

Kanakuk Alumni Foundation), Kanakuk Heritage, Inc. (a/k/a and/or d/b/a Kanakuk Missouri, Inc., Kanakuk Kamps, Inc., Kanakuk Kamps, K-Kamps, Inc., Kanakuk-Kanakomo Kamp, Kanakuk-Kanakomo Kamps, Kanakuk-Kanakomo Kamp, Inc.), and Peter (“Pete”) D. Newman, Defendants, and would respectfully show the Court as follows:

1. PARTIES

1.1. Plaintiff John Doe III is a permanent resident of the State of Texas within the Northern District of Texas, Dallas Division; however, on the date of filing, he is residing in Massachusetts.

1.2. Defendant Kanakuk Ministries (a/k/a and/or d/b/a Kanakuk Kamp, Kanakuk Kamps, Kanakuk, Kanakuk-Kanakomo Kamps, Christian Children’s Charity, Kanakuk Alumni Foundation) is incorporated under the laws of the State of Missouri and has its principal place of business in Branson, Missouri. At all times material to this case, Kanakuk Ministries has been doing business in Texas, including those acts defined under §17.042 of the Texas Civil Practice and Remedies Code. This Defendant may be served by serving its agent for service of process, Corporate Creations Network, Inc., 4265 San Felipe, No. 1100, Houston, Texas 77027.

1.3. Kanakuk Heritage, Inc. (a/k/a and/or d/b/a Kanakuk Missouri, Inc., Kanakuk Kamps, Inc., Kanakuk Kamps, K-Kamps, Inc., Kanakuk-Kanakomo Kamp, Kanakuk-Kanakomo Kamps, Kanakuk-Kanakomo Kamp, Inc.) is incorporated under

the laws of the State of Missouri and has its principal place of business in Branson, Missouri (registered agent, Joe T. White, 1353 Lake Shore Drive, Branson, Missouri 65616). At all times material to this case, Kanakuk Heritage, Inc. has been doing business in Texas, including those acts defined under §17.042 of the Texas Civil Practice and Remedies Code.

1.4. This Defendant does not maintain a registered agent for service of process in Texas. Service of process may be had, according to the laws of Texas, on the Texas Secretary of State, who will then forward the summons and complaint to the Defendant's registered agent, Joe T. White, 1353 Lake Shore Drive, Branson, Missouri 65616, by certified mail, return receipt requested.

1.5. Defendant Peter ("Pete") D. Newman is an individual who is a citizen of the State of Missouri. This Defendant may be served at Jefferson City Correctional Center, 8200 No More Victims, Jefferson City, Missouri 65101.

2. JURISDICTION

2.1. This Court's jurisdiction is based upon diversity of citizenship of the Plaintiff and Defendants pursuant to 28 U.S.C. § 1332.

2.2. The amount in controversy, exclusive of interest and costs, exceeds SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00).

3. VENUE

3.1. Venue is proper pursuant to 28 U.S.C. §1391 because a substantial part of the events or omissions giving rise to Plaintiff's claims, as outlined in Sections 4 and 5, occurred within the Northern District of Texas.

3.2. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. solicited Texas residents to permit their minor children to attend Kanakuk Kamps in Missouri. These solicitations occurred by in-person appeals and informational sessions attended by employees, agents, and/or representatives of Kanakuk Ministries and/or Kanakuk Heritage, Inc. Further solicitation of Texas campers, including John Doe III, occurred by U.S. mail directed to Texas residents and by electronic format, including the internet, directed to Texas residents. The purpose of these activities was to have Texas parents, like those of John Doe III, pay to send their minor children to Defendants' residential camps in Missouri. Use of these tools built a relationship between Defendants and John Doe III and his parents. The result was John Doe III attending Kanakuk Kamp from the time he was 7 until he was 16.

3.3. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. arranged to transport Texas children bound for Kanakuk Kamps, including John Doe III, by buses that departed from the Northpark Center parking lot in Dallas, Texas and traveled to Kanakuk camps in Missouri. As a result, John Doe III's camp experience began in Dallas, Texas, when he boarded a bus with other children and the Kanakuk

staff for a day-long bus ride.

3.4 Defendants Kanakuk Ministries and Kanakuk Heritage structured Kanakuk Kamps so that Kamp staff, including Defendant Newman, would continue Kamp-sponsored and sanctioned communications with kampers after the kampers returned home from summer residential camp in Missouri. Defendant Newman, through Kanakuk sponsored and encouraged communications, developed a deeper and more trusting relationship with John Doe III by phoning him directly at his home in Texas, by emailing him at his home in Texas, and by sending cards and letters to John Doe III at his home in Texas. That the Kamp director, Defendant Newman, not just a camp counselor, took an interest in John Doe III and sought him out at his home in Texas by phone, email, and cards and letters delivered to John Doe III by U.S. mail, was part of Defendant Newman's "grooming" process. These actions were intended to and did make John Doe III believe that he had a special relationship with Defendant Newman and led John Doe III to more completely trust and believe Defendant Newman. These acts continued throughout the abuse.

