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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR MULTNOMAH COUNTY

G.P., an individual proceeding under a fictitious name,

Plaintiff,

v.

THE BOY SCOUTS OF AMERICA, a congressionally chartered corporation authorized to do business in Oregon; and CASCADE PACIFIC COUNCIL, BOY SCOUTS OF AMERICA, an Oregon nonprofit corporation,

Defendants.

Case No.: _____

COMPLAINT

(Sexual abuse of a Child/ *Respondeat Superior*; Intentional Infliction of Emotional Distress/ *Respondeat Superior*; Negligence; Fraud)

JURY TRIAL DEMANDED

Not Subject to Mandatory Arbitration

Prayer: \$5,050,000.00

Plaintiff alleges:

1.

Plaintiff is an adult male born in 1954 who, at all times relevant to this Complaint, was an unemancipated minor and was invited by Defendants to participate in meetings, events, and activities operated, promoted, and/or sponsored by Defendants.

2.

Defendant Boy Scouts of America (“Defendant BSA”) is a congressionally-chartered corporation authorized to do business in Oregon. Defendant Cascade Pacific Council, Boy Scouts of America (“Defendant CPC”) is an Oregon nonprofit corporation and operates under

1 the actual control of Defendant BSA. Defendant BSA and Defendant CPC will be referred to
2 together in this Complaint as “Defendants.”

3 3.

4 At all times relevant to this Complaint, Defendants operated an international youth
5 program for boys known as “the Boy Scouts” or “Scouting.” They invited boys, including
6 Plaintiff, to participate in Scouting, which included Scouts paying a membership fee to join.

7 4.

8 Defendants organized Scouting into “Troops” at the local level and, as such, operated
9 Troop 220 in Oregon City, Oregon, of which Plaintiff was a member, along with his three
10 brothers. Troop 220 was an officially sanctioned troop that participated in activities such as
11 group meetings, camping, hiking, and other character-building skills for “Merit Badges.”

12 5.

13 Defendants selected, approved, and maintained the right of control and actual control
14 over adult volunteers and paid staff in Scouting, including Troop leaders known as
15 “Scoutmasters” and “Assistant Scoutmasters.”

16 6.

17 From at least approximately 1966 through 1978, Defendants selected and approved Clyde
18 Brock (“Brock”) as a volunteer Assistant Scoutmaster and/or Scoutmaster for Troop 220.
19 Defendants empowered Brock to perform all the duties of a Scoutmaster, including but not
20 limited to providing instruction, counseling, and physical supervision of Scouts; educating
21 Scouts in morality, patriotism, character-building, and various other life skills; mentoring and
22 befriending Scouts; and enforce rules governing Scouts’ participation in Scouting. Defendants
23 knew that, as part of his duties and expectations as a Scoutmaster, Brock would be in a position
24 of trust, confidence, respect, and authority over Scouts, including Plaintiff.

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7.

Brock sexually abused Plaintiff for approximately one year, beginning in 1967. Brock led Plaintiff, his brothers, and other Scouts on Scouting activities, including swimming, hiking, and camping trips. He convinced the Scouts to swim nude, and while they were swimming, he fondled their genitals and took nude photographs of them. Plaintiff and other young boys also spent the night at Brock's house approximately once a week, where he made them remove their clothes, sleep nude with him, and showed them photographs of nude boys and adults. During these sleepovers, Brock fondled Plaintiff's genitals and performed oral sex on Plaintiff repeatedly.

8.

Defendants retained the right to control the means, methods, and physical details of any Scoutmaster's performance of the duties described in paragraph 6 for Defendants. As part of his duties as Scoutmaster, Brock used his position to gain the trust and confidence of Plaintiff and his family to spend large periods of time alone with Plaintiff, or with Plaintiff and other Scouts with no other adults supervising. This time alone, and Brock's authorized duties and activities as a Scoutmaster, led to and resulted in Brock's sexual abuse of Plaintiff, as described in paragraph 7. Brock performed his duties for Defendants in connection with his agency relationship with Defendants; within the time and space limits of his agency; out of a desire, at least partially and initially, to fulfill his agency duties as a Scoutmaster; and his duties generally were of a kind and nature that Brock was required to perform as a Scoutmaster.

