

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JOSEPH LEE GIBSON)
966 Towlston Road)
McLean, Virginia 22102)
703-759-0149)

and)

P. DAVID RICHARDSON)
7728 Georgetown Pike)
McLean, Virginia 22102,)
703-790-1796)

Plaintiffs,)

versus)

BOY SCOUTS OF AMERICA)
1325 West Walnut Hill Lane)
Irving, Texas 75015,)

JOHN DOES, No. 1 - 7,)

NATIONAL CAPITAL AREA COUNCIL, BOY)
SCOUTS OF AMERICA)
9190 Wisconsin Avenue)
Bethesda, Maryland 20814,)

and)

RICHARD ROES, No. 1 - 7,)

Defendants.)

.)

Civil Action No. 1:04cv00190
Judge Gladys Kessler
Deck Type: Pro Se
General Civil
Date:

FIRST AMENDED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

COME NOW the Plaintiffs, Joseph Lee Gibson and P. David Richardson, and, as and for their First Amended Complaint against the Defendants, aver as follows:

NATURE OF THE CASE

1. This is an action for injunctive relief, and compensatory and punitive damages, arising out of the Defendants' arbitrary and unjustifiable expulsion of Plaintiff Gibson from membership in, and participation in the adult leadership of, the Boy Scouts of America ("BSA"), and out of Defendants' arbitrary and unjustifiable deprivation of the rights of Plaintiff Richardson and the other members of the duly constituted Troop Committee of BSA Troop 869 in McLean, Virginia to recruit and select a Scoutmaster for the Troop as provided in BSA rules, regulations and procedures.

2. After years of dedicated service as Scoutmaster of BSA Troop 869, Plaintiff Gibson's membership in the Scouting Movement was summarily revoked by Defendant National Capital Area Council, Boy Scouts of America ("NCAC"), without any notice to the Plaintiff Gibson of the reasons for the expulsion, without any opportunity to appear at a hearing or other proceeding and without providing Gibson any opportunity to review the documentary or written evidence, if any, against him. Further, upon Plaintiff Gibson's appeal of these actions to Defendant NCAC's action through the BSA hierarchy and ultimately to the Defendant BSA's National Office, Plaintiff Richardson (who was acting as Plaintiff Gibson's representative with the support of other parents of Troop 869 Scouts) was advised by Defendant BSA's National Legal Counsel that the charges against Gibson did not involve any form of youth abuse or other action that would ordinarily warrant expulsion, but merely involved unspecified "modal differences" in the day-to-day operation of Troop 869 – matters that would normally be left to the discretion of the Troop

Committee and Troop's sponsor or Chartered Organization, Trinity United Methodist Church. As a result of the revocation of Gibson's membership in the Scouting Movement, the Troop Committee was deprived of its prerogative to select him to continue as Scoutmaster, even though Plaintiff Gibson has at all relevant times had, and continues to have, the full support of the sponsoring Chartered Organization of Troop 869. Moreover, Defendant BSA, without providing Plaintiffs any notice or opportunity to be heard, and without consultation with or explanation to Plaintiff Richardson or the Troop Committee, convened a secret meeting, attended by persons unknown either by identity or affiliation, on a date unspecified, pursuant to procedures that are either unpublished or nonexistent, and without further notice to the Plaintiffs or to the Troop Committee of the charges against Gibson, ratified Defendant's NCAC's revocation of the Plaintiff's Scouting membership.

3. Defendants' actions in revoking Plaintiff Gibson's membership in the Scouting Movement were arbitrary, substantively unreasonable, contrary to the BSA's procedures, and violative of Plaintiffs' common-law rights of association and fair procedure. Such actions are contrary to principles well established in the courts of the District of Columbia and other jurisdictions for well over one hundred years. Defendants' actions also have deprived Plaintiff Gibson of his Right of Association with the Scouting Movement and with the youth and families of Troop 869, have deprived Plaintiff Richardson and the youth and families of Troop 869 of their rights of association with Plaintiff Gibson, and have damaged, diminished, and defamed Plaintiff Gibson's reputation and standing in the community, Troop 869, Trinity United Methodist Church, and the Scouting Movement. Such actions have caused substantial damages to the Plaintiffs, have wrongfully deprived them of the benefits of their labors, including many hours of hard work over

a period of years devoted by Plaintiff Gibson in rejuvenating Troop 869, and have caused Plaintiff Gibson to lose any benefit from the substantial monetary contributions he made to and on behalf of the Scouting Movement. The actions of Defendants and their officials, employees, and agents constitute an abuse of their positions of trust in the Scouting Movement, and were done with malice and in furtherance of some personal advantage for themselves or animosity toward one or both Plaintiffs, rather than for any legitimate purpose. Plaintiffs are, therefore, entitled to punitive damages.

