

Neutral's Settlement Recommendation to Settlement Trustee
Ronald "Todd" Anthony Grantham, Claimant
Case # SST- [REDACTED]

I. Introduction

This Settlement Recommendation is made under the Trust Distribution Procedures for Abuse Claims ("TDP") which requires the undersigned Neutral to make a Settlement Recommendation to the Settlement Trustee seeking to replicate, to the extent possible, the amount a reasonable jury might award for the Direct Abuse Claim, taking into account the relative shares of fault that may be attributed to any parties potentially responsible for the Direct Abuse Claim under applicable law and applying the same standard of proof that would apply under applicable law.

II. The Neutral Assigned

A. Donald G. Wilkerson, the undersigned Neutral, who is a retired judge with tort experience, was assigned the above matter on August 13, 2024.

III. Parties

- A. *Claimant:* Ronald Grantham
- B. *Counsel for Claimant:* Jordan Egan and Sam Colich and Amy Weaver, paralegal
- C. *Responsible Insurer(s) and Counsel:* Allianz Insurers – Jaqueline Welch and Andrea Larsen; AIG Insurers – William Badinelli

IV. Date, Time, and Place of Hearing

- A. *Date:* August 8, 2025
- B. *Time:* 9:00 am - 5:00 pm (CST)
- C. *Place:* via Zoom videoconferencing

V. Relevant Pretrial Proceedings if any

- A. *The operative Complaint is found at 17:05:15:678 in Claimant's portal.*
- B. *The operative Answers or responsive pleading filed by the Responsible Insurers are found at 20:29:49:687 [AIG Insurers]; 16:33:25:723 [Allianz Insurers]; 22:18:00:729 [Sompo]; 18:49:39:014 [Arrowood] in Claimant's portal.*

VI. The Hearing

- A. *Witnesses*
 - 1. Ronald Grantham
 - 2. Dr. Gary Schoener (via declaration)
 - 3. Mike Johnson (via declaration)
 - 4. Tiffany White
 - 5. Dr. Stuart Bassman
 - 6. Dr. Kirk Heilbrun
- B. *Exhibits*
 - Admitted:*
 - 1. Claimant's Number 1

2. Claimant's Number 2
3. Claimant's Number 3
4. Claimant's Number 4
5. Claimant's Number 5
6. Claimant's Number 6
7. Claimant's Number 7
8. Claimant's Number 8
9. Claimant's Number 10
10. Claimant's Number 11
11. Claimant's Number 12
12. Claimant's Number 13
13. Claimant's Number 14
14. Claimant's Number 15
15. Claimant's Number 16
16. Insurers' Number 1
17. Insurers' Number 2
18. Insurers' Number 3
19. Insurers' Number 4
20. Insurers' Number 5
21. Insurers' Number 6
22. Insurers' Number 7
23. Insurers' Number 8

Refused: None

C. *Method of preserving the Record:* stenography by Certified Court Reporter

D. *Date and Time Hearing Concluded:* August 8, 2025, at 5:00 pm (CST)

VII. *Neutral's Finding of Facts and Conclusions of Law*

A. *The Claimant contends he is a Direct Abuse Claimant within the meaning of the TDP and was in a scouting unit or attended a Scouting related event where the abuse occurred. The Claimant offered the following evidence to substantiate this contention:*

Ronald "Todd" Grantham ("Grantham" or "Claimant") alleges he was abused by Norman Hoyt Kee, while he participated in the Boy Scouts of America Troop 181 in West Monroe, Louisiana. Claimant maintains that while he was an adolescent he was sexually abused by Kee who used his authority as an adult Scouting troop leader. Grantham alleges that Kee isolated him, forcibly manipulated his penis, orally copulated with his penis, forcibly rubbed his penis against Grantham's penis, and forced Grantham to manipulate his penis. Claimant maintains that the abuse he suffered as a boy scout in Troop 181 by Kee has left him with a lifetime of devastating harm.

Based upon the evidence, the undersigned finds that:

Ronald Grantham was a member of Boy Scout Troop 181 in West Monroe, Louisiana in 1981-84. While Grantham was a member of Troop 181 Norman Hoyt Kee was the troop's Scoutmaster.

See Claimant's Exhibit 3 1983 Troop 181 Roster that lists Norman Kee as Scoutmaster; Claimant's

Exhibit 4 - Photo of Troop 181 that includes Ronald Grantham; Claimant's Exhibit 5 - Photo of Ronald Grantham in his Boy Scout Uniform; and the testimony of Ronald Grantham.

More fully set out in Insert No. 1 attached hereto.

B. The Direct Abuse Claimant must provide evidence that the perpetrator was in a Scouting unit, worked or volunteered with a Scouting unit, worked, or volunteered with a Local Council, Chartered Organization or the BSA, or worked or volunteered at a Scouting- related event where the Abuse occurred.

Based upon the evidence, the undersigned finds that:

Ronald Grantham was a member of Boy Scout Troop 181 in West Monroe, Louisiana in 1981-84. While Grantham was a member of Troop 181 Norman Hoyt Kee was the troop's Scoutmaster.

See Claimant's Exhibit 3 1983 Troop 181 Roster that lists Norman Kee as Scoutmaster; Claimant's Exhibit 4 - Photo of Troop 181 that includes Ronald Grantham; Claimant's Exhibit 5 - Photo of Ronald Grantham in his Boy Scout Uniform; and the testimony of Ronald Grantham.

More fully set out in Insert No. 1 attached hereto.

C. The Direct Abuse Claimant must provide evidence that the claim is timely under the applicable statute of limitations, including satisfying any recognized exception to the relevant statute of limitations under the applicable state law.

Grantham's claims are timely pursuant to Louisiana law. In accordance with La. R.S. § 9:2800.9(D), Grantham had until June 13, 2024, to file a petition for damages for the sexual abuse he suffered as a minor. During this window, Todd filed a timely proof of claim in the BSA bankruptcy.

D. The Direct Abuse Claimant must provide evidence that one or more of the BSA, Local Council or Chartered Organization was negligent or is otherwise liable on account of a Direct Abuse Claim, and evidence regarding the Direct Abuse Claimant's damages (such as medical and counseling records and/or a sworn statement from a family member, significant other, or relative who, in each case, will agree to a deposition by the Neutral) or benchmark judgments or settlements relevant to the damages claimed. Damages must be supported by an expert report (the cost of which shall be paid by the Direct Abuse Claimant).

The undersigned makes the following findings and conclusions regarding the above:

The Arbitrator FINDS that Claimant Ronald Gratham has presented evidence that the BSA was negligent and was also vicariously liable for harm done by the perpetrator of the sexual abuse, Norman Kee. The Local Council and White's Ferry Road Church were not liable. Submitted evidence including testimony, depositions and expert reports. The Arbitrator considered benchmark judgments in reaching his decision. All the facts and reasoning are more fully set out in Insert No. 1 attached hereto.

E. The Neutral is to consider and apply any defense that would otherwise be available in the tort system.

The undersigned makes the following findings and conclusions regarding the above:

See Insert No. 1 attached hereto.

VIII. Claims Administrators Statement of Issues

Not applicable in that the Claims Administrator had no identifiable issues for the Neutral to consider when formulating the Settlement Recommendation.

IX. Recommendation of Settlement Amount to the Settlement Trustee by the Undersigned Neutral

Based upon my training, education, and experience. I believe the amount a reasonable jury might award for this particular Abuse Claim, considering the relative shares of fault that may be attributed to any party, person, or entity responsible for this Abuse Claim under applicable law and applying the same standard of proof that would apply under applicable law, and given my review of benchmark settlement and verdicts, is \$3,500,000.

