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Attorneys for Plaintiff

DAVID GROSSO,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION - HUDSON COUNTY
	:	
<i>Plaintiff,</i>	:	DOCKET NO.: _____
	:	
v.	:	<u>CIVIL ACTION</u>
	:	
CAPUCHIN PROVINCE OF THE	:	
SACRED STIGMATA OF ST. FRANCIS	:	<u>VERIFIED COMPLAINT FOR</u>
A/K/A CAPUCHIN FRANCISCAN	:	<u>INJUNCTIVE RELIEF AND</u>
FRIARS-PROVINCE OF THE SACRED	:	<u>DECLARATORY JUDGMENT WITH</u>
STIGMATA OF ST. FRANCIS,	:	<u>TEMPORARY PRELIMINARY</u>
	:	<u>RESTRAINTS</u>
<i>Defendants.</i>	:	
	:	
	:	

Plaintiff, by and through Plaintiff’s attorneys, states and alleges as follows:

PARTIES

1. At all times material, Plaintiff resided in the State of Virginia.
2. Whenever reference is made to any Defendant entity, such reference includes that entity, its parent companies, subsidiaries, affiliates, predecessors, and successors. In addition, whenever reference is made to any act, deed, or transaction of any entity, the allegation means that the entity engaged in the act, deed, or transaction by or through its officers, directors, agents,

employees, or representatives while they were actively engaged in the management, direction, control, or transaction of the entity's business or affairs.

3. At all times material, Defendant Capuchin Province of the Sacred Stigmata of St. Francis a/k/a Capuchin Franciscan Friars-Province of the Sacred Stigmata of St. Francis (hereinafter "Defendant" or "Capuchins"), is an organization or entity which includes, but is not limited to, civil corporations, decision making entities, officials, and employees, authorized to conduct business, and conducting business in the State of New Jersey with its principal place of business at 319 36th Street, Union City, New Jersey.

4. The Provincial Minister is the top official of the Capuchins and is given authority over all matters dealing with the Capuchins as a result of his position. The Capuchins function as a business by engaging in numerous revenue-producing activities and soliciting money from its members in exchange for its services.

5. The Capuchins have several programs that seek out the participation of children, including but not limited to schools and other educational programs. The Capuchins, through its officials, have complete control over those activities and programs involving children. The Capuchins have the power to appoint, train, supervise, monitor, remove and terminate each and every person working with children within the Capuchins.

JURISDICTION

6. This Court has jurisdiction over this action as Defendant Capuchins' principal place of business is in New Jersey.

7. Venue is proper in this county pursuant to New Jersey Court Rule 4:3-2 because this County is the principal place of business of Defendant Capuchins.

FACTS

8. At all times material, Father John LoSasso, O.F.M. Cap. (“Fr. LoSasso”) was Provincial Minister of Defendant.

9. At all times material, Fr. LoSasso was a Roman Catholic cleric acting as an agent and representative of Defendant.

10. At all times material, Father Scott Asalone, O.F.M. Cap. (“Fr. Asalone”) was a Roman Catholic priest under the direct supervision, employ, and control of Defendant.

11. Defendant placed Fr. Asalone in positions where he had access to and worked with children as an integral part of his work.

12. Plaintiff was raised in a devout Roman Catholic family and attended St. Francis de Sales Parish, in Purcellville, Virginia, in the Diocese of Arlington.

13. Plaintiff and Plaintiff’s family came in contact with Fr. Asalone as an agent and representative of Defendant and at St. Frances de Sales Parish.

14. Plaintiff’s mother taught Sunday School and was an involved parishioner at St. Francis de Sales Parish.

15. Plaintiff was an altar boy and was very active in the Catholic Youth Organization (“CYO”) at St. Francis de Sales. Fr. Asalone was in charge of the altar boys and CYO and took the Plaintiff to play basketball regularly, attend sporting events, traveling on out-of-town trips, and regularly hosted the Plaintiff at his house and out for meals.

16. From approximately 1984 to approximately 1987, when Plaintiff was approximately 13 years old to approximately 17 years old, Fr. Asalone repeatedly engaged in unpermitted sexual assaults of Plaintiff in violation of at least one section of Virginia Penal Law prohibiting sexual contact and/or sexual assault of a minor or a predecessor statute that prohibited

such conduct at the time of the abuse.

17. Upon information and belief, in approximately 2020, Fr. Asalone was indicted by a Grand Jury in Virginia and arrested in New Jersey for the sexual abuse of Plaintiff. Upon information and belief, he is currently awaiting criminal trial in Virginia scheduled for March of 2022, having been indicted on at least one count of assault of a minor under the age of 16.

18. Upon information and belief, at the time of his arrest, Fr. Asalone resided in New Jersey and was employed in Asbury Park, New Jersey.