THE PARTIES

4. Plaintiff Gibson is a citizen and resident of the Commonwealth of Virginia, residing at 966 Towlston Road, McLean, Virginia 22102.

5. Plaintiff Richardson is a citizen and resident of the Commonwealth of Virginia, residing at 7728 Georgetown Pike, McLean, Virginia 22102. At all times relevant hereto, Richardson was a parent who had at least one son who was a Scout in Troop 869, and, up to and including the last day of February 2003, was a member in good standing of the Troop Committee of Troop 869.

6. Defendant Boy Scouts of America ("BSA") is a Federally chartered corporation, and pursuant to 36 U.S.C. § 3901, is a body corporate and politic of the District of Columbia and domiciled in the District of Columbia. Defendant BSA also is a not-for-profit corporation of the District of Columbia and maintains its principal place of business at 1325 West Walnut Hill Lane, Irving, Texas 75015.

7. Defendants John Does numbered one through seven are officials, employees, or volunteer or paid agents of Defendant BSA who participated in the actions and matters alleged in

this Complaint, or acquiesced in such actions and matters. Defendant BSA, through its National Legal Counsel, has refused to identify the persons who ratified, or who participated in the ratification of, Plaintiff Gibson's expulsion from membership in the Scouting Movement, and Plaintiffs therefore have named them in this Complaint as "John Does." After sufficient discovery has been conducted to establish the identity of such persons, Plaintiffs will amend this Complaint to identify them by name herein. Plaintiffs do not intend to join, and hereby decline to join as a defendant, any John Doe who is a citizen of the Commonwealth of Virginia.

8. Defendant National Capital Area Council, Boy Scouts of America ("NCAC") is chartered by Defendant BSA for the purpose of facilitating the Boy Scout program in the District of Columbia and adjacent areas of Maryland and Virginia. Defendant NCAC is a not-for-profit corporation of the District of Columbia and maintains its principal place of business at 9190 Wisconsin Avenue, Bethesda, Maryland 20814. At all times relevant hereto, Defendant NCAC acted as the agent and instrumentality of Defendant BSA.

9. Defendants Richard Roes numbered one through seven are officials, employees, or volunteer or paid agents of Defendant NCAC, who participated in the actions and matters pertinent to this Complaint. The identity of the person or persons affiliated with Defendant NCAC who revoked, or who participated in the revocation of, Plaintiff Gibson's membership in the Scouting Movement is unknown to Plaintiffs, and Plaintiffs have therefore named them in this Complaint as "Richard Roes." After sufficient discovery has been conducted to establish the identity of such persons, Plaintiffs will amend this Complaint to identify them by name herein. Plaintiffs do not intend to join, and hereby decline to join as a defendant, any Richard Roe who is a citizen of the Commonwealth of Virginia.

JURISDICTION AND VENUE

10. This Court has jurisdiction of this action pursuant to 28 U.S.C. § 1332, in that this is a civil action between citizens of different States, there is complete diversity of citizenship between the Plaintiffs and all Defendants herein, and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391, in that Defendants BSA and NCAC are domiciled, and are otherwise subject to personal jurisdiction in, the District of Columbia.

FACTUAL ALLEGATIONS

12. From 1996 to February 7, 2003, Plaintiff Gibson was a registered adult-volunteer member of the Boy Scouts of America (hereinafter “the Scouting Movement”). Trinity United Methodist Church, 1205 Dolly Madison Boulevard, McLean, Virginia 22101, is the “sponsor” (or, as provided in the BSA regulations, the “Chartered Organization”) of Boy Scout Troop 869. Under BSA regulations and guidelines, the Scoutmaster for each troop is recruited and selected by the Troop Committee, subject to the approval of the Chartered Organization. On or before October 1, 1998, the Troop Committee, with the approval of Trinity United Methodist Church, selected Plaintiff Gibson to serve in the position as the Scoutmaster of Troop 869.

