

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X

JAMES McLUCAS,

Plaintiff,

- against -

MAUREEN A. BUCKLEY,

Defendant.

-----X

Index No.:

SUMMONS

Plaintiff Designates
Westchester County
as Place of Trial

Basis of Venue:
Defendant's Residence:
Mount Kisco, New York
County of Westchester

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action, and to serve a copy of your Answer on the Plaintiff's attorney(s) within twenty (20) days after the service of this Summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service where service is made in any other manner. 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: Carmel, New York
January 21, 2015

Yours, etc.

THE LAW FIRM OF WILLIAM G. SAYEGH, P.C.

By: Robert A. Weis, Esq.
Attorneys for Plaintiff
65 Gleneida Avenue
Carmel, New York 10512
(845) 228-4200

TO: MAUREEN A. BUCKLEY
Defendant
100 Diplomat Drive, Apt. 3H
Mount Kisco, NY 10549

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X

JAMES McLUCAS,

Index No.:

Plaintiff,

VERIFIED
COMPLAINT

-against-

MAUREEN A. BUCKLEY,

Defendant.

-----X

Plaintiff, JAMES McLUCAS, by his attorneys, THE LAW FIRM OF WILLIAM G. SAYEGH, P.C., complaining of the Defendant, MAUREEN A. BUCKLEY, respectfully alleges as follows:

NATURE OF THE ACTION

1. This is an action for breach of an express agreement containing explicit confidentiality provisions. Plaintiff is also seeking permanent injunctive relief because Defendant, in violation of her contractual obligations to Plaintiff, has actively created irreparable damage to Plaintiff's current and future prospects of obtaining employment.

PARTIES

2. At all times herein mentioned, Plaintiff, JAMES McLUCAS, was and is an individual residing in the State of New York in Staatsburg, NY 12588.

3. At all times hereinafter mentioned, Plaintiff, JAMES McLUCAS, was and is a catholic priest.

4. Defendant, MAUREEN A. BUCKLEY was formerly known as Maureen Nysewander.

5. At all times hereinafter mentioned, Defendant, MAUREEN A. BUCKLEY was and still is an individual residing in the State of New York at Mount Kisco, New York 10549.

BACKGROUND

6. On or about July 16, 2012, the Defendant, MAUREEN A. BUCKLEY, commenced a lawsuit in the Supreme Court of the State of New York in the County of New York against the Plaintiff herein (hereinafter to be referred to as “the Action”).

7. On or about September 23, 2013, all parties to the Action entered into a Confidential Settlement Agreement and Release (hereinafter to be referred to as “the Agreement”) that was not filed with the Court.

8. The Agreement provided for the discontinuance of the Action with prejudice.

9. The Agreement provided that the Defendants disputed the validity of the claims asserted by the Plaintiff in the Action.

10. The Agreement was to remain forever confidential and was not to be introduced in any proceeding except to establish conclusively the settlement and release of the matters described therein or to claim a breach of the Agreement.

11. Plaintiff will avoid disclosure of the confidential Agreement through the vehicle of the instant complaint, but nonetheless provides that the Agreement affirmatively states in relevant part that “the Parties agree to keep the allegations made in the Action and the terms of this Agreement strictly 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...”

12. The Agreement also states 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 allegation 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...”

13. The Agreement has been breached by the Defendant as the allegations made in and information relating to the Action were disclosed to several third parties and has thereby caused severe and irreparable injury to the Plaintiff.

14. At all times hereinafter mentioned, the Plaintiff was rendering full time clerical services at the Monastery of Jesus Mary & Joseph (hereinafter referred to as “the Monastery”) located in Elysberg, Pennsylvania.

15. As a result of the Defendant’s breach of the Agreement, Plaintiff lost the engagement to render clerical services at the Monastery.

16. As a result of the Defendant’s breach of the Agreement Plaintiff was caused and will continue to be caused economic damages.

17. The Monastery at all times relevant herein, employed two caretakers, Mary Bauer and Thomas Bauer.

18. The caretakers have a daughter, Catherine Bauer, who came to visit her parents on or about October, 2014.

19. In October 2014, the Plaintiff disclosed the allegations in the Action and discussed the Action and the settlement (hereinafter “confidential information”) to and with Catherine Bauer.

20. In October 2014, the Plaintiff disclosed confidential information to Mary Bauer.

21. Upon information and belief, in October 2014, Mary Bauer disclosed confidential information to other third parties.

22. As a consequence of the Defendant’s disclosure of the confidential information, on October 23, 2014, the Plaintiff’s position at the Monastery was terminated.

23. As a consequence of the Defendant’s disclosure of confidential information, on October 23, 2014, the Plaintiff was forced to leave his residence at the Monastery.

24. Upon information and belief, the Defendant, who has breached the Agreement as described above, having shown no respect for the terms of the Agreement is likely to disclose confidential information in the future.

AS AND FOR A FIRST CAUSE OF ACTION

25. Plaintiff repeats and realleges each and every allegation contained in paragraphs “1” through “24” hereof, as if fully set forth herein.

26. Defendant entered into a valid and binding Settlement Agreement and Release in the Agreement containing explicit confidentiality provisions, with the Plaintiff on or about September 23, 2013.

27. Notwithstanding the Defendant’s express obligation in the Agreement to forever refrain from disclosure of confidential information, the Defendant breached the terms of the Agreement by disclosing confidential information.

