

NEW YORK STATE SUPREME COURT
ALBANY COUNTY

-----X Index No.: _____

ANDREW PRATT, C.B., and J.C., Date Filed: _____

Plaintiffs,

SUMMONS

-against-

Plaintiffs designate Albany County as the place of trial.

BOY SCOUTS OF AMERICA and
TWIN RIVERS COUNCIL,

Defendants.

The basis of venue is one defendant's residence.

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Child Victims Act Proceeding
22 NYCRR 202.72

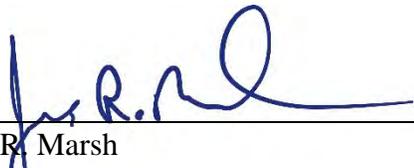
TO THE ABOVE NAMED DEFENDANTS:

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
ALBANY COUNTY

-----X
ANDREW PRATT, C.B., and J.C.,

Index No.: _____/___

COMPLAINT

Plaintiffs,

-against-

BOY SCOUTS OF AMERICA and TWIN RIVERS
COUNCIL,

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. 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 Andrew Pratt is an adult male who currently resides in Ballston Spa, New York.

19. Upon information and belief, Scoutmaster David Perkins ("Perkins") 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 Andrew Pratt's Boy Scout Troop.

20. During the time that Perkins 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 Andrew Pratt.

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

sexually abuse plaintiff Andrew Pratt, 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 Perkins used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff Andrew Pratt, 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 Twin Rivers Council, Boy Scouts of America (“Twin Rivers Council”), was a New York corporation organized under New York law that transacted business in Albany County.

25. Upon information and belief, the Twin Rivers Council 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 Twin Rivers 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 Andrew Pratt when he was sexually abused by Scoutmaster David Perkins.

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

28. Upon information and belief, Scoutmaster David Perkins was a Boy Scout leader or volunteer that the Twin Rivers Council used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff Andrew Pratt’s Boy Scout Troop.

29. During the time that Perkins served as a Boy Scout leader or volunteer for the Twin Rivers Council, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse plaintiff Andrew Pratt.

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

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

33. Upon information and belief, at all relevant times the BSA and the Twin Rivers Council owned and operated several Boy Scout Camps, located in and around Saratoga Springs, New York, 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 Twin Rivers Council used the foregoing camps to promote and benefit their Scouting program, including during the times that plaintiff Andrew Pratt attended one of these camp and was sexually abused at the camp, and both defendants generated revenue from the camp operations, including fees paid by Andrew and his family so he could attend the camp and participate in its activities.

35. Plaintiff C.B. is an adult male who currently resides in Schenectady, New York.

36. While he was a minor, plaintiff C.B. 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 C.B. 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 C.B. 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 Harold Cloud (“Cloud”) 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 C.B.’s Boy Scout Troop.

39. During the time that Cloud 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 C.B.

40. To the extent that the BSA was a different entity, corporation, or organization during the period of time in which Cloud used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff C.B., 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 Cloud used his position as a Boy Scout leader or volunteer to sexually abuse plaintiff C.B., 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 Twin Rivers 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 C.B. when he was sexually abused by Scoutmaster Harold Cloud.

44. Upon information and belief, Scoutmaster Harold Cloud was a Boy Scout leader or volunteer that the Twin Rivers Council used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in plaintiff C.B.'s Boy Scout Troop.

45. During the time that Cloud served as a Boy Scout leader or volunteer for the Twin Rivers Council, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse plaintiff C.B.

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

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

49. Upon information and belief, at all relevant times the BSA and the Twin Rivers Council owned and operated Camp Boyhaven, located in Middle Grove, New York, and they

hired, supervised, and retained the staff, leaders, and volunteers who operated, coordinated, and supervised the camp.

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

51. Plaintiff J.C. is an adult male who currently resides in Redmond, Washington.

52. While he was a minor, plaintiff J.C. 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.C. 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.

53. In the alternative, plaintiff J.C. 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.

54. Upon information and belief, BSA used and relied upon older Scouts (referred to herein as "Senior Scouts") to supervise the younger Scouts at Camp Boyhaven, including plaintiff J.C.

55. During the time that the Senior Scouts served as supervisors for the BSA, they used their positions to groom and to sexually abuse plaintiff J.C.

