of the Catholic Bishop of Chicago in
23 operating Leo, as described herein, the Christian Brothers defendants had a separate duty to
24 supervise the Christian Brothers, employees, and other agents of Leo, including those who
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1 sexually abused Plaintiffs and those who failed to protect Plaintiffs, and a separate duty to
2 protect the Plaintiffs from foreseeable harm, including the sexual abuse they suffered.

3 3.19. During all relevant times, including before and during the time that Plaintiffs
4 were sexually abused as described herein, the Christian Brothers defendants operated Leo and
5 supervised and employed the individuals who served there, including the individuals who
6 sexually abused Plaintiffs and the individuals who were responsible for supervising the
7 abusers.
8

9 IV. JURISDICTION AND VENUE

10 4.1. As discussed more fully herein, many of the acts and omissions giving rise to
11 this action occurred in Cook County, Illinois. Moreover, at the time this cause of action arose
12 the Christian Brothers defendants transacted business in Chicago, Cook County, Illinois, and
13 the Christian Brothers defendants continue to transact business in Chicago, Cook County,
14 Illinois.
15

16 4.2. As such, this Court has jurisdiction over this matter and venue is proper in this
17 Court.
18

19 V. FACTS

20 A. **The Christian Brothers Defendants Allowed Edward Courtney to Serve at Leo Despite Knowing that He Was a Serial Sexual Predator**

21 5.1. As a child, Edward Courtney attended Briscoe Memorial School, a Catholic
22 boarding school and orphanage operated by the Christian Brothers defendants. That
23 education led him to become a Christian Brother in 1961.
24

25 5.2. When Courtney became a Christian Brother, he devoted all of his earthly
26 belongings to the Christian Brothers and irrevocably agreed to "render all my services of
COMPLAINT FOR DAMAGES

1 every kind to and for the said Congregation without compensation of any kind or character
2 and no reward or remuneration shall ever be made to me for my labors ... which I may
3 execute or shall have executed while a member of the said Congregation.”

4 5.3. After a brief stint with a Catholic elementary school, Courtney received a
5 teaching assignment at an all-boys high school, Leo High School, in Chicago, Illinois.
6 Courtney remained at Leo until 1968, when he was transferred because, as described in his
7 exclaustation and dispensation records, problems arose with his “homosexuality.” The term
8 “homosexuality” was often used by the Christian Brothers defendants in reference to
9 Courtney’s history of sexually abusing boys.
10

11 5.4. For the 1968-1969 school year, the Christian Brothers defendants transferred
12 Courtney to Leo High School in Birmingham, Michigan.

13 5.5. Despite transferring him to this new school because he had molested students,
14 the Christian Brothers defendants promoted him to “Dean of Students.”
15

16 5.6. As Dean of Students at Leo High School in Birmingham, Michigan, Courtney
17 promptly began molesting students. On June 14, 1969, the Provincial of the Christian
18 Brothers defendants wrote to the principal of Leo and notified him that “[w]e thought it would
19 be best for Chris Courtney to be changed out of Leo” because “it is for the best of all
20 concerned.” Courtney later testified that this “change” occurred because he had
21 inappropriately touched a student at Leo.
22

23 5.7. Upon Courtney’s transfer, the school principal, Brother D.P. Ryan, wrote that
24 Courtney “is still a bit confused. Let’s hope a change of atmosphere will help him mentally.”
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1 5.8. To assist him with that confusion, the Christian Brothers defendants sent
2 Courtney to sexual deviancy treatment. Despite undergoing treatment, the Christian Brothers
3 defendants decided it was appropriate to let Courtney begin teaching at another school. This
4 time, in the Fall of 1969, they sent him back to Chicago to teach at St. Leo High School.

5 5.9. Courtney continued molesting boys at St. Leo, despite his on-going treatment
6 for sexual deviancy. In 1972, complaints about his abuse of boys reached critical mass and
7 forced the Christian Brothers defendants to make another transfer. In September of 1972,
8 they transferred him to another school in the Chicago metropolitan area, Leo High School.

9 5.10. Before and during the time Courtney was assigned to Leo, the Christian
10 Brothers defendants knew that Courtney was a serial sexual predator who could not be
11 “cured” or “treated.” They knew he was a serial sexual predator because they had transferred
12 him from school-to-school-to-school because of his sexual abuse of students. And they knew
13 he could not be “cured” or “treated” because they had paid for him to receive sexual deviancy
14 treatment while he was at Leo in Michigan, and St. Leo in Illinois, but he kept abusing
15 children.

16 5.11. While he was employed as a teacher, administrator, and/or employee at Leo,
17 Courtney used his position to sexually abuse Plaintiff JOHN DOE 2, JOHN DOE 3, JOHN
18 DOE 4, JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN
19 DOE 10, JOHN DOE 11, JOHN DOE 12, and, JOHN DOE 13. The sexual abuse occurred at
20 Leo, including in the school bookstore.

21 5.12. Plaintiff JOHN DOE 2 who currently resides in Cook County, Illinois, was
22 sexually abused by Brother Edward Courtney in approximately 1969 while JOHN DOE 2 was
23

1 a student at Leo High School. Brother Courtney was a teacher and/or employee at Leo High
2 School at the time he abused JOHN DOE 2. The abuse occurred at Leo High School.

3 5.13. Plaintiff JOHN DOE 3 was sexually abused by Brother Edward Courtney in
4 approximately 1969 to 1970 while JOHN DOE 3 was a student at Leo High School. Brother
5 Courtney was a teacher and/or employee at Leo High School at the time he abused JOHN
6 DOE 3. The abuse occurred in the bookstore at Leo High School.
7

8 5.14. Plaintiff JOHN DOE 4 was sexually abused by Brother Edward Courtney from
9 approximately 1969 to 1971 while JOHN DOE 4 was a student at Leo High School. Brother
10 Courtney was a teacher and/or employee at Leo High School at the time he abused JOHN
11 DOE 4. The abuse occurred in the bookstore at Leo High School.

12 5.15. Plaintiff JOHN DOE 5 was sexually abused by Brother Edward Courtney in
13 approximately 1970 while JOHN DOE 5 was a student at St. Cajetan. Brother Courtney used
14 his position as a teacher and/or employee at Leo to recruit JOHN DOE 5 to go to Leo High
15 School. The abuse occurred in the bookstore and locker room at Leo High School, as well as
16 in Brother Courtney's car.
17

18 5.16. Plaintiff JOHN DOE 6 was sexually abused by Brother Edward Courtney in
19 approximately 1970 while JOHN DOE 6 was a student at Leo High School. Brother
20 Courtney was a teacher and/or employee at Leo High School at the time he abused JOHN
21 DOE 6. The abuse occurred at Leo High School.
22

23 5.17. Plaintiff JOHN DOE 7 was sexually abused by Brother Edward Courtney in
24 approximately 1970 while JOHN DOE 7 was a student at Leo High School. Brother
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1 Courtney was a teacher and/or employee at Leo High School at the time he abused JOHN
2 DOE 7. The abuse occurred in the basement and the bookstore of Leo High School.

