

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

Index No.:  
Date Purchased:

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JOHN DOE,

**VERIFIED COMPLAINT**

Plaintiff,

**Child Victims Act**  
**Proceeding**  
**22 NYCRR 202.72**

-against-

EDWARD WARD, and SURPRISE LAKE CAMP,

Defendants.

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Plaintiff, **JOHN DOE**, by his attorneys **BLOCK O'TOOLE & MURPHY, LLP**, against Defendants EDWARD WARD, and SURPRISE LAKE CAMP, respectfully alleges for his complaint the following:

**PRELIMINARY STATEMENT**

1. This complaint is filed pursuant to the Child Victims Act (CVA) 2019 Sess. Law News of N.Y.CH. 11 (s.2440), CPLR §214-G, and 22 NYCRR 202.72. This is an action in which Plaintiff seeks compensatory damages, an award of costs, interest and attorneys' fees, and such other and further relief as this Court deems just and proper for acts and/or omissions of Defendants EDWARD WARD and SURPRISE LAKE CAMP in connection with Plaintiff's membership, attendance, and/or affiliation with SURPRISE LAKE CAMP.

2. Plaintiff brings this lawsuit alleging against defendants for claims of negligence, recklessness, breach of fiduciary duty, breach of non-delegable duty, *in loco parentis*, infliction of emotional distress, breach of statutory duty, sexual abuse, and negligent hiring, training, supervision, direction and retention of an agent, servant, and/or employee that placed Plaintiff in a position to be repeatedly sexually abused causing him severe physical and emotional harm.

3. For purposes of this Complaint, the term “sexual abuse” (including its past, present, and future tense) incorporates all conduct which would constitute a sexual offense as defined in article one hundred thirty of the penal law committed against a child less than eighteen years of age, or a predecessor statute that prohibited such conduct at the time of the act.

### **JURISDICTION AND VENUE**

4. This Court has personal jurisdiction over Defendant SURPRISE LAKE CAMP as it is situated, conducts business, and/or maintains a principal office in the State of New York.

5. This Court has jurisdiction over Defendant EDWARD WARD as he resides and/or owns property in New York.

6. Defendant SURPRISE LAKE CAMP maintained, and continued to maintain, a principal place of business and/or principal office in the County of New York, State of New York, located at 307 7<sup>th</sup> Avenue, Suite 900, New York, New York.

7. Defendant Edward Ward resides in the County of Nassau, State of New York.

8. Plaintiff, JOHN DOE, resides in the County of Kings, State of New York.

9. Venue is proper under CPLR §503.

### **PARTIES**

10. Whenever reference is made to any Defendant entity, such reference includes that entity, its parent companies, subsidiaries, affiliates, predecessors, and successors. In addition, whenever reference is made to any act, deed, or transaction of any entity, the allegation means that the entity engaged in the act, deed, or transaction by or through its officers, directors, agents, employees, or representatives while they were actively engaged in the management, direction, control, or transaction of the entity’s business affairs.

11. Plaintiff, JOHN DOE, is an individual residing in the County of Kings, State of New York.

12. Plaintiff was a minor at the time of the sexual abuse alleged herein.

13. At all times relevant herein, Defendant SURPRISE LAKE CAMP, was and still is, a business duly organized and existing under and pursuant to the laws of the State of New York.

14. At all times relevant herein, Defendant SURPRISE LAKE CAMP, was and still is, a domestic not-for-profit corporation duly organized and existing under and pursuant to the laws of the State of New York.

15. At all times relevant herein, Defendant SURPRISE LAKE CAMP, was and still is, a 501(c)(3) corporation duly organized and existing under and pursuant to the laws of the State of New York.

16. At all times relevant herein, Defendant SURPRISE LAKE CAMP, was and still is, actually doing business in the State of New York.

17. At all times relevant herein, Defendant SURPRISE LAKE CAMP had the power to employ individuals who work with children, and/or provide guidance and/or instruction to children, and had this power during the period of time that Plaintiff was sexually abused.

18. At all times relevant herein, Defendant EDWARD WARD was an agent, servant, and/or employee of Defendant SURPRISE LAKE CAMP during the periods of time when the Plaintiff was sexually abused, including the years 1989-1990.

19. At all times relevant herein, Defendant EDWARD WARD, while an agent, servant, and/or employee of Defendant SURPRISE LAKE CAMP remained under the control and supervision of Defendant SURPRISE LAKE CAMP.

