

IN THE CIRCUIT COURT OF TANEY COUNTY, MISSOURI

LOGAN YANDELL,)
)
Plaintiff,) Case No.
v.) Div.
)
KANAKUK HERITAGE, INC.) Plaintiff Demands Trial by Jury
1353 Lake Shore Drive)
Branson, Missouri 65616)
Please Serve:)
Joe White)
1353 Lake Shore Drive)
Branson, Missouri 65616)
)
and)
)
KANAKUK MINISTRIES)
1353 Lake Shore Drive)
Branson, Missouri 65616)
Please Serve:)
John Jensen)
1353 Lake Shore Drive)
Branson, Missouri 65616)
)
and)
)
JOE WHITE, Individually,)
1353 Lake Shore Drive)
Branson, Missouri 65616)
)
and)
)
WESTCHESTER FIRE INSURANCE COMPANY)
f/k/a ACE WESTCHESTER SPECIALTY GROUP)
436 Walnut Street)
Philadelphia, Pennsylvania 19106)
Please Serve:)
CT Corporation System)
120 South Central Avenue)
Clayton, Missouri 63105)
)
and)
)
JOHN DOE,)
)
)

Defendants.)

PETITION FOR DAMAGES

COMES NOW Plaintiff, Logan Yandell, by and through undersigned counsel, for his Petition for Damages against Defendants Kanakuk Heritage, Kanakuk Ministries, Joe White, Westchester Fire Insurance Company f/k/a Ace Westchester Specialty Group, and John Doe, states and alleges as follows:

PARTIES

1. Plaintiff Logan Yandell (hereinafter "Plaintiff") was at all times relevant herein, an individual citizen and resident of Sumner County, Tennessee.

2. Defendant Kanakuk Heritage, Inc. (hereinafter "Kanakuk Heritage") is a Missouri corporation and is the surviving corporation and/or owner of all predecessor Kanakuk entities. At all times relevant to this Petition, Kanakuk Heritage was not a church or a religious organization. Kanakuk Heritage can be served through its registered agent at the address listed above.

3. Defendant Kanakuk Ministries is a Missouri non-profit corporation and is the surviving corporation and/or owner of all predecessor Kanakuk entities. At all times relevant to this Petition, Kanakuk Ministries was not a church or a religious organization. Kanakuk Ministries can be served through its registered agent at the address listed above.

4. Defendant Joe White is an individual resident and citizen of the State of Missouri. At all times relevant to this Petition, Joe White served as President of Defendants Kanakuk Heritage and Kanakuk Ministries. Joe White can be served at the address listed above.

5. Kanakuk Heritage, Kanakuk Ministries, and Joe White may be collectively referred to herein as the "Kanakuk Defendants."

6. Defendant Westchester Fire Insurance Company f/k/a Ace Westchester Specialty Group is a Pennsylvania corporation licensed to do business in Missouri through the Missouri Department of Insurance. On information and belief, Westchester Fire Insurance Company merged into Ace Indemnity Insurance Company and/or Ace Westchester Specialty Group and then changed its name to Westchester Fire Insurance Company effective January 1, 2011. At all times relevant to this Petition, Ace Indemnity Insurance Company and/or Ace Westchester Specialty Group was the insurance carrier for the Kanakuk Defendants. Consequently, Westchester Fire Insurance Company f/k/a Ace Westchester Specialty Group will be referred to hereinafter as "Defendant ACE." Defendant ACE can be served through its registered agent at the address listed above.

7. All defendants, including Defendant ACE, may be collectively referred to herein as "Defendants."

JURISDICTION AND VENUE

8. This Court has jurisdiction over the causes of action asserted herein and over the parties to this action. Plaintiff asserts claims under Missouri common law. This Court has jurisdiction because Defendants Kanakuk Heritage and Kanakuk Ministries are Missouri corporations, who are registered and transact business in this State. Defendant Joe White is a citizen of the State of Missouri. Defendant ACE, although a Pennsylvania corporation, is licensed to do business in Missouri and registered with the Missouri Department of Insurance. Together, Defendants committed tortious acts in the State of Missouri.

9. Venue is proper in this court under RSMo. § 508.010, because Plaintiff was first injured in Branson, Taney County, Missouri.

FRAUD
(Against all Defendants)

10. At all times relevant to this Petition, the Kanakuk Defendants owned and operated residence camps for children known as “Kanakuk Kamps” where children would come sleep and attend camp activities for periods of time ranging from one to three weeks.

