

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO. 10-CV-22236-ASG

HOWARD ADELMAN AND JUDITH SCLAWY
as Co-Personal Representatives of the
ESTATE OF MICHAEL SCLAWY-ADELMAN,

Plaintiffs,

vs.

**BOY SCOUTS OF AMERICA;
THE SOUTH FLORIDA COUNCIL INC., BOY SCOUTS OF AMERICA;
PLANTATION UNITED METHODIST CHURCH;
HOWARD K. CROMPTON, Individually, and
ANDREW L. SCHMIDT, Individually,**

Defendants.

AMENDED COMPLAINT

Plaintiffs, Howard Adelman and Judith Sclawy, as Co-Personal Representatives of The Estate of Michael Sclawy-Adelman, pursuant to Rule 15(a)(1)(B), hereby amend their complaint and sue Defendants Boy Scouts of America; The South Florida Council Inc., Boy Scouts of America; Plantation United Methodist Church; Howard K. Crompton, individually; and Andrew L. Schmidt, individually; for damages and allege as follows:

1. At all times material, and in particular on May 9, 2009, Michael Sclawy-Adelman, a minor, was a resident of Florida.

2. At all times material, and in particular on May 9, 2009, Michael Sclawy-Adelman, a minor, was a member of Boy Scout Troop 111 of the Pine Island District of the South Florida Council Inc., Boy Scouts of America (hereinafter "South Florida Council").

3. On May 9, 2009, Michael Sclawy-Adelman, a minor, took part in a 20 mile Boy Scout sanctioned and organized hike in the Big Cypress National Preserve (hereinafter “the Hike”). Big Cypress National Preserve borders Everglades National Park in the area generally referred to as the “Florida Everglades.”

4. The Hike was organized, planned, and led by two adult Scoutmasters, Howard K. Crompton and Andrew L. Schmidt.

5. In addition to the two adult scoutmasters and Michael Sclawy-Adelman, there were two other minor Boy Scouts on the Hike.

6. On May 9, 2009, temperatures in the Florida Everglades were recorded at 100 degrees Fahrenheit.

7. At approximately mid-day on May 9, 2009, on approximately the 10th mile of the Hike, with temperatures around 100 degrees Fahrenheit, Michael Sclawy-Adelman began exhibiting signs of Heat Illness. Nevertheless, the Hike was continued.

8. On the afternoon of May 9, 2009, at approximately the 15th mile of the Hike, with temperatures around 100 degrees Fahrenheit, Michael Sclawy-Adelman became dizzy, disoriented, and delirious.

9. On the afternoon of May 9, 2009, at approximately the 15th mile of the Hike, with temperatures around 100 degrees Fahrenheit, and Michael Sclawy-Adelman in a dizzy, disoriented, and delirious state, the two adult Scoutmasters finally stopped the Hike.

10. Information gathered from investigative reports, including the Incident Report of the National Park Service, indicated that Defendant Howard Crompton stayed at the 15-mile point of

the Hike, while Defendant Andrew Schmidt and the other two minor Boy Scouts went off in search of water.

11. Global Positioning System (GPS) data gathered from the GPS used by one of the Scoutmasters, and information gathered from investigative reports, including the Incident Report of the National Park Service, indicated that Defendant Crompton and Michael Sclawy-Adelman were stopped at mile 15 of the Hike for more than 1 ½ hours before Defendant Crompton finally made an emergency call to 911.

12. By the time that Michael Sclawy-Adelman was located by first responders, there was nothing that could be done for him. He died of Heat Stroke on mile 15 of the Boy Scout organized and sanctioned Hike.

-THE PARTIES-

The Plaintiffs

13. Plaintiffs Howard Adelman and Judith Sclawy were the natural and biological parents of their minor son, Michael Sclawy-Adelman, deceased.

14. Plaintiffs Howard Adelman and Judith Sclawy have been appointed Co-Personal Representatives of the Estate of Michael Sclawy-Adelman.

Defendant Boy Scouts of America

15. Defendant Boy Scouts of America (also “BSA”) is a corporation registered to do business and doing business in the State of Florida, including Miami-Dade County, Florida.

16. Defendant Boy Scouts of America has a principal business address at 1325 West Walnut Hill Lane, Suite 406, Irving, Texas.

17. Defendant Boy Scouts of America operates, promotes, oversees, guides, sets standards, and establishes policies, protocols, and procedures for youth organizations nationally through various local, state, and regional organizations, including those of Boy Scout Troop 111 of the Pine Island District of the South Florida Council.

18. Defendant Boy Scouts of America develops programs; sets and maintains quality standards in training, leadership selection, uniforms, registration records, literature development, and advancement requirements for youth organizations nationally through various local, state, and regional organizations, including those of Boy Scout Troop 111 of the Pine Island District of the South Florida Council.

19. Defendant Boy Scouts of America grants charters to local councils and local organizations to operate and conduct Boy Scout activities within their geographic areas, including Boy Scout Troop 111 of the Pine Island District of the South Florida Council.

Defendant South Florida Council

20. Defendant South Florida Council Inc., Boy Scouts of America (hereinafter “South Florida Council”) is a Florida corporation for business doing business in Broward, Miami-Dade, and Monroe County, Florida; with its principal place of address being 15255 NW 82nd Street, Miami Lakes, Florida.

21. Defendant South Florida Council is a charter organization of the Boy Scouts of America.

22. Defendant South Florida Council as a charter organization of the Boy Scouts of America, administers the programs, guidelines, and policies of Defendant Boy Scouts of America in Broward, Miami-Dade, and Monroe County, Florida, including those of Boy Scout Troop 111.

23. Defendant South Florida Council is divided into districts responsible for the operation of Boy Scout programs and the implementation of Boy Scout guidelines, policies, procedures, and protocols; including Boy Scout Troop 111 of the Pine Island District of the South Florida Council.

Defendant Plantation United Methodist Church

24. Defendant Plantation United Methodist Church is a corporation registered to do business in the State of Florida, with a principal business address of 1001 NW 70th Avenue, Plantation, Florida.

25. Defendant Plantation United Methodist Church is a chartered organization of Defendant Boy Scouts of America and Defendant South Florida Council.

26. At all times material, Defendant Plantation United Methodist Church as a chartered organization of Defendant Boy Scouts of America and Defendant South Florida Council, oversees and operates Boy Scout Troop 111 of the Pine Island District of the South Florida Council.

27. At all times material, Defendant Plantation United Methodist Church as a chartered organization of Defendant Boy Scouts of America and Defendant South Florida Council, was responsible for the operation of Boy Scout programs and the implementation of Boy Scout guidelines, policies, procedures, and protocols as it related to Boy Scout Troop 111 of the Pine Island District of the South Florida Council.

Defendant Howard K. Crompton

28. At all times material, Defendant Howard K. Crompton was, and is, a citizen of Florida, and is otherwise *sui juris*.

29. At all times material, and in particular on or about May 9, 2009, Defendant Howard K. Crompton was acting as a Scoutmaster for Boy Scout Troop 111 of the Pine Island District of Defendant South Florida Council of the Boy Scouts of America.

30. At all times material, and in particular on or about May 9, 2009, Defendant Howard K. Crompton was acting as an actual and/or apparent agent or servant of Defendant Plantation United Methodist Church, Defendant South Florida Council of the Boy Scouts of America, and Defendant Boy Scouts of America.

Defendant Andrew L. Schmidt

31. At all times material, Defendant Andrew L. Schmidt was, and is, a citizen of Florida, and is otherwise *sui juris*.

32. At all times material, and in particular on or about May 9, 2009, Defendant Andrew L. Schmidt was acting as a Scoutmaster for Boy Scout Troop 111 of the Boy Scouts of America, Pine Island District of Defendant South Florida Council of the Boy Scouts of America.

33. At all times material, and in particular on or about May 9, 2009, Defendant Andrew L. Schmidt was acting as an actual and/or apparent agent or servant of Defendant Plantation United Methodist Church, Defendant South Florida Council of the Boy Scouts of America, and Defendant Boy Scouts of America.

JURISDICTION

34. This Court has removal jurisdiction pursuant to 28 U.S.C. § 1331. This cause was removed by the Defendants from the Circuit Court for the Eleventh Judicial Circuit, Miami-Dade County, Florida.

