

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

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JEFFREY CORLEY,

PLAINTIFF,

-against-

GREATER HUDSON VALLEY COUNCIL, BOY SCOUTS
OF AMERICA; WOODBOURNE FIRE DISTRICT;
FALLSBURG CENTRAL SCHOOL DISTRICT; BOARD
OF EDUCATION OF THE FALLSBURG CENTRAL
SCHOOL DISTRICT; NEW YORK STATE EDUCATION
DEPARTMENT,

Defendants.

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Plaintiff designates Westchester
County as the place of trial.

Index No.

SUMMONS

The basis of venue is the principal
residence of one of the Defendants.

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 Attorney(s) 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: San Diego, CA
August 10, 2021

THE ZALKIN LAW FIRM, P.C.

/s/ Irwin Zalkin

IRWIN M. ZALKIN, ESQ.
Attorney for Plaintiff
10 Times Square
1441 Broadway, Suite 3147
New York, NY 10018
(858) 259-3011

Defendants' Addresses:

Greater HudsonValley Council, Boy Scouts of America
PO Box 974
Mohegan Lake, NY 10547

Woodbourne Fire District
355 NY-52
Woodbourne, NY 12788

Fallsburg Central School District
115 Brickman Road
Fallsburg, NY 12733

Board of Education of the Fallsburg Central School District
c/o Fallsburg Central School District
115 Brickman Road
Fallsburg, NY 12733

New York State Education Department
89 Washington Avenue
Albany, NY 12234

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
JEFFREY CORLEY,

Index No.

PLAINTIFF,

-against-

VERIFIED COMPLAINT

GREATER HUDSON VALLEY COUNCIL, BOY SCOUTS
OF AMERICA; WOODBOURNE FIRE DISTRICT;
FALLSBURG CENTRAL SCHOOL DISTRICT; BOARD
OF EDUCATION OF THE FALLSBURG CENTRAL
SCHOOL DISTRICT; NEW YORK STATE EDUCATION
DEPARTMENT,

Defendants.

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PLAINTIFF, JEFFREY CORLEY, by and through his attorneys, the ZALKIN LAW
FIRM, P.C. and LIAKOS LAW, APC., respectfully alleges for his complaint the following:

I. INTRODUCTION

1. This case arises from childhood sexual abuse and exploitation that Plaintiff suffered at the hands of the Defendants’ assistant Scout leader, Robbie, whom the Defendants knew or should have known posed a danger to Plaintiff and other children. Despite their knowledge, the Defendants failed to take reasonable steps to protect Plaintiff from the danger of being sexually abused by Robbie. As a result, Robbie was able to use his position as an assistant Scout leader of the Defendants to sexually abuse Plaintiff.

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

2. 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 window for 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

3. Plaintiff Jeffrey Corley is an adult male who currently resides in Syracuse, New York.

4. While he was a minor, Plaintiff was a victim of one or more criminal sexual acts in the State of New York, including sexual acts that would constitute a sexual offense that revives Plaintiff's claim under the Child Victims Act.

5. At all relevant times Plaintiff was a minor participating in the Boy Scouts of America program that was operated and controlled by Defendants Greater Hudson Valley Council; Woodbourne Fire District; Benjamin Cosor Elementary School, an elementary school within the Fallsburg Central School District, Board of Education of the Fallsburg School District and controlled by The New York State Education Department (all Defendants are collectively referred to herein as "the Defendants").

6. Robbie was an assistant Scout leader that the Defendants used and relied upon as Scout leader to serve Plaintiff and other children who participated in their Boy Scout program, including as a Scout leader of Plaintiff's Boy Scout Troop.

7. During the time that Robbie served as an assistant Scout leader for the Defendants, Robbie used his position as assistant Scout leader to groom and to sexually abuse Plaintiff.

8. At all relevant times Defendant Greater Hudson Valley Council, Boy Scouts of America ("GHVC") was a New York nonprofit corporation organized under New York law with its principal place of business in Mohegan Lake, New York, that transacted business in Westchester County.

9. At all relevant times GHVC conducted business as “Greater Hudson Valley Council, Boy Scouts of America,” “Greater Hudson Valley Council, BSA,” “Hudson Valley Council, Boy Scouts of America,” and “Hudson Valley Council, BSA.”

