

NEW YORK STATE SUPREME COURT
ONONDAGA COUNTY

-----X Index No.: _____

CRAIG BLEAU and R.E.M., Date Filed: _____

Plaintiffs,

SUMMONS

-against-

Plaintiffs designate Onondaga County as the place of trial.

BOY SCOUTS OF AMERICA and LONGHOUSE COUNCIL,

Defendants.

The basis of venue is one defendant's residence.

-----X

Child Victims Act Proceeding
22 NYCRR 202.72

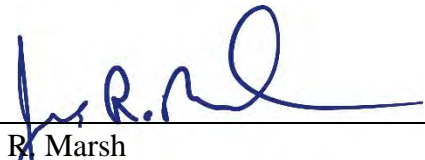
TO THE ABOVE NAMED DEFENDANTS:

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 plaintiffs' attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 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.

Dated: August 14, 2019

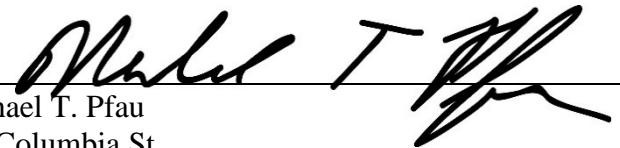
Respectfully Yours,

MARSH LAW FIRM PLLC

By  _____
James R. Marsh
151 East Post Road, Suite 102
White Plains, NY 10601-5210
Phone: 929-232-3235
jamesmarsh@marsh.law

Jennifer Freeman
151 East Post Road, Suite 102
White Plains, NY 10601-5210
Phone: 929-232-3128
jenniferfreeman@marsh.law

PFAU COCHRAN VERTETIS AMALA PLLC

By 
Michael T. Pfau
403 Columbia St.
Suite 500
Seattle, WA 98104
Phone: 206-462-4335
michael@pcvalaw.com
Pro hac vice forthcoming

Jason P. Amala
403 Columbia St.
Suite 500
Seattle, WA 98104
Phone: 206-462-4339
jason@pcvalaw.com
Pro hac vice forthcoming

Anelga Doumanian
403 Columbia St.
Suite 500
Seattle, WA 98104
Phone: 206-451-8260
adoumanian@pcvalaw.com

Attorneys for Plaintiffs

NEW YORK STATE SUPREME COURT
ONONDAGA COUNTY

-----X

Index No.: _____/___

CRAIG BLEAU and R.E.M.,

COMPLAINT

Plaintiffs,

-against-

Child Victims Act Proceeding
22 NYCRR 202.72

BOY SCOUTS OF AMERICA and LONGHOUSE
COUNCIL,

Defendants.

Plaintiffs, by and through their attorneys, the Marsh Law Firm PLLC and Pfau Cochran Vertetis Amala PLLC, respectfully allege for their complaint the following:

I. INTRODUCTION

1. Starting in the early 1900s, the Boy Scouts of America (“BSA”) knew that its Scout leaders, volunteers, and members were using their positions to groom and to sexually abuse children. By 1935, the Chief Scout Executive of the BSA told the New York Times that almost 1,000 men had already been removed from Scouting because they “undertake to deal with sex matters and become morbid on the subject and sometimes give way to temptation and develop practices which make them degenerates.”

2. The BSA refers to its internal files on such men as its “perversion” files. Since that 1935 report in the New York Times, the BSA has tried to keep the “perversion” files a secret. Even worse, for many years the BSA had a policy of destroying “perversion” files even though the files could have helped the BSA understand how so many sexual predators were able to use its Scouting program to groom and to sexually abuse children.

3. The BSA has largely succeeded in keeping the “perversion” files hidden from the public, including Scouts and their parents. While not much is known about the files after 1985, the

files that were not destroyed show that the BSA created at least 1,123 “perversion” files between 1965 and 1985 – an average of more than one new “perversion” file a week.

4. While the sheer number of Scout leaders who have been accused of molesting children is striking, particularly given the large percentage that either pled guilty or were found guilty, the number of their victims is overwhelming. Many of the files reflect Scout leaders who allegedly abused multiple children, sometimes more than twenty or thirty children.

5. The BSA refuses to voluntarily release the rest of its “perversion” files, but its own liability expert in another case testified that the files from 1944 through 2016 contain the names of 7,819 Scout leaders and volunteers who have been accused of child sexual abuse. If each accused Scout leader and volunteer abused five children, which is likely a conservative number, the total number of their victims would be close to 40,000.

6. Despite decades’ of knowledge that its Scouting program was a magnet for child molesters, the BSA failed to take reasonable steps to protect children from being sexually abused.

7. Even worse, the BSA actively concealed the widespread sexual abuse of young boys that occurred as a direct result of its supposedly “safe” program and “trustworthy” Scout leaders and volunteers. For example, in 1972, the Boy Scout Executive who oversaw the “perversion” files asked the other Scout Executives to keep the files confidential “because of the misunderstandings which could develop” if the public learned of the files.

8. Based on the BSA's wrongful conduct, a reasonable person could and would conclude that it knowingly and recklessly disregarded the abuse of children and chose to protect its reputation and wealth over those who deserved protection. The result is not surprising: for decades thousands of children were sexually abused by Boy Scout leaders, volunteers, and

members. The plaintiffs in this lawsuit are some of those children who were sexually abused because of the BSA's wrongful conduct.

