

NEW YORK STATE SUPREME COURT
NEW YORK COUNTY

PCVA1 DOE

Index No.: _____

Plaintiff,

SUMMONS

-against-

Plaintiff designates New York County as the place of trial.

NEW YORK - PRESBYTERIAN HOSPITAL; and
DARIUS A. PADUCH, M.D.,

The basis of venue is the location in which a substantial part of the events or omissions giving rise to plaintiff's claims occurred.

Defendants.

Child Victims Act Proceeding
22 NYCRR 202.72

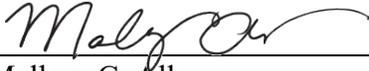
TO THE ABOVE-NAMED DEFENDANTS:

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

Dated: December 12, 2022

Respectfully Yours,

PFAU COCHRAN VERTETIS AMALA PLLC

By 

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Attorneys for Plaintiff

PCVA1 DOE,

Plaintiff,

-against-

NEW YORK - PRESBYTERIAN HOSPITAL; and
DARIUS A. PADUCH, M.D.,

Defendants.

Index No.: _____

COMPLAINT

Child Victims Act Proceeding
22 NYCRR 202.72

Plaintiff PCVA1 DOE, by and through his attorneys, Mallory C. Allen and Vincent T. Nappo of the law firm Pfau Cochran Vertetis Amala PLLC, respectfully alleges for his complaint the following:

I. INTRODUCTION

1. This complaint is based on Defendant Darius A. Paduch's sexual assault and exploitation of Plaintiff PCVA1 DOE when he was a child.

II. PROCEEDING IN ACCORDANCE WITH CPLR 214-G AND 22 NYCRR 202.72

2. This complaint is filed pursuant to the Child Victims Act (CVA), 2019 Sess. Law News of N.Y. Ch. 11 (S. 2440), CPLR 214-G, and 22 NYCRR 202.72. Prior to the passage of the CVA, Plaintiff's claims were time-barred the day the Plaintiff turned 22 years old. The enactment of the CVA allows Plaintiff to pursue restorative justice in New York State.

III. PARTIES

3. Plaintiff PCVA1 DOE is an adult male who currently resides in Barnegat Township, New Jersey.

4. While he was a minor, plaintiff PCVA1 DOE was a victim of one or more criminal sex acts in the State of New York. Since such criminal violation is the basis for this action, plaintiff

PCVA1 DOE is entitled to the protection of Civil Rights Law 50-b and will file a motion asking this Court for permission to proceed using a pseudonym.

5. In the alternative, Plaintiff who has sought to protect his identity through the use of initials or a pseudonym will seek a stipulation from the defendants agreeing to enter into a protective order which will ensure that his identity is protected from the public while allowing the defendants full access to information necessary for their defense.

6. When PCVA1 DOE was a minor, he was a victim of one or more criminal sex acts in the State of New York at the hands of defendant New York - Presbyterian Hospital's doctor, defendant Dr. Darius Paduch, including sex acts that would constitute a sexual offense that revive Plaintiff's claims against Defendants under the Child Victims Act, such as NY Penal Laws 130.52 and 130.55. Those revived claims form the basis for this lawsuit.

7. Upon information and belief, Defendant Dr. Darius A. Paduch ("Dr. Paduch") is an adult male who resides in Great Neck, New York.

8. At all relevant times defendant the New York - Presbyterian Hospital ("New York-Presbyterian Hospital") was a New York not-for-profit corporation organized under New York law with its principal place of business in New York, New York.

9. At all relevant times defendant New York - Presbyterian Hospital conducted business as "New York - Presbyterian," "New York - Presbyterian Hospital," "New York - Presbyterian/Weill Cornell Medical Center," "New York - Presbyterian/Weill Cornell," and "Weill Cornell Medical Center." All such entities are collectively referred to herein as "New York-Presbyterian Hospital."

10. At all relevant times defendant New York - Presbyterian Hospital used Dr. Paduch as one of its employees, agents, or servants, including as a doctor at its medical facilities and

locations where he provided services to minor children on behalf of defendant New York - Presbyterian Hospital for its material benefit.

11. To the extent that New York - Presbyterian Hospital was, or operated as, a different entity, corporation, or organization when Dr. Paduch used his position as a doctor with New York - Presbyterian Hospital to sexually abuse Plaintiff PCVA1 DOE, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in the caption and in this complaint as New York - Presbyterian Hospital.

