

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF CAYUGA

SCOTT GREGORY COATS,

Plaintiff,

v.

THE BOY SCOUTS OF AMERICA;
LONGHOUSE COUNCIL, INC., BOY SCOUTS
OF AMERICA; WEEDSPORT CENTRAL
SCHOOL DISTRICT; WEEDSPORT CENTRAL
SCHOOL DISTRICT BOARD OF
EDUCATION; and DOES 1-5 whose identities
are unknown to Plaintiff,

Defendants.

Index No. _____

SUMMONS

Date Index No. Purchased [January 22,
2020]

To the above-named Defendants:

You are summoned and required to serve upon Plaintiff's attorneys, at the address stated below, an Answer to the attached Complaint.

If this Summons was personally served upon you in the State of New York, the Answer must be served within twenty (20) days after such service of the Summons, excluding the date of service. If the Summons was not personally delivered to you within the State of New York, the Answer must be served within thirty (30) days after the service of the Summons is complete as provided by law.

If you do not serve an Answer to the attached Complaint within the applicable time limitation stated above, a judgment may be entered against you, by default, for the relief demanded in the Complaint, without further notice to you.

THE ACTION WILL BE HEARD IN THE SUPREME COURT OF THE STATE OF NEW YORK, IN AND FOR THE COUNTY OF CAYUGA. THIS ACTION IS BROUGHT IN THE COUNTY OF CAYUGA BECAUSE IT IS THE COUNTY IN WHICH THE DEFENDANTS RESIDED WHEN THIS ACTION WAS COMMENCED AND BECAUSE IT IS THE COUNTY IN WHICH A SUBSTANTIAL PART OF THE EVENTS OR OMISSIONS

GIVING RISE TO THIS CLAIM OCCURRED.

Dated: Guilderland, New York
January 22, 2020



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COMPLAINT

DEMAND FOR JURY TRIAL

From approximately the years of 1976 through 1977, Victor Sine sexually abused Plaintiff as a child. While the abuse occurred, Defendants were generally negligent, they negligently employed Victor Sine, and gave him access to children, including Plaintiff. This is a revival action brought pursuant to the New York Child Victims Act, CPLR § 214-g. This action alleges physical, psychological, and emotional injuries suffered as a result of conduct which would constitute a sexual offense on a minor as defined in Article 130 of the New York Penal Law, incest as defined in section 255.27, 255.26 or 255.25 of the New York Penal Law committed against a child less than eighteen years of age, or the use of a child in a sexual performance as defined in section 263.05 of the New York Penal Law, or a predecessor statute that prohibited such conduct at the time of the act which conduct was committed against a child less than eighteen years of age, which is barred as of the effective date of this section because the applicable period of limitation has expired, and/or the plaintiff previously failed to file a notice of claim or a notice of intention to file a claim.

Plaintiff, by and through Plaintiff's attorneys, states and alleges as follows:

PARTIES

A. Plaintiff

1. At all times material to this Complaint, Plaintiff resided in the State of New York.
2. Plaintiff currently resides in the State of Florida.

B. Defendants

3. Whenever reference is made to any Defendant entity, such reference includes that entity, its parent companies, subsidiaries, affiliates, predecessors, and successors. In addition, whenever reference is made to any act, deed, or transaction of any entity, the allegation means that the entity engaged in the act, deed, or transaction by or through its officers, directors, agents, employees, or representatives while they were actively engaged in the management, direction, control, or transaction of the entity's business or affairs.

4. At all times material, the Boy Scouts of America ("BSA") was and is a congressionally chartered corporation, authorized to do business in New York, with its principal place of business located at 1325 W. Walnut Hill Lane, Irving, Texas 75038. Defendant BSA includes but is not limited to the organization and any other organization and/or entities operating under the same or similar name with the same or similar principal place of business.

5. At all times material, BSA had and continues to have continuous and systematic contacts throughout the State of New York, including but not limited to Cayuga County.

