

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

-----X **Index No.:**

ANONYMOUS RGG,

Plaintiff,

VERIFIED COMPLAINT

-against-

POLICE ATHLETIC LEAGUE, INC.,

Defendant.

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Plaintiff, by and through undersigned counsel, complaining of the Defendant, upon information and belief, alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Complaint arises from the sexual battery of Plaintiff by martial arts instructor Ronald Schwartz, when Plaintiff was a minor child.

2. Plaintiff Anonymous RGG is an adult resident of the State of Florida and is otherwise *sui juris*. Given the nature of the allegations, Plaintiff Anonymous RGG has elected to proceed using the pseudonym in this matter. Anonymous RGG’s identity has been or soon will be made known to Defendant under separate cover.

3. Defendant Police Athletic League, Inc. (“PAL”) is a New York non-profit corporation doing business in The State of New York with a principal place of business at 34 ½ East 12th St., New York, New York 10003.

4. Venue is proper in this Court because the Defendant PAL has its principal place of business in New York County.

5. The provisions of Section 1602 of the CPLR do not apply to the within action.

6. Plaintiff brings this suit within the extended time period as provided for in Sections 208 and 214-G of the Civil Practice Law and Rules.

7. Jurisdiction is proper because this Complaint seeks monetary damages in excess of \$25,000.00, exclusive of interest, costs, and attorney's fees.

8. At all times material, Defendant operated a martial arts program in the Canarsie neighborhood of Brooklyn.

9. This martial arts program was operated by Ronald Schwartz.

10. Ronald Schwartz held a black belt in Tae Kwon Do.

11. Ronald Schwartz was trained by and affiliated with Tae Kwon Do Grandmaster Hyun ok Shin and the Chung Do Kwan Association.

12. At all times material, Ronald Schwartz was an employee and agent of Defendant as a Tae Kwon Do instructor in a Tae Kwon Do program run by the Defendant.

13. Defendant PAL originated as an outreach, crime-prevention program associated with the New York Police Department (NYPD). In a 1938 article in the New York Daily News, Mayor LaGuardia said "I believe in crime prevention just as I believe in preventative medicine. It is easier to keep healthy than it is to cure a disease. Every child deserves healthy environment – play, sunshine, pleasant home surroundings. The Police Athletic League is taking a great step in that direction."

14. In that same 1938 article, Deputy Mayor Henry H. Curran stated "The annual armies of youngsters who have been saved by the Police Athletic League from careers of crime, who have started straight on the paths of good citizenship, constitute the answer to your question. The Police Athletic League is one of the kindest and best activities of the Police Department."

15. Similarly, also in that same article, President of the City Council, Newbold Morris added "The Police Athletic League is taking children off the streets, giving them a good program of athletic activities, teaching them that the neighborhood cop is a friend, not a persecutor."

16. Over time, the Defendant PAL ran outdoor and indoor athletic programs, supervised safe street programs and even hosted a camp in the Adirondacks.

17. Upon information and belief on, and before, the dates described in this Verified Complaint, Defendant PAL operated with the approval and consent of the NYPD.

18. Upon information and belief, Defendant PAL had a formal agreement with the NYPD documenting the relationship between the Defendant PAL and the NYPD.

19. At all times, Defendant PAL, in part by virtue of its relationship to the NYPD, represented its programs as being a safe place for children.

20. Defendant's programs were not safe for children.

21. At all times material, Ronald Schwartz's supervisor was Fred Gilstein, who was an employee of the Defendant.

22. Upon information and belief, Fred Gilstein himself was ultimately charged and convicted of sexually abusing a girl under the age of 13.

23. At all times relevant, Defendant contracted with the New York Public Library, the Glenwood Housing Project and the Bayview Housing Project to use community rooms in their facilities to be used to conduct the Tae Kwon Do classes in which Plaintiff participated.

24. Defendant hired Ronald Schwartz as the Tae Kwon Do instructor for these classes.

25. Defendant represented to the public that instructor Ronald Schwartz was safe to work with children, and by undertaking the custody, supervision of, and/or care of the minor Plaintiff during the Tae Kwon Do classes, Defendant entered into a special relationship with the minor Plaintiff. As a result of Plaintiff being a minor, and by Defendant's undertaking the care and guidance of the then vulnerable Plaintiff, Plaintiff was uniquely vulnerable, without Plaintiff's parents and incapable of self-protection.