12. To the extent that defendant New York - Presbyterian Hospital is a successor to a different entity, corporation, or organization that existed when Dr. Paduch used his position as a doctor with New York - Presbyterian Hospital to sexually abuse Plaintiff, or that may be liable for Dr. Paduch's sexual abuse Plaintiff in this lawsuit, including "New York-Presbyterian," "New York-Presbyterian Hospital," "New York - Presbyterian/Weill Cornell Medical Center," "New York - Presbyterian/Weill Cornell," and "Weill Cornell Medical Center," or any other entity, corporation, or organization that subsequently or eventually merged into New York - Presbyterian Hospital, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in the caption and in this complaint as The New York - Presbyterian Hospital.

13. All such New York - Presbyterian Hospital-related entities, corporations, or organizations are collectively identified and referred to herein as "New York - Presbyterian Hospital."

IV. JURISDICTION AND VENUE

14. Venue is proper because defendant because defendant New York-Presbyterian Hospital is a not-for profit corporation authorized to transact business in New York with its principal office located in New York, New York.

15. Venue is proper because New York is the county in which a substantial part of the acts or omissions giving rise to each Plaintiff's claim occurred.

16. The amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

V. STATEMENT OF FACTS

17. Plaintiff PCVA1 DOE repeats and re-alleges the above allegations.

18. Upon information and belief, at all relevant times defendant New York - Presbyterian Hospital managed, maintained, supervised, operated, and controlled the medical facilities, locations, and equipment, of New York - Presbyterian Hospital, New York-Presbyterian/ Weill Cornell Medical Center, Weill Cornell Medical Center, and the medical facilities, locations, and equipment that defendant Dr. Darius Paduch used to sexually abuse Plaintiff.

19. At all relevant times defendant New York - Presbyterian Hospital hired, managed, supervised, and controlled the doctors, nurses, medical personnel, administrators, and staff that worked and / or volunteered at its medical facilities and locations, including Dr. Paduch and all other persons who worked and/or volunteered at New York - Presbyterian Hospital, New York-Presbyterian/ Weill Cornell Medical Center, Weill Cornell Medical Center, and the medical facilities and locations where Plaintiff was sexually abused by Dr. Darius Paduch.

20. At all relevant times defendant New York - Presbyterian Hospital held itself out to the public as the owner of its medical facilities and locations, including the medical facilities and locations of New York - Presbyterian Hospital, New York-Presbyterian/ Weill Cornell Medical Center, Weill Cornell Medical Center, and the medical facilities and locations where Plaintiff was sexually abused by Dr. Darius Paduch.

21. At all relevant times defendant New York - Presbyterian Hospital held out its agents, servants, and employees to the public as those who managed, maintained, supervised,

operated, and controlled its medical facilities and locations, including the medical facilities and locations of New York - Presbyterian Hospital, New York-Presbyterian/ Weill Cornell Medical Center, Weill Cornell Medical Center, and the medical facilities and locations where Plaintiff was sexually abused by Dr. Darius Paduch.

22. At all relevant times defendant New York - Presbyterian Hospital held out its agents, servants, and employees to the public as those who hired, managed, supervised, and controlled the doctors, nurses, medical personnel, administrators, and staff that worked and/or volunteered at its medical facilities and locations, including Dr. Darius Paduch and all other persons who worked and / or volunteered at New York - Presbyterian Hospital, New York-Presbyterian/ Weill Cornell Medical Center, Weill Cornell Medical Center, and the medical facilities and locations where Plaintiff was sexually abused by Dr. Darius Paduch.

23. At all relevant times defendant New York - Presbyterian Hospital materially benefited from the operation of its medical facilities and locations, including New York - Presbyterian Hospital, New York-Presbyterian/ Weill Cornell Medical Center, Weill Cornell Medical Center, and the medical facilities and locations where Plaintiff was sexually abused by Dr. Darius Paduch.

24. At all relevant times defendant Dr. Darius Paduch was a doctor of defendant New York - Presbyterian Hospital who worked and / or volunteered at its medical facilities and locations, including New York - Presbyterian Hospital, New York-Presbyterian/ Weill Cornell Medical Center, Weill Cornell Medical Center, and the medical facilities and locations where Plaintiff was sexually abused by defendant Dr. Darius Paduch.

25. At all relevant times defendant Dr. Darius Paduch was an agent and employee of defendant New York-Presbyterian Hospital.

