

15706

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Fill in the information to identify the case (Select only one Debtor per form):

- ☐ In re Boy Scouts of America, Case No. 20-10343 (LSS)
☒ In re Delaware BSA, LLC, Case No. 20-10342 (LSS)

FILED

NOV 09 2020

By Omni Management Group, Claims Agent
For U.S. Bankruptcy Court
District of Delaware

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of claims under section 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. This form should not be used if you have a claim arising from sexual abuse and you were under the age of eighteen (18) at the time the sexual abuse began. If you have such a claim, you must file a Sexual Abuse Survivor Proof of Claim. For more information on how to file a Sexual Abuse Survivor Proof of Claim, go to: www.officialbsaclaims.com.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?		Richard Lehr Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?		Where should payments to the creditor be sent? (if different)
	Arden J. Curry II, Esq. - Pauley Curry, PLLC		
	Name		Name
	100 Kanawha Boulevard West		Number Street
	Charleston WV 25302		City State ZIP Code
Contact Phone (304) 342-6000		Contact Phone	
Contact email john@pauleycurry.com		Contact email	
Uniform claim identifier for electronic payments in chapter 13 (if you use one)			
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) Filed On MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing?	

342-1394 dg

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>Unliquidated - See Addendum</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information Personal Injury	
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate: (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Identify the property: _____
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9)).?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No
☐ Yes

Check all that apply

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____
- ☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____
- ☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____
- ☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5). \$ _____
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies. \$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

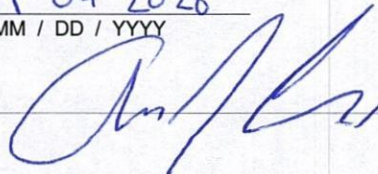
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11 04 2026
MM / DD / YYYY

Signature



Print the name of the person who is completing and signing this claim:

Name Arden J. Curry II

First Name Middle Name Last Name

Title Attorney

Company Pauley Curry, PLLC

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 100 Kanawha Boulevard West

Number Street

Charleston

City

WV

State

25302

ZIP Code

Contact Phone (304) 342-6000

Email john@pauleycurry.com

IN RE: DELAWARE BSA, LLC
Case No. 20-1034 (LSS)

ADDENDUM TO PROOF OF CLAIM OF RICHARD LEHR
("Claimant")

The Boy Scouts of America (the "BSA") and Delaware BSA, LLC ("Delaware BSA" and together with BSA, the "Debtors"), filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") on February 18, 2020 (the "Petition Date"). The Debtors have continued to operate their business and manage their properties as debtors in possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.

In July 2018, Richard Lehr was a Scout Mentor for Troop 29 in East Moriches, New York. During July 2018, Richard Lehr and certain members of Troop 29 travelled to Glen Jean in Fayette County, West Virginia to participate in the Boy Scouts' High Adventure Camping Experience at the Summit Bechtel Reserve, a 14,000-acre facility designed and laid out to host the National Boy Scout Jamboree, High Adventure programs and Scout Camps.

On July 18, 2018, Mr. Lehr and his group climbed the tower and waited behind the gate for their turn to jump off the "Leap of Faith," which is a zipline-like activity. This activity had participants connect to an auto-belaying system called TruBlue. The TruBlue system was secured to a line suspended parallel to the ground. It is a magnetic braking system that adjusts automatically and responds to the weight of the participant. As the person jumps from the tower, the TruBlue gently and safely lowers them to the ground.

When it was Mr. Lehr's turn to participate he was escorted by Noah Clay (a Boy Scout Volunteer) through a gate and was told to stand under the TruBlue system where he was supposed to be connected via the harness he was wearing. Noah Clay never finally connected, clipped, or otherwise secured Mr. Lehr to the TruBlue system or its safety lines before "Hacksaw" (another Boy Scout Volunteer) counted down "3, 2, 1" and then commanded Mr. Lehr to run and jump off the tower. As a result of not being properly secured Mr. Lehr plummeted over 40 feet to the gravel-covered ground below. As a direct result of the fall Mr. Lehr suffered disastrous life-altering injuries.

A draft complaint setting forth Mr. Lehr's claims against Boy Scouts of America and other defendants has been drafted. But for the imposition of the automatic stay, it would be finalized and filed in the United States District Court for the Southern District of West Virginia at Beckley or other appropriate forum. Pursuant to the draft complaint attached as **Exhibit A** (or a revised or updated version thereof), the Claimant is seeking damages for past lost wages, future loss of earnings capacity, past and future medical expenses, past and future mental anguish, past and future pain and suffering, past and future annoyance/aggravation/inconvenience, past and future loss of pension benefits, past and future permanent injuries, and past and future loss of enjoyment of life.

