

**STATE OF NEW HAMPSHIRE
HILLSBOROUGH COUNTY NORTH SUPERIOR COURT**

C.A.

**Jena Hubbard and John Hubbard, Individually and as Co-Personal Representatives
of the Estate of Keoni C. Hubbard,**
3 Chase Avenue
Lexington, Massachusetts

Plaintiffs,

v.

Boy Scouts of America, Corp. d/b/a Scouting America
1325 W. Walnut Hill Lane
Irving, Texas

And

**Daniel Webster Council, Incorporated of the Boy Scouts of America, d/b/a Griswold Scout
Reservation, d/b/a Camp Bell**
1500 Bodwell Road
Manchester, New Hampshire

And

Ethan Showalter
46 Paul Revere Road
Lexington, Massachusetts

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

PARTIES

- 1) Plaintiffs Jena Hubbard and John Hubbard reside at 3 Chase Avenue Lexington, Middlesex County, Massachusetts. They were appointed Personal Representatives of the Estate of Keoni C. Hubbard on November 13, 2023, by the Middlesex County Massachusetts Probate and Family Court, Docket No. MI23P5343EA.

- 2) Plaintiffs' Decedent Keoni C. Hubbard was a minor who, at the time of his death, resided with his parents, Jena Hubbard and John Hubbard, at 3 Chase Avenue, Lexington, Middlesex County, Massachusetts.
- 3) Defendant Boy Scouts of America, Corp. d/b/a Scouting America is a Federally Chartered corporation (hereinafter "Scouting America") with a principal office located at 1325 W. Walnut Hill Lane, S406, Irving, Dallas County, Texas.
- 4) Defendant Daniel Webster Council, Incorporated of the Boy Scouts of America, (hereinafter "DWC") is a domestic non-profit corporation, organized and existing under the laws of the State of New Hampshire, with a principal office address located at 1500 Bodwell Road Manchester, Hillsborough County, New Hampshire. Defendant DWC has New Hampshire Business ID of 63671.
- 5) Defendant Ethan Showalter is an individual residing at 46 Paul Revere Road, Lexington, Middlesex County, Massachusetts.

JURISDICTIONAL STATEMENT

- 6) On July 7, 2023, Keoni died while a camper at Camp Bell at the Griswold Scout Reservation in Gilmanston, Belknap County, New Hampshire, when a boat driven Defendant Showalter, an agent, servant, and/or employee of Defendants DWC and/or Scouting America, struck and killed him.
- 7) Camp Bell is owned, operated, and controlled by Defendants DWC and/or Scouting America.
- 8) Defendant DWC is a domestic non-profit corporation, organized and existing under the laws of the State of New Hampshire, with a principal office located at 1500 Bodwell Road in Manchester, Hillsborough County, New Hampshire.

- 9) Defendant Scouting America engages and conducts business in the State of New Hampshire and committed tortious conduct in the State of New Hampshire.
- 10) Jurisdiction is proper in Hillsborough County Superior Court pursuant to RSA §491:7, RSA §507:9, and RSA §510:4.

GENERAL ALLEGATIONS

- 11) Plaintiffs repeat and incorporate by reference the preceding paragraphs as if set forth herein.
- 12) At all times relevant and all times hereinafter mentioned, Defendant Scouting America operated scouting programs via chartered local boy scout councils in the United States.
- 13) At all times relevant and all times hereinafter mentioned, Defendant DWC was a chartered council of Scouting America for the State of New Hampshire.
- 14) At all times relevant and all times hereinafter mentioned, Defendant Scouting America required its chartered councils', including DWC, adherence with Scouting America's prescribed guidelines, rules, and conduct requirements.
- 15) The Scouting America guidelines, rules, and conduct requirements include rules for waterfront activities and operations and scout safety.
- 16) At all times relevant and all times hereinafter mentioned, Defendant Scouting America had a duty to Camp Bell campers, including Keoni C. Hubbard, to monitor, supervise, and otherwise ensure that its chartered councils abide by all Scouting America safety guidelines and rules.
- 17) At all times relevant and all times hereinafter mentioned, Defendant Scouting America owed a duty to Camp Bell campers, including Keoni C. Hubbard, to monitor, supervise,

and otherwise ensure that its chartered councils abide by good and accepted waterfront and boating safety guidelines and rules.