COUNT I

NEGLIGENCE OF HOWARD K. CROMPTON

35. Plaintiffs affirm and re-allege paragraphs 1 through 34, as if fully set forth herein, and alternatively and concurrently further allege that:

36. Defendant Howard K. Crompton, as an adult Scoutmaster who organized, planned, and led three minor Boy Scouts, including minor Michael Sclawy-Adelman, on a 20-mile hike through the Big Cypress National Preserve in the Florida Everglades, had a duty to use reasonable care for the health, safety, and well-being of the minor Boy Scouts, in particular, Michael Sclawy-Adelman.

37. Plaintiffs entrusted the health, safety, and well-being of their son to Defendant Crompton who stood in the place of Michael Sclawy-Adelman's parents while the minor was participating in the Boy Scout organized and approved Hike.

38. Plaintiffs additionally entrusted the health, safety, and well-being of their son to Defendant Crompton based upon the indicia of competence, expertise, and safety bestowed upon Defendant Crompton by the Boys Scouts of America, the South Florida Council, Inc., and Plantation United Methodist Church.

39. Plaintiffs justifiably relied upon Defendant Crompton to safely conduct the Hike, and to use reasonable care for the health, safety, and well-being of their son Michael Sclawy-Adelman.

40. Defendant Howard K. Crompton was negligent and breached his duty to use reasonable care by committing the following acts or omissions, including, but not limited to:

- a. Planning a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;
- b. Conducting a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;
- c. Failing to obtain proper and accurate weather information for the day of the Hike;
- d. Failing to follow guidelines for hiking established by local, state, and national organizations, including the Boy Scouts of America and/or The South Florida Council, Boy Scouts of America;
- e. Failing to follow policies, protocols, and procedures for hiking established by local, state, and national organizations, including the Boy Scouts of America and/or The South Florida Council, Boy Scouts of America;
- f. Failing to undertake proper training for leading minors on the Hike;
- g. Failing to properly recognize the signs and symptoms of heat illness;
- h. Failing to take proper action after Michael Sclawy-Adelman began to show signs of distress.
- i. Continuing the Hike after Michael Sclawy-Adelman began to show signs of distress.
- j. Failing to have proper communication equipment for the Hike;
- k. Failing to have proper equipment for the Hike;
- l. Failing to recognize an emergency situation;
- m. Failing to properly and timely respond to an emergency situation;
- n. Failing to ensure that the hikers were properly hydrating themselves during the Hike;
- o. Failing to undertake adequate emergency planning;
- p. Failing to otherwise properly plan for the subject Hike;
- q. Failing to otherwise properly prepare for the subject Hike;

- r. Failing to otherwise properly conduct the subject Hike;
- s. Failing to adhere to “Trek Safely,” which is prepared, published and disseminated to Scoutmasters by the Boy Scouts of America wherein Scoutmasters are advised to stop or turn back when dangerous situations develop during a hike;
- t. Any and all other acts or omissions that constitute a failure to use reasonable care that are discovered during the course of this lawsuit.

41. Defendant Crompton knew or should have known that his negligent acts and omissions as set forth above, would result in injury and/or death to Michael Sclawy-Adelman.

42. As a direct and proximate result of the aforementioned negligence of Defendant Howard K. Crompton, minor Michael Sclawy-Adelman died in the Florida Everglades.

43. Plaintiffs have suffered damages as a direct and proximate result of the negligence and carelessness of Defendant Howard K. Crompton which resulted in the death of Michael Sclawy-Adelman.

44. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida’s Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant Howard K. Crompton as well as pre-judgment interest as may be allowed by law, post-judgment interest as may be allowed by law, and costs to the extent permitted by law, and demand

trial by jury of all issues so triable. Plaintiffs reserve the right to amend this count and add a claim for punitive damages at a later date.

COUNT II

NEGLIGENT SUPERVISION BY HOWARD K. CROMPTON

45. Plaintiffs affirm and re-allege paragraphs 1 through 34, as if fully set forth herein, and alternatively and concurrently further allege that:

46. Defendant Howard K. Crompton, as an adult who organized, planned, and led three minors, including minor Michael Sclawy-Adelman, on a 20-mile hike through the Big Cypress National Preserve in the Florida Everglades, undertook a duty to use reasonable care in the supervision of the minors, in particular, Michael Sclawy-Adelman.

47. Plaintiffs entrusted the health, safety, and well-being of their son to Defendant Crompton who stood in the place of Michael Sclawy-Adelman's parents while the minor was with Defendant Crompton.

48. Defendant Howard K. Crompton was negligent and breached his duty to use reasonable care in the supervision of minor Michael Sclawy-Adelman, by committing the following acts or omissions, including, but not limited to:

- a. Planning a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;
- b. Conducting a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;
- c. Failing to obtain proper and accurate weather information for the day of the Hike;
- d. Failing to follow guidelines for hiking established by local, state, and national organizations, including the Boy Scouts of America and/or The South Florida Council, Boy Scouts of America;

- e. Failing to follow policies, protocols, and procedures for hiking established by local, state, and national organizations, including the Boy Scouts of America and/or The South Florida Council, Boy Scouts of America;
- f. Failing to undertake proper training for leading minors on the Hike;
- g. Failing to properly recognize the signs and symptoms of heat illness;
- h. Failing to take proper action after Michael Sclawy-Adelman began to show signs of distress.
- i. Continuing the Hike after Michael Sclawy-Adelman began to show signs of distress.
- j. Failing to have proper communication equipment for the Hike;
- k. Failing to have proper equipment for the Hike;
- l. Failing to recognize an emergency situation;
- m. Failing to properly and timely respond to an emergency situation;
- n. Failing to ensure that the hikers were properly hydrating themselves during the Hike;
- o. Failing to undertake adequate emergency planning;
- p. Failing to otherwise properly plan for the subject Hike;
- q. Failing to otherwise properly prepare for the subject Hike;
- r. Failing to otherwise properly conduct the subject Hike;
- s. Failing to adhere to “Trek Safely,” which is prepared, published and disseminated to Scoutmasters by the Boy Scouts of America wherein Scoutmasters are advised to stop or turn back when dangerous situations develop during a hike;
- t. Any and all other acts or omissions that constitute a failure to use reasonable care that are discovered during the course of this lawsuit.

49. Defendant Crompton knew or should have known that his negligent acts and omissions as set forth above, would result in injury and/or death to Michael Sclawy-Adelman.

50. As a direct and proximate result of the aforementioned negligence of Defendant Howard K. Crompton, minor Michael Sclawy-Adelman died in the Florida Everglades.

51. Plaintiffs have suffered damages as a direct and proximate result of the negligence and carelessness of Defendant Howard K. Crompton which resulted in the death of Michael Sclawy-Adelman.

52. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant Howard K. Crompton as well as pre-judgment interest as may be allowed by law, post-judgment interest as may be allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable. Plaintiffs reserve the right to amend this count and add a claim for punitive damages at a later date.

COUNT III

NEGLIGENCE OF ANDREW L. SCHMIDT

53. Plaintiffs affirm and re-allege paragraphs 1 through 34, as if fully set forth herein, and alternatively and concurrently further allege that:

54. Defendant Andrew L. Schmidt, as an adult Scoutmaster, who organized, planned, and led three minor Boy Scouts, including minor Michael Sclawy-Adelman, on a 20-mile hike through the Big Cypress National Preserve in the Florida Everglades, had a duty to use reasonable care for the health, safety, and well-being of the minor Boy Scouts, in particular, Michael Sclawy-Adelman.

55. Plaintiffs entrusted the health, safety, and well-being of their son to Defendant Andrew L. Schmidt who stood in the place of Michael Sclawy-Adelman's parents while the minor was participating in the Boy Scout organized and approved Hike.

56. Plaintiffs additionally entrusted the health, safety, and well-being of their son to Defendant Andrew L. Schmidt based upon the indicia of competence, expertise, and safety bestowed upon Defendant Andrew L. Schmidt by the Boys Scouts of America, the South Florida Council, Inc., Boy Scouts of America, and Plantation United Methodist Church.

57. Plaintiffs justifiably relied upon Defendant Andrew L. Schmidt to safely conduct the Hike, and to use reasonable care for the health, safety, and well-being of their son Michael Sclawy-Adelman.

