

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

LG 103 DOE,

Plaintiff,

vs.

SUMMONS

DARUL-ULOOM AL-MADANIA, INC.
182 Sobieski Street
Buffalo, New York 14212

Defendant.

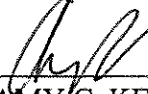
TO THE ABOVE NAMED DEFENDANT:

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 TWENTY (20) DAYS after the service of this Summons, exclusive of the day of service (or within THIRTY (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.

Erie County is designated as the place of trial on the basis of the defendant's place of business located in Buffalo, New York.

DATED: Buffalo, New York
August 12, 2021

LIPSITZ, GREEN SCIME CAMBRIA LLP

By: 
AMY C. KELLER, ESQ.
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STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

LG 103 DOE,

Plaintiff,

COMPLAINT

vs.

Index No.:

DARUL-ULOOM AL-MADANIA, INC.
182 Sobieski Street
Buffalo, New York 14212

Defendant.

Plaintiff, above named, by his attorneys, LIPSITZ GREEN SCIME CAMBRIA LLP, for his Complaint against Defendant herein, alleges:

**AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT, ABOVE
NAMED, HEREIN, PLAINTIFF, LG 103 DOE,
ALLEGES AS FOLLOWS:**

1. Plaintiff, LG 103 DOE, is a resident of the State of New Jersey.
2. This action is commenced pursuant to the provisions of the Child Victims Act.
3. At the time of the incidents set forth herein, Plaintiff, LG 103 DOE, (hereinafter referred to as "THE CHILD") was an infant having been born in 1985.
4. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA, INC., is a domestic religious corporation duly organized and existing under and pursuant to the laws of the State of New York.
5. Upon information and belief, at all times herein mentioned, Defendant, DARUL-ULOOM AL-MADANIA, INC., owned, operated, managed and/or controlled Darul-Uloom Al-Madania Boys School located at 182 Sobieski Street, Buffalo, New York 14212.

6. Upon information and belief, at all times herein mentioned, Defendant, DARUL-ULOOM AL-MADANIA, INC., was responsible for the care, safety, monitoring, protection, and overall well-being of children placed in its care and custody.

7. Upon information and belief, at all times herein mentioned, THE CHILD was a resident and student of the Darul-Uloom Al-Madania Boys School.

8. Upon information and belief, at all times herein mentioned, Imran Khan, (hereinafter referred to as “THE CHILD MOLESTER”), was hired and employed by Defendant, DARUL-ULOOM AL-MADANIA, INC., as a teacher, and/or head of the boys’ dormitory.

9. Upon information and belief, the CHILD MOLESTER cannot be located.

10. Upon information and belief, at all times herein mentioned, THE CHILD MOLESTER, was assigned to Darul-Uloom Al-Madania Boys School by Defendant, DARUL-ULOOM AL-MADANIA, INC., as a teacher and/or head of the boys’ dormitory, and was acting as an agent, employee or representative of Defendant, DARUL-ULOOM AL-MADANIA, INC.

11. Upon information and belief, at all times herein mentioned, THE CHILD MOLESTER was under the direction, supervision and control of Defendant, DARUL-ULOOM AL-MADANIA, INC.

12. Occurring from approximately 1996 and continuing through approximately 1997, THE CHILD MOLESTER sexually assaulted and committed battery upon THE CHILD, at Darul-Uloom Al-Madania Boys School, and said assault and battery constituted sexual offenses as defined in Article 130 of the Penal Law.

13. The actions by THE CHILD MOLESTER herein and his molestation of THE CHILD were willful, malicious and intentional and resulted in injury to THE CHILD.

14. As a direct result of the conduct, consisting of child molestation, sexual assault and battery, by THE CHILD MOLESTER as described herein, THE CHILD has suffered, and

continues to suffer great physical and emotional pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, flashbacks, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life, was prevented and will continue to be prevented from performing daily activities and obtaining full enjoyment of life, and has incurred and will continue to incur expenses for medical, psychological treatment, therapy and counseling.

15. This action falls within one or more of the exceptions set forth in CPLR §1602.

16. As a result of the foregoing, THE CHILD, has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

17. As a result of the foregoing, THE CHILD, claims punitive damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT, DARUL-ULOOM
AL-MADANIA, INC., HEREIN:**

18. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "17" of this Complaint with the same force and effect as if fully set forth herein.

19. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA, INC., trained, hired, selected and approved THE CHILD MOLESTER as a teacher/head of the boys' dormitory, placing him in a position with authority and power over THE CHILD, a resident and student at Darul-Uloom Al-Madania Boys School.

20. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA, INC., knew or reasonably should have known of the propensities of THE CHILD MOLESTER to commit acts of sexual assault, battery, rape and other sexual offenses against THE CHILD and

other children.

21. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA, INC., was aware and was otherwise on actual notice that THE CHILD MOLESTER, was sexually abusing and/or sexually assaulting and/or molesting children, including THE CHILD.