I find multiple parties are at fault and /or that a non-protected party, such as the perpetrator, is also at fault. I allocate their respective shares of fault as follows:

BSA: 80% or \$2,800,000;

The Louisiana Purchase Council of Boy Scouts of America, Inc. F/K/A Ouachita Valley Council, Boy Scouts of America, Inc.: 0% or \$0;

White's Ferry Road Church of Christ: 0% or \$0;

Perpetrator Norman Kee: 20% or \$700,000 with vicarious liability assigned to BSA.

Total: 100% or \$3,500,000.

More fully set out in Insert No. 1 - **Damages** attached hereto.

IT IS SO ORDERED.

DATED: November 11, 2025

s/ Donald G. Wilkerson
Hon. DONALD G. WILKERSON (Ret.)
Arbitrator

**RONALD “TODD” GRANTHAM. V. BOY SCOUTS OF AMERICA FOUNDATION
d/b/a THE BOY SCOUTS OF AMERICA; LOUISIANA PURCHASE COUNCIL OF
BOY SCOUTS OF AMERICA, INC., f/k/a OUACHITA VALLEY COUNCIL, BOY
SCOUTS OF AMERICA, INC.; THE WHITE’S FERRY ROAD CHURCH OF CHRIST,
INC.
SST- 353977**

INSERT NO. 1

FINDINGS OF FACT

Todd Grantham joined the Boy Scouts of America, specifically Troop 181 located in West Monroe, Louisiana in approximately 1981. Grantham remained in the Boy Scouts until approximately 1984. Nearly the entirety of Todd's time in scouting, he was being sexually abused by the troop Scoutmaster Norman Kee.

The hearing was held on August 8, 2025, and evidence and exhibits were admitted into evidence. Based on testimony and exhibits received by the Arbitrator the following constitute the factual basis for his claim:

Ronald Grantham testified as follows:¹

- Grantham was born in West Helena, Arkansas and later moved to West Monroe, Louisiana where he lived with his mother and stepfather;
- Later Grantham moved in with his grandmother after his mother started drinking which placed strain on his parent’s relationship;
- Grantham’s mother’s drinking increased over the years;
- He did not graduate high school but later received a GED while incarcerated;
- At the time of this IRO hearing, Grantham was residing in Anthony, Florida with his 14-year-old son and girlfriend;
- In approximately 1981 his parents joined the White’s Ferry Road Church, and they decided to put him in the Boy Scouts, and he joined Troop 181;
- He attended Scout meeting in a building on the church premises;
- While he was in Troop 181 Norman Kee was the scoutmaster;
- Grantham looked up to Kee and trusted him;
- After about four or five months in the Scouts, Kee first touched him;
- Kee sometimes transported Grantham to and from scout meetings;
- Grantham testified that Kee sexually abused him hundreds of times; pps. 42-43, lls. 22-4;
- Grantham testified that Kee sexually abused him in the building where the meetings were held and in White’s Ferry Road Church;
- Grantham testified Kee sexually abused him on scout camping trips;
- Grantham testified “[W]e would always venture off somewhere away from everybody else in the woods or wherever he could find a spot.” p. 43, lls. 3-5

¹ Hearing Transcript pps. 22-131.

- Kee also abused Grantham in his motor home; *Id.*, lls. 9-10
- Kee lied to Grantham's grandparents about the reason he was picking him up;²
- Grantham testified that Kee touched him sexually, performed oral sex on him and they performed mutual masturbation; *See* p. 48, lls.4-19;
- The abuse stopped when Grantham refused to go on outings with Kee;
- Shortly, after he stopped going with Kee, Troop 181 shut down;
- He tried a different troop but could not "get past everything;" p. 49, lls. 19-25.
- Grantham would see Kee sporadically after he left the Boy Scouts;
- Grantham later went to jail and saw Kee who had been arrested, in the facility;
- Kee attempted to contact Grantham while they were both incarcerated in the facility;
- The contact in the facility was the last time he ever saw Kee;
- Grantham described the impact of the abuse as rage, shame, fear and psychological damage;³
- Grantham described his anger issues;
- He described questioning his sexuality because of the abuse by Kee;
- Grantham takes medication for anxiety and depression;
- Grantham described having suicidal ideations and acting on those feelings; pps. 54-55, lls. 17-10.
- He described a suicide attempt shortly after his son was born;⁴
- Grantham has been treated for drug and alcohol abuse;
- He started smoking and drinking at age 12;
- He acknowledged that smoking and drinking led to "better stuff;" p. 55, l. 24.
- Grantham described events that currently can take him back to the sexual abuse;⁵and ⁶
- Grantham has trouble sleeping and suffers from an unquiet mind;
- Grantham never disclosed the abuse until shortly before he filed a lawsuit against the Boy Scouts of America;
- Grantham testified that he filed his lawsuit because he is still angry with the Boy Scouts;

² "He would tell my grandparents or me to tell them -- have me tell them it was something to do to earn a merit badge or something to do to help out at the church or something to prep for the Boy Scout meetings or whatever he could come up with." p.45, lls.7-13.

³ "You know, I couldn't tell my grandfather. My grandfather would have killed him, you know. And at an early age I was scared to tell anybody. It's just a jumbled mess." p. 53, lls.5-8.

⁴ "Shortly after my son was born I was going through some bad stuff with my ex-wife, my son's mother, playing games, being unfaithful, everything in my mind. At that time I barricaded the door. They left to go to the grocery store. I barricaded the door, laid a blanket on the bed. I took about 55 Lortab 10, probably about 25 Ambien, probably 20 or 30 Soma and drank a big glass of water and laid down. I woke up a couple days later in the emergency room." pps. 54-55, lls. 25-10.

⁵ "You could be in a conversation, even today someone will talk about let's go camping or fishing or anything, you know, remotely, and then the first thing that pops in your mind, you're sitting there staring off into space for a little bit thinking about that." p. 57, lls. 10-15.

⁶ "The word someone uses talking about just an everyday thing. Oh, look at that campfire over there. Boom, there it is. There's --you know, over a period from the time it happened until the time now, every other day I try to lay down at night and something pops in my head, you know, about this. Especially over this past five years, you know. It's -- it's reliving it. That's abuse there."

- Grantham's 14-year-old son lives with him, and they enjoy outdoor activities together;
- Grantham had a difficult childhood. His stepfather cheated on his mother who eventually drank herself to death;
- He lived with his grandparents because of his mother's drinking;
- Grantham's biological father was also an alcoholic;
- Grantham acknowledged use of cocaine, acid, LSD, ecstasy and mushrooms in the 1980's;
- Grantham's grandmother sent him to drug treatment centers;
- Kee never attempted to anally penetrate Grantham and Grantham never attempted to anally penetrate Kee;
- Kee bought alcohol for Grantham on a couple of occasions;
- Grantham first disclosed his abuse to Tiffany White about five years ago when he filed his proof of claim in this bankruptcy proceeding;
- Grantham went to prison for breaking into the White's Ferry Road Church of Christ;
- He broke in because he was mad at the church for what happened to him and because he was mad at God;
- During the break in he fell about 40 feet and broke both arms, cracked his hip, hurt his leg and had to have a steel rod placed in his arm;
- He received a four-year prison sentence and served about three-and-a-half-years;
- In prison he acquired training as a plumber even taking care of some of the prison's plumbing needs;
- Approximately five years ago he stopped plumbing because of a back injury and started driving for Uber and Lyft;
- Grantham takes Lexapro and Buspar for anxiety;
- Grantham testified that Bassman told him that he suffers from PTSD;
- Grantham testified he only trusts God, his son and Tiffany;
- Grantham is not currently in therapy;
- Grantham also has a plate and screws in his neck from a car accident;
- Grantham also has chronic acid reflux and indigestion as a result of childhood ulcers;
- Grantham has smoked a vape for about 14 years;
- His vape is nicotine and a type of food additive and oil;
- He smoked a pack of cigarettes a day for 20 years;
- Curtis Garrison was a fellow scout in Troop 181 when Grantham was involved in scouting;
- Garrison also has a claim against the Boy Scouts, and they speak about twice a week; p. 124, lls. 1-18.
- Garrison has a couple of websites that speak out against child sexual abuse and child trafficking;
- Grantham speaks to Garrison about the content of those websites;
- Garrison was in scouting with Jeff DeLoach;
- Grantham spoke to DeLoach within the last year;
- DeLoach's lawyer reached out to Grantham to ask if he would speak with her;

- Grantham is aware the DeLoach has a claim in the bankruptcy proceeding; and
- Grantham holds the Boy Scouts and White's Ferry Road church accountable for the sexual abuse that he suffered.