3 5.18. Plaintiff JOHN DOE 8 was sexually abused by Brother Edward Courtney in
4 approximately 1971 before and while JOHN DOE 8 was a student at Leo High School.
5 Brother Courtney was a teacher and/or employee at Leo High School at the time he abused
6 JOHN DOE 8. The abuse took place in the bookstore at Leo High School.
7

8 5.19. Plaintiff JOHN DOE 9 was sexually abused by Brother Edward Courtney in
9 approximately 1971 to 1972 while JOHN DOE 9 was a student at Leo High School. Brother
10 Courtney was a teacher and/or employee at Leo High School at the time he abused JOHN
11 DOE 9. The abuse occurred in the bookstore at Leo High School.

12 5.20. Plaintiff JOHN DOE 10 was sexually abused by Brother Edward Courtney in
13 approximately 1972 while JOHN DOE 10 was a student at Leo High School. Brother
14 Courtney was a teacher and/or employee at Leo High School at the time he abused JOHN
15 DOE 10. The abuse occurred in the bookstore and weight room at Leo High School.
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17 5.21. Plaintiff JOHN DOE 11 was sexually abused by Brother Edward Courtney in
18 approximately 1971 and 1973 while JOHN DOE 11 was a student at Leo High School.
19 Brother Courtney was a teacher at Leo High School at the time he abused JOHN DOE 11.
20 The abuse occurred in the locker room and bookstore at Leo High School.
21

22 5.22. Plaintiff JOHN DOE 12 was sexually abused by Brother Edward Courtney
23 from approximately 1971 to 1973 while JOHN DOE 12 was a student at Leo High School.
24 Brother Courtney was a teacher and/or employee at Leo High School at the time he abused
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1 JOHN DOE 12. The abuse occurred in the locker room, shower, and equipment room at Leo
2 High School.

3 5.23. Plaintiff JOHN DOE 13 was sexually abused by Brother Edward Courtney
4 from approximately 1971 to 1973 while JOHN DOE 13 was a student at Leo High School.
5 Brother Courtney was a teacher and/or employee at Leo High School at the time he abused
6 JOHN DOE 13. The abuse occurred in the bookstore at Leo High School.
7

8 5.24. Eventually, faced with complaints of Courtney's sexual abuse of children at
9 Leo, the Christian Brothers defendants voted to keep Courtney "out of school until he had
10 seen a psychiatrist." In January 1974, Courtney was physically ejected from Leo because he
11 was sexually molesting students. As Courtney testified in a deposition, he was given "a day
12 or two" to leave. The principal, Brother John Manning, delivered the message: "After
13 breakfast, Brother Manning, who was the principal, called me in to talk, and he said there had
14 been complaints and basically told me I was going to have to leave at that time." Manning
15 told Courtney to get a job and get married.
16

17 5.25. After being physically evicted by his community at Leo, Brother Courtney
18 "lived on the outside and worked at a travel agency."

19 5.26. Shortly thereafter, in March of 1974, the Christian Brothers defendants barred
20 Courtney from any contact with his prior three schools: "Chris is to have no contact with
21 Rice, Leo or Laurence in any way, shape or form."
22

23 5.27. Shortly thereafter, the Christian Brothers defendants considered making him a
24 gardener at their Provincial Headquarters in Vallejo, California, where he would have no
25 contact with children, or transferring him to be an administrator at O'Dea High School in
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1 Seattle. Despite his history of sexually abusing boys at four schools, and despite his history
2 of abusing boys while in treatment, the Christian Brothers defendants voted to transfer
3 Courtney to O'Dea High School in Seattle, Washington, where he became a school
4 administrator, teacher, and member of the Archdiocesan faculty.

5
6 5.28. Once the Christian Brothers defendants had transferred Courtney to O'Dea, he
7 immediately began molesting boys, just as he had done at his four prior schools. And as had
8 happened at his four prior schools, the Christian Brothers administrators immediately became
9 aware of his sexual abuse of children.

10
11 5.29. However, rather than immediately remove Courtney from O'Dea and report
12 him to law enforcement, the Christian Brothers helped Courtney obtain a teaching certificate
13 in Washington. For example, Brother Courtney's former principal at Leo, Brother John
14 Manning, wrote a glowing recommendation for Courtney to the Superintendent of Public
15 Instruction for the State of Washington ("SPI"). The purpose of the recommendation was "to
16 determine the eligibility of Brother Edward C. Courtney [address omitted] for a Washington
17 teaching certificate" based on "an evaluation of service under your supervision." Manning
18 unequivocally recommended Courtney, noting that he "served very efficiently as full time
19 teacher of English and history" and that "I recommend him highly." Brother Manning made
20 this representation to SPI even though he was the Christian Brother who had physically
21 ejected Courtney from Leo, one year earlier, for molesting students.
22

23 5.30. Courtney sexually abused students during each of the four years that he was at
24 O'Dea and the Christian Brothers defendants knew as much. However, the Christian Brothers
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1 defendants did nothing to remove him from the school for four years, or to otherwise ensure
2 that he could not abuse more students.

3 5.31. Even after the Christian Brothers defendants removed Courtney from O'Dea,
4 they did nothing to prevent him from abusing more students. Instead, they helped him get
5 other teaching jobs and wrote him more letters of recommendation.
6

7 5.32. Courtney continued to sexually molest students until 1988, when public school
8 authorities in Othello, Washington, notified the police and Courtney was arrested for felony
9 indecent liberties with minors. On December 12, 1988, Courtney pled guilty to a charge of
10 Indecent Liberties with a minor, a felony that carried a maximum sentence of ten years in jail.

11 **B. The Christian Brothers Defendants Allowed Others to Serve at Leo Despite**
12 **Knowing that They Posed a Danger to Children**

13 5.33. Upon information and belief, Edward Courtney was not the only sexual abuser
14 that the Christian Brothers defendants knew or should have known was serving at Leo. To the
15 contrary, a large number of other former Leo students, including many of the Plaintiffs, have
16 come forward and indicated that they were sexually abused by teachers, administrators, or
17 employees of Leo, or others who were affiliated with Leo and gained access to them through
18 their position at the school.
19

20 5.34. Upon information and belief, the Christian Brothers defendants knew or should
21 have known that the following teachers, administrators, employees, agents, and/or
22 administrators of Leo posed a danger to Plaintiffs because they knew or should have known
23 that these individuals had a history of sexually abusing children, but despite that knowledge,
24 the Christian Brothers defendants failed to take reasonable steps to protect Plaintiffs JOHN
25 DOE 1, JOHN DOE 14, and JOHN DOE 15 from these individuals: Christian Brother C.B.
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1 Irwin, an unidentified Christian Brother who was a summer school teacher working at Leo in
2 approximately 1974, and Christian Brother Dennis Bonebreak.

3 5.35. As a result of the Christian Brothers defendants failing to take reasonable steps
4 to supervise these individuals, or to otherwise protect Plaintiffs JOHN DOE 1, JOHN DOE
5 14, and JOHN DOE 15 from them, these Plaintiffs were sexually abused by them at Leo while
6 they were students at Leo.
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8 5.36. Plaintiff JOHN DOE 1 was sexually abused by Christian Brother C.B. Irwin
9 while JOHN DOE 1 was a student at Leo High School. Brother Irwin was a teacher and/or
10 employee at Leo High School at the time he abused JOHN DOE 1. The abuse occurred at the
11 Christian Brothers' residence at Leo High School.