10. Upon information and belief, Hudson Valley Council became the Greater Hudson Valley Council in January 2021.

11. To the extent that GHVC was a different entity, corporation, or organization during the period of time in which Robbie used his position as assistant 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 and is named in the caption and in this complaint as Greater Hudson Valley Council, Boy Scouts of America.

12. To the extent that GHVC is a successor to a different entity, corporation, or organization which existed during the period of time during which Robbie used his position as assistant Scout leader to sexually abuse Plaintiff, including any entity, corporation, or organization that subsequently or eventually merged into GHVC, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a Defendant in this lawsuit and is named in the caption and in this complaint as Greater Hudson Valley Council, Boy Scouts of America.

13. All such GHVC-related entities, corporations, or organizations are collectively identified and referred to herein as “GHVC.”

14. At all relevant times Defendant Woodbourne Fire District (“WFD”) was a New York not-for-profit corporation organized under New York law with its principal place of business in Woodbourne, New York, that transacted business in Sullivan County.

15. Defendant WFD maintains its principal place of business at 355 NY-52, Woodbourne, NY 12788

16. At all relevant times WFD conducted business as “Woodbourne Fire District,” “Woodbourne Fire House,” and “Woodbourne Fire Company.”

17. To the extent that WFD was a different entity, corporation, or organization during the period of time in which Robbie used his position as assistant 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 and is named in the caption and in this complaint as Woodbourne Fire District.

18. To the extent that WFD is a successor to a different entity, corporation, or organization which existed during the period of time during which Robbie used his position as assistant Scout leader to sexually abuse Plaintiff, including any entity, corporation, or organization that subsequently or eventually merged into WFD, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in the caption and in this complaint as Woodbourne Fire District.

19. All such WFD-related entities, corporations, or organizations are collectively identified and referred to herein as “WFD”.

20. At all relevant times, Defendant Fallsburg Central School District (“FCSD”) was a local education agency organized under the laws of the State of New York with its principal place of business in Fallsburg, New York that transacted business in Sullivan County, New York.

21. Defendant FCSD maintains its principal place of business at 115 Brickman Road, Fallsburg, NY 12733.

22. To the extent that FCSD was a different entity, corporation, or organization during the period of time in which Robbie used his position as assistant 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 and is named in the caption and in this complaint as Fallsburg Central School District.

23. To the extent that FCSD is a successor to a different entity, corporation, or organization which existed during the period of time during which Robbie used his position as assistant Scout leader to sexually abuse Plaintiff, including any entity, corporation, or organization that subsequently or eventually merged into FCSD, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in the caption and in this complaint as Fallsburg Central School District.

24. All such FCSD-related entities, corporations, or organizations are collectively identified and referred to herein as FCSD.

25. At all relevant times, Defendant FCSD owned, operated, and maintained Benjamin Cosor Elementary School ("BCES").

26. BCES maintains its principal place of business at 15 Old Falls Road, Fallsburg, NY 12733.

27. FCSD, by itself, or through its agents, servants, employees, and affiliates, oversees programs, including educational and charitable programs for children in BCES.

28. FCSD has the power to appoint, train, supervise, monitor, remove and terminate each and every person working with children within BCES.

29. BCES was under the direct authority, control, and province of Defendants FCSD.

30. At all relevant times, Defendant Board of Education of the Fallsburg Central School District ("Board of Education") is municipal corporation duly organized and existing under, and by virtue of the State of New York.

31. Board of Education maintains its principal place of business at 115 Brickman Road, Fallsburg, NY 12733.

32. Board of Education has the power to appoint, train, supervise, monitor, remove and terminate each and every person working with children within FCSD.

33. FCSD was under the direct authority, control, and province of Defendants Board of Education.

34. To the extent that Board of Education was a different entity, corporation, or organization during the period of time in which Robbie used his position as assistant 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 and is named in the caption and in this complaint as The Board of Education of the Fallsburg Central School District.

35. To the extent that Board of Education is a successor to a different entity, corporation, or organization which existed during the period of time during which Robbie used his position as assistant Scout leader to sexually abuse Plaintiff, including any entity, corporation, or organization that subsequently or eventually merged into Board of Education, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in the caption and in this complaint as The Board of Education of the Fallsburg Central School District.

