

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Laura Seigle

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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES—CENTRAL DISTRICT
9

10 JOHN DOE 1, an individual,
11 Plaintiff,
12

13 vs.

14 BOY SCOUTS OF AMERICA; BOY SCOUTS
15 OF AMERICA GREATER LOS ANGELES
16 AREA COUNCIL, and DOES 1 through 100.

Defendants.

Case No.:

COMPLAINT FOR DAMAGES

**1. NEGLIGENCE;
2. NEGLIGENT SUPERVISION AND
FAILURE TO WARN PLAINTIFF;
3. NEGLIGENT HIRING AND
RETENTION;
4. NEGLIGENT FAILURE TO WAWRN,
TRAIN OR EDUCATE PLAINTIFF; AND
5. BATTERY.**

DEMAND FOR JURY TRIAL

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21
22 Based upon information and belief available to Plaintiff, John Doe 1, at the time of the
23 filing of this Complaint for Damages, Plaintiff makes the following allegations:

24 **PARTIES**

- 25 1. Plaintiff, John Doe 1 is an adult male. Plaintiff was born on July 4, 1998 and was a
26 minor at the time of the sexual abuse alleged herein. Plaintiff John Doe 1 alleges that he
27 was the victim of sexual abuse, among other causes of action as set forth herein. As
28

1 such, for his privacy and security, he is entitled to protect his identity in this public
2 court filing by not disclosing his full name.

- 3 2. Defendant, Boy Scouts of America (“Defendant BSA”) is a Congressionally Chartered
4 Corporation authorized to conduct business and conducting business in the State of
5 California, County of Los Angeles. At all times relevant, Defendant BSA operated a
6 youth program for boys, and invited the participation of minor boys, including Plaintiff.
- 7 3. Defendant, Boy Scouts of America Greater Los Angeles Area Council (“Defendant
8 Council”), is a California Corporation authorized to conduct business and conducting
9 business in the State of California with its principal place of business in Los Angeles
10 and is a regional subsidiary corporation under the actual control of Defendant BSA.
11 Defendant Council acted at all times relevant in the capacity to assist Defendant BSA
12 pursuant to its charter to carry out its policies, goals and practices in the Los Angeles
13 area.
- 14 4. Sean Justin Lee (“Lee”), is an individual who was employed, controlled or supervised
15 by Defendants BSA and Council. Lee was, at the time of the sexual abuse of Plaintiff,
16 employed by Defendants BSA and Council as an adult employee to work at the Forest
17 Lawn Scout Reservation in San Bernardino County, California, subject to the direction,
18 control and supervision of Defendants.
- 19 5. Defendant Does 3 through 100, inclusive, are individuals and/or business or corporate
20 entities incorporated in and/or doing business in California whose true names and
21 capacities are unknown to Plaintiff who therefore sues such defendants by such
22 fictitious names, and who will amend the Complaint to show the true names and
23 capacities of each such Doe Defendant when ascertained. Each Defendant Doe is
24 legally responsible in some manner for the events, happenings, and/or tortious and
25 unlawful conduct that caused the injuries and damages alleged in this Complaint.
26 Defendant BSA, Defendant Council, and Does 3 through 100 are sometimes hereinafter
27 referred to as the “Defendants.”
28

1 6. Each Defendant is the agent, servant, and/or employee of other Defendants, and each
2 Defendant was acting within the course and scope of his, her or its authority as an
3 agent, servant, and/or employee of the other Defendants. Defendants, and each of them,
4 are individuals, corporations, partnerships, and other entities which engaged in, joined
5 in, and conspired with the other wrongdoers in carrying out the tortious and unlawful
6 activities described in this Complaint.

7 **BACKGROUND FACTS APPLICABLE TO ALL COUNTS**

8 7. Plaintiff hereby incorporates by reference all previous paragraphs as if fully set forth
9 herein.

10 8. In 1916, Congress granted Boy Scouts of America (hereinafter "BSA") a federal
11 charter, now codified as 36 U.S.C. Ch. 309. Under that Charter, Congress granted BSA
12 the exclusive right to BSA's name, emblems, badges, and descriptive words and
13 markings.