28. The Defendant’s breach of the Agreement was willful and deliberate, and in utter and complete disregard for the clear terms set forth in the Agreement.

29. As a result of the Defendant’s breach of contract, Plaintiff lost his employment, room and board, and potential future employment.

30. Defendant’s breach of the Agreement has caused the Plaintiff to sustain emotional and economic injuries.

31. Plaintiff has been caused to incur attorney’s fees which are recoverable pursuant to the terms of the Agreement.

32. Defendant’s actions were willful, wanton, outrageous, and in conscious disregard of Plaintiff’s rights in the Agreement.

33. As a result of the foregoing, the Plaintiff has suffered damages in sum that exceeds the jurisdictional limits of all lower courts.

AS AND FOR A SECOND CAUSE OF ACTION

34. Plaintiff repeats and realleges each and every allegation contained in paragraphs “1” through “33” hereof, as if fully set forth herein.

35. The Defendant’s conduct has resulted in irreparable damage to the Plaintiff with specific regard to Plaintiff’s employment at the Monastery and the ability to obtain employment in the future.

36. The Defendant’s blatant conduct in disclosing confidential information to multiple parties notwithstanding a prior express agreement to refrain from doing so suggests that Defendant is likely to do so again in the future.

37. Plaintiff has no adequate remedy at law.

38. Plaintiff has made no prior application with this or any other Court seeking similar relief.

39. By the reason of the foregoing, the Defendant, and all persons acting in concert with the Defendant or at the Defendant’s direction and control, directly or indirectly, should be permanently enjoined from: (1) advising, assisting or participating in any efforts of the Defendant to continue to cause irreparable injuries to the Plaintiff; and (2) disclosing any and all confidential information.

40. Plaintiff should be granted an order permanently enjoining the Defendant, and all persons acting in concert with the Defendant or at the Defendant’s direction and control, directly or indirectly from: (1) advising, assisting or participating in any efforts of the Defendant to disclose confidential information; and (2) from disclosing any and all confidential information.

WHEREFORE, Plaintiff demands judgment against the Defendant, MAUREEN A.

BUCKLEY as follows:

- a) Compensatory damages caused by Defendant's violation of the Confidential Agreement, in the amount of two hundred fifty thousand (\$250,000.00) dollars;
- b) Punitive damages to be determined upon the trial of this action, in an amount that would address the willful, wanton and reckless misconduct alleged in this Complaint to effectively deter Defendant and others from similar behavior in the future, in amount of five hundred thousand (\$500,000.00) dollars;
- c) A permanent injunction enjoining the Defendant, and all persons acting in concert with the Defendant, or at the Defendant's direction and control, directly or indirectly from: (1) advising, assisting or participating in any efforts of the Defendant to continue to cause irreparable injuries to the Plaintiff; and (2) disclosing any and all confidential information contained in the Agreement; and
- d) Attorneys' fees and the costs and disbursements of this action and such other further relief as to the Court may deem just, necessary and proper.

Dated: Carmel, New York
January 21, 2015

Yours, etc.

THE LAW FIRM OF WILLIAM G. SAYEGH, P.C.

By: Robert A. Weis, Esq.
Attorneys for Plaintiff
65 Gleneida Avenue
Carmel, NY 10512
(845) 228-4200


ATTORNEY VERIFICATION

I, ROBERT A. WEIS, ESQ., an attorney admitted to practice in the Courts of the State of New York, hereby affirms:

That Affirmant is a member of THE LAW FIRM OF WILLIAM G. SAYEGH, P.C., the attorneys of record for the Plaintiff in this action; that Affirmant has read the foregoing Verified Complaint and knows the contents thereof; that the same is true to Affirmant's own knowledge, except as to the matters therein stated to be alleged on information or belief, and that as to those matters, Affirmant believes to be true. Affirmant further states that the reason this Verification is made by Affirmant and not by the Plaintiff is that said Plaintiff does not reside or have an office in Putnam County wherein Affirmant maintains offices.

The undersigned affirms that the foregoing statements are true under the penalties of perjury.

Dated: Carmel, New York
January 21, 2015


ROBERT A. WEIS

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

Index No.:

JAMES McLUCAS,

Plaintiff,

-against-

MAUREEN A. BUCKLEY,

Defendant.

SUMMONS AND VERIFIED COMPLAINT

THE LAW FIRM OF WILLIAM G. SAYEGH, P.C.

Attorneys for Plaintiffs

Office and P.O. Address

65 Gleneida Avenue

Carmel, NY 10512

(845) 228-4200 Telephone; (845) 230-7918 Fax

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certify that upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: January 21, 2015



ROBERT A. WEIS, ESQ.

PLEASE TAKE NOTICE

_____ that the within is a (certified) true copy of a
entered in the office of the clerk of the within named Court on _____ 2015.
_____ that an Order of which the within is a true copy will be presented for settlement to the
_____ one of the judges of the within named Court
on the _____ day of _____, 2015.

Dated: _____, 2015

From: THE LAW FIRM OF WILLIAM G. SAYEGH, P.C.
Attorneys for Plaintiff(s)
65 Gleneida Avenue
Carmel, NY 10512
(845) 228-4200

TO: MAUREEN A. BUCKLEY
Defendant