56. To the extent that the BSA was a different entity, corporation, or organization during the period of time in which the Senior Scouts used their positions as supervisors to sexually

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

57. To the extent the BSA is a successor to a different entity, corporation, or organization which existed during the period of time during which the Senior Scouts used their positions as supervisors to sexually abuse plaintiff J.C., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

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

59. Upon information and belief, at all relevant times the Twin Rivers 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.C. when he was sexually abused by Senior Scouts.

60. Upon information and belief, the Twin Rivers Council used and relied upon the Senior Scouts to supervise young Scouts at Camp Boyhaven, including plaintiff J.C.

61. During the time that Senior Scouts served as supervisors for the Twin Rivers Council, they used their positions to groom and to sexually abuse plaintiff J.C.

62. To the extent that the Twin Rivers Council was a different entity, corporation, or organization during the time the Senior Scouts used their positions as supervisors to sexually abuse plaintiff J.C., such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

63. To the extent the Twin Rivers Council is a successor to a different entity, corporation, or organization which existed during the time the Senior Scouts used their positions

as supervisors to sexually abuse plaintiff J.C., such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

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

65. Upon information and belief, at all relevant times the BSA and the Twin Rivers Council owned and operated Camp Boyhaven, located in Middle Grove, New York, and they hired, supervised, and retained the staff, leaders, and volunteers who operated, coordinated, and supervised the camp.

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

IV. VENUE

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

68. Venue is proper because the Twin Rivers Council is a domestic corporation authorized to transact business in New York with its principal office located in Albany, New York.

V. STATEMENT OF FACTS AS TO PLAINTIFF ANDREW PRATT

69. Plaintiff Andrew Pratt repeats and re-alleges the allegations regarding the BSA and the Twin Rivers 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.

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

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

72. 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 Twin Rivers Council, including those positions that were responsible for ensuring that plaintiff Andrew Pratt and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

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

74. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the Twin Rivers 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.

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

76. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the Twin Rivers Council, including the services of Scoutmaster David Perkins and the services of those who managed and supervised Perkins.

77. 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 Andrew Pratt belonged to when he was sexually abused by Scoutmaster David Perkins, including its leaders and volunteers.

78. 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 Andrew Pratt belonged to when he was sexually abused by Scoutmaster David Perkins, including its policies and procedures requiring the sexual abuse of children.

79. Upon information and belief, at all relevant times the Twin Rivers 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 Andrew Pratt belonged to when he was sexually abused by Scoutmaster David Perkins.

80. Upon information and belief, at all relevant times the Twin Rivers Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff Andrew Pratt belonged to when he was sexually abused by Scoutmaster David Perkins, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

81. Upon information and belief, at all relevant times the Twin Rivers 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 Andrew Pratt belonged to when he was sexually abused by Scoutmaster David Perkins.

82. Upon information and belief, at all relevant times the Twin Rivers Council was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff Andrew Pratt belonged to when he was sexually abused by Scoutmaster David Perkins.

83. Upon information and belief, at all relevant times the Twin Rivers Council held itself out to the public as the owner of the Boy Scout Troop that plaintiff Andrew Pratt belonged to when he was sexually abused by Scoutmaster David Perkins.

84. Upon information and belief, at all relevant times the Twin Rivers Council materially benefited from the operation of the Boy Scout Troop that plaintiff Andrew Pratt belonged to when he was sexually abused by Scoutmaster David Perkins, including the services of Scoutmaster David Perkins and the services of those who managed and supervised Perkins.

85. Upon information and belief, at all relevant times the Twin Rivers Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff Andrew Pratt belonged to when he was sexually abused by Scoutmaster David Perkins, including its leaders and volunteers.

86. Upon information and belief, at all relevant times the Twin Rivers Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff Andrew Pratt belonged to when he was sexually abused by Scoutmaster David Perkins, including its policies and procedures requiring the sexual abuse of children.

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

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

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

90. Upon information and belief, at all relevant times Perkins was a Scoutmaster of the Twin Rivers Council.

91. Upon information and belief, at all relevant times Perkins was on the staff of, was an agent of, or served as an employee or volunteer of the Twin Rivers Council.

92. Upon information and belief, at all relevant times Perkins was acting in the course and scope of his position with the Twin Rivers Council.

93. When plaintiff Andrew Pratt was a minor, he registered with the BSA and the Twin Rivers Council and paid them a fee to participate as a member of one of their Boy Scout Troops and to attend their Boy Scout camps.

94. At all relevant times, the BSA and the Twin Rivers Council, their agents, servants, and employees, held Perkins out to the public, to Andrew, and to his parents, as their agent.