58. Defendant Defendant Andrew L. Schmidt was negligent and breached his duty to use reasonable care by committing the following acts or omissions, including, but not limited to:

- a. Planning a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;

- b. Conducting a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;
- c. Failing to obtain proper and accurate weather information for the day of the Hike;
- d. Failing to follow guidelines for hiking established by local, state, and national organizations, including the Boy Scouts of America and/or The South Florida Council, Boy Scouts of America;
- e. Failing to follow policies, protocols, and procedures for hiking established by local, state, and national organizations, including the Boy Scouts of America and/or The South Florida Council, Boy Scouts of America;
- f. Failing to undertake proper training for leading minors on the Hike;
- g. Failing to properly recognize the signs and symptoms of heat illness;
- h. Failing to take proper action after Michael Sclawy-Adelman began to show signs of distress.
- i. Continuing the Hike after Michael Sclawy-Adelman began to show signs of distress.
- j. Failing to have proper communication equipment for the Hike;
- k. Failing to have proper equipment for the Hike;
- l. Failing to recognize an emergency situation;
- m. Failing to properly and timely respond to an emergency situation;
- n. Failing to ensure that the hikers were properly hydrating themselves during the Hike;
- o. Failing to undertake adequate emergency planning;
- p. Failing to otherwise properly plan for the subject Hike;
- q. Failing to otherwise properly prepare for the subject Hike;
- r. Failing to otherwise properly conduct the subject Hike;
- s. Failing to adhere to “Trek Safely” which is prepared, published and disseminated to Scoutmasters by the Boy Scouts of America wherein Scoutmasters are advised to stop or turn back when dangerous situations develop during a hike;

t. Any and all other acts or omissions that constitute a failure to use reasonable care that are discovered during the course of this lawsuit.

59. Defendant Andrew L. Schmidt knew or should have known that his negligent acts and omissions as set forth above, would result in injury and/or death to Michael Sclawy-Adelman.

60. As a direct and proximate result of the aforementioned negligence of Defendant Andrew L. Schmidt, minor Michael Sclawy-Adelman died in the Florida Everglades.

61. Plaintiffs have suffered damages as a direct and proximate result of the negligence and carelessness of Defendant Andrew L. Schmidt which resulted in the death of Michael Sclawy-Adelman.

62. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant Andrew L. Schmidt as well as pre-judgment interest as may be allowed by law, post-judgment interest as may be allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable. Plaintiffs reserve the right to amend this count and add a claim for punitive damages at a later date.

COUNT IV

NEGLIGENT SUPERVISION BY DEFENDANT ANDREW L. SCHMIDT

63. Plaintiffs affirm and re-allege paragraphs 1 through 34, as if fully set forth herein, and alternatively and concurrently further allege that:

64. Defendant Andrew L. Schmidt, as an adult who organized, planned, and led three minors, including minor Michael Sclawy-Adelman, on a 20-mile hike through the Big Cypress National Preserve in the Florida Everglades, undertook a duty to use reasonable care in the supervision of the minors, in particular, Michael Sclawy-Adelman.

65. Plaintiffs entrusted the health, safety, and well-being of their son to Defendant Andrew L. Schmidt who stood in the place of Michael Sclawy-Adelman's parents while the minor was with Defendant Andrew L. Schmidt.

66. Defendant Andrew L. Schmidt was negligent and breached his duty to use reasonable care in the supervision of minor Michael Sclawy-Adelman, by committing the following acts or omissions, including, but not limited to:

- a. Planning a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;
- b. Conducting a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;
- c. Failing to obtain proper and accurate weather information for the day of the Hike;
- d. Failing to follow guidelines for hiking established by local, state, and national organizations, including the Boy Scouts of America and/or The South Florida Council, Boy Scouts of America;
- e. Failing to follow policies, protocols, and procedures for hiking established by local, state, and national organizations, including the Boy Scouts of America and/or The South Florida Council, Boy Scouts of America;

- f. Failing to undertake proper training for leading minors on the Hike;
- g. Failing to properly recognize the signs and symptoms of heat illness;
- h. Failing to take proper action after Michael Sclawy-Adelman began to show signs of distress.
- i. Continuing the Hike after Michael Sclawy-Adelman began to show signs of distress.
- j. Failing to have proper communication equipment for the Hike;
- k. Failing to have proper equipment for the Hike;
- l. Failing to recognize an emergency situation;
- m. Failing to properly and timely respond to an emergency situation;
- n. Failing to ensure that the hikers were properly hydrating themselves during the Hike;
- o. Failing to undertake adequate emergency planning;
- p. Failing to otherwise properly plan for the subject Hike;
- q. Failing to otherwise properly prepare for the subject Hike;
- r. Failing to otherwise properly conduct the subject Hike;
- s. Failing to adhere to “Trek Safely,” which is prepared, published and disseminated to Scoutmasters by the Boy Scouts of America wherein Scoutmasters are advised to stop or turn back when dangerous situations develop during a hike;
- t. Any and all other acts or omissions that constitute a failure to use reasonable care that are discovered during the course of this lawsuit.

67. Defendant Andrew L. Schmidt knew or should have known that his negligent acts and omissions as set forth above, would result in injury and/or death to Michael Sclawy-Adelman.

68. As a direct and proximate result of the aforementioned negligence of Defendant Andrew L. Schmidt, minor Michael Sclawy-Adelman died in the Florida Everglades.

69. Plaintiffs have suffered damages as a direct and proximate result of the negligence and carelessness of Defendant Andrew L. Schmidt which resulted in the death of Michael Sclawy-Adelman.

70. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant Andrew L. Schmidt as well as pre-judgment interest as may be allowed by law, post-judgment interest as may be allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable. Plaintiffs reserve the right to amend this count and add a claim for punitive damages at a later date.

COUNT V

NEGLIGENCE OF BOY SCOUTS OF AMERICA

71. Plaintiffs affirm and re-allege paragraphs 1 through 34 as if fully set forth herein, and alternatively and concurrently further allege that:

72. The Boy Scouts of America recognizes and publicly acknowledges its duty to ensure the safety of its youth members throughout its organization, including the national, regional, local councils, the district level, and the Boy Scout troop level. The Boy Scouts of America publishes

and provides to all levels of the Boy Scouts organization the “Guide to Safe Scouting” which Defendant Boy Scouts of America designed for the purpose of preparing Scout leaders to conduct scouting activities in a safe and prudent manner.

73. Boy Scouts of America is actively involved at all levels of the scouting organization, including reviewing and approving (or disapproving) individual adult leader applications. Defendant Boy Scouts of America also reviews and approves (or disapproves) troop level activities if they are to occur more than 500 miles from a troop’s home location.

74. The Boy Scouts of America’s stated position is that it places the greatest importance on creating the most secure environment possible for its youth members. To maintain such safe environment, and as evidence of its assumed duty to ensure the safety of its minor members, the Boy Scouts of America has developed numerous procedural and leadership selection policies which all levels of the scouting organization must comply with, including the local troop level. It provides parents and leaders with resources for all scouting levels and programs.

75. Boys Scouts of America publically states that it takes great pride in the quality of its adult leadership, and that the quality of the scouting program and the safety of its youth members call for high-quality adult leaders. To that end, the Boy Scouts of America states that it works closely with the organizations it charters to recruit the best possible leaders for the various scouting units.

76. Boys Scouts of America also dictates virtually all Troop level requirements, down to the uniforms that scouts must wear. The “Boy Scout Handbook,” prepared, published and disseminated by Defendant Boy Scouts of America, goes so far as to tell scouts that their Scout uniform is a symbol of the Boy Scouts of America.

77. All Scoutmaster training is prepared by, published, and disseminated by Defendant Boy Scouts of America. Defendant Boy Scouts of America controls the content of Scoutmaster training programs. In fact, Defendant Boy Scouts of America prepares, publishes and disseminates no fewer than fifty written pieces of literature, DVDs, and/or website programs which outline the rules, regulations, guidelines, and mandates for scouting at the troop level including, but not limited to, “Boy Scout Leader Fast Start Training,” “This is Scouting,” “Scoutmaster and Assistant Scoutmaster Leader Specific Training,” and “Introduction to Outdoor Leader Skills.”

78. Defendant Boy Scouts of America also prepares and provides supplemental training for Scoutmasters, including a core leadership skill training course, “Youth Protection” training and youth leadership development courses. Defendant Boy Scouts of America also prepares and presents a number of on-site, in-person training courses every summer in New Mexico. In addition, Defendant Boy Scouts of America prepares and presents a number of training modules which are available over the internet.

80. Defendant Boy Scouts of America dictates the general format of all local level Troop meetings, including the amount of time spent on the following meeting segments: pre-opening, opening, skills instruction, patrol meetings, inter-patrol activity, closing and after the meeting. Defendant Boy Scouts of America even provides Scoutmasters with stories to tell the scouts during the closing period of a meeting, dedicated to Scoutmaster minutes, if the Scoutmaster does not have stories of his own to tell the scouts.