12 5.37. Plaintiff JOHN DOE 14 was sexually abused by an unidentified Christian
13 Brother in approximately 1974 while JOHN DOE 14 was a student at Leo High School. The
14 Christian Brother was a summer school teacher working at Leo High School at the time he
15 abused JOHN DOE 14. The abuse occurred in the basement of Leo High School.
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17 5.38. Plaintiff JOHN DOE 15 was sexually abused by Christian Brother Dennis
18 Bonebreak in approximately 1991 while JOHN DOE 15 was a student at Leo High School.
19 Brother Bonebreak was an admissions director and/or employee of Leo High School at the
20 time he abused JOHN DOE 15. The abuse occurred at Brother Bonebreak's residence.
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22 **C. The Christian Brothers Defendants Fraudulently Concealed Their Knowledge**
23 **Regarding the Individuals Who Sexually Abused Plaintiffs**

24 5.39. The Christian Brothers defendants, through its agents, invited families,
25 including the families of Plaintiffs, to send their children to school at various schools operated
26 by the Christian Brothers defendants, including without limitation Leo High School.

1 5.40. Thus, the Christian Brothers defendants were in the business of educating
2 young children their schools.

3 5.41. The Christian Brothers defendants charged parents, including Plaintiffs'
4 families, fees to educate their children in the schools and/or programs of the Christian
5 Brothers defendants.

6 5.42. Thus, the children attending schools were invitees; or in the alternative were
7 business invitees of the Christian Brothers defendants.

8 5.43. Between approximately 1962 and 1984, and at all relevant times, Leo High
9 School was operated and controlled by employees and agents of the Christian Brothers
10 defendants.

11 5.44. During the time that children, including Plaintiffs, attended schools and
12 educational programs of the Christian Brothers defendants, including Leo High School, the
13 Christian Brothers defendants had exclusive control over the children.

14 5.45. At all times relevant herein during the academic school years between 1976
15 through and including 1996, Plaintiffs attended high school at Leo High School, a school
16 owned and/or operated by the Christian Brothers defendants.

17 5.46. The Christian Brothers defendants held themselves out to Plaintiffs, then minor
18 children, and their parents or guardians that it stood and acted in place of the parents or
19 guardians of minor children, and thus the Christian Brothers defendants held themselves out
20 to Plaintiffs and their parents or guardians as acting **in loco parentis** while Plaintiffs were
21 enrolled in high school at Leo High School.
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1 5.47. While plaintiff attended high school at Leo High School, the Christian
2 Brothers defendants had exclusive custody and control of Plaintiffs under such circumstances
3 as to deprive their parents of their normal opportunities for protection of their then minor
4 sons. This protection is similar to that which a mother or father would exhibit to a newborn or
5 young child. This includes, without limitations, the deprivation of a parent of their normal
6 opportunity to protect their child from the sexual abuse of a predator or pedophile.
7

8 5.48. While Plaintiffs attended high school at Leo, the Christian Brothers defendants
9 had exclusive custody and control of Plaintiffs under such circumstances, and the Christian
10 Brothers defendants had a fiduciary duty to Plaintiffs, acting as a protector of minor wards
11 Plaintiffs' age. As an entity exercising exclusive custody and control of minor children such
12 as Plaintiffs, the Christian Brothers defendants had a special duty to anticipate danger; and to
13 exercise reasonable diligence from groups or individuals of notoriously dangerous character.
14

15 5.49. Specifically, the Christian Brothers defendants knew or reasonably should
16 have known that a group of notoriously dangerous characters, namely predatory and
17 pedophile Christian Brothers and others, actively served the Christian Brothers defendants
18 before, during and between the years 1962 through 1984. These predatory Christian Brothers
19 and others were in the habit of sexually abusing juvenile boys and girls, a fact the Christian
20 Brothers defendants knew or reasonably should have known. As a result, the Christian
21 Brothers defendants owed a duty to all the youth attending schools owned and/or operated by
22 the Christian Brothers defendants, including Plaintiffs, and Plaintiffs' parents, to exercise due
23 diligence to ascertain and anticipate dangers and make careful preparation to give Plaintiffs
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1 effective protection, when the need would arise, from such predatory or pedophile Christian
2 Brothers and others actively serving the Christian Brothers defendants.

3 5.50. In addition, the Christian Brothers defendants armed with the knowledge of the
4 preceding paragraph, would be under an affirmative duty to interfere and intervene when they
5 knew or reasonably should have known of such predatory conduct; and would also have the
6 duty to be reasonably vigilant in the supervision of the juveniles over which they had
7 exclusive control so as to ascertain when such predatory conduct was about to occur.
8

9 5.51. During the time that Christian Brother C.B. Irwin, an unidentified Christian
10 Brother who was a summer school teacher working at Leo in approximately 1974, and
11 Christian Brother Dennis Bonebreak were serving as teachers, employees, administrators or in
12 other positions of trust and/or authority at Leo, and as a result of the affiliation Plaintiffs had
13 with Leo and the Christian Brothers defendants, a special fiduciary relationship of human,
14 religious and spiritual trust developed between Plaintiffs and the Christian Brothers
15 defendants, with concomitant *in loco parentis* duties, including providing a safe haven for
16 Plaintiffs by providing for their physical and emotional care and safety. As a result of
17 representations made by the Christian Brothers defendants and because the Christian Brothers
18 defendants and its agents held themselves out as counselors and instructors on matters that
19 were spiritual, moral, and ethical, Plaintiffs placed great trust in the Christian Brothers
20 defendants and its Brothers and others associated with them so that the Christian Brothers
21 defendants gained control and influence over Plaintiffs, and therefore the Christian Brothers
22 defendants entered into a fiduciary relationship with the Plaintiffs.
23
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1 5.52. The Christian Brothers defendants' fiduciary relationship with the Plaintiffs
2 established upon the Christian Brothers defendants a duty of good faith, fair dealing, and the
3 duty to act with the highest degree of trust and confidence. This fiduciary relationship
4 includes the duty to warn and to disclose and the duty to protect children from sexual abuse
5 and exploitation by Christian Brothers whom the Christian Brothers defendants promote as
6 being celibate and chaste representatives of God on earth and whom the Christian Brothers
7 defendants hold out to students, parents and the community as safe, trustworthy community
8 members. The Christian Brothers defendants' fiduciary relationships with Plaintiffs were
9 based upon justifiable trust on Plaintiffs' side and superiority and influence on the Christian
10 Brothers defendants' side.
11

12 5.53. The Christian Brothers defendants represented to each Plaintiff and his parents
13 or guardians who placed him in the custody and control of Leo that they could trust and
14 confide in the Christian Brothers defendants in selecting teachers, employees, and
15 administrators who were fit to teach and supervise children and who could be trusted with
16 children, the Plaintiffs and their parents or guardians did in fact place their trust and
17 confidence in the Christian Brothers defendants in that regard, as reflected by their decision to
18 attend Leo and be placed in the custody and control of the defendants, and the Christian
19 Brothers defendants consented to each Plaintiff and his parents or guardians placing their trust
20 and confidence in them in that regard, as reflected by their decision to allow Plaintiffs to
21 attend Leo, by holding out the teachers, administrators, employees, and others who served at
22 Leo as individuals who were safe and could be trusted with children, and by taking custody
23 and control of Plaintiffs while they were students at Leo.
24
25
26

