

NEW YORK STATE SUPREME COURT
NEW YORK COUNTY

-----X Index No.: _____

RAUL DIAZ, W.Z., D.J., and R.L., Date Filed: _____

SUMMONS

Plaintiffs,

-against-

Plaintiffs designate New York County as the place of trial.

BOY SCOUTS OF AMERICA and GREATER NEW YORK COUNCILS,

The basis of venue is one defendant's residence.

Defendants.

-----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

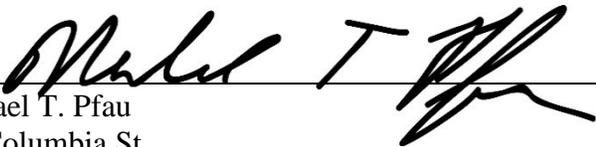
Respectfully Yours,

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NEW YORK STATE SUPREME COURT
NEW YORK COUNTY

-----X
RAUL DIAZ, W.Z., D.J., and R.L.,

Index No.: _____/___

COMPLAINT

Plaintiffs,

-against-

BOY SCOUTS OF AMERICA and GREATER NEW
YORK COUNCILS,

Child Victims Act Proceeding
22 NYCRR 202.72

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. Plaintiff Raul Diaz is an adult male who currently resides in Allen, Texas.

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

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

13. 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 plaintiff's Troop.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Upon information and belief, Scoutmaster John Rosenquist ("Rosenquist") 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 Raul Diaz's Boy Scout Troop.

20. During the time that Rosenquist 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 Raul Diaz.

21. To the extent that the BSA was a different entity, corporation, or organization during the period of time in which Rosenquist used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff Raul Diaz, 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 Rosenquist used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff Raul Diaz, 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 Greater New York Councils, Boy Scouts of America (“GNYC”), was a New York corporation organized under New York law that transacted business in New York County.

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

26. Upon information and belief, at all relevant times the GNYC 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 Raul Diaz when he was sexually abused by Scoutmaster John Rosenquist.

27. Upon information and belief, at all relevant times the GNYC conducted business as the “Greater New York Councils” and the “GNYC.”

28. Upon information and belief, Scoutmaster John Rosenquist was a Boy Scout leader or volunteer that the GNYC used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff Raul Diaz’s Boy Scout Troop.

29. During the time that Rosenquist served as a Boy Scout leader or volunteer for the GNYC, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse plaintiff Raul Diaz.

30. To the extent that the GNYC was a different entity, corporation, or organization during the period of time in which Rosenquist used his position as a Boy Scout leader to sexually abuse plaintiff Raul Diaz, 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 GNYC is a successor to a different entity, corporation, or organization which existed during the period of time during which Rosenquist used his position as a Boy Scout leader to sexually abuse plaintiff Raul Diaz, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

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

33. Upon information and belief, at all relevant times the BSA and the GNYC owned and operated Alpine Scout Camp, located in Alpine, New Jersey, 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 GNYC used the camp to promote and benefit their Scouting program, including during the times that plaintiff Raul Diaz attended the camp and was sexually abused at the camp, and both defendants generated revenue from the camp operations, including fees paid by Raul Diaz and his family so he could attend the camp and participate in its activities.

35. Plaintiff W.Z. is an adult male who currently resides in Flushing, New York.

36. While he was a minor, plaintiff W.Z. 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 W.Z. 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 W.Z. 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 Montgomery (“Montgomery”) 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 W.Z.’s Boy Scout Troop.

39. During the time that Montgomery 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 W.Z.

40. To the extent that the BSA was a different entity, corporation, or organization during the period of time in which Montgomery used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff W.Z., 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 Montgomery used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff W.Z., 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 GNYC 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 W.Z. when he was sexually abused by Scoutmaster John Montgomery.

44. Upon information and belief, Scoutmaster John Montgomery was a Boy Scout leader or volunteer that the GNYC used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff W.Z.'s Boy Scout Troop.

45. During the time that Montgomery served as a Boy Scout leader or volunteer for the GNYC, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse plaintiff W.Z.

46. To the extent that the GNYC was a different entity, corporation, or organization during the period of time in which Montgomery used his position as a Boy Scout leader to sexually abuse plaintiff W.Z., 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 GNYC is a successor to a different entity, corporation, or organization which existed during the period of time during which Montgomery used his position as a Boy Scout leader to sexually abuse plaintiff W.Z., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

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

49. Plaintiff D.J. is an adult male who currently resides in the Bronx, New York.

50. While he was a minor, plaintiff D.J. 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 D.J. 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.

51. In the alternative, plaintiff D.J. 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.

52. Upon information and belief, Scoutmaster Fred Modica (“Modica”) 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 D.J.’s Boy Scout Troop.

53. During the time that Modica 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 D.J.

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

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

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

57. Upon information and belief, at all relevant times the GNYC 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 D.J. when he was sexually abused by Scoutmaster Fred Modica.

58. Upon information and belief, Scoutmaster Fred Modica was a Boy Scout leader or volunteer that the GNYC used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff D.J.'s Boy Scout Troop.

59. During the time that Modica served as a Boy Scout leader or volunteer for the GNYC, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse plaintiff D.J.

60. To the extent that the GNYC was a different entity, corporation, or organization during the period of time in which Modica used his position as a Boy Scout leader to sexually abuse plaintiff D.J., such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

61. To the extent the GNYC is a successor to a different entity, corporation, or organization which existed during the period of time during which Modica used his position as a Boy Scout leader to sexually abuse plaintiff D.J., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

62. All such GNYC-related entities, corporations, or organizations are collectively referred to herein as the "GNYC."

63. Plaintiff R.L. is an adult male who currently resides in Poughkeepsie, New York.

64. While he was a minor, plaintiff R.L. 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.L. 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.