II. PROCEEDING IN ACCORDANCE WITH CPLR 214-G AND 22 NYCRR 202.72

9. This complaint is filed pursuant to the Child Victims Act (CVA) 2019 Sess. Law News of N.Y. Ch. 11 (S. 2440), CPLR 214-G, and 22 NYCRR 202.72. The CVA opened a historic one-year one-time window for victims and survivors of childhood sexual abuse in the State of New York to pursue lapsed claims. Prior to the passage of the CVA, each plaintiff's claims were time-barred the day they turned 22 years old. The enactment of the CVA allows plaintiffs, for the first time in their lives, to pursue restorative justice in New York State.

III. PARTIES

10. Upon information and belief, the BSA is a Texas corporation authorized to do business in New York with its principal office in Irving, Texas.

11. Upon information and belief, at all relevant times the BSA conducted business as the "Boy Scouts of America" or the "Boy Scouts."

12. Upon information and belief, at all relevant times the BSA authorized local councils and local organizations to charter, sponsor, and operate Boy Scout Troops, Cub Scout Troops, and other types of Troops throughout New York, including the Troop of each plaintiff.

13. The BSA, the local councils, and the local organizations would collectively select the leaders and volunteers of each Boy Scout Troop and Cub Scout Troop in New York, including the leaders and volunteers of the Troop of each plaintiff.

14. However, the BSA retained and exercised the ultimate authority to decide who could be a leader or volunteer of any Boy Scout Troop or Cub Scout Troop, including the leaders and volunteers of the Troop of each plaintiff when they were sexually abused.

15. The BSA also had the right to control the means and manner of the staffing, operation, and oversight of any Boy Scout Troop, Cub Scout Troop, or other type of Troop, including the Troop of each plaintiff when they were sexually abused.

16. In exchange for BSA's name, programming, and endorsement, the leaders, volunteers, and members of every Boy Scout Troop, Cub Scout Troop, or other Troop affiliated with the BSA in the United States, including New York, would pay the BSA an annual membership fee, including the leaders, volunteers, and members of each plaintiff's Troop when they were sexually abused.

17. In exchange for the opportunity to participate in the BSA's programming and activities, the child members of every Boy Scout Troop, Cub Scout Troop, and other Troop affiliated with the BSA in the United States, including those in New York, would pay the BSA an annual membership fee, including each plaintiff when they were a child member.

18. Plaintiff Craig Bleau is an adult male who currently resides in Watertown, New York.

19. Upon information and belief, Scoutmaster Richard Allen Condlin ("Condlin") was a Boy Scout leader or volunteer that the BSA used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff Craig Bleau's Boy Scout Troop.

20. During the time that Condlin served as a Boy Scout leader or volunteer for the BSA, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse plaintiff Craig Bleau.

21. To the extent that the BSA was a different entity, corporation, or organization during the period of time in which Condlin used his position as a Boy Scout leader or volunteer to

sexually abuse plaintiff Craig Bleau, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

22. To the extent the BSA is a successor to a different entity, corporation, or organization which existed during the period of time during which Condlin used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff Craig Bleau, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

23. All such BSA-related entities, corporations, or organizations are collectively referred to herein as the “BSA.”

24. Upon information and belief, at all relevant times defendant the Longhouse Council, Boy Scouts of America (“Longhouse Council”), was a New York corporation organized under New York law that transacted business in Onondaga County.

25. Upon information and belief, the Longhouse Council is currently a corporation organized under New York law with its principal office in Syracuse, New York.

26. Upon information and belief, at all relevant times the Longhouse Council was a local council of the BSA that acted as an agent of the BSA as to the Boy Scout Troops, Cub Scout Troops, and other Troops under its jurisdiction within the BSA, including the Boy Scout Troop of plaintiff Craig Bleau when he was sexually abused by Scoutmaster Richard Allen Condlin.

27. Upon information and belief, at all relevant times the Longhouse Council conducted business as the “Longhouse Council.”

28. Upon information and belief, Scoutmaster Richard Allen Condlin was a Boy Scout leader or volunteer that the Longhouse Council used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff Craig Bleau’s Boy Scout Troop.

29. During the time that Condlin served as a Boy Scout leader or volunteer for the Longhouse Council, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse plaintiff Craig Bleau.

30. To the extent that the Longhouse Council was a different entity, corporation, or organization during the period of time in which Condlin used his position as a Boy Scout leader to sexually abuse plaintiff Craig Bleau, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

31. To the extent the Longhouse Council is a successor to a different entity, corporation, or organization which existed during the period of time during which Condlin used his position as a Boy Scout leader to sexually abuse plaintiff Craig Bleau, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

32. All such Longhouse Council-related entities, corporations, or organizations are collectively referred to herein as the "Longhouse Council."

33. Upon information and belief, at all relevant times the BSA and the Longhouse Council owned and operated Camp Vigor, located in or around St. Lawrence County, and they hired, supervised, and retained the staff, leaders, and volunteers who operated, coordinated, and supervised the camp.

34. Upon information and belief, the BSA and the Longhouse Council used the camp to promote and benefit their Scouting program, including during the times that plaintiff Craig Bleau attended the camp and was sexually abused at the camp, and both defendants generated revenue from the camp operations, including fees paid by Craig and his family so he could attend the camp and participate in its activities.