22. Upon information and belief, the aforesaid incidents and resultant injury and damages to THE CHILD were caused as a result of the negligence, carelessness and recklessness of Defendant, DARUL-ULOOM AL-MADANIA, INC., in the training, hiring, selecting and assignment of THE CHILD MOLESTER.

23. The acts and/or omissions of Defendant, DARUL-ULOOM AL-MADANIA, INC., constitute reckless disregard for the safety of THE CHILD and other children.

24. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A THIRD CAUSE OF ACTION
AGAINST DEFENDANT, DARUL-ULOOM
AL-MADANIA, INC., HEREIN:**

25. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "24" of this Complaint with the same force and effect as if fully set forth herein.

26. Upon information and belief, the aforesaid incidents and resultant injury to THE CHILD, were caused as a result of the negligence, carelessness and recklessness of Defendant, DARUL-ULOOM AL-MADANIA, INC., in the retaining of THE CHILD MOLESTER.

27. The acts and/or omissions of Defendant, DARUL-ULOOM AL-MADANIA, INC., constitute reckless disregard for the safety of THE CHILD and other children.

28. As a result of the foregoing, THE CHILD has sustained general and special

damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FOURTH CAUSE OF ACTION
AGAINST DEFENDANT, DARUL-ULOOM
AL-MADANIA, INC., HEREIN:**

29. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "28" of this Complaint with the same force and effect as if fully set forth herein.

30. Upon information and belief, the aforesaid incidents and resultant injury to THE CHILD, were caused as a result of the negligence, carelessness and recklessness of Defendant, DARUL-ULOOM AL-MADANIA, INC., in supervising THE CHILD MOLESTER.

31. The acts and/or omissions of Defendant, DARUL-ULOOM AL-MADANIA, INC., constitute reckless disregard for the safety of THE CHILD and other children.

32. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTH CAUSE OF ACTION
AGAINST DEFENDANT, DARUL-ULOOM
AL-MADANIA, INC., HEREIN:**

33. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "32" of this Complaint with the same force and effect as if fully set forth herein.

34. Upon information and belief, the aforesaid incidents and resultant injury to THE CHILD, were caused as a result of the negligence, carelessness and recklessness of Defendant, DARUL-ULOOM AL-MADANIA, INC., in supervising THE CHILD and other children in its care.

35. The acts and/or omissions of Defendant, DARUL-ULOOM AL-MADANIA, INC., constitute reckless disregard for the safety of THE CHILD and other children.

36. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SIXTH CAUSE OF ACTION
AGAINST DEFENDANT, DARUL-ULOOM
AL-MADANIA, INC., HEREIN:**

37. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "36" of this Complaint with the same force and effect as if fully set forth herein.

38. Upon information and belief, the aforesaid incidents and resultant injury to THE CHILD, were caused as a result of the negligence, carelessness and recklessness of Defendant, DARUL-ULOOM AL-MADANIA, INC., for failing to have in place adequate policies and procedures to protect THE CHILD and other children from child molesters operating within Darul-Uloom Al-Madania Boys School.

39. The acts and/or omissions of Defendant, DARUL-ULOOM AL-MADANIA, INC., constitute reckless disregard for the safety of THE CHILD and other children.

40. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SEVENTH CAUSE OF ACTION
AGAINST DEFENDANT, DARUL-ULOOM
AL-MADANIA, INC., HEREIN:**

41. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "40" of this Complaint with the same force and effect as if fully set forth

herein.

42. Upon information and belief, pursuant to New York Social Services Law Sections 413 and 420, Defendant, DARUL-ULOOM AL-MADANIA, INC., had a statutory duty to report reasonable suspicion of sexual assault and/or abuse of children in its care.

43. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA, INC., breached that duty by knowingly and willfully failing to report reasonable suspicion of sexual assault and/or abuse by THE CHILD MOLESTER of child(ren) in its care.

44. Upon information and belief, the aforesaid incidents and resultant injury to THE CHILD, were caused as a result of the failure by Defendant, DARUL-ULOOM AL-MADANIA, INC., to report the reasonable suspicion of sexual assault and/or abuse of THE CHILD herein.

45. The acts and/or omissions of Defendant, DARUL-ULOOM AL-MADANIA, INC., constitute reckless disregard for the safety of THE CHILD and other children.

46. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR AN EIGHTH CAUSE OF ACTION
AGAINST DEFENDANT, DARUL-ULOOM
AL-MADANIA, INC., HEREIN:**

47. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "46" of this Complaint with the same force and effect as if fully set forth herein.

48. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA, INC., failed to warn and/or disclose and/or educate THE CHILD and/or the parents of THE CHILD of the danger of sexual assault THE CHILD MOLESTER posed to THE CHILD.

49. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA,

INC., failed to warn and/or disclose and/or educate THE CHILD and/or the parents and/or the caretakers of THE CHILD of the danger of sexual assault its teachers and other staff members posed to THE CHILD and other children.

50. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA, INC., failed to warn and/or disclose and/or educate all employees, agents and/or representatives of the danger of sexual assault its teachers and other staff members posed to THE CHILD and other children.

51. Upon information and belief, the aforesaid incidents and resultant injury to THE CHILD, were caused as a result of the failure by Defendant, DARUL-ULOOM AL-MADANIA, INC., to warn, disclose and/or educate as set forth herein.

52. The acts and/or omissions of Defendant, DARUL-ULOOM AL-MADANIA, INC., constitute reckless disregard for the safety of THE CHILD and other children.

53. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A NINTH CAUSE OF ACTION
AGAINST DEFENDANT, DARUL-ULOOM
AL-MADANIA, INC., HEREIN:**

54. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "53" of this Complaint with the same force and effect as if fully set forth herein.

55. Defendant, DARUL-ULOOM AL-MADANIA, INC., is vicariously liable for the damages sustained by THE CHILD because THE CHILD MOLESTER was aided by his position with Defendant, DARUL-ULOOM AL-MADANIA, INC., in committing the sexual assaults and battery upon THE CHILD.

56. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A TENTH CAUSE OF ACTION
AGAINST DEFENDANT, DARUL-ULOOM
AL-MADANIA, INC., HEREIN:**

57. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "56" of this Complaint with the same force and effect as if fully set forth herein.

58. Defendant, DARUL-ULOOM AL-MADANIA, INC., is vicariously liable for the actions of THE CHILD MOLESTER because Defendant, DARUL-ULOOM AL-MADANIA, INC., materially increased the risk of sexual assault or sexual crimes upon THE CHILD and other infant children by conferring power or authority on its teachers and staff members over THE CHILD and other infant children.

59. Defendant, DARUL-ULOOM AL-MADANIA, INC., is vicariously liable for the sexual assault and battery committed upon THE CHILD by THE CHILD MOLESTER because Defendant, DARUL-ULOOM AL-MADANIA, INC., regularly placed THE CHILD MOLESTER and other teachers and staff members in situations of intimate or personal contact with THE CHILD and other young children.

60. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR AN ELEVENTH CAUSE OF ACTION
AGAINST DEFENDANT, DARUL-ULOOM
AL-MADANIA, INC., HEREIN:**

61. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "1" through "60" of this Complaint with the same force and effect as if fully set forth herein.

62. Upon information and belief, at all times herein mentioned, Defendant, DARUL-ULOOM AL-MADANIA, INC., was an educational institution that received Federal funding.

63. Upon information and belief, the sexual assaults and batteries THE CHILD was subjected to as set forth herein, were so severe, pervasive, and objectively offensive that it deprived THE CHILD of access to educational opportunities or benefits provided by Defendant, DARUL-ULOOM AL-MADANIA, INC.

64. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA, INC., created and/or subjected THE CHILD to a hostile educational environment in violation of Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681(a) ("Title IX") because a) Plaintiff was a member of a protected class; b) he was subjected to sexual harassment in the form of sexual assaults and batteries by a teacher; c) he was subjected to harassment based on his sex; and d) he was subjected to a hostile educational environment created by Defendant, DARUL-ULOOM AL-MADANIA, INC., failing to have, or enforce, appropriate policies and procedures to protect THE CHILD.

65. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA, INC., was aware and was otherwise on actual notice, that THE CHILD MOLESTER posed a substantial risk of sexual assault, battery, rape and other sexual crimes against THE CHILD and other children attending Darul-Uloom Al-Madania Boys School.

66. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA,

INC., engaged in a pattern and practice of behavior designed to discourage and dissuade students who had been sexually assaulted from reporting said sexual assaults.

67. This policy and/or practice constituted disparate treatment of males and had a disparate impact on male students.

68. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA, INC., failed to take immediate, effective remedial steps to resolve complaints of sexual harassment and instead acted with deliberate indifference toward THE CHILD and other children.

69. Upon information and belief, Defendant, DARUL-ULOOM AL-MADANIA, INC., failed to promptly and appropriately respond to and investigate allegations, complaints, and/or discipline THE CHILD MOLESTER in a manner consistent with its own policies and procedures and/or federal and state law, and/or failing to have in place appropriate policies and procedures to respond to and investigate allegations, complaints, and/or discipline THE CHILD MOLESTER, and as a proximate cause thereof, THE CHILD, on the basis of his sex, was excluded from participation in, denied the benefits of, and subjected to discrimination in Defendant, DARUL-ULOOM AL-MADANIA, INC.'s educational program in violation of Title IX.


70. As a result of the foregoing, THE CHILD has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff demands judgment against Defendant in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and Eleventh Causes of Action in compensatory and punitive damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, attorney's fees and costs pursuant to 42 U.S.C. § 1988 and Title IX, and for such other, further or different relief as the Court may deem

just and proper, together with the costs and disbursements of the action.

DATED: Buffalo, New York
August 12, 2021

LIPSITZ GREEN SCIME CAMBRIA LLP

By:  _____

AMY C. KELLER, ESQ.
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