

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
BOY SCOUTS OF AMERICA AND DELAWARE)	
BSA, LLC,)	Case No. 20-10343 (LSS)
)	
Debtors. ¹)	(Jointly Administered)
PONIL RANCH, L.P.,)	
)	
Plaintiff,)	
)	Adv. Pro. No. 21-51185 (LSS)
v.)	
)	
BOY SCOUTS OF AMERICA,)	Re: D.I. 1
)	
Defendant.)	

DEFENDANT BOY SCOUTS OF AMERICA’S ANSWER TO COMPLAINT

Defendant Boy Scouts of America (“BSA” or the “Defendant”), through its undersigned counsel, for its Answer to Complaint (the “Complaint”) filed by Ponil Ranch, L.P. (“Ponil Ranch” or the “Plaintiff”, in the above-captioned adversary proceeding, states as follows:

NATURE OF THE ACTION

1. The allegations of Paragraph 1 of the Complaint constitute Plaintiff’s statement of the nature of the action to which no response is required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 1 of the Complaint, and expressly denies that Plaintiff has either a valid prescriptive easement or an easement by necessity through Defendant’s property.

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are as follows: Boy Scouts of America (6300); and Delaware BSA, LLC (4311). The Debtors’ mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

JURISDICTION AND VENUE

2. The allegations or Paragraph 2 of the Complaint state legal conclusions to which no response is required.

3. The allegations or Paragraph 3 of the Complaint state legal conclusions to which no response is required.

4. Defendant denies the allegations contained in Paragraph 4 of the Complaint.

5. The allegations of Paragraph 5 of the Complaint constitute Plaintiff's consent to the entry of final orders or judgment by the Bankruptcy Court. By way of further response, pursuant to Del. Bankr. L.R. 7008-1, Defendant does not consent to the entry of final orders or judgments by the Bankruptcy Court if it is determined that the Bankruptcy Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

THE PARTIES

6. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 6 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

7. Defendant admits the allegations contained in Paragraph 7 of the Complaint.

8. Defendant admits the allegations contained in Paragraph 8 of the Complaint.

9. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 9 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

FACTS

10. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 10 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

11. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 11 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

12. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 12 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

13. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 13 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

14. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 14 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

15. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 15 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

16. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 16 of the Complaint, and therefore deny the allegations and demand strict proof thereof.

17. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 17 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

18. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 18 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

19. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 19 of the Complaint, and therefore denies the allegations and demands strict proof thereof, except admits that the Property and Ponil Ranch are surrounded by mountainous terrain. By way of further response, to the extent the statements in Paragraph 19 of the Complaint are allegations to establish an easement by prescription or necessity, Defendant denies the same and denies any allegations in Paragraph 19 which alleges that any prescriptive easements or easements by necessity exist over Defendant's property.

20. Defendant denies the allegations of Paragraph 20 of the Complaint, except admits that the Ponil Ranch is surrounded by other private properties. With respect to the allegations contained in Paragraph 20 of the Complaint, Defendant states that Plaintiff currently enjoys other means of access to its subject property, which are not over Defendant's property, and denies any allegations inconsistent therein.

21. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 21 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

22. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 22 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

23. As to the allegations contained in Paragraph 23 of the Complaint, are denied, expect that Defendant admits that Plaintiff has an easement through Vermejo Park Ranch.

24. Defendant denies the allegations contained in Paragraph 24 of the Complaint.

25. Defendant denies the allegations contained in Paragraph 25 of the Complaint.

26. Defendant denies the allegations contained in Paragraph 26 of the Complaint including subparts (1), (2), (3), (4) and (5).

27. Defendant denies the allegations contained in Paragraph 27 of the Complaint including subparts (1) and (2).

28. Defendant denies the allegations contained in Paragraph 28 of the Complaint.

CAUSES OF ACTION

A. Count I: Declaratory Judgment As To Validity Of The Easement By Prescription.

29. Defendant repeats and realleges its responses to paragraphs 1-28 as if fully restated herein.

30. The allegations of Paragraph 30 of the Complaint state legal conclusions to which no response is required, except Defendant denies any allegations that Plaintiff has met the required elements of easement by prescription or easement by necessity.

31. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 31 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

32. Defendant denies the allegations contained in Paragraph 32 of the Complaint, including subparts (1), (2), (3), (4) and (5).

33. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 33 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

34. Defendant denies the allegations contained in Paragraph 34 of the Complaint.

35. Defendant denies the allegations contained in Paragraph 35 of the Complaint.

B. Count II: Declaratory Judgment As To Validity Of Easement By Necessity.

36. Defendant repeats and realleges its responses to paragraphs 1-35 as if fully restated herein.

37. The allegations of Paragraph 37 of the Complaint state legal conclusions to which no response is required, except Defendant denies that Plaintiff has met the required elements of easement by prescription or easement by necessity.

38. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 38 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

39. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 39 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

40. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 40 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

41. Defendant denies the allegations contained in Paragraph 41 of the Complaint.

42. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 42 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

43. Defendant denies the allegations contained in Paragraph 43 of the Complaint.

44. Defendant is without knowledge or information sufficient to admit or deny the allegations contained in Paragraph 44 of the Complaint, and therefore denies the allegations and demands strict proof thereof.

45. Defendant denies the allegations contained in Paragraph 45 of the Complaint.

46. Defendant denies the allegations contained in Paragraph 46 of the Complaint.

GENERAL DENIAL

1. Any allegation not admitted expressly herein is hereby denied.

ADDITIONAL DEFENSES

The following additional defenses are raised by Defendant without waiver of any other defenses that may be available to Defendant, and Defendant specifically reserves the right to raise any additional defenses available to it at any time during the pendency of this adversary proceeding.

1. The Complaint should be dismissed because it fails to state a claim upon which relief may be granted.

2. The Complaint fails to state a claim for a prescriptive easement as all access over Defendant's property by Plaintiff was permissive only.

3. The Complaint fails to state a claim for an easement by necessity as Plaintiff enjoys other access roads to its property.

4. The Complaint fails to join necessary and indispensable parties.

5. The Complaint is barred by the equitable doctrines of waiver, estoppel, laches and unclean hands.

6. Plaintiff's claims are barred pursuant to the doctrines of accord and satisfaction.

7. Defendant reserves the right to assert any additional Affirmative Defenses that may become apparent through additional investigation and discovery.

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January 25, 2022
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Donna L. Culver

Donna L. Culver (No. 2983)
Derek C. Abbott (No. 3376)
Andrew R. Remming (No. 5120)
Paige N. Topper (No. 6470)
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899-1347
Telephone: (302) 658-9200
Email: dculver@morrisnichols.com
dabbott@morrisnichols.com
aremming@morrisnichols.com
ptopper@morrisnichols.com

- and -

WHITE & CASE LLP

Jessica C. Lauria (admitted *pro hac vice*)
1221 Avenue of the Americas
New York, NY 10020
Telephone: (212) 819-8200
Email: jessica.lauria@whitecase.com

- and -

WHITE & CASE LLP

Michael C. Andolina (admitted *pro hac vice*)
Matthew E. Linder (admitted *pro hac vice*)
Laura E. Baccash (admitted *pro hac vice*)
Blair M. Warner (admitted *pro hac vice*)
111 South Wacker Drive
Chicago, IL 60606
Telephone: (312) 881-5400
Email: mandolina@whitecase.com
mlinder@whitecase.com
laura.baccash@whitecase.com
blair.warner@whitecase.com

- and -

THE SIMONS FIRM, LLP

Quinn S. Simons

Thomas A. Simons IV

P. O. Box 5333

Santa Fe, NM 87502-5333

Telephone: (505) 988-5600

Email: qsimons@simonsfirm.com

tsimons@simonsfirm.com

*Attorneys for Defendant
Boy Scouts of America*

CERTIFICATE OF SERVICE

I, Donna L. Culver, Esquire, do hereby certify that a copy of the foregoing **DEFENDANT BOY SCOUTS OF AMERICA'S ANSWER TO COMPLAINT** was served this 25th day of January, 2022, upon the following counsel in the manner indicated:

BY E-MAIL

Thomas M. Horan
Cozen O'Connor
1201 North Market Street, Suite 1001
Wilmington, DE 19899-1347
Email: thoran@cozen.com

Jason S. Brookner
Lydia R. Webb
Sahrish K. Soleja
Gray Reed
1601 Elm Street, Suite 4600
Dallas, TX 75201
Email: jbrookner@grayreed.com
lwebb@grayreed.com
ssoleja@grayreed.com

/s/ Donna L. Culver

Donna L. Culver (#2983)