35. Plaintiff R.E.M. is an adult male who currently resides in Carrolton, Virginia.

36. While he was a minor, plaintiff R.E.M. was a victim of one or more criminal sex acts in the State of New York. Since such criminal violation is the basis for this action, plaintiff R.E.M. is entitled to the protection of Civil Rights Law 50-b and will file a motion asking this Court for permission to proceed using a pseudonym.

37. In the alternative, plaintiff R.E.M. will seek a stipulation from the defendants agreeing to enter into a protective order which will ensure that his identity is protected from the public while allowing the defendants full access to information necessary for their defense.

38. Upon information and belief, Scoutmaster John Brown (“Brown”) was a Boy Scout leader or volunteer that the BSA used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff R.E.M.’s Boy Scout Troop.

39. During the time that Brown served as a Boy Scout leader or volunteer for the BSA, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse plaintiff R.E.M.

40. To the extent that the BSA was a different entity, corporation, or organization during the period of time in which Brown used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff R.E.M., such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

41. To the extent the BSA is a successor to a different entity, corporation, or organization which existed during the period of time during which Brown used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff R.E.M., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

42. All such BSA-related entities, corporations, or organizations are collectively referred to herein as the “BSA.”

43. Upon information and belief, at all relevant times the Longhouse Council was a local council of the BSA that acted as an agent of the BSA as to the Boy Scout Troops, Cub Scout Troops, and other Troops under its jurisdiction within the BSA, including the Boy Scout Troop of plaintiff R.E.M. when he was sexually abused by Scoutmaster John Brown.

44. Upon information and belief, Scoutmaster John Brown was a Boy Scout leader or volunteer that the Longhouse Council used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff R.E.M.'s Boy Scout Troop.

45. During the time that Brown served as a Boy Scout leader or volunteer for the Longhouse Council, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse plaintiff R.E.M.

46. To the extent that the Longhouse Council was a different entity, corporation, or organization during the period of time in which Brown used his position as a Boy Scout leader to sexually abuse plaintiff R.E.M., such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

47. To the extent the Longhouse Council is a successor to a different entity, corporation, or organization which existed during the period of time during which Brown used his position as a Boy Scout leader to sexually abuse plaintiff R.E.M., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

48. All such Longhouse Council-related entities, corporations, or organizations are collectively referred to herein as the "Longhouse Council."

IV. VENUE

49. Venue is proper because the Longhouse Council is a domestic corporation authorized to transact business in New York with its principal office located in Syracuse, New York.

50. Venue is proper because Onondaga is the county in which a substantial part of the events or omissions giving rise to each plaintiff's claim occurred.

V. STATEMENT OF FACTS AS TO PLAINTIFF CRAIG BLEAU

51. Plaintiff Craig Bleau repeats and re-alleges the allegations regarding the BSA and the Longhouse Council from the "Introduction" and the "Parties" sections, above, including the fact that the BSA knew for decades that Scout leaders and volunteers were using their positions to groom and to sexually abuse children throughout New York.

52. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the Longhouse Council, including the Boy Scout Troops, Cub Scout Troops, and other Troops in the geographic area that the BSA assigned to the Longhouse Council.

53. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the Longhouse Council, and held out to the public its agents, servants, and employees as those who managed, maintained, operated, and controlled the Longhouse Council.

54. Upon information and belief, at all relevant times the BSA was responsible for the hiring and staffing, and did the hiring and staffing, for many of the leadership positions of the Longhouse Council, including those positions that were responsible for ensuring that plaintiff Craig Bleau and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

55. Upon information and belief, at all relevant times the BSA was responsible for and did the recruitment and staffing of volunteers for the Longhouse Council, including those positions that were responsible for ensuring that plaintiff Craig Bleau and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

56. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the Longhouse Council, including any policies and procedures regarding the danger of Scouts being sexually abused by Scout leaders or volunteers and how to protect children from that danger.

57. Upon information and belief, at all relevant times the BSA held itself out to the public as the owner of the Longhouse Council.

58. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the Longhouse Council, including the services of Scoutmaster Richard Allen Condlin and the services of those who managed and supervised Condlin.

59. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff Craig Bleau belonged to when he was sexually abused by Scoutmaster Richard Allen Condlin, including its leaders and volunteers.

60. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff Craig Bleau belonged to when he was sexually abused by Scoutmaster Richard Allen Condlin, including its policies and procedures requiring the sexual abuse of children.

61. Upon information and belief, at all relevant times the Longhouse Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troops, Cub Scout Troops, and other Troops in the geographic area of New York that it was assigned by the BSA, including the Boy Scout Troop that plaintiff Craig Bleau belonged to when he was sexually abused by Scoutmaster Richard Allen Condlin.

62. Upon information and belief, at all relevant times the Longhouse Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff Craig Bleau belonged to when he was sexually abused by Scoutmaster Richard Allen Condlin, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

63. Upon information and belief, at all relevant times the Longhouse Council was responsible for the hiring and staffing, and did the hiring and staffing, for many of the leadership positions of the Boy Scout Troop that plaintiff Craig Bleau belonged to when he was sexually abused by Scoutmaster Richard Allen Condlin.

64. Upon information and belief, at all relevant times the Longhouse Council was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff Craig Bleau belonged to when he was sexually abused by Scoutmaster Richard Allen Condlin.

65. Upon information and belief, at all relevant times the Longhouse Council held itself out to the public as the owner of the Boy Scout Troop that plaintiff Craig Bleau belonged to when he was sexually abused by Scoutmaster Richard Allen Condlin.