65. In the alternative, plaintiff R.L. 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.

66. Upon information and belief, Scoutmaster Ernest Morris (“Morris”) 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.L.’s Boy Scout Troop.

67. During the time that Morris 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.L.

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

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

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

71. Upon information and belief, at all relevant times the GNYC 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.L. when he was sexually abused by Scoutmaster Ernest Morris.

72. Upon information and belief, Scoutmaster Ernest Morris was a Boy Scout leader or volunteer that the GNYC used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff R.L.'s Boy Scout Troop.

73. During the time that Morris served as a Boy Scout leader or volunteer for the GNYC, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse plaintiff R.L.

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

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

76. All such GNYC-related entities, corporations, or organizations are collectively referred to herein as the "GNYC."

IV. VENUE

77. Venue is proper because the GNYC is a domestic corporation authorized to transact business in New York with its principal office located in New York, New York.

78. Venue is proper because New York 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 RAUL DIAZ

79. Plaintiff Raul Diaz repeats and re-alleges the allegations regarding the BSA and the GNYC 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.

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

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

82. 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 GNYC, including those positions that were responsible for ensuring that plaintiff Raul Diaz and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

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

84. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the GNYC, 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.

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

86. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the GNYC, including the services of Scoutmaster John Rosenquist and the services of those who managed and supervised Rosenquist.

87. 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 Raul Diaz belonged to when he was sexually abused by Scoutmaster John Rosenquist, including its leaders and volunteers.

88. 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 Raul Diaz belonged to when he was sexually abused by Scoutmaster John Rosenquist, including its policies and procedures requiring the sexual abuse of children.

89. Upon information and belief, at all relevant times the GNYC, 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 Raul Diaz belonged to when he was sexually abused by Scoutmaster Scoutmaster John Rosenquist.

90. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff Raul Diaz belonged to when he was sexually abused by Scoutmaster John Rosenquist, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

91. Upon information and belief, at all relevant times the GNYC 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 Raul Diaz belonged to when he was sexually abused by Scoutmaster John Rosenquist.

92. Upon information and belief, at all relevant times the GNYC was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff Raul Diaz belonged to when he was sexually abused by Scoutmaster John Rosenquist.

93. Upon information and belief, at all relevant times the GNYC held itself out to the public as the owner of the Boy Scout Troop that plaintiff Raul Diaz belonged to when he was sexually abused by Scoutmaster John Rosenquist.

94. Upon information and belief, at all relevant times the GNYC materially benefited from the operation of the Boy Scout Troop that plaintiff Raul Diaz belonged to when he was sexually abused by Scoutmaster John Rosenquist, including the services of Scoutmaster John Rosenquist and the services of those who managed and supervised Rosenquist.

95. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff Raul Diaz belonged to when he was sexually abused by Scoutmaster John Rosenquist, including its leaders and volunteers.

96. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff Raul Diaz belonged to when he was sexually abused by Scoutmaster John Rosenquist, including its policies and procedures requiring the sexual abuse of children.

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

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

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

100. Upon information and belief, at all relevant times Rosenquist was a Scoutmaster of the GNYC.

101. Upon information and belief, at all relevant times Rosenquist was on the staff of, was an agent of, or served as an employee or volunteer of the GNYC.

102. Upon information and belief, at all relevant times Rosenquist was acting in the course and scope of his position with the GNYC.

103. When plaintiff Raul Diaz was a minor, he registered with the BSA and the GNYC and paid them a fee to participate as a member of one of their Boy Scout Troops and to go camping at Alpine Scout Camp.

104. At all relevant times, the BSA and the GNYC, their agents, servants, and employees, held Rosenquist out to the public, to Raul, and to his parents, as their agent.

105. At all relevant times, the BSA and the GNYC, their agents, servants, and employees, held Rosenquist out to the public, to Raul, and to his parents, as having been vetted, screened, and approved by those defendants.

106. At all relevant times, Raul and his parents reasonably relied upon the acts and representations of the BSA and the GNYC, their agents, servants, and employees, and reasonably

believed that Rosenquist was an agent of those defendants who was vetted, screened, and approved by those defendants.

107. At all relevant times, Raul and his parents trusted Rosenquist because the BSA and the GNYC held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Raul.

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

109. When Raul was a minor, Scoutmaster John Rosenquist sexually abused him when Rosenquist was his Scoutmaster.

110. Raul was sexually abused by Rosenquist when Raul was approximately 10 to 14 years old.

111. Based on the representations of the BSA and the GNYC that Rosenquist was safe and trustworthy, Raul and his parents allowed Raul to be under the supervision of, and in the care, custody, and control of, the BSA and the GNYC, including during the times when Raul was sexually abused by Rosenquist.

112. Based on the representations of the BSA and the GNYC that Rosenquist was safe and trustworthy, Raul and his parents allowed Raul to be under the supervision of, and in the care, custody, and control of, Rosenquist, including during the times when Raul was sexually abused by Rosenquist.

113. Neither Raul nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, the BSA, the GNYC, or Rosenquist if the BSA or the

GNYC had disclosed to Raul or his parents that Rosenquist was not safe and was not trustworthy, and that he in fact posed a danger to Raul in that Rosenquist was likely to sexually abuse Raul.

