

State of New Mexico  
County of Bernalillo  
Second Judicial District Court

**Edward V. Lucero,**  
Plaintiff

vs.

No. D-202-CV-2019-05558

**Richard L. Lucero, and  
Boy Scouts of America,**  
Defendants

### **First Amended Complaint for Personal Injury Damages**

Plaintiff Edward V. Lucero, by counsel Tiwald Law PC (John Tiwald, John E. Reidy),  
states the following:

#### **Parties, Jurisdiction, Venue**

1. Plaintiff Edward V. Lucero is a resident of Albuquerque, New Mexico.
2. Defendant Richard L. Lucero is a resident of Española, New Mexico.
3. There is no familial relationship between Edward V. Lucero and Richard L. Lucero.
4. Defendant Boy Scouts of America is a foreign nonprofit corporation registered to do business in New Mexico.
5. Venue and jurisdiction are proper in Bernalillo County pursuant to §§ 38-3-1(A), (B), and (F), NMSA 1978.
6. This action is timely pursuant to § 37-1-30(A)(2), NMSA 1978, and Rule 1-006 NMRA.

### **Factual Allegations and Causes of Action**

7. Defendant Richard L. Lucero is a businessman who owns and operates Country Farm Supply in Española, New Mexico.

8. Mr. Lucero was elected and served as Mayor of the City of Española for 22 years, from 1968–1974, 1986–1994, and 1998–2006.

9. Mr. Lucero has been extremely active in Española civic and community affairs.

10. The *Richard L. Lucero Center*, Española’s Public Library and Recreational Swim and Athletic Center, was named after Mr. Lucero during his mayoral administration.

11. Richard L. Lucero helped form, led, and actively recruited boys to participate in the youth group, “Explorers,” also known as “Explorer Scouts” (hereinafter “Explorers”).

12. Mr. Lucero promoted Explorers as an organization for boys intended to teach life and leadership skills.

13. Upon information and belief, Explorers was, and is, an organization affiliated with Defendant Boy Scouts of America.

14. Mr. Lucero promoted Explorers widely; he recruited multiple adults including former Eagle Scouts; he led boys on excursions throughout Española and New Mexico and beyond; he conducted Explorer meetings at his home; and he used City of Española vehicles and resources for his Explorers group’s activities.

15. Upon information and belief, troop leaders in Boy Scouts of America and Explorers, including Mr. Lucero, were (and are) subject to the right and power of Boy Scouts of America to screen each such leader.

16. Upon information and belief, Boy Scouts of America oversaw, and oversees presently, annual registration of adults for leadership of its troops and youth groups, including Explorers.

17. Boy Scouts of America retains the right to control its youth group leaders.

18. Membership in Boy Scouts of America is a privilege, not a right.

19. Boy Scouts of America knew of Mr. Lucero's Explorers group and activities.

20. In 1986, Edward Lucero ("Edward" or "Plaintiff") was a young boy age 11, growing up in Española.

21. When Mr. Lucero was elected mayor in 1986, he hired a local woman to serve as his Española City Clerk. The woman was Edward's mother.

22. About this time, Mr. Lucero spoke to Edward's mother and offered Edward a job working in Mr. Lucero's store, Country Farm Supply.

23. Mr. Lucero also invited Edward to join the Explorers.

24. Mr. Lucero received the trust of Edward's parents because of his position as Mayor, his position with Explorers, his standing in the community, and his position as the employer of Edward's mother.

25. Edward enjoyed the type of work he was given at Mr. Lucero's store, and liked earning money for himself.

26. Soon after Edward began working at the store, Mr. Lucero suggested that Edward stay Friday nights at Mr. Lucero's home so that Edward could get up early on Saturdays and go directly to work at the store. Edward began staying at Mr. Lucero's home on Friday nights.

27. As Friday over-nights occurred more frequently at Mr. Lucero's house, Mr. Lucero began entering Edward's room, climbing on his bed, and asking to massage Edward's feet. Mr. Lucero would cut Edward's toenails.