11. Kanakuk Kamps include, but are not limited to, K-1, K-2, and K-Kountry.

12. In 1995, the Kanakuk Defendants hired and retained Peter Newman (hereinafter referred to as “Newman”) in the position of counselor.

13. At all times relevant to this Petition, Newman was an employee of Defendants.

14. From 1997 to 2005, William Cunningham (hereinafter “Cunningham”) was Director of K-Kountry. ***See Ex. A, Affidavit of William Cunningham.***

15. During the same time period, Cunningham was the direct supervisor of Newman.

Id.

16. During the time Newman was a Kanakuk employee, he was a serial abuser and used his position at Kanakuk to sexually abuse numerous children.

17. The Kanakuk Defendants structured Kanakuk Kamps so that Kamp staff, including Newman, would continue Kamp-sponsored and sanctioned communications with “kampers” after the “kampers” returned home from summer residential camp in Missouri.

18. During Newman’s employment, the Kanakuk Defendants encouraged, allowed, and controlled Newman’s “extra kamp ministry,” which consisted of Newman interacting with children and recruiting them to attend Kanakuk Kamps during sponsored events, such as small group Bible studies, lunches at children’s schools, club activities, leadership activities, small group activities, para-Kamp activities, and Winter Trail among other things.

19. The Kanakuk Defendants encouraged, allowed, and controlled Newman's "extra kamp" and "para kamp" activities, which consisted of off campus high school activities, off campus junior high activities, and showing up at campers' homes.

20. In 1999, a camper's parent notified the Kanakuk Defendants that Newman had participated in activities with several young boys while nude, including swimming in the lake and four-wheeling. **Ex. A.**

21. At that time, or just after, Cunningham, in his capacity as supervisor and employee, was told of the complaints against Newman. **Id.**

22. The Kanakuk Defendants told Cunningham that Kanakuk leadership reported Newman's sexual misconduct to the Taney County District Attorney's office. **Id.**

23. At that time, the Kanakuk Defendants knew, or should have known, that Newman was committing crimes of sexual misconduct and engaging in illegal behavior with children.

24. On July 6, 2001, Cunningham sent Newman a letter warning him to stop sleeping alone with children.

25. In 2003, the Kanakuk Defendants received new reports of Newman engaging in sexual misconduct with children, including swimming and playing basketball nude with children at Defendants' K-2 property. **Ex. A.**

26. That same year, a concerned parent suspected and reported Newman of exhibiting unusual/sexual behavior toward her son at a father-son retreat after witnessing her son throw away his jeans after the retreat and proclaiming, "I never want to see Pete again."

27. Due to the number of complaints regarding Newman's sexual misconduct with children, Cunningham reprimanded Newman and dismissed him from participating in the 2003 Summer Leadership Weekend. **Id.**

28. The Kanakuk Defendants also reached out to the Smalley Center to discuss Newman's sexual misconduct with children and to set up a potential evaluation of Newman.

29. Additionally, Cunningham recommended to the Kanakuk Defendants that Newman's employment be terminated. *Id.*

30. The Kanakuk Defendants, and specifically Defendant White, were the only ones with the authority to terminate Newman's position. *Id.*

31. Rather than terminating Newman, however, the Kanakuk Defendants allowed Newman to serve as Assistant Director at K-Kountry in 2003.

32. In 2005, the Kanakuk Defendants promoted Newman to Director of K-Kountry.

33. Then in 2006, an alarmed father contacted the Kanakuk Defendants, claiming Newman kept making late night calls and texts to his son.

34. Also in 2006, Defendant White learned that Newman was "ministering" to children in his hot tub on a nightly basis. Newman's wife also expressed concerns to Defendant White about this practice. Defendant White felt this was enough of a problem to issue a corrective action. The correction, however, was not to prohibit the hot tub encounters, but merely an encouragement to Newman to reassess the amount of time he was spending with his family.

35. That same year, a female camper reported to her mother, after her K-Kountry term, that she witnessed Newman's inappropriate behavior with a boy camper. The mother reported this to the Kanakuk Defendants, who said they would investigate the matter. The Kanakuk Defendants later responded that they had looked into the incident and that the female camper who reported this incident wasn't athletic nor godly enough to be a fit for Kanakuk, and she should not return to camp.

36. Newman remained in the position of Director of K-Kountry until 2009, when he confessed to crimes against children. In 2010, Newman received a double life sentence plus thirty years for sexually abusing Kanakuk attendees, which is believed to be in the hundreds.

37. On information and belief, it is now known that the Kanakuk Defendants actively concealed the reports of Newman's sexual misconduct with minor children.

