

NEW YORK STATE SUPREME COURT  
ONEIDA COUNTY

-----X Index No.: \_\_\_\_\_

J.D., R.P., and R.S., Date Filed: \_\_\_\_\_

Plaintiffs,

**SUMMONS**

-against-

Plaintiffs designate Oneida County as the place of trial.

BOY SCOUTS OF AMERICA and  
LEATHERSTOCKING COUNCIL,

Defendants.

The basis of venue is one defendant's residence.

**Child Victims Act Proceeding**  
**22 NYCRR 202.72**

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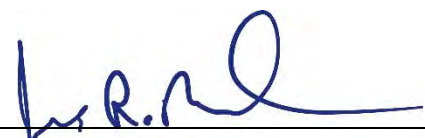
TO THE ABOVE NAMED DEFENDANTS:

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,

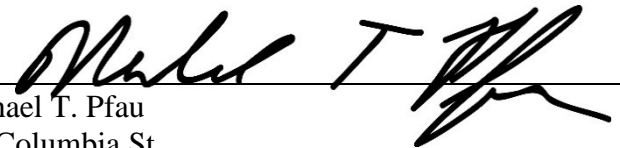
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Attorneys for Plaintiffs

NEW YORK STATE SUPREME COURT  
ONEIDA COUNTY

-----X  
J.D., R.P., and R.S.,

Index No.: \_\_\_\_\_/\_\_\_

**COMPLAINT**

Plaintiffs,

-against-

BOY SCOUTS OF AMERICA and  
LEATHERSTOCKING COUNCIL,

**Child Victims Act Proceeding**  
**22 NYCRR 202.72**

Defendants.

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

**I. INTRODUCTION**

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

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

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

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

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

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

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

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

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

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

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

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

## **III. PARTIES**

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

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

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

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

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

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

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

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

18. Plaintiff J.D. is an adult male who currently resides in Alamogordo, New Mexico.

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

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

21. Upon information and belief, Scoutmaster Richard Lewin (“Lewin”) 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 J.D.’s Boy Scout Troop.

22. During the time that Lewin 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 J.D.

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

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

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

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

27. Upon information and belief, the Leatherstocking Council is currently a corporation organized under New York law with its principal office in Utica, New York.

28. Upon information and belief, at all relevant times the Leatherstocking Council was a local council of the BSA that acted as an agent of the BSA as to the Boy Scout Troops, Cub

Scout Troops, and other Troops under its jurisdiction within the BSA, including the Boy Scout Troop of plaintiff J.D. when he was sexually abused by Scoutmaster Richard Lewin.

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

30. Upon information and belief, Scoutmaster Richard Lewin was a Boy Scout leader or volunteer that the Leatherstocking Council used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff J.D.’s Boy Scout Troop.

31. During the time that Lewin served as a Boy Scout leader or volunteer for the Leatherstocking Council, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse plaintiff J.D.

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

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

34. All such Leatherstocking Council-related entities, corporations, or organizations are collectively referred to herein as the “Leatherstocking Council.”

35. Plaintiff R.P. is an adult male who currently resides in Frankfort, New York.

36. While he was a minor, plaintiff R.P. 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.P. is



entitled to the protection of Civil Rights Law 50-b and will file a motion asking this Court for permission to proceed using a pseudonym.

37. In the alternative, plaintiff R.P. 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, Assistant Scoutmaster Robert Tobin (“Tobin”) 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.P.’s Boy Scout Troop.

39. During the time that Tobin 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.P.

40. To the extent that the BSA was a different entity, corporation, or organization during the period of time in which Tobin used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff R.P., 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 Tobin used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff R.P., 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 Leatherstocking Council was a local council of the BSA that acted as an agent of the BSA as to the Boy Scout Troops, Cub

Scout Troops, and other Troops under its jurisdiction within the BSA, including the Boy Scout Troop of plaintiff R.P. when he was sexually abused by Assistant Scoutmaster Robert Tobin.

44. Upon information and belief, Assistant Scoutmaster Robert Tobin was a Boy Scout leader or volunteer that the Leatherstocking Council used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff R.P.'s Boy Scout Troop.

