

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

In re: BOY SCOUTS OF AMERICA and DELAWARE BSA, LLC, ¹ Debtors.	Chapter 11 Case No. 20-10343 (LSS) (Jointly Administered)
Boy Scouts of America, Plaintiff, v. A.A., <i>et al.</i> , ² Defendants	Adv. Pro. No. 20-50527 (LSS) RE: A.D.I. Nos 54, 72

OBJECTION TO STIPULATION AND AGREED ORDER BY AND AMONG THE BOY SCOUTS OF AMERICA, THE OFFICIAL COMMITTEE SURVIVORS OF ABUSE AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EXTENDING THE TERMINATION DATE OF THE STANDSTILL PERIOD UNDER THE CONSENT ORDER GRANTING THE BSA'S MOTION FOR A PRELIMINARY INJUNCTION PURSUANT TO 11 U.S.C. §§ 105(A) AND 362

COMES NOW "I.G.", a plaintiff in a matter pending before the United States District Court for the Western District of Missouri, Southern Division styled *I.G. v. Ozark Trails Counsel, Inc. and Scott Wortman*, Case No. 6:20-cv-03059-SRB and hereby objects to the *Stipulation and Agreed Order by and Among the Boy Scouts of America, the Official Committee of Survivors of Abuse, and the Official Committee of Unsecured Creditors Extending the Termination Date of the Standstill Period under the Consent Order Pursuant to 11 U.S.C. §§ 105(A) and 362* for the reasons set forth below.

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

² A full list of the Defendants in this adversary proceeding is included in redacted form on Exhibit A to the BSA's Verified Complaint for Injunctive Relief [A.D.I 14-1] to protect the privacy interests of abuse victims.

PROCEDURAL HISTORY

1. On February 19, 2020, I.G. commenced an action in the Circuit Court of Greene County, Missouri styled *I.G., Plaintiff, v. Boy Scouts of America; Ozark Trails Council, Inc. and Scott Wortman, Defendants* (the “State Court Action”). A copy of the petition filed in the State Court Action is attached hereto as “**Exhibit A**”.

2. Plaintiff was unaware that on February 18, 2020, the above captioned Debtors (collectively “Debtors” or “BSA”) filed voluntary petitions for chapter 11 bankruptcy in the Bankruptcy Court of the District of Delaware (Case No. 20-10343).

3. Plaintiff subsequently learned that on the same day, BSA commenced the above captioned adversary proceeding by filing a *Verified Complaint for Injunctive Relief* (the “Complaint”) and a *Motion for a Preliminary Injunction* (the “Motion for Preliminary Injunction”) seeking to extend the automatic stay from Bankruptcy Code § 362 to non-debtor parties, which included local councils that are independently incorporated, community and religious organizations, and individuals who were involved in scouting operations, which BSA refers to as “BSA Related Parties”.

4. Defendant Ozark Trails Council, Inc. is identified by the Debtor as a “BSA Related Party”.

5. On or about March 3, 2020 Debtor BSA and non-debtor defendant Ozark Trails Council, Inc. (the “Ozark Trail Council”) removed the State Court Action to the United States District Court for the Western District of Missouri and was assigned to the court’s civil docket as case no. 6:20-cv-03059-SRB (the “District Court Action”).

6. On March 24, 2020, Plaintiff voluntarily dismissed the Debtor from the District Court Action, and simultaneously filed a Motion to Remand the matter back to the Missouri State

Court. The primary basis for the Motion to Remand was that the District Court no longer had jurisdiction over the remaining parties in the case (in light of the dismissal of BSA) because the sole basis for removal of the case in the first place was that BSA (then a party to the suit) filed bankruptcy. Plaintiff incorporates herein by this reference the authorities and arguments set forth in his Motion to Remand. A copy of the Notice of Dismissal and Motion to Remand are attached hereto as “**Exhibit B**”.

7. On March 30, 2020 and despite the prior filing of the Notice of Dismissal and Motion to Remand, the U.S. Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered the *Consent Order Pursuant to 11 U.S.C. Section 105(a) and 362 Granting the BSA's Motion for Preliminary Injunction* (the “Consent Order”). Ozark Trail Council filed a copy of the Consent Order in the District Court Action and alerted the court that a preliminary injunction against the Ozark Trail Council was in effect until at least May 18, 2020.

8. On May 14, 2020, Ozark Trails Council filed its Motion for Extension of Time to file responses to both the Complaint and the Motion to Remand until May 28, 2020. Plaintiff did not oppose, and the relief sought was granted.

9. On May 18, 2020, the Bankruptcy Court entered the *Stipulation and Agreed Order by and Among the Boy Scouts of America, the Official Committee of Survivors of Abuse, and the Official Committee of Unsecured Creditors Extending the Termination Date of the Standstill Period under the Consent Order Pursuant to 11 U.S.C. §§ 105(A) and 362* until June 8, 2020 (the “Order Extending the Standstill Period”).