66. Upon information and belief, at all relevant times the Longhouse Council materially benefited from the operation of the Boy Scout Troop that plaintiff Craig Bleau belonged to when he was sexually abused by Scoutmaster Richard Allen Condlin, including the services of Scoutmaster Richard Allen Condlin and the services of those who managed and supervised Condlin.

67. Upon information and belief, at all relevant times the Longhouse Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout

Troop that plaintiff Craig Bleau belonged to when he was sexually abused by Scoutmaster Richard Allen Condlin, including its leaders and volunteers.

68. Upon information and belief, at all relevant times the Longhouse Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff Craig Bleau belonged to when he was sexually abused by Scoutmaster Richard Allen Condlin, including its policies and procedures requiring the sexual abuse of children.

69. Upon information and belief, at all relevant times Condlin was a Scoutmaster of the BSA.

70. Upon information and belief, at all relevant times Condlin was on the staff of, acted as an agent of, or served as an employee or volunteer of the BSA.

71. Upon information and belief, at all relevant times Condlin was acting in the course and scope of his position with the BSA.

72. Upon information and belief, at all relevant times Condlin was a Scoutmaster of the Longhouse Council.

73. Upon information and belief, at all relevant times Condlin was on the staff of, was an agent of, or served as an employee or volunteer of the Longhouse Council.

74. Upon information and belief, at all relevant times Condlin was acting in the course and scope of his position with the Longhouse Council.

75. When plaintiff Craig Bleau was a minor, he registered with the BSA and the Longhouse Council and paid them a fee to participate as a member of one of their Boy Scout Troops, to go on their camping trips, and to attend their Jamboree activities.

76. At all relevant times, the BSA and the Longhouse Council, their agents, servants, and employees, held Condlin out to the public, to Craig, and to his parents, as their agent.

77. At all relevant times, the BSA and the Longhouse Council, their agents, servants, and employees, held Condlin out to the public, to Craig, and to his parents, as having been vetted, screened, and approved by those defendants.

78. At all relevant times, Craig and his parents reasonably relied upon the acts and representations of the BSA and the Longhouse Council, their agents, servants, and employees, and reasonably believed that Condlin was an agent of those defendants who was vetted, screened, and approved by those defendants.

79. At all relevant times, Craig and his parents trusted Condlin because the BSA and the Longhouse Council held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Craig.

80. At all relevant times, Craig and his parents believed that the BSA and the Longhouse Council would exercise such care as would a parent of ordinary prudence in comparable circumstances when those defendants assumed supervision, care, custody, and control of Craig.

81. When Craig was a minor, Scoutmaster Richard Allen Condlin sexually abused him when Condlin was his Scoutmaster.

82. Craig was sexually abused by Condlin when Craig was approximately 9 to 11 years old.

83. Based on the representations of the BSA and the Longhouse Council that Condlin was safe and trustworthy, Craig and his parents allowed Craig to be under the supervision of, and in the care, custody, and control of, the BSA and the Longhouse Council, including during the times when Craig was sexually abused by Condlin.

84. Based on the representations of the BSA and the Longhouse Council that Condlin was safe and trustworthy, Craig and his parents allowed Craig to be under the supervision of, and in the care, custody, and control of, Condlin, including during the times when Craig was sexually abused by Condlin.

85. Neither Craig nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, the BSA, the Longhouse Council, or Condlin if the BSA or the Longhouse Council had disclosed to Craig or his parents that Condlin was not safe and was not trustworthy, and that he in fact posed a danger to Craig in that Condlin was likely to sexually abuse Craig.

86. Neither Craig nor his parents would have paid the BSA or the Longhouse Council to allow him to be a member of their Boy Scout Troop if the BSA or the Longhouse Council had disclosed to Craig or his parents that Condlin was not safe and was not trustworthy, and that he in fact posed a danger to Craig in that Condlin was likely to sexually abuse Craig.

87. Neither Craig nor his parents would have paid the BSA or the Longhouse Council to allow him to be a member of their Boy Scout Troop if the BSA or the Longhouse Council had disclosed to Craig or his parents that the BSA knew for decades that hundreds or thousands of sexual predators, like Condlin, were using their position as a Scout leader or volunteer to groom and to sexually abuse children.

88. No parent of ordinary prudence in comparable circumstances would have allowed Craig to be under the supervision of, or in the care, custody, or control of, the BSA, the Longhouse Council, or Condlin if the BSA or the Longhouse Council had disclosed to Craig or his parents that Condlin was not safe and was not trustworthy, and that he in fact posed a danger to Craig in that Condlin was likely to sexually abuse him.

89. From approximately 1978 through 1980, Condlin exploited the trust and authority vested in him by the BSA and the Longhouse Council by grooming Craig to gain his trust and to obtain control over him as part of Condlin's plan to sexually molest and abuse Craig and other children, including those who participated in the Scouting program offered by the BSA and the Longhouse Council.

90. Condlin used his position of trust and authority as a Scoutmaster of the BSA and of the Longhouse Council to groom Craig and to sexually abuse him multiple times, including during camping trips at Camp Vigor and at Jamboree when Craig was under the supervision of, and in the care, custody, or control of, the BSA, the Longhouse Council, and Condlin.