14 9. Since 1910, BSA has derived millions of dollars a year licensing the rights to its name,
15 emblems, scouting paraphernalia, and BSA-branded merchandise to affiliated scouting
16 organizations throughout the United States and abroad (See 36 U.S.C. §80305). BSA
17 has realized income from these assets by marketing them to parents and their children,
18 including Plaintiff and his parents. In addition to its exclusive license, BSA enjoys
19 numerous tax payer subsidies, including (1) free access to national forest lands (16
20 U.S.C. §539f); (2) free use of Defense Department equipment and facilities for BSA
21 Jamborees (10 U.S.C. §2554); (3) free ground and air transportation, communications,
22 emergency, and technical services from the National Guard (32 U.S.C. §508); (4) free
23 use of meeting facilities, transportation, and support services at United States military
24 bases world-wide (10 U.S.C. §2606); (5) free firearms, ammunition, repairs, supplies,
25 and marksmanship training equipment (36 U.S.C. §40731); (6) free military surplus (10
26 U.S.C. Ch. 943); and (7) Department of Agriculture grants (7 U.S.C. §7630).

27 10. BSA's marketing includes encouraging parents to enroll their children in Defendant's
28 scouting programs and activities. Enrollment secures parents' and children's

1 commitment to follow a system that encourages parents to entrust their children's
2 health and safety to BSA. This entrustment empowers BSA to secure each child's oath
3 to uphold the "Scout Law," to adopt the "Scout" identity, and to adhere to a system that
4 requires children to engage in activities that expose them to adults and others. This
5 system includes over-night outings, camping events, and trips away from parents. The
6 system is reward-based, obligating the child to purchase emblems, badges, and other
7 scouting paraphernalia, which in turn creates profit for the organization.

8 11. BSA implements scouting programs through local Boy Scouts of America councils to
9 which it issues licenses to the Boy Scouts of America name, emblem, badges,
10 markings, and youth programs. BSA requires local councils and troops within a local
11 council to strictly adhere to BSA's organizational charter and "Standards of
12 Leadership" requirements.

13 12. At all relevant times, Lee was employed by Defendant Council as an agent of the BSA
14 and was subject to BSA's authority and control.

15 13. BSA is one of the largest non-profits in the United States, with income exceeding \$780
16 million per year. BSA is the largest youth organization in the United States, serving
17 more than 2.7 million youth members, ages ten to eighteen, with over one million adult
18 volunteers.

19 14. Shortly after its inception, Defendant BSA became aware and was otherwise put on
20 actual notice, that a significant number of its adult Boy Scout Leaders ("Scout
21 Leaders") were using their position of trust and authority as Scout Leaders to
22 manipulate and sexually abuse youth participating in Defendant BSA's scouting
23 programs.

24 15. Since its inception, BSA aggressively marketed the wholesomeness and safety of its
25 programs to the American public. Simultaneously, BSA concealed from scouts and
26 their parents BSA's certain knowledge that pedophiles had been infiltrating BSA in
27 large numbers for many years. BSA also misrepresented to scouts and their parents that
28 scouts were safe in scouting programs, when, in fact, scouts were at an unreasonably

1 heightened risk of sexual abuse. BSA made said misrepresentation to Plaintiff and his
2 parents.

3 16. By the early 1920s, Defendant BSA implemented an internal "Red Flag" system to
4 identify Scout Leaders whom Defendant BSA considered "ineligible" to hold positions
5 as Scout Leaders. This internal system eventually became known as the "Ineligible
6 Volunteer Files" (hereinafter "I.V. Files"). Historically, the most common reason for a
7 volunteer to be placed in the I.V. Files has been allegations of sexual abuse of boys.
8 This subset of I.V. Files has been referred to by Defendants as the "Perversion Files."

9 17. By 1935, Defendant BSA had already identified and removed over one thousand adult
10 men from their positions as Scout Leaders for sexually abusing boys involved in
11 Defendant BSA's scouting program. Not all of these men were removed from their
12 positions as Scout Leaders. Rather, at some point prior to 1955, Defendant BSA
13 implemented a secret, internal "probation program." Under Defendant BSA's
14 "probation program," a significant number of Scout Leaders believed to have sexually
15 abused scouts were allowed to continue on as Scout Leaders with access to scouts.
16 Neither boy scouts nor their parents were informed if a Scout Leader was on
17 "probation," or that the reason for the probationary status was for sexually abusing
18 scouts.