10. The Ozark Trail Council filed a copy of the Order Extending the Standstill Period in the District Court, notifying that court that its time to respond to the Complaint and Motion to Remand had been further extended.

The Termination Date Should not be Extended with Respect to Ozark Trail Council

11. Despite the ninety day injunction, Debtor has yet to clarify the availability of the Ozark Trail Council's assets or insurance policies eligible to satisfy abuse claims that are to be administered through the bankruptcy process. Upon information and belief and perhaps more importantly, there are no other matters pending against the Ozark Trail Council by any other plaintiffs. However, in their Motion for Preliminary Injunction, the Debtor urged the Court to extend litigation protections to related non-debtor third parties because the national organization allegedly shares "an identity of interest" with the local councils and chartered organizations, and claims against the BSA and the related entities are "inextricably intertwined." BSA Br. at 40-41. Yet despite Court's granting of injunctive relief, it is still largely unknown what and if the Ozark Trail Council will contribute in any way to victims' compensation in the course of the BSA's reorganization. Further, it is well-documented that BSA's insurance has no intention to cover these claims of abuse.³ The Court should not continue to extend the protections of the automatic stay the Ozark Trail Council, a non-debtor third party without any assurance that they will contribute their assets to resolve creditors' claims.

Plaintiff Should be Permitted to Proceed in the District Court Action with its Motion to Remand

12. As set forth above, the Debtor has been dismissed from the District Court Action. As such, there is no reason for this matter to remain in federal court. "Related to jurisdiction" or "[what] will or will not be sufficiently related to a bankruptcy to warrant the exercise of subject

³ Without having conducted initial discovery or reviewed BSA's or the Ozark Trail Council's insurance policies, Plaintiff refers to media coverage indicating many insurance providers for BSA do not intend to cover these instances of sexual abuse. *See* Ex. C, ("in recent years these carriers have been withdrawing coverage, arguing that the Boy Scouts knew about the abuse and didn't tell insurance companies. That has left the organization with the prospect of having to fund any litigation and settlements itself."); *see also* Ex. D ("Insurers are refusing to pay for sex-abuse settlements and legal defense fees, arguing that the events weren't accidents or even foreseen. . . [insurance companies] argue that they shouldn't have to pay claims related to abuse that the Scouts could have reasonably prevented").

matter jurisdiction is a matter that must be developed on a case-by-case basis.” *In re W.R. Grace & Co.*, 591 F.3d 164, 174 n. 9 (3rd Cir. 2009). In this case, any assets separately owned by the Ozark Trail Council will not affect BSA’s bankruptcy estate because, for example, the assets of the Council and BSA are separate and as stated above, the plaintiff is unaware of any other cases pending against the Ozark Trail Council. As such, the Debtor’s estate and creditors would not be harmed if Plaintiff is permitted to proceed against the remaining two non-debtor defendants.

13. Indeed, BSA has assured the public through the media that individual local councils under their organization’s umbrella are not parties to this bankruptcy. *See* **“Exhibit C”** (article stating “much of Boy Scout property actually is owned by regional councils across the country rather than the national council, which claimed just \$240 million in land assets in its 2018 tax filings. By contrast, USA TODAY found \$101 million in local councils’ property in New York alone. In the bankruptcy proceedings, USA Today reports that BSA is likely to argue that assets such as property owned by local troops are separate and should not be touched”); *see also* **“Exhibit D”** (“Local councils, which provide programming, financial, facility and administrative support to Scouting units in their communities, have not filed for bankruptcy. They are legally separate, distinct and financially independent from the national organization”. . . . “Scouting programs will continue throughout this process and for many years to come. Local councils are not filing for bankruptcy because they are legally separate and distinct organizations”).

14. To date and as such, neither BSA nor the Ozark Trail Council have provided a factual basis for “related to” jurisdiction in this matter. As such, the injunction with respect to the Ozark Trail Council should be terminated, and the Plaintiff should be permitted to proceed with its Motion to Remand and eventually proceed in the Missouri State Court.

15. In the alternative, Plaintiff should be permitted to conduct discovery in the underlying action. Debtor and Ozark Trail Council should be required to immediately identify any insurance policies held by the either party which Debtor asserts could be made available to help satisfy victims' claims.

16. While the Debtor's Motion for Preliminary Injunction was largely premised on its assertion that the non-debtor BSA Related Parties "share from the same insurance policies," BSA Br. at 43, it is impossible to validate that assertion without access to any underlying policies held by the Ozark Trail Council. *See In re Combustion Engineering, Inc.*, 391 F.3d 190, 222-23 (3d Cir. 2004) ("Courts finding 'related to' jurisdiction over claims against non-debtors based in part on shared insurance policies have relied not only on extensive record findings regarding the terms and operation of the subject policies, but also on additional evidence of automatic liability against the debtor.").

