

NEW YORK STATE SUPREME COURT  
ERIE COUNTY

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

ROBERT O'DONNELL, Date Filed: November 6, 2019

Plaintiff,

**SUMMONS**

-against-

Plaintiff designates Erie County as the place of trial.

BOY SCOUTS OF AMERICA and GREATER  
NIAGARA FRONTIER COUNCIL,

The basis of venue is one defendant's residence.

Defendants.

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


TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's 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: November 6, 2019

Respectfully Yours,


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Attorneys for Plaintiff

NEW YORK STATE SUPREME COURT  
ERIE COUNTY

-----X Index No.: \_\_\_\_\_/\_\_\_\_\_  
ROBERT O'DONNELL,

Plaintiff, **COMPLAINT**

-against-

BOY SCOUTS OF AMERICA and GREATER **Child Victims Act Proceeding**  
NIAGARA FRONTIER COUNCIL, **22 NYCRR 202.72**

Defendants.  
-----

Plaintiff, by and through his attorneys, the Marsh Law Firm PLLC and Pfau Cochran Vertetis Amala PLLC, respectfully alleges for his 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 Plaintiff in this lawsuit is one of the children who was 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, Plaintiff's claims were time-barred the day he turned 22 years old. The enactment of the CVA allows Plaintiff, for the first time in his life, 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 Plaintiff's troop.

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 Plaintiff's Troop.

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 Plaintiff's Troop when he was 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 Plaintiff's Troop, when Plaintiff was 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 Plaintiff's Troop when he was 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 Plaintiff when he was a child member.

18. Plaintiff Robert O'Donnell ("Plaintiff") is an adult male who currently resides in Boston, New York.

19. Upon information and belief, Scoutmaster Ronald Williams ("Williams") 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's Boy Scout Troop.

20. During the time that Williams 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.

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

to sexually abuse Plaintiff, 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 Williams used his position as a Boy Scout leader or volunteer to sexually abuse Plaintiff, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

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

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

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

26. Upon information and belief, at all relevant times the Greater Niagara 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 Plaintiff’s Troop when he was sexually abused by Scoutmaster Ronald Williams.

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

28. Upon information and belief, Scoutmaster Ronald Williams was a Boy Scout leader or volunteer that the Greater Niagara Council used and relied upon as a Scout leader or volunteer to serve the Boy Scouts in Plaintiff’s Boy Scout Troop.

29. During the time that Williams served as a Boy Scout leader or volunteer for the Greater Niagara Council, he used his position as a Boy Scout leader or volunteer to groom and to sexually abuse Plaintiff.

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

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

#### **IV. VENUE**

33. Venue is proper because the Greater Niagara Council is a domestic corporation authorized to transact business in New York with its principal office located in Buffalo, New York.

34. Venue is proper because Erie is the county in which a substantial part of the events or omissions giving rise to Plaintiff’s claim occurred.

35. Venue is proper because Plaintiff currently resides in Boston, New York.

#### **V. STATEMENT OF FACTS**

36. Plaintiff Robert O’Donnell repeats and re-alleges the allegations regarding the BSA and the Greater Niagara 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.

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

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

39. 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 Greater Niagara Council, including those positions that were responsible for ensuring that Plaintiff and other children who participated in Scouting activities were protected from the danger of child sexual abuse.

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

41. Upon information and belief, at all relevant times the BSA controlled the policies and procedures of the Greater Niagara 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.

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

43. Upon information and belief, at all relevant times the BSA materially benefited from the operation of the Greater Niagara Council, including the services of Scoutmaster Ronald Williams and the services of those who managed and supervised Williams.

44. 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 belonged to when he was sexually abused by Scoutmaster Ronald Williams, including its leaders and volunteers.

45. 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 belonged to when he was sexually abused by Scoutmaster Ronald Williams, including its policies and procedures regarding the sexual abuse of children.

46. Upon information and belief, at all relevant times the Greater Niagara 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 belonged to when he was sexually abused by Scoutmaster Ronald Williams.

47. Upon information and belief, at all relevant times the Greater Niagara Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by Scoutmaster Ronald Williams, and held out to the public its agents, servants, and employees as those who managed it, maintained it, operated it, and controlled it.