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

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

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

49. Plaintiff R.S. is an adult male who currently resides in Waverly, New York.

50. While he was a minor, plaintiff R.S. 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.S. 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 R.S. 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, Assistant Scoutmasters John Stella and Michael McEaney (“Stella and McEaney”) were Boy Scout leaders or volunteers that the BSA used and relied upon as Scout leaders or volunteers to serve the Boy Scouts in plaintiff R.S.’s Boy Scout Troop.

53. During the time that Stella and McEaney served as Boy Scout leaders or volunteers for the BSA, they used their position as Boy Scout leaders or volunteers to groom and to sexually abuse plaintiff R.S.

54. To the extent that the BSA was a different entity, corporation, or organization during the period of time in which Stella and McEaney used their positions as Boy Scout leaders or volunteers to sexually abuse plaintiff R.S. 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 Stella and McEaney used their positions as Boy Scout leaders or volunteers to sexually abuse plaintiff R.S. 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 Leatherstocking Council was a local council of the BSA that acted as an agent of the BSA as to the Boy Scout Troops, Cub

Scout Troops, and other Troops under its jurisdiction within the BSA, including the Boy Scout Troop of plaintiff R.S. when he was sexually abused by Assistant Scoutmasters John Stella and Michael McEaney.

58. Upon information and belief, Assistant Scoutmasters John Stella and Michael McEaney were Boy Scout leaders or volunteers that the Leatherstocking Council used and relied upon as Scout leaders or volunteers to serve the Boy Scouts in plaintiff R.S.'s Boy Scout Troop.

59. During the time that Stella and McEaney served as Boy Scout leaders or volunteers for the Leatherstocking Council, they used their positions as Boy Scout leaders or volunteers to groom and to sexually abuse plaintiff R.S.

60. To the extent that the Leatherstocking Council was a different entity, corporation, or organization during the period of time in which Stella and McEaney used their positions as Boy Scout leaders to sexually abuse plaintiff R.S. 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 Leatherstocking Council is a successor to a different entity, corporation, or organization which existed during the period of time during which Stella and McEaney used their positions as Boy Scout leaders to sexually abuse plaintiff R.S. such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

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

#### IV. VENUE

63. Venue is proper because the Leatherstocking Council is a domestic corporation authorized to transact business in New York with its principal office located in Utica, New York.

64. Venue is proper because Oneida 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 J.D.**

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

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

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

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

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

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

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

72. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the Leatherstocking Council, including the services of Scoutmaster Richard Lewin and the services of those who managed and supervised Lewin.

73. 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 J.D. belonged to when he was sexually abused by Scoutmaster Richard Lewin, including its leaders and volunteers.

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

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

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

77. Upon information and belief, at all relevant times the Leatherstocking Council was responsible for the hiring and staffing, and did the hiring and staffing, for many of the leadership positions of the Boy Scout Troop that plaintiff J.D. belonged to when he was sexually abused by Scoutmaster Richard Lewin.

78. Upon information and belief, at all relevant times the Leatherstocking Council was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff J.D. belonged to when he was sexually abused by Scoutmaster Richard Lewin.

79. Upon information and belief, at all relevant times the Leatherstocking Council held itself out to the public as the owner of the Boy Scout Troop that plaintiff J.D. belonged to when he was sexually abused by Scoutmaster Richard Lewin.

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

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

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

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

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

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

86. Upon information and belief, at all relevant times Lewin was a Scoutmaster of the Leatherstocking Council.

87. Upon information and belief, at all relevant times Lewin was on the staff of, was an agent of, or served as an employee or volunteer of the Leatherstocking Council.

88. Upon information and belief, at all relevant times Lewin was acting in the course and scope of his position with the Leatherstocking Council.

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

90. At all relevant times, the BSA and the Leatherstocking Council, their agents, servants, and employees, held Lewin out to the public, to J.D., and to his parents, as their agent.



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

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

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

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

95. When J.D. was a minor, Scoutmaster Richard Lewin sexually abused him when Lewin was his Scoutmaster.

96. J.D. was sexually abused by Lewin when J.D. was approximately 15 to 16 years old.

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

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

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

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

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

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

103. From approximately 1975 through 1976, Lewin exploited the trust and authority vested in him by the BSA and the Leatherstocking Council by grooming J.D. to gain his trust and to obtain control over him as part of Lewin's plan to sexually molest and abuse J.D. and other children, including those who participated in the Scouting program offered by the BSA and the Leatherstocking Council.