20. At all times relevant herein, Defendant SURPRISE LAKE CAMP placed Defendant EDWARD WARD in positions where he had immediate access to children.

21. During the time he sexually abused Plaintiff, Defendant EDWARD WARD was eighteen (18) years of age or older.

**FACTS AND ALLEGATIONS RELEVANT TO ALL CAUSES OF ACTION**

22. In the summers of 1989 and 1990, and prior thereto, Plaintiff was a camper at SURPRISE LAKE CAMP, located at 382 Lake Surprise Road, Cold Spring, New York 10516.

23. At all times relevant herein, including the years 1989-1990, Defendant EDWARD WARD was an agent, servant, and/or employee of Defendant SURPRISE LAKE CAMP.

24. At all times relevant herein, including the years 1989-1990, Plaintiff, as a minor and vulnerable child, was dependent on Defendant SURPRISE LAKE CAMP and Defendant EDWARD WARD.

25. At all times relevant herein, including the years 1989-1990, Defendant SURPRISE LAKE CAMP and Defendant EDWARD WARD had physical custody of Plaintiff JOHN DOE and accepted the entrustment of Plaintiff.

26. At all times relevant herein, including the years 1989-1990, Defendant SURPRISE LAKE CAMP and Defendant EDWARD WARD had assumed the responsibility of caring for Plaintiff and had authority over him.

27. Through Defendant EDWARD WARD'S position at, within, or for Defendant SURPRISE LAKE CAMP, Defendant EDWARD WARD was put in direct contact with Plaintiff. It was under these circumstances that Plaintiff came to be under the direction, contact, and control of Defendant EDWARD WARD, who used his position of authority and trust over Plaintiff to sexually abuse and harass Plaintiff.

28. On repeated occasions, while Plaintiff was a minor, including the years 1989-1990, Defendant EDWARD WARD, as a counselor, adviser, mentor, trustee, director, officer, employee, agent and/or servant of Defendant SURPRISE LAKE CAMP, sexually abused Plaintiff in violation of the laws of the State of New York, including the New York Penal Law.

29. On repeated occasions, while Plaintiff was a minor, including the years 1989-1990, Defendant EDWARD WARD, while acting as a counselor, adviser, mentor, trustee, director, officer, employee, agent and/or servant of Defendant SURPRISE LAKE CAMP, forcibly touched the sexual or other intimate parts of Plaintiff, a minor, for the purpose of degrading or abusing Plaintiff, a minor, or for the purpose of gratifying Defendant EDWARD WARD's sexual desire.

30. On repeated occasions, while Plaintiff was a minor, including the years 1989-1990, Defendant EDWARD WARD's conduct, while acting as a counselor, adviser, mentor, trustee, director, officer, employee, agent and/or servant of Defendant SURPRISE LAKE CAMP constituted a sexual offense under Penal Law 130.52.

31. On repeated occasions, while Plaintiff was a minor, including the years 1989-1990, Defendant EDWARD WARD, while acting as a counselor, adviser, mentor, trustee, director, officer, employee, agent and/or servant of Defendant SURPRISE LAKE CAMP subjected Plaintiff, a minor, to sexual contact without Plaintiff's consent.

32. On repeated occasions, while Plaintiff was a minor, including the years 1989-1990, Defendant EDWARD WARD's conduct, while acting as a counselor, adviser, mentor, trustee, director, officer, employee, agent and/or servant of Defendant SURPRISE LAKE CAMP constituted a sexual offense under Penal Law 130.55, 130.60 and/or 130.65.

33. At all times relevant herein, Defendant EDWARD WARD used his position within Defendant SURPRISE LAKE CAMP to gain access to Plaintiff so that he could sexually assault, abuse, and/or harass Plaintiff.

34. At all times relevant herein, Defendant EDWARD WARD used his position, and the representations made by Defendant SURPRISE LAKE CAMP about his character that accompanied that position, to gain Plaintiff's trust and confidence and to create opportunities to be alone with, and sexually abuse Plaintiff.

35. At all times relevant herein, Defendant SURPRISE LAKE CAMP knew and/or reasonably should have known, that Defendant EDWARD WARD posed a threat of sexual abuse to children, including the Plaintiff.

36. At all times relevant herein, Defendant SURPRISE LAKE CAMP knew and/or reasonably should have known, that Defendant EDWARD WARD had a history of sexually abusing children.