13. On February 7, 2003, while serving in the position of Scoutmaster of Troop 869, Plaintiff Gibson received notice by registered letter, dated February 3, 2003, from Defendant NCAC, that Defendant NCAC had revoked his membership in the Scouting Movement.

14. Said registered letter to Plaintiff Gibson did not provide any reason for the revocation of his membership in the Scouting Movement. Defendant NCAC and unknown officials,

employees, or volunteer or paid agents of Defendant NCAC named herein as Richard Roes one through seven revoked Plaintiff Gibson's membership without providing him notice of any allegation against him, without providing him any opportunity whatsoever to respond to any such allegation, and without notifying him of the procedures, if any, followed by NCAC in revoking his or any other person's membership.

15. Before revoking Plaintiff Gibson's membership, Defendant NCAC and Richard Roes one through seven conducted some form of a secret meeting. Plaintiff Gibson, with no notice of such meeting, was not permitted to be present and was not permitted an opportunity to respond to the allegations against him, whatever they were. Moreover, upon information and belief, the procedures and standards employed by Defendant NCAC in revoking Plaintiff Gibson's membership either are nonexistent or are kept secret from the Scouting membership that may be subjected to them and from the public otherwise.

16. By letter of March 8, 2003, Plaintiff Gibson timely appealed the revocation of his membership in the Scouting Movement to the Northeast Region of the BSA and thence by subsequent letter dated May 6, 2003, to Defendant BSA, at its national headquarters in Irving, Texas.

17. Beginning on or about February 7, 2003, and continuing through July 2003 and until the present, the youth and families of Troop 869, the Troop Committee and the Chartered Organization have been deprived of the services and assistance of Plaintiff Gibson as their Scoutmaster, leader and guiding light. Plaintiff Richardson, as a member of the Troop Committee, became increasingly frustrated and concerned by the degradation in the Troop 869 program without Plaintiff Gibson's leadership, and, as a practicing attorney, was outraged by the

complete lack of fair procedure or even rudimentary due process through which the BSA had acted and was continuing to act. Plaintiff Richardson agreed to represent Gibson as his counsel, was formally retained for that purpose in July 2003, and continued as attorney for Plaintiff Gibson until on or about February 1, 2004.

18. By letter dated July 25, 2003, Plaintiff Richardson, acting at the time as attorney for Plaintiff Gibson, requested that Defendant BSA provide him with the following information relating to Gibson's appeal from Defendant NCAC's revocation of his membership:

- (a) An opportunity to review the file upon which the revocation of his membership was based;
- (b) A description of the substance of the improper or inappropriate actions upon which the revocation of his membership was allegedly based;
- (c) The standards for membership in BSA, and/or other applicable standards against which Plaintiff's conduct was or would be measured;
- (d) The BSA regulations or other authorities supporting NCAC's determination that Plaintiff could properly be expelled from BSA in a matter that does not involve allegations of youth abuse of any description, without providing any opportunity for a hearing in which to respond to the charges against him, whatever they were;
- (e) The identity of the persons, if any, who lodged complaints against Gibson or his performance as Scoutmaster of Troop 869; and
- (f) The identity of the persons who would be reviewing this matter on behalf of BSA National Headquarters.

19. Defendant BSA refused to provide any of the foregoing information. Defendant BSA's National Legal Counsel, however, admitted to Plaintiff Richardson that Plaintiff Gibson's expulsion from membership in BSA did not involve allegations of youth abuse of any description, but instead merely involved matters relating to governance of Troop 869 or a "modal difference" as to how Troop 869 should be organized and the Troop's program conducted. Moreover, Defendant BSA's National Legal Counsel admitted that such matters are solely within the authority and jurisdiction of the Troop's Chartered Organization, Trinity United Methodist Church, and the Troop Committee, and that such "modal differences" should not warrant Plaintiff Gibson's expulsion from the Scouting Movement. At all times relevant hereto, Trinity United Methodist Church and its Pastor, the Reverend James C. Sprouse, have fully supported Plaintiff as Scoutmaster of Troop 869 and favored his return to that position.