19 18. Defendant BSA went to significant lengths to keep the existence of their "Perversion
20 File" system and the problem of sexual abuse by Scout Leaders a secret from scouts
21 and the public. Local councils were instructed—and agreed—not to keep Perversion
22 File materials at their offices, but rather to send everything to BSA national and destroy
23 any copies.

24 19. The BSA gained unique knowledge through its repository of informative data
25 containing the identities and methods of sexual abusers that had successfully infiltrated
26 scouting. The I.V. Files highlight the vulnerabilities of Defendants' scouting programs
27 and activities, including sexual abusers' patterns for grooming victims, and widely-
28 found biographical and behavioral characteristics shared by sexual abusers that had

1 entered or were attempting to enter scouting. For a century, BSA has known of
2 distinctive characteristics of BSA's scouting program that renders scouts particularly
3 prone to child sexual abuse by its adult volunteers.

4 20. By 1935, BSA had accumulated hundreds of files on pedophiles that had successfully
5 infiltrated or attempted to infiltrate its programming. Between 1935 and the allegations
6 of sexual abuse that are the subject of this Complaint in 2015, Defendant BSA received
7 thousands of reports of Scout Leaders sexually abusing scouts in their programs. These
8 reports were continuous in frequency over time and were spread throughout the
9 geographic bounds of the Defendant BSA's scouting programs.

10 21. In the 1970s, BSA recognized the potential liabilities presented by possessing and
11 maintaining the I.V. Files. The exact number of sexual abuse reports received by BSA
12 is unknown, in part because of a purge by the BSA of thousands of the in mid-
13 1970s. By 2005, BSA's secret cache of files on sexual abusers exceeded 20,000 pages.
14 These reports demonstrated to Defendant BSA that it had a continuous and systemic
15 problem of adult volunteers sexually abusing minors participating in the Defendant's
16 scouting programming.

17 22. The I.V. Files created prior to Plaintiff's participation in scouting, demonstrate that
18 BSA had evidence (1) that scouting was continuously attracting pedophiles across time
19 and geography and (2) of scouting's distinctive characteristics that made it attractive to
20 child molesters, including but not limited to:

- 21 a. Providing a sexual abuser access to scouts alone and away from their parents in
- 22 secluded settings like camp-outs, overnight hikes, and summer camps;
- 23 b. Providing opportunities for sexual abusers to seduce a scout by getting them
- 24 into situations where they have to change clothing or spend the night with them;
- 25 c. Providing sexual abusers an opportunity to volunteer to spend time with and
- 26 have access to minor scouts;
- 27 d. Conditioning boys to the concept of strict obedience to adults and a bonding
- 28 mechanism that sexual abusers utilize; and

- 1 e. Promoting the idea of rituals and loyalty oaths, all of which help facilitate a
2 sexual abuser to keep his victim silent and compliant.

3 23. The I.V. Files further demonstrate that for decades the BSA:

- 4 a. Had a practice of not reporting incidents of abuse to law enforcement;
5 b. Had a pattern of accommodating sexual abusers, in which they would be
6 permitted to resign from scouting and BSA would agree not to report the abuse
7 to authorities;
8 c. Refused to educate local councils, staff, and troop leaders regarding the true
9 risks posted by sexual abusers to scouts; and
10 d. Refused to effectively monitor local councils and troops to ensure that
11 appropriate safeguards were being used in the selection and retention of adult
12 leaders.

13 24. Prior to 2015, Defendant BSA also knew or should have known that its I.V. File
14 system did not function to prohibit all known predators from participating in scouting,
15 was otherwise flawed, and in many cases ineffective to address the sustained and
16 systemic problem of sexual abuse within its programming.

17 25. Despite their knowledge of the danger of sexual abuse of scouts prior to 2015,
18 Defendants did not implement feasible and reasonable child abuse prevention policies
19 to effectively warn scouts such as Plaintiff or their parents (including Plaintiff's
20 parents), about this known danger and provide them with clear age-appropriate
21 instructions of how to deal with sexual abuse and in appropriate sexual behavior of by
22 an adult leader. Nor did BSA alert authorities to the nature and scope of this danger
23 within scouting. Defendants also actively promoted and represented to the public that
24 their scouting programs were safe and wholesome, and their adult leaders were safe and
25 trustworthy.

26 26. At all times relevant to this Complaint, Defendants invited participation of minors,
27 including Plaintiff, into their scouting programming and selected adults to serve in
28 leadership positions.

