

IN THE CIRCUIT COURT OF TANEY COUNTY, MISSOURI

ANDREW SUMMERSETT,)

Plaintiff,)

v.)

Case No.

Div.

ACE AMERICAN INSURANCE COMPANY)

436 Walnut Street)

Philadelphia, Pennsylvania 19106)

Please Serve:)

CT Corporation System)

120 South Central Avenue)

Clayton, Missouri 63105)

Plaintiff Demands a Trial by Jury

and)

KANAKUK HERITAGE, INC.)

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)

K-KAMPS, INC.)

1353 Lake Shore Drive)

Branson, Missouri 65616)

Please Serve:)

Joe White)

1353 Lake Shore Drive)

Branson, Missouri 65616)

and)

KUKORP, LLC)
 1353 Lake Shore Drive)
 Branson, Missouri 65616)
Please Serve:)
 Debbie-Jo White)
 1353 Lake Shore Drive)
 Branson, Missouri 65616)
)
 and)
)
 JOE WHITE, Individually,)
 1353 Lake Shore Drive)
 Branson, Missouri 65616)
)
 and)
)
 JAMIE JO (BRANER) JOHNSON, Individually,)
 1353 Lake Shore Drive)
 Branson, Missouri 65616)
)
 and)
)
 ANDREW BRANER, Individually,)
 2709 Cattayle Run)
 Virginia Beach, Virginia 23452)
)
 Defendants.)

PETITION FOR DAMAGES

COMES NOW Plaintiff, Andrew Summersett, by and through counsel, for his Petition for Damages against Defendant Ace American Insurance Company (hereinafter “Defendant ACE”), and Defendants Kanakuk Heritage, Inc., Kanakuk Ministries, K-Kamps, Inc., KUKORP, LLC, Joe White, Jamie Jo (Braner) Johnson, and Andrew Braner (hereinafter the “Kanakuk Defendants”) states and alleges as follows:

PARTIES

1. Plaintiff Andrew Summersett (hereinafter “Plaintiff”) is at all times relevant herein, an individual citizen and resident of Denver, Colorado.

2. Defendant ACE American Insurance Company (hereinafter “ACE”) is a Pennsylvania corporation licensed to do business in Missouri through the Missouri Department of Insurance. At all times relevant to this Petition, ACE was the insurance carrier for the Kanakuk Defendants that issued the policies relevant herein. Defendant ACE transacted business in Missouri, entered into contracts in Missouri, and committed tortious acts in Missouri. Defendant ACE can be served through its registered agent at the address listed above.

3. Defendant Kanakuk Heritage, Inc. (hereinafter “Kanakuk Heritage”) is a Missouri corporation and is the surviving corporation and/or owner of all predecessor Kanakuk entities, including K-Kamps, Inc., Kanakuk Kamps, Inc., and/or Christian Children’s Charity. On information and belief, Defendant Kanakuk Heritage transacted business in Missouri, owned, used, and possessed real estate situated in Missouri, and committed tortious acts in Missouri. 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.

4. Defendant Kanakuk Ministries is a Missouri non-profit corporation and is the surviving corporation and/or owner of all predecessor Kanakuk entities, including K-Kamps, Inc., Kanakuk Kamps, Inc., and/or Christian Children’s Charity. Defendant Kanakuk Ministries transacted business in Missouri, owned, used, and possessed real estate situated in Missouri, and committed tortious acts in Missouri. 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.

5. Defendant K-Kamps, Inc. (hereinafter “K-Kamps”) is a Missouri corporation, active and in good standing, authorized to do business in Missouri. Defendant K-Kamps transacted business in Missouri, owned, used, and possessed real estate situation in Missouri, and

committed tortious acts in Missouri. At all times relevant to this Petition, Defendant K-Kamps was not a church or a religious organization. Defendant K-Kamps can be served through its registered agent at the address listed above.

6. Defendant KUKORP, LLC (hereinafter “KUKORP”) is a Missouri limited liability company, active and in good standing, authorized to do business in Missouri. Defendant KUKORP transacted business in Missouri, owned, used, and possessed real estate situated in Missouri, and committed tortious acts in Missouri. Defendant KUKORP is comprised of a single member, Debbie Jo White, who resides in Missouri. At all times relevant to this Petition, KUKORP was not a church or a religious organization. KUKORP can be served through its registered agent at the address listed above.