36. All such Board of Education-related entities, corporations, or organization are collectively identified and referred to herein as Board of Education.

37. Defendant New York State Education Department (“NYSED”) is a corporate body established pursuant to the laws of New York State that maintains its principal place of business at 89 Washington Avenue, Albany, New York 12234. At all relevant times, upon information and

belief, the Department was responsible for setting the policy of the Board of Education and FCSD's hiring and firing of teachers, administrative staff, and school superintendents.

38. At all relevant times, Defendant NYSED was and still is a municipal entity in the business of operating schools within the County of Albany, State of New York.

39. At all relevant times, Defendant NYSED did, and still does, transact business within the County of Albany, State of New York.

40. At all relevant times, Defendant NYSED did, and still does, own, operate, control, maintain, administer, manage, offer and/or provide schools, premises and facilities relating to the provision of educational services, including Defendants FCSD and Board of Education, as well as BCES.

IV. JURISDICTION & VENUE

41. This action is timely commenced pursuant to the New York State Child Victims Act, dated February 14, 2019, and CPLR § 214-g.

42. This Court has jurisdiction pursuant to CPLR § 301 as Defendants conduct business in the state of New York.

43. Venue is proper pursuant to CPLR § 503(a) because at all relevant times, including the present, GHVC maintained its principal office in the County of Westchester.

44. The amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

V. STATEMENT OF FACTS

45. Plaintiff repeats and re-alleges the above allegations.

46. At all relevant times GHVC, through its agents, servants, and employees, managed, maintained, operated, and controlled Boy Scout Troops, Cub Scout Troops, other Scout Troops,

and Boy Scout camps in New York, including the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by its assistant Scout leader.

47. At all relevant times GHVC, through its agents, servants, and employees, managed, maintained, operated, and controlled the Scout leaders and volunteers of Boy Scout Troops, Cub Scout Troops, other Scout Troops, and Boy Scout camps in New York, including the Scout leaders and volunteers of the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by its assistant Scout leader.

48. WFD obtained a charter agreement from the Boy Scouts of America and GHVC that allowed and enabled WFD Defendants to operate and control Plaintiff's Boy Scout Troop subject to the rules, regulations, and control of GHVC.

49. Upon information and belief, Board of Education was responsible for supervising the activities of all schools within FCSD.

50. Upon information and belief, FCSD was responsible for supervising the activities of all schools within its geographical boundaries, including BCES.

51. Upon information and belief, Board of Education was responsible for supervising the activities of all schools within FCSD.

52. At all relevant times, NYSED owned, operated, and controlled Defendants FCSD, Board of Education, and BCES.

53. At all relevant times the Defendants, through their agents, servants, and employees, managed, maintained, operated, and controlled the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by the Defendants' assistant Scout leader.

54. At all relevant times the Defendants, through their agents, servants, and employees, held out their agents, servants, and employees to the public as those who managed, maintained,

operated, and controlled the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by their assistant Scout leader.

55. At all relevant times the Defendants were responsible for the hiring and staffing, and did the hiring and staffing, for the Scout leaders and volunteers of the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by their assistant Scout leader.

56. At all relevant times the Defendants were responsible for the recruitment and staffing of the Scout leaders and volunteers for the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by their assistant Scout leader.

57. At all relevant times the Defendants were responsible for supervising the Scout leaders and volunteers for the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by their assistant Scout leader.

58. At all relevant times the Defendants held themselves out to the public as the owners of the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by their assistant Scout leader.

59. At all relevant times the Defendants materially benefited from the operation of the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by the Defendants' assistant Scout leader and the services of those who managed and supervised their assistant Scout leader.

60. At all relevant times the Defendants, through their agents, servants, and employees, managed, maintained, operated, and controlled the Boy Scout Troop that Plaintiff belonged to when he was sexually abused by the Defendants' assistant Scout leader.

61. At all relevant times the Defendants, through their agents, servants, and employees, managed, maintained, operated, and controlled the Boy Scout Troop that Plaintiff belonged to

when he was sexually abused by the Defendants' assistant Scout leader, including its policies and procedures regarding the sexual abuse of children.