95. At all relevant times, the BSA and the Twin Rivers Council, their agents, servants, and employees, held Perkins out to the public, to Andrew, and to his parents, as having been vetted, screened, and approved by those defendants.

96. At all relevant times, Andrew and his parents reasonably relied upon the acts and representations of the BSA and the Twin Rivers Council, their agents, servants, and employees, and reasonably believed that Perkins was an agent of those defendants who was vetted, screened, and approved by those defendants.

97. At all relevant times, Andrew and his parents trusted Perkins because the BSA and the Twin Rivers Council held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Andrew.

98. At all relevant times, Andrew and his parents believed that the BSA and the Twin Rivers 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 Andrew.

99. When Andrew was a minor, Scoutmaster David Perkins sexually abused him when Perkins was his Scoutmaster.

100. Andrew was sexually abused by Perkins when Andrew was approximately 12 years old.

101. Based on the representations of the BSA and the Twin Rivers Council that Perkins was safe and trustworthy, Andrew and his parents allowed Andrew to be under the supervision of, and in the care, custody, and control of, the BSA and the Twin Rivers Council, including during the times when Andrew was sexually abused by Perkins.

102. Based on the representations of the BSA and the Twin Rivers Council that Perkins was safe and trustworthy, Andrew and his parents allowed Andrew to be under the supervision of, and in the care, custody, and control of, Perkins, including during the times when Andrew was sexually abused by Perkins.

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

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

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

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

107. In approximately 1974, Perkins exploited the trust and authority vested in him by the BSA and the Twin Rivers Council by grooming Andrew to gain his trust and to obtain control over him as part of Perkins's plan to sexually molest and abuse Andrew and other children, including those who participated in the Scouting program offered by the BSA and the Twin Rivers Council.

108. Perkins used his position of trust and authority as a Scoutmaster of the BSA and of the Twin Rivers Council to groom Andrew and to sexually abuse him multiple times, including when Andrew was under the supervision of, and in the care, custody, or control of, the BSA, the Twin Rivers Council, and Perkins.

109. At certain times, Perkins's sexual abuse of Andrew occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and the Twin Rivers Council, including Scout camping trips, Troop meetings, and Scout Camp in or around Saratoga Springs, New York,

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

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

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

113. The defendants, their agents, servants, and employees, knew or should have known that Perkins was sexually abusing Andrew and other children at Twin Rivers Council and elsewhere.

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

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

116. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, knew or should have known before and during Perkins's sexual abuse of

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

117. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, concealed the sexual abuse of children by Perkins 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 Perkins and other abusers in their ranks would continue to molest children.

118. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Perkins would use his position with the defendants to sexually abuse children, including Andrew.

119. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, disregarded their knowledge that Perkins would use his position with them to sexually abuse children, including Andrew.

120. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, acted in concert with each other or with Perkins to conceal the danger that Perkins posed to children, including Andrew, so that Perkins could continue serving them despite their knowledge of that danger.

121. Upon information and belief, the BSA and the Twin Rivers 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 Andrew, and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

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

123. By reason of the wrongful acts of the BSA and the Twin Rivers Council as detailed herein, Andrew 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 Andrew has and/or will become obligated to expend sums of money for treatment.

VI. STATEMENT OF FACTS AS TO PLAINTIFF C.B.

124. Plaintiff C.B. repeats and re-alleges the allegations regarding the BSA and the Twin Rivers 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.

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

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

127. 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 Twin Rivers Council, including those positions that were responsible for ensuring that plaintiff C.B. and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

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

129. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the Twin Rivers 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.

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

131. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the Twin Rivers Council, including the services of Scoutmaster Harold Cloud and the services of those who managed and supervised Cloud.

132. 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 C.B. belonged to when he was sexually abused by Scoutmaster Harold Cloud, including its leaders and volunteers.

133. 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 C.B. belonged to when he was sexually abused by Scoutmaster Harold Cloud, including its policies and procedures requiring the sexual abuse of children.

134. Upon information and belief, at all relevant times the Twin Rivers 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 C.B. belonged to when he was sexually abused by Scoutmaster Harold Cloud.

135. Upon information and belief, at all relevant times the Twin Rivers Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff C.B. belonged to when he was sexually abused by Scoutmaster Harold Cloud, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

136. Upon information and belief, at all relevant times the Twin Rivers 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 C.B. belonged to when he was sexually abused by Scoutmaster Harold Cloud.