1 27. BSA continues to make false and misleading public statements regarding the risks of
2 sexual abuse in scouting; continues to minimize and downplay the harm of sexual abuse
3 to children in scouting; fails to reach out to provide support and assistance to scouts it
4 knows were likely sexually abused by leaders; and continues to deny the full truth
5 about the extent of its historical knowledge of the nature and extent of sexual abuse of
6 scouts by adult leaders.

7 28. BSA has known for decades that scouting involved an unreasonably high risk of sexual
8 abuse by adult leaders. BSA made repeated false counterfactual claims that the number
9 of pedophiles in its programming was insignificant, that scouts were reasonably safe
10 from sexual abuse by adult leaders, and that BSA was not a magnet for child sexual
11 abusers, all of which BSA made (1) knowing that the claims were false or (2) with
12 reckless disregard for the truth or falsity. Plaintiff alleges that he trusted BSA and he
13 reasonably relied upon BSA's representations that it presented a moral and safe place
14 for minors.

15 29. Defendants selected and approved Sean Justin Lee (hereinafter "Lee") as an employee
16 at a summer camp for minor scouts, including the authority and power to do the
17 following: to provide instruction, counseling, moral guidance, and physical supervision
18 of boys participating in Boy Scout programs and activities; to enforce the rules
19 governing the boys' participation; and to undertake other duties. Defendants knew that
20 as part of his duties as an adult leader, Lee would be in a position of trust, confidence,
21 and authority over the boys involved in scout programs, including Plaintiff.

22 30. As an adult employee of the BSA summer camp, Lee had access to minors, including
23 Plaintiff, who were away from and otherwise cut off from, daily face-to-face contact
24 with their parents while they lived at the camp.

25 31. There was a special relationship between Plaintiff and Defendants giving rise to a duty
26 for Defendants to protect Plaintiff from harm.

1 32. Plaintiff first got involved in scouting when he was eight-years-old and living in
2 Virginia. Plaintiff continued his involvement with scouting after he moved to California
3 in or around 2014.

4 33. Plaintiff worked as a shooting range assistant at Forest Lawn Scout Reservation
5 (hereinafter "Forest Lawn") in the summer of 2014. After having a good working
6 experience in 2014, Plaintiff chose to return to Forest Lawn for the summer of 2015
7 where he worked as a lifeguard and in the Outpost Program.

8 34. Plaintiff was a minor while he worked at Forest Lawn in the summer of 2015.

9 35. Lee was an employee of Defendants at Forest Lawn in the summer of 2015.

10 36. In June 2015, Plaintiff got chlorine paste in his eye and was driven to the hospital by
11 Lee. This is the first time Plaintiff and Lee met.

12 37. On or around June 17, 2015, Plaintiff and Lee were both working on an astronomy
13 'overnighter' where they accompanied between 20 and 30 scouts on an overnight trip to
14 the observatory, which was about 15 to 25 minutes away from the main quad area of
15 the Forest Lawn camp.

16 38. In addition to Plaintiff and Lee, there were approximately two other staff members on
17 the trip.

18 39. During the hike to the observatory, Plaintiff began to feel disoriented, dizzy, and
19 partially out of place. His feelings of disorientation progressed as the group arrived at
20 the observatory.

21 40. Plaintiff was watching scouts set up their tents and telescopes and the next thing he
22 remembered was waking up on the chapel hillside, a wooded area approximately 25
23 yards from the observatory. When Plaintiff woke up, his pants were around his ankles
24 and Lee was sitting next to him stroking Plaintiff's genitals. While Lee was stroking
25 and fondling Plaintiff's genitals, he said words to the effect, "Don't be mad, I love
26 you." Plaintiff was in utter shock and didn't say anything to Lee. Within several
27 minutes of waking up, Plaintiff pulled his pants up and Lee walked away. Plaintiff also
28 felt pain in his anal region at this time.

1 41. At approximately 2:00 in the morning, staff and scouts returned to the main camp after
2 a possible mountain lion sighting. Plaintiff was still in shock as the group walked back
3 down to the main camp.

4 42. Plaintiff returned to his cabin to find Lee standing on the porch, blocking his entrance
5 to the cabin. Lee insisted he needed Plaintiff to give him a kiss before allowing him to
6 pass. Still confused, afraid, unsure of what to do, and wanting Lee to leave, Plaintiff
7 kissed him and was allowed to pass.