Gary R. Schoener, M.Ed., Licensed Psychologist appeared by declaration as follows:⁷

- Schoener was retained by Grantham to assess the following:
 - (i) the Boy Scouts of America's "perversion files" ("the Perversion Files"), a subset of BSA's "ineligible volunteer" files (the "IV Files");
 - (ii) the exceptional information that the Perversion Files provided to Scouting entities about sexual abuse in Scouting; and
 - (iii) how information from the Perversion Files and from other sources would have enabled Scouting to develop, refine, and implement maximally effective youth protection policies and program well before 1981 – 1984 when the abuse in this case is thought to have occurred;
- Schoener has served as an expert witness in numerous legal cases involving allegations of sexual misconduct, boundary violations, and professional malpractice;
- He has provided testimony in both criminal and civil cases, as well as professional licensure and regulatory board hearings;
- He asserts the BSA knew by the 1930s of the risk of sexual abuse of minor scouts by adult leaders, employees, and volunteers in Scouting;
- The Perversion Files were initiated around 1920 to document instances of inappropriate conduct within Scouting, including sexual abuse. These files were maintained confidentially at the BSA's national headquarters, limiting local councils' access to critical information. Schoener notes that many files were destroyed over the years, which obscures the full extent of the abuse documented;
- Schoener opines that the BSA's Perversion Files provided substantial information about child sexual abuse within Scouting, which was not effectively used to develop protective policies;
- Schoener argues that the BSA's extensive knowledge from the Perversion Files imposed an obligation to develop and enforce effective youth protection policies much earlier than they did;
- He further argues that despite having this information, the BSA did not conduct thorough investigations or report many cases to law enforcement and that the lack of action and communication contributed to ongoing abuse;
- In Schoener's opinion the BSA failed to develop and implement policies that reflected its knowledge of sexual abuse risks;
- Schoener criticized the BSA for not using the Perversion Files to inform its youth protection programs and for not seeking expert consultation to improve its policies. He highlights the absence of specific programs focused on preventing sexual abuse in Scouting until the 1990s;

⁷ Hearing Transcript p. 150.

- Schoener emphasized the need for effective education and training programs to prevent abuse, suggesting that awareness and education could deter potential abusers and encourage reporting of abuse;
- He argues that the BSA had the resources and ability to implement such programs but failed to do so;
- Schoener concludes that the BSA's failure to act on its knowledge of sexual abuse within Scouting resulted in continued victimization and a lack of effective prevention measures; and
- He asserts that the BSA had a duty to develop and implement reasonable policies to protect Scouts, which they neglected.

Michael Johnson appeared by declaration as follows:⁸

- Michael Johnson served as the Youth Protection Advisor/Director for the Boy Scouts of America (BSA) from July 2010 to December 2020, focusing on youth protection policies and training;
- He has a 40-year career dedicated to child abuse prevention, investigation, and response, and has been involved in shaping laws and policies on child protection;
- Johnson has been recognized for his contributions to child maltreatment investigations and has served on various advisory boards and task forces related to child protection;
- Johnson was asked to provide an expert opinion on BSA's youth protection policies, concluding that the Defendants' conduct was below the standard of care expected of a Youth Serving Organization (YSO);
- He opined that the BSA's failure to implement adequate measures made it foreseeable that their conduct would result in sexual abuse, as in the case of Claimant Ronald Todd Anthony Grantham;
- BSA is a vertically integrated organization with a National Council in Irving, Texas, setting goals and standards for Local Councils, which implement these at the community level;
- Local Councils are responsible for youth programming and enforcing BSA rules, while Sponsoring Organizations provide facilities and support for Scout units;
- BSA has long been aware of the high risk of sexual abuse within its programs, with historical records indicating the presence of confidential lists to monitor and exclude potential abusers;
- Despite this awareness, BSA's policies and training have been criticized as inadequate, with a lack of effective measures to prevent abuse;
- Johnson criticized BSA's youth protection policies as insufficient, noting that training materials were outdated and not specific to Scouting scenarios;
- He highlighted the lack of mandatory training and the failure to inform scouts and parents about the risks of sexual abuse and the importance of policies like "no one-on-one contact;"

⁸ Hearing Transcript p. 157.

- BSA's screening process for adult volunteers was described as ineffective, with no mandatory government ID verification or reference checks;
- Johnson noted that BSA prioritized recruiting charismatic volunteers over implementing thorough screening processes, which compromised child safety;
- In 2011, Johnson directed the implementation of a mandatory reporting policy for child abuse to law enforcement, addressing previous loopholes that allowed internal handling of allegations; and
- Johnson concluded that BSA's failure to implement adequate child abuse prevention measures directly led to the abuse suffered by Claimant Ronald Todd Anthony Grantham.

Tiffany White testified as follows:⁹

- Tiffany Leigh White was born in Birmingham, Alabama, and grew up in West Monroe, Louisiana;
- She attended Lorenzo Walker Institute of Technology, where she studied dental assisting;
- She has worked as a dental assistant for the past 22 years;
- Tiffany met Todd Grantham in West Monroe, Louisiana when she was 15 and he was 18;
- They reconnected on Facebook between 10 and 12 years ago, and began dating about five years after reconnecting;
- Tiffany and Todd have been in a romantic relationship for approximately 10 to 12 years;
- Tiffany describes their relationship as difficult, citing Todd's anger and communication issues;
- Todd has verbally threatened Tiffany and has been physically violent, having shoved her two to four times;
- Tiffany and Todd have been engaged for the past 10 to 12 years, but she is unsure about marrying him;
- Todd was sexually abused as a child by a man named Norman, which has affected him in numerous ways, including severe anger issues and anxiety;
- Todd is very protective of his son, Dawson, and tends to baby him;
- Todd has experienced depression and anxiety, for which he is taking medication;
- Todd worries about being the best father to Dawson and about financial issues;
- Todd retired from his plumbing job due to a back injury and now works as a ride-share driver for Uber and Lyft;
- He experiences consistent neck and back pain from a car accident over a decade ago, which required surgery;
- Tiffany does not possess any training or education in psychology or mental-health treatment;

⁹ Hearing Transcript pps. 160-190.

- Dawson, Todd's son, has been living with Tiffany and Todd for the past two years and is two years behind in school; and
- Tiffany believes Dawson has a form of dyslexia with numbers, which she also shares.