- 18) At all times relevant and all times hereinafter mentioned, Defendant DWC owed a duty to campers, including Keoni C. Hubbard, to monitor, supervise, and otherwise ensure that its agents, servants, and employees, abide by all Scouting America safety guidelines and rules.
- 19) At all times relevant and all times hereinafter mentioned, Defendant DWC owed a duty to campers, including Keoni C. Hubbard, to monitor, supervise, and otherwise ensure that its agents, servants, and employees, abide by good and accepted waterfront and boating safety guidelines and rules.
- 20) At all times relevant and all times hereinafter mentioned, Defendant DWC owned and/or operated the “Griswold Scout Reservation,” a 3,500 acre outdoor area for scouting camps in Gilmanton, New Hampshire.
- 21) At the Griswold Scout Reservation, Defendant DWC owned and/or operated Camp Bell, a summer camp for scouts.
- 22) Camp Bell, The Griswold Scout Reservation, and Defendant DWC were controlled and operated by Scouting America.
- 23) Scouts, including Plaintiffs’ Decedent Keoni C. Hubbard, who attend Camp Bell or participate in activities at the Griswold Scout reservation, are required to pay a fee to Defendants Scouting America and/or DWC in order to participate and attend.
- 24) Prior to July 7, 2023, Defendant Showalter was hired as a paid camp counselor for Camp Bell.

- 25) Defendant Showalter was an agent, servant, and/or employee of Defendant DWC and Defendant Scouting America.
- 26) On or about June 27, 2023, Defendant Showalter obtained a New Hampshire commercial boating license, allowing him to operate motorboats as part of his employment with Defendants DWC and Scouting America.
- 27) Upon information and belief, prior to obtaining this license, Defendant Showalter did not possess a license to operate a motorboat.
- 28) On or about July 2, 2023, Plaintiffs' Decent Keoni C. Hubbard arrived at Camp Bell for purposes of participating in summer camp activities, including, among other things, waterfront activities such as waterskiing, tubing, swimming, and riding on motorboats.
- 29) On or about July 7, 2023, Plaintiffs' Decedent Keoni C. Hubbard was a passenger on a 21-foot SUPRA brand motorboat (the "SUPRA").
- 30) At all times relevant and all times hereinafter mentioned, the SUPRA was owned, maintained, and operated by Defendants Scouting America and/or DWC and their staff.
- 31) On or about July 7, 2023, Defendant Showalter was operating the SUPRA motorboat on Lake Gilmanton.
- 32) Defendant Showalter, age 18 at the time of these events, had eight scouts on board, ranging in ages from 11 to 14.
- 33) On July 7, 2023, Defendant Showalter was not supervised by Camp Bell staff while operating the SUPRA.
- 34) Defendant Showalter had received only one hour of training on how to operate the SUPRA's controls prior to being entrusted with driving and supervising the eight scouts on the water and in the motorboat on July 7, 2023.

- 35) Prior to July 7, 2023, Defendant Showalter had not been adequately trained on Scouting America's guidelines, rules, and safety conduct requirements for waterfront activities.
- 36) Prior to July 7, 2023, Defendant Showalter had not been adequately trained on good and accepted boating and waterfront safety guidelines, rules, and safety conduct requirements.
- 37) Prior to July 7, 2023, Defendant Showalter had not been trained on the Griswold Scout Reservation Camp Bell Waterskiing and Tubing Syllabus.
- 38) On July 7, 2023, Defendant Showalter owed a duty to Plaintiffs' Decedent Keoni C. Hubbard to operate the SUPRA in a safe and reasonable manner, to keep a proper lookout, to ensure that persons were not in the vicinity of the motor or propellor while operating the boat, and to prevent injury and/or death to the scouts in his care.
- 39) On July 7, 2023, Defendant Showalter breached the duties owed to Plaintiffs' Decedent Keoni C. Hubbard, when he struck Keoni C. Hubbard with the propellor of the motorboat while Keoni C. Hubbard was swimming in Lake Gilmanton, causing injury and death.
- 40) As a direct and proximate result of Defendant Showalter's negligence, breaches of duties, reckless, and wanton conduct, Plaintiff Decedent Keoni Hubbard was caused to consciously suffer great pain of body and mind, including imminent fear of death, and death.
- 41) Defendants Scouting America and DWC owed a duty to Plaintiffs' Decedent Keoni C. Hubbard to train, monitor and supervise Camp Bell staff, including but not limited to Defendant Showalter.