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

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

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

117. From approximately 1969 through 1972, Rosenquist exploited the trust and authority vested in him by the BSA and the GNYC by grooming Raul to gain his trust and to obtain control over him as part of Rosenquist's plan to sexually molest and abuse Raul and other children, including those who participated in the Scouting program offered by the BSA and the GNYC.

118. Rosenquist used his position of trust and authority as a Scoutmaster of the BSA and of the GNYC to groom Raul and to sexually abuse him multiple times, including when Raul was

under the supervision of, and in the care, custody, or control of, the BSA, the GNYC, and Rosenquist.

119. At certain times, Rosenquist's sexual abuse of Raul occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and the GNYC, including camping trips at Alpine Scout Camp and other locations, Troop meetings, and Troop merit badge projects.

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

121. At all relevant times, defendants, their agents, servants, and employees, knew or should have known that Rosenquist was a known sexual abuser of children.

122. At all relevant times, it was reasonably foreseeable to defendants, their agents, servants, and employees that Rosenquist's sexual abuse of children would likely result in injury to others, including the sexual abuse of Raul and other children by Rosenquist.

123. Upon information and belief, at certain times between 1969 and 1972, defendants, their agents, servants, and employees knew or should have known that Rosenquist was sexually abusing Raul and other children, including other Scouts.

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

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

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

127. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, concealed the sexual abuse of children by Rosenquist 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 Rosenquist and other abusers in their ranks would continue to molest children.

128. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Rosenquist would use his position with the defendants to sexually abuse children, including Raul.

129. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, disregarded their knowledge that Rosenquist would use his position with them to sexually abuse children, including Raul.

130. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, acted in concert with each other or with Rosenquist to conceal the danger that Rosenquist posed to children, including Raul, so that Rosenquist could continue serving them despite their knowledge of that danger.

131. Upon information and belief, the BSA and the GNYC, 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

Raul, and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

132. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, concealed the sexual abuse of children by Scout leaders, volunteers, and other persons serving the BSA and the GNYC 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.

133. By reason of the wrongful acts of the BSA and the GNYC as detailed herein, Raul 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 Raul has and/or will become obligated to expend sums of money for treatment.

VI. STATEMENT OF FACTS AS TO PLAINTIFF W.Z.

134. Plaintiff W.Z. repeats and re-alleges the allegations regarding the BSA and the GNYC 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.

135. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the GNYC, including the Boy Scout

Troops, Cub Scout Troops, and other Troops in the geographic area that the BSA assigned to the GNYC.

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

137. 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 GNYC, including those positions that were responsible for ensuring that plaintiff W.Z. and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

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

139. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the GNYC, 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.

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

141. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the GNYC, including the services of Scoutmaster John Montgomery and the services of those who managed and supervised Montgomery.

142. 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 W.Z. belonged to when he was sexually abused by Scoutmaster John Montgomery, including its leaders and volunteers.

143. 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 W.Z. belonged to when he was sexually abused by Scoutmaster John Montgomery, including its policies and procedures requiring the sexual abuse of children.

144. Upon information and belief, at all relevant times the GNYC, 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 W.Z. belonged to when he was sexually abused by Scoutmaster John Montgomery.

145. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff W.Z. belonged to when he was sexually abused by Scoutmaster John Montgomery, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

146. Upon information and belief, at all relevant times the GNYC 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 W.Z. belonged to when he was sexually abused by Scoutmaster John Montgomery.

147. Upon information and belief, at all relevant times the GNYC was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff W.Z. belonged to when he was sexually abused by Scoutmaster John Montgomery.

148. Upon information and belief, at all relevant times the GNYC held itself out to the public as the owner of the Boy Scout Troop that plaintiff W.Z. belonged to when he was sexually abused by Scoutmaster John Montgomery.

149. Upon information and belief, at all relevant times the GNYC materially benefited from the operation of the Boy Scout Troop that plaintiff W.Z. belonged to when he was sexually abused by Scoutmaster John Montgomery, including the services of Scoutmaster John Montgomery and the services of those who managed and supervised Montgomery.

150. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff W.Z. belonged to when he was sexually abused by Scoutmaster John Montgomery, including its leaders and volunteers.

151. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff W.Z. belonged to when he was sexually abused by Scoutmaster John Montgomery, including its policies and procedures requiring the sexual abuse of children.

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

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

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

155. Upon information and belief, at all relevant times Montgomery was a Scoutmaster of the GNYC.

156. Upon information and belief, at all relevant times Montgomery was on the staff of, was an agent of, or served as an employee or volunteer of the GNYC.

157. Upon information and belief, at all relevant times Montgomery was acting in the course and scope of his position with the GNYC.

158. When plaintiff W.Z. was a minor, he registered with the BSA and the GNYC and paid them a fee to participate as a member of one of their Boy Scout Troops.

159. At all relevant times, the BSA and the GNYC, their agents, servants, and employees, held Montgomery out to the public, to W.Z., and to his parents, as their agent.

160. At all relevant times, the BSA and the GNYC, their agents, servants, and employees, held Montgomery out to the public, to W.Z., and to his parents, as having been vetted, screened, and approved by those defendants.

161. At all relevant times, W.Z. and his parents reasonably relied upon the acts and representations of the BSA and the GNYC, their agents, servants, and employees, and reasonably believed that Montgomery was an agent of those defendants who was vetted, screened, and approved by those defendants.

162. At all relevant times, W.Z. and his parents trusted Montgomery because the BSA and the GNYC held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of W.Z.