19. In or about January of 1993, Plaintiff first told his mother about Fr. Asalone's sexual abuse of Plaintiff.

20. After Plaintiff's mother learned of the sexual abuse by Fr. Asalone, Plaintiff's mother arranged, among other things, for counseling for Plaintiff to be paid for by Defendant.

21. Plaintiff underwent counseling at Defendant's expense with a Roman Catholic female religious for approximately four (4) months in San Antonio, Texas, where he was residing at the time.

22. In or about approximately fall of 1993, the Roman Catholic Sister by whom he was being counseled terminated the counseling with Plaintiff citing the discontinuance of payments by Defendant as one of the reasons for the termination.

23. In approximately October of 1993, Plaintiff contacted Defendant's Provincial Fr. LoSasso, discussing Fr. Asalone's insidious, illicit, immoral, and illegal behavior that chronically fragmented and psychologically scarred Plaintiff. (See Letter to LoSasso, attached hereto as Exhibit A).

24. Plaintiff sought Defendant's help in ensuring Fr. Asalone did not continue to pose a risk to children. (Exhibit A).

25. Plaintiff also asked that Defendant do everything in its power to assist other survivors of Fr. Asalone in their healing process. (Exhibit A).

26. Some time after the letter of October of 1993, Plaintiff and LoSasso spoke on the telephone, the results of the conversation including arranging a meeting in Washington, D.C., in order for Plaintiff to pick up a check so that he could receive further counseling.

27. Approximately two days prior to the meeting arranged by LoSasso and Plaintiff, LoSasso sent a letter dated May 3, 1994 to Plaintiff's then father-in-law who was a lawyer and would be appearing at the meeting for moral support as well as Plaintiff's father. (See May 3, 1994, Letter from LoSasso to Plaintiff's father-in-law, attached hereto as Exhibit B).

28. Plaintiff and his father-in-law did not speak in the one to two days prior to the meeting, and it was not until many years later that Plaintiff saw the letter marked as Exhibit B, nor did he ever discuss that letter or its attachments, unknown to Plaintiff, with his father-in-law.

29. In approximately May of 1994, Plaintiff flew to Washington, D.C., understanding from LoSasso that the reason for the trip was to receive a check for \$45,000.00 to cover his counseling expenses.

30. In approximately May of 1994, Fr. LoSasso met with Plaintiff, Plaintiff's father and Plaintiff's then father-in-law in a hotel in Washington, D.C. Plaintiff recalls that another individual was present with Fr. LoSasso, but Plaintiff does not know his name.

31. At the meeting, Plaintiff was presented for the first time with a General Release and Mutual Confidentiality Agreement (the "Documents"). Fr. LoSasso instructed Plaintiff to sign the Documents in order to receive funds to obtain counselling. (See unsigned General Release and Mutual Confidentiality Agreement attached as Exhibits C and D respectively).

32. Fr. LoSasso did not give Plaintiff an opportunity to read the Documents.

33. Additionally, being in the presence of Fr. LoSasso for a purpose relating to sexual abuse by Defendant's priest, caused Plaintiff intimidation and fear.

34. Plaintiff was desperate for counseling or relief from the emotional and mental suffering he was experiencing resultant from the predatory sexual abuse by Fr. Asalone.

35. The meeting lasted approximately 15 minutes.

36. The Mutual Confidentiality Agreement requires Plaintiff, Plaintiff's associates, family, confidence, representatives, attorneys-in-fact, employees, or personal representatives from any breach of the gag order as described below. It further states that if the same did occur this shall "give rise to full rights to pursue all legal and equitable remedies against the non breaching [sic] party or parties." The silencing provision reads as follows:

[strict and absolute confidentiality, and in no manner to disclose, or confirm, directly or indirectly, from this day forward, forever, any information or inferences whatsoever concerning the claims of claimant against Respondents, or any of them, or in any way appertaining hereto, including, without limitation, the fact of a settlement, compromise and or release of Claimant's claims; the fact of the payment received by claimant and or its amount; the identity of any of the Respondents; any opinions, allegations, conclusions, suspicions, gossip, hypothesis, evidentiary matters, existence or nonexistence of corroboration[sic] of Claimant's claims by means of tapes, documents, or other physical or forensic evidence; any and all other facts and/or allegations against Respondents now known or hereafter discovered by any party hereto. (Exhibit D, Pages 1-2).

37. Pursuant to New Jersey Law, the process of the formation of the Mutual Confidentiality Agreement as well as its substantive requirements which is in direct contradiction to the well-established New Jersey public interest and policy of the safety of children from sexual predators renders this agreement unconscionable.

38. In approximately 2002, the United States Conference of Catholic Bishops ("USCCB") established a comprehensive set of procedures for addressing allegations of sexual

abuse of minors by Catholic clergy called the Charter for the Protection of children and Young People (“Charter”).¹

39. Article 3 of the Charter instructs Dioceses/eparchies not to enter into settlements which bind the parties to confidentiality, unless the victim/survivor requests confidentiality and this request is noted in the text of the agreement.