91. At certain times, Condlin's sexual abuse of Craig occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and the Longhouse Council, including Scout camping trips at Camp Vigor, Boy Scout Jamboree, and Troop merit badge projects,

92. Upon information and belief, prior to the times mentioned herein, Condlin was a known sexual abuser of children.

93. Upon information and belief, at all relevant times, defendants, their agents, servants, and employees, knew or should have known that Condlin was a known sexual abuser of children.

94. Upon information and belief, at all relevant times, it was reasonably foreseeable to defendants, their agents, servants, and employees that Condlin's sexual abuse of children would likely result in injury to others, including the sexual abuse of Craig and other children by Condlin.

95. Upon information and belief, at certain times between 1978 and 1980, defendants, their agents, servants, and employees knew or should have known that Condlin was sexually abusing Craig and other children at Longhouse Council and elsewhere.

96. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Condlin of Craig was ongoing.

97. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, knew or should have known before and during Condlin's sexual abuse of Craig that Scout leaders, volunteers, and other persons serving the BSA and the Longhouse Council had used their positions with those defendants to groom and to sexually abuse children.

98. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, knew or should have known before and during Condlin's sexual abuse of Craig that such Scout leaders, volunteers, and other persons could not be "cured" through treatment or counseling.

99. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, concealed the sexual abuse of children by Condlin in order to conceal their own bad acts in failing to protect children from him, to protect their reputation, and to prevent victims of such sexual abuse by him and other Scout leaders and volunteers from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that Condlin and other abusers in their ranks would continue to molest children.

100. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Condlin would use his position with the defendants to sexually abuse children, including Craig.

101. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, disregarded their knowledge that Condlin would use his position with them to sexually abuse children, including Craig.

102. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, acted in concert with each other or with Condlin to conceal the danger that Condlin posed to children, including Craig, so that Condlin could continue serving them despite their knowledge of that danger.

103. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including Craig, and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

104. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, concealed the sexual abuse of children by Scout leaders, volunteers, and other persons serving the BSA and the Longhouse Council in order to conceal their own bad acts in failing to protect children from being abused, to protect their reputation, and to prevent victims of such sexual abuse from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that those Scout leaders, volunteers, and other persons would continue to molest children.

105. By reason of the wrongful acts of the BSA and the Longhouse Council as detailed herein, Craig sustained physical and psychological injuries, including but not limited to, severe emotional and psychological distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, physical pain and mental

anguish, and emotional and psychological damage, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature, and Craig has and/or will become obligated to expend sums of money for treatment.

VI. STATEMENT OF FACTS AS TO PLAINTIFF R.E.M.

106. Plaintiff R.E.M. repeats and re-alleges the allegations regarding the BSA and the Longhouse Council from the “Introduction” and the “Parties” sections, above, including the fact that the BSA knew for decades that Scout leaders and volunteers were using their positions to groom and to sexually abuse children throughout New York.

107. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the Longhouse Council, including the Boy Scout Troops, Cub Scout Troops, and other Troops in the geographic area that the BSA assigned to the Longhouse Council.

108. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the Longhouse Council, and held out to the public its agents, servants, and employees as those who managed, maintained, operated, and controlled the Longhouse Council.

109. Upon information and belief, at all relevant times the BSA was responsible for the hiring and staffing, and did the hiring and staffing, for many of the leadership positions of the Longhouse Council, including those positions that were responsible for ensuring that plaintiff R.E.M. and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

110. Upon information and belief, at all relevant times the BSA was responsible for and did the recruitment and staffing of volunteers for the Longhouse Council, including those positions

that were responsible for ensuring that plaintiff R.E.M. and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

111. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the Longhouse Council, including any policies and procedures regarding the danger of Scouts being sexually abused by Scout leaders or volunteers and how to protect children from that danger.

112. Upon information and belief, at all relevant times the BSA held itself out to the public as the owner of the Longhouse Council.

113. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the Longhouse Council, including the services of Scoutmaster John Brown and the services of those who managed and supervised Brown.

114. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.E.M. belonged to when he was sexually abused by Scoutmaster John Brown, including its leaders and volunteers.

115. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.E.M. belonged to when he was sexually abused by Scoutmaster John Brown, including its policies and procedures requiring the sexual abuse of children.

116. Upon information and belief, at all relevant times the Longhouse Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troops, Cub Scout Troops, and other Troops in the geographic area of New York that it was

assigned by the BSA, including the Boy Scout Troop that plaintiff R.E.M. belonged to when he was sexually abused by Scoutmaster Scoutmasher John Brown.

117. Upon information and belief, at all relevant times the Longhouse Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.E.M. belonged to when he was sexually abused by Scoutmasher John Brown, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

118. Upon information and belief, at all relevant times the Longhouse Council was responsible for the hiring and staffing, and did the hiring and staffing, for many of the leadership positions of the Boy Scout Troop that plaintiff R.E.M. belonged to when he was sexually abused by Scoutmasher John Brown.

119. Upon information and belief, at all relevant times the Longhouse Council was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff R.E.M. belonged to when he was sexually abused by Scoutmasher John Brown.

120. Upon information and belief, at all relevant times the Longhouse Council held itself out to the public as the owner of the Boy Scout Troop that plaintiff R.E.M. belonged to when he was sexually abused by Scoutmasher John Brown.