3.5. Defendants Kanakuk Ministries and Kanakuk Heritage in the regular course of business sent Kanakuk staff, including Defendant Newman, on trips to other states, including Texas, to conduct their business. During these trips, Defendant Newman and other staff stayed in homes of "Kanakuk families" – those who sent their children to Kanakuk Kamps. Defendant Newman took many trips to the

Northern District of Texas, Dallas Division, and stayed in John Doe III's home many times. During these stays, Newman molested John Doe III in his home.

3.6. Defendant Newman, as a director of Kanakuk Kamps, was responsible for religious teaching. Kanakuk Ministries and/or Kanakuk Heritage sponsored and endorsed Defendant Newman as a religious mentor, increasing his authority in John Doe III's eyes. Oftentimes Newman molested John Doe III following devotions with John Doe III, within the Northern District of Texas, Dallas Division.

3.7. Defendant Newman also molested John Doe III on Kanakuk promotional trips within the Northern District of Texas.

4. STATEMENT OF THE FACTS

4.1. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. operated residence camps for children known as Kanakuk Kamps. John Doe III attended the camps and resided on Kanakuk Kamp property, making him a "kamper" at these camps from ages 7 to 16.

4.2. Defendant Newman worked as Kamp staff and/or Director at all times when John Doe III was in contact with Defendant Newman.

4.3. John Doe III first met Defendant Newman at Kanakuk Kamp even before he was a Kamper himself. From that first meeting, Defendant Newman began "grooming" John Doe III by seeking him out, touching him, finding him for meals and having one-on-one talks with him.

4.4. Defendant Newman molested John Doe III from the time he was 10. Defendant Newman continued to molest John Doe III until he was 16. The molestation included all types of sexual activity except kissing. The molestation occurred in 2001, 2002, 2003, 2004, 2005, 2006, and 2007.

4.5. Defendants Kanakuk Ministries and/or Kanakuk Heritage gave Defendant Newman, their employee, agent, and/or authorized representative, access to John Doe III. This enabled Newman to molest John Doe III:

- ! on the Kanakuk Kamp grounds in Kamp cabins;
- ! on the Kanakuk Kamp grounds in the gym;
- ! on the Kanakuk Kamp grounds in the pool;
- ! on the Kanakuk Kamp grounds in the showers;
- ! on Kanakuk Kamp promotional trips within the Northern District of Texas and in other states; and
- ! on father-son retreats.

4.6. Kanakuk Kamps purported to offer a Christian faith-based outdoor experience for children. “Kamp” activities were to include athletics and outdoor experiences as well as Christian guidance and ministry provided and facilitated by the employees, agents, and representatives of Kanakuk Ministries and/or Kanakuk Heritage, Inc. As a director of Kanakuk Kamps, Defendant Newman’s duties included encouraging and instructing “kampers” in Bible study and encouraging the

children in his custody and control to develop a deeper Christian faith and relationship with God.

4.7. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. had every reason to know that Defendant Newman, a sexual predator, was operating freely in the Kanakuk Kamps and placing young boys at risk for sexual abuse and molestation and the lifelong burdens that childhood sexual abuse creates.

4.8. At least as early as 1999, Defendant Kanakuk Ministries and/or Kanakuk Heritage, Inc. knew that Defendant Newman, in the nude, was riding four-wheelers at the “kamp” with nude boys, and swimming nude with minor boys. In response, Defendant Newman continued as an employee, agent, and/or representative of Defendants.

4.9. Defendants Kanakuk Ministries and/or Kanakuk Heritage knew that Defendant Newman had private one-on-one sleep-overs with boys at Kanakuk Kamp. Although Newman was cautioned that this could destroy his ministry, he was retained as an employee and promoted to director.

4.10. Defendant Kanakuk Ministries and/or Kanakuk Heritage learned that Newman was running nude through the camp with minor boys, was playing nude basketball with minor boys, and swimming nude with minor boys. In response, Defendants Kanakuk Ministries and/or Kanakuk Heritage sent Newman to a lawyer in Oklahoma and continued Newman’s employment.