- 42) Defendants Scouting America and DWC owed a duty to Plaintiffs' Decedent Keoni C. Hubbard to ensure that its counselors complied with Scouting America safety guidelines, rules, and conduct requirements, including those for waterfront activities.
- 43) Defendants Scouting America and DWC owed a duty to Plaintiffs' Decedent Keoni C. Hubbard to ensure that its counselors complied with good and accepted waterfront and boating safety guidelines, rules, and conduct requirements.
- 44) As a direct and proximate result of Defendants Scouting America's and DWC's negligence, breaches of duties, reckless and wanton conduct, Defendant Showalter was not properly trained and supervised, was allowed to operate the SUPRA without sufficient training and supervision, was in violation of Scouting America's guidelines, rules, and safety conduct requirements for waterfront activities, and did cause the conscious pain, suffering, and death of Plaintiffs' Decedent Keoni C. Hubbard.
- 45) Defendants' negligence, breaches of duties, reckless and wanton conduct, did directly and proximately cause the death of Plaintiffs' Decedent Keoni C. Hubbard, who was age 11 years old at the time of his death, and are liable for damages in accordance with RSA §556:12.

COUNT I – NEGLIGENCE v. BOY SCOUTS OF AMERICA, CORP.
D/B/A SCOUTING AMERICA

- 46) Plaintiffs repeat and incorporate by reference the preceding paragraphs as if set forth herein.
- 47) Defendant Scouting America, its agents, servants, and employees, owed duties to Plaintiffs' Decedent Keoni C. Hubbard.
- 48) Defendant Scouting America, its agents, servants, and employees, breached duties owed to Plaintiffs' Decedent Keoni C. Hubbard, including but not limited to:

- a. Failing to train, supervise, and/or monitor its agent, servant or employee, Defendant Ethan Showalter;
- b. Failing to train, supervise, and/or monitor persons working at Camp Bell;
- c. Failing to train, supervise, monitor, and/or ensure compliance with Scouting America's safety guidelines, rules, and conduct requirements by its chartered council, Defendant DWC;
- d. Failing to protect Keoni C. Hubbard from suffering consciously and being killed by the SUPRA;
- e. Failing to ensure its agents, servants, employees, and chartered councils followed good and accepted waterfront and boating safety guidelines, rules, and conduct requirements;
- f. Otherwise failing to act with reasonable care under the circumstances that then and there existed.

49) As a direct and proximate result of Defendant Scouting America's breaches, Keoni C.

Hubbard was struck by the SUPRA boat, caused to consciously suffer great pain of body and mind, including imminent fear of death, and died on July 7, 2023.

50) Plaintiffs are entitled to damages pursuant to RSA §556:12 from Defendant Scouting America

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount this Honorable Court deems just and proper, together with interest, cost, and fees.

**COUNT II - NEGLIGENCE v. DANIEL WEBSTER COUNCIL, INCORPORATED, OF
THE BOY SCOUTS OF AMERICA**

- 51) Plaintiffs repeat and incorporate by reference the preceding paragraphs as if set forth herein.
- 52) Defendant DWC, its agents, servants, and employees, owed duties to Plaintiffs' Decedent Keoni C. Hubbard.
- 53) Defendant DWC, its agents, servants, and employees, breached duties owed to Plaintiffs' Decedent Keoni C. Hubbard, including but not limited to:
- a. Failing to train, supervise, and/or monitor its agent, servant or employee, Defendant Ethan Showalter;
 - b. Failing to train, supervise, and/or monitor persons working at Camp Bell;
 - c. Failing to train, supervise, monitor, and/or ensure compliance with Scouting America safety guidelines, rules, and conduct requirements;
 - d. Failing to protect Keoni C. Hubbard from suffering consciously and being killed by the SUPRA;
 - e. Failing to ensure its agents, servants, employees, and chartered councils followed good and accepted waterfront and boating safety guidelines, rules and conduct requirements; and
 - f. Otherwise failing to act with reasonable care under the circumstances that then and there existed.
- 54) As a direct and proximate result of Defendant DWC's breaches, Keoni C. Hubbard was struck by the SUPRA boat, caused to consciously suffer great pain of body and mind, including imminent fear of death, and died on July 7, 2023.
- 55) Plaintiffs are entitled to damages pursuant to RSA §556:12 from Defendant DWC.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount this Honorable Court deems just and proper, together with interest, cost, and fees.