38. Plaintiff attended Kanakuk from ages 8 to 15 where he was introduced to Newman, groomed by Newman, and ultimately sexually abused by Newman from approximately 2005 to 2008.

39. Shortly after Newman's conviction in 2009, Defendants induced and paid Plaintiff, and his parents, to settle his claims against the Kanakuk Defendants for a confidential amount and enter into a non-disclosure agreement on or around July 2010 (hereinafter "settlement agreement").

40. At all times relevant, leading up to and at the time, Plaintiff entered into the settlement agreement with the Kanakuk Defendants, Defendant ACE assumed control over the settlement negotiations with Plaintiff and/or his parents.

41. Prior to entering the settlement agreement, Plaintiff and his parents asked Defendants whether they knew of prior sexual misconduct by Newman. Defendants represented to Plaintiff and his parents that Newman committed isolated incidents of sexual misconduct and that Defendants had no prior knowledge of any sexual misconduct committed by Newman. **See Ex. B, Affidavit of Christa Yandell; Ex. C, Affidavit of Greg Yandell.**

42. Plaintiff reasonably relied on Defendants representations regarding its prior knowledge and notice of sexual misconduct committed by Newman. **Ex. B and Ex. C.**

43. The representations made by Defendants leading up to, and at the time of, the settlement agreement with Plaintiff were material to Plaintiff's decision to settle his claims against the Kanakuk Defendants. *Id.*

44. The representations made by Defendants regarding their prior knowledge of Newman's sexual misconduct were false.

45. Defendants knew, or should have known, that their representations regarding prior knowledge of Newman's sexual misconduct were false.

46. Further, Defendant ACE's acts and/or omissions directly caused, or directly contributed to cause, Plaintiff to be induced to settle his claims against the Kanakuk Defendants, in one or more of the following respects, to wit:

- a. knowingly misrepresenting, failing to disclose, and/or concealing relevant facts to Plaintiff and/or his parents,
- b. failing to adopt, implement, and/or follow reasonable standards for the prompt and full investigation and settlement of claims, including Plaintiff's claims,
- c. failing to effectuate the prompt, fair, and equitable settlement of claims, including Plaintiff's claim, and
- d. failing to acknowledge with reasonable promptness pertinent communications and/or facts with respect to claims arising under its policies, including Plaintiff's claim.

47. In conjunction, Defendants actively concealed facts regarding Newman's sexual misconduct with children, including, to wit:

- a. the Kanakuk Defendants knew, as early as 1999, that Newman was swimming and four-wheeling nude with young boys,

- b. the Kanakuk Defendants knew that Cunningham sent Newman a letter warning him to stop sleeping alone with children on July 6, 2001,
- c. in 2003, the Kanakuk Defendants knew that Newman was swimming and playing basketball nude with young boys,
- d. in 2003, the Kanakuk Defendants knew that a parent suspected and reported Newman of exhibiting unusual/sexual behavior toward her son at a father-son retreat after witnessing her son throw away his jeans after the retreat and proclaiming "I never want to see Pete again,"
- e. Cunningham told the Kanakuk Defendants to terminate Newman as early as 2003,
- f. in 2006, the Kanakuk Defendants knew Newman was making late night calls and texts to a camper,
- g. the Kanakuk Defendants knew, as early as 2006, that Newman was "ministering" to children in his hot tub on a nightly basis, and
- h. in 2006, a female camper reported to the Kanakuk Defendants that she had witnessed Newman's inappropriate behavior with a boy camper.

48. Since 2010, victims and survivors of Newman, like Plaintiff, have been settling cases against the Kanakuk Defendants without knowing the true facts regarding Defendants' active misrepresentations and concealment of Newman's sexual misconduct.

49. In December 2021, however, Plaintiff discovered the falsity of Defendants' representations regarding their prior knowledge of the true scope and scale of Newman's sexual misconduct.

50. Plaintiff would not have agreed to the settlement and non-disclosure agreement but for the false and material misrepresentations made by Defendants regarding their knowledge of Newman's sexual misconduct with young boys. **Ex. B and Ex. C.**

51. As a direct and proximate result of Defendants' false and material misrepresentations and Plaintiff's reliance on Defendants' misrepresentations, causing him to enter into the settlement and non-disclosure agreement, Plaintiff suffered damages.