1 5.54. Likewise, the Christian Brothers defendants represented to each Plaintiff and
2 his parents or guardians who placed him in the custody and control of Leo that the teachers,
3 employees, and administrators at the school, including those who abused the Plaintiffs, were
4 safe and could be trusted with children. Again, Plaintiffs and their parents or guardians did in
5 fact place their trust and confidence in the Christian Brothers defendants in that regard, as
6 reflected by their decision to attend Leo and be placed in the custody and control of the
7 defendants, and the Christian Brothers defendants consented to each Plaintiff and his parents
8 or guardians placing their trust and confidence in them in that regard, as reflected by their
9 decision to allow Plaintiffs to attend Leo, by holding out the teachers, employees,
10 administrators, and others who served at Leo as individuals who were safe and could be
11 trusted with children, and by taking custody and control of Plaintiffs while they were students
12 at Leo.
13

14
15 5.55. To the contrary, upon information and belief, the Christian Brothers defendants
16 knew that the individuals who sexually abused Plaintiffs were not safe and could not be
17 trusted with children because they had sexually abused other children. However, rather than
18 disclosing those material facts to Plaintiffs or their guardians, the Christian Brothers
19 defendants fraudulently concealed them from Plaintiffs and their guardians.
20

21 5.56. The leaders of the Christian Brothers defendants were in a specialized or
22 superior position to receive and did receive specific information regarding misconduct by
23 Christian Brothers and other agents and employees that was of critical importance to the well-
24 being, protection, care and treatment of innocent victims, including the Plaintiffs. This
25
26

1 knowledge was not otherwise readily available. The Christian Brothers defendants exercised
2 its special or superior position to assume control of said knowledge and any response thereto.

3 5.57. Plaintiffs were in a subordinate position of weakness, vulnerability, and
4 inequality and were lacking knowledge. Further, the ability of Plaintiffs or their families to
5 monitor the use or misuse of the power and authority of the Christian Brothers defendants or
6 its agents and/or employees was compromised, inhibited or restricted by the Christian
7 Brothers defendants and its agents and/or employees, including but not limited to Christian
8 Brother C.B. Irwin, an unidentified Christian Brother who was a summer school teacher
9 working at Leo in approximately 1974, and Christian Brother Dennis Bonebreak.

11 5.58. Notably, the Christian Brothers defendants also taught Plaintiffs to trust and
12 respect the defendants, their employees, and their agents, to obey them, and to believe
13 anything they said to them. As a result, in addition to the foregoing representations by the
14 defendants, Plaintiffs relied upon these teachings by the defendants in deciding to place their
15 trust and confidence in the defendants.
16

17 5.59. The Christian Brothers defendants had a secular standard of fiduciary duty
18 which they breached by failing to act upon, or insufficiently acting upon or responding to,
19 information which they had obtained by virtue of their superior status, known only or secretly
20 to them, that was indicative or highly suggestive of a pattern of wrongful, unlawful or
21 criminal behavior of its employees and/or agents, including Christian Brother C.B. Irwin, an
22 unidentified Christian Brother who was a summer school teacher working at Leo in
23 approximately 1974, and Christian Brother Dennis Bonebreak and its other Brothers. The
24 Christian Brothers defendants breached this duty, as well as other duties, through inaction,
25
26

1 manipulation, intimidation, evasion, intended deception, undue influence, duress or otherwise,
2 as more fully described and set forth elsewhere in this Compliant, resulting in negative
3 consequences to the welfare and well-being of Plaintiffs.

4 5.60. Plaintiffs and their parents or guardians had the right to rely upon, and did rely
5 upon, the representations and teachings of the Christian Brothers defendants including, but
6 not limited to, representations regarding Christian Brothers in general and Christian Brother
7 C.B. Irwin, an unidentified Christian Brother who was a summer school teacher working at
8 Leo in approximately 1974, and Christian Brother Dennis Bonebreak in particular (including
9 the representation that Christian Brother C.B. Irwin, an unidentified Christian Brother who
10 was a summer school teacher working at Leo in approximately 1974, and Christian Brother
11 Dennis Bonebreak were Christian Brothers in “good standing”). Plaintiffs and their parents or
12 guardians also expected and believed that the Christian Brothers defendants would not
13 tolerate criminal misconduct that represented a known threat to children by any Christian
14 Brother or any of their other employees or agents. Accordingly, Plaintiffs and their parents or
15 guardians also relied on the Christian Brothers defendants’ omission and silence in failing to
16 inform them of material facts, including the danger posed by these individuals.

17 5.61. The Christian Brothers defendants created the misperception in the mind of
18 Plaintiffs and his parents and others that Plaintiffs and other children were safe with Christian
19 Brothers in general and with Christian Brother C.B. Irwin, an unidentified Christian Brother
20 who was a summer school teacher working at Leo in approximately 1974, and Christian
21 Brother Dennis Bonebreak in particular. In fact, Plaintiffs were victims of a known and
22 preventable hazard that the Christian Brothers defendants created and allowed to continue.
23
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1 5.62. Further, as a result of the early instruction and indoctrination described herein,
2 Plaintiffs and their parents or guardians believed that the Christian Brothers defendants were
3 unaware and uninvolved in facilitating the criminal sexual behavior of its Brothers, and the
4 wide-ranging efforts of the Christian Brothers defendants to conceal that criminal conduct
5 from Plaintiffs, their families and the community.
6

7 5.63. Not only did those misrepresentations and material omissions by the Christian
8 Brothers result in Plaintiffs being sexually abused, but they also prevented Plaintiffs from
9 discovering that they had a cause of action against the defendants for many years. None of
10 the Plaintiffs realized they may have claims against the Christian Brothers defendants until
11 after the Christian Brothers of Ireland, Inc., filed for bankruptcy on April 28, 2011. It was not
12 until after that date when Plaintiffs first realized that the Christian Brothers defendants might
13 have known that the individuals who sexually abused them had a history of sexually abusing
14 other children, or that the damages they suffered as a result of the sexual abuse at Leo may
15 have been caused by the wrongful acts of the Christian Brothers defendants. Simply put, it
16 was not until after that date that Plaintiffs first realized that they may have suffered harm as a
17 result of misconduct by the Christian Brothers defendants.
18

19 5.64. At no point did the Christian Brothers defendants reach out to Plaintiffs about
20 the abuse they suffered, despite the fact that the defendants knew long before April 28, 2011,
21 that sexual abuse of boys at Leo had been rampant, and that many boys, including Plaintiffs,
22 were abused by men who were known to the defendants to be sexual abusers. If anything, the
23 Christian Brothers defendants frequently denied claims of sexual abuse or refused to comment
24 on what they knew about the claims.
25

1 **D. Equitable Estoppel**

2 5.65. The Christian Brothers defendants created the misperception in the mind of
3 Plaintiffs and their parents and others that Plaintiffs and other children were safe with
4 Christian Brothers in general and with Christian Brother C.B. Irwin, an unidentified Christian
5 Brother who was a summer school teacher working at Leo in approximately 1974, and
6 Christian Brother Dennis Bonebreak in particular. In fact, Plaintiffs were victims of a known
7 and preventable hazard that the Christian Brothers defendants created and allowed to
8 continue.
9

10 5.66. First, as more particularly described above, the Christian Brothers defendants
11 misrepresented and concealed material facts about the true nature of predatory and pedophile
12 employees and/or agents in schools owned and/or operated by the Christian Brothers
13 defendants, including the individuals identified above.
14

15 5.67. Second, the Christian Brothers defendants knew at the time the representations
16 were made, and when the concealment occurred, that they were untrue.
17

18 5.68. Third, at no time did Plaintiffs know that the representations made by the
19 Christian Brothers defendants were untrue.
20