137. Upon information and belief, at all relevant times the Twin Rivers Council was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff C.B. belonged to when he was sexually abused by Scoutmaster Harold Cloud.

138. Upon information and belief, at all relevant times the Twin Rivers Council held itself out to the public as the owner of the Boy Scout Troop that plaintiff C.B. belonged to when he was sexually abused by Scoutmaster Harold Cloud.

139. Upon information and belief, at all relevant times the Twin Rivers Council materially benefited from the operation of the Boy Scout Troop that plaintiff C.B. belonged to when he was sexually abused by Scoutmaster Harold Cloud, including the services of Scoutmaster Harold Cloud and the services of those who managed and supervised Cloud.

140. Upon information and belief, at all relevant times the Twin Rivers Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff C.B. belonged to when he was sexually abused by Scoutmaster Harold Cloud, including its leaders and volunteers.

141. Upon information and belief, at all relevant times the Twin Rivers Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff C.B. belonged to when he was sexually abused by Scoutmaster Harold Cloud, including its policies and procedures requiring the sexual abuse of children.

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

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

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

145. Upon information and belief, at all relevant times Cloud was a Scoutmaster of the Twin Rivers Council.

146. Upon information and belief, at all relevant times Cloud was on the staff of, was an agent of, or served as an employee or volunteer of the Twin Rivers Council.

147. Upon information and belief, at all relevant times Cloud was acting in the course and scope of his position with the Twin Rivers Council.

148. When plaintiff C.B. was a minor, he registered with the BSA and the Twin Rivers Council and paid them a fee to participate as a member of one of their Boy Scout Troops and to attend their Boy Scout camps.

149. At all relevant times, the BSA and the Twin Rivers Council, their agents, servants, and employees, held Cloud out to the public, to C.B., and to his parents, as their agent.

150. At all relevant times, the BSA and the Twin Rivers Council, their agents, servants, and employees, held Cloud out to the public, to C.B., and to his parents, as having been vetted, screened, and approved by those defendants.

151. At all relevant times, C.B. and his parents reasonably relied upon the acts and representations of the BSA and the Twin Rivers Council, their agents, servants, and employees, and reasonably believed that Cloud was an agent of those defendants who was vetted, screened, and approved by those defendants.

152. At all relevant times, C.B. and his parents trusted Cloud because the BSA and the Twin Rivers Council held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of C.B.

153. At all relevant times, C.B. and his parents believed that the BSA and the Twin Rivers 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 C.B.

154. When C.B. was a minor, Scoutmaster Harold Cloud sexually abused him when Cloud was his Scoutmaster.

155. C.B. was sexually abused by Cloud when C.B. was approximately 12 to 13 years old.

156. Based on the representations of the BSA and the Twin Rivers Council that Cloud was safe and trustworthy, C.B. and his parents allowed C.B. to be under the supervision of, and in the care, custody, and control of, the BSA and the Twin Rivers Council, including during the times when C.B. was sexually abused by Cloud.

157. Based on the representations of the BSA and the Twin Rivers Council that Cloud was safe and trustworthy, C.B. and his parents allowed C.B. to be under the supervision of, and in the care, custody, and control of, Cloud, including during the times when C.B. was sexually abused by Cloud.

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

159. Neither C.B. nor his parents would have paid the BSA or the Twin Rivers Council to allow him to be a member of their Boy Scout Troop if the BSA or the Twin Rivers Council had

disclosed to C.B. or his parents that Cloud was not safe and was not trustworthy, and that he in fact posed a danger to C.B. in that Cloud was likely to sexually abuse C.B.

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

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

162. From approximately 1970 through 1972, Cloud exploited the trust and authority vested in him by the BSA and the Twin Rivers Council by grooming C.B. to gain his trust and to obtain control over him as part of Cloud's plan to sexually molest and abuse C.B. and other children, including those who participated in the Scouting program offered by the BSA and the Twin Rivers Council.

163. Cloud used his position of trust and authority as a Scoutmaster of the BSA and of the Twin Rivers Council to groom C.B. and to sexually abuse him multiple times, including when C.B. was under the supervision of, and in the care, custody, or control of, the BSA, the Twin Rivers Council, and Cloud.

164. At certain times, Cloud's sexual abuse of C.B. occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and

the Twin Rivers Council, including Scout camping trips at Camp Boyhaven and Troop merit badge projects.

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

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

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

168. At certain times between 1970 and 1972, defendants, their agents, servants, and employees knew or should have known that Cloud was sexually abusing C.B. and other children at Twin Rivers Council and elsewhere.

169. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by Cloud of C.B. was ongoing.

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

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

172. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, concealed the sexual abuse of children by Cloud 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 Cloud and other abusers in their ranks would continue to molest children.

173. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Cloud would use his position with the defendants to sexually abuse children, including C.B.

174. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, disregarded their knowledge that Cloud would use his position with them to sexually abuse children, including C.B.

175. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, acted in concert with each other or with Cloud to conceal the danger that Cloud posed to children, including C.B., so that Cloud could continue serving them despite their knowledge of that danger.

176. Upon information and belief, the BSA and the Twin Rivers 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 C.B., and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

177. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, concealed the sexual abuse of children by Scout leaders, volunteers, and

other persons serving the BSA and the Twin Rivers 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.

178. By reason of the wrongful acts of the BSA and the Twin Rivers Council as detailed herein, C.B. 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 C.B. has and/or will become obligated to expend sums of money for treatment.

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

179. Plaintiff J.C. repeats and re-alleges the allegations regarding the BSA and the Twin Rivers Council from the “Introduction” and the “Parties” sections, above, including the fact that the BSA knew for decades that Scout leaders, Senior Scouts, and volunteers were using their positions to groom and to sexually abuse children throughout New York.

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

181. Upon information and belief, at all relevant times the BSA, its agents, servants, and employees managed, maintained, operated, and controlled the Twin Rivers Council, and held out

to the public its agents, servants, and employees as those who managed, maintained, operated, and controlled the Twin Rivers Council.

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

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

184. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the Twin Rivers 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.

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

186. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the Twin Rivers Council, including the services of Senior Scouts and the services of those who managed and supervised Senior Scouts.

187. 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.C.

belonged to when he was sexually abused by the Senior Scouts at Camp Boyhaven, including its leaders and volunteers.

188. 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.C. belonged to when he was sexually abused by Senior Scouts at Camp Boyhaven, including its policies and procedures requiring the sexual abuse of children.

189. Upon information and belief, at all relevant times the Twin Rivers 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.C. belonged to when he was sexually abused by Senior Scouts at Camp Boyhaven.

190. Upon information and belief, at all relevant times the Twin Rivers Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff J.C. belonged to when he was sexually abused by Senior Scouts at Camp Boyhaven, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

191. Upon information and belief, at all relevant times the Twin Rivers 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.C. belonged to when he was sexually abused by Senior Scouts at Camp Boyhaven.

192. Upon information and belief, at all relevant times the Twin Rivers Council was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that plaintiff J.C. belonged to when he was sexually abused by Senior Scouts at Camp Boyhaven.

193. Upon information and belief, at all relevant times the Twin Rivers Council held itself out to the public as the owner of the Boy Scout Troop that plaintiff J.C. belonged to when he was sexually abused by Senior Scouts at Camp Boyhaven.

194. Upon information and belief, at all relevant times the Twin Rivers Council materially benefited from the operation of the Boy Scout Troop that plaintiff J.C. belonged to when he was sexually abused by Senior Scouts at Camp Boyhaven, including the services of Senior Scouts and the services of those who managed and supervised the Senior Scouts.

195. Upon information and belief, at all relevant times the Twin Rivers Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff J.C. belonged to when he was sexually abused by Senior Scouts at Camp Boyhaven, including its leaders and volunteers.

196. Upon information and belief, at all relevant times the Twin Rivers Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that plaintiff J.C. belonged to when he was sexually abused by Senior Scouts at Camp Boyhaven, including its policies and procedures requiring the sexual abuse of children.

197. Upon information and belief, at all relevant times the Senior Scouts were members of the BSA.

198. Upon information and belief, at all relevant times the Senior Scouts were on the staff of, acted as an agent of, or served as an employee or volunteer of the BSA.

199. Upon information and belief, at all relevant times the Senior Scouts were acting in the course and scope of their position with the BSA.

200. Upon information and belief, at all relevant times the Senior Scouts were acting in the course and scope of their position with the Twin Rivers Council.

201. Upon information and belief, at all relevant times the Senior Scouts were on the staff of, were an agent of, or served as an employee or volunteer of the Twin Rivers Council.

202. Upon information and belief, at all relevant times the Senior Scouts were acting in the course and scope of their position with the Twin Rivers Council.

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

204. At all relevant times, the BSA and the Twin Rivers Council, their agents, servants, and employees, held the Senior Scouts out to the public, to J.C., and to his parents, as their agents.

