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SUPREME COURT
STATE OF NEW YORK

COUNTY OF MANHATTAN

THOMAS R. O'CALLAGHAN,

F I L E D

COURT CLERK

Plaintiff.

COMPLAINT

vs.

WORLD WRESTLING FEDERATION, CIVIAN SPORTS,
TICKETS, INC./A CIVIAN SPORTS ENTERPRISES, HARRY INDEX NO.:
CARVIN, BILL PHILIPPE AND PAUL BATTAGLIO R.C. NO.:(individually and as employees of the
defendant business entities).

Defendants.

Plaintiff, THOMAS R. O'CALLAGHAN, by his attorney Edward Tade, Esq., and for his complaint alleges as follows:

1. Plaintiff is residing at 31 Belmontoff Avenue,
White Plains, NY 10602.

2. Upon information and belief, defendant Civan
Sports, Inc. ("Civan") is a Delaware corporation
and engaged in its business in the State of New York,
having offices at 257 Third Avenue, New York, New York.

3. Defendant Civan and the WWF (sometimes
referred to herein as the "Corporate Defendants", are
subsidiaries of the "Corporate Defendants".

4. Defendants Civan and the WWF (sometimes
referred to herein as the "Corporate Defendants", are

and at all times herein were engaged in, among other things, supervised professional wrestling, i.e., among other places, New York City.

3. To Information and belief, at all times past and herein defendants Jerry Gervin, Mel Phillips, and Pat Patterson (sometimes referred to herein as the "individual defendants"), were officers or managerial employees for both of the WWF in charge of wrestlers and crews.

4. WWF only paid plaintiff a ring-boy and set up dinner food cost until February 1970. Promises which defendants Gervin and Phillips made to plaintiff that he would have career opportunities as a ring-cumference at the WWF induced plaintiff to leave academic education beyond the high grade and other vocations to pursue career opportunity as offered by the WWF.

5. Plaintiff's duties required him to travel several states per month, usually for extended periods of time, to various exhibition halls in, among other places, New York City.

6. During his tenure with the WWF, plaintiff, like other young employees known to him, endured ~~unending~~ continual harassment in the form of unwholesome, homosexual solicitation by defendants Mel Phillips and Pat Patterson, among others.

7. When plaintiff was beyond the age of 16 and

until the termination of his employment, Phillips would at times attempt such conduct which plaintiff rebuffed.

10. Defendant Terry Garvin also regularly harassed plaintiff by unwelcome, unwanted overtures made to him during the performance of his duties while plaintiff was "on premises" at various venues including those in New York City.

11. On at least two occasions, in or about 1988 and 1989, at the age of 16 and 17 respectively, plaintiff was subjected to intense sexual harassment via unwelcome homosexual invitation by defendant Garvin to engage in homosexual sexual activity with him following matches at which plaintiff had worked.

12. On the day of the second such incident in or about February 1990, and in the presence of Phillips, Garvin informed plaintiff, and plaintiff agreed, that plaintiff was to be promoted to a full-time position as a warehouse manager of a WWT facility, effective immediately.

13. Later in the evening of that same day plaintiff was subjected to overt and insistent homosexual solicitation by defendant Garvin to engage therewith in homosexual activity, which plaintiff rebuffed. Garvin thereafter refused to take plaintiff home until the next morning, when Garvin drove plaintiff to the warehouse.

14. Later that day at the warehouse, when

plaintiff had been working, defendant Phillips informed plaintiff that plaintiff's employment with the SWP was terminated forthwith, pursuant to the order of defendant Garvin.

ii. When plaintiff complained to Phillips that his termination had been brought about solely as the result of his refusal to succumb to Garvin's sexual advances, Phillips concurred in plaintiff's accusation. Defendant Phillips also made clear that the matter was one between plaintiff and Garvin and that Phillips would not intervene.

iii. Plaintiff subsequently pleaded with Garvin for work of any kind. Garvin categorically refused to give him work, although there were many jobs to be done.

iv. Upon information and belief, defendants Garvin, Phillips, and Patterson have openly and with the knowledge of their employers engaged in a widely known pattern of such sexual harassment for a period of at least several years with respect to other employees, many of whom are or were below the age of majority. On information and belief, these actions were known to and condoned by Carter and SWP.

v. The foregoing acts of defendants constitute unlawful sexual harassment and discrimination against plaintiff in violation of New York Executive Law Section 200 and Section 87(2)(b) of the New York City Administrative

Code.