37. At all times relevant herein, Defendant SURPRISE LAKE CAMP knew and/or reasonably should have known, that Defendant EDWARD WARD had a history of inappropriate behavior with children.

38. At all times relevant herein, Defendant SURPRISE LAKE CAMP knew and/or reasonably should have known, that Defendant EDWARD WARD was sexually abusing Plaintiff.

39. At all times relevant herein, Defendant SURPRISE LAKE CAMP had a duty to supervise and prevent known risks of harm to the children of, at, and/or attending its programs by its agents, servants and/or employees.

40. At all times relevant herein, Defendant SURPRISE LAKE CAMP had the power, ability, authority and duty to prevent, intervene with and/or stop the improper and/or inappropriate conduct that resulted in Plaintiff being sexually abused by Defendant EDWARD WARD.

41. At all times relevant herein, and prior thereto, Defendant SURPRISE LAKE CAMP knew and/or reasonably should have known, knowingly condoned, covered up, and/or ignored the inappropriate and unlawful sexual activities of staff members.

42. At all times relevant herein, Defendant SURPRISE LAKE CAMP knew and/or reasonably should have known, knowingly condoned, covered up, and/or ignored the inappropriate and unlawful sexual activities of Defendant EDWARD WARD, who sexually abused Plaintiff.

43. At all times relevant herein, Defendant SURPRISE LAKE CAMP knew and/or reasonably should have known, knowingly condoned, covered up, and/or ignored the improper conduct of Defendant EDWARD WARD, who sexually abused Plaintiff.

44. At all times relevant herein, Defendant SURPRISE LAKE CAMP failed to prevent, intervene with and/or stop the improper, inappropriate, and/or unlawful conduct that resulted in Plaintiff being sexually abused by Defendant EDWARD WARD.

45. At all times relevant herein, Defendant SURPRISE LAKE CAMP failed to prevent, intervene with and/or stop Defendant EDWARD WARD from sexually abusing Plaintiff.

46. At all times relevant herein, and prior thereto, Defendant SURPRISE LAKE CAMP failed to implement reasonable policies and/or procedures to prevent campers from being sexually abused by staff members.

47. At all times relevant herein, and prior thereto, Defendant SURPRISE LAKE CAMP failed to implement reasonable policies and/or procedures to prevent campers from being sexually

abused by staff members, despite having prior actual and/or constructive notice that staff members abused campers.

48. At all times relevant herein, Defendant SURPRISE LAKE CAMP negligently and/or recklessly believed that Defendant EDWARD WARD was fit to work with children and/or that any previous problems he had were fixed and cured; that Defendant EDWARD WARD would not sexually abuse and/or molest children; and that Defendant EDWARD WARD would not injure children.

49. At no time prior to the subject abuse did Defendant SURPRISE LAKE CAMP ever send an official, an investigator or any employee or independent contractor to advise or provide any form of notice to the members, campers, or their parents, either verbally or in writing, that there were credible allegations against Defendant EDWARD WARD and to request that anyone who saw, suspected or suffered sexual abuse to come forward and file a report with the police department. Rather, Defendant SURPRISE LAKE CAMP remained silent.

50. At all times relevant herein, Plaintiff's relationship with Defendant SURPRISE LAKE CAMP was one in which Plaintiff was subject to Defendants' ongoing influence.

51. At all times material hereto, Defendant EDWARD WARD was under the direct supervision, employ and/or control of Defendant SURPRISE LAKE CAMP.

52. By holding Defendant EDWARD WARD out as safe to work with children and by undertaking the custody, supervision of, and/or care of the minor Plaintiff, Defendant SURPRISE LAKE CAMP entered into a fiduciary relationship with the minor Plaintiff. As a result of Plaintiff's being a minor and by Defendant SURPRISE LAKE CAMP undertaking the care and guidance of the vulnerable minor Plaintiff, Defendant SURPRISE LAKE CAMP held a position of empowerment over Plaintiff.

53. Defendant SURPRISE LAKE CAMP by holding itself out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. This empowerment prevented the then minor Plaintiff from effectively protecting himself. Defendant SURPRISE LAKE CAMP thus entered into a fiduciary relationship with Plaintiff.