17. Debtor should not be permitted to continue to maintain the automatic stay with respect to the Ozark Trail Council on the basis of assertions about their insurance coverage without disclosing the underlying policies to Plaintiff. Until Debtor can adequately support its claims through evidence, further extension of the Standstill Period with respect to the Ozark Trail Council, a non-debtor entity, is not justified.

RESERVATION OF RIGHTS

Nothing herein should be deemed an admission or waiver with respect to this Court's jurisdiction over to the Non-debtor defendants parties in the underlying Missouri District or State Court actions.

WHEREFORE, Plaintiff seeks an order (a) terminating the Standstill Period with respect to Ozark Trail Council and (b) permitting Plaintiff to proceed in the District Court Action and (c) granting other such relief as is just and equitable.

Respectfully submitted,

Date: June 2, 2020

GELLERT SCALI BUSENKELL & BROWN, LLC

By: /s/ Amy D. Brown
Ronald S. Gellert (DE 4259)
Amy D. Brown (DE 4077)
1201 N. Orange St., Suite 300
Wilmington, DE 19801
Telephone: (302) 425-5800
Fax: (302) 425-5814
E-mail: rgellert@gsbblaw.com
Email: abrown@gsbblaw.com

and

SANDERS WARREN RUSSELL & SCHEER LLP

/s/ S. Jacob Sappington
S. Jacob Sappington MO #51810
Emily Titus MO #72169
1855 S. Ingram Mill Road
Suite 207
Springfield, Missouri 65804
Telephone: (417) 281-5100
Facsimile: (417) 281-5199
E-mail: j.sappington@swrsllp.com
e.titus@swrsllp.com

ATTORNEYS FOR PLAINTIFF I.G.

EXHIBIT A

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

I.G.,)
)
Plaintiff,)
)
v.)
)
BOY SCOUTS OF AMERICA,)
Serve at:)
Mike Bridgins)
223 W. Second Street)
O’Fallon, Missouri 63366)
)
and)
)
OZARK TRAILS COUNCIL, INC.)
Serve at:)
Scout Executive/CEO John Feick)
1616 S. Eastgate Avenue)
Springfield, Missouri 65809)
)
and)
)
SCOTT WORTMAN,)
Serve at:)
Jason Coatney)
939 N. Boonville Avenue, Ste. C)
Springfield, Missouri 65802)
)
Defendants.)

PETITION

Plaintiff I.G. (“Plaintiff”), through counsel, states as follows for his Petition:

Parties

1. Plaintiff is, and at all times relevant to the allegations in this Petition was, a resident of Springfield, Greene County, Missouri.
2. The anonymity of the Plaintiff is necessary to protect Plaintiff’s identity because the incidents described herein (and that are a basis for Plaintiff’s claims) occurred when Plaintiff

was a minor. Plaintiff is agreeable to disclosing Plaintiff's identity to the Court subject to appropriate protective orders and/or as the Court may otherwise direct. Plaintiff's anonymity in case pleadings/filings will not prejudice Defendants in any way. Specifically, Defendants are already aware of Plaintiff's identity.

3. Defendant Boy Scouts of America ("BSA") is an administratively dissolved Missouri nonprofit corporation. Boy Scouts of America may be served at Registered Agent Mike Bridgins, 223 West Second Street, O'Fallon, Missouri 63366.

4. Defendant Ozark Trails Council, Inc. ("the Council") is a Missouri nonprofit corporation in good standing and may be served at Registered Agent John Feick, Scout Executive/CEO, 1616 S Eastgate Avenue, Springfield, Missouri 65809.

5. Defendant Scott Wortman is an individual residing in the State of Missouri. Upon information and belief, Wortman can be served through counsel Jason Coatney, 939 N. Boonville Avenue, Ste. C, Springfield, Missouri 65802.

Jurisdiction And Venue

6. Jurisdiction and venue are proper in this Court because Defendants are located in Missouri and the initial (and a substantial part of the) events, acts, and/or omissions giving rise to Plaintiff's claims occurred in Springfield, Greene County, Missouri and Plaintiff was first injured in Greene County, Missouri.

Facts Common To All Counts

7. Defendant Scott Wortman, at all relevant times, was an Assistant Scoutmaster with BSA, Ozark Trails Council, Troop 7 in Springfield, Missouri.

8. Wortman recruited Plaintiff into the Boy Scouts Troop 7 in approximately the Spring of 2012.

9. Plaintiff was a 14 year old minor at this time.

10. As an Assistant Scoutmaster, Wortman had direct access to participants in BSA programming, including Plaintiff.

11. Immediately after Plaintiff joined Troop 7, Wortman began communicating excessively and spending an inappropriate amount of time with Plaintiff both at and outside of BSA-sponsored events. This behavior rapidly progressed.

12. Assistant Scoutmaster Wortman first sexually molested Plaintiff in the Summer of 2012, when Plaintiff was 14, turning 15, years old. This behavior continued through the remainder of the year and beyond, both at Boy Scout functions as well as other locations.