62. At all relevant times Robbie was an assistant Scout leader of the Defendants, whom Plaintiff believes held the position of assistant Scout leader of the Boy Scout Troop that Plaintiff belonged to when he was sexually abused.

63. At all relevant times Robbie was on the staff of, was an agent of, or served as an employee or volunteer of the Defendants.

64. At all relevant times Robbie was acting in the course and scope of his position with the Defendants.

65. When Plaintiff was a minor, he registered with the Defendants as a member of their Boy Scout Troop and paid them a fee to participate as a member of their Boy Scout Troop, including its meetings, camping trips, merit badge activities, and other outings.

66. At all relevant times the Defendants, through their agents, servants, and employees, held Robbie out to the public, to Plaintiff, and to his parents, as their agent.

67. At all relevant times the Defendants, through their agents, servants, and employees, held Robbie out to the public, to Plaintiff, and to his parents, as having been vetted, screened, and approved to serve as one of their assistant Scout leaders.

68. At all relevant times Plaintiff and his parents reasonably relied upon the acts and representations of the Defendants, through their agents, servants, and employees, and reasonably believed that Robbie was one of their agents who was vetted, screened, and approved to serve as assistant Scout leader.

69. At all relevant times Plaintiff and his parents trusted Robbie because the Defendants held them out as Scout leaders and volunteers who were safe and could be trusted with the supervision, care, custody, and control of Plaintiff.

70. At all relevant times Plaintiff and his parents believed that the Defendants 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.

71. Woodbourne Fire District Defendants sponsored the Troop that Plaintiff belonged to when he was sexually abused by the Defendants' assistant Scout leader.

72. Defendant WFD hosted the meetings of Plaintiff's Boy Scout Troop and organized the Troop's Scouting activities and events, including meetings, camping trips, merit badge activities, and other outings.

73. The Defendants were responsible for selecting and supervising the Scout leaders and volunteers of Plaintiff's Boy Scout Troop, including the Troop's assistant Scout leader, Robbie, when he used his position with the Defendants to sexually abuse Plaintiff.

74. When Plaintiff was a minor, Robbie used his position as the Defendants' assistant Scout leader to sexually abuse him.

75. Plaintiff was sexually abused by Robbie when Plaintiff was approximately 11 years old.

76. Based on the representations of the Defendants that Robbie 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 Defendants, including when Plaintiff was sexually abused by Robbie.

77. Neither Plaintiff nor his parents would have allowed him to be under the supervision of, or in the care, custody, or control of the Defendants, or Robbie, if the Defendants had disclosed to Plaintiff or his parents that Robbie was not safe and was not trustworthy, and that he in fact posed a danger to Plaintiff in that Robbie was likely to sexually abuse Plaintiff.

78. Neither Plaintiff nor his parents would have paid the Defendants to allow him to be a member of their Boy Scout Troop, or to participate in their Scouting activities, if the Defendants had disclosed to Plaintiff or his parents that Robbie was not safe and were not trustworthy, and that he in fact posed a danger to Plaintiff in that Robbie was likely to sexually abuse Plaintiff.

79. Neither Plaintiff nor his parents would have paid the Defendants to allow him to be a member of their Boy Scout Troop, or to participate in their Scouting activities, if the Defendants had disclosed to Plaintiff or his parents that they knew for years that sexual predators, like Robbie, were using their positions as Scout leaders and volunteers to groom and to sexually abuse children.

80. 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 Defendants or Robbie if the Defendants had disclosed to Plaintiff or his parents that Robbie was not safe and were not trustworthy, and that he in fact posed a danger to Plaintiff in that Robbie was likely to sexually abuse him.

81. During approximately 1970, Robbie used his position of trust and authority as assistant Scout leader of the Defendants to groom Plaintiff and to sexually abuse him, including during Scout meetings, and in Robbie's automobile while transporting Plaintiff home from scouting functions, when Plaintiff was under the supervision of, and in the care, custody, or control of, the Defendants.

82. The Defendants' assistant Scout leader sexually abused Plaintiff two times.

83. The sexual abuse by the Defendants' assistant Scout leader, Robbie, included, but was not limited to, Robbie fondling and groping Plaintiff's genitals.