9.

Not later than 1965, Defendants knew that Scouting posed a danger to minor boys because there had been a concrete, longstanding, consistent, and widespread problem with Scout leaders sexually abusing Scouts. Defendants knew that child molesters were using Scouting to gain access to and gain the trust of Scouts, including Plaintiffs. Yet, Defendants did nothing

1 significant to alter the program, to ameliorate the sexual abuse problem, or to warn Scouts,
2 Scouts' parents, other troop-level leaders, or the general public prior to and even after the time of
3 Plaintiffs' abuse.

4 10.

5 Beginning in or around 1920, Defendant BSA started tracking incidences of child
6 molestation by adult volunteers in Scouting. Defendant BSA created a file system then known as
7 the "Red Flag" files — now the "Ineligible Volunteer" files ("IV files") — to track a variety of
8 transgressions by adult volunteers, including child abuse. The IV Files are categorized according
9 to the type of transgression committed, for example, "moral" or "financial" transgressions. IV
10 Files that reflect child sexual abuse allegations against adult volunteers are categorized as
11 "Perversion" files. On information and belief, the Perversion IV Files have predominantly
12 constituted a majority or plurality of the total IV Files. Between 1920 and 1935, at least 1,000
13 child molesters — between 50-60 per year — were discovered and subsequently excluded from
14 Scouting. Now, at least 1,365 IV Perversion files still exist that were created between 1960 and
15 1985, with 25-96 IV Perversion files created per year during that time frame. However, the
16 number of IV Perversion Files still existing significantly underrepresent the actual number of
17 adult volunteers that molested Scouts because Defendant BSA has destroyed many IV Files for a
18 variety of reasons, and because many children do not report their abuse.

19 11.

20 On information and belief, Defendants also knew that Brock was sexually attracted to
21 young boys and took nude photographs of Scouts, prior to Brock sexually abusing Plaintiff. In
22 Brock's 1968 IV File, it notes that Brock had twice been "called to task" for taking nude
23 photographs of Scouts, yet Defendants did not remove Brock from Scouting until two boys
24 reported in 1968 that he acted sexually inappropriately with them.

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12.

As a result of Brock's sexual abuse and breach of the authority, trust, and confidence relationship with Plaintiff as a Scoutmaster, Plaintiff suffered and/or will suffer in the future physical injuries related to prolonged drug and alcohol abuse, depression, and anxiety. In conjunction with or in addition to the aforementioned injuries, and as a further result of Brock's sexual abuse, Plaintiff suffered from psychological injuries related to drug and alcohol abuse; and suffered and continues to suffer depression, anxiety, shame, guilty, distrust of authority positions, interpersonal relationship problems, and lack of trust in relationships. All of the aforementioned injuries have caused and will cause Plaintiff noneconomic damages in the approximate amount of \$5,000,000, the exact amount to be proven at trial.

13.

As an additional result and consequence of Brock's sexual abuse, Plaintiff incurred and/or will incur in the future, costs for counseling and medical treatment related to his injuries. All of the aforementioned injuries have caused and will cause Plaintiff economic damages in the approximate amount of \$50,000, the exact amount to be proven at trial.

14.

Plaintiff did not begin to discover the causal connection between his sexual abuse and the damages he suffered as a result of that abuse until January 2011, at the earliest. Prior to that time, Plaintiff did not discover, and reasonably could not discover the connection between his sexual abuse and his damages because psychological conditions arising from his sexual abuse prevented that discovery.

FIRST CLAIM FOR RELIEF

(Sexual Battery of a Child—*Respondeat Superior*)

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15.

Plaintiff realleges and incorporates by reference paragraphs 1 through 14.

16.