13. After these incidents, Wortman exhibited highly manipulative behavior toward Plaintiff to ensure he would not divulge the abuse to anyone.

14. In addition to Wortman's repeated sexual abuse of Plaintiff, Wortman also subjected Plaintiff to verbal, mental, and, on at least one occasion, physical abuse. Such abuse included, but was not limited to, various forms of "grooming" and other manipulation (including gifts and threats).

15. In all, Plaintiff suffered roughly four years of abuse at the hands of Wortman, a significant amount of which occurred as a result of and during events associated with Plaintiff's membership in BSA.

16. In part because of the well-known and extensive history of abuse of minors by BSA officials/employees/representatives, BSA developed policies and procedures designed to prevent abuse of minors by BSA officials.

17. BSA, through its agents, repeatedly failed to enforce its own policies designed to prevent this exact type of child abuse, such as its "Two Deep" policy.

18. BSA, through its agents, also failed to follow MO. REV. STAT. § 210.115 requiring anyone with “responsibility for the care of children” to immediately make a report to the appropriate authorities when s/he has “reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observes the child being subjected to conditions or circumstances which would reasonably result in abuse or neglect...”

19. BSA personnel had “reasonable cause to suspect that a child has been or may be subjected to abuse” or had observed “the child being subjected to conditions or circumstances which would reasonably result in abuse or neglect...” pursuant to MO. REV. STAT. § 210.115.

20. The circumstances of Plaintiff’s exposure to Wortman, including the frequency and the isolated nature (Plaintiff was exposed to Wortman under circumstances in which he was alone with Wortman and Wortman was unmonitored) of the exposure, created conditions which would reasonably result in the abuse of Plaintiff by Wortman.

21. BSA had actual knowledge of this access and opportunity and ability to commit abuse (in general and specifically related to Wortman and Plaintiff), particularly given the well-known and extensive history of abuse of minors by BSA officials/employees/representatives.

22. At least two of Wortman’s fellow BSA personnel knew or suspected that Plaintiff was being abused by Wortman, yet failed to report or otherwise prevent the abuse.

23. As a direct result of the BSA’s failures in this regard, Wortman also sexually abused Plaintiff outside of BSA-sponsored functions and events on many occasions.

24. By virtue of the circumstances described above, particularly Plaintiff’s physical exposure to Wortman, BSA enabled and emboldened Wortman to abuse Plaintiff sexually, mentally, and physically.

25. BSA also enabled Wortman's mental, sexual, and other abuse of Plaintiff by failing to create, implement, and enforce adequate policies, particularly regarding training and supervision, to prevent the circumstances that led to Wortman's abuse of Plaintiff.

26. BSA also enabled Wortman's mental, sexual, and other abuse of Plaintiff by failing to adequately train and/or supervise its representatives to prevent the circumstances that led to Wortman's abuse of Plaintiff, including the failure to adequately train and/or supervise Wortman and other BSA personnel.

27. BSA also enabled Wortman's mental, sexual, and other abuse of Plaintiff by failing to adequately train and/or supervise its participants to prevent the circumstances that led to Wortman's abuse of Plaintiff, including but not limited to the failure to adequately train and/or supervise Plaintiff (a minor).

28. BSA also enabled Wortman's mental, sexual, and other abuse of Plaintiff by failing to enforce what policies did exist to prevent the circumstances that led to Wortman's abuse of Plaintiff.

29. As a direct result of Defendants' acts or omissions, and Wortman's abuse of Plaintiff, Plaintiff suffered and experienced harm including but not limited to abuse and resulting severe anxiety, diagnosed depression, and suicidal ideation.

30. As a direct result of Defendants' acts or omissions, and Wortman's abuse of Plaintiff, Plaintiff experienced feelings and thoughts including but not limited to anger, sadness, withdrawal, anxiety, fear, suicidal thoughts, and lack of desire to engage in activities Plaintiff previously enjoyed.

31. As a direct result of Defendants' acts or omissions, and Wortman's abuse of Plaintiff, Plaintiff suffered severe emotional distress which manifested itself in ways including

but not limited to mental anguish, shame, anxiety, fear, depression, humiliation, and other manifestations.

32. As a direct result of Defendants' acts or omissions, and Wortman's abuse of Plaintiff, Plaintiff incurred medical and/or other expenses.

COUNT I - Negligent Training and/or Supervision Against BSA and the Council

33. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

34. As a participant in BSA, Plaintiff was under the care and supervision of BSA and the Council personnel, including its agents, servants, and employees, actual or ostensible.

35. Wortman, who abused Plaintiff, was an agent, representative, and/or servant of BSA and the Council at the time he assaulted, battered, and abused Plaintiff.

36. At all relevant times, BSA and the Council had duties to properly train and supervise its employees and agents to prevent abuse of minor BSA participants like Plaintiff and to protect Plaintiff from foreseeable and unreasonable risks of harm posed by agents, employees, and servants of BSA and the Council, including Wortman.