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

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

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

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

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

109. Upon information and belief, at certain times between 1975 and 1976, defendants, their agents, servants, and employees knew or should have known that Lewin was sexually abusing J.D. and other children at Leatherstocking Council and elsewhere.

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

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

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

113. Upon information and belief, the BSA and the Leatherstocking Council, their agents, servants, and employees, concealed the sexual abuse of children by Lewin 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 Lewin and other abusers in their ranks would continue to molest children.

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

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

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

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

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

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

## VI. STATEMENT OF FACTS AS TO PLAINTIFF R.P.

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

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

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

123. 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 Leatherstocking Council, including those positions that were responsible for ensuring that plaintiff R.P. and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

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

125. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the Leatherstocking Council, including any policies and procedures regarding

the danger of Scouts being sexually abused by Scout leaders or volunteers and how to protect children from that danger.

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

127. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the Leatherstocking Council, including the services of Assistant Scoutmaster Robert Tobin and the services of those who managed and supervised Tobin.

128. 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.P. belonged to when he was sexually abused by Assistant Scoutmaster Robert Tobin, including its leaders and volunteers.

129. 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.P. belonged to when he was sexually abused by Assistant Scoutmaster Robert Tobin, including its policies and procedures requiring the sexual abuse of children.

130. Upon information and belief, at all relevant times the Leatherstocking Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troops, Cub Scout Troops, and other Troops in the geographic area of New York that it was assigned by the BSA, including the Boy Scout Troop that plaintiff R.P. belonged to when he was sexually abused by Assistant Scoutmaster Robert Tobin.

131. Upon information and belief, at all relevant times the Leatherstocking Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.P. belonged to when he was sexually abused by Assistant Scoutmaster

Robert Tobin, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

132. Upon information and belief, at all relevant times the Leatherstocking Council was responsible for the hiring and staffing, and did the hiring and staffing, for many of the leadership positions of the Boy Scout Troop that plaintiff R.P. belonged to when he was sexually abused by Assistant Scoutmaster Robert Tobin.

133. Upon information and belief, at all relevant times the Leatherstocking Council was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff R.P. belonged to when he was sexually abused by Assistant Scoutmaster Robert Tobin.

134. Upon information and belief, at all relevant times the Leatherstocking Council held itself out to the public as the owner of the Boy Scout Troop that plaintiff R.P. belonged to when he was sexually abused by Assistant Scoutmaster Robert Tobin.

135. Upon information and belief, at all relevant times the Leatherstocking Council materially benefited from the operation of the Boy Scout Troop that plaintiff R.P. belonged to when he was sexually abused by Assistant Scoutmaster Robert Tobin, including the services of Assistant Scoutmaster Robert Tobin and the services of those who managed and supervised Tobin.

136. Upon information and belief, at all relevant times the Leatherstocking Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.P. belonged to when he was sexually abused by Assistant Scoutmaster Robert Tobin, including its leaders and volunteers.

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



Troop that plaintiff R.P. belonged to when he was sexually abused by Assistant Scoutmaster Robert Tobin, including its policies and procedures requiring the sexual abuse of children.

138. Upon information and belief, at all relevant times Tobin was an Assistant Scoutmaster of the BSA.

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

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

141. Upon information and belief, at all relevant times Tobin was an Assistant Scoutmaster of the Leatherstocking Council.

142. Upon information and belief, at all relevant times Tobin was on the staff of, was an agent of, or served as an employee or volunteer of the Leatherstocking Council.

143. Upon information and belief, at all relevant times Tobin was acting in the course and scope of his position with the Leatherstocking Council.

144. When plaintiff R.P. was a minor, he registered with the BSA and the Leatherstocking Council and paid them a fee to participate as a member of one of their Boy Scout Troops.

145. At all relevant times, the BSA and the Leatherstocking Council, their agents, servants, and employees, held Tobin out to the public, to R.P., and to his parents, as their agent.

146. At all relevant times, the BSA and the Leatherstocking Council, their agents, servants, and employees, held Tobin out to the public, to R.P., and to his parents, as having been vetted, screened, and approved by those defendants.

147. At all relevant times, R.P. and his parents reasonably relied upon the acts and representations of the BSA and the Leatherstocking Council, their agents, servants, and employees, and reasonably believed that Tobin was an agent of those defendants who was vetted, screened, and approved by those defendants.