While acting within the course and scope of his agency duties for Defendants, Brock induced and directed Plaintiff to engage in various sexual acts, as described in paragraph 7. These acts constituted a harmful or offensive touching of Plaintiff to which he did not and could not consent.

17.

As a result and consequence of Brock’s sexual abuse, Plaintiff suffered the injuries and incurred the damages described in paragraphs 12 and 13.

18.

In abusing Plaintiff, Brock acted with malice or a reckless and outrageous indifference to a highly unreasonable risk of harm and with a conscious indifference to the health, safety, and welfare of Plaintiff. Plaintiff provides notice of his intent to move to add allegations of punitive damages against Defendants at any time after the filing of this Complaint.

SECOND CLAIM FOR RELIEF

(Intentional Infliction of Emotional Distress—*Respondeat Superior*)

19.

Plaintiff realleges and incorporates by reference paragraphs 1 through 17.

20.

While acting within the course and scope of his agency for Defendants, Brock intentionally caused severe emotional distress to Plaintiff when Brock repeatedly sexually abused Plaintiff. Plaintiff suffered severe emotional distress as a result of the abuse, and the sexual abuse of a child by a trusted adult is beyond the bounds of all socially tolerable conduct.

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21.

As a result and consequence of Brock’s intentional infliction of emotional distress, Plaintiff suffered the injuries and incurred the damages described in paragraphs 12 and 13.

22.

In his intentional infliction of emotional distress toward Plaintiff, Brock acted with malice or a reckless and outrageous indifference to a highly unreasonable risk of harm and with a conscious indifference to the health, safety, and welfare of Plaintiff. Plaintiff provides notice of his intent to move to add allegations of punitive damages against Defendants at any time after the filing of this Complaint.

THIRD CLAIM FOR RELIEF

(Negligence)

23.

Plaintiff realleges and incorporates by reference paragraphs 1 through 22.

24.

Defendants created a special relationship with Plaintiff by inviting and encouraging him to participate in Scouting activities and by acting *in loco parentis* to Plaintiff during various Scouting activities, such as camping and hiking trips. This special relationship created a duty of care on the part of Defendants to ensure Plaintiff’s safety while participating in Scouting activities.

25.

Alternatively or in conjunction with the special relationship described in paragraph 24, Defendants voluntarily undertook responsibility for the safety of Scouts and delegated that responsibility to Scout volunteers acting under Defendants’ control. Defendants created a non-delegable duty of care by inviting Plaintiff into Scouting and volunteering to protect him, because Defendants knew that Scouting — and Brock in particular — involved a particular risk

1 of physical harm to Scouts due to history of child sexual abuse in Scouting, as described in
2 paragraphs 10 and 11.

3 26.

4 Alternatively or in conjunction with the special relationship described in paragraph 24
5 and the non-delegable duty of care due to Defendants' voluntary assumption of care, described in
6 paragraph 25, Defendants knew that predatory child molesters were abusing Scout volunteer
7 positions to have access to and abuse boys including Brock; knew that Scouting had a systemic
8 child sexual abuse problem; knew that a consistent level of sexual abuse would continue to occur
9 in Scouting on a yearly basis if efforts were not taken to prevent it; knew that child sexual abuse
10 caused severe harm to victims; knew that it would be easy to warn Scouts and Scouts' parents of
11 the child abuse problem; and recognized its obligation to keep Scouts safe by undertaking
12 programs and policies to try to ensure Scouts safety in certain Scouting activities.

13 27.