The Arbitrator accepted the report of Dr. Stuart Bassman as follows:¹⁰

- The A.W.A.R.E. Program is accredited by the Ohio Department of Rehabilitation and Correction and the Commonwealth of Kentucky Sex Offender Risk Assessment Advisory Board to provide sex offender risk assessment and treatment;
- Dr. Stuart W. Bassman is the program's director and is a licensed psychologist with extensive experience in treating victims and perpetrators of sexual abuse;
- Ronald Grantham was referred for assessment by his attorneys to evaluate the impact of past sexual abuse on his life;
- The assessment was conducted by Dr. Bassman and Ms. Lendsey Smith-Webb, involving clinical interviews and psychological testing;
- Grantham reported being sexually abused by his Boy Scout Troop Master, Norman Kee, for approximately two years starting at age 12;
- Grantham exhibits symptoms of posttraumatic stress disorder (PTSD), major depression, and a history of substance use disorder;
- The assessment revealed no evidence of a current thought disorder, and cognitive functioning appeared adequate;
- Grantham's psychological profile indicates a need for social approval and a tendency to present himself in a favorable light, which is common among abuse victims;
- Grooming tactics used by Kee included isolating Grantham, fostering trust through attention, and desensitizing him to physical contact;
- The abuse led to feelings of confusion, shame, and a cycle of self-sabotage, impacting Grantham's personal and social relationships;
- Intensive individual psychotherapy with a trauma-informed focus is recommended to help Grantham process his past trauma and develop healthy relationships;
- Somatic therapy and cognitive-behavioral therapy techniques are suggested to address the physical manifestations of trauma and improve emotional regulation;
- Bassman opines that participation in support groups, such as Alcoholics Anonymous and networks for male survivors of sexual abuse, may provide additional social support;
- The assessment concludes that the sexual abuse by Kee significantly contributed to Grantham's trauma symptoms, personality dysfunction, and interpersonal difficulties;
- Recognizing the profound consequences of abuse is essential for supporting victims through their healing process.

¹⁰ Hearing Transcript p. 193

Dr. Stuart Bassman testified live on Cross-Examination as follows:¹¹

- Bassman was cross-examined by Attorney Badinelli, representing an insurer in the Boy Scouts trust distribution process;
- Bassman confirmed he had not been previously deposed regarding his examination of Ronald Todd Grantham;
- He provided his report, CV, and other documents related to Grantham's assessment to the insurers;
- Bassman served as an expert witness and was employed by Bassman Mental Health Services, spending about 25% of his practice treating patients;
- He testified that he serves as an expert witness approximately twice a month, not limited to Boy Scout cases;
- Bassman charged \$325 per hour and estimated his charges related to Grantham to be around \$13,000 to \$14,000;
- He had been retained in three Boy Scouts trust distribution cases;
- Bassman performed a forensic evaluation on Grantham to assess the impact of past sexual abuse and grooming on his functioning;
- He confirmed that his report was used to determine if Grantham suffered damages due to alleged abuse during scouting;
- Bassman did not review any documents or collateral sources before drafting his report, relying solely on information from Grantham;
- He later received and reviewed Grantham's deposition transcript;
- Dr. Bassman noted that his assessment was not intended to verify the accuracy of past historical information but to assess if Grantham was misrepresenting his damages;
- He acknowledged that Grantham's objective in the lawsuit included financial compensation to help move on with his life;
- Bassman administered several psychological assessments to Grantham, including the Beck Depression Inventory and the Millon Clinical Multiaxial Inventory-IV, which indicated minimal levels of depression, anxiety, and hopelessness;
- He explained that Grantham's minimal scores suggested he was not pursuing the lawsuit solely for financial gain;
- Bassman confirmed that some of the abuse Grantham experienced took place outside the confines of scouting, particularly at the White's Ferry Road Church of Christ;
- He was not aware of Grantham's girlfriend, Tiffiany White's deposition, and did not consider her testimony necessary for his assessment;
- Bassman agreed that trauma is a response to an event and that various life stressors could affect an individual's psychological state;
- He was retained to assess the impact of Grantham's past sexual abuse and grooming, not his current emotional functioning related to other life events;

¹¹ Hearing Transcript pps. 193-223.

Redirect Examination by Mr. Colich:

- Bassman stated that it is common for survivors of sexual abuse to experience additional stressors in life; and
- He maintained that the sexual abuse, grooming, and exploitation by Kee and the Boy Scouts significantly contributed to Grantham's emotional and behavioral issues.

Dr. Kirk Heilbrun testified as follows:¹²

- Heilbrun holds a Ph.D. from the University of Texas at Austin and an undergraduate degree in psychology from Brown University;
- He completed a post-doctoral fellowship at Florida State University and is a professor at Drexel University in Philadelphia;
- Heilbrun serves as the director of the re-entry project and the Forensic Assessment Clinic at Drexel University;
- He is a member of the revisions committee on specialty guidelines for forensic psychology and was previously a co-director at the Pennsylvania Mental Health and Justice Center of Excellence;
- Heilbrun is licensed as a psychologist in Pennsylvania and board certified in clinical and forensic psychology by the American Board of Professional Psychology;
- He has written extensively on forensic psychology and has received awards, including a co-recipient award for clinical research in 2023;
- Heilbrun has served as an expert witness in the past and has conducted or supervised approximately 3,100 forensic evaluations;
- Heilbrun was retained to evaluate and review documents, including an expert claimant report by Dr. Bassman and Ms. Smith-Webb, focusing on strengths and limitations in light of forensic mental health assessment standards;
- He authored a report on his findings and was permitted to review it during his testimony;
- Heilbrun opined that Bassman's qualifications were good, but noted the absence of board certification in his CV;
- He found the time spent by Bassman on interviews and assessments to be sufficient but suggested more time could have been beneficial;
- Heilbrun emphasized the importance of collateral interviews, which were not conducted by Bassman, and noted the absence of Grantham's sworn interview transcript in the evaluation;
- He highlighted the significance of response style in evaluations and noted that while Bassman used the MCMI-IV, other sources of information were lacking;
- Heilbrun critiqued Bassman's approach to assessment, noting a lack of systematic evaluation of adverse childhood experiences (ACEs) and other traumatic events;

¹² Hearing Transcript pps. 231- 281.

- He questioned the clarity of Bassman's conclusions regarding Grantham's persona and the impact of abuse;
- Heilbrun found it puzzling that Bassman allowed Grantham to review and approve the report, which is not typical in forensic assessments;
- He noted the omission of significant information from collateral sources, such as the deposition of Grantham's partner, Tiffany White, which could have provided valuable insights;
- Heilbrun's testimony highlighted the need for comprehensive evaluations using multiple sources of information to ensure accuracy and reliability in forensic assessments; and
- He expressed his opinions with a reasonable degree of psychological certainty, emphasizing the importance of addressing limitations in Bassman's report.

CONCLUSIONS OF LAW

As stated above, the story of this case begins in approximately 1981, when Ronald Grantham, a young boy from West Monroe, Louisiana, joined Boy Scout Troop 181. When he joined, Norman Kee was the troop's Scoutmaster. Over the course of the next two and a half years Kee sexually abused Grantham. Claimant argues that but for Kee's authority as Scoutmaster and their relationship through Scouting the abuse may not have occurred. The insurers argue that most of the sexual abuse of Grantham took place outside of the direct context of Scouting Programs.¹³ The Insurers argue that the evidence supports conclusion that any alleged abuse was not connected to Kee's duties as Scoutmaster or to Scouting activities but instead resulted from a personal relationship external to Scouting. For years, neither the Boy Scouts of America, the Council, White's Ferry Road Church received any complaint or report suggesting that Kee posed a risk to the children in his care.¹⁴

The only evidence before the Arbitrator is that Norman Kee sexually abused Ronald Grantham for approximately two and a half years while Grantham was in Troop 181 and Kee was the Scout Master of that troop. The responding insurers presented nothing to counter that the sexual abuse did not take place other than attacking inconsistencies in Grantham's testimony in this matter to attack his credibility. So, then the analysis will turn to whether the evidence presented is sufficient to support Grantham's claims alleged against BSA, the council and White's Ferry Road Church. The Arbitrator will examine the evidence and any defenses that the Insurers may have and determine whether Grantham is entitled to a recommended settlement offer, and if so, what is an appropriate amount to recompense him for any harm attributable to the three alleged bad actors.