148. At all relevant times, R.P. and his parents trusted Tobin because the BSA and the Leatherstocking Council held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of R.P.

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

150. When R.P. was a minor, Assistant Scoutmaster Robert Tobin sexually abused him when Tobin was his Assistant Scoutmaster.

151. R.P. was sexually abused by Tobin when R.P. was approximately 12 to 13 years old.

152. Based on the representations of the BSA and the Leatherstocking Council that Tobin was safe and trustworthy, R.P. and his parents allowed R.P. to be under the supervision of, and in the care, custody, and control of, the BSA and the Leatherstocking Council, including during the times when R.P. was sexually abused by Tobin.

153. Based on the representations of the BSA and the Leatherstocking Council that Tobin was safe and trustworthy, R.P. and his parents allowed R.P. to be under the supervision of, and in the care, custody, and control of, Tobin, including during the times when R.P. was sexually abused by Tobin.

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

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

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

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

158. From approximately 1977 through 1978, Tobin exploited the trust and authority vested in him by the BSA and the Leatherstocking Council by grooming R.P. to gain his trust and to obtain control over him as part of Tobin's plan to sexually molest and abuse R.P. and other

children, including those who participated in the Scouting program offered by the BSA and the Leatherstocking Council.

159. Tobin used his position of trust and authority as an Assistant Scoutmaster of the BSA and of the Leatherstocking Council to groom R.P. and to sexually abuse him multiple times, including when R.P. was under the supervision of, and in the care, custody, or control of, the BSA, the Leatherstocking Council, and Tobin.

160. At certain times, Tobin's sexual abuse of R.P. occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and the Leatherstocking Council, including Scout camping trips.

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

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

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

164. Upon information and belief, at certain times between 1977 and 1978, defendants, their agents, servants, and employees knew or should have known that Tobin was sexually abusing R.P. and other children at Leatherstocking Council and elsewhere.

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

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

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

168. Upon information and belief, the BSA and the Leatherstocking Council, their agents, servants, and employees, concealed the sexual abuse of children by Tobin 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 Tobin and other abusers in their ranks would continue to molest children.

169. Upon information and belief, the BSA and the Leatherstocking Council, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Tobin would use his position with the defendants to sexually abuse children, including R.P.

170. Upon information and belief, the BSA and the Leatherstocking Council, their agents, servants, and employees, disregarded their knowledge that Tobin would use his position with them to sexually abuse children, including R.P.

171. Upon information and belief, the BSA and the Leatherstocking Council, their agents, servants, and employees, acted in concert with each other or with Tobin to conceal the

danger that Tobin posed to children, including R.P., so that Tobin could continue serving them despite their knowledge of that danger.

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

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

174. By reason of the wrongful acts of the BSA and the Leatherstocking Council as detailed herein, R.P. 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.P. has and/or will become obligated to expend sums of money for treatment.

## VII. STATEMENT OF FACTS AS TO PLAINTIFF R.S.

175. Plaintiff R.S. repeats and re-alleges the allegations regarding the BSA and the Leatherstocking Council from the “Introduction” and the “Parties” sections, above, including the

fact that the BSA knew for decades that Scout leaders and volunteers were using their positions to groom and to sexually abuse children throughout New York.

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

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

178. 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 Leatherstocking Council, including those positions that were responsible for ensuring that plaintiff R.S. and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

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

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

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

182. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the Leatherstocking Council, including the services of Assistant Scoutmasters John Stella and Michael McEaney and the services of those who managed and supervised Stella and McEaney.

183. 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.S. belonged to when he was sexually abused by Assistant Scoutmasters John Stella and Michael McEaney, including its leaders and volunteers.

184. 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.S. belonged to when he was sexually abused by Assistant Scoutmasters John Stella and Michael McEaney, including its policies and procedures requiring the sexual abuse of children.

185. Upon information and belief, at all relevant times the Leatherstocking Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troops, Cub Scout Troops, and other Troops in the geographic area of New York that it was assigned by the BSA, including the Boy Scout Troop that plaintiff R.S. belonged to when he was sexually abused by Assistant Scoutmasters John Stella and Michael McEaney.