37. At the time of and leading up to the abuse described herein, BSA and the Council could have reasonably foreseen that participants like Plaintiff (and Plaintiff specifically) were likely to be subjected to conditions or circumstances in which abuse would or could occur for the reasons previously described herein.

38. Despite having the above-described knowledge, BSA and the Council, as described above, failed to protect Plaintiff from Wortman's assault, battery, and abuse.

39. Specifically, BSA and the Council breached their duties to properly train and/or supervise their agents and employees, and participants, and failed to intervene effectively to prevent or stop the abuse Plaintiff suffered at the hands of Wortman, as described herein.

40. As a direct and proximate result of BSA and the Council's negligence and failure to properly train and/or supervise their employees and participants, Plaintiff was exposed to foreseeable and known risks of severe injury and was so injured.

41. Plaintiff has incurred and will incur necessary and reasonable medical expenses, has suffered and will continue to suffer mental pain and anguish, and has otherwise experienced and incurred economic and non-economic damages, all as a direct and proximate result of BSA and the Council's negligence as set forth herein.

WHEREFORE Plaintiff respectfully requests an award of compensatory damages against BSA and the Council, jointly and severally, together with costs of this suit, and such other relief as the Court deems just and proper.

COUNT II – Negligence Against BSA and the Council

42. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

43. BSA and the Council owed, yet breached, their duties to Plaintiff, and committed negligent and tortious acts against Plaintiff, as previously specifically alleged herein, and as further alleged in Count I.

44. BSA and the Council's negligence included, but was not limited to:
- a. Negligently failing to develop, implement, and/or enforce policies and procedures to protect minor BSA participants like Plaintiff from abuse by BSA and the Council's employees, agents, and/or representatives;

- b. Negligently training and/or supervising its employees, agents, and/or representatives, including Wortman, as set forth above;
- c. Negligently training and/or supervising its participants, including Plaintiff, as set forth above;
- d. Failing to properly monitor and supervise Wortman and BSA and the Council's premises and activities to prevent abuse of minors like Plaintiff;
- e. Failing to prevent one-on-one interactions between BSA and the Council's employees, agents, and/or representatives, and minors, to prevent abuse;
- f. Failing to ensure Plaintiff was provided a safe environment free from abuse and misconduct;
- g. Maintaining isolated and unmonitored locations which afforded Wortman a secluded place in which to abuse Plaintiff; and
- h. Failing to implement measures to prevent abuse of minors, even though such measures and the need for such measures have been widely known by BSA and have been successfully implemented in other troops across the United States.

45. As a direct and proximate result of BSA and the Council's negligence, BSA and the Council injured Plaintiff as previously specifically alleged herein.

46. Plaintiff suffered damages as a result of BSA and the Council's negligence as previously specifically alleged herein.

WHEREFORE Plaintiff respectfully requests an award of compensatory damages against BSA and the Council, jointly and severally, together with costs of this suit, and such other relief as the Court deems just and proper.

COUNT III - Breach of Fiduciary Duty Against BSA and the Council

47. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

48. A fiduciary relationship existed between Plaintiff and BSA.

49. BSA and the Council breached their fiduciary duties to Plaintiff as previously specifically alleged herein, including but not limited to in one or more of the following manners:

- a. Negligently failing to develop, implement, and/or enforce policies and procedures to protect minor BSA participants like Plaintiff from abuse by BSA and the Council's employees, agents, and/or representatives;
- b. Negligently training and/or supervising its employees, agents, and/or representatives, including Wortman, as set forth above;
- c. Negligently training and/or supervising its participants, including Plaintiff, as set forth above;
- d. Failing to properly monitor and supervise Wortman and BSA and the Council's premises and activities to prevent abuse of minors like Plaintiff;
- e. Failing to prevent one-on-one interactions between BSA and the Council's employees, agents, and/or representatives, and minors, to prevent abuse;
- f. Failing to ensure Plaintiff was provided a safe environment free from abuse and misconduct;
- g. Maintaining isolated and unmonitored locations which afforded Wortman a secluded place in which to abuse Plaintiff; and
- h. Failing to implement measures to prevent abuse of minors, even though such measures and the need for such measures have been widely known

by BSA and have been successfully implemented in other troops across the United States.

50. As a direct and proximate result of BSA and the Council's breaches of fiduciary duties, BSA and the Council injured Plaintiff as previously specifically alleged herein.

51. Plaintiff suffered damages as a result of BSA and the Council's breaches of fiduciary duty as previously specifically alleged herein.

WHEREFORE Plaintiff respectfully requests an award of compensatory damages against BSA or the Council, jointly and severally, together with costs of this suit, and such other relief as the Court deems just and proper.

COUNT IV – Negligent Infliction of Emotional Distress Against BSA and the Council

52. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

53. BSA and the Council's failures and negligence, as described herein, involved an unreasonable risk of causing emotional distress to Plaintiff.