205. At all relevant times, the BSA and the Twin Rivers Council, their agents, servants, and employees, held the Senior Scouts out to the public, to J.C., and to his parents, as having been vetted, screened, and approved by those defendants.

206. At all relevant times, J.C. and his parents reasonably relied upon the acts and representations of the BSA and the Twin Rivers Council, their agents, servants, and employees, and reasonably believed that the Senior Scouts were an agent of those defendants who was vetted, screened, and approved by those defendants.

207. At all relevant times, J.C. and his parents trusted the Senior Scouts because the BSA and the Twin Rivers Council held them out as individuals who were safe and could be trusted with the supervision, care, custody, and control of J.C.

208. At all relevant times, J.C. and his parents believed that the BSA and the Twin Rivers 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.C.

209. When J.C. was a minor, the Senior Scouts sexually abused him while he was attending Boy Scout Camp at Camp Boyhaven.

210. J.C. was sexually abused by the Senior Scouts at Camp Boyhaven when J.C. was approximately 12 years old.

211. Based on the representations of the BSA and the Twin Rivers Council that the Senior Scouts were safe and trustworthy, J.C. and his parents allowed J.C. to be under the supervision of, and in the care, custody, and control of, the BSA and the Twin Rivers Council, including during the times when J.C. was sexually abused by the Senior Scouts.

212. Based on the representations of the BSA and the Twin Rivers Council that the Senior Scouts were safe and trustworthy, J.C. and his parents allowed J.C. to be under the supervision of, and in the care, custody, and control of, the Senior Scouts, including during the times when J.C. was sexually abused by the Senior Scouts.

213. Neither J.C. nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, the BSA, the Twin Rivers Council, or the Senior Scouts if the BSA or the Twin Rivers Council had disclosed to J.C. or his parents that the Senior Scouts were not safe and were not trustworthy, and that they in fact posed a danger to J.C. in that Senior Scouts would sexually abuse J.C.

214. Neither J.C. nor his parents would have paid the BSA or the Twin Rivers Council to allow him to be a member of their Boy Scout Troop if the BSA or the Twin Rivers Council had disclosed to J.C. or his parents that the Senior Scouts were not safe and were not trustworthy, and that they in fact posed a danger to J.C. in that the Senior Scouts would likely sexually abuse J.C.

215. Neither J.C. nor his parents would have paid the BSA or the Twin Rivers Council to allow him to be a member of their Boy Scout Troop if the BSA or the Twin Rivers Council had disclosed to J.C. or his parents that the BSA knew for decades that hundreds or thousands of sexual predators, like the Senior Scouts, were using their position to groom and to sexually abuse children.

216. No parent of ordinary prudence in comparable circumstances would have allowed J.C. to be under the supervision of, or in the care, custody, or control of, the BSA, the Twin Rivers Council, or the Senior Scouts if the BSA or the Twin Rivers Council had disclosed to J.C. or his parents that the Senior Scouts were not safe and were not trustworthy, and that they in fact posed a danger to J.C. in that the Senior Scouts were likely to sexually abuse him.

217. From approximately 1988 through 1989, the Senior Scouts exploited the trust and authority vested in them by the BSA and the Twin Rivers Council by grooming J.C. to gain his trust and to obtain control over him as part of the Senior Scouts' plan to sexually molest and abuse J.C. and other children, including those who attended Camp Boyhaven and participated in the Scouting program offered by the BSA and the Twin Rivers Council.

218. The Senior Scouts used their position of trust and authority as Senior Scouts of the BSA and of the Twin Rivers Council to groom J.C. and to sexually abuse him multiple times at Camp Boyhaven when J.C. was under the supervision of, and in the care, custody, or control of, the BSA and the Twin Rivers Council.

219. The Senior Scouts' sexual abuse of J.C. occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and the Twin Rivers Council, including Scout Camp at Camp Boyhaven.

220. Upon information and belief, prior to the times mentioned herein, the Senior Scouts were known sexual abusers of children.

221. At all relevant times, defendants, their agents, servants, and employees, knew or should have known that the Senior Scouts were known sexual abusers of children.

222. At all relevant times, it was reasonably foreseeable to defendants, their agents, servants, and employees that the Senior Scouts' sexual abuse of children would likely result in injury to others, including the sexual abuse of J.C. and other children.

223. At certain times between 1988 and 1989, defendants, their agents, servants, and employees knew or should have known that the Senior Scouts were sexually abusing J.C. and other children at Twin Rivers Council, Camp Boyhaven, and elsewhere.

