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Attorneys for Defendant & Counterclaim Plaintiff
MAUREEN A. BUCKLEY

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

-----X	
JAMES McLUCAS,	:
	:
Plaintiff and	:
Counterclaim Defendant,	:
	:
-against-	:
	:
MAUREEN A. BUCKLEY,	:
	:
Defendant and	:
Counterclaim Plaintiff.	:
-----X	

INDEX NO.: 50816/2015

**VERIFIED AMENDED ANSWER, AFFIRMATIVE DEFENSES
AND COUNTERCLAIMS OF
DEFENDANT MAUREEN A. BUCKLEY**

Defendant and counterclaim-plaintiff MAUREEN A. BUCKLEY, by her undersigned attorney, for her verified amended answer, affirmative defenses and counterclaims to the Verified Complaint of plaintiff and counterclaim-defendant JAMES McLUCAS hereby states as follows:

1. Paragraph 1 of the Verified Complaint does not contain allegations of fact as to which any response is required, and otherwise denies the allegations thereof, except admits that plaintiff purports to be suing for breach of agreement and seeks injunctive relief.
2. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations

contained in paragraph 2 of the Verified Complaint, but does not contest them for purposes of this action.

3. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 3 of the Verified Complaint.
4. Admits the allegations of paragraph 4 of the Verified Complaint.
5. Admits the allegations of paragraph 5 of the Verified Complaint.
6. Admits the allegations of paragraph 6 of the Verified Complaint and refers the Court to the docket in *Nysewander v. McLucas, Archdiocese of New York and Priestly Fraternity of St. Peter*, New York Supreme Court, Westchester County, Docket No. 154582/2012 for the pleadings, motions and papers in said action.
7. Admits the allegations of paragraph 7 of the Verified Complaint, and refers the Court to said Agreement and Release for the terms thereof and the parties thereto.
8. Admits the allegations of paragraph 8 of the Verified Complaint, and refers the Court to said Agreement and Release for the terms thereof and the parties thereto.
9. Admits the allegations of paragraph 9 of the Verified Complaint, and refers the Court to said Agreement and Release for the terms thereof and the parties thereto.
10. Admits the allegations of paragraph 10 of the Verified Complaint, and refers the Court to said Agreement and Release for the terms thereof and the parties thereto.
11. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 11 of the Verified Complaint that “Plaintiff will avoid disclosure of the confidential Agreement through the vehicle of the instant complaint,” admits that the Agreement and Release contains the statement that “the Parties

agree to keep the allegations made in the Action and the terms of this Agreement strictly secret and confidential and not to disclose the same, either directly or indirectly, to any other person, firm or entity, or to use the same in any way except disclosures as may be reasonably required to accountants, attorneys, representatives or employees of the Parties and their affiliates . . . ,” and refers the Court to said Agreement and Release for the terms thereof and the parties thereto.

12. Admits the allegations of paragraph 12 of the Verified Complaint that the Agreement and Release contains the statement that “The Parties agree not to disparage the other Parties in the Action or their principals nor present them in a negative light to any person or entity with respect to the allegations in the Action and/or this Agreement. The Parties further agree not to discuss the Action or its settlement with third parties of any kind other than to respond to queries by stating that the Parties’ dispute has been amicably resolved,” and refers the Court to said Agreement and Release for the terms thereof and the parties thereto.
13. Denies the allegations of paragraph 13 of the Verified Complaint, except admits that Defendant properly alerted and warned certain persons of risks of harm to them or family members, as described herein below.
14. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 14 of the Verified Complaint.
15. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 15 of the Verified Complaint.
16. Denies the allegations of paragraph 16 of the Verified Complaint, except lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the

- allegations that “Plaintiff was caused and will continue to be caused economic damages.”
17. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 17 of the Verified Complaint.
 18. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 18 of the Verified Complaint, except admits that “[t]he caretakers have a daughter, Catherine Bauer.”
 19. Denies the allegations of paragraph 19 of the Verified Complaint, except admits that, at the time in question, Defendant had a close, personal, confidential and fiduciary relationship with Catherine Bauer and that in accordance with said relationship Defendant properly alerted and warned Catherine Bauer of risks of harm to Catherine Bauer, her sisters and her family.
 20. Denies the allegations of paragraph 20 of the Verified Complaint, except admits that Defendant had a conversation with Mary Bauer in or around October 2014 and properly alerted and warned Mary Bauer of risks of harm to herself, her daughters and her family.
 21. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 21 of the Verified Complaint.
 22. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 22 of the Verified Complaint.
 23. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 23 of the Verified Complaint.
 24. Denies the allegations of paragraph 24 of the Verified Complaint.