14 Defendants created a foreseeable risk of Brock sexually abusing Scouts, including
15 Plaintiff, by failing to undertake reasonable child sexual abuse prevention measures, including
16 but not limited to, the following ways:

17 a) Defendants failed to notify Scouts and Scouts' parents, including Plaintiff and his
18 parents, about the risk of sexual abuse by Scout volunteers in Scouting;

19 b) Defendants failed to warn Scouts and Scouts' parents, including Plaintiff and his
20 parents, about the prevalence and conditions under which child abuse could (and did) occur in
21 Scouting, including ways to avoid becoming a victim of abuse;

22 c) Defendants failed to train Scout volunteers and other Scout volunteers and paid
23 staff, Scouts, and Scouts' parents in how to recognize, report, and prevent child abuse;

24 d) Defendants failed to implement and/or enforce common sense child abuse
25 prevention policies;

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1 e) Defendants failed to remove Brock from Scouting and place him on the Ineligible
2 Volunteer File list at the first and second notices they received that Brock was taking nude
3 photographs of Scouts;

4 f) Defendants failed to warn Plaintiff, his mother, and other Scouts and their parents
5 in the Troop about Brock's predatory behavior; and

6 g) Defendants failed to follow-up on allegations that Brock took nude photographs
7 of Scouts by, for example, interviewing Scouts and/or their parents or documenting the
8 allegations.

9 28.

10 Any or all of Defendants' failures described in paragraph 26, were substantial and
11 contributing causal factors to all or some of Brock's sexual abuse of Plaintiff and Plaintiff's
12 damages and injuries as described in paragraphs 12 and 13.

13 29.

14 In light of the consistent and severe danger of sexual abuse in Scouting, Defendants'
15 failures described in paragraph 27 created a foreseeable risk of harm to Scouts, including
16 Plaintiff. Defendants therefore knowingly allowed, permitted, and/or encouraged child abuse.

17 30.

18 Plaintiff was within the class of people to be protected by reasonable child abuse
19 prevention measures, and such measures would have prevented all or some of Brock's abuse of
20 Plaintiff. Plaintiff's interest in being free from sexual abuse is an interest of a kind that the law
21 protects against negligent invasion.

22 31.

23 Defendants' failure to undertake reasonable child abuse prevention measures as described
24 in paragraph 27 was unreasonable in light of the risk posed by Scout volunteers, including

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1 Brock, to Scouts like Plaintiff. These failures were direct and foreseeable causes of all or some
2 of Plaintiff's sexual abuse and damages and injures described in paragraphs 12 and 13.

3 32.

4 As a result and consequence of Defendants' negligence, Plaintiff suffered the injuries and
5 incurred the damages described in paragraphs 12 and 13.

6 33.

7 In their gross negligence to Plaintiff, Defendants acted with malice or a reckless and
8 outrageous indifference to a highly unreasonable risk of harm and with a conscious indifference
9 to the health, safety, and welfare of Plaintiff. Plaintiff provides notice of his intent to move to
10 add allegations of punitive damages against Defendants at any time after filing this Complaint.

11 34.

12 Plaintiff did not learn of Defendants' negligence or its causal role in his injuries and
13 damages until 2011 at the earliest. Additionally, a reasonable inquiry by Plaintiff prior to 2010
14 would not have revealed Defendants' negligence, due to Defendants' decades of knowledge of
15 child sexual abuse in its institution, which it kept hidden from Scouts and the general public.

16
17 **FOURTH CLAIM FOR RELIEF**

18 Fraud

19 35.

20 Plaintiff realleges and incorporates by reference paragraphs 1 through 34.

21 36.

22 At all times relevant to this Complaint, Defendants invited and encouraged Plaintiff to
23 participate in Scouting. Their invitation created a special, confidential or fiduciary relationship,
24 wherein Plaintiff and his mother relied upon Defendants' years of expertise and judgment in
25 selecting morally upright and trustworthy men to lead Scouting activities. Defendants also acted
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1 *in loco parentis* to Plaintiff during various Scouting activities, such as camping and hiking trips.
2 Defendants also invited Plaintiff to enter into a commercial relationship by requiring Scouts to
3 pay yearly dues and other assorted fees and required purchases, in exchange for participating in
4 Scouting.

5 37.