7. 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 Kanakuk Heritage, Kanakuk Ministries, K-Kamps, and the predecessor Kanakuk entities. Joe White can be served at the address listed above.

8. Defendant Jamie Jo (Braner) Johnson is the daughter of Defendant Joe White and an individual resident and citizen of the State of Missouri. At all times relevant to this Petition, Defendant Johnson was an owner and/or shareholder of Kanakuk and served as a Director of Kanakuk, which included Kanakuk Heritage, Kanakuk Ministries, K-Kamps, Inc., and the predecessor Kanakuk entities. Defendant Johnson can be served at the address listed above.

9. Defendant Andrew Braner is the ex-husband of Defendant Johnson and an individual resident and citizen of the State of Virginia. At all times relevant to this Petition, Defendant Braner served as Director of Kanakuk Colorado (“K-Colorado”). Defendant Braner can be served at the address listed above.

10. Defendant Johnson and Defendant Braner may be collectively referred to herein as the “Braners.”

11. Kanakuk Heritage, Kanakuk Ministries, K-Kamps, KUKORP, Joe White, Jamie Jo (Braner) Johnson, and Andrew Braner, may be collectively referred to herein as the “Kanakuk Defendants.”

12. All defendants, including Defendant ACE, may be collectively referred to herein as “Defendants.”

JURISDICTION AND VENUE

13. 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 over the Kanakuk Defendants because they (1) transact business in Missouri, (2) own, use, or possess real estate situated in Missouri and/or (3) reside in Missouri. This Court has jurisdiction over Defendant Braner because reside in Missouri and/or committed tortious acts in Missouri. This Court has jurisdiction over Defendant ACE, although a Pennsylvania corporation, because Defendant ACE is licensed to do business in Missouri, is registered with the Missouri Department of Insurance, and entered into contract in Missouri. Further, Defendants committed tortious acts in the state of Missouri.

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

FRAUD

(Against all Defendants)

15. 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 four weeks.

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

17. In 1995, the Kanakuk Defendants hired and retained Peter Newman (“Newman”) in the position of counselor.

18. At all times relevant to this Petition, Newman was an employee of the Kanakuk Defendants.

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

20. During the same period, Cunningham was the direct supervisor of Newman. *Id.*

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

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

23. During Newman’s employment, the Kanakuk Defendants encouraged, allowed, and/or 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.

24. The Kanakuk Defendants encouraged, allowed, and/or controlled Newman’s “extra kamp” and “para kamp” activities, which consisted of off campus high school activities, off

campus junior high activities, showing up at campers' homes, staying at campers' homes, hosting campers at his residence, and taking them on trips, both domestic and abroad.

25. 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. *Id.*

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

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

28. 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.

29. On July 6, 2001, Cunningham sent Newman a letter warning him to stop sleeping alone with children, among other "healthy boundaries."

30. Despite knowing about these incidents of sexual misconduct, the Kanakuk Defendants encouraged Newman to continue "extra kamp ministry" and allowed him to interact with Plaintiff on Winter Trail and at K-Kountry in 2001 and 2002.

31. In 2003, the Kanakuk Defendants received new reports of Newman engaging in sexual misconduct with children, including skinny dipping and shooting basketball without clothes with children at Defendants' K-2 property. *Id.*

32. 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."

33. At that time, the Kanakuk Defendants knew that Newman's actions were clear violations of the policies and standards of behavior in place at Kanakuk Kamps.

34. 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.

35. 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.*

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

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

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

39. Rather than terminating Newman, however, the Kanakuk Defendants encouraged, allowed, and/or controlled Newman's communication, access to, and contact with "kampers" and allowed Newman to serve as Assistant Director at K-Kountry in 2003.

40. In October 2003, Kanakuk Kamps implemented, and had Newman acknowledge, "Boundaries for Ministry" with the objective to "help Pete understand what healthy ministry is, and to make sure Pete never places himself in a compromising position that his integrity would be in question."

41. The Boundaries for Ministry explicitly prohibited Newman from spending the night alone with children, being involved with sexual humor, suggesting, or being involved with any

sexual or nude behavior, touching children in any way that might be perceived as sexual in nature, and having any contact with kids in private without permission.

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

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

44. 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.

45. 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.

46. 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.