WHEREFORE, Plaintiff prays for Judgment against Defendants, for such damages that are fair and reasonable in excess of twenty-five thousand dollars (\$25,000.00) as determined by the jury at trial, for interest and costs incurred, and for such further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

52. Plaintiff demands a trial by jury on all issues triable in this case.

Respectfully submitted,

MONSEES & MAYER, P.C.

BY /s/ ROBERT A. THRASHER
ROBERT A. THRASHER, #65231
PHILLIP R. MARTENS, #69213
DAVID M. MAYER, #40861
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rthrasher@monseesmayer.com
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dmayer@monseesmayer.com

and

LAFFEY, BUCCI, & KENT, LLP

BY /s/ Brian D. Kent
BRIAN D. KENT, *application for*
admission pro hac vice pending
1100 Ludlow Street, Suite 300
Philadelphia, Pennsylvania
(215) 399-9255
bkent@laffeybuccikent.com

ATTORNEYS FOR PLAINTIFF

AFFIDAVIT OF WILLIAM CUNNINGHAM

STATE OF ARKANSAS)
)ss
 COUNTY OF WHITE)

I, William Cunningham, of lawful age, being first duly sworn upon his oath, allege and state as follows:

1. My name is William Cunningham and I am 63 years old. The facts contained in this Affidavit are within my personal knowledge and are true and correct.

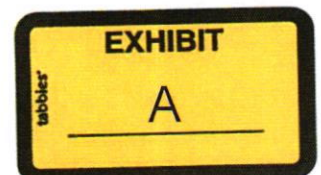
2. From 1997-2010, I was employed by Kanakuk Kamps (hereinafter "Employer"), based in Branson, Missouri.

3. Specifically, from 1997-2005, I was employed as Director of K-Kountry, Employer's camp for youth ages 7-11. From 1997-2005, I was the direct supervisor of Peter Newman (hereinafter "Newman").

4. In 1999, in my capacity as supervisor and employee, I was brought into a meeting with Executive Director of Personnel, and my supervisor, Kris Cooper. In that meeting, I learned that Newman participated in activities with at least one young boy while nude, including four-wheeling (hereinafter referred to generally as "Nude Activity").

5. I was told by my superiors that someone in Kanakuk leadership had reported the Nude Activity to the Taney County District Attorney's office.

6. In 2003, I received additional reports of Newman's Nude Activity with children. These Nude Activity incidents involved swimming and playing basketball on or near the camp's K-2 property.



7. As a result of the second reported Nude Activity, I told Newman not to attend the 2003 Summer Leadership Weekend and recommended to my Employer that Newman's employment be terminated.

8. I believe that Employer CEO, Joe White, was the only member of Employer's management team who had authority to terminate Assistant Director and Director-level employees, which included Newman.

9. Rather than accept my recommendation to terminate Newman in 2003, Newman was allowed to remain Assistant Director at K-Kountry. I learned of this decision a few days before campers arrived for summer camp sessions so I felt as if I were forced to proceed with supervising Assistant Director Newman whose termination I had recommended.


10. When I became a director of another Kanakuk location in 2005, Newman was elevated to Director of K-Kountry.

11. I resigned my employment with Employer in 2010.

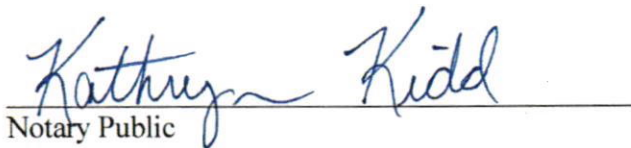
12. In 2021 and 2022, I reviewed deposition excerpts from various proceedings related to Newman's sexual abuse of minors. To the extent that their testimony indicates that I am trained to identify sexual predators, it is false. My training is as a marriage counselor, and I had no training in the identification of pedophiles. To the extent that their testimony indicates that I did not recommend Newman's termination, it is false. I recommended Newman's termination in 2003.

13. On information and belief, my recommendation to terminate Newman in 2003, based upon Nude Activity incidents reported to Employer in 1999 and 2003, was not made public until 2021.

FURTHER AFFIANT SAYETH NAUGHT

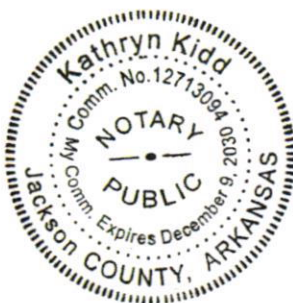

WILLIAM CUNNINGHAM

Subscribed and sworn to before me this 10 day of October, 2022.