COUNT III – NEGLIGENCE v. ETHAN SHOWALTER

56) Plaintiffs repeat and incorporate by reference the preceding paragraphs as if set forth herein.

57) Defendant Showalter owed duties to Plaintiffs' Decedent Keoni C. Hubbard.

58) Defendant Showalter breached duties owed to Plaintiffs' Decedent Keoni C. Hubbard, including but not limited to:

- a. Unsafely operating the SUPRA boat;
- b. Failing to adhere to good and accepted waterfront safety and boating practices;
- c. Failing to adhere to Scouting America safety guidelines, rules, and conduct requirements;
- d. Failing to keep a proper lookout;
- e. Failing to check the surrounding area before engaging the motor of the SUPRA;
- f. Striking, injuring, and killing Keoni C. Hubbard with the propellor of the SUPRA; and
- g. Otherwise failing to act with reasonable care under the circumstances which then and there existed.

59) As a direct and proximate result of Defendant Showalter's breaches, Keoni C. Hubbard was struck by the SUPRA boat, caused to consciously suffer great pain of body and mind, including imminent fear of death, and died on July 7, 2023.

60) Plaintiffs are entitled to damages pursuant to RSA §556:12 from Defendant Showalter.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount this Honorable Court deems just and proper, together with interest, cost, and fees.

**COUNT IV – RESPONDEAT SUPERIOR v. BOY SCOUTS OF AMERICA, CORP.
D/B/A SCOUTING AMERICA**

61) Plaintiffs repeat and incorporate by reference the preceding paragraphs as if set forth herein.

62) On July 7, 2023, Defendant Showalter was an agent, servant, and/or employee of Defendant Scouting America.

63) On July 7, 2023, Defendant Showalter was acting in the scope of his employment and/or agency with Scouting America when he negligently and without due care operated the SUPRA boat, striking, injuring, and killing Plaintiffs' Decedent Keoni C. Hubbard.

64) Defendant Scouting America is vicariously liable for the negligence and breaches of duties committed by Defendant Showalter.

65) Plaintiffs are entitled to damages pursuant to RSA §556:12 from Defendant Scouting America for the negligent conduct of its agent, servant, and/or employee Defendant Showalter.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount this Honorable Court deems just and proper, together with interest, cost, and fees.

**COUNT V – RESPONDEAT SUPERIOR v. DANIEL WEBSTER COUNCIL,
INCORPORATED, OF THE BOY SCOUTS OF AMERICA**

66) Plaintiffs repeat and incorporate by reference the preceding paragraphs as if set forth herein.

67) On July 7, 2023, Defendant Showalter was an agent, servant, and/or employee of Defendant DWC.

68) On July 7, 2023, Defendant Showalter was acting in the scope of his employment and/or agency with DWC when he negligently and without due care operated the SUPRA boat, striking, injuring, and killing Plaintiff Decedent Keoni C. Hubbard.

69) Defendant DWC is vicariously liable for the negligence and breaches of duties committed by Defendant Showalter.

70) Plaintiffs are entitled to damages pursuant to RSA §556:12 from Defendant DWC for the negligent conduct of its agent, servant, and/or employee Defendant Showalter.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount this Honorable Court deems just and proper, together with interest, cost, and fees.

COUNT VI – ENHANCED COMPENSATORY DAMAGES v. ALL DEFENDANTS

71) Plaintiffs repeat and incorporate by reference the preceding paragraphs as if set forth herein.

72) The conduct of all Defendants’ including the agents, servants, and employees of Scouting America and DWC, as set forth above was wanton, malicious, and/or oppressive and was in reckless disregard of the foreseeability of the risk of serious harm to Camp Bell scouts, including Plaintiff Decedent Keoni C. Hubbard.

73) But for Defendants’ wanton, malicious, and/or oppressive conduct, Plaintiffs’ decedent Keoni C. Hubbard would not have suffered great pain of body and mind, imminent fear of death, conscious pain and suffering, and death.

74) Defendants are liable to Plaintiffs for enhanced compensatory damages.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount this Honorable Court deems just and proper, together with interest, cost, and fees.

PLAINTIFFS DEMAND TRIAL BY JURY ON ALL CLAIMS

Respectfully submitted,
Plaintiffs, by their attorneys,

Dated:

/s/BrettRCorson
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