84. The sexual abuse by the Defendants' assistant Scout leader, Robbie, occurred using property that was owned, operated, and/or controlled by the Defendants, including Scout meeting spaces, and Robbie's private automobile used for scouting functions, and transportation to/from scouting functions, during which time Plaintiff was in the care, custody, or control of the Defendants.

85. The sexual abuse by the Defendants' assistant Scout leader occurred during activities that were sponsored by the Defendants, or directly as a result of activities that were sponsored by the Defendants, including, but not limited to, Scout meetings and other Scout functions.

86. At all relevant times the Defendants, through their agents, servants, and employees, knew or should have known that Robbie was a sexual abuser of children who would use his position with them to sexually abuse Plaintiff and other children.

87. The Defendants knew or should have known that Robbie was likely to sexually abuse children, including Plaintiff, or that Defendants' program, as then constituted, posed a risk of sexual abuse to minors who participated in it.

88. At all relevant times the Defendants, through their agents, servants, and employees, knew or should have known that the sexual abuse by Robbie of Plaintiff was ongoing.

89. At all relevant times it was reasonably foreseeable to the Defendants, through their agents, servants, and employees, that Robbie's sexual abuse of children would likely result in injury to others, including the sexual abuse of Plaintiff and other children by Robbie.

90. Before and during the time he sexually abused Plaintiff, the Defendants, through their agents, servants, and employees, knew or should have known that Robbie was sexually abusing Plaintiff and other children.

91. The Defendants, through their agents, servants, and employees, knew or should have known before and during Robbie's sexual abuse of Plaintiff that Scout leaders, volunteers, and other persons who worked with youth, including other Scout leaders and volunteers, had used their positions to groom and to sexually abuse children.

92. The Defendants, through their agents, servants, and employees, knew or should have known before and during Robbie's sexual abuse of Plaintiff that such Scout leaders, volunteers, and other persons who worked with youth could not be "cured" through treatment or counseling.

93. The Defendants, through their agents, servants, and employees, concealed the sexual abuse of children by Robbie in order to conceal their own bad acts in failing to protect children from them, to protect their reputation, and to prevent victims of such sexual abuse by them and other Scout leaders and volunteers from coming forward during the extremely limited statute of limitations prior to the enactment of the current law, despite knowing that Robbie and other abusers in their ranks would continue to molest children.

94. The Defendants, through their agents, servants, and employees, consciously and recklessly disregarded their knowledge that Robbie would use his position with the Defendants to sexually abuse children, including Plaintiff.

95. The Defendants, through their agents, servants, and employees, disregarded their knowledge that Robbie would use his position with them to sexually abuse children, including Plaintiff.

96. The Defendants, through their agents, servants, and employees, acted in concert with each other and/or with Robbie to conceal the danger that Robbie posed to children, including Plaintiff, so that Robbie could continue serving them despite their knowledge of that danger.

97. The Defendants, through 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.

98. By reason of the wrongful acts of the Defendants 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.

99. That by reason of the foregoing, Defendants are also liable to Plaintiff for punitive and exemplary damages.

VI. CAUSES OF ACTION

A. FIRST CAUSE OF ACTION: NEGLIGENCE

100. Plaintiff repeats and re-alleges all of his allegations above and below.

101. The Defendants had a duty to take reasonable steps to protect Plaintiff from foreseeable harm when he was in their care, custody, and control, including when he was a paying member of their Boy Scout Troop and when he was participating in their Scouting activities.

102. The Defendants also had a duty to take reasonable steps to prevent Robbie from using the tasks, premises, and instrumentalities of their positions as their Scout leaders and volunteers to target, groom, and sexually abuse children, including Plaintiff.

103. The Defendants had a duty to warn, train, or educate their Scout leaders, volunteers, and youth members, including Plaintiff, about the danger of sexual abuse by Scout leaders and volunteers who were involved in their Scouting program and how to avoid or minimize such danger.