8 43. When Plaintiff arrived in his cabin, he noticed his rectum was sore. Plaintiff took a
9 shower and noticed bleeding from his rectum and on his underwear.

10 44. The next morning when Plaintiff woke up, he was still sore in his anal region and took
11 Motrin to ease the pain. Since he was still in shock and feeling ashamed and
12 embarrassed of what had happened to him, Plaintiff did not immediately tell anyone
13 what Lee had done to him the night before.

14 45. Within a week of the hillside assault, Plaintiff was taking a nap in his cabin in the
15 middle of the day, which he typically did during his work break. On this day, Plaintiff
16 woke up to Lee leaning over him and orally copulating Plaintiff. Once again, Plaintiff
17 was in shock and physically froze. After approximately two to three more minutes of
18 Lee orally copulating Plaintiff, Lee stopped. Next, Lee told Plaintiff he wouldn't leave
19 the cabin until Plaintiff orally copulated him. Still confused, afraid, and wanting Lee to
20 get away from him, Plaintiff felt he had no choice but to orally copulated Lee.

21 46. In both of these assaults, Lee was in violation of BSA's "two deep" rule and the one on
22 one rule, both of which require at least two adults be present at all times during
23 scouting events and all other activities related to the scouting programs.

24 47. At all times relevant Defendants had a policy of not allowing adults to be in any of the
25 minor's cabins at any time. This policy existed to protect minors from abuse by adult
26 leaders and staff.

- 1 48. The camp administration including the director and assistant director knew that Lee
2 was acting sexually inappropriately and violating BSA youth protection guidelines with
3 other minor Scouts prior to Lee's sexual abuse of Plaintiff.
- 4 49. Prior to the abuse of Plaintiff by Lee, a minor Scout reported to the camp director he
5 was a victim of inappropriate sexual behavior by Lee.
- 6 50. Prior to the sexual assault on Plaintiff, the same minor Scout referenced in the above
7 paragraph also informed the assistant Camp director of inappropriate sexual behavior
8 by Lee.
- 9 51. Prior to the sexual assault on Plaintiff, the same minor Scout referenced in the above
10 paragraph also informed another supervising camp employee of inappropriate sexual
11 behavior by Lee.
- 12 52. At all times relevant, Lee's sexual abuse of Plaintiff was foreseeable to Defendants.
- 13 53. At all times relevant Defendants knew or should have known the danger that child
14 sexual abusers presented to minor scouts decades before Plaintiff was sexually abused
15 as described herein. Despite this knowledge, Defendants failed to protect Plaintiff and
16 other scouts from sexual abuse and harassment by Lee.
- 17 54. Plaintiff and his parents were not specifically and adequately warned and educated
18 orally or in writing by the Defendants prior to Plaintiff's sexual victimization about the
19 dangers of being sexual abuse by adult leaders like Lee. Nor were they warned and
20 educated orally or in writing as to what specific actions Plaintiff should take if he was
21 sexually abused by an adult leader such as Lee.
- 22 55. Plaintiff and his parents were never informed by the Defendants prior to Plaintiff's
23 sexual victimization about the existence of the Perversion Files.
- 24 56. Plaintiff and his parents were never informed orally or in written form by the
25 Defendants prior to Plaintiff's sexual victimization about the existence and the extent of
26 the problem of sexual abuse by adult scout leaders.
27
28

1 57. Plaintiff and his parents were never informed by the Defendants prior to Plaintiff's
2 sexual victimization about the Defendants' vast knowledge of sexual abuse of scouts by
3 adult leaders.

4 58. As a direct result of the Defendants' conduct described herein, Plaintiff has suffered,
5 and continues to suffer great pain of mind and body, shock, emotional distress, physical
6 manifestations of emotional distress, flashbacks, embarrassment, loss of self-esteem,
7 disgrace, humiliation, and loss of enjoyment of life; was prevented and will continue to
8 be prevented from performing daily activities and obtaining full enjoyment of life; and
9 has incurred and will continue to incur expenses for medical psychological treatment,
10 therapy, and counseling.

11 **FIRST CAUSE OF ACTION**

12 **NEGLIGENCE**

13 **(Against All Defendants)**

14 59. Plaintiff hereby incorporates by reference all previous paragraphs as if fully set forth
15 herein.