4.11. Defendant Newman's abuse of John Doe III occurred under the mantle and with the cloak of trust and authority placed upon him by Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. At all times material to this case, Defendant Newman acted in the course and scope of his employment with Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc.

4.12. Defendant Newman was employed as staff and ultimately as a director with Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. and was subject to Defendants' supervision and control when he sexually abused minor kampers, including John Doe III, a minor. Defendant Newman came to know minors, including John Doe III, and their families, and gained access to minor boys because of his position at Kananuk Kamps. Defendant Newman engaged in this wrongful conduct while in the course and scope of his employment with Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc.; therefore, Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. are liable for the wrongful conduct of Defendant Newman. Plaintiffs, therefore, plead vicarious liability, respondeat superior, agency, apparent agency, and agency by estoppel.

4.13. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. placed Defendant Newman in a position of trust around minor children. They held Defendant Newman out as a safe, Christian director, counselor, and representative of Kanakuk Kamps. Defendant Newman was working in this capacity when he sexually

abused and molested minor children, including John Doe III.

4.14. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. are also liable to John Doe III under a theory of ratification due to their knowledge of Defendant Newman's prior sexual misconduct and acts with minors, and their failure to act upon their knowledge to protect minors, including John Doe III, from Defendant Newman. By taking no action, Defendants ratified and approved Defendant Newman's conduct.

4.15. As a result of Defendants' negligent acts and omissions, John Doe III suffered injuries that have required and will continue to require medical, psychiatric, and psychological care. The childhood sexual abuse of John Doe III in his family home and in the context of what was purported to be Christian ministry further complicates his injuries and treatment.

5. CAUSES OF ACTION

Fraud, Misrepresentation, and Unfair and Deceptive Practices

5.1. Plaintiffs incorporate by reference, as if set forth at length herein, all factual allegations set forth in the prior paragraphs of this Complaint.

5.2. Defendants solicited and recruited minor "kampers" and their families and represented to them that Kanakuk Kamps was a safe and loving Christian place, and that the Kamps' staff, including Defendant Newman, would help minors further their Christian faith and relationship with God.

5.3. These representations were material to John Doe III's parents' decision to enroll him at Kanakuk Kamps, from 1998 through 2007, and to entrust him to Kanakuk Kamps and its staff, including Defendant Newman.

5.4. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. knew or should have known that these representations were false before 2001. They knew that Defendant Newman engaged in sexually inappropriate behavior with minor boys and nevertheless promoted Kanakuk Kamps and its staff as safe, without disclosing what they knew about Defendant Newman's inappropriate behavior with minor boys.

5.5. Not knowing that these representations were false, and not knowing that Defendant Newman's conduct was contrary to these representations, John Doe III's parents developed trust and confidence in Kanakuk Kamps and its staff and allowed John Doe III to attend and to spend time alone with Defendant Newman in a variety of places, including their home.

5.6. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. breached their duty to disclose all material facts relating to Defendant Newman's past sexual misconduct with minor boys. John Doe III's parents relied on Defendants' representations that Kanakuk Kamps was a safe Christian place and on Defendants' non-disclosure of material facts relating to Defendant Newman's past in deciding to send John Doe III to Kanakuk Kamps and to have alone time with John Doe III. John Doe III was injured and harmed as a result of Defendants' false representations and

failure to disclose material facts because these actions resulted in Defendant Newman's access to John Doe III for molestation.

5.7. The actions and omissions of Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc., as set forth in the prior paragraphs of this Complaint, which allowed the sexual abuse of John Doe III to occur, constitute fraud, deception, false promises, misrepresentation, concealment, and a breach of trust and contract, as these terms are defined and understood under the common law and statutes of Missouri and Texas as well as Chapter 407.020 of the Missouri Merchandising Practices Act and Section 17.14 *et seq.* of the Texas Deceptive Trade Practices and Consumer Protection Act.

Negligence

5.8. Defendant Newman was employed by Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. as a director, counselor, and representative of Kanakuk Kamps at the time of his sexual abuse and molestation of John Doe III. Defendant Newman's access to John Doe III was incident to Newman's employment and, therefore, Defendant Newman's conduct is imputed to Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc.

5.9. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. were negligent in hiring, supervising, retaining, and/or continuing the employment of Defendant Newman when they knew, as early as 1999, that Defendant Newman was

acting out sexually and inappropriately with minor boys.

5.10. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. failed to warn John Doe III or his parents of Defendant Newman's inappropriate behavior with minors, including his nudity and one-on-one sleep-overs with minor boys.

5.11. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. failed to report, investigate, and/or otherwise take appropriate action, including contacting authorities and/or law enforcement personnel or agencies and removing Defendant Newman from Kanakuk Kamps after learning, as early as 1999, and then in 2003, that Defendant Newman was acting inappropriately with minors. These actions were negligent and negligent *per se* under Missouri law.