224. Upon information and belief, defendants, their agents, servants, and employees knew or should have known that the sexual abuse by the Senior Scouts of J.C. was ongoing.

225. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, knew or should have known before and during the Senior Scouts' sexual abuse of J.C. that Scout leaders, volunteers, Senior Scouts, and other persons serving the BSA and the Twin Rivers Council had used their positions with those defendants to groom and to sexually abuse children.

226. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, knew or should have known before and during the Senior Scouts' sexual abuse of J.C. that such Scout leaders, Senior Scouts, volunteers, and other persons could not be "cured" through treatment or counseling.

227. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, concealed the sexual abuse of children by the Senior Scouts in order to conceal their own bad acts in failing to protect children from them, to protect their reputation, and to prevent victims of such sexual abuse by them 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 the Senior Scouts and other abusers in their ranks would continue to molest children.

228. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that the Senior Scouts would use their position with the defendants to sexually abuse children, including J.C.

229. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, disregarded their knowledge that the Senior Scouts would use their position with them to sexually abuse children, including J.C.

230. Upon information and belief, the BSA and the Twin Rivers Council, their agents, servants, and employees, acted in concert with each other or with the Senior Scouts to conceal the danger that the Senior Scouts posed to children, including J.C., so that the Senior Scouts could continue serving them despite their knowledge of that danger.

231. Upon information and belief, the BSA and the Twin Rivers 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.C., and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

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

233. By reason of the wrongful acts of the BSA and the Twin Rivers Council as detailed herein, J.C. 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.C. has and/or will become obligated to expend sums of money for treatment.

VIII. CAUSES OF ACTION AS TO PLAINTIFF ANDREW PRATT

A. FIRST CAUSE OF ACTION – NEGLIGENCE

234. Plaintiff Andrew Pratt repeats and re-alleges all of his allegations above and below.

235. The BSA and the Twin Rivers Council had a duty to take reasonable steps to protect plaintiff Andrew Pratt, a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

236. The BSA and the Twin Rivers Council also had a duty to take reasonable steps to prevent Perkins from using the tasks, premises, and instrumentalities of his position as a Scoutmaster with the defendants to target, groom, and sexually abuse children, including Andrew.

237. The BSA and the Twin Rivers Council were supervising Andrew, and had care, custody, and control of Andrew, when he was a paying member of their Boy Scout Troop or participating in Scouting activities, including Scout camping trips, Troop meetings, and Scout Camp in or around Saratoga Springs, New York, at which time those defendants had a duty to take reasonable steps to protect him.

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

239. The BSA and the Twin Rivers Council breached each of the foregoing duties by failing to exercise reasonable care to prevent Perkins from harming Andrew, including sexually abusing him.

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

241. In breaching their duties, including hiring, retaining, and failing to supervise Perkins, 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 Andrew, his parents, and other parents of the danger of sexual abuse, and failing to create a safe and secure environment for Andrew and other children who were under their supervision and in their care, custody, and control, the BSA and the Twin Rivers Council acted willfully and with conscious disregard for the need to protect Andrew. The

BSA and the Twin Rivers Council through their actions and inactions created an environment that placed Andrew in danger of unreasonable risks of harm under the circumstances.

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

243. As a direct and proximate result of the acts and omissions of the BSA and the Twin Rivers Council, Perkins groomed and sexually abused Andrew, which has caused Andrew to suffer general and special damages as more fully described herein.

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

244. Plaintiff Andrew Pratt repeats and re-alleges all of his allegations above and below.

245. The BSA and the Twin Rivers Council engaged in reckless, extreme, and outrageous conduct by providing Perkins with access to children, including plaintiff Andrew Pratt, despite knowing that he would likely use his position to groom and to sexually abuse them, including Andrew. 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.

246. The BSA and the Twin Rivers Council engaged in reckless, extreme, and outrageous conduct by representing to Andrew and his family that Perkins 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 Perkins, 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.

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

248. The BSA and the Twin Rivers Council knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and Andrew 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 C.B.

A. FIRST CAUSE OF ACTION – NEGLIGENCE

249. Plaintiff C.B. repeats and re-alleges all of his allegations above and below.

250. The BSA and the Twin Rivers Council had a duty to take reasonable steps to protect plaintiff C.B., a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

251. The BSA and the Twin Rivers Council also had a duty to take reasonable steps to prevent Cloud from using the tasks, premises, and instrumentalities of his position as a Scoutmaster with the defendants to target, groom, and sexually abuse children, including C.B.