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

164. When W.Z. was a minor, Scoutmaster John Montgomery sexually abused him when Montgomery was his Scoutmaster.

165. W.Z. was sexually abused by Montgomery when W.Z. was approximately 11 to 14 years old.

166. Based on the representations of the BSA and the GNYC that Montgomery was safe and trustworthy, W.Z. and his parents allowed W.Z. to be under the supervision of, and in the care, custody, and control of, the BSA and the GNYC, including during the times when W.Z. was sexually abused by Montgomery.

167. Based on the representations of the BSA and the GNYC that Montgomery was safe and trustworthy, W.Z. and his parents allowed W.Z. to be under the supervision of, and in the care, custody, and control of, Montgomery, including during the times when W.Z. was sexually abused by Montgomery.

168. Neither W.Z. nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, the BSA, the GNYC, or Montgomery if the BSA or the GNYC had disclosed to W.Z. or his parents that Montgomery was not safe and was not trustworthy, and that he in fact posed a danger to W.Z. in that Montgomery was likely to sexually abuse W.Z.

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

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

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

172. From approximately 1960 through 1963, Montgomery exploited the trust and authority vested in him by the BSA and the GNYC by grooming W.Z. to gain his trust and to obtain control over him as part of Montgomery's plan to sexually molest and abuse W.Z. and other children, including those who participated in the Scouting program offered by the BSA and the GNYC.

173. Montgomery used his position of trust and authority as a Scoutmaster of the BSA and of the GNYC to groom W.Z. and to sexually abuse him multiple times, including when W.Z. was under the supervision of, and in the care, custody, or control of, the BSA, the GNYC, and Montgomery.

174. At certain times, Montgomery's sexual abuse of W.Z. occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and the GNYC, including Troop camping trips, Troop meetings, and Troop merit badge projects.

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

176. At all relevant times, defendants, their agents, servants, and employees, knew or should have known that Montgomery was a known sexual abuser of children.

177. At all relevant times, it was reasonably foreseeable to defendants, their agents, servants, and employees that Montgomery's sexual abuse of children would likely result in injury to others, including the sexual abuse of W.Z. and other children by Montgomery.

178. Upon information and belief, at certain times between 1960 and 1963, defendants, their agents, servants, and employees knew or should have known that Montgomery was sexually abusing W.Z. and other children, including other Scouts.

179. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Montgomery of W.Z. was ongoing.

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

181. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, knew or should have known before and during Montgomery's sexual abuse of W.Z.

that such Scout leaders, volunteers, and other persons could not be “cured” through treatment or counseling.

182. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, concealed the sexual abuse of children by Montgomery 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 Montgomery and other abusers in their ranks would continue to molest children.

183. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Montgomery would use his position with the defendants to sexually abuse children, including W.Z.

184. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, disregarded their knowledge that Montgomery would use his position with them to sexually abuse children, including W.Z.

185. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, acted in concert with each other or with Montgomery to conceal the danger that Montgomery posed to children, including W.Z., so that Montgomery could continue serving them despite their knowledge of that danger.

186. Upon information and belief, the BSA and the GNYC, 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 W.Z., and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

187. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, concealed the sexual abuse of children by Scout leaders, volunteers, and other persons serving the BSA and the GNYC 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.

188. By reason of the wrongful acts of the BSA and the GNYC as detailed herein, W.Z. 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 W.Z. has and/or will become obligated to expend sums of money for treatment.

VII. STATEMENT OF FACTS AS TO PLAINTIFF D.J.

189. Plaintiff D.J. repeats and re-alleges the allegations regarding the BSA and the GNYC 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.

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

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

192. 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 GNYC, including those positions that were responsible for ensuring that plaintiff D.J. and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

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

194. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the GNYC, 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.

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

196. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the GNYC, including the services of Scoutmaster Fred Modica and the services of those who managed and supervised Modica.

197. 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 D.J. belonged to when he was sexually abused by Scoutmaster Fred Modica, including its leaders and volunteers.

198. 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 D.J. belonged to when he was sexually abused by Scoutmaster Fred Modica, including its policies and procedures requiring the sexual abuse of children.

199. Upon information and belief, at all relevant times the GNYC, 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 D.J. belonged to when he was sexually abused by Scoutmaster Fred Modica.

200. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff D.J. belonged to when he was sexually abused by Scoutmaster Fred Modica, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

201. Upon information and belief, at all relevant times the GNYC 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 D.J. belonged to when he was sexually abused by Scoutmaster Fred Modica.

202. Upon information and belief, at all relevant times the GNYC was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff D.J. belonged to when he was sexually abused by Scoutmaster Fred Modica.

203. Upon information and belief, at all relevant times the GNYC held itself out to the public as the owner of the Boy Scout Troop that plaintiff D.J. belonged to when he was sexually abused by Scoutmaster Fred Modica.

204. Upon information and belief, at all relevant times the GNYC materially benefited from the operation of the Boy Scout Troop that plaintiff D.J. belonged to when he was sexually abused by Scoutmaster Fred Modica, including the services of Scoutmaster Fred Modica and the services of those who managed and supervised Modica.

205. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff D.J. belonged to when he was sexually abused by Scoutmaster Fred Modica, including its leaders and volunteers.

206. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff D.J. belonged to when he was sexually abused by Scoutmaster Fred Modica, including its policies and procedures requiring the sexual abuse of children.

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

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

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

210. Upon information and belief, at all relevant times Modica was a Scoutmaster of the GNYC.

211. Upon information and belief, at all relevant times Modica was on the staff of, was an agent of, or served as an employee or volunteer of the GNYC.