186. Upon information and belief, at all relevant times the Leatherstocking Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.S. belonged to when he was sexually abused by Assistant Scoutmasters John



Stella and Michael McEaney, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

187. Upon information and belief, at all relevant times the Leatherstocking Council was responsible for the hiring and staffing, and did the hiring and staffing, for many of the leadership positions of the Boy Scout Troop that plaintiff R.S. belonged to when he was sexually abused by Assistant Scoutmasters John Stella and Michael McEaney.

188. Upon information and belief, at all relevant times the Leatherstocking Council was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff R.S. belonged to when he was sexually abused by Assistant Scoutmasters John Stella and Michael McEaney.

189. Upon information and belief, at all relevant times the Leatherstocking Council held itself out to the public as the owner of the Boy Scout Troop that plaintiff R.S. belonged to when he was sexually abused by Assistant Scoutmasters John Stella and Michael McEaney.

190. Upon information and belief, at all relevant times the Leatherstocking Council materially benefited from the operation of the Boy Scout Troop that plaintiff R.S. belonged to when he was sexually abused by Assistant Scoutmasters John Stella and Michael McEaney, including the services of Assistant Scoutmasters John Stella and Michael McEaney and the services of those who managed and supervised Stella and McEaney.

191. Upon information and belief, at all relevant times the Leatherstocking Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.S. belonged to when he was sexually abused by Assistant Scoutmasters John Stella and Michael McEaney, including its leaders and volunteers.

192. Upon information and belief, at all relevant times the Leatherstocking Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff R.S. belonged to when he was sexually abused by Assistant Scoutmasters John Stella and Michael McEaney, including its policies and procedures requiring the sexual abuse of children.

193. Upon information and belief, at all relevant times Stella and McEaney were Assistant Scoutmasters of the BSA.

194. Upon information and belief, at all relevant times Stella and McEaney were on the staff of, acted as an agent of, or served as employees or volunteers of the BSA.

195. Upon information and belief, at all relevant times Stella and McEaney were acting in the course and scope of their position with the BSA.

196. Upon information and belief, at all relevant times Stella and McEaney were Assistant Scoutmasters of the Leatherstocking Council.

197. Upon information and belief, at all relevant times Stella and McEaney were on the staff of, was an agent of, or served as employees or volunteers of the Leatherstocking Council.

198. Upon information and belief, at all relevant times Stella and McEaney was acting in the course and scope of his position with the Leatherstocking Council.

199. When plaintiff R.S. was a minor, he registered with the BSA and the Leatherstocking Council and paid them a fee to participate as a member of one of their Boy Scout Troops.

200. At all relevant times, the BSA and the Leatherstocking Council, their agents, servants, and employees, held Stella and McEaney out to the public, to R.S. and to his parents, as their agent.

201. At all relevant times, the BSA and the Leatherstocking Council, their agents, servants, and employees, held Stella and McEaney out to the public, to R.S. and to his parents, as having been vetted, screened, and approved by those defendants.

202. At all relevant times, R.S. and his parents reasonably relied upon the acts and representations of the BSA and the Leatherstocking Council, their agents, servants, and employees, and reasonably believed that Stella and McEaney was an agent of those defendants who was vetted, screened, and approved by those defendants.

203. At all relevant times, R.S. and his parents trusted Stella and McEaney because the BSA and the Leatherstocking Council held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of R.S.

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

205. When R.S. was a minor, Assistant Scoutmasters John Stella and Michael McEaney sexually abused him.

206. R.S. was sexually abused by Stella and McEaney when R.S. was approximately 13 to 15 years old.

207. Based on the representations of the BSA and the Leatherstocking Council that Stella and McEaney was safe and trustworthy, R.S. and his parents allowed R.S. to be under the supervision of, and in the care, custody, and control of, the BSA and the Leatherstocking Council, including during the times when R.S. was sexually abused by Stella and McEaney.

208. Based on the representations of the BSA and the Leatherstocking Council that Stella and McEaney was safe and trustworthy, R.S. and his parents allowed R.S. to be under the supervision of, and in the care, custody, and control of, Stella and McEaney, including during the times when R.S. was sexually abused by Stella and McEaney.

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

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

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

212. No parent of ordinary prudence in comparable circumstances would have allowed R.S. to be under the supervision of, or in the care, custody, or control of, the BSA, the Leatherstocking Council, or Stella and McEaney if the BSA or the Leatherstocking Council had

disclosed to R.S. or his parents that Stella and McEaney was not safe and was not trustworthy, and that he in fact posed a danger to R.S. in that Stella and McEaney was likely to sexually abuse him.