81. Boy Scouts of America advises Scoutmasters at the local level that Defendant Boy Scouts of America professionals will help them “all along the way” to make their troops a success.

82. As a further example of its involvement at all levels of the scouting organization, including the local troop level, Defendant Boys Scouts of America provides comprehensive general liability insurance coverage for registered volunteers, Scoutmasters, the regional councils, such as South Florida Council; and for chartered organizations such as the Plantation United Methodist Church. Such insurance is provided for bodily injury claims which arise out of an official scouting activity, such as the Hike. Every Scoutmaster must fill out and submit a form to the Boy Scouts of America for any serious injury or death which occurs to a scout while the scout is participating in a scouting activity.

83. Defendant Boy Scouts of America involvement at the troop level mandates that all applicants for Scoutmaster positions undergo a background check before an application is accepted.

84. Defendant Boy Scouts of America requires that a certificate of completion of the Youth Protection training be submitted before a person can become a Scoutmaster. Without that certification, Defendant Boy Scouts of America will not approve a person for a Scoutmaster position. The organization requires re-training every two years and it will not re-register or commission a Scoutmaster who does not comply with this requirement. This mandate originally arose out of the Defendant Boy Scouts of America's concern for weeding out potential pedophiles who might molest the youth members, yet, it has equal application and benefit for weeding out incompetent scout leaders who can cause equal, if not greater damage to its youth members by failing to properly care for the boys' physical safety, including their very lives.

85. The authority for the South Florida Council, Plantation United Methodist Church, Howard K. Crompton and Andrew L. Schmidt, to administer and conduct the programs and

activities of the scouting program derives from, and is approved by, the national organization of Defendant Boy Scouts of America.

86. Defendant Boy Scouts of America develops programs for the entire scouting organization, including Troop 111, and sets and maintains the quality standards in training and in leadership selection. All segments of the Boy Scouts, including the South Florida Council, Plantation United Methodist Church, Howard K. Crompton and Andrew L. Schmidt, must comply with standards set forth by Defendant Boy Scouts of America, and if they do not, Defendant Boy Scouts of America may revoke their charters and/or commissions.

87. Defendant Boy Scouts of America requires organizations it charters to provide adequate facilities, supervision and leadership. If they do not, Defendant Boy Scouts of America, in the exercise of its sole discretion, may also revoke any charter it has awarded.

88. Defendant Boy Scouts of America requires that all Scoutmasters, such as Howard K. Crompton and Andrew L. Schmidt, be approved, commissioned, and registered by Defendant Boy Scouts of America. Defendant Boy Scouts of America commissions and registers all Scoutmasters on an annual basis.

89. Defendant Boy Scouts of America had a duty to use reasonable care for the health, safety, and well-being of Boy Scout Michael Sclawy-Adelman.

90. Defendant Boy Scouts of America was negligent and breached its duty of reasonable care by committing the following acts or omissions, including, but not limited to:

- a. Failure to adopt and implement adequate guidelines for the planning, preparation, and conducting Boy Scout hikes;
- b. Failure to adopt and implement adequate guidelines for recognizing and responding to emergency situations on Boy Scout hikes;

- c. Failure to adopt and implement adequate guidelines and standards for the selection of Scoutmasters;
- d. Failure to adopt and implement adequate policies, protocols, and procedures for the planning, preparation, and conduct of Boy Scout hikes;
- e. Failure to adopt and implement adequate policies, protocols, and procedures for recognizing and responding to emergency situations of Boy Scout hikes;
- f. Failure to adopt and implement adequate policies, protocols, and procedures for the selection of Scoutmasters;
- g. Failure to provide proper instruction and training to local councils, charter organizations, districts, and troops relative to the planning, preparation, and conduct of Boy Scout hikes;
- h. Failure to provide proper instruction and training to local councils and charter organizations, districts, and troops relative to recognizing and responding to emergency situations on Boy Scout hikes;
- i. Failure to provide proper instruction and training to local councils and charter organizations, districts, and troops relative to the selection of Scoutmasters;
- j. Failure to provide adequate and proper instruction and training to Scoutmasters relative to the planning, preparation, and conduct of Boy Scout hikes;
- k. Failure to provide adequate and proper instruction and training to Scoutmasters relative to recognizing and responding to emergency situations on Boy Scout hikes;
- l. Failure to provide adequate and proper supervision to local councils, charter organizations, troop units, and Scoutmasters relative to the planning, preparation, and conduct of Boy Scout hikes;
- m. Failure to provide adequate and proper supervision to local councils, charter organizations, troop units, and Scoutmasters relative to recognizing and responding to emergency situations on Boy Scout hikes;
- n. Failure to provide adequate and proper supervision to local councils, charter organizations, relative to the selection of Scoutmasters;
- o. Failing to properly review and evaluate the performance of Scoutmasters;
- p. Any and all other acts or omissions that constitute a failure to use reasonable care that are discovered during the course of this lawsuit.

91. Defendant Boy Scouts of America knew or should have known that its negligent acts and omissions, as set forth above, would result in injury and/or death to Michael Sclawy-Adelman.

92. As a direct and proximate result of the aforementioned negligence of Defendant Boy Scouts of America, minor Michael Sclawy-Adelman died in the Florida Everglades.

93. Plaintiffs suffered damages as a direct and proximate result of the negligence and carelessness of Defendant Boy Scouts of America which resulted in the death of Michael Sclawy-Adelman.

94. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant Boy Scouts of America in excess of the minimal jurisdictional limits of this court, as well as pre-judgment interest as allowed by law, post-judgment interest as allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable.

COUNT VI

NEGLIGENCE OF THE SOUTH FLORIDA COUNCIL INC., BOY SCOUTS OF AMERICA

95. Plaintiffs affirm and re-allege paragraphs 1 through 34 as if fully set forth herein, and alternatively and concurrently further allege that:

96. Defendant South Florida Council is directly involved at the Troop level. It has responsibility for, and approval power over, all applicants for Scoutmaster positions and provides training and training materials to all Scoutmasters, merit badge counselors, and scouts.

97. Defendant South Florida Council directly reviews and approves (or disapproves) troop level activities for any troop within its district traveling within 500 miles of its home area through a Local Tour Permit.

98. Defendant South Florida Council prepares and disseminates to troop leaders guidelines and planning tools for itineraries, travel arrangements, leadership, qualifications of supervision and transportation.

99. By accepting its charter from Boy Scouts of America, Defendant South Florida Council agreed to provide, and did provide, year-round training, service and support for each troop in its region, including Troop 111 of the Pine Island District.

100. Defendant South Florida Council also agreed to provide, and did provide, camping facilities, a service center, and a professional staff to assist each scout unit within its District, including Troop 111 of the Pine Island District.

101. Defendant South Florida Council, pursuant to its charter from Boy Scouts of America, is responsible for, and accepted the responsibility for, the quality of its scouting program, including the program of Troop 111 of the Pine Island District.

102. South Florida Council, through its service center, is involved at the troop level by assisting and guiding the local troop leaders with information on activities, training, advancement, camp reservations, and literature.

103. Defendant South Florida Council is responsible for ensuring that each local troop carries out the general principles of advancement in scouting, including Troop 111 of the Pine Island District.

104. Defendant South Florida Council is responsible for ensuring adequate leadership and leadership training for the local troops, including Troop 111 of the Pine Island District.

105. Defendant South Florida Council is responsible for, and in fact does maintain, the records for individual scout members, and adult scout leaders, including individual applications, advancement records, and required medical forms on each and every boy scout member.

106. Defendant South Florida Council had a duty to use reasonable care for the health, safety, and well-being of Boy Scout Michael Sclawy-Adelman.