6. At all times material, Longhouse Council, Inc., Boy Scouts of America ("Longhouse Council") was and continues to be a non-profit corporation authorized to conduct business and conducting business in the state of New York, with its principal place of business at 2803 Brewerton Road, Syracuse, New York 13211. Defendant Longhouse Council includes but

is not limited to the organization and any other organization and/or entities operating under the same or similar name with the same or similar principal place of business.

7. Upon information and belief, Longhouse Council was formed when Hiawatha Seaway Council, Inc., Boy Scouts of America, merged with Cayuga County Council No. 366, Inc., Boy Scouts of America (“Cayuga County Council”) in 2010. Upon information and belief, Longhouse Council absorbed Cayuga Council in a de facto merger or a series of de facto mergers. Upon information and belief, Longhouse Council continued the operations of Cayuga County Council and remained under the direct authority and control of the Boy Scouts of America after the merger(s). Upon information and belief, Cayuga County Council ceased ordinary business operations as soon as possible after the transaction(s) and Longhouse Council assumed Cayuga County Council’s liabilities ordinarily necessary for the uninterrupted continuation of the Longhouse Council’s operations and business with a continuity of management, personnel, physical location and general business operation. Under the doctrine of de facto merger, Defendant Longhouse Council is liable for the negligence of Cayuga County Council, Boy Scouts of America. Defendant Longhouse Council is a wholly owned subsidiary of Defendant BSA.

8. At all times mentioned herein, Defendant Weedsport Central School District was and is a governmental entity, subdivision, agency, and/or administrative body organized and existing under and by virtue of the laws of the State of New York.

9. At all times mentioned herein, Defendant Weedsport Central School District Board of Education was and is a governmental entity, subdivision, agency, and/or administrative body organized and existing under and by virtue of the laws of the State of New York.

10. Weedsport Central School District and Weedsport Central School District Board of Education are both headquartered at 2821 East Brutus Street, Weedsport, Cayuga County, New

York 3166.

11. Defendants Does 1 through 5 are unknown agents whose identities will be provided when they become known pursuant to C.P.L.R. § 1024.

JURISDICTION

12. This Court has jurisdiction pursuant to C.P.L.R. § 301 as Defendants Longhouse Council's, Weedsport Central School District's and Weedsport Central School District Board of Education's principal places of business are in New York and because the unlawful conduct complained of herein occurred in New York.

13. Venue is proper pursuant to C.P.L.R. § 503 in that Cayuga County is the principal place of business of Defendant Weedsport Central School District and Weedsport Central School District Board of Education. In addition, many of the events giving rise to this action occurred in Cayuga County, and Plaintiff was a resident of Cayuga County at the time of the allegations in this Complaint.

FACTUAL ALLEGATIONS

14. At all times material, Victor L. Sine ("Sine") was an adult leader of Boy Scout Troop No. 59 in Weedsport, New York, and was employed by, and ran the AV Club for minor students of the Weedsport Central School District. At all times material, Sine remained under the direct supervision, employ and control of Defendants. Defendants placed Sine in positions where he had access to and worked with children as an integral part of his work.

15. Plaintiff was a youth member of Boy Scout Troop No. 59, a student at Weedsport Junior and Senior High School, and member of the AV Club in Weedsport Central School District. Plaintiff came into contact with Sine as an agent and representative of Defendants.

16. Through his participation in the Boy Scouts and his involvement and attendance at

Weedsport Central School District, Plaintiff developed great admiration, trust and respect for scouting and the district, and came to know and trust Sine as his scoutmaster, agent of the district, a mentor and authority figure. During and through these activities, Plaintiff, as a minor and vulnerable child, was dependent on Defendants and Sine. Defendants had custody of Plaintiff and accepted the entrustment of Plaintiff and, therefore, had responsibility for Plaintiff and authority over Plaintiff.

17. From approximately 1976 to 1977, when Plaintiff was approximately 13 to 14 years old, Sine engaged in unpermitted sexual contact with Plaintiff.

18. Sine engaged in unpermitted sexual contact with Plaintiff on numerous occasions at Weedsport Central School District property, and/or accomplished the sexual abuse through the use of all Defendants' chattels.

19. Prior to the sexual abuse of Plaintiff, Defendants learned or should have learned that Sine was not fit to work with children.