Claimant asserts his claims against both Debtors, BSA and Delaware BSA, out of an abundance of caution in case there are undisclosed inter-debtor guarantees. Claimant, however, seeks only one complete satisfaction of his claim.

The Claimant reserves all of his rights, including to (i) revise, supplement, or amend this claim to assert it as a priority general unsecured claim, an administrative expense of the Debtors' estates, and/or a secured claim, including one secured by a right of setoff, and (ii) to take any and all actions she deems appropriate in his sole discretion in this Court, including, without limitation, to seek relief from the automatic stay.

The Claimant does not waive any rights, claims, actions, defenses, setoffs, or recoupments to which he may be entitled to under any agreements, in equity, or under any applicable law or otherwise, all of which rights, claims, actions, defenses, setoffs, and recoupments Claimant expressly hereby asserts and preserves in these bankruptcy cases and against all third-parties.

In addition to the person identified on the claim form, all notices regarding this claim should be served upon the following:

William D. Sullivan, Esq.
SULLIVAN • HAZELTINE • ALLINSON LLC
919 North Market Street, Suite 420
Wilmington, DE 19801
302.428.8191
bsullivan@sha-llc.com

Exhibit A

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
AT BECKLEY

RICHARD LEHR,

Plaintiff,

v.

CIVIL ACTION NO. _____

BOY SCOUTS OF AMERICA,

Defendant.

COMPLAINT

PARTIES

1. Richard Lehr is now and at all times relevant to this matter was a resident and citizen of Center Moriches, New York.

2. The Boy Scouts of America (hereinafter "Boy Scouts") now and at all times relevant to this matter owned and operated the Summit Bechtel Family National Scout Reserve (hereinafter "Summit Bechtel Reserve") in Fayette County, West Virginia which was promoted as a High Adventure Camp.

3. In July 2018, Richard Lehr was a Scout Mentor for Troop 29 in East Moriches, New York.

4. During July 2018, Richard Lehr and certain members of Troop 29 travelled to Glen Jean in Fayette County, West Virginia to participate in the Boy Scouts' High Adventure Camping Experience at the Summit Bechtel Reserve. At all times during that visit Mr. Lehr was an invitee of the Boy Scouts.

5. On July 18, 2018, Noah Clay and an individual known as “Hacksaw” who were acting as agents, servants, or employees of the Boy Scouts were assigned to work at the “Leap of Faith” which is a zipline like activity in which Mr. Lehr was a participant.

6. At all times relevant to this matter, Noah Clay and “Hacksaw” who were acting within the scope of their duties.

7. The Boy Scouts are vicariously liable for any acts of negligence that were committed by Noah Clay and “Hacksaw” or any of its other agents, servants, or employees working at Summit Bechtel Reserve.

8. The Boy Scouts had the duty to appropriately and train and supervise its agents, servants, and employees in the safe use and operation of the activities at its High Adventure Camps including the “Leap of Faith”.

JURISDICTION AND VENUE

9. This Court has jurisdiction over these claims pursuant to 22 U.S.C. §1332 in that there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000 inclusive of interests and costs.

10. Venue is appropriate in the United States District Court for the Southern District of West Virginia pursuant to 28 U.S.C. §1391(b) as the place wherein a substantial part of the events or omissions giving rise to the claim occurred.

FACTS

11. On July 18, 2018, Mr. Lehr climbed the tower for the activity called the “Leap of Faith” at the Summit Bechtel Reserve.

12. The “Leap of Faith” utilizes an auto belaying system called TruBlue. The TruBlue system was secured to a line suspended parallel to the ground. The system has a magnetic braking

system that adjusts automatically and responds to the weight of the person connected to and utilizing the system. The TruBlue system is supposed to be clipped to the participant by a Boy Scout agent, servant, or employee, and then the participant jumps from the tower with the TruBlue system gently and safely lowering the person to the ground.

13. Mr. Lehr was wearing a harness provided to him by an agent, servant, or employee of the Boy Scouts.

14. When it was Mr. Lehr's turn to participate he was escorted by Noah Clay through a gate and was told to stand under the TruBlue system where he was supposed to be connected via the harness he was wearing. Noah Clay never connected, clipped, or otherwise secured Mr. Lehr to the TruBlue system or its safety lines before "Hacksaw" counted down "3, 2, 1" and then commanded Mr. Lehr run and jump off the tower.