212. Upon information and belief, at all relevant times Modica was acting in the course and scope of his position with the GNYC.

213. When plaintiff D.J. was a minor, he registered with the BSA and the GNYC and paid them a fee to participate as a member of one of their Boy Scout Troops.

214. At all relevant times, the BSA and the GNYC, their agents, servants, and employees, held Modica out to the public, to D.J., and to his parents, as their agent.

215. At all relevant times, the BSA and the GNYC, their agents, servants, and employees, held Modica out to the public, to D.J., and to his parents, as having been vetted, screened, and approved by those defendants.

216. At all relevant times, D.J. and his parents reasonably relied upon the acts and representations of the BSA and the GNYC, their agents, servants, and employees, and reasonably believed that Modica was an agent of those defendants who was vetted, screened, and approved by those defendants.

217. At all relevant times, D.J. and his parents trusted Modica because the BSA and the GNYC held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of D.J.

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

219. When D.J. was a minor, Scoutmaster Fred Modica sexually abused him when Modica was his Scoutmaster.

220. D.J. was sexually abused by Modica when D.J. was approximately 8 to 11 years old.

221. Based on the representations of the BSA and the GNYC that Modica was safe and trustworthy, D.J. and his parents allowed D.J. to be under the supervision of, and in the care, custody, and control of, the BSA and the GNYC, including during the times when D.J. was sexually abused by Modica.

222. Based on the representations of the BSA and the GNYC that Modica was safe and trustworthy, D.J. and his parents allowed D.J. to be under the supervision of, and in the care, custody, and control of, Modica, including during the times when D.J. was sexually abused by Modica.

223. Neither D.J. nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, the BSA, the GNYC, or Modica if the BSA or the GNYC had disclosed to D.J. or his parents that Modica was not safe and was not trustworthy, and that he in fact posed a danger to D.J. in that Modica was likely to sexually abuse D.J.

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

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

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

227. From approximately 1970 through 1973, Modica exploited the trust and authority vested in him by the BSA and the GNYC by grooming D.J. to gain his trust and to obtain control over him as part of Modica's plan to sexually molest and abuse D.J. and other children, including those who participated in the Scouting program offered by the BSA and the GNYC.

228. Modica used his position of trust and authority as a Scoutmaster of the BSA and of the GNYC to groom D.J. and to sexually abuse him multiple times, including when D.J. was under the supervision of, and in the care, custody, or control of, the BSA, the GNYC, and Modica.

229. At certain times, Modica's sexual abuse of D.J. occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and the GNYC, including Troop meetings and Troop merit badge projects.

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

231. At all relevant times, defendants, their agents, servants, and employees, knew or should have known that Modica was a known sexual abuser of children.

232. At all relevant times, it was reasonably foreseeable to defendants, their agents, servants, and employees that Modica's sexual abuse of children would likely result in injury to others, including the sexual abuse of D.J. and other children by Modica.

233. Upon information and belief, at certain times between 1970 and 1973, defendants, their agents, servants, and employees knew or should have known that Modica was sexually abusing D.J. and other children, including other Scouts.

234. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Modica of D.J. was ongoing.

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

236. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, knew or should have known before and during Modica's sexual abuse of D.J. that such Scout leaders, volunteers, and other persons could not be "cured" through treatment or counseling.

237. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, concealed the sexual abuse of children by Modica 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 Modica and other abusers in their ranks would continue to molest children.

238. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Modica would use his position with the defendants to sexually abuse children, including D.J.

239. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, disregarded their knowledge that Modica would use his position with them to sexually abuse children, including D.J.

240. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, acted in concert with each other or with Modica to conceal the danger that Modica posed to children, including D.J., so that Modica could continue serving them despite their knowledge of that danger.

241. Upon information and belief, the BSA and the GNYC, 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 D.J., and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

242. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, concealed the sexual abuse of children by Scout leaders, volunteers, and other persons serving the BSA and the GNYC 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.

243. By reason of the wrongful acts of the BSA and the GNYC as detailed herein, D.J. 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 D.J. has and/or will become obligated to expend sums of money for treatment.

VIII. STATEMENT OF FACTS AS TO PLAINTIFF R.L.

244. Plaintiff R.L. repeats and re-alleges the allegations regarding the BSA and the GNYC 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.

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

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

247. 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 GNYC, including those positions that were responsible for ensuring that plaintiff R.L. and other

children who participated in Scouting activities were protected from the danger of child sexual abuse.

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

249. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the GNYC, 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.

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

251. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the GNYC, including the services of Scoutmaster Ernest Morris and the services of those who managed and supervised Morris.

252. 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.L. belonged to when he was sexually abused by Scoutmaster Ernest Morris, including its leaders and volunteers.

253. 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.L. belonged to when he was sexually abused by Scoutmaster Ernest Morris, including its policies and procedures requiring the sexual abuse of children.

254. Upon information and belief, at all relevant times the GNYC, 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.L. belonged to when he was sexually abused by Scoutmaster Ernest Morris.

255. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.L. belonged to when he was sexually abused by Scoutmaster Ernest Morris, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

256. Upon information and belief, at all relevant times the GNYC 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.L. belonged to when he was sexually abused by Scoutmaster Ernest Morris.

257. Upon information and belief, at all relevant times the GNYC was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff R.L. belonged to when he was sexually abused by Scoutmaster Ernest Morris.

258. Upon information and belief, at all relevant times the GNYC held itself out to the public as the owner of the Boy Scout Troop that plaintiff R.L. belonged to when he was sexually abused by Scoutmaster Ernest Morris.