26. Furthermore, Defendant, by holding itself out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. This empowerment prevented the Plaintiff from effectively protecting himself/herself, and Defendant thus entered into a special relationship with Plaintiff. By holding itself as a safe and trusted institution to Plaintiff's parents, Defendant induced Plaintiff's parents to entrust their children to Defendant and thereby deprived Plaintiff of the protections of their family.

27. At all times material, Schwartz's sexual abuse of Plaintiff was foreseeable.

28. Defendant allowed Ronald Schwartz to have unsupervised and unlimited access to minor children, including Plaintiff, in Defendant's Tae Kwon Do program.

29. In approximately 1975 -1976, when Plaintiff Anonymous RGG was approximately 16 to 17 years-old, Plaintiff Anonymous RGG was a participant in Defendant's Tae Kwon Do programs. At about this same time, Ronald Schwartz sexually abused Plaintiff Anonymous RGG by giving Plaintiff Anonymous RGG injury massages where Ronald Schwartz would touch Plaintiff Anonymous RGG's genitals with Schwartz's hand. In addition, Ronald Schwartz often appeared naked in front of Plaintiff Anonymous RGG and masturbated in front of Plaintiff Anonymous RGG.

30. In addition, when Plaintiff Anonymous RGG was approximately 21 years-old, Ronald Schwartz performed oral sex upon Plaintiff Anonymous RGG when RGG was unconscious or asleep.

31. As a direct result of Defendant's negligence, breached duties, the sexual abuse described herein, and Defendant's conduct, Plaintiff Anonymous RGG has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, humiliation and

psychological injuries, was prevented and will continue to be prevented from performing normal daily activities and obtaining the full enjoyment of life, have incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling all to these Plaintiff's damage in excess of the jurisdiction of all lower courts.

**AS FOR A FIRST CAUSE OF ACTION FOR NEGLIGENCE AGAINST THE
DEFENDANT**

32. Plaintiff realleges, incorporates, and restates all previous paragraphs as if set forth fully herein.

33. At all times material, Ronald Schwartz remained under the direct supervision of the Defendant.

34. At all times material, Ronald Schwartz remained under the employ of the Defendant.

35. At all times material, Ronald Schwartz remained under the control of the Defendant.

36. Upon information and belief, before Plaintiff was sexually abused by Ronald Schwartz, Defendant had actual or constructive knowledge of material facts regarding Ronald Schwartz's sexual misconduct, impulses, and behavior.

37. Despite clear indications of danger, Defendant took no steps to discover the specific nature of Ronald Schwartz's problems or to determine whether he was fit to work with children or to protect children from him, thereby increasing the likelihood that Plaintiff would be harmed.

38. Defendant held Ronald Schwartz out as a qualified Tae Kwon Do instructor, and undertook the training of the minor Plaintiff. Accordingly, Plaintiff placed trust in Defendant so that Defendant and its agents gained superiority and influence over Plaintiff. Defendant entered into a special relationship with the Plaintiff and his/her family.

39. Defendant owed Plaintiff a duty of reasonable care because it assumed duties owed to Plaintiff and had superior knowledge about the risk that Ronald Schwartz posed to Plaintiff.

40. Defendant owed Plaintiff a duty of reasonable care because Defendant assumed that duty and because Defendant solicited youth and parents for participation in its youth programs.

41. Defendant owed Plaintiff a duty of reasonable care because they undertook custody of minor children, including Plaintiff.

42. Defendant owed Plaintiff a duty of reasonable care because it promoted its facilities and programs as being safe for children.

43. Defendant owed Plaintiff a duty of reasonable care because it held out its agents including Ronald Schwartz as safe to work with children.

44. Defendant owed Plaintiff a duty of reasonable care because it encouraged parents and children to spend time with its agents; and/or encouraged its agents, including Ronald Schwartz, to spend time with, interact with, and recruit children.

45. Defendant had a duty to Plaintiff to protect Plaintiff from harm because Defendant's actions created a foreseeable risk of harm to Plaintiff.