54. BSA and the Council knew, or by using ordinary care, could have known of such risk.

55. As a direct result of BSA and the Council's failures and negligence, as described herein, Plaintiff sustained medically diagnosable and significant emotional distress.

WHEREFORE Plaintiff respectfully requests an award of compensatory damages against BSA, together with costs of this suit, and such other relief as the Court deems just and proper.

COUNT V – Negligence Against Scott Wortman

56. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

57. Wortman owed, yet breached, his duties to Plaintiff, and committed negligent and tortious acts against Plaintiff, as previously specifically alleged herein.

58. Wortman’s negligence included, but was not limited to:

- a. Repeatedly abusing Plaintiff as specifically alleged above;
- b. Negligently failing to comply with BSA and the Council’s policies and procedures to protect students like Plaintiff from abuse by BSA and the Council’s employees, agents, and/or representatives;
- c. Engaging in isolated and one-on-one interactions with Plaintiff which led to the abuse alleged herein; and
- d. Failing to ensure Plaintiff was provided a safe environment free from abuse and misconduct.

59. As a direct and proximate result of Wortman’s negligence, Wortman injured Plaintiff as previously specifically alleged herein.

60. Plaintiff suffered damages as a result of Wortman’s negligence as previously specifically alleged herein.

WHEREFORE Plaintiff respectfully requests an award of compensatory damages against Wortman, together with costs of this suit, and such other relief as the Court deems just and proper.

COUNT VI – Assault and Battery Against Scott Wortman

61. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

62. On several instances, Wortman intended to place Plaintiff in imminent apprehension of serious bodily harm by performing acts of sexual molestation on him.

63. As a result of Wortman’s acts as described above, Plaintiff was placed in great apprehension of Wortman inflicting serious bodily harm on Plaintiff’s person.

64. Plaintiff was at relevant times a minor and unable to consent to any of Wortman’s acts as described above.

65. As a direct and proximate result of Wortman’s actions, Wortman injured Plaintiff as previously specifically alleged herein.

66. Plaintiff suffered damages as a result of Wortman’s actions as previously specifically alleged herein.

WHEREFORE Plaintiff respectfully requests an award of compensatory damages against Wortman, together with costs of this suit, and such other relief as the Court deems just and proper.

Count VII – Negligent and/or Intentional Infliction of Emotional Distress Against Scott

Wortman

67. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

68. Wortman’s conduct as alleged herein was extreme and outrageous.

69. Wortman acted negligently, recklessly, and/or intentionally as previously described.

70. Wortman's conduct, as alleged herein, caused Plaintiff extreme emotional distress resulting in bodily harm.

WHEREFORE Plaintiff respectfully requests an award of compensatory damages against Wortman, together with costs of this suit, and such other relief as the Court deems just and proper.

SANDERS WARREN RUSSELL & SCHEER LLP

/s/ S. Jacob Sappington

S. Jacob Sappington MO #51810

Emily Titus MO #72169

1855 S. Ingram Mill Road, Suite 207

Springfield, Missouri 65804

Telephone: (417) 281-5100

Facsimile: (417) 281-5199

E-mail: j.sappington@swrslp.com

e.titus@swrslp.com

ATTORNEYS FOR PLAINTIFF

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

I.G.)	
)	
Plaintiff,)	
)	
v.)	Case No. 6:20-cv-03059-SRB
)	
BOY SCOUTS OF AMERICA,)	
)	
and)	
)	
OZARK TRAILS COUNCIL, INC.,)	
)	
and)	
)	
SCOTT WORTMAN,)	
)	
Defendants.)	

**VOLUNTARY DISMISSAL WITHOUT PREJUDICE AS TO BOY SCOUTS OF
AMERICAN ONLY**

Plaintiff I.G., by and through counsel, hereby voluntarily dismisses without prejudice his claims against Defendant Boy Scouts of America only pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), with the parties to bear their own costs.

SANDERS WARREN RUSSELL & SCHEER LLP

/s/ S. Jacob Sappington
 S. Jacob Sappington MO #51810
 1855 S. Ingram Mill Road
 Suite 207
 Springfield, Missouri 65804
 Telephone: (417) 281-5100
 Facsimile: (417) 281-5199
 E-mail: j.sappington@swrslp.com
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a signed copy of the above document was sent this 24th day of March, 2020, via () U.S. Mail, postage prepaid, () facsimile, (X) electronic transmission, () e-mail, and or () hand delivery, to:

Gerard T. Noce MO #27636
Justin L. Assouad MO #48576
HeplerBroom LLC
One Metropolitan Square
211 North Broadway, Suite 2700
St. Louis, MO 63102
Telephone: 314-241-6160
Facsimile: 314-241-6116
E-Mail: gtn@heplerbroom.com
jla@heplerbroom.com

**ATTORNEYS FOR DEFENDANTS BOY SCOUTS OF AMERICA
AND OZARK TRAILS COUNCIL, INC.**

J. Jason Coatney
Jason Coatney Law Office LLC
939 N. Boonville, Suite C
Springfield, MO 65802
Telephone: 417-831-4200
E-Mail: jasoncoatney@coatneylaw.com
ATTORNEYS FOR DEFENDANTS SCOTT WORTMAN

/s/ S. Jacob Sappington

Attorney

EXHIBIT C

What camps may be impacted by BSA bankruptcy?