40. The Conference of Major Superiors of Men (“CMSM”) is a national representative organization composed of Religious priests and brothers who are leaders and/or members of their respective Orders and congregations in the United States who engage in activities promoting, advancing and furthering the policies, practices and interests of Catholic Orders and congregations in the United States of America.

41. Defendant is a member and/or member institute of CMSM.

42. CMSM participates in the implementation of the Charter in each religious order, including Defendant.

43. As part of CMSM’s accreditation standards² it is a recognized best practice for Institutes, like Defendant, to not enter confidentiality settlements unless requested by the survivor.

44. Upon information and belief, from the CMSM’s own public statement the accreditation standards, in direct response to the following statement of the August 2002 Conference of Major Superiors of Men (CMSM) assembly:

We believe that in most instances over this last decade, as we have learned more about the tragic consequences of sexual abuse, we have acted responsibly in dealing with allegations. But, we have also heard the clear call to more accountability and transparency in how we as leaders of men religious deal with the protection of children from sexual abuse by members

¹ [https://www.usccb.org/test/upload/Charter-for-the-Protection-of-Children-and-Young-People-2018-final\(1\).pdf](https://www.usccb.org/test/upload/Charter-for-the-Protection-of-Children-and-Young-People-2018-final(1).pdf)
(Charter with amendments through 2018)

² <https://www.cmsm.org/wp-content/uploads/2020/09/2020-Standards-for-Accreditation-final.pdf>

of our institutes and how we handle allegations of sexual abuse and follow-up outreach to victims and supervision of our members charged with sexual abuse.

45. Plaintiff did not request confidentiality when he signed the General Release.

46. The State of New Jersey has long prioritized the public policy of protection of children against sexual abuse.

FIRST COUNT

INJUNCTION - RELIEF FROM DEFENDANT'S ENFORCEMENT OF THE MUTUAL CONFIDENTIALITY AGREEMENT AND DECLARATION OF UNENFORCEABILITY OF THIS AND SIMILAR CONFIDENTIALITY AGREEMENTS AS AGAINST PUBLIC POLICY OF PROTECTING CHILDREN FROM ADULT SEXUAL PREDATORS.

47. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

48. A bona fide controversy exists between Plaintiff and Defendant, and ordinary actions will not afford adequate relief for Plaintiff.

49. Continued enforcement of the confidentiality provisions of the unconscionable Mutual Confidentiality Agreement would have an immediate and ongoing adverse effect on Plaintiff causing irreparable harm.

50. Continued enforcement and inclusion of confidentiality provisions included in Mutual Confidentiality Agreement would have an immediate and ongoing adverse effect on victim/survivors of child sexual abuse causing irreparable harm.

51. The public interest favors an injunction releasing Plaintiff from the confidentiality provisions of the Mutual Confidentiality Agreement and would avoid inequitable treatment of similarly-situated victim/survivors of child sexual abuse by agents and/or employees of Defendant.

52. Plaintiff is entitled to declaratory judgment that prevents continued enforcement of the confidentiality provisions of the Mutual Confidentiality Agreement.

WHEREFORE, based on the foregoing causes of action, Plaintiff respectfully prays for judgment as follows:

- (a) For an injunction restraining and enjoining Defendant from enforcing the confidentiality provisions of the Mutual Confidentiality Agreement signed by Plaintiff.
- (b) For preliminary injunctive relief barring any enforcement action (legal or otherwise) as to the Mutual Confidentiality agreement against Plaintiff pending the outcome of this case to avoid immediate irreparable further and continued harm to Plaintiff.
- (c) For Declaratory Relief that the Mutual Confidentiality Agreement signed by Plaintiff and similar agreements signed by similarly-situated survivors of child sexual abuse are against Public Policy of protecting children from Sexual Predators and unenforceable.
- (d) For other legal and equitable relief this Court deems necessary.

RULE 4:5-1 CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other pending and/or contemplated action or pending and or contemplated proceeding. I know of no other parties who should be joined in this action at this time.

JEFF ANDERSON & ASSOCIATES PA



Jeffrey R. Anderson, Esq.
Attorney for Plaintiff

Dated: November 18, 2021

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Plaintiff hereby designates Jeffrey R. Anderson, Esq. as trial counsel for Plaintiff.

JEFF ANDERSON & ASSOCIATES PA



Jeffrey R. Anderson, Esq.
Attorney for Plaintiff

November 18, 2021

VERIFICATION

DAVID GROSSO, being duly sworn deposes and says,

I am the Plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein alleged on information and belief, and as to those matters I believe them to be true.



DAVID GROSSO

Sworn to and subscribed before

me on 17 of November, 2021.



Notary Public ~~State of~~ District of Columbia

County of _____

My Commission Expires 9/14/2026