20. Accordingly, Defendant BSA's National Legal Counsel has revealed information that Defendant NCAC's motivation for revoking Plaintiff Gibson's Scouting membership was not the allegations that Defendant NCAC brought at its secret meeting and that Defendant BSA reviewed, but rather was based on other matters that have never been disclosed to Plaintiffs, in whole or in part. Upon information and belief, Plaintiffs conclude that such matters involved personal animosity toward Plaintiff Gibson, or an attempt by some or all of the Defendants to derive personal benefit, advantage or convenience from his expulsion from the Scouting Movement.

21. Nevertheless, Defendants BSA and John Does one through seven convened a secret meeting or review board at a location unknown to Plaintiffs, that was attended by persons unknown to Plaintiffs, without providing Plaintiffs an opportunity to attend or be heard at such

meeting or review board, and, based upon a file that Plaintiffs have never seen containing allegations that have not been made known to them, ratified Defendant NCAC's revocation of Plaintiff Gibson's membership in the Scouting Movement. Moreover, upon information and belief, Defendant BSA ratified Defendant NCAC's actions by employing procedures that are either nonexistent or that are kept secret from the Scouting membership that may be subjected to them and from the public otherwise. Plaintiffs received notice of Defendant BSA's determination by letter dated December 23, 2003 – ten months after Plaintiff Gibson's membership was revoked by Defendant NCAC. Defendant BSA's letter did not provide any explanation for its action.

22. Defendants' actions have caused substantial harm to Plaintiff Gibson, have deprived him of the benefit of many hours of hard and dedicated labor that he devoted to rejuvenating Troop 869 and to the Scouting Movement, have violated the understandings upon which he contributed or paid substantial sums of money to or on behalf of the BSA, have injured and defamed his reputation and standing in the community, and have deprived him of his right to associate with the youth and parents of Troop 869 and the Scouting Movement in general.

23. Defendants actions also have deprived Plaintiffs of their rights to fair procedure in the conduct of the affairs of a nonprofit membership organization, in which they were members and/or held positions of responsibility, and in the expulsion of a member therefrom.

COUNT I – VIOLATION OF RIGHT OF FAIR PROCEDURE

(By Both Plaintiffs Against All Defendants)

24. Plaintiffs reallege, and incorporate herein by reference, Paragraphs 1 through 23 of this First Amended Complaint, as if fully alleged in this paragraph.

25. In revoking Plaintiff Gibson's membership in the Scouting Movement, Defendant NCAC violated or misapplied the BSA rules and policies regarding membership or revocation of membership. In reviewing and ratifying Defendant NCAC's revocation of Plaintiff Gibson's membership, Defendant BSA failed to respond to Plaintiffs' request to provide the BSA's By-Laws, membership policy, regulations, or other authorities regarding standards of membership in the Scouting Movement that would support revocation of Plaintiff Gibson's Scouting membership or to otherwise justify such revocation. Similarly, Defendant BSA refused to provide Plaintiffs with the written or documentary evidence, if any, considered by BSA, and refused even to inform Plaintiffs of the identity of Gibson's accusers, if any.

26. Defendant BSA has not specified or otherwise identified to Plaintiffs the individual(s), group, or committee who made Defendant BSA's decision ratifying the revocation of Plaintiff Gibson's membership in the Scouting Movement. Further, Defendant BSA has not responded to Plaintiffs' request to identify the members of the National Standards of Membership Committee, for the purpose, *inter alia*, of determining whether the persons making such decision for Defendant BSA held a bias or a conflict of interest in reviewing Plaintiff Gibson's case.

27. These actions by Defendants BSA and NCAC were arbitrary, substantively unreasonable, contrary to the regular procedures of the BSA and the NCAC, and violated Plaintiffs' common-law rights of fair procedure in the conduct of the affairs of a nonprofit membership corporation and in expelling members therefrom.

28. Plaintiffs have been substantially damaged and injured by Defendants' actions, and will continue to be damaged unless Defendants' wrongful conduct is enjoined.

COUNT II – VIOLATION OF DUE PROCESS AND RIGHT OF ASSOCIATION

(By Plaintiff Gibson Against All Defendants)

29. Plaintiff Gibson realleges and incorporates herein by reference Paragraphs 1 through 28 of this First Amended Complaint, as if fully alleged in this paragraph.