121. Upon information and belief, at all relevant times the Longhouse Council materially benefited from the operation of the Boy Scout Troop that plaintiff R.E.M. belonged to when he was sexually abused by Scoutmasher John Brown, including the services of Scoutmasher John Brown and the services of those who managed and supervised Brown.

122. Upon information and belief, at all relevant times the Longhouse Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout

Troop that plaintiff R.E.M. belonged to when he was sexually abused by Scoutmaster John Brown, including its leaders and volunteers.

123. Upon information and belief, at all relevant times the Longhouse Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.E.M. belonged to when he was sexually abused by Scoutmaster John Brown, including its policies and procedures requiring the sexual abuse of children.

124. Upon information and belief, at all relevant times Brown was a Scoutmaster of the BSA.

125. Upon information and belief, at all relevant times Brown was on the staff of, acted as an agent of, or served as an employee or volunteer of the BSA.

126. Upon information and belief, at all relevant times Brown was acting in the course and scope of his position with the BSA.

127. Upon information and belief, at all relevant times Brown was a Scoutmaster of the Longhouse Council.

128. Upon information and belief, at all relevant times Brown was on the staff of, was an agent of, or served as an employee or volunteer of the Longhouse Council.

129. Upon information and belief, at all relevant times Brown was acting in the course and scope of his position with the Longhouse Council.

130. When plaintiff R.E.M. was a minor, he registered with the BSA and the Longhouse Council and paid them a fee to participate as a member of one of their Boy Scout Troops and to go on their Scout camping trips.

131. At all relevant times, the BSA and the Longhouse Council, their agents, servants, and employees, held Brown out to the public, to R.E.M., and to his parents, as their agent.

132. At all relevant times, the BSA and the Longhouse Council, their agents, servants, and employees, held Brown out to the public, to R.E.M., and to his parents, as having been vetted, screened, and approved by those defendants.

133. At all relevant times, R.E.M. and his parents reasonably relied upon the acts and representations of the BSA and the Longhouse Council, their agents, servants, and employees, and reasonably believed that Brown was an agent of those defendants who was vetted, screened, and approved by those defendants.

134. At all relevant times, R.E.M. and his parents trusted Brown because the BSA and the Longhouse Council held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of R.E.M.

135. At all relevant times, R.E.M. and his parents believed that the BSA and the Longhouse Council would exercise such care as would a parent of ordinary prudence in comparable circumstances when those defendants assumed supervision, care, custody, and control of R.E.M.

136. When R.E.M. was a minor, Scoutmaster John Brown sexually abused him when Brown was his Scoutmaster.

137. R.E.M. was sexually abused by Brown when R.E.M. was approximately 11 to 14 years old.

138. Based on the representations of the BSA and the Longhouse Council that Brown was safe and trustworthy, R.E.M. and his parents allowed R.E.M. to be under the supervision of, and in the care, custody, and control of, the BSA and the Longhouse Council, including during the times when R.E.M. was sexually abused by Brown.

139. Based on the representations of the BSA and the Longhouse Council that Brown was safe and trustworthy, R.E.M. and his parents allowed R.E.M. to be under the supervision of, and in the care, custody, and control of, Brown, including during the times when R.E.M. was sexually abused by Brown.

140. Neither R.E.M. nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, the BSA, the Longhouse Council, or Brown if the BSA or the Longhouse Council had disclosed to R.E.M. or his parents that Brown was not safe and was not trustworthy, and that he in fact posed a danger to R.E.M. in that Brown was likely to sexually abuse R.E.M.

141. Neither R.E.M. nor his parents would have paid the BSA or the Longhouse Council to allow him to be a member of their Boy Scout Troop if the BSA or the Longhouse Council had disclosed to R.E.M. or his parents that Brown was not safe and was not trustworthy, and that he in fact posed a danger to R.E.M. in that Brown was likely to sexually abuse R.E.M.

142. Neither R.E.M. nor his parents would have paid the BSA or the Longhouse Council to allow him to be a member of their Boy Scout Troop if the BSA or the Longhouse Council had disclosed to R.E.M. or his parents that the BSA knew for decades that hundreds or thousands of sexual predators, like Brown, were using their position as a Scout leader or volunteer to groom and to sexually abuse children.

143. No parent of ordinary prudence in comparable circumstances would have allowed R.E.M. to be under the supervision of, or in the care, custody, or control of, the BSA, the Longhouse Council, or Brown if the BSA or the Longhouse Council had disclosed to R.E.M. or his parents that Brown was not safe and was not trustworthy, and that he in fact posed a danger to R.E.M. in that Brown was likely to sexually abuse him.

144. From approximately 1964 through 1967, Brown exploited the trust and authority vested in him by the BSA and the Longhouse Council by grooming R.E.M. to gain his trust and to obtain control over him as part of Brown's plan to sexually molest and abuse R.E.M. and other children, including those who participated in the Scouting program offered by the BSA and the Longhouse Council.

145. Brown used his position of trust and authority as a Scoutmaster of the BSA and of the Longhouse Council to groom R.E.M. and to sexually abuse him multiple times, including when R.E.M. was under the supervision of, and in the care, custody, or control of, the BSA, the Longhouse Council, and Brown.

146. At certain times, Brown's sexual abuse of R.E.M. occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and the Longhouse Council, including Scout camping trips and Troop merit badge projects.

147. Upon information and belief, prior to the times mentioned herein, Brown was a known sexual abuser of children.

148. Upon information and belief, at all relevant times, defendants, their agents, servants, and employees, knew or should have known that Brown was a known sexual abuser of children.