26. At all relevant times defendant New York - Presbyterian Hospital held defendant Dr. Darius Paduch out to the public, to Plaintiff, and/or to Plaintiff's guardian(s) as its agent and employee.

27. At all relevant times defendant New York - Presbyterian Hospital held defendant Dr. Darius Paduch out to the public, to Plaintiff, and/or to Plaintiff's guardian(s), as having been vetted, screened, and approved to serve as one of its agents and employees.

28. At all relevant times defendant Dr. Darius Paduch was acting in the course and scope of his employment as an agent of defendant New York - Presbyterian Hospital.

29. At all relevant times defendant Dr. Darius Paduch was acting in the course and scope of his employment as an employee of defendant New York - Presbyterian Hospital.

30. At all relevant times defendant Dr. Darius Paduch had or used offices or examination rooms on the premises of defendant New York - Presbyterian Hospital.

31. Defendant Dr. Darius Paduch used his position as an agent and employee of defendant New York - Presbyterian Hospital to sexually abuse Plaintiff while using its medical facilities, locations, and equipment.

32. Defendant New York - Presbyterian Hospital used defendant Dr. Darius Paduch to provide services to Plaintiff for its material benefit.

33. Defendant New York - Presbyterian Hospital had the right to supervise, manage, and control Dr. Darius Paduch when he provided services to Plaintiff on its behalf and for its material benefit.

34. Before defendant New York - Presbyterian Hospital allowed defendant Dr. Darius Paduch to use his position as its agent and employee to sexually abuse Plaintiff, defendant New York - Presbyterian Hospital knew or should have known that some adults, including doctors, would use their position of authority to sexually abuse children.

35. Before defendant New York - Presbyterian Hospital allowed defendant Dr. Darius Paduch to use his position as its agent and employee to sexually abuse Plaintiff, defendant New York - Presbyterian Hospital knew or should have known that defendant Dr. Darius Paduch was using his position as its agent to sexually abuse children.

36. Before defendant New York - Presbyterian Hospital allowed defendant Dr. Darius Paduch to use his position as its agent and employee to sexually abuse Plaintiff, defendant New York - Presbyterian Hospital knew or should have known that defendant Dr. Darius Paduch would use his position as its agent to sexually abuse Plaintiff.

37. Defendant New York - Presbyterian Hospital took no steps to prevent defendant Dr. Paduch from using his position as its agent and employee to sexually abuse Plaintiff.

38. Defendant New York - Presbyterian Hospital took no steps to prevent defendant Dr. Paduch from using the tasks, premises, and instrumentalities of his position as its agent and employee to sexually abuse Plaintiff, including its medical facilities, locations, and equipment at New York - Presbyterian Hospital, New York-Presbyterian/ Weill Cornell Medical Center, and Weill Cornell Medical Center.

39. From approximately September 2015 through July 2017, defendant Dr. Darius Paduch used his position as an agent and employee of defendant New York - Presbyterian Hospital to sexually abuse Plaintiff when Plaintiff was a minor child.

40. Plaintiff was sexually assaulted and exploited by defendant Dr. Darius Paduch when Plaintiff was approximately 16 to 18 years old.

41. Defendant New York - Presbyterian Hospital had care, custody, and control of Plaintiff when he was sexually abused by defendant Dr. Darius Paduch, while he was being “treated” using its medical facilities, locations, and equipment.

42. Defendant Dr. Darius Paduch's sexual assault of Plaintiff occurred in the examination rooms at defendant New York-Presbyterian Hospital, where defendant Dr. Darius Paduch worked as a physician and urologist.

43. Defendant Dr. Darius Paduch's sexual assault of Plaintiff occurred under the guise and pretext of defendant Dr. Darius Paduch providing "medical treatment" and / or "instruction" to Plaintiff, who was his patient.

44. Defendant New York - Presbyterian Hospital allowed defendant Dr. Darius Paduch to use his position as its agent and employee to sexually abuse Plaintiff multiple times.

45. Defendant New York - Presbyterian Hospital allowed defendant Dr. Darius Paduch to use his position as its agent and employee to sexually abuse and exploit Plaintiff in multiple ways, including exposing Plaintiff to gay pornography; convincing Plaintiff that his "medical treatment" required defendant Dr. Darius Paduch to practice giving Plaintiff erections; fondling Plaintiff's penis; masturbating Plaintiff; and demanding that Plaintiff personally text and send him videos of himself masturbating.