107. Defendant South Florida Council was negligent and breached its duty to use reasonable care for the health, safety, and well-being of Boy Scout Michael Sclawy-Adelman by committing the following acts or omissions, including, but not limited to:

- a. Approving the subject 20 mile hike through the Florida Everglades;
- b. Failure to adopt and implement adequate guidelines for the planning, preparation, and conduct of Boy Scout hikes;

- c. Failure to adopt and implement adequate guidelines for recognizing and responding to emergency situations on Boy Scout hikes;
- d. Failure to adopt and implement adequate guidelines and standards for the selection of Scoutmasters;
- e. Failure to adopt and implement adequate policies, protocols, and procedures for the planning, preparation, and conduct of Boy Scout hikes;
- f. Failure to adopt and implement adequate policies, protocols, and procedures for recognizing and responding to emergency situations of Boy Scout hikes;
- g. Failure to adopt and implement adequate policies, protocols, and procedures for the selection of Scoutmasters;
- h. Failure to provide proper instruction and training to charter organizations, districts, and troops relative to the planning, preparation, and conduct of Boy Scout hikes;
- i. Failure to provide proper instruction and training to charter organizations, districts, and troops relative to recognizing and responding to emergency situations on Boy Scout hikes;
- j. Failure to provide proper instruction and training to charter organizations, districts, and troops relative to the selection of Scoutmasters;
- k. Failure to provide adequate and proper instruction and training to Scoutmasters relative to the planning, preparation, and conduct of Boy Scout hikes;
- l. Failure to provide adequate and proper instruction and training to Scoutmasters relative to recognizing and responding to emergency situations on Boy Scout hikes;
- m. Failure to provide adequate and proper supervision to charter organizations, troop units, and Scoutmasters relative to the planning, preparation, and conduct of Boy Scout hikes;
- n. Failure to provide adequate and proper supervision to charter organizations, troop units, and Scoutmasters relative to recognizing and responding to emergency situations on Boy Scout hikes;
- o. Failure to provide adequate and proper supervision to charter organizations relative to the selection of Scoutmasters;
- p. Failing to properly review and evaluate the performance of Scoutmasters;

- q. Failing to ensure that Howard K. Crompton and Andrew L. Schmidt were properly trained and competent to carry out the Hike without causing injury and death to a scout;
- r. Any and all other acts or omissions that constitute a failure to use reasonable care that are discovered during the course of this lawsuit.

108. Defendant South Florida Council knew or should have known that their negligent acts and omissions as set forth above would result in injury and/or death to Michael Sclawy-Adelman.

109. As a direct and proximate result of the aforementioned negligence of Defendant South Florida Council, minor Michael Sclawy-Adelman died in the Florida Everglades.

110. Plaintiffs suffered damages as a direct and proximate result of the negligence of Defendant South Florida Council which resulted in the death of Michael Sclawy-Adelman.

111. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant South Florida Council in excess of the minimal jurisdictional limits of this court, as well as pre-judgment interest as allowed by law, post-judgment interest as allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable.

COUNT VII

THE SOUTH FLORIDA COUNCIL INC., BOY SCOUTS OF AMERICA: NEGLIGENT SELECTION AND RETENTION OF SCOUTMASTERS

112. Plaintiffs affirm and re-allege paragraphs 1 through 34 , and 96-105, as if fully set forth herein, and alternatively and concurrently further allege that:

113. Defendant South Florida Council as a chartered organization of Defendant Boy Scouts of America, knew or should have known that minor Boy Scouts look to their Scoutmasters to lead, guide, and help them realize the experience and promise of Scouting.

114. Plaintiffs entrusted the health, safety, and well-being of their son to Defendants Howard Crompton and Andrew Schmidt, who stood in the place of Michael Sclawy-Adelman's parents while the minor was participating in the Boy Scout organized and approved Hike.

115. Plaintiffs additionally entrusted the health, safety, and well-being of their son to Defendants Howard Crompton and Andrew Schmidt, based upon the indicia of competence, expertise, and safety bestowed upon Defendants Howard Crompton and Andrew Schmidt by the Boys Scouts of America, the South Florida Council, and Plantation United Methodist Church.

116. Plaintiffs justifiably relied upon Defendants Howard Crompton and Andrew Schmidt as Scoutmasters and to safely conduct the Hike, and to use reasonable care for the health, safety, and well-being of their son Michael Sclawy-Adelman.

117. Defendant South Florida Council, as the body which had the responsibility for approving the application of, and training Scoutmasters, including Defendant Howard K. Crompton and Andrew L. Schmidt, had a duty to use reasonable care in the selection and retention of Scoutmasters for Troop 111 of the Pine Island District.

118. Defendant South Florida Council's duty arose in part from the facts of this particular case, including the special relationship which existed between South Florida Council, the Scoutmaster and the minor scouts which inherently arises out of the approval process of all scoutmasters for a local troop.

119. In order to comply with their responsibility as a chartered organization of the Boy Scouts of America, Defendant South Florida Council was required to make an appropriate investigation of Defendant Scoutmasters Howard Crompton and Andrew Schmidt.

120. Defendant South Florida Council failed to make an appropriate investigation of Defendant Scoutmasters Howard Crompton and Andrew Schmidt.

121. An appropriate investigation would have revealed the unsuitability of both Defendant Howard Crompton and Andrew Schmidt for the Scoutmaster positions of trust which South Florida Council bestowed upon them, in particular their unsuitability for leading the subject Hike.

122. Defendant South Florida Council knew or should have known that Howard K. Crompton and Andrew L. Schmidt were not properly prepared to recognize the signs of distress which Michael Sclawy-Adelman exhibited on the day of his death.

123. Defendant South Florida Council knew or should have known that Howard K. Crompton and Andrew L. Schmidt were not properly certified in first aid through the American Red Cross or any other recognized agency or organization.

124. Defendant South Florida Council knew or should have known that Defendants Howard K. Crompton and Andrew L. Schmidt were unfit Scoutmasters to competently and safely plan and conduct a 20 mile Boy Scout hike through the Florida Everglades.

125. Defendant South Florida Council knew or should have known that Defendants Howard K. Crompton and Andrew L. Schmidt were not properly trained in appropriate emergency planning, procedures, and medicine.

126. Defendant South Florida Council knew or should have known that Defendants Howard K. Crompton and Andrew L. Schmidt lacked the appropriate level of experience and training to properly lead Boy Scouts.

127. Defendant South Florida Council knew or should have known that Defendant Andrew L. Schmidt had a reputation for pushing minor Boy Scouts beyond their limits.

128. As such, it was unreasonable for Defendant South Florida Council to select, retain and/or approve Defendants Defendants Howard K. Crompton and Andrew L. Schmidt for the position of Scoutmaster.

129. Defendant South Florida Council had a duty to minor Michael Sclawy-Adelman to use reasonable care in the selection and retention of Scoutmasters for Boy Scout Troop 111 of the Pine Island District of the South Florida Council, in particular Defendants Howard K. Crompton and Andrew L. Schmidt.

130. In addition to the aforementioned acts or omissions, Defendant South Florida Council was negligent and breached its duty of care by selecting and retaining Scoutmasters Howard K. Crompton and Andrew L. Schmidt, and committing the following acts or omissions, including, but not limited to:

- a. Failing to undertake an appropriate investigation into the suitability of Defendants Howard K. Crompton and Andrew L. Schmidt to act as Scoutmasters;
- b. Improperly selecting and/or appointing Defendants Howard K. Crompton and Andrew L. Schmidt to act as Scoutmasters;

- c. Failing to adequately, properly, and timely review the performance of Defendants Howard K. Crompton and Andrew L. Schmidt as Scoutmasters;
- d. Failing to ensure that Howard K. Crompton and Andrew L. Schmidt could competently and safely plan and conduct a 20 mile hike in the Florida Everglades without endangering the lives of the scouts on the Hike;
- e. Improperly retaining Defendants Howard K. Crompton and Andrew L. Schmidt to act as Scoutmasters;
- f. Retaining Howard K. Crompton and Andrew L. Schmidt as Scoutmasters when they were not properly and adequately trained, instructed, or versed in acting as Scoutmasters;
- g. Retaining Scoutmasters Howard K. Crompton and Andrew L. Schmidt as Scoutmasters when they did not display a proper degree of reasonable care in the performance of Scouting activities;
- h. Any and all other acts or omissions that constitute a failure to use reasonable care in the selection and retention of Scoutmasters for Boy Scout Troop 111 of the Pine Island District of the South Florida Council Inc., Boy Scouts of America that are discovered during the course of this lawsuit.

131. As a direct and proximate result of the aforementioned negligence of Defendant South Florida Council, minor Michael Sclawy-Adelman died in the Florida Everglades.

132. Plaintiffs suffered damages as a direct and proximate result of the negligence and carelessness of Defendant South Florida Council which resulted in the death of Michael Sclawy-Adelman.

133. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant South Florida Council in excess of the minimal jurisdictional limits of this court, as well as pre-judgment interest as allowed by law, post-judgment interest as allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable.