213. From approximately 1978 through 1984, Stella and McEaney exploited the trust and authority vested in them by the BSA and the Leatherstocking Council by grooming R.S. to gain his trust and to obtain control over him as part of Stella and McEaney's plan to sexually molest and abuse R.S. and other children, including those who participated in the Scouting program offered by the BSA and the Leatherstocking Council.

214. Stella and McEaney used their position of trust and authority as Assistant Scoutmasters of the BSA and of the Leatherstocking Council to groom R.S. and to sexually abuse him multiple times, including when R.S. was under the supervision of, and in the care, custody, or control of, the BSA, the Leatherstocking Council, and Stella and McEaney.

215. At certain times, Stella and McEaney's sexual abuse of R.S. occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and the Leatherstocking Council, including during Scout camping trips and Troop merit badge projects.

216. Upon information and belief, prior to the times mentioned herein, Stella and McEaney were known sexual abusers of children.

217. Upon information and belief, at all relevant times, defendants, their agents, servants, and employees, knew or should have known that Stella and McEaney were known sexual abusers of children.

218. Upon information and belief, at all relevant times it was reasonably foreseeable to defendants, their agents, servants, and employees that Stella and McEaney's sexual abuse of

children would likely result in injury to others, including the sexual abuse of R.S. and other children by Stella and McEaney.

219. Upon information and belief, at certain times between 1981 and 1984, defendants, their agents, servants, and employees knew or should have known that Stella and McEaney was sexually abusing R.S. and other children at Leatherstocking Council and elsewhere.

220. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Stella and McEaney of R.S. was ongoing.

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

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

223. Upon information and belief, the BSA and the Leatherstocking Council, their agents, servants, and employees, concealed the sexual abuse of children by Stella and McEaney 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 Stella and McEaney and other abusers in their ranks would continue to molest children.

224. Upon information and belief, the BSA and the Leatherstocking Council, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Stella and McEaney would use their positions with the defendants to sexually abuse children, including R.S.

225. Upon information and belief, the BSA and the Leatherstocking Council, their agents, servants, and employees, disregarded their knowledge that Stella and McEaney would use their positions with them to sexually abuse children, including R.S.

226. Upon information and belief, the BSA and the Leatherstocking Council, their agents, servants, and employees, acted in concert with each other or with Stella and McEaney to conceal the danger that Stella and McEaney posed to children, including R.S. so that Stella and McEaney could continue serving them despite their knowledge of that danger.

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

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

229. By reason of the wrongful acts of the BSA and the Leatherstocking Council as detailed herein, R.S. 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.S. has and/or will become obligated to expend sums of money for treatment.

## **VIII. CAUSES OF ACTION AS TO PLAINTIFF J.D.**

### **A. FIRST CAUSE OF ACTION – NEGLIGENCE**

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

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

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

233. The BSA and the Leatherstocking Council were supervising J.D., and had care, custody, and control of J.D., 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.

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



235. The BSA and the Leatherstocking Council breached each of the foregoing duties by failing to exercise reasonable care to prevent Lewin from harming J.D., including sexually abusing him.

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

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

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

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

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

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

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

242. The BSA and the Leatherstocking Council engaged in reckless, extreme, and outrageous conduct by representing to J.D. and his family that Lewin 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 Lewin, 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.

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

244. The BSA and the Leatherstocking Council knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and J.D. did in fact suffer severe emotional and psychological distress

and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

**IX. CAUSES OF ACTION AS TO PLAINTIFF R.P.**

**A. FIRST CAUSE OF ACTION – NEGLIGENCE**

245. Plaintiff R.P. repeats and re-alleges all of his allegations above and below.

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

247. The BSA and the Leatherstocking Council also had a duty to take reasonable steps to prevent Tobin from using the tasks, premises, and instrumentalities of his position as an Assistant Scoutmaster with the defendants to target, groom, and sexually abuse children, including R.P.

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

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

250. The BSA and the Leatherstocking Council breached each of the foregoing duties by failing to exercise reasonable care to prevent Tobin from harming R.P., including sexually abusing him.