46. Defendant New York - Presbyterian Hospital allowed defendant Dr. Darius Paduch to use his position of authority to solicit and recruit high school students to complete internships at Defendant New York - Presbyterian Hospital while using its medical facilities, locations, and equipment.

47. Defendant Dr. Darius Paduch used his position of authority to solicit and recruit high school students to complete internships under his tutelage, including Plaintiff.

48. Defendant Dr. Darius Paduch used the internships as a further means to gain unfettered access to minors, including Plaintiff.

49. Defendant Dr. Darius Paduch used the internship, and his position of authority, to sexually abuse Plaintiff under the guise of tutelage.

50. In approximately 2017, defendant Dr. Paduch offered Plaintiff an internship under his tutelage at Defendant New York - Presbyterian Hospital.

51. Defendant Dr. Paduch used his position as defendant New York - Presbyterian Hospital's agent and employee, under the guise of the internship, to further sexually abuse Plaintiff.

52. Under the guise of his tutelage and "clinical instruction," defendant Dr. Paduch forced Plaintiff to observe him masturbate a patient.

53. Defendant New York - Presbyterian Hospital allowed defendant Dr. Darius Paduch to use the tasks, premises, and instrumentalities of his position as its agent and employee to sexually abuse Plaintiff, including its medical facilities, locations, and equipment at defendant New York - Presbyterian Hospital, New York - Presbyterian/ Weill Cornell Medical Center, Weill Cornell Medical Center.

54. Defendant New York - Presbyterian Hospital allowed defendant Dr. Darius Paduch to sexually abuse Plaintiff using property that was owned, operated, and/or controlled by defendant New York - Presbyterian Hospital, including its medical facilities, locations, and equipment at defendant New York - Presbyterian Hospital, New York - Presbyterian/ Weill Cornell Medical Center, Weill Cornell Medical Center.

55. Defendant New York - Presbyterian Hospital knew or should have known that its negligent conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including Plaintiff, and he did in fact suffer severe emotional and psychological distress and personal physical injury because of its wrongful conduct.

56. By reason of the wrongful acts and omissions of defendants New York - Presbyterian Hospital and Dr. Darius Paduch as detailed herein, Plaintiff sustained physical and psychological injuries, including but not limited to, severe emotional and psychological distress,

humiliation, fright, dissociation, anger, depression, anxiety, family turmoil, a severe shock to his nervous system, physical pain and mental anguish, and emotional and psychological damage.

57. Upon information and belief, some or all of these injuries are of a permanent and lasting nature, and Plaintiff has and/or will become obligated to expend sums of money for treatment.

VI. CAUSES OF ACTION

A. FIRST CAUSE OF ACTION - NEGLIGENCE

58. Plaintiff PCVA1 DOE re-alleges the paragraphs set forth above.

59. Defendant New York - Presbyterian Hospital had a duty to take reasonable steps to protect Plaintiff PCVA1 DOE from foreseeable harm when Plaintiff was in its care, custody, and control, including when Plaintiff was a minor patient of defendant New York - Presbyterian Hospital and was receiving treatment using its medical facilities, locations, and equipment.

60. Defendant New York - Presbyterian Hospital breached the foregoing duty by failing to exercise reasonable care to prevent defendant Dr. Darius Paduch from sexually abusing Plaintiff when Plaintiff was in its care, custody, and control, including when the Plaintiff was a minor patient of defendant New York - Presbyterian Hospital and was receiving treatment using its medical facilities, locations, and equipment.

61. Defendant New York - Presbyterian Hospital also had a duty to take reasonable steps to prevent defendant Dr. Darius Paduch from using the tasks, premises, and instrumentalities of his position of authority as its agent and employee to sexually abuse Plaintiff, including its medical facilities, locations, and equipment at defendant New York - Presbyterian Hospital, New York-Presbyterian/ Weill Cornell Medical Center, Weill Cornell Medical Center.

62. Defendant New York - Presbyterian Hospital breached the foregoing duty by failing to exercise reasonable care to prevent defendant Dr. Darius Paduch from using the tasks, premises, and instrumentalities of his position as its agent to sexually abuse Plaintiff, including its medical facilities, locations, and equipment at defendant New York - Presbyterian Hospital, New York-Presbyterian/ Weill Cornell Medical Center, Weill Cornell Medical Center.