¹³ The Insurers point to Claimant's own testimony presented in the hearing that much of the abuse allegedly took place at the main church building where Kee was employed, in Kee's personal RV, and during trips to Arkansas to visit Kee's mother. Further, they argue that Grantham never told anyone about the alleged abuse until the Bankruptcy and IRO proceedings were ongoing so there are no historical witnesses to corroborate his allegations.

¹⁴ Claimant presented no evidence or even any argument suggesting that the Scouting Entities received reports, complaints, or warning signs about Kee's behavior before the abuse of the Claimant occurred.

DISCUSSION

Pending before the Arbitrator is Ronald Grantham's Complaint against the Boy Scouts of America in the Bankruptcy Proceeding.¹⁵ In his complaint Grantham alleges four counts under Louisiana law as follows:

Count 1 Negligence;
Count 2 Negligent Training and Supervision;
Count 3 Negligent Retention; and
Count 4 Vicarious Liability;

The Arbitrator will take each in turn.¹⁶

Count 1 - Negligence

To prove a claim for failure to protect under the general theory of negligence in Louisiana, you must establish five elements:

- 1) the defendant had a duty to conform his conduct to a specific standard (the duty element);
- 2) the defendant's conduct failed to conform to the appropriate standard (the breach element);
- 3) the defendant's substandard conduct was cause-in-fact of the plaintiff's injuries (the cause-in-fact element);
- 4) the defendant's substandard conduct was a legal cause of the plaintiff's injuries (the scope of duty element); and
- 5) proof of actual damages (the damages element).

Dorsey v. Rayville Nursing & Rehab. Ctr., Inc., 55,985 (La. App. 2 Cir. 2/26/25), 407 So. 3d 873

Count 2 - Negligent Training and Supervision

As an initial matter the Supreme Court of Louisiana expressly recognizes the tort of negligent hiring (which includes commissioning, training and/or retaining and employee). See *Martin v. Thomas*, 2021-01490 (La. 6/29/22), 346 So. 3d 238 citing *Roberts v. Benoit*, 605 So. 2d 1032 (La. 1991), *on reh'g* (May 28, 1992). "An employer's liability for the negligent hiring, training and supervision of its employees ... is based upon the independent or direct negligence of the employer and its duty to exercise reasonable care in hiring, training and supervising its employees pursuant to La. C.C. art. 2315." *Pelitre v. Rinker*, 18-501, p. 22 (La.App. 5 Cir. 4/17/19), 270 So.3d 817, 834, *writ denied*, 19-793 (La. 9/17/19), 279 So.3d 378 (citing *Roberts v. Benoit*, 605 So.2d 1032, 1037 (La. 1991))

¹⁵ Each count names the BSA, the Council and White's Ferry Road Church.

¹⁶ The negligence, negligent training and supervision and negligent retention claims will be analyzed together as the same negligence analysis applies to each. Vicarious liability and damages will be analyzed separately.

Count 3 - Negligent Retention

Louisiana does not have a specific negligent retention statute. Instead, negligent retention claims are governed by the general negligence provisions of Louisiana Civil Code Article 2315, which provides that every act whatever of man that causes damage to another obliges him by whose fault it happened to repair it. *LA C.C. Art. 2315* The Louisiana Supreme Court in *Roberts v. Benoit* expressly recognized negligent hiring as cognizable under Louisiana fault principles embodied in LSA-C.C. Art. 2315, and this same framework applies to negligent retention claims. *Roberts v. Benoit*, 605 So.2d 1032 (1991).

Louisiana courts apply the standard duty-risk analysis used for all negligence cases to negligent retention claims. As explained in *Cote v. City of Shreveport*, a claim against an employer for the torts of an employee based on the employer's alleged direct negligence in hiring, retaining, or supervising the employee generally is governed by the same duty-risk analysis used for all negligence cases in Louisiana. *Cote v. City of Shreveport*, 73 So.3d 435 (2011) The plaintiff must prove five separate elements as outlined in *Jackson v. Ferrand*: (1) the defendant had a duty to conform his conduct to a specific standard (the duty element); (2) the defendant failed to conform his conduct to the appropriate standard (the breach of duty element); (3) the defendant's substandard conduct was a cause-in-fact of the plaintiff's injuries (the cause-in-fact element); (4) the defendant's substandard conduct was a legal cause of the plaintiff's injuries (the scope of liability or scope of protection element); and (5) actual damages (the damages element). *Jackson v. Ferrand*, 658 So.2d 691 (1994)

Analysis

Duty

The duty element requires that the employer hire an employee who, in the performance of their duties, will have a unique opportunity to commit a tort against a third party. As stated in *Kelley v. Dyson*, when an employer hires an employee who in the performance of his duties will have a unique opportunity to commit a tort against a third party, he has a duty to exercise reasonable care in the selection of that employee. *Kelley v. Dyson*, 10 So.3d 283 (2009) This same duty extends to retention decisions under certain circumstances.

Additionally, the seminal case of *Smith v. Orkin Exterminating Co.* established that employers have a continuing duty to exercise reasonable care in the retention of its employees under unique circumstances, particularly when employees are sent into customers' homes and have opportunities to commit crimes. *Smith v. Orkin Exterminating Co., Inc.*, 540 So.2d 363_(1989). In *Jackson v. Ferrand*, the court extended this duty to hotels, holding that hotels in Louisiana do have a duty to exercise reasonable care in hiring, retaining, and supervising employees because hotel guests are particularly vulnerable to employee misconduct. *Jackson v. Ferrand*, 658 So.2d 691 (1994).

The question then becomes did Respondents in this matter, BSA, the Council and the Church owe a duty of care to Ronald Grantham? The facts demonstrate that when Todd joined the

scouts Kee was Scoutmaster and he had authority over Grantham and other scouts that were conveyed upon him by Respondents because of his position as Scoutmaster. In the course of his duties as scoutmaster he was in loco parentis, that is acting in the place of a parent. Grantham testified that he trusted Kee and looked up to him. The evidence is that Grantham developed a bond with Kee through Scouting.

As a part of scouting, there were functions that included meetings and scout trips. Kee picked up Grantham from his home and transported him to and from scouting activities. It was at these scouting activities that Grantham was sexually abused. Additionally, Insurers argue that because Grantham was abused in other locations other than actual scouting events that is no liability for those incidents of abuse, however the Arbitrator is not persuaded. The entirety of the abuse can be traced to the relationship of Grantham and Kee thru Scouting. Respondents had a duty to Grantham as set out in *Kelley* where an employee who in the performance of his duties will have a unique opportunity to commit a tort against a third party, [the employer] has a duty to exercise reasonable care in the selection of that employee. See, *Kelley* at 288. That is exactly the situation at bar, where an adult male in his 50's¹⁷, was put in a unique situation of supervising a group of adolescent young boys without any oversight or controls on the program by the BSA, the Council or the Church. Respondents owed Grantham a duty of reasonable care, especially given the historical evidence the BSA possessed acknowledging rampant sexual abuse in scouting.

Breach

The breach element requires showing that the employer failed to exercise reasonable care in the hiring, supervision or retention processes. The Insurers argue that there is no evidence of actual notice in this case to Respondents that Kee posed a danger to any member of Troop 181. The Arbitrator agrees, and the Claimant does not dispute, that the record in this matter reflects no complaints, reports, warnings, or other communications made to the BSA or council about Kee's behavior.