48. Upon information and belief, at all relevant times the Greater Niagara 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 belonged to when he was sexually abused by Scoutmaster Ronald Williams.

49. Upon information and belief, at all relevant times the Greater Niagara Council was responsible for the recruitment and staffing of volunteers for the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by Scoutmaster Ronald Williams.

50. Upon information and belief, at all relevant times the Greater Niagara Council held itself out to the public as the owner of the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by Scoutmaster Ronald Williams.

51. Upon information and belief, at all relevant times the Greater Niagara Council materially benefited from the operation of the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by Scoutmaster Ronald Williams, including the services of Williams and the services of those who managed and supervised Williams.

52. Upon information and belief, at all relevant times the Greater Niagara Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by Scoutmaster Ronald Williams, including its leaders and volunteers.

53. Upon information and belief, at all relevant times the Greater Niagara Council, its agents, servants, and employees managed, maintained, operated, and controlled the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by Scoutmaster Ronald Williams, including its policies and procedures regarding the sexual abuse of children.

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

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

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

57. Upon information and belief, at all relevant times Williams was a Scoutmaster of the Greater Niagara Council.

58. Upon information and belief, at all relevant times Williams was on the staff of, was an agent of, or served as an employee or volunteer of the Greater Niagara Council.

59. Upon information and belief, at all relevant times Williams was acting in the course and scope of his position with the Greater Niagara Council.

60. When Plaintiff was a minor, he registered with the BSA and the Greater Niagara Council and paid them a fee to participate as a member of one of their Boy Scout Troops.

61. At all relevant times, the BSA and the Greater Niagara Council, their agents, servants, and employees, held Williams out to the public, to Plaintiff, and to his parents, as their agent.

62. At all relevant times, the BSA and the Greater Niagara Council, their agents, servants, and employees, held Williams out to the public, to Plaintiff, and to his parents, as having been vetted, screened, and approved by those defendants.

63. At all relevant times, Plaintiff and his parents reasonably relied upon the acts and representations of the BSA and the Greater Niagara Council, their agents, servants, and employees,

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

64. At all relevant times, Plaintiff and his parents trusted Williams because the BSA and the Greater Niagara Council held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Plaintiff.

65. At all relevant times, Plaintiff and his parents believed that the BSA and the Greater Niagara 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 Plaintiff.

66. When Plaintiff was a minor, Scoutmaster Ronald Williams sexually abused him when Williams was his Scoutmaster.

67. Plaintiff was sexually abused by Williams when Plaintiff was approximately 13 to 14 years old.

68. Based on the representations of the BSA and the Greater Niagara Council that Williams was safe and trustworthy, Plaintiff and his parents allowed Plaintiff to be under the supervision of, and in the care, custody, and control of, the BSA and the Greater Niagara Council, including during the times when Plaintiff was sexually abused by Williams.

69. Based on the representations of the BSA and the Greater Niagara Council that Williams was safe and trustworthy, Plaintiff and his parents allowed Plaintiff to be under the supervision of, and in the care, custody, and control of, Williams, including during the times when Plaintiff was sexually abused by Williams.

70. Neither Plaintiff nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of, the BSA, the Greater Niagara Council, or Williams if the BSA or the Greater Niagara Council had disclosed to Plaintiff or his parents that

Williams was not safe and was not trustworthy, and that he in fact posed a danger to Plaintiff in that Williams was likely to sexually abuse Plaintiff.

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

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

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

74. From approximately 1977 through 1978, Williams exploited the trust and authority vested in him by the BSA and the Greater Niagara Council by grooming Plaintiff to gain his trust and to obtain control over him as part of Williams's plan to sexually molest and abuse Plaintiff and other children, including those who participated in the Scouting program offered by the BSA and the Greater Niagara Council.

75. Williams used his position of trust and authority as a Scoutmaster of the BSA and of the Greater Niagara Council to groom Plaintiff and to sexually abuse him multiple times, including when Plaintiff was under the supervision of, and in the care, custody, or control of, the BSA, the Greater Niagara Council, and Williams.

76. At certain times, Williams's sexual abuse of Plaintiff occurred during Scouting activities that were sponsored by, or were a direct result of Scouting activities sponsored by, the BSA and the Greater Niagara Council, including Scout camping trips, Troop merit badge projects, and Troop meetings.