30. Defendants, jointly and severally, have violated Plaintiff Gibson's rights, guaranteed by United States Constitution, including the First and Fourteenth Amendments, or by the common law, to associate with Troop 869 and/or the Scouting Movement and have failed to provide him with the rudiments of due process of law, including as follows:

(a) Defendant NCAC and officials, employees, or agents named herein as Richard Roes revoked Plaintiff Gibson's membership in the Scouting Movement without notifying him of any allegation against him, without conducting a proceeding with Plaintiff Gibson present, or without otherwise providing Plaintiff Gibson with any opportunity to respond to allegations against him. Defendant NCAC and officials, employees, or agents named herein as Richard Roes conducted some form of a meeting in secret, without providing Plaintiff Gibson with notice of such meeting; without having Plaintiff Gibson present at such meeting; without identifying to Plaintiff Gibson the persons, if any, who have brought allegations against Plaintiff; without providing Plaintiff Gibson with the written or documentary evidence, if any, considered in revoking his membership; or without otherwise permitting Plaintiff to respond to any allegation against him. Further, Defendant NCAC acted as an agent and instrumentality of Defendant BSA; and/or Defendant BSA's officials, employees, or agents named herein as John Does and Defendant BSA knew of the foregoing failures of Defendant NCAC and Richard Roes and failed to take corrective action and/or ratified such actions.

(b) Defendant NCAC and officials, employees, or agents named as Richard Roes kept secret and failed to disclose to Plaintiff Gibson that issues unrelated to Gibson's performance as Scoutmaster motivated Defendant NCAC and/or Richard Roes to revoke his membership and, also, failed to disclose to Gibson any information regarding such other matters, in whole or in part. Further, Defendant NCAC acted as an agent and instrumentality of Defendant BSA; and/or Defendant BSA's officials, employees, or agents named herein as John Does and Defendant BSA knew of the foregoing failures of Defendant NCAC and Richard Roes and failed to take corrective action and/or ratified such actions.

(c) Defendants, jointly and severally, wrongfully discharged Plaintiff Gibson from membership in the Scouting Movement and thereby interfered with his relationship with Troop 869, its Troop Committee and its sponsoring Chartered Organization Trinity United Methodist Church, by and through Defendants' usurping the authority of the Troop Committee and the sponsoring Chartered Organization of Troop 869, Trinity United Methodist Church, to select the Scoutmaster of Troop 869.

(d) In revoking Plaintiff Gibson's membership in the Scouting Movement, Defendants, jointly and severally, acted arbitrarily and capriciously and/or without factual or legal basis sufficient to warrant such revocation.

31. Defendants' actions have deprived Plaintiff Gibson of his association with the youth and parents of Troop 869 and the Scouting Movement in general, have denied him an important liberty interest without any semblance of due process of law, and have otherwise caused him substantial damage and injury.

COUNT III – BREACH OF IMPLIED CONTRACT

(By Plaintiff Gibson Against BSA and NCAC)

32. Plaintiff Gibson realleges and incorporates herein by reference Paragraphs 1 through 31 of this First Amended Complaint, as if fully alleged in this paragraph.

33. While serving as an adult leader and the Scoutmaster for Troop 869, Plaintiff Gibson devoted thousands of hours of time and labor for the benefit of the Troop, the NCAC, the BSA and other aspects of the Scouting Movement. In addition, Plaintiff Gibson paid dues and made substantial personal monetary contributions to the BSA, and also expended considerable sums of his own money for activities and materiel that benefitted the Troop, the NCAC and the BSA.

34. In consideration of Plaintiff Gibson's substantial expenditures of his time and money, the NCAC and the BSA agreed that he could associate with the youth and parents of Troop 869, could act a Scoutmaster if chosen to do so by the Troop Committee and the Chartered Organization, and could enjoy the privileges of membership in the Scouting Movement generally. These mutual promises, covenants and payment of consideration between and among Plaintiff Gibson and the BSA and the NCAC constituted an enforceable contract implied-in-fact.