COUNT VIII

**THE SOUTH FLORIDA COUNCIL INC., BOY SCOUTS OF AMERICA:
NEGLIGENT SUPERVISION**

134. Plaintiffs affirm and re-allege paragraphs 1 through 34, 96-105, and 113-128, as if fully set forth herein, and alternatively and concurrently further allege that:

135. Defendant South Florida Council had a duty to minor Boy Scout Michael Sclawy-Adelman to use reasonable care in the supervision of Scoutmasters Howard K. Crompton and Andrew L. Schmidt.

136. Defendant South Florida Council was negligent and breached its duty of care by committing the following acts or omissions, including, but not limited to:

- a. Approving the subject 20 mile hike through the Florida Everglades;
- b. Failing to prevent these Scoutmasters from conducting a 20 mile hike through the Florida Everglades in 100 degree Fahrenheit temperatures;
- c. Failing to ensure that these Scoutmasters were properly and adequately conducting Scouting activities;
- d. Failing to ensure that these Scoutmasters were properly and adequately instructed and trained in conducting Scouting activities;
- e. Failing to ensure that these Scoutmasters were properly and adequately abiding by National, State, and Local guidelines and standards, including those of the Boys Scouts of America, for conducting Scouting activities, in particular, hiking;

- f. Failing to properly and timely review the performance of Scoutmasters Howard K. Crompton and Andrew L. Schmidt;
- g. Failing to ensure that Howard K. Crompton and Andrew L. Schmidt were properly trained to recognize and respond to emergency situations.
- h. Failing to ensure that Howard K. Crompton and Andrew L. Schmidt could competently and safely lead a 20 mile hike in the Florida Everglades in 100 degree heat without endangering the lives of the scouts on the Hike;
- i. Any and all other acts or omissions that constitute a failure to use reasonable care in the selection and retention of Scoutmasters for Boy Scout Troop 111 of the Pine Island District of the South Florida Council Inc., Boy Scouts of America that are discovered during the course of this lawsuit.

137. As a direct and proximate result of the aforementioned negligence of Defendant South Florida Council, minor Michael Sclawy-Adelman died in the Florida Everglades.

138. Plaintiffs suffered damages as a direct and proximate result of the negligence and carelessness of Defendant South Florida Council which resulted in the death of Michael Sclawy-Adelman.

139. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant South Florida Council in excess of the minimal jurisdictional limits of this court, as well

as pre-judgment interest as allowed by law, post-judgment interest as allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable.

COUNT IX

NEGLIGENCE OF PLANTATION UNITED METHODIST CHURCH

140. Plaintiffs affirm and re-allege paragraphs 1 through 34 as if fully set forth herein, and alternatively and concurrently further allege that:

141. By accepting its charter from Boy Scouts of America, Defendant Plantation United Methodist Church agreed to provide, and did provide, services and support for each troop its region, in particular Troop 111 of the Pine Island District.

142. It was the responsibility of Defendant Plantation United Methodist Church as an organization chartered by Defendant Boy Scouts of America to provide adequate facilities, supervision, and leadership to Troop 111, and to provide the youth members of the Troop with a quality scouting experience based on the guidelines, policies, and programs of Defendant Boy Scouts of America.

143. Defendant Plantation United Methodist Church was required to select Scoutmasters and approve leadership at the Troop level, and did in fact select and approve the persons who were Scoutmasters.

144. Defendant Plantation United Methodist Church, pursuant to its charter from Defendant Boy Scouts of America, was responsible for, and accepted the responsibility for, the quality of its scouting program, including the program and services provided to Troop 111 of the Pine Island District.

145. Defendant Plantation United Methodist Church was responsible for ensuring adequate leadership for the local troops in its region, in particular Troop 111 of the Pine Island District.

146. Defendant Plantation United Methodist Church had a duty to use reasonable care for the health, safety, and well-being of Boy Scout Michael Sclawy-Adelman.

147. Defendant Plantation United Methodist Church was negligent and breached its duty to use reasonable care for the health, safety, and well-being of Boy Scout Michael Sclawy-Adelman by committing the following acts or omissions, including, but not limited to:

- a. Allowing the subject 20 mile hike through the Florida Everglades to take place;
- b. Failure to adopt and implement adequate guidelines for the planning, preparation, and conduct of Boy Scout hikes;
- c. Failure to adopt and implement adequate guidelines for recognizing and responding to emergency situations on Boy Scout hikes;
- d. Failure to adopt and implement adequate guidelines and standards for the selection of Scoutmasters;
- e. Failure to adopt and implement adequate policies, protocols, and procedures for the planning, preparation, and conduct of Boy Scout hikes;
- f. Failure to adopt and implement adequate policies, protocols, and procedures for recognizing and responding to emergency situations of Boy Scout hikes;
- g. Failure to adopt and implement adequate policies, protocols, and procedures for the selection of Scoutmasters;
- h. Failure to provide proper instruction and training for the planning, preparation, and conduct of Boy Scout hikes;
- i. Failure to provide proper instruction and training for responding to emergency situations on Boy Scout hikes;
- j. Failure to provide proper instruction and training for the selection of Scoutmasters;
- k. Failure to provide adequate and proper instruction and training to Scoutmasters relative to the planning, preparation, and conduct of Boy Scout hikes;

- l. Failure to provide adequate and proper instruction and training to Scoutmasters relative to recognizing and responding to emergency situations on Boy Scout hikes;
- m. Failure to provide adequate and proper supervision of troop units and Scoutmasters relative to the planning, preparation, and conduct of Boy Scout hikes;
- n. Failure to provide adequate and proper supervision of troop units and Scoutmasters relative to recognizing and responding to emergency situations on Boy Scout hikes;
- o. Failure to provide adequate and proper supervision relative to the selection of Scoutmasters;
- p. Failing to properly review and evaluate the performance of Scoutmasters;
- q. Failing to ensure that Howard K. Crompton and Andrew L. Schmidt were properly trained and competent to carry out the Hike without causing injury and death to a scout;
- r. Any and all other acts or omissions that constitute a failure to use reasonable care that are discovered during the course of this lawsuit.

148. Defendant Plantation United Methodist Church knew or should have known that its negligent acts and omissions as set forth above would result in injury and/or death to Michael Sclawy-Adelman.

149. As a direct and proximate result of the aforementioned negligence of Defendant Plantation United Methodist Church, minor Michael Sclawy-Adelman died in the Florida Everglades.

150. Plaintiffs suffered damages as a direct and proximate result of the negligence of Defendant Plantation United Methodist Church which resulted in the death of Michael Sclawy-Adelman.

151. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act

(Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant Plantation United Methodist Church in excess of the minimal jurisdictional limits of this court, as well as pre-judgment interest as allowed by law, post-judgment interest as allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable.

COUNT X

**PLANTATION UNITED METHODIST CHURCH:
NEGLIGENT SELECTION AND RETENTION OF SCOUTMASTERS**

152. Plaintiffs affirm and re-allege paragraphs 1 through 34, and 141-145, as if fully set forth herein, and alternatively and concurrently further allege that:

153. Defendant Plantation United Methodist Church as a chartered organization of Defendant Boy Scouts of America, knew or should have known that minor Boy Scouts look to their Scoutmasters to lead, guide, and help them realize the experience and promise of Scouting.

154. Plaintiffs entrusted the health, safety, and well-being of their son to Defendants Howard Crompton and Andrew Schmidt, who stood in the place of Michael Sclawy-Adelman's parents while the minor was participating in the Boy Scout organized and approved Hike.

155. Plaintiffs additionally entrusted the health, safety, and well-being of their son to Defendants Howard Crompton and Andrew Schmidt, based upon the indicia of competence,

expertise, and safety bestowed upon Defendants Howard Crompton and Andrew Schmidt by the Boys Scouts of America, the South Florida Council, and Plantation United Methodist Church.

156. Plaintiffs justifiably relied upon Defendants Howard Crompton and Andrew Schmidt to safely conduct the Hike, and to use reasonable care for the health, safety, and well-being of their son Michael Sclawy-Adelman.

157. Defendant Plantation United Methodist Church, as the body which had the responsibility for approving the application of, and training Scoutmasters, including Defendant Howard K. Crompton and Andrew L. Schmidt, had a duty to use reasonable care in the selection and retention of Scoutmasters for Troop 111 of the Pine Island District.

158. Defendant Plantation United Methodist Church's duty arose in part from the facts of this particular case, including the special relationship which existed between South Florida Council, the Scoutmaster and the minor scouts which inherently arises out of the approval process of all scoutmasters for a local troop.