16 60. Defendants owed minor Plaintiff a duty to protect him when he was entrusted to their
17 care by Plaintiff's parents. Plaintiff's care, welfare, and/or physical custody was
18 temporarily entrusted to Defendants during the summer of 2015. Defendants owed
19 Plaintiff, a minor child, a special duty of care, in addition to a duty of ordinary care, and
20 owed Plaintiff the higher duty of care that adults dealing with children owe to protect
21 them from harm.

22 61. Defendants by and through their agents, volunteers, servants, and employees, knew or
23 reasonably should have known of Lee's dangerous and exploitive propensities and/or
24 that Lee was an unfit agent. It was foreseeable that if Defendants did not adequately
25 exercise or provide the duty of care owed to children in their care, including but not
26 limited to Plaintiff, the children entrusted in Defendants' care would be vulnerable to
27 sexual abuse by adults, including Lee.
28

1 62. Defendants breached their duty of care to the minor Plaintiff by allowing Lee to come
2 into contact with Plaintiff without supervision; by failing to adequately hire, supervise,
3 or retain Lee who they permitted and enabled to have access to Plaintiff; by failing to
4 investigate or otherwise confirm or deny such facts about Lee; by failing to tell or
5 concealing from Plaintiff, Plaintiff's parents, or law enforcement officials that Lee was
6 or may have been sexually abusing minors; by failing to tell or concealing from
7 Plaintiff's parents or law enforcement that Plaintiff was or may have been sexually
8 abused after Defendants knew or had reason to know that Lee may have sexually
9 abused Plaintiff. Thereby, Defendants enabled Plaintiff to continue to be endangered
10 and sexually abused, and/or creating the circumstances where Plaintiff was less likely
11 to receive medical/mental health care and treatment, thus exacerbating the harm done to
12 Plaintiff; and/or by holding out the Perpetrator to the Plaintiff and his parents as being
13 in good standing and trustworthy. Defendants cloaked within the façade of normalcy
14 Defendants' and/or Lee's contact and/or actions with the Plaintiff, and/or disguised the
15 nature of the sexual abuse and contact.

16 63. As a result of the above-described conduct, Plaintiff has suffered, and continues to
17 suffer great pain of mind and body, shock, emotional distress, physical manifestations
18 of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and
19 loss of enjoyment of life; was prevented and will continue to be prevented from
20 performing daily activities and obtaining full enjoyment of life; and has incurred and
21 will continue to incur expenses for medical psychological treatment, therapy, and
22 counseling.

23 **SECOND CAUSE OF ACTION**

24 **NEGLIGENT SUPERVISION AND FAILURE TO WARN PLAINTIFF**

25 **(Against All Defendants)**

26 64. Plaintiff hereby incorporates by reference all previous paragraphs as if fully set forth
27 herein.
28

1 65. Defendants had a duty to provide reasonable supervision of Lee; to use reasonable care
2 in investigating Lee; and to provide adequate warning to the Plaintiff, Plaintiff's family,
3 and minor scouts of Lee's dangerous propensities and unfitness.

4 66. Defendants, by and through their agents, volunteers, servants, and employees, knew or
5 reasonably should have known that Lee was an unfit agent. Despite such knowledge,
6 Defendants negligently failed to supervise Lee in his position of trust and authority over
7 minor scouts, where he was able to commit the sexual abuse of Plaintiff. Defendants
8 failed to provide reasonable supervision of Lee, failed to use reasonable care in
9 investigating Lee, and failed to provide adequate warning to Plaintiff and Plaintiff's
10 parents of Lee's dangerous propensities and unfitness. Defendants further failed to take
11 reasonable measures to prevent future sexual abuse.

12 67. As a result of the above-described conduct, Plaintiff has suffered, and continues to
13 suffer great pain of mind and body, shock, emotional distress, physical manifestations
14 of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and
15 loss of enjoyment of life; was prevented and will continue to be prevented from
16 performing daily activities and obtaining full enjoyment of life; and has incurred and
17 will continue to incur expenses for medical psychological treatment, therapy, and
18 counseling.

19 **THIRD CAUSE OF ACTION**

20 **NEGLIGENT HIRING AND RETENTION**

21 **(Against All Defendants)**

22 68. Plaintiff hereby incorporates by reference all previous paragraphs as if fully set forth
23 herein.