Insurers aver that under Louisiana law a claimant must prove that the Scouting Entities (BSA and the local Council) "knew or should have known about the unreasonable risk that led to the alleged harm" to establish liability for negligence or related claims such as negligent hiring, supervision, retention, and training. They argue that [a] plaintiff has the burden of establishing knowledge by "prior acts and/or behavior"—that is, actual or constructive notice of a specific perpetrator's (here, Kee's) propensity for the type of conduct alleged, not merely general awareness of abuse risks within Scouting. See, *J.M. v. Acadia Par. Sch. Bd.*, 2008-1377, p. 154 (La.App. 3 Cir. 4/1/09); See also, *Huey v. Caldwell Par. Sch. Bd.*, 47,704, p. 5 (La.App. 2 Cir. 1/16/13), 109 So.3d 924, 927, writ denied, 2013-0395 (La. 4/1/13), 110 So.3d 589. In other words, in this case there must be specific knowledge that Kee posed an unreasonable risk to Grantham.

The Arbitrator disagrees and is guided by *Martin v. Thomas*, 2021-01490 (La. 6/29/22), 346 So. 3d 238 and *Carr v. Sanderson Farms, Inc.* 2015 CA 0953 (La.App. 1st Cir. 2/17/16). *Martin* and *Carr* are two cases that expanded and increased the importance of information that could put an employer on "notice" of a "dangerous condition" or employee on its premises. The Arbitrator believes that these cases demonstrate that Louisiana relies on the general tort principles

¹⁷ The fact that Kee was a volunteer and not an employee is of no import in the analysis of the duty of Respondents.

of duty, breach and causation and therefore an employer is required to take reasonable measures to prevent a foreseeable harm. Most importantly as stated in *Carr*, “[i]f an employer knows or should know of a dangerous condition or person on his premises, the employer is obligated to take reasonable steps to protect its employees.” See *Carr*, 189 So.3d at 456; *Martin*, 6656 So.2d at 712.

That is exactly the case at bar and again the inquiry cannot stop there. For many years the BSA kept Ineligible files of abusers. The record is devoid of any steps or policy BSA took to specifically address the issue of predation that was plainly rampant in scouting. In fact, Gary Schoener, an expert witness for Grantham, testified that the BSA knew by the 1930s of the risk of sexual abuse of minor scouts by adult leaders, employees, and volunteers in Scouting. He testified that the Perversion Files were initiated around 1920 to document instances of inappropriate conduct within Scouting, including sexual abuse. These files were maintained confidentially at the BSA’s national headquarters, limiting local councils’ access to critical information. Schoener noted that many files were destroyed over the years, which obscures the full extent of the abuse documented. In Schoener’s opinion the BSA’s Perversion Files provided substantial information about child sexual abuse within Scouting, and that information was not effectively used to develop protective policies.

Further, the Arbitrator considers the testimony of Michael Johnson, who served as Youth Protection Advisor/Director for the Boy Scouts of America (BSA) from July 2010 to December 2020, focusing on youth protection policies and training. Johnson had a 40-year career dedicated to child abuse prevention, investigation, and response, and has been involved in shaping laws and policies on child protection. Johnson provided an expert opinion on BSA’s youth protection policies, concluding that the Defendants’ conduct was below the standard of care expected of a Youth Serving Organization (YSO). He opined that the BSA’s failure to implement adequate measures made it foreseeable that their conduct would result in sexual abuse, as in the case of Claimant Ronald Todd Anthony Grantham.

Johnson further testified that the Local Councils are responsible for youth programming and enforcing BSA rules, while Sponsoring Organizations provide facilities and support for Scout units. He testified that the BSA has long been aware of the high risk of sexual abuse within its programs, with historical records indicating the presence of confidential lists to monitor and exclude potential abusers. He opined that despite the BSA’s awareness, their policies and training are inadequate, with a lack of effective measures to prevent abuse. He noted the BSA’s youth protection policies were insufficient by noting that training materials were outdated and not specific to Scouting scenarios. He highlighted the lack of mandatory training and the failure to inform scouts and parents about the risks of sexual abuse and the importance of policies like “no one-on-one contact.” BSA’s screening process for adult volunteers was described as ineffective, with no mandatory government ID verification or reference checks. He noted that BSA prioritized recruiting charismatic volunteers over implementing thorough screening processes, which compromised child safety. Most importantly, Johnson concluded that BSA’s failure to implement adequate child abuse prevention measures directly led to the abuse suffered by Claimant Ronald Todd Anthony Grantham. The Arbitrator **FINDS** the BSA had notice of the problem of predation in its organization and simply buried its head in the sand and therefore the BSA and the Council breached its duty to develop and implement reasonable policies to protect Grantham and other Scouts.

Causation

Cause-in-Fact

In Louisiana the law is clearly established that in a negligence case causation requires proving direct link between the defendant's action and a plaintiff's injury through both cause-in-fact and legal cause. Louisiana courts apply a but-for test as the primary method for establishing cause-in-fact. "Cause in fact is generally a 'but for' inquiry; if the plaintiff probably would have not sustained the injuries but for the defendant's substandard conduct, such conduct is a cause in fact." *Roberts v. Benoit*, 605 So.2d 1032 (1991) This test asks whether the incident probably would not have occurred absent the defendant's conduct. *Roberts v. Benoit*, 605 So.2d 1032 (1991)

The cause-in-fact inquiry is "a neutral one, free of the entanglements of policy considerations—morality, culpability or responsibility—involved in the duty-risk analysis." *Roberts v. Benoit*, 605 So.2d 1032 (1991) "It is irrelevant whether the defendant's actions were "lawful, unlawful, intentional, unintentional, negligent or non-negligent" for purposes of determining cause-in-fact. *Rhodes v. AMKO Fence and Steel Company, LLC*, 329 So.3d 1112 (2021).

Where there are concurrent causes of an accident, the proper inquiry is whether the conduct in question was a substantial factor in bringing about the accident. *Perkins v. Entergy Corp.*, 782 So.2d 606 (2001) Under this test, "cause in fact is found to exist when the defendant's conduct was a 'substantial factor' in bringing about plaintiff's harm." *Roberts v. Benoit*, 605 So.2d 1032 (1991). The Louisiana Supreme Court further clarified in *Perkins v. Entergy Corp.* that "the substantial factor test is the preferred test for causation when there are multiple causes" and courts should not require plaintiffs to satisfy both the but-for test and substantial factor test simultaneously. *Perkins v. Entergy Corp.*, 782 So.2d 606 (2001)

Legal Causation

Louisiana employs a duty-risk analysis for determining legal causation, which the Louisiana Supreme Court described as addressing "whether the particular risk falls within the scope of the duty." *Roberts v. Benoit*, 605 So.2d 1032, 1044 (1991) This inquiry asks, "whether the enunciated rule or principle of law extends to or is intended to protect this plaintiff from this type of harm arising in this manner." *Id.*

Louisiana courts apply an ease of association test as part of the duty-risk analysis. This test asks: "How easily does one associate the plaintiff's complained-of harm with the defendant's conduct?" *Id.* at 1045. While this analysis "encompasses the idea of foreseeability, it is not based on foreseeability alone." *Id.* The test helps courts determine "the limitation to be placed on liability for a defendant's substandard conduct—i.e., whether there is a duty-risk relationship." *Id.*

The burden of proof for both cause-in-fact and legal causation is by a preponderance of the evidence. "To satisfy the substantial factor test, the plaintiff must prove by a preponderance of the evidence that the defendant's conduct was a substantial factor bringing about the complained of harm." *Perkins v. Entergy Corp.*, 782 So.2d 606 (2001) This means "the plaintiff must establish

each required element of her claim as ‘more likely than not.’” *Landry v. Leson Chevrolet Company, Inc.*, 250 So.3d 360 (2018)

The discussion now turns to Grantham’s harms and whether the BSA, the Council and the church are responsible for those harms. The Arbitrator having found that Respondents had a duty to protect Grantham from sexual predators while he was involved in scouting will apply the duty-risk analysis to determine if defendants’ actions or inactions were a substantial factor in bringing about Grantham’s harm. As stated, *supra* Kee abused Grantham at Boy Scout events and in other locations over 100 times. Grantham described the impact of the abuse as rage, shame, fear and psychological damage. He described his anger issues and questioned his sexuality because of the abuse by Kee. Grantham described having suicidal ideations and acting on those feelings by attempting suicide shortly after his son was born. Grantham currently takes medication for anxiety and depression.