28. Mr. Lucero told Edward, "I want to know everything about how your body works," and asked him about masturbation.

29. Edward felt these actions were odd and intrusive.

30. When Edward would take a shower, Mr. Lucero would sometimes enter the shower.

31. Mr. Lucero attempted sexual contact with Edward, but Edward repeatedly rebuffed Mr. Lucero's attempts.

32. Mr. Lucero threatened Edward that if he did not comply with Mr. Lucero's advances, Edward's mother would lose her job.

33. Mr. Lucero threatened Edward that if he told anyone of Mr. Lucero's advances or conduct, Edward's mother would lose her job.

34. Mr. Lucero also threatened that if Edward quit working at Mr. Lucero's store, Edward's mother would lose her job.

35. Eventually, when Edward was 12 years old, Mr. Lucero began masturbating himself in Edward's presence, and he began initiating direct sexual contact with Edward over Edward's objection. These events occurred at Mr. Lucero's home, and at other places.

36. During this time, Mr. Lucero began giving gifts to Edward, including a 1986 GMC Jimmy vehicle, an enduro motorcycle, a radio-controlled model car, and other gifts.

37. Mr. Lucero took Edward on many Explorers-related trips during this period.

38. Mr. Lucero usually described trips as Explorers-related.

39. Edward would go, and sometimes discover there were no other boys.
40. Mr. Lucero described Explorers to Edward's parents as a reason for trips.
41. Mr. Lucero took Edward on trips, including:
  - Denver;
  - Idaho;
  - Disney World in Florida;
  - Angel Fire, New Mexico; and
  - an ocean cruise.
42. When Edward was 13–14 years old, Mr. Lucero took him to Las Vegas NV and purchased new clothes for him as a “graduation present” for finishing junior high school.
43. On trips, Mr. Lucero masturbated himself in Edward's presence, and initiated direct sexual contact with Edward over Edward's objection.
44. Mr. Lucero also had Edward go on trips to feed-store trade shows in Amarillo, Texas.
45. On one trip to Amarillo, Mr. Lucero purchased tequila, giving it to Edward and causing him to fall asleep. Edward awakened to find Mr. Lucero performing a sex act on him. Edward pushed and kicked Mr. Lucero away.
46. During these years, Mr. Lucero routinely held Explorers meetings at his home, including overnight camp-outs on the premises.
47. During these campouts, Mr. Lucero provided alcoholic beverages to the boys.
48. During Explorers activities, Mr. Lucero showed pornography to the boys.
49. Mr. Lucero would call Explorers meetings. Showing up, a boy would discover himself to be the only one invited, and all alone with Mr. Lucero.

50. Mr. Lucero's position and authority with Explorers helped him obtain trust from the boys and parents.

51. During the activities, Mr. Lucero would grope Edward and other boys.

52. Edward feared for his mother's job and for his own job, and he feared the power and standing of Mr. Lucero.

53. In addition to the threats concerning Edward's mother, Mr. Lucero threatened to take back the GMC Jimmy and the enduro motorcycle if Edward disclosed or failed to comply with Mr. Lucero's sexual conduct.

54. Edward never gave willing consent to Mr. Lucero's sexual advances or conduct.

55. Given Mr. Lucero's status and authority, Edward did not think he could tell anyone about what Mr. Lucero was doing.

56. Edward felt terrible shame for the sex acts which Mr. Lucero had perpetrated upon him, and his performance in school declined. Edward began using alcohol and drugs to suppress and escape his feelings, and he never told anyone of what had happened.

57. Mr. Lucero's use of authority, grooming, coercion, threats, force, and repeated sexual contact with Edward caused or contributed to the delinquency of Edward.

58. Eventually, on July 13, 2016, while incarcerated for a drug-related offense in the Santa Fe County Detention Center, Edward told a jail counselor he was suffering nightmares and flashbacks of childhood trauma. Although he did not disclose the nature of his childhood trauma, this was the first time Edward came close to disclosing his childhood sexual abuse to any person.