6 Defendants represented that the Scout volunteers, including Brock, they selected,
7 controlled, and/or approved were appropriate and trustworthy mentors and leaders for young
8 boys, merely by selecting, approving, and/or retaining certain men as Scout volunteers. They
9 also promoted Scouting as being safe and beneficial for boys — physically, emotionally, and
10 spiritually. Defendants claimed Scouting was a wholesome institution and emphasized the
11 friendly and paternalistic role a Scoutmaster should play in a young boy’s life. As examples,
12 Defendants made specific statements in various editions of the *Boy Scout Handbook* — the
13 handbook that every Scout is given and uses as a guide to his Scouting experience. The Scout
14 Oath was and remains: “On my honor I will do my best to do my duty to God and my country
15 and to obey the Scout law; To help other people at all times; To keep myself physically strong,
16 mentally awake, and morally straight.” The Scout law then describes the characteristics a Scout
17 should have: a Scout is trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful,
18 thrifty, brave, clean, and reverent. These were ideals that both Scouts and Scout leaders were
19 expected to follow. In the 1965–1972 *Boy Scout Handbook*, the Scoutmaster is referred to as “a
20 wonderful man” who goes on hikes and goes camping with the Troop, and who “is the friend to
21 whom you can always turn for advice.” Defendant BSA, *Boy Scout Handbook*, at 94 (7th ed.,
22 3rd printing, 1967). This list of representations is not exhaustive.

23 38.

24 Defendants knew that, historically and increasingly, a significant number of Scout leaders
25 had abused Scouts, as described in paragraphs 9 and 10, and knew that Brock was sexually
26

1 attracted to Scouts and took nude photographs of them; therefore, Defendants knew that not all
2 Scout leaders were trustworthy, morally upright, role models, and mentors.

3 39.

4 Defendants fraudulently misrepresented, failed to disclose, and/or actively concealed the
5 dangers and prevalence of child molesters in Scouting. Defendants' representations regarding
6 the wholesomeness, trustworthiness, and moral integrity of Scouting and Scout volunteers were,
7 at best, partial representations of the facts, which should have been corrected or supplemented by
8 additional contrary information regarding the propensity of sexual abuse in Scouting that was in
9 Defendants' possession.

10 40.

11 Plaintiff read, digested, and integrated one or more of the *Boy Scout Handbook* versions
12 and similar information and propaganda promulgated by Defendants, into his Scouting
13 experience. Plaintiff relied upon Defendants' misrepresentations regarding Scouting and Scout
14 volunteers in deciding whether to join and continue to participate in Scouting.

15 41.

16 Defendants had a duty to disclose known threats to the health and safety of the minors
17 involved in Scouting because Defendants had a special relationship of trust and confidence with
18 Plaintiff, and Defendants exercised *in loco parentis* responsibilities over Scouts, including
19 Plaintiff. Alternatively or in addition to the duty arising from a special relationship, Defendants
20 invitation to Plaintiff to participate in Scouting upon payment of fees required them to disclose
21 all matters vital to entering into a commercial transaction. Child molestation by Scout volunteers
22 was vital and material information relevant to Plaintiff entering into the transaction and
23 maintaining his membership with Defendants. Further, alternatively or in addition to the
24 aforementioned duties, Defendants actively concealed the problem of child molestation by Scout
25 leaders, and Plaintiff did not and could not obtain access to this information. Due to Plaintiff's
26

1 inability to discover the truth and Defendants' full knowledge of it, Defendants were required to
2 disclose the prevalence of molestation by Scout volunteers.

3 42.

4 Defendants' knowledge of the dangers and prevalence of child molesters in Scouting
5 constituted a material fact because Plaintiff would not have entered into a relationship with or
6 continued a relationship with Defendants and Scouting, including his individual abuser or other
7 volunteers, employees, and agents of Defendants, had Plaintiff and his mother been aware of
8 such dangers.

9 43.