149. Upon information and belief, at all relevant times, it was reasonably foreseeable to defendants, their agents, servants, and employees that Brown's sexual abuse of children would likely result in injury to others, including the sexual abuse of R.E.M. and other children by Brown.

150. Upon information and belief, at certain times between 1964 and 1967, defendants, their agents, servants, and employees knew or should have known that Brown was sexually abusing R.E.M. and other children at Longhouse Council and elsewhere.

151. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Brown of R.E.M. was ongoing.

152. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, knew or should have known before and during Brown's sexual abuse of R.E.M. that Scout leaders, volunteers, and other persons serving the BSA and the Longhouse Council had used their positions with those defendants to groom and to sexually abuse children.

153. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, knew or should have known before and during Brown's sexual abuse of R.E.M. that such Scout leaders, volunteers, and other persons could not be "cured" through treatment or counseling.

154. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, concealed the sexual abuse of children by Brown in order to conceal their own bad acts in failing to protect children from him, to protect their reputation, and to prevent victims of such sexual abuse by him and other Scout leaders and volunteers from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that Brown and other abusers in their ranks would continue to molest children.

155. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Brown would use his position with the defendants to sexually abuse children, including R.E.M.

156. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, disregarded their knowledge that Brown would use his position with them to sexually abuse children, including R.E.M.

157. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, acted in concert with each other or with Brown to conceal the danger that Brown posed to children, including R.E.M., so that Brown could continue serving them despite their knowledge of that danger.

158. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, knew that their negligent, reckless, and outrageous conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including R.E.M., and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

159. Upon information and belief, the BSA and the Longhouse Council, their agents, servants, and employees, concealed the sexual abuse of children by Scout leaders, volunteers, and other persons serving the BSA and the Longhouse Council in order to conceal their own bad acts in failing to protect children from being abused, to protect their reputation, and to prevent victims of such sexual abuse from coming forward during the extremely limited statute of limitations prior to the enactment of the CVA, despite knowing that those Scout leaders, volunteers, and other persons would continue to molest children.

160. By reason of the wrongful acts of the BSA and the Longhouse Council as detailed herein, R.E.M. sustained physical and psychological injuries, including but not limited to, severe emotional and psychological distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, physical pain and mental anguish, and emotional and psychological damage, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature, and R.E.M. has and/or will become obligated to expend sums of money for treatment.

VII. CAUSES OF ACTION AS TO PLAINTIFF CRAIG BLEAU

A. FIRST CAUSE OF ACTION – NEGLIGENCE

161. Plaintiff Craig Bleau repeats and re-alleges all of his allegations above and below.

162. The BSA and the Longhouse Council had a duty to take reasonable steps to protect plaintiff Craig Bleau, a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

163. The BSA and the Longhouse Council also had a duty to take reasonable steps to prevent Condlin from using the tasks, premises, and instrumentalities of his position as a Scoutmaster with the defendants to target, groom, and sexually abuse children, including Craig.

164. The BSA and the Longhouse Council were supervising Craig, and had care, custody, and control of Craig, when he was a paying member of their Boy Scout Troop or participating in their Scouting activities, including Scout camping trips at Camp Vigor, Boy Scout Jamboree, and Troop merit badge projects, during which time those defendants had a duty to take reasonable steps to protect him.

165. These circumstances created a special relationship between the BSA and Craig, and between the Longhouse Council and Craig, which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

166. The BSA and the Longhouse Council breached each of the foregoing duties by failing to exercise reasonable care to prevent Condlin from harming Craig, including sexually abusing him.

167. In breaching their duties, including hiring, retaining, and failing to supervise Condlin, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Craig, his parents, and other parents of the danger of

sexual abuse, and failing to create a safe and secure environment for Craig and other children who were under their supervision and in their care, custody, and control, the BSA and the Longhouse Council created a risk that Craig would be sexually abused by Condlin. The BSA and the Longhouse Council through their actions and inactions created an environment that placed Craig in danger of unreasonable risks of harm under the circumstances.

168. In breaching their duties, including hiring, retaining, and failing to supervise Condlin, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn Craig, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Craig and other children who were under their supervision and in their care, custody, and control, the BSA and the Longhouse Council acted willfully and with conscious disregard for the need to protect Craig. The BSA and the Longhouse Council through their actions and inactions created an environment that placed Craig in danger of unreasonable risks of harm under the circumstances.

169. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of Craig.

170. As a direct and proximate result of the acts and omissions of the BSA and the Longhouse Council, Condlin groomed and sexually abused Craig, which has caused Craig to suffer general and special damages as more fully described herein.

B. SECOND CAUSE OF ACTION – OUTRAGE AND INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

171. Plaintiff Craig Bleau repeats and re-alleges all of his allegations above and below.

172. The BSA and the Longhouse Council engaged in reckless, extreme, and outrageous conduct by providing Condlin with access to children, including plaintiff Craig Bleau, despite

knowing that he would likely use his position to groom and to sexually abuse them, including Craig. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

173. The BSA and the Longhouse Council engaged in reckless, extreme, and outrageous conduct by representing to Craig and his family that Condlin was safe and trustworthy, and that all Scout leaders and volunteers were safe and trustworthy, despite the fact that these defendants knew that sexual predators, like Condlin, were using their positions in Scouting to groom and to sexually abuse children. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

174. As a result of this reckless, extreme, and outrageous conduct, Condlin used his position with the defendant to gain access to Craig and to sexually abuse him.