59. In the months after July 13, 2016, Edward disclosed to the counselor his sexual abuse by Mr. Lucero.

60. Mr. Lucero sexually abused other boys, in addition to Edward.

### **Additional Factual Allegations**

61. Defendant Richard L. Lucero and Defendant Boy Scouts of America agreed, expressly or implicitly, to Defendant Richard L. Lucero's position, activities, and/or services for Explorers and Boy Scouts of America.

62. Defendant Richard L. Lucero and Defendant Boy Scouts of America agreed, expressly or implicitly, that Mr. Lucero could lead, or participate in, Explorers.

63. Defendant Boy Scouts of America agreed, expressly or implicitly, to the Explorers group of Defendant Richard L. Lucero.

64. In addition, Defendant Boy Scouts of America knew of the Explorers activities and stated affiliations of Defendant Richard L. Lucero.

65. Defendant Boy Scouts of America permitted, expressly or implicitly, Defendant Richard L. Lucero's ongoing Explorers position, authority, and/or activities.

66. By its acts and conduct, Defendant Boy Scouts of America caused Plaintiff Edward Lucero and others to reasonably believe that Defendant Richard L. Lucero was an agent of Boy Scouts of America.

67. Plaintiff Edward Lucero dealt with Defendant Richard L. Lucero in justifiable reliance upon the conduct and representations of Defendant Boy Scouts of America.

68. Explorers, including Defendant Richard L. Lucero's authority and position therewith, aided Mr. Lucero in committing the torts alleged herein.

69. Explorers aided Mr. Lucero in obtaining the trust of boys, including Plaintiff Edward Lucero, and their parents.

70. Explorers, including without limitation Mr. Lucero's authority, position, and activities therewith, aided Mr. Lucero in sexually abusing Plaintiff Edward Lucero.

71. Boy Scouts of America has known on a national level for decades that it has significant problems with sexual abuse of Scouts by Scout group leaders.

72. Boy Scouts of America has long collected and maintained records and files that identify abused boys plus perpetrators of abuse within the ranks of BSA youth group leaders, and related information. These files are often referred to as the “Ineligible Volunteer,” or “IV,” files.

73. Boy Scouts of America maintained these files throughout all periods alleged in this complaint.

**Count I—Assault  
Claim Against Richard Lucero**

74. Plaintiff incorporates all other paragraphs of this complaint.

75. Mr. Lucero knowingly, willfully, and intentionally groomed young, under-age Edward to make Edward available to Mr. Lucero for his personal licentious and criminal purposes.

76. Mr. Lucero threatened, coerced, and extorted young Edward by saying and implying that Mr. Lucero would terminate Edward’s mother’s job with the City of Española, if Edward disclosed Mr. Lucero’s licentious and criminal sexual acts, or refused to participate.

77. Mr. Lucero threatened, coerced, and extorted young Edward by saying and implying that Mr. Lucero would terminate Edward’s job with Mr. Lucero’s business, if Edward disclosed Mr. Lucero’s licentious and criminal sexual acts, or refused to participate in the actions.

78. Edward felt threatened by and was fearful of Mr. Lucero.

79. As a direct and proximate result of Mr. Lucero’s acts, Edward has suffered physical harm and recurrent psychological trauma and injury.

**Count II—Battery**

**Claim Against Richard Lucero**

80. Plaintiff incorporates all other paragraphs of this complaint.

81. Mr. Lucero knowingly, willfully, intentionally, and unlawfully touched Edward in a harmful and offensive manner by sexual contacts with his person, contrary to New Mexico law.

82. Mr. Lucero's intentional and illegal sexual touching of Edward was harmful and offensive contact.

83. As a direct and proximate result of Mr. Lucero's acts, Edward has suffered physical harm and recurrent psychological trauma and injury.