10 Despite the special relationship that Defendants maintained with Plaintiff, prior to and
11 during Plaintiff's time in Scouting, Defendants never made any warnings or issued any warnings
12 in the *Boy Scout Handbook*, in materials to Plaintiff's mother, in the Scouting application and
13 registration materials, or elsewhere in BSA materials that Scout volunteers were not always safe
14 and trustworthy, that they might make sexual demands or advances, or that significant numbers
15 of Scout volunteers had abused boys in the past. This list of omissions is not exclusive. Despite
16 their knowledge of the use of Scouting by child molesters as described in paragraphs 9 and 10,
17 and knowledge of Brock's sexual proclivities, Defendants knowingly failed to change the
18 Scouting program in any meaningful way to attempt to reduce the number of Scouts abused by
19 Scout leaders until decades after Plaintiff's time in Scouting, and nonetheless concealed this
20 material fact. These failures to disclose the known danger of abuse will be referred to in this
21 Complaint from this point forward as "fraud."

22 44.

23 Defendants knew that their fraud consisted of false representations, or Defendants
24 committed fraud with reckless disregard for the truth. Alternatively or in conjunction,
25 Defendants committed fraud with the intent of inducing Plaintiff (and other children similarly
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1 situated), Plaintiff's mother (and other parents and guardians similarly situated), and the
2 community at large to rely on their fraud; continue to trust Scouting and Scout volunteers; and
3 continue to participate in Scouting. Defendants also intended their fraud to shield Scouting from
4 scrutiny to ensure that children continued to join, for both a financial and reputational benefit to
5 Defendants.

6 45.

7 Plaintiffs and their parents justifiably and reasonably relied on Defendants' fraud in
8 allowing Plaintiff to join Scouting, remain in Scouting, and engage in a trust relationship with
9 their various Scout volunteers. The reliance of Plaintiff and his mother was justified because
10 they did not know, nor could they have known, that Defendants had a known, decades-long
11 history of child molesters using Scouting to obtain victims. Plaintiff and his mother justifiably
12 and reasonably relied on Defendants' fraud, as well as Defendants' conduct in maintaining the
13 same rules for the Scouting program over time, and to believe that Scouting did not pose a
14 known danger to Scouts. This reliance was justified because Plaintiffs and his mother could not
15 conduct an investigation of Defendants' claims that Scout volunteers were safe and trustworthy,
16 given that the records that would disprove the fraud — *e.g.* Defendant BSA's IV Files — were
17 not available to the public until decades later.

18 46.

19 No earlier than January 2011, Plaintiff discovered that throughout the time he was
20 involved in Scouting and until at least 2010, Defendants perpetrated a fraud related to the
21 dangers of Scout volunteers molesting children in Scouting. Prior to Plaintiff's discovery of
22 Defendants' fraud, Plaintiff did not know and could not know that Defendants' representations,
23 or lack thereof, were false, and that Defendants knew that Scouting was structured in such a way
24 that molestation of Scouts by Scout volunteers was certain to occur to some degree within
25 Scouting. Relying on Defendants' representations, Plaintiff joined Scouting and trusted Brock.

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1 47.

2 As a result and consequence of Defendants' negligence, Plaintiff suffered the injuries and
3 incurred the damages described in paragraphs 12 and 13.

4 48.

5 In their fraud, Defendants acted with malice or a reckless and outrageous indifference to
6 a highly unreasonable risk of harm and with a conscious indifference to the health, safety, and
7 welfare of Plaintiff. Plaintiff provides notice of his intent to move to add allegations of punitive
8 damages against Defendants at any time after filing this Complaint.

9
10 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as follows:

11 1. If successful on any of Plaintiff's claims for relief, noneconomic damages for
12 Plaintiff in the amount of \$5,000,000, the exact amount to be determined by the jury at the time
13 of trial;

14 2. If successful on any of Plaintiff's claims for relief, economic damages for
15 Plaintiff in the amount of \$50,000, the exact amount to determined by the jury at the time of trial;

16 3. For Plaintiff's disbursements and incurred costs; and

17 4. For any other relief this Court deems just and equitable.

18 DATED this ____ day of May, 2014.

19 **DUMAS LAW GROUP, LLC**

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21 _____
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26 Trial Attorney: Gilion C. Dumas

Of Attorneys for Plaintiff