19. The sexual harassment practiced by defendants Phillips, Garvin, and Patterson against plaintiff and the termination of his employment was morally culpable, willful, malicious and intentional, and was carried out by the individual and corporate defendants with knowledge of its illegality.

20. The unlawful harassment of plaintiff, resulting in the termination of his employment and the loss of future employment as a warehouse manager and potentially as a ring announcer, in contemplation of which plaintiff was induced to forego his academic education after the ninth grade and other vocational opportunities in pursuit of a career with the WWP, has caused plaintiff to suffer damages.

21. The harassing and illegal acts of the aforesaid defendants, as set forth above, offended, humiliated and tended to degrade plaintiff and have caused plaintiff to suffer severe mental and emotional damage.

22. The acts of the aforesaid defendants, directed against plaintiff while he was a minor, and the pattern and practice of such behavior by defendants against other minors similarly situated, involved gross, moral turpitude and wanton disregard of the health and safety of a minor, warranting imposition of punitive damages.

AT ADR FOR A SECOND CAUSE OF ACTION

23. On information and belief, on March 13, 1992, plaintiff by his then attorneys, the Jacob D. Fuchsberg Law Firm (the "Fuchsberg Firm"), generated a summons and complaint to Titan containing claims against the defendants herein.

24. On April 8, 1992, plaintiff signed an agreement with Titan (the "Cole/Titan Agreement") which provided, among other things, that Titan would not ask plaintiff to give interviews, make statements, or otherwise appear on behalf of WWF with respect to the circumstances and claims raised in the March 1992 complaint, and that Titan would pay plaintiff the amount of \$55,000 (primarily representing back salary), re-employ plaintiff, and provide plaintiff the opportunity to begin announcing and, if qualified, be given regular rate announcing jobs. Also on April 8, 1992, plaintiff signed a companion agreement among Titan, the Fuchsberg Firm and himself (the "Fuchsberg/Titan/Cole Agreement") which provided, among other things, that Titan would pay the Fuchsberg Firm \$32,575.00 for its fees for representing plaintiff.

25. Titan has not provided plaintiff with any sing
announcing opportunities, and repeatedly has asked
plaintiff to make public comment to deny the substance of
the claims raised in the March 1992 Complaint, thereby
breaching its agreement with plaintiff.

AC AND FOR A THIRD CAUSE OF ACTION

26. Subsequent to March 13, 1992, officials of Titan and WWP summoned plaintiff to their offices and asked him to sign a statement highly critical of plaintiff's brother, who had been criticizing Titan and WWP publicly. The statement contained false allegations about plaintiff's brother.

27. When plaintiff refused the repeated importuning of the officials of Titan and WWP, he attempted to leave the premises. Employees of Titan or WWP (or both) physically prevented plaintiff from leaving the building, refused his request to leave, and forced him to return to the meeting with the Titan and WWP officials.

28. In fear for his safety and in order to secure his own release from confinement, plaintiff signed the statement about his brother.

29. The actions of Titan and WWP constituted a false imprisonment of plaintiff.

WHEREFORE, plaintiff demands judgment in his favor against all defendants in the amount of \$750,000 and punitive damages with respect to his first cause of action, against the corporate defendants in the amount of \$750,000 with respect to his second cause of action, and against the corporate defendants in the amount of \$100,000 with respect to the third cause of action, and for such other relief the court deems proper.

DATED: May 6, 1993

ANTONIO PAGA, ESQ.
Attorney for Plaintiff
1 Hopper Street
Utica, NY 13501

STATE OF NEW YORK)
)
COUNTY OF ONEIDA ,

ANTONIO PAGA being duly sworn, deposes and says:
deponent is the plaintiff in the within action; deponent
has read the foregoing Complaint and know the contents
thereof; the same is true to deponent's own knowledge,
except as to the matters therein stated to be alleged
upon information and belief, and as to those matters
deponent believes it to be true.

Theresa J. P.
Sworn to before me this 6th day of May, 1993.

ANTONIO PAGA
Notary Public

ANTONIO PAGA
Notary Public in the State of New York
Appointed in Oneida County 9/1
My Commission Expires Nov. 30, 1994