259. Upon information and belief, at all relevant times the GNYC materially benefited from the operation of the Boy Scout Troop that plaintiff R.L. belonged to when he was sexually

abused by Scoutmaster Ernest Morris, including the services of Scoutmaster Ernest Morris and the services of those who managed and supervised Morris.

260. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.L. belonged to when he was sexually abused by Scoutmaster Ernest Morris, including its leaders and volunteers.

261. Upon information and belief, at all relevant times the GNYC, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.L. belonged to when he was sexually abused by Scoutmaster Ernest Morris, including its policies and procedures requiring the sexual abuse of children.

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

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

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

265. Upon information and belief, at all relevant times Morris was a Scoutmaster of the GNYC.

266. Upon information and belief, at all relevant times Morris was on the staff of, was an agent of, or served as an employee or volunteer of the GNYC.

267. Upon information and belief, at all relevant times Morris was acting in the course and scope of his position with the GNYC.

268. When plaintiff R.L. was a minor, he registered with the BSA and the GNYC and paid them a fee to participate as a member of one of their Boy Scout Troops.

269. At all relevant times, the BSA and the GNYC, their agents, servants, and employees, held Morris out to the public, to R.L., and to his parents, as their agent.

270. At all relevant times, the BSA and the GNYC, their agents, servants, and employees, held Morris out to the public, to R.L., and to his parents, as having been vetted, screened, and approved by those defendants.

271. At all relevant times, R.L. and his parents reasonably relied upon the acts and representations of the BSA and the GNYC, their agents, servants, and employees, and reasonably believed that Morris was an agent of those defendants who was vetted, screened, and approved by those defendants.

272. At all relevant times, R.L. and his parents trusted Morris because the BSA and the GNYC held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of R.L.

273. At all relevant times, R.L. and his parents believed that the BSA and the GNYC 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.L.

274. When R.L. was a minor, Scoutmaster Ernest Morris sexually abused him when Morris was his Scoutmaster.

275. R.L. was sexually abused by Morris when R.L. was approximately 11 to 12 years old.

276. Based on the representations of the BSA and the GNYC that Morris was safe and trustworthy, R.L. and his parents allowed R.L. to be under the supervision of, and in the care,

custody, and control of, the BSA and the GNYC, including during the times when R.L. was sexually abused by Morris.

277. Based on the representations of the BSA and the GNYC that Morris was safe and trustworthy, R.L. and his parents allowed R.L. to be under the supervision of, and in the care, custody, and control of, Morris, including during the times when R.L. was sexually abused by Morris.

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

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

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

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

282. From approximately 1973 through 1974, Morris exploited the trust and authority vested in him by the BSA and the GNYC by grooming R.L. to gain his trust and to obtain control over him as part of Morris's plan to sexually molest and abuse R.L. and other children, including those who participated in the Scouting program offered by the BSA and the GNYC.

283. Morris used his position of trust and authority as a Scoutmaster of the BSA and of the GNYC to groom R.L. and to sexually abuse him multiple times, including when R.L. was under the supervision of, and in the care, custody, or control of, the BSA, the GNYC, and Morris.

284. At certain times, Morris's sexual abuse of R.L. occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and the GNYC, including Troop camping trips and Troop merit badge projects.

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

286. At all relevant times, defendants, their agents, servants, and employees, knew or should have known that Morris was a known sexual abuser of children.

287. At all relevant times, it was reasonably foreseeable to defendants, their agents, servants, and employees that Morris's sexual abuse of children would likely result in injury to others, including the sexual abuse of R.L. and other children by Morris.

288. Upon information and belief, at certain times between 1973 and 1974, defendants, their agents, servants, and employees knew or should have known that Morris was sexually abusing R.L. and other children, including other Scouts.

289. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Morris of R.L. was ongoing.

290. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, knew or should have known that Morris was likely to abuse children, including R.L., because the Boy Scouts had previously created an “Ineligible Volunteer” file on Morris as a result of a complaint that he had sexually abused a child.

291. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, knew or should have known that Morris was likely to abuse children, including R.L., because other Boy Scouts complained about Morris’ inappropriate sexual behavior before he sexually abused R.L., as evidenced by Morris’ “Ineligible Volunteer” file that was maintained by BSA and pre-dates R.L.’s abuse.

292. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, knew or should have known before and during Morris’s sexual abuse of R.L. that Scout leaders, volunteers, and other persons serving the BSA and the GNYC had used their positions with those defendants to groom and to sexually abuse children.

293. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, knew or should have known before and during Morris’s sexual abuse of R.L. that such Scout leaders, volunteers, and other persons could not be “cured” through treatment or counseling.

294. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, concealed the sexual abuse of children by Morris 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 Morris and other abusers in their ranks would continue to molest children.

295. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Morris would use his position with the defendants to sexually abuse children, including R.L.

296. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, disregarded their knowledge that Morris would use his position with them to sexually abuse children, including R.L.

297. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, acted in concert with each other or with Morris to conceal the danger that Morris posed to children, including R.L., so that Morris could continue serving them despite their knowledge of that danger.

298. Upon information and belief, the BSA and the GNYC, 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.L., and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

299. Upon information and belief, the BSA and the GNYC, their agents, servants, and employees, concealed the sexual abuse of children by Scout leaders, volunteers, and other persons serving the BSA and the GNYC 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.

300. By reason of the wrongful acts of the BSA and the GNYC as detailed herein, R.L. 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.L. has and/or will become obligated to expend sums of money for treatment.