24 69. Defendants had a duty to not hire and/or retain Lee given his dangerous and exploitive
25 propensities.

26 70. Defendants, by and through their agents, volunteers, servants, and employees, knew or
27 reasonably should have known of Lee's dangerous and exploitive propensities and/or
28 that he was an unfit agent. Despite such knowledge, Defendants negligently hired

1 and/or retained Lee in a position of trust and authority over minor scouts, where he was
2 able to commit the sexual abuse of Plaintiff. Defendants failed to use reasonable care in
3 investigating Lee and failed to provide adequate warning to Plaintiff, Plaintiff's parents,
4 and law enforcement of Lee's dangerous propensities and unfitness. Defendants further
5 failed to take reasonable measures to prevent future sexual abuse.

6 71. As a result of the above-described conduct, Plaintiff has suffered, and continues to
7 suffer great pain of mind and body, shock, emotional distress, physical manifestations
8 of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and
9 loss of enjoyment of life; was prevented and will continue to be prevented from
10 performing daily activities and obtaining full enjoyment of life; and has incurred and
11 will continue to incur expenses for medical psychological treatment, therapy, and
12 counseling.

13 **FOURTH CAUSE OF ACTION**

14 **NEGLIGENT FAILURE TO WARN, TRAIN, OR EDUCATE PLAINTIFF**

15 **(Against All Defendants)**

16 72. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth herein.

17 73. Defendant breached its duty to take reasonable protective measures to protect Plaintiff
18 and scouts from the risk of childhood sexual abuse by Lee, such as the failure to
19 properly warn, train, or educate Plaintiff and other scouts, their parents, and BSA adult
20 volunteers and employees, about how to avoid such risk, pursuant to *Juarez v. Boy*
21 *Scouts of America, Inc.*, 97 Cal. Rptr. 2d 12, 81 Cal. App. 4th 377 (2000).

22 74. By promulgating a child protection program known as the Youth Protection Program
23 also known as the Youth Protection Guideline Program, Defendant undertook a duty to
24 implement the program reasonably. Defendant failed to do so by enacting policies and
25 practices that did not provide adequate training on child abuse prevention to scouts or
26 their parents. The Youth Protection Program was also deficient and fell below the
27 standard of care by failing to clearly instruct volunteers and employees regarding
28 warning signs of childhood sexual abuse and failing to establish a clear procedural

1 organizational response to suspicions of childhood sexual abuse.

2 75. The Youth Protection program was implemented for the purpose of protecting youth
3 participants in scouting programs, including Plaintiff, and by implementing a
4 substandard program, Defendants increased the risk that children would be sexually
5 abused.

6 76. As a result of the above described conduct, Plaintiff has suffered and continues to
7 suffer, great pain of mind and body, physical injury, shock, emotional distress, physical
8 manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace,
9 humiliation, and loss of enjoyment of life; was prevented and will continue to be
10 prevented from performing Plaintiff's daily activities and obtaining the full enjoyment
11 of life; has sustained and will continue to sustain loss of earnings and earning capacity;
12 and/or has incurred and will continue to incur expenses for medical and psychological
13 treatment, therapy, and counseling.

14 **FIFTH CAUSE OF ACTION**

15 **BATTERY**

16 **(Against All Defendants)**

17 77. Plaintiff hereby incorporates by reference all previous paragraphs as if fully set forth
18 herein.

19 78. During the summer of 2015, Lee engaged in unpermitted, harmful, and offensive
20 sexual abuse upon Plaintiff, and Defendants ratified and/or approved of that sexual
21 abuse.

22 79. As a result of the above-described conduct, Plaintiff has suffered, and continues to
23 suffer great pain of mind and body, shock, emotional distress, physical manifestations
24 of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and
25 loss of enjoyment of life; was prevented and will continue to be prevented from
26 performing daily activities and obtaining full enjoyment of life; and has incurred and
27 will continue to incur expenses for medical psychological treatment, therapy, and
28 counseling.

1 WHEREFORE, Plaintiff prays for damages; punitive damages against all Defendants;
2 costs; interest; statutory and civil penalties according to law; and such other relief as the
3 court deems appropriate and just.

4 **JURY DEMAND**

5 Plaintiff demands a jury trial on all issues so triable.

6
7
8 Dated: March 13, 2019

By: 

Paul Mones
Courtney Kiehl
Attorneys for Plaintiff