15. As a result of not being properly secured Mr. Lehr plummeted over 40ft. to the gravel covered ground below. As a direct result of the fall he suffered catastrophic injuries including a left diaphragmatic hernia (involving herniation of the entire spleen, pancreatic tail, splenic flexure, a portion of the colon, and gastric fundus up through the diaphragm and into the chest cavity requiring surgery), a displaced fracture of the right parasymphyseal pubis with dorsal displacement of the posterior cortex into the right obturator internus muscle, left fifth and sixth rib fractures, a left sacral fracture, two (2) teeth were knocked out, a left shoulder rotator cuff tear with subacromial impingement requiring surgery, lacerations, bruising to the groin/abdomen/ face/ chest/elbow, and a traumatic brain injury.

16. After Mr. Lehr's fall the West Virginia Division of Labor, pursuant to the West Virginia Amusement Zipline and Canopy Tour Responsibility Act, conducted an investigation into the cause of the fall. The investigation resulted in a Cease and Desist Order being issued because

of the multiple violations of the Act. Those violations included the failure of the Boy Scouts to properly train employees, along with failures to construct, install, maintain and operate the “Leap of Faith” in accordance with ACCT Challenge Course Standards.

COUNT ONE

17. The Boy Scouts chose, employed, selected, or otherwise retained the services of Noah Clay and “Hacksaw” on July 18, 2018, to operate the “Leap of Faith” and assure the safety of participants.

18. The Boy Scouts negligently failed to provided or develop appropriate safety rules, protocols, directions and to otherwise properly train and supervise Noah Clay and “Hacksaw” in the safe operation of the TruBlue system utilized as part of the “Leap of Faith” which negligence proximately caused Mr. Lehr to suffer serious and permanent injuries.

19. As a direct and proximate result of the negligence of the Boy Scouts, Mr. Lehr has and/or will incur past lost wages, future loss of earnings capacity, past and future medical expenses, past and future mental anguish, past and future pain and suffering, past and future annoyance/aggravation/inconvenience, past and future loss of pension benefits, past and future permanent injuries, and past and future loss of enjoyment of life.

COUNT TWO

20. Noah Clay and “Hacksaw” were negligent in failing to clip, connect, or secure Mr. Lehr into the TruBlue system.

21. Noah Clay and “Hacksaw” were negligent in failing to ensure that Mr. Lehr was clipped into, connected, or secured to the TruBlue system.

22. Noah Clay and “Hacksaw” were negligent in sending Mr. Lehr off of the tower when he was not clipped into, connected, or secured to the TruBlue system.

23. Noah and "Hacksaw" failed to act in the same manner that a reasonably prudent person in their position would have acted.

24. As a direct and proximate result of the negligence of Noah Clay and "Hacksaw", Mr. Lehr was directed to and did jump from the "Leap of Faith" without being clipped into, connected or secured to the TruBlue system, plummeting to the ground below the tower.

25. As a direct and proximate result of the negligence of Noah Clay and "Hacksaw", Mr. Lehr suffered severe and permanent injuries.

26. As a direct and proximate result of the negligence of Noah Clay and "Hacksaw", Mr. Lehr has and/or will incur past lost wages, future loss of earnings capacity, past and future medical expenses, past and future mental anguish, past and future pain and suffering, past and future annoyance, aggravation/inconvenience, past and future loss of pension benefits, past and future permanent injuries, and past and future loss of enjoyment of life.

27. The Boy Scouts are vicariously liable for the negligent actions of its agents, servants, and employees including the negligent actions of Noah Clay and "Hacksaw".

COUNT THREE

28. The actions of the Boy Scouts in failing to appropriately and properly train and supervise its agents, servants, and employees including Noah Clay, and "Hacksaw", and the Boy Scouts' failure to provide or develop appropriate safety rules, protocols, directions, and to otherwise properly train and supervise Noah Clay, and "Hacksaw" in the safe operation of the TruBlue System, were done with a conscience, reckless, and outrageous indifference to the health and safety of Mr. Lehr permitting an award of punitive damages.

WHEREFORE, Richard Lehr demands judgment against the Boy Scouts for all damages permitted, including all economic and non-economic losses, all compensatory damages, and any

other damages allowed under West Virginia law together with an award of punitive damages against the Boy Scouts.

Richard Lehr,
By Counsel.

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