104. The Defendants had a duty to competently investigate Robbie prior to accepting them as their agents.

105. The Defendants had a duty to competently supervise Robbie during the time they served as their agents.

106. The Defendants had a special duty to supervise Robbie.

107. The Defendants had a special duty to protect Plaintiff while in their custody and control.

108. Prior to and all times herein mentioned, Defendants knew of Robbie's abuse of Plaintiff and/or his propensity to sexually abuse minors such as Plaintiff

109. The Defendants breached each of the foregoing duties by failing to exercise reasonable care to prevent their assistant Scout leader, Robbie, from using his position with the Defendants to sexually abuse Plaintiff when Plaintiff was in the care, custody, or control of the Defendants.

110. The Defendants breached their duty of care and were careless and negligent in failing to conduct a reasonable, careful, and prudent investigation into the past histories of Robbie,

and, had they done so, they would have discovered that Robbie should not be retained for a position of trust and confidence with children.

111. The Defendants breached their duty of care by failing to supervise Robbie and Plaintiff, particularly given the prevalence of child molestation by volunteer scout leaders historically within the Council itself, and throughout scouting in general.

112. The Defendants breached their duty of care by retaining Robbie even though they knew or should have known that Robbie was abusing Plaintiff prior to the last instance of abuse against Plaintiff and/or that Robbie had a propensity to abuse children.

113. In breaching their duties, including hiring, retaining, and failing to supervise Robbie; 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 Defendants created a foreseeable risk that Plaintiff would be sexually abused by Robbie.

114. As a direct and proximate result of the acts and omissions of the Defendants, their assistant Scout leader, Robbie, groomed and sexually abused Plaintiff, which has caused Plaintiff to suffer general and special damages as more fully described herein.

115. By reason of the foregoing, Plaintiff sustained physical and psychological injuries, as described above and herein.

B. SECOND CAUSE OF ACTION - SEXUAL ABUSE AND BATTERY

116. Plaintiff repeats and re-alleges all of his allegations above and below.

117. Each instance of Robbie's sexual misconduct and inappropriate physical contact with Plaintiff constitutes battery.

118. The Defendants, by their intentional acts, omissions, negligence, knowing and willful failure to act affirmatively to prevent, detect, report, or investigate, thereby aided and abetted Robbie in his abuse of Plaintiff.

119. Defendants ratified or approved Robbie's molestation of Plaintiff and/or other minors by, among other things, continuing to employ Robbie after learning or having reason to know of Robbie's molestation of Plaintiff and/or other minors; declining to contact law enforcement about Robbie's molestation of Plaintiff and/or other minors; covering up Robbie's acts, and protecting them from detection or punishment; withholding information from Plaintiff and/or other minors while allowing Robbie continued access and positions of trust; and/or destroying documents regarding Robbie's molestation of Plaintiff and/or other minor children.

120. As a direct and proximate result of the acts and omissions of the Defendants, their assistant Scout leader, Robbie, groomed and sexually abused Plaintiff, which has caused Plaintiff to suffer general and special damages as more fully described herein.

121. By reason of the foregoing, Plaintiff sustained physical and psychological injuries, as described above and herein.

VII. CPLR 1603 – NO APPORTIONMENT OF LIABILITY

122. 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

123. 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.

124. 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: San Diego, CA
August 10, 2021

THE ZALKIN LAW FIRM, P.C.

By: /s/ Irwin Zalkin
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STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

VERIFICATION BY ATTORNEY

IRWIN M. ZALKIN, an attorney being duly admitted before the courts of the State of New York, hereby affirms the following under penalties of perjury:

That he is an attorney for the PLAINTIFF in the above-entitled action with offices located at 10 Times Square, Suite 3147, New York, New York; that he has read the foregoing VERIFIED COMPLAINT and knows the contents thereof; that the same is true to his knowledge, except as to the matters stated to be alleged upon information and belief, and that as to those matters he believes them to be true.

That the reason why this verification is made by deponent instead of PLAINTIFF is because PLAINTIFF is not within the County of New York where deponent has his office. Deponent further says that the grounds of his belief as to all matters in the VERIFIED COMPLAINT not stated to be upon his knowledge are based upon conversations with the PLAINTIFF and other writings relevant to this action.

Dated: San Diego, CA
August 10, 2021

THE ZALKIN LAW FIRM, P.C.

/s/ Irwin Zalkin
IRWIN M. ZALKIN, ESQ.
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