175. The BSA and the Longhouse Council knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and Craig did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

VIII. CAUSES OF ACTION AS TO PLAINTIFF R.E.M.

A. FIRST CAUSE OF ACTION – NEGLIGENCE

176. Plaintiff R.E.M. repeats and re-alleges all of his allegations above and below.

177. The BSA and the Longhouse Council had a duty to take reasonable steps to protect plaintiff R.E.M., a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

178. The BSA and the Longhouse Council also had a duty to take reasonable steps to prevent Brown from using the tasks, premises, and instrumentalities of his position as a Scoutmaster with the defendants to target, groom, and sexually abuse children, including R.E.M.

179. The BSA and the Longhouse Council were supervising R.E.M., and had care, custody, and control of R.E.M., when he was a paying member of their Boy Scout Troop or participating in their Scouting activities, including Scout camping trips and Troop merit badge projects, during which time those defendants had a duty to take reasonable steps to protect him.

180. These circumstances created a special relationship between the BSA and R.E.M., and between the Longhouse Council and R.E.M., which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

181. The BSA and the Longhouse Council breached each of the foregoing duties by failing to exercise reasonable care to prevent Brown from harming R.E.M., including sexually abusing him.

182. In breaching their duties, including hiring, retaining, and failing to supervise Brown, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn R.E.M., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for R.E.M. and other children who were under their supervision and in their care, custody, and control, the BSA and the Longhouse Council created a risk that R.E.M. would be sexually abused by Brown. The BSA and the Longhouse Council through their actions and inactions created an environment that placed R.E.M. in danger of unreasonable risks of harm under the circumstances.

183. In breaching their duties, including hiring, retaining, and failing to supervise Brown, giving him access to children, entrusting their tasks, premises, and instrumentalities to him, failing to train their personnel in the signs of sexual predation and to protect children from sexual abuse and other harm, failing to warn R.E.M., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for R.E.M. and other children who were under their supervision and in their care, custody, and control, the BSA and the Longhouse Council acted willfully and with conscious disregard for the need to protect R.E.M. The BSA and the Longhouse Council through their actions and inactions created an environment that placed R.E.M. in danger of unreasonable risks of harm under the circumstances.

184. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of R.E.M.

185. As a direct and proximate result of the acts and omissions of the BSA and the Longhouse Council, Brown groomed and sexually abused R.E.M., which has caused R.E.M. to suffer general and special damages as more fully described herein.

B. SECOND CAUSE OF ACTION – OUTRAGE AND INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

186. Plaintiff R.E.M. repeats and re-alleges all of his allegations above and below.

187. The BSA and the Longhouse Council engaged in reckless, extreme, and outrageous conduct by providing Brown with access to children, including plaintiff R.E.M., despite knowing that he would likely use his position to groom and to sexually abuse them, including R.E.M. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

188. The BSA and the Longhouse Council engaged in reckless, extreme, and outrageous conduct by representing to R.E.M. and his family that Brown was safe and trustworthy, and that all Scout leaders and volunteers were safe and trustworthy, despite the fact that these defendants knew that sexual predators, like Brown, were using their positions in Scouting to groom and to sexually abuse children. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

189. As a result of this reckless, extreme, and outrageous conduct, Brown used his position with the defendant to gain access to R.E.M. and to sexually abuse him.

190. The BSA and the Longhouse Council knew that this reckless, extreme and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and R.E.M. did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

IX. CPLR 1603 – NO APPORTIONMENT OF LIABILITY

191. Pursuant to CPLR 1603, the foregoing causes of action are exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(2), CPLR 1602(5), 1602(7) and 1602(11), thus precluding defendants from limiting their liability by apportioning some portion of liability to any joint tortfeasor.

X. PRAYER FOR RELIEF

192. The plaintiffs demand judgment against the defendants named in their causes of action, together with compensatory and punitive damages to be determined at trial, and the interest, cost and disbursements pursuant to their causes of action, and such other and further relief as the Court deems just and proper.

193. The plaintiffs specifically reserve the right to pursue additional causes of action, other than those outlined above, that are supported by the facts pleaded or that may be supported by other facts learned in discovery.

Dated: August 14, 2019

Respectfully Yours,

MARSH LAW FIRM PLLC

By 

James R. Marsh
151 East Post Road, Suite 102
White Plains, NY 10601-5210
Phone: 929-232-3235
jamesmarsh@marsh.law

Jennifer Freeman
356 Golfview Road, Suite 1207
North Palm Beach, FL 33408
Phone: 929-232-3128
jenniferfreeman@marsh.law

PFAU COCHRAN VERTETIS AMALA PLLC

By 

Michael T. Pfau
403 Columbia St.
Suite 500
Seattle, WA 98104
Phone: 206-462-4335
michael@pcvalaw.com
Pro hac vice forthcoming

Jason P. Amala
403 Columbia St.
Suite 500
Seattle, WA 98104
Phone: 206-462-4339
jason@pcvalaw.com
Pro hac vice forthcoming

Anelga Doumanian
403 Columbia St.
Suite 500
Seattle, WA 98104
Phone: 206-451-8260
adoumanian@pcvalaw.com

Attorneys for Plaintiffs