The Boy Scout experiences were not the only stressors in Grantham’s life. He has been treated for drug and alcohol abuse. He started smoking and drinking at age 12. He acknowledged that smoking and drinking led to “better stuff.” He acknowledges both parents were alcoholics and that he lived with his grandparents because of the bad situation with his parents. However, he also described events that currently can take him back to the sexual abuse. Grantham has trouble sleeping and suffers from an unquiet mind.

Clearly, all of Grantham’s harms cannot be attributed to his abuse by Kee. The Arbitrator will apply a substantial factor test. Dr. Bassman testified that Grantham suffers from PTSD, major depression and has a history of substance abuse. He further stated that the abuse by Kee caused Grantham to have feelings of confusion, shame, and a cycle of self-sabotage, impacting Grantham’s personal and social relationships. Bassman opined that the sexual abuse by Kee significantly contributed to Grantham’s trauma symptoms, personality dysfunction, and interpersonal difficulties. Respondents’ expert, Dr. Heilbrun, while questioning Bassman’s report and some of his methods, never testified that Grantham did not have PTSD and depression as a result of the abuse by Kee while involved in scouting. The Arbitrator **FINDS** that the abuse of Grantham by Kee was the but for cause in fact of harm to Grantham.

Next, the Arbitrator will employ a duty-risk analysis to determine legal causation. The Neutral submits that a special relationship exists between BSA and children participating in scouting. While there is generally no universal legal duty to rescue or protect a stranger, a duty to act affirmatively arises in certain circumstances, such as a parent-child relationship. The neutral reiterates that this is exactly the type of relationship that existed between Grantham and the BSA. When such a special relationship establishes a legal obligation, the failure to exercise reasonable care by omitting an action can be grounds for negligence if that inaction causes foreseeable harm to the protected party.

BSA was aware of the extensive predation within scouting. A reasonable man would know that a possible and very real harm could result from that predation. BSA could have taken steps that could prevent or ameliorate the harm. A non-exhaustive list of steps could include extensive background checks for employees and volunteers, a “two deep” rule for scouting functions, banning scouts and leaders from sharing tents unless they are directly related, offering training to

employees, volunteers, scouts and scout parents about the dangers of predation. BSA could have and should have done more. The Arbitrator **FINDS** the BSA's actions or inactions were a substantial factor and therefore were the legal cause of Grantham's harms.¹⁸

Vicarious Liability¹⁹

Count 4 - Vicarious Liability

The principle of vicarious liability is codified in La. C.C. art. 2320, which provides that an employer is liable for the tortious acts of its employees "in the exercise of the functions in which they are employed." *La. C.C. art. 2320*. The threshold question is whether the employee's conduct was in the course and scope of his employment. The "course of" employment refers to the time and place, while the "scope of" employment refers to being engaged in the functions for which employed. *See Russell v. Noullet*, 98-816 (La. 12/1/98), 721 So.2d 868, 871

Bailey v. Pinnacle Polymers, LLC, 24-490 (La. App. 5 Cir. 4/2/25), 412 So. 3d 1063.

The courts in Louisiana, have spoken extensively on vicarious liability of employers and the Arbitrator will be instructed by *Latullas v. State* 658 So.2d 800 (1995) and the Louisiana Supreme Court standard set out in *Ermert v. Hartford Ins. Co.* 559 So.2d 467 (1990).^{20&21}

The facts set out in *Latullas* reveal that in August 1985, Vanessa Latullas, age 26, was incarcerated at the Louisiana Correctional Institute for Women at St. Gabriel. *Latullas*, 658 So.2d at 801. She was assigned to a line crew supervised by Lieutenant George Elliott Brown, a correctional security officer. *Id.* On August 19, 1985, Lt. Brown instructed Latullas to accompany him to semi-abandoned mobile homes located in an isolated area of the prison grounds, ostensibly to clean a trailer. *Id.* Once inside the trailer, Lt. Brown raped Latullas, resulting in her pregnancy and the birth of a daughter, Crystal Latullas, in June 1986. *Id.* Blood tests confirmed Lt. Brown's paternity, leading to his dismissal from the Department of Corrections. *Id.* at 801-802.

Latullas filed suit in August 1986 against the State of Louisiana, Lt. Brown, and Warden Johnny Jones, seeking \$250,000 for the sexual assault and constitutional violations, plus an

¹⁸ Louisiana recognizes that intervening causes may sever the causal connection between a defendant's conduct and a plaintiff's injury. "An 'intervening cause' is one which comes into play after the defendant's negligent conduct has ceased, but before the plaintiff suffers injury." *Vince v. Koontz*, 213 So.3d 448 (2017) The Arbitrator considered but did find an intervening cause to be a substantial cause of Claimant's harms.

¹⁹ Although Claimant pleads vicarious liability as a separate count the Louisiana Supreme Court in *Martin v. Thomas*, 2021-01490 (La. 6/29/22), 346 So. 3d 238, clarified that vicarious liability is "a method of holding one party liable for the conduct of another" rather than a separate cause of action.

²⁰ See also, *J.C. on Behalf of N.C. v. St. Bernard Par. Sch. Bd.*, 2021-0111 (La. App. 4 Cir. 2/4/22), 336 So. 3d 92, writ denied sub nom. *J.C. v. St. Bernard Par. Sch. Bd.*, 2022-00372 (La. 4/26/22), 338 So. 3d 1183 (Fourth Circuit Court of Appeal applying the *Latullas* abuse of authority analysis to a school employee sexual assault case)

²¹ The Arbitrator considered Insurers' authority set out in *Baumeister v. Plunkett*, 95-2270 (La. 5/21/96), 673 So. 2d 994 where the Louisiana Supreme Court held a hospital was not vicariously liable for a supervisor's sexual assault of a clinical technician in the nurse's lounge. While the court in that case found the assault was not primarily employment-rooted and was not reasonably incidental to the supervisor's duties, the Arbitrator finds that the close relationship established by the Boy Scout/Scoutmaster dynamic makes this matter more analogous to *Latullas*.

additional \$250,000 for pregnancy-related expenses and future childcare. *Id.* Tragically, Latullas died in a hit-and-run accident in November 1990, and her mother, Nettie Elliot, was substituted as plaintiff and legal guardian of the minor children. *Id.* The trial court awarded \$150,000 in general damages and \$35,000 in attorney fees against Lt. Brown individually but dismissed claims against the State and Warden Jones. *Id.* at 802.