47. It is now known that Defendants, including Defendant ACE, actively concealed the reports, and their knowledge, of Newman’s sexual misconduct with minor children.

48. In June 2010, following Newman’s arrest, the Kanakuk Defendants crafted a message to be sent out to approximately 8,000 Kanakuk families admitting that “several years

ago” they became aware of Newman’s sexual misconduct and failed to take necessary actions. *See* Ex. B, Proposed Letter to Kanakuk Families.

49. In the proposed June 17, 2010, letter, the Kanakuk Defendants specifically revealed their knowledge of several prior incidents of sexual misconduct. *Id.*

50. Despite the reports of sexual misconduct, which the Kanakuk Defendants admit to receiving in its proposed June 17, 2010, letter, the Kanakuk Defendants continued to retain Newman as an employee, ignored Cunningham’s recommendation to terminate Newman’s employment, and shortly thereafter, promoted Newman to director of K-Country, where he used his position of power, trust, and dominance to continue to sexually abuse minor children over the next several years.

51. Prior to the proposed letter being sent to 8,000 Kanakuk families, the Kanakuk Defendants forwarded the proposed letter to its liability insurance carrier, Defendant ACE and its claim specialist, Marilyn Cannon (“Cannon”).

52. The following day, June 18, 2010, ACE and Cannon responded and threatened to deny the Kanakuk Defendants coverage if they distributed the proposed letter to Kanakuk families. *See* Ex. C, ACE Correspondence and Letter.

53. Specifically, ACE adjuster Cannon wrote “[s]uch disclosures threaten to expose Kanakuk to greater liability and may interfere with ACE’s contractual right to defend claims and to have Kanakuk’s cooperation in that defense. We strongly recommend that you do not send out the proposed public disclosures about Mr. Newman’s misconduct at camp and Kanakuk’s response to that conduct.” *Id.*

54. Further, ACE adjuster Cannon followed this “strong[] recommendation” with a warning that Kanakuk is required to “[c]ooperate with us in the investigation or settlement of the claim to defend against the suit...” *Id.*

55. In response to the threats and “strong[] recommendations” made by Defendant ACE and Cannon, the Kanakuk Defendants chose not to send the proposed June 17, 2010, letter to Kanakuk families, and consequently, conspired with Defendant ACE to conceal the information concerning Defendants knowledge of Newman’s prior sexual misconduct.

56. Plaintiff attended Kanakuk from ages 7 to 18 where he was introduced to Newman, groomed by Newman, and ultimately sexually abused by Newman.

57. In 2001, Plaintiff was sexually abused by Newman at Plaintiff’s home in Texas during Winter Trail.

58. In 2002, Plaintiff was sexually abused by Newman at K-Kountry.

59. From 2001 to 2005, Plaintiff attended K-Colorado.

60. From 2006 to 2007, Plaintiff nannied for the Braner’s children while they ran K-Colorado during the summer months.

61. The Kanakuk Defendants, including the Braners, had a duty to disclose what the Kanakuk Defendants knew about Newman’s abuse, especially when inquired by Plaintiff.

62. The Kanakuk Defendants, including the Braners, had superior knowledge not within the fair and reasonable reach of Plaintiff.

63. However, during the fall semester of 2009, Plaintiff called the Braners to tell them about his abuse. Plaintiff specifically asked the Braners if they knew about Newman’s sexual activity with children. Defendant Jamie Jo (Braner) Johnson responded that she “did not know” and that Plaintiff needed to talk to Andy. Plaintiff then disclosed his abuse to Defendant Andrew

Braner and Defendant Andrew Braner advised Plaintiff to not “make a mess of this,” that “now [was] not a good time to talk,” and that Plaintiff should “back-off given the circumstances.”

64. Plaintiff reasonably relied on the representations and/or omissions made by the Braners and the Kanakuk Defendants regarding their prior knowledge and notice of sexual misconduct committed by Newman.

65. The representations and/or intentional omissions made by the Kanakuk Defendants, including the Braners, were material to Plaintiff’s decision to not pursue a claim for bodily injury against Defendants.

66. The representations and/or omissions made by the Kanakuk Defendants, including the Braners, regarding their prior knowledge of Newman’s sexual misconduct were false.

67. The Kanakuk Defendants, including the Braners, knew, or should have known, that their representations and/or omissions regarding prior knowledge of Newman’s sexual misconduct were false.