20. Defendants knew or should have known that Sine was a danger to children before he sexually molested Plaintiff.

Factual Allegations Specific to Defendants BSA and Longhouse Council

21. Defendants BSA and Longhouse Council have known for decades that sexual predators had infiltrated scouting, desiring positions around children, due in part to their sexual interest in children. Defendants knew or should have known of the danger that pedophiles presented to children participating in scouting before Plaintiff was abused.

22. Defendants BSA's and Longhouse Council's own "Ineligible Volunteer Files," including a subcategory referred to as the "Perversion Files," collected and maintained in secrecy for at least seventy years, reveal that pedophiles are drawn to scouting and that the Boy Scouts is

a sanctuary for child molesters.

23. Defendants' "Perversion Files" demonstrate that the Boy Scouts are aware and have been aware that pedophiles are attracted to scouting, the distinctive characteristics of scouting render scouts particularly susceptible to pedophiles who are given authority, and the actual and apparent authority of persons who serve in scoutmaster roles are used by pedophiles to sexually abuse young scouts in and out of scouting.

24. In 2012, Defendant BSA was ordered to disclose the Ineligible Volunteer Files of 1,247 alleged child sexual abusers who worked for the Boy Scouts of America between 1965 and 1985 by the Oregon Supreme Court. BSA continues to conceal information about ineligible volunteers that have been disclosed and the files of, and information about, ineligible volunteers not included in the 2012 release. As a result, children are at risk of being sexually molested.

25. In 2019, Dr. Janet Warren, a professor of psychiatry and neurobehavioral sciences employed at the Institute of Law, Psychiatry and Public Policy at the University of Virginia, testified that she was contracted by BSA to review Ineligible Volunteer Files from 1944 through 2016. Dr. Warren testified that her review of the files identified 7,819 perpetrators who they believed had been involved in sexually abusing a child. A review of the BSA files also identified 12,254 victims.

26. In 2013, a Minnesota District Court ordered Defendant BSA to disclose all Ineligible Volunteer Files of alleged child sexual abusers who worked in the Boy Scouts of America between 1999 and 2008. The Ineligible Volunteer Files produced under this order comprised approximately 1,538 cases of abuse detailed in approximately 48,000 pages of documents. However, these files are under court order not to be published, shared, or distributed by parties other than Defendant BSA without the court's permission, which has not been granted.

As a result, BSA continues to conceal information about ineligible volunteers who worked for the Boy Scouts of America between 1999 and 2008. As a result, children are at risk of being sexually molested.

27. Upon information and belief, Defendant BSA has failed to report multiple allegations of sexual abuse of children by its agents to the proper civil authorities. As a result, children continue to be at risk of being sexually molested.

28. Defendant BSA continues to conceal important information about the agents and volunteers accused of sexual misconduct with minors. As a result, children are at risk of being sexually molested.

**COUNT I: NEGLIGENCE
AGAINST ALL DEFENDANTS**

Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this Count.

29. Each Defendant owed Plaintiff a duty of reasonable care to protect the Plaintiff from injury.

30. Defendants' breach of their duties include, but are not limited to: failure to protect Plaintiff from a known danger, failure to have sufficient policies and procedures in place to prevent child sex abuse, failure to properly implement policies and procedures to prevent child sex abuse, failure to take reasonable measures to ensure that policies and procedures to prevent child sex abuse were working, failure to adequately inform families and children of the risks of child sex abuse, failure to investigate risks of child molestation, failure to properly train the employees at institutions and programs within Defendants' geographical confines, failure to train the minors within Defendants' geographical confines about the dangers of sexual abuse by leaders and/or scoutmasters, failure to have any outside agency test their safety procedures, failure to protect the

children in their programs from child sex abuse, failure to adhere to the applicable standard of care for child safety, failure to investigate the amount and type of information necessary to represent the institutions, programs, leaders and people as safe, failure to train their employees properly to identify signs of child molestation by fellow employees, failure by relying upon mental health professionals, and/or failure by relying on people who claimed that they could treat child molesters.