21 5.69. Fourth, the Christian Brothers defendants intended to reasonably expect the
22 representation to be acted upon by Plaintiffs, abused persons, and their parents or guardians
23 and by other victims of sexual abuse by a Christian Brother, including those identified above.
24

25 5.70. Fifth, Plaintiffs and their parents or guardians reasonably relied upon the
26 representations of the Christian Brothers defendants in good faith and to their detriment; and

1 WHEREFORE, Plaintiffs JOHN DOE #1-15, by and through Plaintiffs' attorneys,
2 HURLEY McKENNA AND MERTZ, pray for damages against defendants
3 CONGREGATION OF CHRISTIAN BROTHERS; and, CONGREGATION OF
4 CHRISTIAN BROTHERS-NORTH AMERICAN PROVINCE a/k/a WESTERN
5 PROVINCE a/k/a EASTERN PROVINCE a/k/a AMERICAN PROVINCE, in a sum in
6 excess of \$50,000, plus the costs of suit, and such other relief as the court deems just and
7 equitable.
8

9 **COUNT II**

10 **Institutional Negligence Against the Christian Brothers Defendants**

11 Plaintiffs complain of the Christian Brothers defendants as follows:

12 6.6 Plaintiffs re-allege the paragraphs set forth above and below.

13 6.7 The Christian Brothers defendants owed Plaintiffs a duty to provide competent
14 and safe care and supervision by instituting and following policies and procedures to govern
15 teachers, administrators and others who occupied positions of trust and/or authority at Leo.

16 6.8 The Christian Brothers defendants failed to exercise the reasonable care one
17 would expect from school owners and operators – they negligently and grossly negligently
18 hired, retained, supervised, and monitored the individuals who abused Plaintiffs.

19 6.9 More specifically, the Christian Brothers defendants enabled those individuals
20 to sexually abuse Plaintiffs through a number of wrongful acts and omissions, including:

- 21
- 22 (a) failing to properly investigate their background to ascertain whether they were
23 suitable to be a teacher, administrator, or in another position of trust and
24 confidence among boys at Leo, including Plaintiffs;
 - 25 (b) failing to timely adopt policies and procedures to identify potential and actual
26 sexual offenders and abusers, and to prevent their placement at Leo;

- 1 (c) failing to properly supervise them by providing them with access to students at
2 Leo, failing to take any meaningful steps to prevent them from sexually
3 abusing students at Leo, and failing to report their sexual misconduct at Leo
4 and other schools to the authorities;
- 5 (d) failing to warn parents, students, or others at Leo of the danger that they posed
6 to students;
- 7 (e) concealing their prior sexual abuse of children; and,
- 8 (f) failing to report them to law enforcement and governmental child welfare
9 agencies, and by discouraging other students, church members and others from
10 making such reports.

11 6.10 Upon information and belief, the Christian Brothers defendants knew, or
12 should have known, that the individuals who sexually abused Plaintiffs possessed an
13 uncontrollable urge to sexually molest young boys and that there existed in the mental health
14 community ample knowledge that the treatment of their condition included at the very least
15 two essential elements (1) keeping them away from young boys, and (2) telling those who
16 needed to know about his condition. The Christian Brothers defendants did neither.

17 6.11 As a direct and proximate result of the negligent and grossly negligent acts and
18 omissions of the Christian Brothers defendants, Plaintiffs were physically, psychologically
19 and emotionally damaged.

20 6.12 The Christian Brothers defendants also knew or should have known that their
21 attempts to cover-up the sexual abuse of children at Leo and other schools, including the
22 abuse of Plaintiffs, would, if discovered, likely cause increased emotional suffering to their
23 victims and their families, including Plaintiffs.

24 6.13 Notwithstanding that knowledge, the Christian Brothers defendants hid the
25 nature and the extent of the sexual abuse at Leo and other schools from their victims, their
26 families, and other parish or school members. Those attempts were successful, and not
discovered until many years later, thereby causing increased emotional suffering to their
victims and their families, including Plaintiffs.

1 WHEREFORE, Plaintiffs JOHN DOE #1-15, by and through Plaintiffs' attorneys,
2 HURLEY McKENNA AND MERTZ, pray for damages against defendants
3 CONGREGATION OF CHRISTIAN BROTHERS; and, CONGREGATION OF
4 CHRISTIAN BROTHERS-NORTH AMERICAN PROVINCE a/k/a WESTERN
5 PROVINCE a/k/a EASTERN PROVINCE a/k/a AMERICAN PROVINCE, in a sum in
6 excess of \$50,000, plus the costs of suit, and such other relief as the court deems just and
7 equitable.
8

9
10 **COUNT III**
11 **Special Relationship: Duty of Persons Having Custody of Another**
12 **Restatement of Torts (Second) § 314A(4), § 320**

13 Plaintiffs complain of the Christian Brothers defendants as follows:

14 6.14 Plaintiffs re-allege the paragraphs set forth above and below.

15 6.15 The allegations of fact and law above confirm that the Christian Brothers
16 defendants had a special relationship and duty to intervene and protect Plaintiffs consistent
17 with the Restatement of Torts (Second), sec. 314(A)(4) and sec. 320; and as more particularly
18 described above regarding a person or entity who has exclusive custody or control of a minor
19 boy.

20 6.16 Because the Christian Brothers defendants voluntarily took custody of
21 Plaintiffs under circumstances described above which deprived him, and his parents, of their
22 normal powers of self-protection; and thereby subjected Plaintiffs to associations with persons
23 likely to harm them, the Christian Brothers defendants were under a duty to exercise
24 reasonable care so as to control the conduct of third persons as to prevent them from
25 intentionally harming Plaintiffs or so conducting themselves as to create an unreasonable risk
26

1 of harm to Plaintiffs, as the Christian Brothers defendants knew or had reason to know that
2 they had the ability to control the conduct of third persons, and knew or should know of the
3 necessity and opportunity for exercising such control.

4 6.17 In addition, the Christian Brothers defendants had a duty of affirmative action
5 for the aid and protection of Plaintiffs; had a duty to anticipate danger, and had a duty to be
6 reasonably vigilant in the supervision of Christian Brothers in the religious order that the
7 Christian Brother defendants knew or reasonably should have known were sexual predators of
8 children.
9

10 6.18 That the Christian Brothers defendants breached the duty of care owed to
11 Plaintiffs, minor children, and their parents or guardians, and were guilty of one or more of
12 the following wrongful acts and/or omissions:

- 13
- 14 (a) Improperly deprived Plaintiffs of the normal protection of their parents and
15 directed minor Plaintiffs to be alone with Christian Brothers that they knew or
should have known had a prior history of sexually abusing minor children;
 - 16 (b) Failed to take affirmative acts of protection or vigilance to protect minor
17 Plaintiffs from physical harm while they were in the Christian Brothers
18 defendants' sole and exclusive custody, when they knew or reasonably should
have known that predatory and pedophile Christian Brothers were in active
service of the Christian Brothers defendants;
 - 19 (c) Improperly exposing the minor Plaintiffs to unsupervised contact with Christian
20 Brother C.B. Irwin, an unidentified Christian Brother who was a summer school
21 teacher working at Leo in approximately 1974, and Christian Brother Dennis
22 Bonebreak, wherein they were able to sexually abuse Plaintiffs when they knew
23 or should have known Christian Brother C.B. Irwin, an unidentified Christian
24 Brother who was a summer school teacher working at Leo in approximately
1974, and Christian Brother Dennis Bonebreak had histories of sexually abusing
minor children;
 - 25 (d) Were otherwise guilty of careless and/or negligent conduct to the detriment of
26 the Plaintiffs.