Notary Public

My Commission Expires:

December 9, 2030



AFFIDAVIT OF CHRISTA YANDELL

STATE OF TENNESSEE)
)ss
COUNTY OF SUMNER)

I, Christa Yandell, of lawful age, being first duly sworn upon his oath, allege and state as follows:

1. My name is Christa Yandell, and I am 55 years old. I am the natural mother of Logan Yandell. The facts contained in this Affidavit are within my personal knowledge and are true and correct.

2. Following Pete Newman's conviction in 2009, Kanakuk Kamps, and its insurer, initiated negotiations to settle our son's claims against Kanakuk arising from the sexual abuse committed on him by Pete Newman from ages 9 to 13.

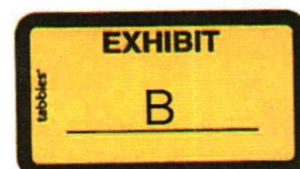
3. During these settlement negotiations, Kanakuk Kamps, including Joe White, represented that Newman had committed isolated incidents of sexual misconduct and that some of the incidents involved our son.

4. Kanakuk Kamps, and Joe White, represented that it was not aware of any prior sexual misconduct committed by Newman.

5. I, along with my husband, reasonably relied on Kanakuk and White's representations regarding its prior knowledge and notice of sexual misconduct committed by Newman in deciding whether settlement was in the best interests of our son.

6. The representations made by Kanakuk and White leading up to, and at the time, of the settlement agreement were material to our decision to settle Logan's claims against Kanakuk.

7. In December 2021, we discovered that Kanakuk and White's representations regarding prior knowledge of Newman's sexual misconduct were false, including specifically that:



- a. Defendants knew, as early as 1999, that Newman was swimming and four-wheeling nude with young boys;
- b. Defendants knew that Cunningham sent Newman a letter warning him to stop sleeping alone with children on July 6, 2001;
- c. In 2003, Defendants knew that Newman was swimming and playing basketball nude with young boys;
- d. In 2003, Defendants knew that a concerned parent suspected Newman of exhibiting unusual/sexual behavior toward her son at a father-son retreat after witnessing her son throw away his jeans after the retreat and proclaiming "I never want to see Pete again";
- c. Cunningham told Defendants to terminate Newman as early as 2003;
- f. In 2006, Defendants knew Newman was making late night calls and texts to a camper;
- g. Defendants knew, as early as 2006, that Newman was "ministering" to children in his hot tub on a nightly basis; and
- h. In 2006, a female camper reported to Defendants that she had witnessed Newman's inappropriate behavior with a boy camper.

8. We would not have agreed to the settlement agreement on behalf of our son but for the false and material misrepresentations made by Kanakuk and White regarding its knowledge of Newman's sexual misconduct with young boys

FURTHER AFFIANT SAYETH NAUGHT


CHRISTA YANDELL

Subscribed and sworn to before me this 21st day of October, 2022.



Notary Public



My Commission Expires:

August 19, 2026

AFFIDAVIT OF GREG YANDELL

STATE OF TENNESSEE)
)ss
 COUNTY OF SUMNER)

I, Greg Yandell, of lawful age, being first duly sworn upon his oath, allege and state as follows:

1. My name is Greg Yandell, and I am 57 years old. I am the natural father of Logan Yandell. The facts contained in this Affidavit are within my personal knowledge and are true and correct.

2. Following Pete Newman's conviction in 2009, Kanakuk Kamps, and its insurer, initiated negotiations to settle our son's claims against Kanakuk arising from the sexual abuse committed on him by Pete Newman from ages 9 to 13.

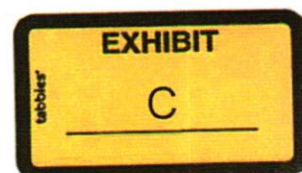
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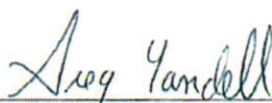
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- e. Cunningham told Defendants to terminate Newman as early as 2003;
- f. In 2006, Defendants knew Newman was making late night calls and texts to a camper;
- g. Defendants knew, as early as 2006, that Newman was "ministering" to children in his hot tub on a nightly basis; and
- h. In 2006, a female camper reported to Defendants that she had witnessed Newman's inappropriate behavior with a boy camper.

8. We would not have agreed to the settlement agreement on behalf of our son but for the false and material misrepresentations made by Kanakuk and White regarding its knowledge of Newman's sexual misconduct with young boys.

FURTHER AFFIANT SAYETH NAUGHT



GREG YANDELL

Subscribed and sworn to before me this 21st day of October, 2022.


Notary Public



My Commission Expires:

August 19, 2026