5.12. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc.'s failure to properly monitor and supervise Defendant Newman, and their failure to discontinue his employment, allowed Defendant Newman's inappropriate sexual behavior with minors to occur and continue for approximately ten years.

5.13. Defendants' actions and omissions were a substantial cause and/or proximate cause of the sexual abuse of John Doe III and his resulting harm and damages.

Negligent Infliction of Emotional Distress

5.14. Plaintiffs allege that the actions and omissions of these Defendants have negligently inflicted emotional distress upon John Doe III.

5.15. Defendants Kanakuk Ministries and/or Kanakuk Heritage, Inc. owed a duty to all “kampers” attending Kanakuk Kamps, including John Doe III, to protect them from harm, including sexual misconduct of Defendants’ staff.

5.16. These Defendants were negligent in permitting Defendant Newman’s access to John Doe III and his molestation of John Doe III.

5.17. These Defendants should have realized that their conduct involved an unreasonable risk of harm to John Doe III with resulting severe emotional and mental distress and injury to John Doe III.

5.18. Defendants’ conduct was a substantial cause and/or proximate cause of John Doe III’s past and continuing injuries, including severe emotional and mental distress or harm.

Defendant Pete Newman

5.19. Defendant Newman was as a director, counselor, and representative of Kanakuk Kamps when he molested John Doe III in satisfaction of Newman’s sexual desires.

5.20. Defendant Newman had a duty to exercise ordinary care as a director, counselor, and representative of Kanakuk Kamps. Defendant Newman breached this duty for the same reasons set forth in the prior paragraphs of this Complaint. This includes Defendant Newman allowing himself to be alone and nude with minor boys, having sexual contact with boys such as John Doe III, including masturbation, oral

sex, and sodomy.

5.21. Defendant Newman's conduct was a substantial cause and/or proximate cause of the severe emotional and mental distress, harm, and injury John Doe III experienced in the past and in all likelihood will continue to experience in the future.

6. DAMAGES

6.1. John Doe III has experienced severe injuries requiring medical, psychiatric, and psychological care in the past and that in all reasonable probability will continue in the future as a result of his injuries.

6.2. John Doe III has sustained mental anguish and emotional distress in the past and in all reasonable probability will sustain mental anguish and emotional distress in the future.

6.3. John Doe III sustained pain and suffering and/or bodily harm from the sexual abuses in question.

6.4. John Doe III has suffered physical injuries as a result of the molestation described above, that in reasonable medical probability will continue in the future.

6.5. John Doe III has lost earnings and/or earning capacity in the past, and in all reasonable likelihood will continue to suffer a loss of earning capacity in the future.

6.6. John Doe III has suffered a past loss of capacity and in all reasonable likelihood will continue to suffer future incapacity.

7. EXEMPLARY DAMAGES

____7.1. The injuries and damages sustained by John Doe III resulted from Defendants' fraud, malice, gross negligence, and/or reckless and outrageous conduct as those terms are defined and understood under the common law and statutes of Missouri and Texas. Plaintiff seeks punitive and exemplary damages to punish and deter the outrageous conduct taken in heedless and reckless disregard to the rights and safety of Plaintiff and as a result of Defendants' conscious indifference to the rights, safety, and welfare of others, including Plaintiff. Plaintiff seeks recovery of punitive and exemplary damages in an amount sufficient to deter such unconscionable and irresponsible conduct in the future.

8. ATTORNEY'S FEES

8.1. Plaintiff has been required to retain the undersigned attorneys to prosecute this civil action. Pursuant to Chapter 407 of the Missouri Merchandising Practices Act as well as Section 17.14 *et seq.* of the Texas Deceptive Trade Practices and Consumer Protection Act, Plaintiff seeks an award for reasonable and necessary attorney's fees.

9. JURY TRIAL

9.1. Plaintiff requests a trial by jury.

10. PRAYER FOR JUDGMENT

10.1. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for judgment against Defendants for the following relief:

10.2. Fair, just, and adequate compensation, well in excess of this Honorable Court's minimum jurisdictional requirement of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), for past and future general and special damages including all actual damages;

10.3. Recovery of pre-judgment and post-judgment interest;

10.4. Reimbursement of taxable costs;

10.5. Attorney's fees;

10.6. Punitive or exemplary damages; and

10.7. Such other and further relief, general and special, legal and equitable, to which Plaintiff may be justly entitled.

Respectfully submitted,

TURLEY LAW FIRM

/s/ Linda Turley

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