IX. CAUSES OF ACTION AS TO PLAINTIFF RAUL DIAZ

A. FIRST CAUSE OF ACTION – NEGLIGENCE

301. Plaintiff Raul Diaz repeats and re-alleges all of his allegations above and below.

302. The BSA and the GNYC had a duty to take reasonable steps to protect plaintiff Raul Diaz, a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

303. The BSA and the GNYC also had a duty to take reasonable steps to prevent Rosenquist from using the tasks, premises, and instrumentalities of his position as a Scoutmaster with the defendants to target, groom, and sexually abuse children, including Raul.

304. The BSA and the GNYC were supervising Raul, and had care, custody, and control of Raul, when he was a paying member of their Boy Scout Troop, participating in their camping trips at Alpine Scout Camp and other locations, attending Troop meetings, participating in Troop merit badge projects, and participating in their Scouting activities, during which time those defendants had a duty to take reasonable steps to protect him.

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

306. The BSA and the GNYC breached each of the foregoing duties by failing to exercise reasonable care to prevent Rosenquist from harming Raul, including sexually abusing him.

307. In breaching their duties, including hiring, retaining, and failing to supervise Rosenquist, 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 Raul, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Raul and other children who were under their supervision and in their care, custody, and control, the BSA and the GNYC created a risk that Raul would be sexually abused by Rosenquist. The BSA and the GNYC through their actions and inactions created an environment that placed Raul in danger of unreasonable risks of harm under the circumstances.

308. In breaching their duties, including hiring, retaining, and failing to supervise Rosenquist, 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 Raul, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Raul and other children who were under their supervision and in their care, custody, and control, the BSA and the GNYC acted willfully and with conscious disregard for the need to protect Raul. The BSA and the GNYC through their actions and inactions created an environment that placed Raul in danger of unreasonable risks of harm under the circumstances.

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

310. As a direct and proximate result of the acts and omissions of the BSA and the GNYC, Rosenquist groomed and sexually abused Raul, which has caused Raul to suffer general and special damages as more fully described herein.

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

311. Plaintiff Raul Diaz repeats and re-alleges all of his allegations above and below.

312. The BSA and the GNYC engaged in reckless, extreme, and outrageous conduct by providing Rosenquist with access to children, including plaintiff Raul Diaz, despite knowing that he would likely use his position to groom and to sexually abuse them, including Raul. 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.

313. The BSA and the GNYC engaged in reckless, extreme, and outrageous conduct by representing to Raul and his family that Rosenquist 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 Rosenquist, 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.

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

315. The BSA and the GNYC knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and Raul 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.

X. CAUSES OF ACTION AS TO PLAINTIFF W.Z.

A. FIRST CAUSE OF ACTION – NEGLIGENCE

316. Plaintiff W.Z. repeats and re-alleges all of his allegations above and below.

317. The BSA and the GNYC had a duty to take reasonable steps to protect plaintiff W.Z., a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

318. The BSA and the GNYC also had a duty to take reasonable steps to prevent Montgomery from using the tasks, premises, and instrumentalities of his position as a Scoutmaster with the defendants to target, groom, and sexually abuse children, including W.Z.

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

320. These circumstances created a special relationship between the BSA and W.Z., and between the GNYC and W.Z., which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

321. The BSA and the GNYC breached each of the foregoing duties by failing to exercise reasonable care to prevent Montgomery from harming W.Z., including sexually abusing him.

322. In breaching their duties, including hiring, retaining, and failing to supervise Montgomery, 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 W.Z., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for W.Z. and other children who were under their supervision and in their care, custody, and control, the BSA and the GNYC created a risk that W.Z. would be sexually abused by Montgomery. The BSA and the GNYC through their actions and inactions created an environment that placed W.Z. in danger of unreasonable risks of harm under the circumstances.

323. In breaching their duties, including hiring, retaining, and failing to supervise Montgomery, 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 W.Z., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for W.Z. and other children who were under their supervision and in their care, custody, and control, the BSA and the GNYC acted willfully and with conscious disregard for the need to protect W.Z. The BSA and the GNYC through their actions and inactions created an environment that placed W.Z. in danger of unreasonable risks of harm under the circumstances.

324. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of W.Z.

325. As a direct and proximate result of the acts and omissions of the BSA and the GNYC, Montgomery groomed and sexually abused W.Z., which has caused W.Z. to suffer general and special damages as more fully described herein.

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

326. Plaintiff W.Z. repeats and re-alleges all of his allegations above and below.

327. The BSA and the GNYC engaged in reckless, extreme, and outrageous conduct by providing Montgomery with access to children, including plaintiff W.Z., despite knowing that he would likely use his position to groom and to sexually abuse them, including W.Z. 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.

328. The BSA and the GNYC engaged in reckless, extreme, and outrageous conduct by representing to W.Z. and his family that Montgomery 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 Montgomery, 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.

329. As a result of this reckless, extreme, and outrageous conduct, Montgomery used his position with the defendant to gain access to W.Z. and to sexually abuse him.

330. The BSA and the GNYC knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and W.Z. 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.

XI. CAUSES OF ACTION AS TO PLAINTIFF D.J.

A. FIRST CAUSE OF ACTION – NEGLIGENCE

331. Plaintiff D.J. repeats and re-alleges all of his allegations above and below.

332. The BSA and the GNYC had a duty to take reasonable steps to protect plaintiff D.J., a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

333. The BSA and the GNYC also had a duty to take reasonable steps to prevent Modica from using the tasks, premises, and instrumentalities of his position as a Scoutmaster with the defendants to target, groom, and sexually abuse children, including D.J.