159. In order to comply with their responsibility as a chartered organization of the Boy Scouts of America, Defendant Plantation United Methodist Church was required to make an appropriate investigation of Defendant Scoutmasters Howard Crompton and Andrew Schmidt.

160. Defendant Plantation United Methodist Church failed to make an appropriate investigation of Defendant Scoutmasters Howard Crompton and Andrew Schmidt.

161. An appropriate investigation would have revealed the unsuitability of both Defendant Howard Crompton and Andrew Schmidt for the Scoutmaster positions of trust which South Florida Council bestowed upon them, in particular their unsuitability for leading the subject Hike.

162. Defendant Plantation United Methodist Church knew or should have known that Howard K. Crompton and Andrew L. Schmidt were not properly prepared to recognize the signs of distress which Michael Sclawy-Adelman exhibited on the day of his death.

163. Defendant Plantation United Methodist Church knew or should have known that Howard K. Crompton and Andrew L. Schmidt were not properly certified in first aid through the American Red Cross or any other recognized agency or organization.

164. Defendant Plantation United Methodist Church knew or should have known that Defendants Howard K. Crompton and Andrew L. Schmidt were unfit Scoutmasters to competently and safely plan and conduct a 20 mile Boy Scout hike through the Florida Everglades.

165. Defendant Plantation United Methodist Church knew or should have known that Defendants Howard K. Crompton and Andrew L. Schmidt were not properly trained in appropriate emergency planning, procedures, and medicine.

166. Defendant Plantation United Methodist Church knew or should have known that Defendants Howard K. Crompton and Andrew L. Schmidt lacked the appropriate level of experience and training to properly lead Boy Scouts.

167. Defendant Plantation United Methodist Church knew or should have known that Defendant Andrew L. Schmidt had a reputation for pushing minor Boy Scouts beyond their limits.

168. As such, it was unreasonable for Defendant Plantation United Methodist Church to select, retain and/or approve Defendants Defendants Howard K. Crompton and Andrew L. Schmidt for the position of Scoutmaster.

169. Defendant Plantation United Methodist Church had a duty to minor Michael Sclawy-Adelman to use reasonable care in the selection and retention of Scoutmasters for Boy Scout Troop 111 of the Pine Island District of the South Florida Council, in particular Defendants Howard K. Crompton and Andrew L. Schmidt.

170. In addition to the aforementioned acts or omissions, Defendant Plantation United Methodist Church was negligent and breached its duty of care by selecting and retaining Scoutmasters Howard K. Crompton and Andrew L. Schmidt, and committing the following acts or omissions, including, but not limited to:

- a. Failing to undertake an appropriate investigation into the suitability of Defendants Howard K. Crompton and Andrew L. Schmidt to act as Scoutmasters.
- b. Improperly selecting and/or appointing Defendants Howard K. Crompton and Andrew L. Schmidt to act as Scoutmasters.
- c. Failing to adequately, properly, and timely review the performance of Defendants Howard K. Crompton and Andrew L. Schmidt as Scoutmasters.
- d. Failing to ensure that Howard K. Crompton and Andrew L. Schmidt could competently and safely plan and conduct a 20 mile hike in the Florida Everglades without endangering the lives of the scouts on the Hike.
- e. Improperly retaining Defendants Howard K. Crompton and Andrew L. Schmidt to act as Scoutmasters.
- f. Retaining Howard K. Crompton and Andrew L. Schmidt as Scoutmasters when they were not properly and adequately trained, instructed, or versed in acting as Scoutmasters;

- g. Retaining Scoutmasters Howard K. Crompton and Andrew L. Schmidt as Scoutmasters when they did not display a proper degree of reasonable care in the performance of Scouting activities;
- h. Any and all other acts or omissions that constitute a failure to use reasonable care in the selection and retention of Scoutmasters for Boy Scout Troop 111 of the Pine Island District of the South Florida Council Inc., Boy Scouts of America that are discovered during the course of this lawsuit.

171. As a direct and proximate result of the aforementioned negligence of Defendant Plantation United Methodist Church, minor Michael Sclawy-Adelman died in the Florida Everglades.

172. Plaintiffs suffered damages as a direct and proximate result of the negligence and carelessness of Defendant Plantation United Methodist Church which resulted in the death of Michael Sclawy-Adelman.

173. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant Plantation United Methodist Church in excess of the minimal jurisdictional limits of this court, as well as pre-judgment interest as allowed by law, post-judgment interest as allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable.

COUNT XI

PLANTATION UNITED METHODIST CHURCH: NEGLIGENT SUPERVISION

174. Plaintiffs affirm and re-allege paragraphs 1 through 34, 141-145, and 153-168, as if fully set forth herein, and alternatively and concurrently further allege that:

175. Defendant Plantation United Methodist Church had a duty to minor Boy Scout Michael Sclawy-Adelman to use reasonable care in the supervision of Scoutmasters Howard K. Crompton and Andrew L. Schmidt.

176. Defendant Plantation United Methodist Church was negligent and breached its duty of care by committing the following acts or omissions, including, but not limited to:

- a. Allowing the subject 20 mile hike through the Florida Everglades to take place;
- b. Failing to prevent these Scoutmasters from conducting a 20 mile hike through the Florida Everglades in 100 degree Fahrenheit temperatures;
- c. Failing to ensure that these Scoutmasters were properly and adequately conducting Scouting activities;
- d. Failing to ensure that these Scoutmasters were properly and adequately instructed and trained in conducting Scouting activities;
- e. Failing to ensure that these Scoutmasters were properly and adequately abiding by National, State, and Local guidelines and standards, including those of the Boys Scouts of America, for conducting Scouting activities, in particular, hiking;
- f. Failing to properly and timely review the performance of Scoutmasters Howard K. Crompton and Andrew L. Schmidt;
- g. Failing to ensure that Howard K. Crompton and Andrew L. Schmidt were properly trained to recognize and respond to emergency situations.
- h. Failing to ensure that Howard K. Crompton and Andrew L. Schmidt could competently and safely lead a 20 mile hike in the Florida Everglades in 100 degree heat without endangering the lives of the scouts on the Hike;

- i. Any and all other acts or omissions that constitute a failure to use reasonable care in the selection and retention of Scoutmasters for Boy Scout Troop 111 of the Pine Island District of the South Florida Council Inc., Boy Scouts of America that are discovered during the course of this lawsuit.

177. As a direct and proximate result of the aforementioned negligence of Defendant Plantation United Methodist Church, minor Michael Sclawy-Adelman died in the Florida Everglades.

178. Plaintiffs suffered damages as a direct and proximate result of the negligence and carelessness of Defendant Plantation United Methodist Church which resulted in the death of Michael Sclawy-Adelman.

179. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant Plantation United Methodist Church in excess of the minimal jurisdictional limits of this court, as well as pre-judgment interest as allowed by law, post-judgment interest as allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable.

COUNT XII

PLANTATION UNITED METHODIST CHURCH: VICARIOUS LIABILITY FOR ACTS OF HOWARD K. CROMPTON

180. Plaintiffs affirm and re-allege paragraphs 1 through 34, as if fully set forth herein, and alternatively and concurrently further allege that:

181. On or about May 9, 2009, Defendant Howard K. Crompton was an employee, servant, agent, or apparent agent of Defendant Plantation United Methodist Church, performing as a Scoutmaster for Boy Scout Troop 111 of the Pine Island District. Defendant Plantation United Methodist Church sponsors and supports Troop 111.

182. Defendant Howard K. Crompton was selected by Defendant Plantation United Methodist Church to serve as a Scoutmaster for Boy Scout Troop 111 of the Pine Island District. Defendant Crompton's application to be a Scoutmaster required approval by the Church. A special Church committee was appointed by the Church to oversee and administer Troop 111, in conjunction with Defendant South Florida Council and Defendant Boy Scouts of America and in compliance with Defendant Boy Scouts of America and Defendant South Florida Council, rules, regulations, guidelines, and mandates.

183. At all times material on May 9, 2009, Defendant Howard K. Crompton was serving in his role as Scoutmaster for Boy Scout Troop 111 of the Pine Island District.

184. Plaintiffs entrusted the health, safety, and well-being of their son to Defendant Howard Crompton, who stood in the place of Michael Sclawy-Adelman's parents while the minor was participating in the Boy Scout organized and approved Hike.