ANSWER TO FIRST CAUSE OF ACTION

25. In response to the allegations of paragraph 25 of the Verified Complaint, repeats and realleges the responses herein to paragraphs 1-24.
26. Admits the allegations of paragraph 26 of the Verified Complaint, and refers the Court to said Agreement and Release for the terms thereof and the parties thereto.
27. Denies the allegations of paragraph 27 of the Verified Complaint, and refers the Court to said Agreement and Release for the terms thereof and the parties thereto.
28. Denies the allegations of paragraph 28 of the Verified Complaint.
29. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 29 of the Verified Complaint.
30. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 30 of the Verified Complaint.
31. Denies the allegations of paragraph 31 of the Verified Complaint, and refers the Court to said Agreement and Release for the terms thereof and the parties thereto.
32. Denies the allegations of paragraph 32 of the Verified Complaint, and refers the Court to said Agreement and Release for the terms thereof and the parties thereto.
33. Paragraph 33 of the Verified Complaint does not contain allegations of fact as to which any response is required, and otherwise denies the allegations thereof.

ANSWER TO SECOND CAUSE OF ACTION

34. In response to the allegations of paragraph 34 of the Verified Complaint, repeats and realleges the responses herein to paragraphs 1-33.
35. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly

- denies, the allegations contained in paragraph 35 of the Verified Complaint.
36. Denies the allegations of paragraph 36 of the Verified Complaint, and refers the Court to said Agreement and Release for the terms thereof and the parties thereto.
 37. Denies the allegations of paragraph 37 of the Verified Complaint.
 38. Lacks knowledge or information sufficient to form a belief as to the truth of, and accordingly denies, the allegations contained in paragraph 38 of the Verified Complaint.
 39. Paragraph 39 of the Verified Complaint does not contain allegations of fact as to which any response is required, and otherwise denies the allegations thereof.
 40. Paragraph 40 of the Verified Complaint does not contain allegations of fact as to which any response is required, and otherwise denies the allegations thereof.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action upon which relief can be granted against Defendant.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

Plaintiff lacks standing to assert the claims against Defendant set forth in the Verified Complaint.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

This Court lacks jurisdiction over the subject matters alleged in the Verified Complaint.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

The Court lacks or should decline to exercise jurisdiction over the claims alleged in the Verified Complaint because adjudication of Plaintiff's claims would unnecessarily and impermissibly entangle the Court in church doctrine, administration and matters, and would cause

the Court to violate the Constitutions of the United States and New York State.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

The Amended Complaint fails to allege the relevant facts and circumstances in a manner that is “sufficiently particular to give the court and parties notice of the transactions, occurrences, or series of transactions or occurrences, intended to be proved and the material elements of each cause of action...”, as required by CPLR § 3013, in that Plaintiff has failed to set forth the particular words complained of.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

Plaintiff’s claims are barred, in whole or in part, by reason of his bad faith conduct and/or unclean hands.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

The claims set forth in the Verified Complaint are barred, in whole or in part, by the doctrines of acquiescence, laches, waiver and/or estoppel.

AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE

The claims set forth in the Verified Complaint are barred, in whole or in part, by reason of the truth of the statements complained of.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

The claims set forth in the Verified Complaint are barred, in whole or in part, by reason of Defendant’s right, privilege and/or duty to alert and warn another of risks of harm to herself, her sisters and her family.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

The claims set forth in the Verified Complaint are barred, in whole or in part, by reason of public policy.

AS AND FOR A ELEVENTH AFFIRMATIVE DEFENSE

The claims set forth in the Verified Complaint are barred, in whole or in part, by reason of Defendant's speech rights under the Constitutions of the United States and New York State.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to equitable relief on his claims because he has an adequate remedy at law.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to equitable relief on his claims by reason of his own inequitable conduct.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff has not suffered any cognizable harm, injury or damages by reason of the matters set forth in the Verified Complaint.

AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE

Any injury or damages suffered by Plaintiff by reason of the matters set forth in the Verified Complaint were and are the result of and were caused by, in whole or in part, his own actions and conduct.

AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff's entitlement to damages, if any, should be extinguished or diminished by reason of his bad faith conduct and/or unclean hands.

AS AND FOR A SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate his damages.

AS AND FOR A EIGHTEENTH AFFIRMATIVE DEFENSE

The Verified Complaint fails to set forth with sufficient particularity allegations to support a demand for punitive damages.

WHEREFORE, defendant-counterclaim plaintiff Maureen A. Buckley respectfully requests that this Court enter an order:

- a. Dismissing the causes of action set forth in the Complaint with prejudice;
- b. Awarding defendant her costs and disbursements, including attorneys' fees and interest; and
- c. Granting such other and further relief as this Court deems just and proper.

Defendant Demands Trial by Jury of all Issues so Triable.