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

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

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

254. As a direct and proximate result of the acts and omissions of the BSA and the Leatherstocking Council, Tobin groomed and sexually abused R.P., which has caused R.P. to suffer general and special damages as more fully described herein.

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

255. Plaintiff R.P. repeats and re-alleges all of his allegations above and below.

256. The BSA and the Leatherstocking Council engaged in reckless, extreme, and outrageous conduct by providing Tobin with access to children, including plaintiff R.P., despite knowing that he would likely use his position to groom and to sexually abuse them, including R.P. 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.

257. The BSA and the Leatherstocking Council engaged in reckless, extreme, and outrageous conduct by representing to R.P. and his family that Tobin 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 Tobin, 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.

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

259. The BSA and the Leatherstocking Council knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and R.P. 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 R.S.**

**A. FIRST CAUSE OF ACTION – NEGLIGENCE**

260. Plaintiff R.S. repeats and re-alleges all of his allegations above and below.

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

262. The BSA and the Leatherstocking Council also had a duty to take reasonable steps to prevent Stella and McEaney from using the tasks, premises, and instrumentalities of their positions as Assistant Scoutmasters with the defendants to target, groom, and sexually abuse children, including R.S.

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

264. These circumstances created a special relationship between the BSA and R.S. and between the Leatherstocking Council and R.S. which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

265. The BSA and the Leatherstocking Council breached each of the foregoing duties by failing to exercise reasonable care to prevent Stella and McEaney from harming R.S. including sexually abusing him.

266. In breaching their duties, including hiring, retaining, and failing to supervise Stella and McEaney, giving them access to children, entrusting their tasks, premises, and instrumentalities to them, 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.S., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for R.S.

and other children who were under their supervision and in their care, custody, and control, the BSA and the Leatherstocking Council created a risk that R.S. would be sexually abused by Stella and McEaney. The BSA and the Leatherstocking Council through their actions and inactions created an environment that placed R.S. in danger of unreasonable risks of harm under the circumstances.

267. In breaching their duties, including hiring, retaining, and failing to supervise Stella and McEaney, giving them access to children, entrusting their tasks, premises, and instrumentalities to them, 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.S., his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for R.S. and other children who were under their supervision and in their care, custody, and control, the BSA and the Leatherstocking Council acted willfully and with conscious disregard for the need to protect R.S. The BSA and the Leatherstocking Council through their actions and inactions created an environment that placed R.S. in danger of unreasonable risks of harm under the circumstances.

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

269. As a direct and proximate result of the acts and omissions of the BSA and the Leatherstocking Council, Stella and McEaney groomed and sexually abused R.S. which has caused R.S. to suffer general and special damages as more fully described herein.

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

270. Plaintiff R.S. repeats and re-alleges all of his allegations above and below.

271. The BSA and the Leatherstocking Council engaged in reckless, extreme, and outrageous conduct by providing Stella and McEaney with access to children, including plaintiff

R.S., despite knowing that they would likely use their position to groom and to sexually abuse them, including R.S. 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.

272. The BSA and the Leatherstocking Council engaged in reckless, extreme, and outrageous conduct by representing to R.S. and his family that Stella and McEaney were 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 Stella and McEaney, 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.

273. As a result of this reckless, extreme, and outrageous conduct, Stella and McEaney used their positions with the defendants to gain access to R.S. and to sexually abuse him.

274. The BSA and the Leatherstocking Council knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and R.S. 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. CPLR 1603 – NO APPORTIONMENT OF LIABILITY**

275. 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.

## XII. PRAYER FOR RELIEF

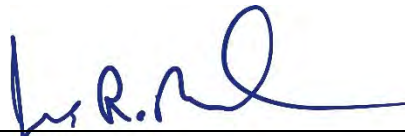
276. The plaintiffs demand judgment against the defendants named in their causes of action, together with compensatory and punitive damages to be determined at trial, and the interest, cost and disbursements pursuant to their causes of action, and such other and further relief as the Court deems just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

277. 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,

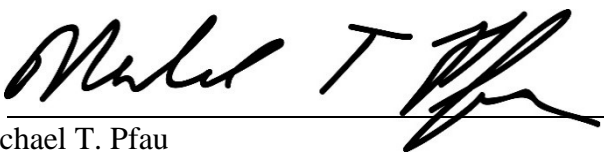
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