185. Plaintiffs additionally entrusted the health, safety, and well-being of their son to Defendant Howard Crompton, based upon the indicia of competence, expertise, and safety bestowed upon Defendant Howard Crompton by the Boys Scouts of America, the South Florida Council, and Plantation United Methodist Church.

186. Plaintiffs justifiably relied upon Defendant Howard Crompton as a Scoutmasters to safely conduct the Hike, and to use reasonable care for the health, safety, and well-being of their son Michael Sclawy-Adelman.

187. Defendant Howard K. Crompton, as an adult Scoutmaster who organized, planned, and led three minor Boy Scouts, in particular minor Michael Sclawy-Adelman, on a 20-mile hike through the Florida Everglades, had a duty to use reasonable care for the health, safety, and well-being of Michael Sclawy-Adelman.

188. Defendant Howard K. Crompton, was negligent and breached his duty to use reasonable care for the health, safety, and well-being of Michael Sclawy-Adelman, and pursuant to Florida law, Defendant Plantation United Methodist Church is vicariously liable for the negligent acts or omissions of Defendant Howard K. Crompton which include, but are not limited to:

- a. Planning a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;
- b. Conducting a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;
- c. Failing to obtain proper and accurate weather information for the day of the hike;
- d. Failing to follow guidelines for hiking established by local, state, and national organizations, including the Boy Scouts of America;
- e. Failing to follow policies, protocols, and procedures for hiking established by local, state, and national organizations, including the Boy Scouts of America;

- f. Failing to undertake proper training for leading minors on the Hike;
- g. Failing to properly recognize the signs and symptoms of heat exhaustion and heat stroke;
- h. Failing to take proper action after Michael Sclawy-Adelman began to show signs of distress.
- i. Continuing the Hike after Michael Sclawy-Adelman began to show signs of distress.
- j. Failing to have proper communication equipment for the Hike;
- k. Failing to have proper equipment for the Hike;
- l. Failing to recognize an emergency situation;
- m. Failing to properly and timely respond to an emergency situation;
- n. Failing to undertake adequate emergency planning;
- o. Failing to otherwise properly plan for the subject Hike;
- p. Failing to otherwise properly prepare for the subject Hike;
- q. Failing to otherwise properly conduct the subject Hike;
- r. Any and all other acts or omissions that constitute a failure to use reasonable care that are discovered during the course of this lawsuit.

189. As a direct and proximate result of the aforementioned negligence of Defendant Howard K. Crompton, for whom Defendant Plantation United Methodist Church is vicariously liable, minor Michael Sclawy-Adelman died in the Florida Everglades.

190. Plaintiffs suffered damages as a direct and proximate result of the negligence and carelessness of Defendant Howard K. Crompton, for whom Defendant Plantation United Methodist Church is vicariously liable, and which resulted in the death of Michael Sclawy-Adelman.

191. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant Plantation United Methodist Church in excess of the minimal jurisdictional limits of this court, as well as pre-judgment interest as allowed by law, post-judgment interest as allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable.

COUNT XIII

PLANTATION UNITED METHODIST CHURCH: VICARIOUS LIABILITY FOR ACTS OF ANDREW L. SCHMIDT

192. Plaintiffs affirm and re-allege paragraphs 1 through 34, as if fully set forth herein, and alternatively and concurrently further allege that:

193. On or about May 9, 2009, Defendant Andrew L. Schmidt was an employee, servant, agent, or apparent agent of Defendant Plantation United Methodist Church, performing as a Scoutmaster for Boy Scout Troop 111 of the Pine Island District. Plantation United Methodist Church sponsors and supports Troop 111.

194. Defendant Andrew L. Schmidt was selected by Defendant United Methodist Church to serve as a Scoutmaster for Boy Scout Troop 111 of the Pine Island District.

195. Defendant Schmidt's application to be a Scoutmaster required approval by the Church. A special Church committee was appointed by the Church to oversee and administer Troop 111, in conjunction with Defendant South Florida Council and Defendant Boy Scouts of America and in compliance with Defendant Boy Scouts of America and Defendant South Florida Council, rules, regulations, guidelines, and mandates.

196. At all times material on May 9, 2009, Defendant Andrew L. Schmidt was serving in his role as Scoutmaster for Boy Scout Troop 111 of the Pine Island District.

197. Plaintiffs entrusted the health, safety, and well-being of their son to Defendant Andrew Schmidt, who stood in the place of Michael Sclawy-Adelman's parents while the minor was participating in the Boy Scout organized and approved Hike.

198. Plaintiffs additionally entrusted the health, safety, and well-being of their son to Defendant Andrew Schmidt, based upon the indicia of competence, expertise, and safety bestowed upon Defendant Andrew Schmidt by the Boys Scouts of America, the South Florida Council, and Plantation United Methodist Church.

199. Plaintiffs justifiably relied upon Defendant Andrew Schmidt as a Scoutmaster to safely conduct the Hike, and to use reasonable care for the health, safety, and well-being of their son Michael Sclawy-Adelman.

200. Defendant Andrew L. Schmidt as an adult Scoutmaster who organized, planned, and led three minor Boy Scouts, in particular minor Michael Sclawy-Adelman, on a 20-mile hike through the Florida Everglades, had a duty to use reasonable care for the health, safety, and well-being of Michael Sclawy-Adelman.

201. Defendant Andrew L. Schmidt was negligent and breached his duty to use reasonable care for the health, safety, and well-being of Michael Sclawy-Adelman, and pursuant to Florida law, Defendant Plantation United Methodist Church is vicariously liable for the negligent acts or omissions of Defendant Andrew L. Schmidt which include, but are not limited to:

- a. Planning a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;
- b. Conducting a 20-mile hike through the Florida Everglades in 100 degree Fahrenheit weather;
- c. Failing to obtain proper and accurate weather information for the day of the hike;
- d. Failing to follow guidelines for hiking established by local, state, and national organizations, including the Boy Scouts of America;
- e. Failing to follow policies, protocols, and procedures for hiking established by local, state, and national organizations, including the Boy Scouts of America;
- f. Failing to undertake proper training for leading minors on the Hike;
- g. Failing to properly recognize the signs and symptoms of heat exhaustion and heat stroke;
- h. Failing to take proper action after Michael Sclawy-Adelman began to show signs of distress.
- i. Continuing the Hike after Michael Sclawy-Adelman began to show signs of distress.
- j. Failing to have proper communication equipment for the Hike;
- k. Failing to have proper equipment for the Hike;
- l. Failing to recognize an emergency situation;
- m. Failing to properly and timely respond to an emergency situation;
- n. Failing to undertake adequate emergency planning;
- o. Failing to otherwise properly plan for the subject Hike;
- p. Failing to otherwise properly prepare for the subject Hike;
- q. Failing to otherwise properly conduct the subject Hike;

r. Any and all other acts or omissions that constitute a failure to use reasonable care that are discovered during the course of this lawsuit.

202. As a direct and proximate result of the aforementioned negligence of Defendant Andrew L. Schmidt, for whom Defendant Plantation United Methodist Church is vicariously liable, minor Michael Sclawy-Adelman died in the Florida Everglades.

203. Plaintiffs suffered damages as a direct and proximate result of the negligence and carelessness of Defendant Andrew L. Schmidt, for whom Defendant Plantation United Methodist Church is vicariously liable, and which resulted in the death of Michael Sclawy-Adelman.

204. Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman, claim all damages allowed by Florida's Wrongful Death Act (Florida Statute §768 et. seq.), including, but not limited to mental pain and suffering, loss of consortium, companionship, affection and protection, medical expenses and/or funeral expenses, loss of support and services, contributions in kind, loss of net accumulations, and loss of household services, and any and all elements of damages allowable under Florida law.

WHEREFORE, Plaintiffs Howard Adelman and Judith Sclawy as Co-Personal Representatives of the Estate of Michael Sclawy-Adelman demand judgment for damages against Defendant Plantation United Methodist Church in excess of the minimal jurisdictional limits of this court, as well as pre-judgment interest as allowed by law, post-judgment interest as allowed by law, and costs to the extent permitted by law, and demand trial by jury of all issues so triable.

Dated: August 3, 2010

Respectfully submitted,

/s/ MARK A. SYLVESTER
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 3, 2010, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

/s/ MARK A. SYLVESTER
MARK A. SYLVESTER

SERVICE LIST

**HOWARD ADELMAN AND JUDITH SCLAWY-ADELMAN
VS.
BOY SCOUTS OF AMERICA, et al
CASE NO.: 10-CV-22236-ASG**

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

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