**Count III—Intentional Infliction of Emotional Distress  
Claim Against Richard Lucero**

84. Plaintiff incorporates all other paragraphs of this complaint.

85. Mr. Lucero's conduct was extreme and outrageous, exceeding all limits of common decency.

86. Mr. Lucero recklessly or intentionally inflicted severe emotion distress on Edward.

87. Mr. Lucero's actions directly and proximately caused Edward to suffer severe emotional distress.

**Count IV—Prima Facie Tort  
Claim Against Richard Lucero**

88. Plaintiff incorporates all other paragraphs of this complaint.

89. Mr. Lucero knew that his intentional, licentious, illegal, and criminal sexual overtures and activities with Edward would cause harm to the young boy.

90. Mr. Lucero's actions were a cause of the injuries and damages suffered by Edward.

91. Mr. Lucero's actions were not justifiable under the circumstances.

**Count V—Negligent Retention and Supervision  
Claim Against Boy Scouts of America**

92. Plaintiff restates and incorporates by reference all other paragraphs of this Complaint.

93. Defendant Richard L. Lucero, by and through his Explorers position, affiliation, group, and activities, was an agent of Defendant Boy Scouts of America at the times material hereto, including during the commission of torts described herein.

94. Defendant Boy Scouts of America knew or should have known that retaining Defendant Richard L. Lucero would create an unreasonable risk of injury or harm to a group that included Plaintiff Edward Lucero.

95. Defendant Boy Scouts of America failed to exercise ordinary care in its retention of Defendant Richard L. Lucero.

96. Defendant Boy Scouts of America further failed to exercise ordinary care in its supervision of Defendant Richard L. Lucero.

97. Defendant Boy Scouts of America's negligence in retaining and supervising Defendant Richard L. Lucero was a cause of the injuries and damages of Plaintiff Edward Lucero set forth herein.

**Count VI—Negligent Hiring  
Claim Against Boy Scouts of America**

98. Plaintiff restates and incorporates by reference all other paragraphs of this Complaint.

99. Defendant Boy Scouts of America selected or permitted Defendant Richard L. Lucero to lead or participate in Explorers.

100. Defendant Boy Scouts of America knew or should have known that selecting or permitting Defendant Richard L. Lucero to lead or participate in Explorers would create an unreasonable risk of harm to Plaintiff Edward Lucero and to other boys.

101. Defendant Boy Scouts of America failed to exercise ordinary care in its selection or permitting of Defendant Richard L. Lucero to lead or participate in Explorers.

102. Defendant Boy Scouts of America's negligence in selecting or permitting Defendant Richard L. Lucero to lead or participate in Explorers was a cause of the injuries and damages of Plaintiff Edward Lucero set forth herein.

### **Damages**

103. As a direct and proximate result of the actions of Defendants, and of each of them, Edward V. Lucero has suffered injuries including but not limited to:

- a. Pain and suffering;
- b. Loss of enjoyment of life;
- c. Severe emotional distress;
- d. Other damages permitted by New Mexico law.

104. Defendant Boy Scouts of America is vicariously liable for the conduct of Defendant Richard L. Lucero.

105. Defendant Boy Scouts of America is liable for its own tortious omissions and acts.

106. The actions of Richard L. Lucero were malicious, willful, reckless, and wanton.

107. Richard L. Lucero is liable for punitive damages.

108. Punitive damages should be awarded to punish Richard L. Lucero, and to deter others from the commission of like offenses.

**Wherefore** Plaintiff Edward Lucero asks for judgment for:

- A. Compensatory damages against both defendants, and against each of them;
- B. Punitive damages against Defendant Richard L. Lucero;
- C. Costs in this action, for pre-judgment interest, and for such other relief as provided by New Mexico law.

**Tiwald Law, P.C.**  
**Counsel for Plaintiff**

By /s/ John Tiwald — for electronic filing

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Certificate of Service:

I certify that a copy of this document was emailed on August 29, 2019, to counsel for Defendant Richard L. Lucero at gorence@golaw.us and jason@bowles-lawfirm.com; and to counsel for Defendant Boy Scouts of America at kw@keleher-law.com.

/s/ John Tiwald