Sara Karnes

Springfield News-Leader
USA TODAY NETWORK

With declining membership and numerous child sexual abuse allegations, Boy Scouts of America filed for bankruptcy protection early Tuesday, per reporting by USA Today, and local camps' futures may be in jeopardy.

Reports of a bankruptcy started at the end of 2018, with rumors that the nonprofit youth organization would follow in the footsteps of the Catholic Church, which has faced similar claims of abuse, according to USA Today. But unlike the Catholic bankruptcy cases, in which more than 20 individual dioceses have filed for protection, the Boy Scouts' case will play out on a national level.

Many also saw the BSA's increase in annual membership fees in October — from \$33 to \$60 — as evidence of financial trouble.

Then on Jan. 1, the Church of Jesus Christ of Latter-day Saints, one of BSA's largest partners for the past century, followed through on its plan to pull hundreds of thousands of Mormon youths out of Scouts in favor of its own youth program, according to USA Today. That withdrawal caused an 18% drop in membership overnight, to fewer than 2 million.

In an emailed statement to the News-Leader, BSA said it "cares deeply about all victims of abuse and sincerely apologizes to anyone who was harmed during their time in Scouting."

"Scouting is safer now than ever before," BSA continued. "Approximately 90% of pending and asserted abuse claims against the BSA relate to abuse



A photo from a 2013 shows a prayer vigil and rally against allowing gays in the organization in front of the Boy Scouts of America National Headquarters in Dallas. The Boy Scouts of America went on to announce the end of the ban on gay adult leaders. Reports of a bankruptcy started at the end of 2018, with rumors that the nonprofit youth organization would follow in the footsteps of the Catholic Church, which has faced similar claims of abuse, according to USA Today. AP

that occurred more than 30 years ago."

Locally speaking, a Springfield man accused a Boy Scout leader of sexually abusing him beginning in 2012 when he was about 14 years old. Scott Worman pleaded guilty to first-degree endangering the welfare of a child through sexual contact and second-degree statutory sodomy in November 2019. Court documents did not indicate if the victim knew Worman through BSA.

Boy Scouts of America camps in the southwest Missouri region

BSA Ozark Trails Council includes three camp locations: Camp Arrowhead, Cow Creek Scout Reservation and Frank Childress Scout Reservation, according to its website.

Camp Arrowhead was founded in 1924 with 557 acres near Marshfield. Ozark Trails Councils Cub Scouts, Webelos and Scouts BSA host resident camps at this location. Cow Creek Scout Reservation is located on Table Rock Lake near Blue Eye. The Frank Childress Scout Reservation located near Diamond and sits on 1,000 acres.

New York alone.

In the bankruptcy proceedings, USA Today reports that BSA is likely to argue that assets such as property owned by local troops are separate and should not be touched. The survivors are likely to argue that the court should not allow the Boy Scouts to protect those assets.

BSA said this filing has nothing to do with local troops.

"Local Councils are not filing for bankruptcy as they are legally separate and distinct organizations," BSA said. "Scouting programs will continue throughout this process and for many years to come."

The BSA said it has partnered with lin6, a trusted national resource for male survivors, so that victims of abuse are able to anonymously access support from trained advocates when and how they need it.

In its filing early Tuesday, Boy Scouts estimated its assets at \$1 to \$10 billion and its liabilities between \$500 million and \$1 billion.

But much of Boy Scout property actually is owned by regional councils across the country rather than the national council, which claimed just \$240 million in land assets in its 2018 tax filings. By contrast, USA TODAY found \$101 million in local councils' property in

EXHIBIT D



DOW JONES INDUSTRIAL AVERAGE

-165.89Closing: 29,232.19
Change: -.6%
YTD % Chg: +2.4%

S&P 500 • STANDARD & POOR'S

-9.87Closing: 3,370.29
Change: -.3%
YTD % Chg: +4.3%

Scouts file bankruptcy, aim for victims' fund

Organization faces wave of sex-abuse lawsuits

David Crary
ASSOCIATED PRESS

The Boy Scouts of America urged victims to come forward Tuesday as the historic, 110-year-old organization filed for bankruptcy protection in the first step toward creating a huge compensation fund for potentially thousands of men who were sexually molested as youngsters decades ago by scoutmasters or other leaders.

The Scouts resorted to Chapter 11 in hopes of surviving a barrage of lawsuits, many of them made possible by recent changes in state laws that allow people to sue over long-ago sexual abuse.