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

253. These circumstances created a special relationship between the BSA and C.B., and between the Twin Rivers Council and C.B., which imposed on each of those defendants a duty to exercise the degree of care of a parent of ordinary prudence in comparable circumstances.

254. The BSA and the Twin Rivers Council breached each of the foregoing duties by failing to exercise reasonable care to prevent Cloud from harming C.B., including sexually abusing him.

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

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

257. It was reasonably foreseeable that defendants' breach of these duties of care would result in the sexual abuse of C.B.

258. As a direct and proximate result of the acts and omissions of the BSA and the Twin Rivers Council, Cloud groomed and sexually abused C.B., which has caused C.B. to suffer general and special damages as more fully described herein.

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

259. Plaintiff C.B. repeats and re-alleges all of his allegations above and below.

260. The BSA and the Twin Rivers Council engaged in reckless, extreme, and outrageous conduct by providing Cloud with access to children, including plaintiff C.B., despite knowing that he would likely use his position to groom and to sexually abuse them, including C.B. 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.

261. The BSA and the Twin Rivers Council engaged in reckless, extreme, and outrageous conduct by representing to C.B. and his family that Cloud 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 Cloud, 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.

262. As a result of this reckless, extreme, and outrageous conduct, Cloud used his position with the defendant to gain access to C.B. and to sexually abuse him.

263. The BSA and the Twin Rivers Council knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and C.B. 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 J.C.

A. FIRST CAUSE OF ACTION – NEGLIGENCE

264. Plaintiff J.C. repeats and re-alleges all of his allegations above and below.

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

266. The BSA and the Twin Rivers Council also had a duty to take reasonable steps to prevent the Senior Scouts from using the tasks, premises, and instrumentalities of their position as Senior Scouts with the defendants to target, groom, and sexually abuse children at Camp Boyhaven, including J.C.

267. The BSA and the Twin Rivers Council were supervising J.C., and had care, custody, and control of J.C., when he was a paying member of their Boy Scout Troop or participating in their Scouting activities, including Scout Camp at Camp Boyhaven, during which time those defendants had a duty to take reasonable steps to protect him.

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

269. The BSA and the Twin Rivers Council breached each of the foregoing duties by failing to exercise reasonable care to prevent the Senior Scouts from harming J.C., including sexually abusing him.

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

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

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

273. As a direct and proximate result of the acts and omissions of the BSA and the Twin Rivers Council, the Senior Scouts groomed and sexually abused J.C., which has caused J.C. to suffer general and special damages as more fully described herein.

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

274. Plaintiff J.C. repeats and re-alleges all of his allegations above and below.

275. The BSA and the Twin Rivers Council engaged in reckless, extreme, and outrageous conduct by providing the Senior Scouts with access to children, including plaintiff J.C., despite knowing that they would likely use their position to groom and to sexually abuse them, including J.C. 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.

276. The BSA and the Twin Rivers Council engaged in reckless, extreme, and outrageous conduct by representing to J.C. and his family that the Senior Scouts were safe and trustworthy, and that all Scout leaders, Senior Scouts, and volunteers were safe and trustworthy, despite the fact that these defendants knew that sexual predators, like the Senior Scouts, 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.

277. As a result of this reckless, extreme, and outrageous conduct, the Senior Scouts used their position with the defendant to gain access to J.C. and to sexually abuse him.

278. The BSA and the Twin Rivers Council knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and J.C. 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

279. 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

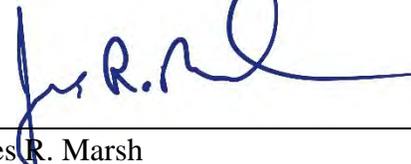
280. The plaintiffs demand judgment against the defendants named in their causes of action, together with compensatory and punitive damages to be determined at trial, and the interest, cost and disbursements pursuant to their causes of action, and such other and further relief as the Court deems just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

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

Dated: August 14, 2019

Respectfully Yours,

MARSH LAW FIRM PLLC

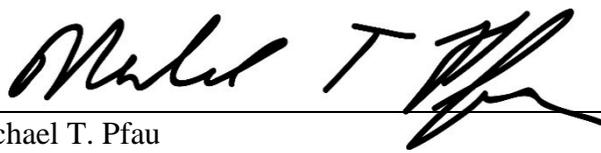


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