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

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

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

80. Upon information and belief, at certain times between 1977 and 1978, defendants, their agents, servants, and employees knew or should have known that Williams was sexually abusing Plaintiff and other Scouts.

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

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

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

84. Upon information and belief, the BSA and the Greater Niagara Council, their agents, servants, and employees, concealed the sexual abuse of children by Williams 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 Williams and other abusers in their ranks would continue to molest children.

85. Upon information and belief, the BSA and the Greater Niagara Council, their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Williams would use his position with the defendants to sexually abuse children, including Plaintiff.

86. Upon information and belief, the BSA and the Greater Niagara Council, their agents, servants, and employees, disregarded their knowledge that Williams would use his position with them to sexually abuse children, including Plaintiff.

87. Upon information and belief, the BSA and the Greater Niagara Council, their agents, servants, and employees, acted in concert with each other or with Williams to conceal the



danger that Williams posed to children, including Plaintiff, so that Williams could continue serving them despite their knowledge of that danger.

88. Upon information and belief, the BSA and the Greater Niagara 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 Plaintiff, and he did in fact suffer severe emotional and psychological distress and personal physical injury as a result of their wrongful conduct.

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

90. By reason of the wrongful acts of the BSA and the Greater Niagara Council as detailed herein, Plaintiff 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 Plaintiff has and/or will become obligated to expend sums of money for treatment.

## VI. CAUSES OF ACTION

### A. FIRST CAUSE OF ACTION – NEGLIGENCE

91. Plaintiff Robert O'Donnell repeats and re-alleges all of his allegations above and below.

92. The BSA and the Greater Niagara Council had a duty to take reasonable steps to protect Plaintiff, a child, from foreseeable harm when he was under their supervision and in their care, custody, and control.

93. The BSA and the Greater Niagara Council also had a duty to take reasonable steps to prevent Williams from using the tasks, premises, and instrumentalities of his position as a Scoutmaster with the defendants to target, groom, and sexually abuse children, including Plaintiff.

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

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

96. The BSA and the Greater Niagara Council breached each of the foregoing duties by failing to exercise reasonable care to prevent Williams from harming Plaintiff, including sexually abusing him.

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

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

99. As a direct and proximate result of the acts and omissions of the BSA and the Greater Niagara Council, Williams groomed and sexually abused Plaintiff, which has caused Plaintiff to suffer general and special damages as more fully described herein.

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

100. Plaintiff Robert O'Donnell repeats and re-alleges all of his allegations above and below.

101. The BSA and the Greater Niagara Council engaged in reckless, extreme, and outrageous conduct by providing Williams with access to children, including Plaintiff, despite knowing that he would likely use his position to groom and to sexually abuse them, including Plaintiff. 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.

102. The BSA and the Greater Niagara Council engaged in reckless, extreme, and outrageous conduct by representing to Plaintiff and his family that Williams 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 Williams, 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.

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

104. The BSA and the Greater Niagara Council knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on others, and Plaintiff 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.

#### **VII. CPLR 1603 – NO APPORTIONMENT OF LIABILITY**

105. 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.

#### **VIII. PRAYER FOR RELIEF**

106. Plaintiff demands judgment against the defendants named in his causes of action, together with compensatory and punitive damages to be determined at trial, and the interest, cost

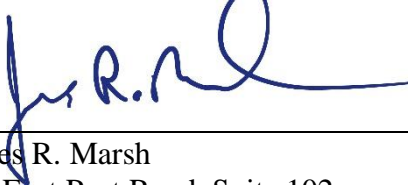
and disbursements pursuant to his causes of action, and such other and further relief as the Court deems just and proper.

107. Plaintiff specifically reserves 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: November 6, 2019

Respectfully Yours,

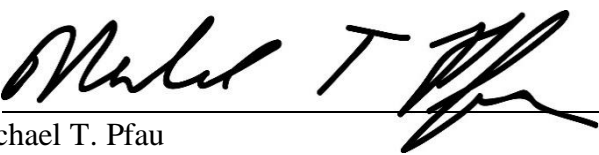
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