1 6.19. As a direct and proximate result of one or more of the foregoing wrongful acts
2 and omissions of the Christian Brothers defendants, Plaintiffs suffered injuries and damages
3 more particularly described above; and such other damages to which experts in this case may
4 testify.

5 WHEREFORE, Plaintiffs JOHN DOE #1-15, by and through Plaintiffs' attorneys,
6 HURLEY McKENNA AND MERTZ, pray for damages against defendants
7 CONGREGATION OF CHRISTIAN BROTHERS; and, CONGREGATION OF
8 CHRISTIAN BROTHERS-NORTH AMERICAN PROVINCE a/k/a WESTERN
9 PROVINCE a/k/a EASTERN PROVINCE a/k/a AMERICAN PROVINCE in a sum in excess
10 of \$50,000, plus the costs of suit, and such other relief as the court deems just and equitable.
11
12

13
14 **COUNT IV**
 Breach of Fiduciary Duty

15 Plaintiffs complain of the Christian Brothers defendants as follows:

16 6.20 Plaintiffs re-allege the paragraphs set forth above and below.

17 6.21 As discussed above, upon information and belief the Christian Brothers
18 defendants knew before the Plaintiffs were sexually abused that the individuals who abused
19 them had sexually abused other children.

20 6.22 Because of the "Special Relationship" that the Christian Brothers defendants
21 had with the Plaintiffs, as more particularly plead above, and because of the "Voluntary
22 Undertaking" that the Christian Brothers defendants undertook, as more particularly described
23 above, the Christian Brothers defendants had a duty to Plaintiffs and their parents or guardians
24 to disclose all they knew or reasonably should have known about predatory and pedophile
25 Christian Brothers who sexually abused minors more particularly described above.
26

1 6.23 However, the defendants did not disclose those vital and material facts and
2 risks to Plaintiffs or their parents, including the fact that not all of the teachers, administrators,
3 and others affiliated with Leo were safe or could be trusted with Plaintiffs, including those
4 who sexually abused them.

5 6.24 Rather, the Christian Brothers defendants concealed the risk in order to lure
6 Plaintiffs and their parents or guardians into attending Leo.

7 6.25 Plaintiffs and their guardians relied upon the silence and non-disclosure by the
8 Christian Brothers to their detriment because they relied upon their silence and non-disclosure
9 in allowing Plaintiffs to attend Leo and in giving the individuals who sexually abused them
10 access to Plaintiffs.

11 6.26 Moreover, Plaintiffs and their guardians could not have discovered the truth
12 through a reasonable inquiry or inspection, and relied upon the silence of the defendants that
13 no danger existed, because the Christian Brothers defendants generally did not disclose the
14 abuse of children at their schools, and upon information and belief, they would have claimed
15 no danger existed even if Plaintiffs or their guardians had made an inquiry or inspection.

16 6.27 Plaintiffs, and their parents or guardians during the time they were minors,
17 detrimentally relied on the silence and non-disclosure of the Christian Brothers defendants
18 more particularly described above.

19 6.28 As a direct and proximate result of one or more of the foregoing wrongful acts
20 and omissions of the Christian Brothers defendants, Plaintiffs suffered injuries and damages
21 more particularly described herein; and such other damages which experts in this case may
22 testify.

23 6.29 As a direct and proximate result of one or more of the foregoing wrongful acts
24 and omissions of the Christian Brothers defendants, Plaintiffs did not discover, and could not
25 have reasonably discovered, that the defendants' silence and non-disclosure were a causal
26

1 factor in their respective abuses until after the Christian Brothers of Ireland, Inc., declared
2 bankruptcy on April 28, 2011, which caused them to suspect that the Christian Brothers
3 defendants may have been responsible for the abuse they suffered and any damages they have
4 endured as a result of the abuse.

5 WHEREFORE, Plaintiffs JOHN DOE #1-15, by and through Plaintiffs' attorneys,
6 HURLEY McKENNA AND MERTZ, pray for damages against defendants
7 CONGREGATION OF CHRISTIAN BROTHERS; and, CONGREGATION OF
8 CHRISTIAN BROTHERS-NORTH AMERICAN PROVINCE a/k/a WESTERN
9 PROVINCE a/k/a EASTERN PROVINCE a/k/a AMERICAN PROVINCE in a sum in excess
10 of \$50,000, plus the costs of suit, and such other relief as the court deems just and equitable.
11

12 **COUNT V**
13 **Respondeat Superior**
14 **Acts Within the Scope of Employment**

15 Plaintiffs complain of the Christian Brothers defendants as follows:

16 6.30 Plaintiffs re-allege the paragraphs set forth above and below.

17 6.31 It was the duty of the Christian Brothers defendants, through the acts of its
18 employees and agents, to exercise reasonable care for the protection and benefit of the minor
19 Plaintiffs, over which they had exclusive custody and control.

20 6.32 At all times relevant herein, the actions of Christian Brother C.B. Irwin, an
21 unidentified Christian Brother who was a summer school teacher working at Leo in
22 approximately 1974, and Christian Brother Dennis Bonebreak, described above, during the
23 time of Plaintiffs' attendance at Leo, were acts within the scope of their employment by the
24 Christian Brothers defendants. Since the acts of sexual abuse of the minor Plaintiffs took
25 place by Christian Brother C.B. Irwin, an unidentified Christian Brother who was a summer
26 school teacher working at Leo in approximately 1974, and Christian Brother Dennis

1 Bonebreak, on school property of the Christian Brothers defendants (which it owned, operated
2 or controlled), such acts of Christian Brother C.B. Irwin, an unidentified Christian Brother
3 who was a summer school teacher working at Leo in approximately 1974, and Christian
4 Brother Dennis Bonebreak, which included acts of sexual abuse, are acts within the scope of
5 their employment.

6 6.33 In the alternative, and in light of the facts more particularly described above,
7 the Christian Brothers defendants should be estopped from denying that all such acts of
8 Christian Brother C.B. Irwin, an unidentified Christian Brother who was a summer school
9 teacher working at Leo in approximately 1974, and Christian Brother Dennis Bonebreak were
10 not within the scope of his employment.

11 6.34 That the Christian Brothers defendants breached the duty of care owed to
12 Plaintiffs, minor children, and their parents, and were guilty of one or more of the following
13 wrongful acts and/or omissions, through the actions or omissions of Christian Brother C.B.
14 Irwin, an unidentified Christian Brother who was a summer school teacher working at Leo in
15 approximately 1974, and Christian Brother Dennis Bonebreak:

- 16
- 17 (a) Improperly fondled and sexually abused Plaintiffs, minors, on property owned,
operated or controlled by the Christian Brothers defendants;
- 18
- 19 (b) Improperly deprived Plaintiffs of the normal protection of their parents and
20 directed minor Plaintiffs to be alone with Christian Brother C.B. Irwin, an
21 unidentified Christian Brother who was a summer school teacher working at
Leo in approximately 1974, and Christian Brother Dennis Bonebreak,
Christian Brothers that they knew or should have known had a prior history of
sexually abusing minor children;
- 22
- 23 (c) Failed to take affirmative acts of protection or vigilance to protect minor
24 Plaintiffs from physical harm while they were in the Christian Brothers
25 defendants' sole and exclusive custody, when they knew or reasonably should
26 have known that predatory and pedophile Christian Brothers in active service
of the Christian Brothers defendants;

1 (d) Improperly exposing the minor Plaintiffs to unsupervised contact with
2 Christian Brother C.B. Irwin, an unidentified Christian Brother who was a
3 summer school teacher working at Leo in approximately 1974, and Christian
4 Brother Dennis Bonebreak, wherein they were able to sexually abuse
5 Plaintiffs, when the Christian Brothers defendants knew or reasonably should
6 have known that Christian Brother C.B. Irwin, an unidentified Christian
7 Brother who was a summer school teacher working at Leo in approximately
8 1974, and Christian Brother Dennis Bonebreak had a history of sexually
9 abusing minor children;

10 (e) Were otherwise guilty of careless and negligent conduct to the detriment of the
11 Plaintiffs.