46. Defendant breached its duties by failing to use reasonable care in supervising Plaintiff when Plaintiff was with Ronald Schwartz.

47. Defendant breached its duties to Plaintiff by exposing Plaintiff to a pedophile.

48. Defendant breached its duties to Plaintiff by recruiting, hiring, and maintaining Ronald Schwartz in a position of authority over children.

49. Defendant breached its duties to Plaintiff by exposing Ronald Schwartz to children.

50. Defendant breached its duties to Plaintiff by leaving Ronald Schwartz alone with children unsupervised.

51. Defendant breached its duties to Plaintiff by inducing Plaintiff and his/her parents to entrust Plaintiff to Ronald Schwartz.

52. Defendant breached its duties to Plaintiff by failing to implement sufficient policies and procedures to prevent child sex abuse.

53. Defendant breached its duties to Plaintiff by holding out its employees and agents, including Ronald Schwartz, as safe and wholesome for direct contact with children.

54. Defendant breached its duties by failing to investigate risks of child molestation.

55. Defendant breached its duties to Plaintiff by failing to properly train workers and volunteers at programs operated by Defendant.

56. Defendant breached its duties to Plaintiff by failing to have any outside agency test its safety procedures.

57. Defendant breached its duties to Plaintiff by failing to protect the children in its programs from child sex abuse by Ronald Schwartz.

58. Defendant breached its duties to Plaintiff by failing to adhere to the applicable standard of care for child safety.

59. Defendant breached its duties to Plaintiff by failing to investigate the amount and type of information necessary to represent the institutions, programs, and leaders and people as safe.

60. Defendant breached its duties to Plaintiff by failing to respond to and/or investigate information of improper conduct of employee or agent with children, including Ronald Schwartz.

61. Defendant breached its duties to Plaintiff by failing to properly train its employees to identify signs of child molestation by fellow employees.

62. Defendant breached its duty to Plaintiff to use ordinary care in determining whether

its programs were safe and/or to determine whether it had sufficient information to represent its programs as safe.

63. Defendant breached its duty of care to Plaintiff by recruiting, hiring, and maintaining Ronald Schwartz at its programs.

64. Defendant breached its duty of care to Plaintiff by failing to have sufficient policies and procedures to prevent abuse in its programs.

65. Defendant breached its duty of care to Plaintiff by failing to investigate risks in its programs.

66. Defendant breached its duty of care to Plaintiff by failing to properly train the workers in its program.

67. Defendant made negligent representations to Plaintiff and his/her family. Plaintiff relied upon these representations, which resulted in Plaintiff being put in a vulnerable situation with Ronald Schwartz who harmed him/her.

68. Throughout the 1970's, when Plaintiff was a minor and participated in Defendant's Tae Kwon Do programs, Ronald Schwartz sexually abused Plaintiff.

69. Defendant allowed Ronald Schwartz to have unsupervised and unlimited access to young children, including Plaintiff, located at the time within the locations where Defendant's classes were held.

70. At all times material, Ronald Schwartz remained under the direct supervision, employ, and control of the Defendant.

71. At all times material, Defendant had the right to control the means and manner of Ronald Schwartz's performance.

72. At all times material, Defendant paid Ronald Schwartz's salary.

73. At all times material, Defendant furnished a meeting room and other materials, supplies, and tools required for Ronald Schwartz to perform in his position as a Tae Kwon Do instructor.

74. At all times material, Defendant controlled the premises where Ronald Schwartz performed as a Tae Kwon Do instructor.

75. At all times material, Defendant had the power to terminate the employment of Ronald Schwartz.

76. Upon information and belief, before and during the time that Plaintiff was sexually abused by Ronald Schwartz, Defendant had actual or constructive knowledge of material facts regarding Ronald Schwartz's sexual misconduct, impulses, and behavior, but failed to act on that knowledge and exposed the minor Plaintiff to Ronald Schwartz, thereby increasing the likelihood that Plaintiff would be harmed.

77. As a direct result of Defendant's negligence, breached duties, the sexual abuse, sexual exploitation, and Defendant's conduct, Plaintiff has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, humiliation and psychological injuries, was prevented and will continue to be prevented from performing normal daily activities and obtaining the full enjoyment of life, have incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling all to these Plaintiff's damage in excess of the jurisdiction of all lower courts.