63. Defendant New York - Presbyterian Hospital breached the foregoing duties by failing to exercise reasonable care in supervising defendant Dr. Darius Paduch when he was using its tasks, premises, and instrumentalities, including failing to investigate complaints and concerns about his behavior; failing to exercise reasonable care in training its other agents and employees to supervise defendant Dr. Darius Paduch, including recognizing signs that he was using his position to sexually abuse children; failing to exercise reasonable care in supervising Plaintiff while the Plaintiff was in its care, custody, and control, including allowing defendant Dr. Darius Paduch to have unsupervised contact with Plaintiff; and, failing to warn Plaintiff and/or his guardian(s) that defendant Dr. Darius Paduch may pose a danger to Plaintiff in that he might use his position to sexually abuse him.

64. As a direct and proximate result of the wrongful acts and omissions of defendant New York-Presbyterian Hospital, defendant Dr. Darius Paduch was able to use his position as its agent to sexually abuse Plaintiff.

65. As a direct and proximate result of the wrongful acts and omissions of defendant New York-Presbyterian Hospital, Plaintiff sustained physical and psychological injuries, including but not limited to, severe emotional and psychological distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his or her nervous system, physical pain and mental anguish, and emotional and psychological damage, and, upon

information and belief, some or all of these injuries are of a permanent and lasting nature, and Plaintiff has and/or will become obligated to expend sums of money for treatment.

B. SECOND CAUSE OF ACTION - ASSAULT

66. Plaintiff PCVA1 DOE re-alleges the paragraphs set forth above.

67. In committing and threatening to commit the sexual assault and exploitation described herein, defendant Dr. Darius Paduch had the real and apparent ability to cause imminent harmful or offensive bodily contact to Plaintiff and intentionally did a menacing act which threatened such contact to Plaintiff, when Plaintiff was a child.

68. The sexual assault and exploitation, and threatened sexual assault and exploitation, by defendant Dr. Darius Paduch caused apprehension of such contact in Plaintiff.

69. The alleged conduct constituted assault.

70. As a direct and proximate result of that intentional harmful or offensive conduct, Plaintiff suffered general and special damages.

C. THIRD CAUSE OF ACTION – BATTERY

71. Plaintiff PCVA1 DOE re-alleges the paragraphs set forth above.

72. In committing the sexual assault and exploitation described herein, defendant Dr. Darius Paduch, an adult, touched Plaintiff, a child, without Plaintiff’s consent and with the intention of causing harmful or offensive bodily contact to Plaintiff.

73. The alleged conduct constituted battery.

74. As a direct and proximate result of that intentional harmful or offensive contact, Plaintiff suffered general and special damages.

**D. FOURTH CAUSE OF ACTION - OUTRAGE AND INTENTIONAL INFLICTION
OF EMOTIONAL DISTRESS**

75. Plaintiff PCVA1 DOE repeats and re-alleges all of his allegations above and below.

76. Defendant Dr. Darius Paduch engaged in reckless, extreme, and outrageous conduct by sexually assaulting and exploiting Plaintiff when Plaintiff was a child under the guise of providing medical treatment.

77. Defendant Dr. Darius Paduch's misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by defendant Dr. Paduch of the consequences that would follow.

78. Defendant Dr. Darius knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on Plaintiff, and Plaintiff did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation, and emotional and physical distress.

VII. NO APPORTIONMENT OF LIABILITY

79. Pursuant to CPLR 1603, the foregoing causes of action are exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(2), CPLR 1602(5), 1602(7) and 1602(11), thus precluding defendants from limiting their liability by apportioning some portion of liability to any joint tortfeasor.

VIII. JURY DEMAND

80. Plaintiff PCVA1 DOE hereby demands a trial by jury.

IX. PRAYER FOR RELIEF

81. WHEREFORE, Plaintiff PCVA1 DOE demands judgment against defendants New York- Presbyterian Hospital and Dr. Darius Paduch for his respective causes of action, together

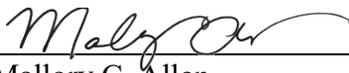
with compensatory and punitive damages, and the interest, cost and disbursements pursuant to his causes of action, and such other and further relief as the Court deems just and proper.

82. Plaintiff PCVA1 DOE specifically reserves the right to pursue additional causes of action, other than those outlined above, that are supported by the facts pleaded or that may be supported by other facts learned in discovery.

Dated: December 12, 2022

Respectfully Yours,

PFAU COCHRAN VERTETIS AMALA PLLC

By  _____
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