12 6.35 As a direct and proximate result of one or more of the foregoing wrongful acts
13 and omissions of the Christian Brothers defendants, Plaintiffs suffered injuries and damages
14 more particularly described herein; and such other damages to which experts in this case may
15 testify.

16 WHEREFORE, Plaintiffs JOHN DOE #1-15, by and through Plaintiffs' attorneys,
17 HURLEY McKENNA AND MERTZ, pray for damages against defendants
18 CONGREGATION OF CHRISTIAN BROTHERS; and, CONGREGATION OF
19 CHRISTIAN BROTHERS-NORTH AMERICAN PROVINCE a/k/a WESTERN
20 PROVINCE a/k/a EASTERN PROVINCE a/k/a AMERICAN PROVINCE, in a sum in
21 excess of \$50,000, plus the costs of suit, and such other relief as the court deems just and
22 equitable.

23 **COUNT VI**

24 **Negligence Regarding Actions Outside the Scope of Employment** 25 **Restatement of Torts (Second), § 317**

26 Plaintiffs complain of the Christian Brothers defendants as follows:

6.36 Plaintiffs re-allege the paragraphs set forth above and below.

1 6.37 It was the duty of the Christian Brothers defendants, through the acts of its
2 employees and agents, to exercise reasonable care for the protection and benefit of the minor
3 Plaintiffs, over whom they had exclusive custody and control.

4 6.38 In the alternative, the actions of Christian Brother C.B. Irwin, an unidentified
5 Christian Brother who was a summer school teacher working at Leo in approximately 1974,
6 and Christian Brother Dennis Bonebreak described above, were acts outside the scope of
7 Christian Brother C.B. Irwin, an unidentified Christian Brother who was a summer school
8 teacher working at Leo in approximately 1974, and Christian Brother Dennis Bonebreak's
9 employment by the Christian Brothers defendants, but were such acts for which the Christian
10 Brothers defendants had legal responsibility more particularly described below.

11 6.39 The Christian Brothers defendants, as master, were under a duty to exercise
12 reasonable care so as to control their servants, Christian Brother C.B. Irwin, an unidentified
13 Christian Brother who was a summer school teacher working at Leo in approximately 1974,
14 and Christian Brother Dennis Bonebreak, while acting outside the scope of their employment
15 as to prevent them from intentionally harming others, or from so conducting themselves as to
16 create an unreasonable risk of bodily harm to others as Christian Brother C.B. Irwin, an
17 unidentified Christian Brother who was a summer school teacher working at Leo in
18 approximately 1974, and Christian Brother Dennis Bonebreak at all relevant times herein
19 were upon the premises in possession of the Christian Brothers defendants.

20 6.40 Furthermore, the Christian Brothers defendants knew or had reason to know
21 that they had the ability to control the servants, Christian Brother C.B. Irwin, an unidentified
22 Christian Brother who was a summer school teacher working at Leo in approximately 1974,
23 and Christian Brother Dennis Bonebreak and knew or should have known of the necessity and
24 opportunity for exercising such control.

1 6.41 The sexual abuse of Plaintiffs occurred on school property that Christian
2 Brother C.B. Irwin, an unidentified Christian Brother who was a summer school teacher
3 working at Leo in approximately 1974, and Christian Brother Dennis Bonebreak occupied
4 solely because of their positions as Christian Brothers, and as a guardians and as a protectees
5 of the minor Plaintiffs during the time of their attendance at Leo.

6 6.42 In addition, Christian Brother C.B. Irwin, an unidentified Christian Brother
7 who was a summer school teacher working at Leo in approximately 1974, and Christian
8 Brother Dennis Bonebreak were on the premises of Leo only by their appointments as
9 teachers and administrators by the Christian Brothers defendants and the Christian Brothers
10 defendnats knew that they had the ability to control Christian Brother C.B. Irwin, an
11 unidentified Christian Brother who was a summer school teacher working at Leo in
12 approximately 1974, and Christian Brother Dennis Bonebreak and the Christian Brothers
13 defendants knew that Christian Brother C.B. Irwin, an unidentified Christian Brother who was
14 a summer school teacher working at Leo in approximately 1974, and Christian Brother
15 Dennis Bonebreak were, or were likely to be alone with minor boys at the school.

16 6.43 The Christian Brothers defendants knew or reasonably should have known that
17 to allow predatory and pedophile Christian Brothers who were sexually attracted to young
18 boys at remote or private locations outside the presence of other adults was a formula for
19 disaster; and disaster did occur in the form of the sexual abuse of Plaintiffs by Christian
20 Brothers that were neither supervised nor controlled for such wrongful conduct.

21 6.44 That the Christian Brothers defendants breached the duty of care owed to
22 Plaintiffs, minor children, and their parents or guardians, and was guilty of one or more of the
23 following wrongful acts and/or omissions, through the actions or omissions of Christian
24 Brother C.B. Irwin, an unidentified Christian Brother who was a summer school teacher
25

1 working at Leo in approximately 1974, and Christian Brother Dennis Bonebreak, even though
2 they may have been, in the alternative, outside the scope of his employment:

- 3
- 4 (a) Improperly fondled and sexually abused minor Plaintiffs, on property owned,
5 operated or controlled by the Christian Brothers defendants, during their
6 attendance at Leo High School;
- 7 (b) Improperly deprived Plaintiffs of the normal protection of their parents or
8 guardians and directed minor Plaintiffs to be alone with Christian Brother C.B.
9 Irwin, an unidentified Christian Brother who was a summer school teacher
10 working at Leo in approximately 1974, and Christian Brother Dennis
11 Bonebreak, Christian Brothers that they knew or should have known had a
12 prior history of sexually abusing minor children;
- 13 (c) Failed to take affirmative acts of protection or vigilance to protect minor
14 Plaintiffs from physical harm while they was in the Christian Brothers
15 defendants' sole and exclusive custody, when they knew or reasonably should
16 have known that predatory and pedophile Christian Brothers were in active
17 service of the Christian Brothers defendants;
- 18 (d) Improperly exposing the minor Plaintiffs to unsupervised contact with
19 Christian Brother C.B. Irwin, an unidentified Christian Brother who was a
20 summer school teacher working at Leo in approximately 1974, and Christian
21 Brother Dennis Bonebreak, wherein they were able to sexually abuse
22 Plaintiffs, when the Christian Brothers defendants knew or reasonably should
23 have known that Christian Brother C.B. Irwin, an unidentified Christian
24 Brother who was a summer school teacher working at Leo in approximately
25 1974, and Christian Brother Dennis Bonebreak had a prior history of sexually
26 abusing minor children;
- (e) Were otherwise guilty of careless and/or negligent conduct to the detriment of
the Plaintiffs.