35. Defendants BSA and NCAC breached their obligations under this implied contract by arbitrarily, and without even stating their reasons therefor, revoking Plaintiff Gibson's membership in the Scouting Movement, depriving him of the opportunity to associate with the youth and parents of Troop 869, preventing him from serving as Scoutmaster when chosen to do so and supported by the Chartered Organization and the Troop Committee, and by denying him the privileges of membership in the Scouting Movement generally.

36. Plaintiff Richardson has been damaged by Defendants BSA's and NCAC's breach in an amount equal to the fair value of the labor he devoted to the benefit of the BSA and the NCAC, plus the total of the dues, contributions, and other amounts paid to or for the benefit of the BSA, and other damages.

COUNT IV – BREACH OF IMPLIED CONTRACT

(By Plaintiff Richardson Against BSA and NCAC)

37. Plaintiff Richardson realleges and incorporates herein by reference the allegations set forth in paragraphs 1 through 36 of this First Amended Complaint, as if fully alleged in this paragraph.

38. At all times relevant hereto, Plaintiff Richardson was a parent with at least one son who was a Scout in Troop 869, and up to and including the last day of February 2003, Plaintiff Richardson was a member in good standing of the Troop 869 Troop Committee.

39. In return for, inter alia, the promise and expectation of continuing to enjoy his own and his sons' association with Plaintiff Gibson as Scoutmaster of Troop 869, and the promise of participation, as a member of the Troop Committee, in the recruitment and selection of the Scoutmaster for Troop 869, Plaintiff Richardson paid dues and made financial contributions to BSA, and devoted time and energy for the benefit of the Troop, NCAC and BSA.

40. These mutual promises, covenants and payment of consideration between and among Plaintiff Richardson and the BSA and the NCAC constituted an enforceable contract implied-in-fact.

41. Defendants BSA and NCAC breached their obligations under this implied contract by effectively depriving Plaintiff Richardson of association with Plaintiff Gibson as Scoutmaster and depriving the Troop Committee of its right to recruit and select the Scoutmaster for the Troop.

Recognizing that the Troop Committee and the Chartered Organization selected and fully supported Gibson as Scoutmaster, Defendants NCAC and BSA deprived Plaintiff Richardson and the Troop Committee of their prerogatives by arbitrarily, and without even stating any reasons therefor, revoking Gibson's membership in the Scouting Movement so that the Troop Committee and the Chartered Organization would be unable to recruit, select and approve him as Scoutmaster.

42. Plaintiff Richardson has been damaged by BSA's and NCAC's breach, and will continue to be damaged unless Defendants' wrongful conduct is enjoined.

COUNT V – DEFAMATION

(By Plaintiff Gibson Against All Defendants)

43. Plaintiffs reallege and incorporate herein by reference the allegations set forth in paragraphs 1 through 42 of this First Amended Complaint, as if fully alleged in this paragraph.

44. Defendant NCAC, acting by and through one or more of the officials, employees, or agents named as Richard Roes, on or about January 27, 2003, stated as a fact to the Pastor and other members of Troop 869's Chartered Organization, that Plaintiff Gibson was unfit for Scouting membership and unfit to be Scoutmaster of Troop 869. Those statements were false and defamatory when made, and Defendants NCAC and Richard Roes, by publication of those statements to members of the Chartered Organization, intended that the false and defamatory statements be republished, and succeeded in causing such statements to be republished, to other members of the Chartered Organization, to the youth and parents of Troop 869, and to other members of the community. Upon information and belief, similar false and defamatory statements were published by Defendants NCAC and/or Richard Roes to other parents of Troop 869 and members of the community, both before and after revocation of Plaintiff Gibson's

Scouting membership. Further, by ratifying Defendant NCAC's revocation of Plaintiff's Scouting membership, Defendant BSA affirmed, endorsed, adopted, and republished the false and defamatory statements against Plaintiff Gibson.

45. Defendant BSA, acting through its National Legal Counsel, in or about January 2004, stated as a fact to Plaintiff Richardson (a parent in Troop 869 and a sometime member of the Troop Committee that was responsible for recruiting and selecting the Scoutmaster for Troop 869) that Plaintiff Gibson had not fully disclosed to Richardson, to the Troop or to the affected community the reasons for the revocation of his Scouting membership. This statement also was defamatory and false.