31. Defendants owed Plaintiff a duty of reasonable care because they solicited youth and parents for participation in their youth programs; encouraged youth and parents to have the youth participate in their programs; undertook custody of minor children, including Plaintiff; promoted their facilities and programs as being safe for children; held their agents, including Sine, out as safe to work with children; encouraged children to spend time with their agents; and/or encouraged their agents, including Sine, to spend time with, interact with, and recruit children.

32. Defendants undertook the custody, supervision of, and/or care of the minor Plaintiff. As a result of Plaintiff being a minor, and by Defendants undertaking the care and guidance of the Plaintiff, Defendants also held a position of empowerment over Plaintiff. Further, Defendants, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. Defendants, through their employees, exploited this power over Plaintiff and, thereby, put the minor Plaintiff at risk for sexual abuse.

33. By establishing and/or operating the Boy Scouts of America, accepting the minor Plaintiff as a participant in their programs, holding their facilities and programs out to be a safe environment for Plaintiff, and/or accepting custody of the minor Plaintiff, Defendants entered into an express and/or implied duty to properly supervise Plaintiff and provide a reasonably safe environment for children, who participated in their programs. Defendants owed Plaintiff a duty to

properly supervise Plaintiff to prevent harm from foreseeable dangers. Defendants had the duty to exercise the same degree of care over minors under their control as a reasonably prudent person would have exercised under similar circumstances.

34. By establishing and operating the Boy Scouts of America, Longhouse Council, and Weedsport Central School District, which offered educational programs to children, and by accepting the enrollment and participation of the minor Plaintiff as a participant in those educational programs, Defendants owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from generally foreseeable dangers.

35. Each Defendant also owed Plaintiff a duty to protect Plaintiff from harm because Defendants invited Plaintiff onto their property and Sine posed a dangerous condition on Defendants' property.

36. Each Defendant breached its duties to Plaintiff. Defendants failed to use ordinary care in determining whether their facilities were safe and/or determining whether they had sufficient information to represent their facilities as safe.

37. Defendants also breached their duty to Plaintiff by failing to warn Plaintiff and Plaintiff's family of the risk that Sine posed and the risks of child sexual abuse in their institutions.

38. Defendants BSA and Longhouse Council also failed to warn Plaintiff and Plaintiff's family about any of the knowledge that Defendants had about child sexual abuse, including the information contained in the "Ineligible Volunteer" Files.

39. Defendants additionally violated a legal duty by failing to report known and/or suspected abuse of children by Sine and/or its other agents to the police and law enforcement.

40. Prior to the sexual abuse of Plaintiff, Defendants knew or should have known that Sine was not fit to work with children. Defendants, by and through their agents, servants and/or

employees, became aware, or should have become aware of Sine's propensity to commit sexual abuse and of the risk to Plaintiff's safety. At the very least, Defendants knew or should have known that they did not have sufficient information about whether or not their leaders and people working in the Boy Scouts and Weedsport Central School District were safe.

41. Defendants knew or should have known that there was a risk of child sex abuse for children participating in BSA and Weedsport Central School District programs and activities. At the very least, Defendants knew or should have known that they did not have sufficient information about whether or not there was a risk of child sex abuse for children participating in BSA and Weedsport Central School District programs and activities.

42. Defendants knew or should have known that Defendants had numerous agents who had sexually molested children. Defendants knew or should have known that child molesters have a high rate of recidivism. They knew or should have known that there was a specific danger of child sex abuse for children participating in their youth programs.

43. However, despite this knowledge, Defendants negligently deemed that Sine was fit to work with children; and/or that any previous suitability problems Sine had were fixed and cured; and/or that Sine would not sexually molest children; and/or that Sine would not injure children.

44. Defendants' actions created a foreseeable risk of harm to Plaintiff. As a vulnerable child participating in the programs and activities Defendants offered to minors, Plaintiff was a foreseeable victim. Additionally, as a vulnerable child who Sine had access to through Defendants' facilities and programs, Plaintiff was a foreseeable victim.

45. As a direct and proximate result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of

Defendants.