VERIFIED COUNTERCLAIMS

Defendant-Counterclaim Plaintiff MAUREEN A. BUCKLEY, by her undersigned attorney, alleges as her verified counterclaims against Plaintiff-Counterclaim Defendant JAMES McLUCAS as follows:

1. Counterclaim Plaintiff Maureen A. Buckley is an individual residing in Mount Kisco, New York.
2. Upon information and belief, Counterclaim Defendant James McLucas is an individual residing in Staatsburg, New York.
3. Upon information and belief, James McLucas was ordained into the ministerial orders of the

Roman Catholic Church as a presbyter or priest in or about 1977.

4. As an ordained priest in the Roman Catholic Church, James McLucas was invested with sacred power to act “*in persona Christi*” (also referred to as “*In persona Christi capitis*”); *i.e.*, to act in the person of Jesus Christ and God.
5. As an ordained priest in the Roman Catholic Church, James McLucas was invested with sacred power to and did preside at and perform the Eucharist; *i.e.*, to perform and lead the celebration of the Sacrifice of the Mass, including transubstantiation or the conversion of bread and wine into the body and blood of Jesus Christ, except during a period of years when James McLucas’s authority to perform Mass was suspended because of his insistence on practicing the traditional Latin Mass.
6. As an ordained priest in the Roman Catholic Church, James McLucas was deemed to possess sanctifying grace and, accordingly, was invested with sacred power to and did perform the Sacrament of Penance and Reconciliation; *i.e.*, to hear penitents’ confessions and to provide divine mercy and absolve them of sins.
7. As an ordained priest in the Roman Catholic Church, James McLucas was invested with sacred power to and did undertake pastoral duties, in particular, acting as Spiritual and Pastoral Advisor to the faithful.
8. As an ordained priest in the Roman Catholic Church, James McLucas vowed and promised to follow a simple way of life, including the public profession of and faithful adherence to the evangelical counsels of poverty, chastity and obedience, and to avoid anything which smacks of worldliness.
9. At all relevant times, James McLucas possessed, enjoyed and exercised these rights, powers,

privileges and duties, other than the vows of poverty, chastity and obedience and the promise to avoid worldly affairs.

10. At all relevant times, Maureen Buckley was one of the faithful; *i.e.*, a practicing and devout member of the Roman Catholic Church.
11. For a number of years, James McLucas purported to act as the Spiritual and Pastoral Advisor to Maureen Buckley.
12. In his position as Spiritual and Pastoral Advisor, James McLucas possessed and exercised significant power over Maureen Buckley's spiritual, emotional and physical well-being.
13. James McLucas abused this power and the authority invested in him as an ordained priest to dominate Maureen Buckley's will, estrange her from her family and lead her into an inappropriate sexual, physical and emotional relationship.
14. This relationship continued for a number of years, but ultimately was broken off by Maureen Buckley.
15. James McLucas refused, and upon information and belief continues to refuse, to accept the termination of his domination over Maureen Buckley and his inappropriate sexual and physical relationship with Maureen Buckley.
16. While at college in 2005, Maureen Buckley and Catherine Bauer met and became close personal friends, confidantes and college roommates.
17. This close personal friendship and fiduciary relationship has continued to the present. For example, Catherine Bauer was a bridesmaid at Maureen Buckley's wedding in 2012, and Catherine Bauer and Maureen Buckley have continued to visit each other and communicate frequently up to the present.

18. During the course of his relationship with Maureen Buckley, James McLucas knew about Maureen Buckley's close personal friendship and fiduciary relationship with Catherine Bauer, and that Maureen Buckley and Catherine Bauer visited and spoke to each other often.
19. After Maureen Buckley broke off all dealings and contact between James McLucas and herself, James McLucas devised a scheme to use Maureen Buckley's close personal friendship and fiduciary relationship with Catherine Bauer to McLucas's personal benefit.
20. Upon information and belief, James McLucas sought to re-insinuate himself into Maureen Buckley's life, to resurrect his dominion over and sexual relationship with Maureen Buckley and/or to punish and inflict emotional and financial harm on Maureen Buckley in the event she refused to resubmit to James McLucas's domination and influence.
21. Among other things, upon information and belief, James McLucas knew that Catherine Bauer's parents, brother and younger sisters resided at the Monastery of Jesus, Mary & Joseph, located in Elysburg, Pennsylvania.
22. Upon information and belief, James McLucas sought to exploit the residency of the Bauer family at the Monastery by gaining employment and residency at the Monastery, even though the Monastery is located outside the diocese of James McLucas's incardination (New York) and, accordingly, James McLucas had to obtain the permission of his Bishop in order to move to and serve in a clerical capacity in the diocese of which the Monastery is a part (Harrisburg).
23. Upon gaining employment at the Monastery and residing there, James McLucas insinuated himself into the lives of the Bauer family by becoming Spiritual and Pastoral Advisor to Catherine Bauer's mother and brother.