68. Further, as alleged herein, Defendant ACE’s acts and/or omissions directly caused, or directly contributed to cause, Plaintiff to not pursue a bodily injury claim against Defendants, in one or more of the following respects, to wit:

- a. knowingly misrepresenting, failing to disclose, conspiring to conceal, and/or concealing relevant facts to Plaintiff by threatening and/or “strongly recommending” that the Kanakuk Defendants not send the proposed June 17, 2010, letter to approximately 8,000 Kanakuk families detailing the Kanakuk Defendants’ knowledge of Newman’s prior sexual misconduct, and

- b. failing to acknowledge with reasonable promptness pertinent communications and/or facts with respect to claims arising under its policies, including Plaintiff's ability to make a claim.

69. In conjunction, Defendants actively concealed facts regarding Newman's sexual misconduct with children.

70. None of the aforementioned incidents of Newman sexual misconduct, which either occurred prior to Plaintiff being sexually abused by Newman, or prior to Plaintiff asking the Kanakuk Defendants, including the Braners, about Newman's sexual misconduct, were ever disclosed to Plaintiff. In fact, as alleged herein, Defendants actively concealed and/or omitted such prior incidents, and knowledge thereof, from Plaintiff and other victims.

71. In April 2021, however, Plaintiff discovered Defendants' active concealment regarding their prior knowledge of the true scope and scale of Newman's sexual misconduct.

72. Defendants chose to actively conceal their knowledge of Newman's sexual misconduct, as evidenced by the 2010 letters.

73. Plaintiff would have asserted a bodily injury claim against Defendants, but for the false and material misrepresentations and active concealment and/or omissions by Defendants regarding their knowledge of Newman's sexual misconduct.

74. As a direct and proximate result of Defendants' false and material misrepresentations, their active concealment of what they knew about Newman and when, and Plaintiff's reliance on Defendants' misrepresentations, causing him to not pursue litigation, Plaintiff suffered damages.

75. As a direct and proximate result of Defendants' false and material misrepresentations, their active concealment of what they knew about Newman and when, and

Plaintiff's reliance on Defendants' misrepresentations, causing him to not pursue a claim for bodily injury, Plaintiff suffered bodily injury damages during the time period 2001-2002 in an amount equal to what Plaintiff could have reasonably recovered, by way of settlement or judgment, but for Defendants' fraud.

76. Plaintiff is bringing this civil action to recover compensatory damages resulting from Defendants' fraud.

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, including his damages for bodily injury provided for herein, for interest and costs incurred, and for such further relief as the Court deems just and proper.

COUNT II – CIVIL CONSPIRACY
(Against all Defendants)

77. Plaintiff incorporates the above allegations as though fully set forth herein.

78. Defendants, and each of them, acting individually, jointly, and concurrently, conspired, and agreed to commit the acts alleged in Count I.

79. There may be additional persons or entities who together conspired with Defendants to commit the acts alleged in Counts I, but they are not joined here as their identities are not yet known.

80. Defendants, and each of them, reaped financial gain from the acts alleged in Count I by attempting to reduce, or limit, their legal and financial exposure, which was the object of Defendants' course of action.

81. Defendants had a meeting of the minds on the object of the course of action.

82. To further the conspiracy, Defendants, and each of them, also committed an unlawful action in that Defendants knowingly and deceptively concealed and/or misrepresented

information concerning their knowledge of Newman's prior sexual misconduct, including specifically the proposed June 17, 2010 letter which would have informed Plaintiff of the Kanakuk Defendants' knowledge regarding the true scope and scale of Newman's prior sexual misconduct.

83. As a result of Defendants collective actions, taken in furtherance of the above conspiracy, victims and survivors of Newman, like Plaintiff, were fraudulently deterred from pursuing bodily injury claims against the Kanakuk Defendants and ACE without knowing the true facts regarding Defendants' active misrepresentations and concealment of their knowledge of Newman's sexual misconduct.

84. Defendants reaped financial gain through their unlawful actions in an amount to be determined.

85. As a direct and proximate result of Defendants' civil conspiracy, Plaintiff damages as set forth in this Petition, supra. 75.

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

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

Respectfully submitted,

MONSEES & MAYER, P.C.

BY /s/ Robert A. Thrasher

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