Bankruptcy will enable the organization to put those cases on hold for now and continue operating. But ultimately the Boy Scouts could be forced to sell off some of their vast property holdings, including campgrounds and hiking trails, to raise money for a victims' fund that could top \$1 billion.

The Boy Scouts estimated 1,000 to 5,000 victims will seek compensation.

"The BSA encourages victims to come forward to file a claim as the bankruptcy process moves forward," the organization said in a statement.

But the organization also said: "Scouting programs will continue throughout this process and for many years to come. Local councils are not filing for bankruptcy because they are legally separate and distinct organizations."

It will be up to the court to set a dead-



James Kretschmer of Houston, one of many men suing the Boy Scouts of America, says he was molested by a Scout leader in the 1970s. DAVID J. PHILLIP/AP

line for filing claims. The amount of money each victim will receive is likely to depend on what assets the Boy Scouts must turn over and how many people come forward.

More than 12,000 boys have been molested by 7,800 abusers since the 1920s, according to Boy Scout files revealed in court papers.

James Kretschmer of Houston, one of those suing, said he was molested by a Scout leader in the mid-1970s in the Spokane, Washington, area. The bankruptcy, he said, "is a shame because at its core and what it was supposed to be, the Boy Scouts is a beautiful organization."

"But you know, anything can be corrupted," he added, and if the organization has failed, "then shut it down and move on."

The filing in Wilmington, Delaware, sets in motion what could be one of the biggest, most complex bankruptcies ever seen, given the Scouts' 50-state presence. The organization listed assets of \$1 billion to \$10 billion and liabilities of \$500 million to \$1 billion.

"We are outraged that there have been times when individuals took advantage of our programs to harm innocent children," said Roger Mosby, the Boy Scouts' president and CEO. "While we know nothing can undo the tragic abuse that victims suffered, we believe the Chapter 11 process, with the proposed trust structure, will provide equitable compensation to all victims while maintaining the BSA's important mission."

Most of the new cases date to the 1960s, '70s and '80s.

CERTIFICATE OF SERVICE

I, Amy D. Brown, Esq., hereby certify that on June 2, 2020 I caused a true and correct copy of the foregoing *Objection to Stipulation and Agreed Order by and Among the Boy Scouts of America, the Official Committee of Survivors of Abuse, and the Official Committee of Unsecured Creditors Extending the Termination Date of the Standstill Period under the Consent Order Pursuant to 11 U.S.C. §§ 105(A) and 362* to be electronically filed and served via CM/ECF to all parties requesting electronic service in this case and upon the parties below via electronic mail.

MORRIS, NICHOLS, ARSHT & TUNNELL
LLP

Derek C. Abbott, Esq.
Andrew R. Remming, Esq.
Eric W. Moats, Esq.
Paige N. Topper, Esq.
1201 North Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Email: dabbott@mnat.com
aremming@mnat.com
emoats@mnat.com
ptopper@mnat.com

SIDLEY AUSTIN LLP
Thomas A. Labuda, Esq.
Michael C. Andolina, Esq.
William A. Evanoff, Esq.
Matthew E. Linder, Esq.
One South Dearborn Street
Chicago, Illinois 60603
Email: tlabuda@sidley.com
mandolina@sidley.com
wevanoff@sidley.com
mlinder@sidley.com

SIDLEY AUSTIN LLP

Jessica C. K. Boelter, Esq.
William E. Curtin, Esq.
787 Seventh Avenue
New York, New York 10019
Email: jboelter@sidley.com
wcurtin@sidley.com

PACHULSKI STANG ZIEHL & JONES
LLP

James I. Stang, Esq.
Robert B. Orgel, Esq.
James E. O'Neill, Esq.
John A. Morris, Esq.
John W. Lucas, Esq.
919 N. Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 1999-8705
Email: jstang@pszjlaw.com
rorgel@pszjlaw.com
joneill@pszjlaw.com
jmorris@pszjlaw.com
jlucas@pszjlaw.com

REED SMITH LLP
Kurt F. Gwynne, Esq.
Katelin A. Morales, Esq.
1201 North Market Street, Suite 1500
Wilmington, DE 19801
Email: kgwynne@reedsmith.com
kmorales@reedsmith.com

KRAMER LEVIN NAFTALIS
& FRANKEL LLP
Thomas Moers Mayer, Esq.
Rachael Ringer, Esq.
Jennifer Sharrett, Esq.
Megan Wasson, Esq.
1177 Avenue of the Americas
New York, NY 10036
Email: tmayer@kramerlevin.com
rringer@kramerlevin.com
jsharret@kramerlevin.com
mwasson@kramerlevin.com

Gerard T. Noce, Esq.
Justin L. Assouad, Esq.
HeplerBroom LLC
One Metropolitan Square
211 North Broadway, Suite 2700
St. Louis, MO 63102
E-Mail: gtn@heplerbroom.com
jla@heplerbroom.com

Dated: June 2, 2020

/s/ Amy D. Brown

Amy D. Brown (DE 4077)