46. By publishing, republishing, and affirming these false and defamatory statements, by wrongfully discharging Plaintiff Gibson from his position as Scoutmaster of Troop 869, and by revoking his Scouting membership, Defendants, jointly and severally, have caused humiliation and mental anguish to Plaintiff Gibson and the members of his family; have damaged, diminished, and defamed his reputation, his standing in the community, and his standing within the adult and youth membership of the Scouting Movement. Further, Defendants, jointly and severally, have failed to set forth or explain the allegations against Plaintiff Gibson, and have affirmatively led the affected communities to speculate and believe that the allegations against him involve some darker secret, further damaging Plaintiff Gibson's reputation and standing. Defendants, jointly and severally, compounded their damage to Plaintiff Gibson by delaying consideration of his appeals. Defendants, jointly and severally, have caused Plaintiff Gibson to expend his time and funds in defense of his reputation and community standing.

47. In revoking Plaintiff Gibson's Scouting membership, Defendants NCAC and/or officials, employees, or agents named herein as Richard Roes acted intentionally, maliciously, with

reckless disregard for the consequences, in misuse of their position, and/or for personal reasons and advantages beneficial to said officials, employees, or agents named herein as Richard Roes and/or Defendant NCAC. Further, Defendant BSA and/or officials, employees, or agents named herein as John Does knew of such undisclosed matters and motives of Defendant NCAC and Richard Roes regarding revocation of Plaintiff Gibson's membership and failed to take corrective action and/or ratified such action and motives.

48. Plaintiff Gibson has suffered direct and substantial injury and damages caused by Defendant's actions.

PRAYER FOR RELIEF

WHEREFOR, Plaintiffs respectfully requests that this Court enter an Order providing Relief to Plaintiff as follows:

(1) On Counts I through IV, entering a permanent injunction prohibiting Defendants, jointly and severally, from denying to Plaintiff Gibson membership in the Scouting Movement, the position of Scoutmaster of Troop 869, or such other position with Troop 869 as selected by the Troop Committee and the Troop's Chartered Organization, Trinity United Methodist Church;

(2) On Counts I through III, awarding Plaintiff Gibson compensatory damages from Defendants, jointly and severally, in an amount to be proved at Trial but in excess of \$ 150,000 (one hundred fifty thousand dollars);

(3) On Count V, awarding Plaintiff Gibson compensatory damages from Defendants, jointly and severally, of \$ 500,000 (five hundred thousand dollars);

(4) Awarding Plaintiff punitive damages from Defendants, jointly and severally, in the amount of \$1,500,000 (one million five hundred thousand dollars) or such other amount as this Court deems just and appropriate;

(5) Awarding Plaintiffs from Defendants, jointly and severally, a sum for Court costs and the expenses of this litigation, including reasonable attorney's fees; and

(6) Granting Plaintiffs such other and additional relief as the Court may deem just, equitable, and proper.

Respectfully submitted,



Joseph Lee Gibson
D.C. Bar No. 4887
966 Towlston Road
McLean, Virginia 22102
703-759-0149




P. David Richardson
D.C. Bar No. 336396
7728 Georgetown Pike
McLean, Virginia 22102
703-790-1796

Plaintiffs pro se

Verification of Complaint


On this ___ day of May, 2004, I, Joseph Lee Gibson, a member of the bar of the District of Columbia and Plaintiff in the foregoing Complaint, do hereby swear under penalty of perjury that the facts in said Complaint are true and correct to my personal knowledge and on information and belief.

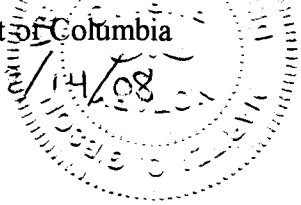


 Joseph Lee Gibson

City of Washington)
)
 District of Columbia) s.s.:

On this 28th day of May, 2004, Joseph Lee Gibson, being personally known to me, did appear before me and in my presence and on oath duly administered and taken, did swear to the foregoing and personally affix his signature to the foregoing Verification of Complaint.



 Notary Public, District of Columbia
 Comm. exp. 10/14/08


CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of May, 2004, true and correct copies of the foregoing "First Amended Complaint for Injunctive Relief and Damages" were sent via first-class mail to the following:

John McGavin
Trichilo Bancroft McGavin Hovarth & Judkins
3920 University Drive
Fairfax, VA 22030


P. David Richardson