The appellate court reversed the trial court and held that the State was vicariously liable for Lt. Brown's actions. *Id.* at 805. The court applied the four-factor test established in *LeBrane v. Lewis*, 292 So.2d 216 (La. 1974), which examines: (1) whether the tortious act was primarily employment-rooted; (2) whether the violence was reasonably incidental to the performance of the employee's duties; (3) whether the act occurred on the employer's premises; and (4) whether it occurred during the hours of employment. *Id.* at 804.

The *Latullas* court centered its analysis on Louisiana Civil Code 2320 referenced above, emphasizing that the test for vicarious liability is "whether the tortious conduct of the [employee is] so closely connected in time, place, and causation to his employment-duties as to be regarded a risk of harm fairly attributable to the employer's business, as compared with conduct instituted by purely personal considerations entirely extraneous to the employer's interests." *Id.* citing *Lamkin v. Brooks*, 498 So.2d 1068, 1070. Most importantly to the discussion at bar, the court applied the principle from *Ermert* that "the fact that the predominant motive of the servant is to benefit himself or a third person does not prevent the act from being within the scope of employment" if "the purpose of serving the master's business actuates the servant to any appreciable extent." *Ermert*, 559 So.2d at 476.

The facts in this case establish vicarious liability on Respondents. Kee had not only had supervisory authority over Grantham he was also acting as a de facto parent. The Scoutmaster was an authority figure for vulnerable pre-teen boys. Because of that authority bestowed on him by BSA, Kee was able to isolate Grantham at Boy Scout and other events and sexually abuse him. Just as in *Latullas*, Kee's ability to isolate Grantham, was directly derived from his position and duties with the Boy Scouts. Even though Kee's actions were purely personal, and of course not sanctioned by the BSA, the fact that he was in position to carry out these criminal acts carries the day. BSA's lack of protections were of course a substantial factor in Grantham's harm. Nor is the Arbitrator persuaded by insurers argument that intentional criminal acts contrary to employer interest cannot be in the scope of employment. In *Emmert*, the court established that personal motivation does not preclude liability when employment authority enables the tort. *Id.*

Just so the record is clear, employers and government entities in Louisiana face potential liability for sexual assault committed by employees in positions of authority over vulnerable populations such as prisoners, patients, or students. The *Latullas* standard makes employers liable when their grant of authority to employees facilitates assault, even when the conduct is unauthorized and personally motivated. The Arbitrator **FINDS** Respondents vicariously liable for the sexual assault of Grantham by Kee.

FINDINGS

Based upon the analysis above the Arbitrator **FINDS** as follows:

Count 1 – Negligence - the Arbitrator **FINDS** for Claimant Ronald Grantham;

Count 2 - Negligent Training/Supervision - the Arbitrator **FINDS** for Claimant Ronald Grantham. Finding that the BSA, through the exercise of ordinary care, should have known that without better training and supervision that conduct of its agents would subject Grantham (and others) to an unreasonable risk of harm;

Count 3 - Negligent Retention - the Arbitrator **FINDS** for the Insurers. There is no evidence of any specific notice of Kee's sexual abuse of scouts or a direct causal connection between an inadequate background check and the criminal act for which Grantham is attempting to hold the BSA liable; and

Count 4 - Vicarious Liability - The Arbitrator **FINDS** for Claimant Ronald Grantham. As discussed supra, the BSA is vicariously liable for the actions of Kee in sexually assaulting Ronald Grantham.

DAMAGES

Having determined that the BSA is directly liable to Grantham for Count 1 (Negligence) and Count 2 (Negligent Training and Supervision) and vicariously liable on the same counts the Neutral turns to damages. As an initial matter the Neutral disagrees with Insurers that all of Grantham's damages should all be apportioned to Kee as the perpetrator of the sexual abuse. Insurers argue that the Arbitrator should find Kee 100% at fault and not apportion any of the fault to any of the Respondents. The Arbitrator has found that Grantham suffers from PTSD and depression. It is without question to the Arbitrator that Kee's sexual abuse of Grantham was a substantial stressor attributing to those maladies. The Arbitrator would be remiss not to find that Grantham's turbulent childhood, including alcoholic parents, drug abuse and his subsequent injuries and incarceration are also stressors that contribute to that PTSD and depression. The determination of the amount of damages due to Grantham turns on the damage done to him by the actions or inactions of the BSA.

The facts of this case are tragic and horrible. A child serially molested. A young man with alcoholic parents and involved in illicit drugs and a suicide attempt. A respected institution that failed to protect children in its charge. These are all egregious circumstances that contributed to Grantham's suffering. A full account is discussed, supra.

The Arbitrator has reviewed the benchmark authority provided by the Claimant. Insurers maintain that the Arbitrator should apportion none of the fault to the BSA, but the Arbitrator disagrees. However, the Arbitrator does agree with Insurers that he should be guided by the Louisiana authority produced by Claimant.

The Claimant provided 3 cases as exemplars:

A 1985 case, *Gastal v. Gauthe and the Roman Catholic Church*, JVR No. 5422, a case it described as a seven-year-old child sexually abused by a priest. In *Gastal* an 11-year-old male claimed that he was sexually molested by the defendant priest. The plaintiff claimed that the abuse began when he was only seven years old. He contended that he was one of over three dozen altar boys molested by the defendant. The \$1,250,000 verdict included a \$250,000 award for loss of services to the child's parents.

Claimant also provided *Gillespie v. Calcasieu Parish Sch. Bd.* 2015 WL 10384943 as an exemplar. A female high school student and her parents sued the school board and teacher arising from sexual contact between student and teacher. The court entered judgment on a jury verdict awarding \$250,000 in compensatory damages against board and teacher. The court of appeals disallowed the award of \$300,000 in punitive damages against teacher, and the apportionment of 10% of fault to student.

Lastly, he provides a 2025 case, *Lousteau v. Congregation of Holy Cross Moreau Province, et al.*, Civil Action No. 21-1457, 2022 WL 2065539 (E.D. La. June 8, 2022), *vacated and remanded sub nom. Lousteau v. Holy Cross Coll., Inc.*, 81 F.4th 437 (5th Cir. 2023). In *Lousteau*, the plaintiff, John Lousteau, filed suit against Holy Cross to obtain damages for injuries that he claimed to have suffered as a result of sexual abuse by a brother and society member formerly employed by Holy Cross. The alleged abuse occurred in 1968 or 1969.

Lousteau alleged that the brother abused him on two separate occasions during a summer camp at Holy Cross School in New Orleans. The brother was a teacher at the school, and he monitored a large dormitory during the summer program. According to Lousteau, the psychological harm that he sustained as a result of the abuse had devastating and far-reaching effects on him and his life. Claimant lists the award in this case at \$2,400,000.

Based upon my training, education, and experience, I believe the amount a reasonable jury might award for this particular abuse claim, taking into account the relative shares of fault that may be attributed to any party, person or entity responsible for this abuse claim under applicable law and applying the same standard of proof that would apply under applicable law, and given my review of Benchmark settlements and verdicts is \$3,500,000 apportioned as follow:

BSA: 80% responsible or \$2,800,000;

The Louisiana Purchase Council of Boy Scouts of America, Inc. F/K/A Ouachita Valley Council, Boy Scouts of America, Inc. is 0% responsible or \$0;

White's Ferry Road Church of Christ is 0% responsible or \$0.

Perpetrator Norman Kee is 20% responsible or \$700,000 with vicarious liability assigned to BSA.

Total Liability is 100% or \$3,500,000.

Had the Boy Scouts of America taken any prophylactic actions regarding any policy about predation in scouting, Kee may not have been able to abuse Grantham. The Arbitrator considered but ultimately did not award punitive damages.

IT IS SO ORDERED.

DATED: November 11, 2025

s/ Donald G. Wilkerson
Hon. DONALD G. WILKERSON (Ret.)
Arbitrator