46. As a result of the foregoing, Plaintiff has been damaged in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**COUNT II: NEGLIGENT HIRING OF EMPLOYEES
AGAINST ALL DEFENDANTS**

Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

47. At all times material, Sine was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein. Sine engaged in the illegal conduct while acting in the course and scope of his employment with Defendants and/or accomplished the sexual abuse by virtue of his job-created authority.

48. Defendants were negligent in the hiring of their employees. Defendants negligently hired and/or retained Sine and/or negligently placed Sine in a position to cause foreseeable harm which Plaintiff would not have been subjected to had Defendants taken reasonable care in their pre-hiring investigation of Sine.

49. Defendants negligently hired Sine with knowledge of Sine's propensity for the type of behavior which resulted in Plaintiff's injuries in this action. Defendants failed to investigate Sine's past history of inappropriate conduct and, through the exercise of reasonable diligence, should have known of Sine's propensity for child sexual abuse. Defendants were required to make an appropriate investigation of Sine and failed to do so. An appropriate investigation would have revealed the unsuitability of Sine for employment and it was unreasonable for Defendants to hire Sine in light of the information they knew or should have known.

50. As a direct and proximate result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and

resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants.

51. As a result of the foregoing, Plaintiff has been damaged in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**COUNT III: NEGLIGENT TRAINING AND SUPERVISION OF EMPLOYEES
AGAINST ALL DEFENDANTS**

Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

52. At all times material, Sine was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein. Sine engaged in the wrongful conduct while acting in the course and scope of his employment with Defendants and/or accomplished the sexual abuse by virtue of his job-created authority.

53. Defendants had a duty, arising from their employment of Sine, to ensure that he did not sexually molest children.

54. Further, Defendants owed a duty to train and educate employees and administrators and establish adequate and effective policies and procedures calculated to detect, prevent, and address inappropriate behavior and conduct between adults and children.

55. Defendants were negligent in the training, supervision, and instruction of their employees. Defendants failed to timely and properly educate, train, supervise, and/or monitor their agents or employees with regard to policies and procedures that should be followed when sexual abuse of a child is suspected or observed. Defendants were additionally negligent in failing to supervise, monitor, chaperone, and/or investigate Sine and/or in failing to create, institute, and/or enforce rules, policies, procedures, and/or regulations to prevent Sine's sexual abuse of Plaintiff.

In failing to properly supervise Sine, and in failing to establish such training procedures for employees and administrators, Defendants failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

56. As a direct and proximate result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants in the training and/or supervising of its employees.

57. As a result of the foregoing, Plaintiff has been damaged in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**COUNT IV: NEGLIGENT RETENTION OF EMPLOYEES
AGAINST ALL DEFENDANTS**

Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

58. At all times material, Sine was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein.

59. Defendants negligently retained Sine with knowledge of Sine's propensity for the type of behavior which resulted in Plaintiff's injuries in this action. Defendants failed to investigate Sine's past and/or current history of sexual abuse and, through the exercise of reasonable diligence, should have known of Sine's propensity for child sexual abuse. Defendants should have made an appropriate investigation of Sine and failed to do so. An appropriate investigation would have revealed the unsuitability of Sine for continued employment and it was unreasonable for Defendants to retain Sine in light of the information they knew or should have known.

60. Defendants negligently retained Sine in a position where he had access to children

and could foreseeably cause harm which Plaintiff would not have been subjected to had Defendants taken reasonable care.

61. In failing to timely remove Sine from working with children or terminate the employment of Sine, Defendants failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

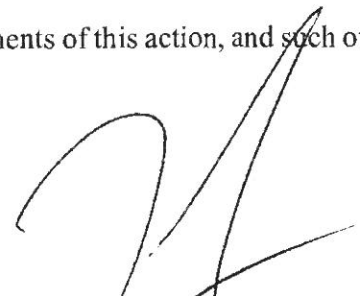
62. As a direct and proximate result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants in the retention of its employees.

63. As a result of the foregoing, Plaintiff has been damaged in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, on Plaintiff's First, Second, Third, and Fourth Causes of Action in an amount which exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction, together with interest as allowed by statute, the costs and disbursements of this action, and such other and further relief as this Court deems just and proper.

Dated: Guilderland, New York
January 22, 2020



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