334. The BSA and the GNYC were supervising D.J., and had care, custody, and control of D.J., when he was a paying member of their Boy Scout Troop or participating in their Scouting activities, including Troop meetings and Troop merit badge projects, during which time those defendants had a duty to take reasonable steps to protect him.

335. These circumstances created a special relationship between the BSA and D.J., and between the GNYC and D.J., which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

336. The BSA and the GNYC breached each of the foregoing duties by failing to exercise reasonable care to prevent Modica from harming D.J., including sexually abusing him.

337. In breaching their duties, including hiring, retaining, and failing to supervise Modica, 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 D.J., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for D.J. and other children who were under their supervision and in their care, custody, and control, the BSA and the GNYC created a risk that D.J. would be sexually abused by Modica. The BSA and the GNYC through

their actions and inactions created an environment that placed D.J. in danger of unreasonable risks of harm under the circumstances.

338. In breaching their duties, including hiring, retaining, and failing to supervise Modica, 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 D.J., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for D.J. and other children who were under their supervision and in their care, custody, and control, the BSA and the GNYC acted willfully and with conscious disregard for the need to protect D.J. The BSA and the GNYC through their actions and inactions created an environment that placed D.J. in danger of unreasonable risks of harm under the circumstances.

339. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of D.J.

340. As a direct and proximate result of the acts and omissions of the BSA and the GNYC, Modica groomed and sexually abused D.J., which has caused D.J. to suffer general and special damages as more fully described herein.

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

341. Plaintiff D.J. repeats and re-alleges all of his allegations above and below.

342. The BSA and the GNYC engaged in reckless, extreme, and outrageous conduct by providing Modica with access to children, including plaintiff D.J., despite knowing that he would likely use his position to groom and to sexually abuse them, including D.J. 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.

343. The BSA and the GNYC engaged in reckless, extreme, and outrageous conduct by representing to D.J. and his family that Modica 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 Modica, 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.

344. As a result of this reckless, extreme, and outrageous conduct, Modica used his position with the defendant to gain access to D.J. and to sexually abuse him.

345. The BSA and the GNYC knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and D.J. 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.

XII. CAUSES OF ACTION AS TO PLAINTIFF R.L.

A. FIRST CAUSE OF ACTION – NEGLIGENCE

346. Plaintiff R.L. repeats and re-alleges all of his allegations above and below.

347. The BSA and the GNYC had a duty to take reasonable steps to protect plaintiff R.L., a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

348. The BSA and the GNYC also had a duty to take reasonable steps to prevent Morris 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.L.

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

350. These circumstances created a special relationship between the BSA and R.L., and between the GNYC and R.L., which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

351. The BSA and the GNYC breached each of the foregoing duties by failing to exercise reasonable care to prevent Morris from harming R.L., including sexually abusing him.

352. In breaching their duties, including hiring, retaining, and failing to supervise Morris, 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.L., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for R.L. and other children who were under their supervision and in their care, custody, and control, the BSA and the GNYC created a risk that R.L. would be sexually abused by Morris. The BSA and the GNYC through their actions and inactions created an environment that placed R.L. in danger of unreasonable risks of harm under the circumstances.

353. In breaching their duties, including hiring, retaining, and failing to supervise Morris, 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.L., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for R.L. and other children who were under their supervision and in their care, custody, and control, the BSA and the GNYC acted willfully and with conscious disregard for the need to protect R.L. The BSA and the GNYC through their actions and inactions created an environment that placed R.L. in danger of unreasonable risks of harm under the circumstances.

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

355. As a direct and proximate result of the acts and omissions of the BSA and the GNYC, Morris groomed and sexually abused R.L., which has caused R.L. to suffer general and special damages as more fully described herein.

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

356. Plaintiff R.L. repeats and re-alleges all of his allegations above and below.

357. The BSA and the GNYC engaged in reckless, extreme, and outrageous conduct by providing Morris with access to children, including plaintiff R.L., despite knowing that he would likely use his position to groom and to sexually abuse them, including R.L. 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.

358. The BSA and the GNYC engaged in reckless, extreme, and outrageous conduct by representing to R.L. and his family that Morris 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 Morris, 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.

359. As a result of this reckless, extreme, and outrageous conduct, Morris used his position with the defendant to gain access to R.L. and to sexually abuse him.

360. The BSA and the GNYC knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and R.L. 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.

XIII. CPLR 1603 – NO APPORTIONMENT OF LIABILITY

361. 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.

XIV. PRAYER FOR RELIEF

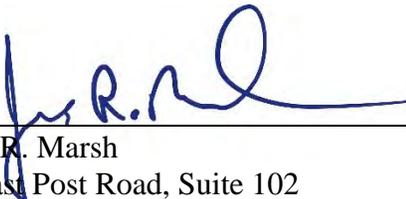
362. The plaintiffs demand judgment against the defendants named in their causes of action, together with compensatory and punitive damages to be determined at trial, and the interest, cost and disbursements pursuant to their causes of action, and such other and further relief as the Court deems just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

363. 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,

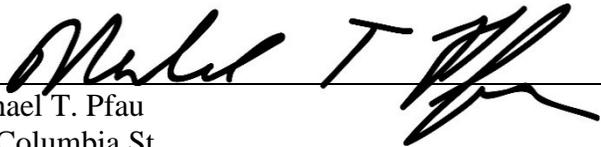
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