24. As Spiritual and Pastoral Advisor to Catherine Bauer's mother and brother, James McLucas gained ready access to their home and Catherine Bauer's younger sisters, and opportunities to influence and dominate the spiritual, emotional and physical well being of members of the Bauer family.
25. Upon information and belief, James McLucas knew and intended that this position of influence and domination would have a severe detrimental impact on Maureen Buckley's spiritual, emotional and physical well being by, among other things, reasonably causing Maureen Buckley to fear that James McLucas would engage in inappropriate spiritual, emotional, physical and sexual relations with Catherine Bauer and her family.
26. Upon information and belief, James McLucas knew and intended that his actions would implicate Maureen Buckley's close personal friendship and fiduciary relationship with Catherine Bauer and thereby cause Maureen Buckley to suffer severe harm to her spiritual, emotional and physical well being.
27. Upon information and belief, James McLucas knew and intended that his actions would afford him opportunities to re-insinuate himself into Maureen Buckley's life and to resurrect his dominion over and sexual relationship with Maureen Buckley.
28. As a result of the James McLucas's conduct, Maureen Buckley has suffered and is continuing to suffer injury and damages in an amount to be determined at trial, but reasonably believed to exceed \$25,000.

**AS AND FOR A FIRST CAUSE OF ACTION
(Intentional Infliction of Emotional Distress)**

29. Counterclaim plaintiff repeats the allegations of paragraphs 1 through 29 as if fully set forth herein.
30. James McLucas engaged in extreme and outrageous conduct toward Maureen Buckley.
31. James McLucas's conduct was intended to cause or disregarded a substantial probability of causing severe emotional distress to Maureen Buckley.
32. James McLucas's conduct did, in fact, and continues to cause severe emotional distress to Maureen Buckley.
33. Maureen Buckley has suffered and continues to suffer severe emotional distress by reason of James McLucas's conduct.
34. As a result, Maureen Buckley has suffered and is continuing to suffer damages in an amount to be determined at trial, but reasonably believed to exceed \$25,000.

**AS AND FOR A SECOND CAUSE OF ACTION
(Injunctive Relief)**

35. Counterclaim plaintiff repeats the allegations of paragraphs 1 through 34 as if fully set forth herein.
36. Upon information and belief, unless restrained, James McLucas will continue to engage in extreme and outrageous conduct toward Maureen Buckley in order to re-insinuate himself into Maureen Buckley's life, to resurrect his dominion over and sexual relationship with Maureen Buckley and/or to punish and inflict emotional and financial harm on Maureen Buckley in the event she refused to resubmit to James McLucas's domination and influence.
37. Counterclaim plaintiff has no adequate remedy at law.

38. Accordingly, counterclaim plaintiff should be granted an order permanently enjoining James McLucas from taking any steps, directly or indirectly, to make contact with or cause emotional harm to Maureen Buckley.

WHEREFORE, counterclaim plaintiff Maureen A. Buckley demands judgment against counterclaim defendant James McLucas:

- a. Awarding her damages in an amount to be proved at trial, but believed to be not less than \$25,000;
- b. Enjoining James McLucas from taking any steps, directly or indirectly, to make contact with or cause emotional harm to Maureen A. Buckley;
- c. Awarding her interest on such damages, as provided by law;
- d. Awarding her reasonable attorneys fees;

- e. Awarding her costs and disbursements of this action; and
- f. Granting such other and further relief as this Court deems just and proper.

Counterclaim Plaintiff Demands Trial by Jury of all Issues so Triable.

Dated: New York, New York
March 16, 2015

Yours, etc.,

LAW OFFICE OF FREDERICK R. DETTMER

By: _____

FREDERICK R. DETTMER
Arbor Glen
89 Clinton Avenue, # 35
New Rochelle, New York 10801
914-738-8782

Attorney for Defendant and Counterclaim Plaintiff
MAUREEN A. BUCKLEY

To: ROBERT A. WEIS, Esq.
The Law Firm of William G. Sayegh, P.C.
65 Gleneida Avenue
Carmel, New York 10512
Attorney for Plaintiff and Counterclaim Defendant
JAMES McLUCAS

VERIFICATION

STATE OF NEW YORK)
CITY OF MOUNT KISCO)
COUNTY OF WESTCHESTER)

MAUREEN A. BUCKLEY certifies and affirms under penalty of perjury that I am the Defendant/Counterclaim Plaintiff in this action and that the foregoing **VERIFIED AMENDED ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS** is true to my own knowledge, except as to matters therein stated to be alleged upon information and belief and as to those matters I believe them to be true.

Maureen A. Buckley
MAUREEN A. BUCKLEY

Sworn to before me this
16 day of March, 2015

Stephen Michael DiRenno

NOTARY PUBLIC