**AS FOR A SECOND CAUSE OF ACTION FOR NEGLIGENT HIRING,
RETENTION AND SUPERVISION AGAINST THE DEFENDANT**

78. Plaintiff realleges, incorporates, and restates all previous paragraphs as if set forth fully herein.

79. At all material times, Defendant, by and through its agents, managers, employees, and directors owed a duty to Plaintiff to use reasonable care to protect the safety, care, well-being and health while Plaintiff was under the care, custody or in the presence of the Defendant. These duties encompassed the use of reasonable care in the hiring, retention and supervision of Ronald Schwartz and otherwise providing a safe environment for children.

80. Prior to the sexual misconduct perpetrated by Ronald Schwartz upon Plaintiff, Defendant knew, or in the exercise of reasonable care, should have known, of the general problem of martial arts instructors engaging in sexual misconduct with children who were in martial arts programs.

81. Prior to the sexual misconduct perpetrated by Ronald Schwartz upon Plaintiff, Defendant knew, or in the exercise of reasonable care, should have known, that Ronald Schwartz was unfit for the duties assigned to him, that he did not exhibit appropriate behavior with children, and otherwise posed a risk of perpetrating unwanted sexual contact upon children.

82. Given actual or constructive knowledge of Ronald Schwartz's dangerous propensities specifically, the Defendant had a duty to act reasonably in all decisions relating to his hiring, supervision, and retention as an employee.

83. Defendant failed to exercise reasonable care in one or more of its decisions to hire, supervise, and retain Ronald Schwartz and therefore exposed Plaintiff to an unreasonable risk of harm.

84. Defendant affirmed and ratified Ronald Schwartz's misconduct with Plaintiff. Given the actual and constructive knowledge of the likelihood that Ronald Schwartz would engage children in unwanted sexual contact, the unwanted sexual contact of Plaintiff was reasonably foreseeable to Defendant.

85. Defendant and its agents had superior knowledge of the likelihood that Ronald Schwartz would engage in unwanted sexual contact with clients that he encountered in his position as a Tae Kwon Do instructor and had a duty to take precautions to lessen the risk that Plaintiff would be the victim of unwanted sexual contact.

86. At all relevant times, Defendant's acts and omissions created an environment which fostered unwanted sexual contact and exploitation against the people it had a duty to protect, including Plaintiff.

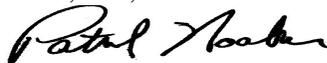
87. At all relevant times, Defendant had inadequate policies and procedures to protect children entrusted to its care and protection, including Plaintiff, which substantially contributed to the creation of a dangerous environment.

88. As a direct and proximate result of the negligence of Defendant, Plaintiff suffered severe and permanent psychological, emotional and physical injuries, shame, humiliation and the inability to lead a normal life, and has incurred and/or will incur costs for treatment and will continue to do so in the future. These injuries are permanent and ongoing in nature.

WHEREFORE, Plaintiff demands judgment against the Defendant for a sum in excess of the jurisdictional limits of all lower courts on each and every Cause of Action stated above, together with the costs and disbursements and other expenses necessary in this action.

Dated: February 8, 2021
Hennepin County, Minnesota

Yours, etc.,



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ATTORNEY VERIFICATION

PATRICK NOAKER, an attorney duly admitted to practice before the Courts of this State affirms under penalty of perjury that he is counsel for the plaintiff herein and has read the foregoing **VERIFIED COMPLAINT** and knows the contents thereof; the same is true to my own knowledge, except as to the matters therein to be alleged on information and belief, and as to those matters I believe it to be true. That the source of my information and knowledge are investigations, communications with the client and records in the file.

The reason that this verification is made by me and not by plaintiff is to protect the identity of the plaintiff under The New York Civil Rights Law. The undersigned further states that the reason this affirmation is made by the affirmant and not be the plaintiff is that plaintiff resides in a county other than the county in which affirmant maintains his New York office.

Dated: February 8, 2021
Hennepin County, Minnesota



PATRICK NOAKER