6.45. As a direct and proximate result of one or more of the foregoing wrongful acts
and omissions of the Christian Brothers defendants, Plaintiffs suffered injuries and damages
more particularly described above; and such other damages to which experts in this case may
testify.

1 WHEREFORE, Plaintiffs JOHN DOE #1-15, by and through Plaintiffs' attorneys,
2 HURLEY McKENNA AND MERTZ, pray for damages against defendants
3 CONGREGATION OF CHRISTIAN BROTHERS; and, CONGREGATION OF
4 CHRISTIAN BROTHERS-NORTH AMERICAN PROVINCE a/k/a WESTERN
5 PROVINCE a/k/a EASTERN PROVINCE a/k/a AMERICAN PROVINCE, in a sum in
6 excess of \$50,000, plus the costs of suit, and such other relief as the court deems just and
7 equitable.
8

9 **COUNT VII**
10 **Negligent Hiring and Retention of Dangerous Servants**
11 **Restatement of Torts (Second) § 877**

12 Plaintiffs complain of the Christian Brothers defendants as follows:

13 6.46 Plaintiffs re-allege the paragraphs set forth above and below.

14 6.47 It was the duty of the Christian Brothers defendants to refrain from hiring or
15 retaining unfit Christian Brothers who would actively serve and who they knew or reasonably
16 should have known would create a danger of harm to persons such as Plaintiffs, minor
17 children.

18 6.48 As more particularly alleged above, the Christian Brothers defendants knew or
19 should have known that Christian Brother C.B. Irwin, an unidentified Christian Brother who
20 was a summer school teacher working at Leo in approximately 1974, and Christian Brother
21 Dennis Bonebreak had a particular unfitness for the position of a Christian Brother in active
22 service of the Christian Brothers defendants, as they had previously sexually molested other
23 minor children. This unfitness of Christian Brother C.B. Irwin, an unidentified Christian
24 Brother who was a summer school teacher working at Leo in approximately 1974, and
25 Christian Brother Dennis Bonebreak was known or should have been known by the Christian
26 Brothers defendants at and before the retention of Christian Brother C.B. Irwin, an

1 unidentified Christian Brother who was a summer school teacher working at Leo in
2 approximately 1974, and Christian Brother Dennis Bonebreak at Leo High School.

3 6.49 The particular unfitness of Christian Brother C.B. Irwin, an unidentified
4 Christian Brother who was a summer school teacher working at Leo in approximately 1974,
5 and Christian Brother Dennis Bonebreak as Christian Brothers who sexually molested young
6 boys such as Plaintiffs, proximately caused injury to Plaintiffs.

7 6.50 Notwithstanding its duty described above, the Christian Brothers defendants,
8 breached their duty by employing and retaining Christian Brother C.B. Irwin, an unidentified
9 Christian Brother who was a summer school teacher working at Leo in approximately 1974,
10 and Christian Brother Dennis Bonebreak, who they knew or reasonably should have known
11 were unfit to be in active service for reasons more particularly described above.

12 6.51 As a direct and proximate result of one or more of the foregoing acts of
13 negligent hiring and retention of an unfit Christian Brother (Christian Brother C.B. Irwin, an
14 unidentified Christian Brother who was a summer school teacher working at Leo in
15 approximately 1974, and Christian Brother Dennis Bonebreak) in active service of the
16 Christian Brothers defendants, Plaintiffs suffered injuries and damages more particularly
17 described herein; and such other damages to which experts in this case may testify.

18 WHEREFORE, Plaintiffs JOHN DOE #1-15, by and through Plaintiffs' attorneys,
19 HURLEY McKENNA AND MERTZ, pray for damages against defendants
20 CONGREGATION OF CHRISTIAN BROTHERS; and, CONGREGATION OF
21 CHRISTIAN BROTHERS-NORTH AMERICAN PROVINCE a/k/a WESTERN
22 PROVINCE a/k/a EASTERN PROVINCE a/k/a AMERICAN PROVINCE, in a sum in
23 excess of \$50,000, plus the costs of suit, and such other relief as the court deems just and
24 equitable.
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26 COMPLAINT FOR DAMAGES

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COUNT VIII
Civil Conspiracy

Plaintiffs complain of the Christian Brothers defendants as follows:

6.52 Plaintiffs re-allege the paragraphs set forth above and below.

6.53 The Christian Brothers defendants engaged in a plan or conspiracy to cover-up incidents of sexual abuse of minors at Leo, efforts that were intended to prevent disclosure, prosecution, and/or civil litigation related to the abuse of children at the school and elsewhere. Their efforts included, but were not limited to: failure to report incidents of abuse to law enforcement or child protection agencies; denial of abuse when it was brought to their attention; transfer of abusive personnel; failure to seek out and redress the injuries of victims; destruction of documents related to complaints of abuse; and, a refusal to fully document complaints of abuse.

6.54 Based on these actions, the Christian Brothers defendants engaged in fraudulent concealment and are equitably estopped from asserting the defense of statute of limitations or laches. They are also liable for civil conspiracy.

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WHEREFORE, Plaintiffs JOHN DOE #1-15, by and through Plaintiffs' attorneys, HURLEY McKENNA AND MERTZ, pray for damages against defendants CONGREGATION OF CHRISTIAN BROTHERS; and, CONGREGATION OF CHRISTIAN BROTHERS-NORTH AMERICAN PROVINCE a/k/a WESTERN PROVINCE a/k/a EASTERN PROVINCE a/k/a AMERICAN PROVINCE, in a sum in excess of \$50,000, plus the costs of suit, and such other relief as the court deems just and equitable.

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Count IX
Res Ipsa Loquitur

Plaintiffs complain of the Christian Brothers defendants as follows:

COMPLAINT FOR DAMAGES

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By Catherine M. Hoag
Catherine M. Hoag
One of the Attorneys for Plaintiffs

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www.hurley-law.com

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

JOHN DOE 1, JOHN DOE 2, JOHN DOE 3,
JOHN DOE 4, JOHN DOE 5, JOHN DOE 6,
JOHN DOE 7, JOHN DOE 8, JOHN DOE 9,
JOHN DOE 10, JOHN DOE 11, JOHN DOE
12, JOHN DOE 13, JOHN DOE 14, and
JOHN DOE 15,

Plaintiffs,

v.

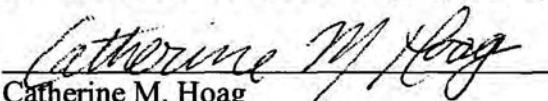
CONGREGATION OF CHRISTIAN
BROTHERS; and, CONGREGATION OF
CHRISTIAN BROTHERS-NORTH
AMERICAN PROVINCE a/k/a WESTERN
PROVINCE a/k/a EASTERN PROVINCE
a/k/a AMERICAN PROVINCE,

Defendants.

NO.

AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222 (b)

Pursuant to Supreme Court Rule 222 (b), counsel for the above named Plaintiff certifies that
Plaintiff seeks money damages in excess of Fifty Thousand and 00/100ths Dollars (\$50,000.00).


Catherine M. Hoag
One of the Plaintiff's Attorneys

Sworn to and subscribed in my presence
This 26 day of April, 2013.


NOTARY PUBLIC