54. Defendant SURPRISE LAKE CAMP had a special relationship with Plaintiff.

55. Defendant SURPRISE LAKE CAMP owed Plaintiff a duty of reasonable care because Defendant SURPRISE LAKE CAMP had superior knowledge about the risk that Defendant EDWARD WARD posed to Plaintiff, the risk of sexual abuse in general in its programs, and/or the risks that its facilities posed to minor children.

56. Defendant SURPRISE LAKE CAMP owed Plaintiff a duty of reasonable care because it undertook custody of minor children, including Plaintiff; promoted its facilities and programs as being safe for children; held its agents including Defendant EDWARD WARD out as safe to work with children; encouraged parents and children to spend time with its agents; and/or encouraged its agents, including Defendant EDWARD WARD to spend time with, interact with, and recruit children.

57. Defendant SURPRISE LAKE CAMP owed Plaintiff a duty to protect Plaintiff from harm because Defendant SURPRISE LAKE CAMP's actions created a foreseeable risk of harm to Plaintiff.

58. Plaintiff was caused and permitted to spend time with EDWARD WARD at the homes of Plaintiff and Defendant EDWARD WARD while Defendant EDWARD WARD was an agent, servant, and/or employee of Defendant SURPRISE LAKE CAMP.

59. Plaintiff was caused and permitted to spend time with Defendant EDWARD WARD at summer camps, offices, classrooms, religious spaces, conventions, meetings, classes

and events, run, owned, sponsored, and/or supervised by Defendant SURPRISE LAKE CAMP while EDWARD WARD was an agent, servant, and/or employee of Defendant SURPRISE LAKE CAMP.

60. Plaintiff was sexually abused by Defendant EDWARD WARD at the homes of Plaintiff and Defendant EDWARD WARD, as well as summer camps, offices, classrooms, religious spaces, conventions, meetings, classes and/or events, run, owned, sponsored, and/or supervised by Defendant SURPRISE LAKE CAMP while EDWARD WARD was an agent, servant, and/or employee of Defendant SURPRISE LAKE CAMP.

61. That in or around 2002, Plaintiff advised Defendant SURPRISE LAKE CAMP that Defendant EDWARD WARD had sexually abused him.

62. That in or around 2002, Defendant EDWARD WARD admitted to Defendant SURPRISE LAKE CAMP that he had sexually abused Plaintiff.

63. That in or around 2002, Defendant EDWARD WARD was fired by Defendant SURPRISE LAKE CAMP because he sexually abused Plaintiff.

64. This action falls within one or more of the exemptions and/or exceptions found within CPLR 1602.

65. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

**FIRST CAUSE OF ACTION AGAINST DEFENDANTS SURPRISE LAKE  
CAMP and EDWARD WARD  
(Negligence and Recklessness)**

66. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this complaint with the same force and effect as if fully set forth at length herein.

67. Defendant SURPRISE LAKE CAMP knew, or was negligent, careless, and reckless in not knowing, that Defendant EDWARD WARD posed a threat of sexual abuse children, including the Plaintiff.

68. Defendant SURPRISE LAKE CAMP knew, or was negligent, careless, and reckless in not knowing, that Defendant EDWARD WARD had a propensity to sexually abuse to children, including the Plaintiff.

69. Defendant SURPRISE LAKE CAMP knew, or was negligent, careless, and reckless in not knowing, that Defendant EDWARD WARD was sexually abusing Plaintiff.

70. The acts of Defendant EDWARD WARD described hereinabove, including sexually abusing and/or harassing Plaintiff, were undertaken, and/or enabled by, and/or during the course, and/or within the scope of his employment, appointment, and/or agency with Defendant SURPRISE LAKE CAMP.

71. Defendant SURPRISE LAKE CAMP had a duty to supervise and prevent known risks of harm to the children of its programs by its agents, servants and/or employees.

72. Defendant SURPRISE LAKE CAMP had the power, ability, authority and duty to intervene with and/or stop the improper conduct that resulted in Plaintiff being sexually abused by Defendant EDWARD WARD.

73. At all times relevant herein, Defendant SURPRISE LAKE CAMP negligently, carelessly, and/or recklessly failed to prevent, intervene with and/or stop the improper conduct that resulted in Plaintiff being sexually abused by Defendant EDWARD WARD.

74. At all times relevant herein, Defendant SURPRISE LAKE CAMP negligently, carelessly, and/or recklessly failed to prevent, intervene with and/or stop Defendant EDWARD WARD from sexually abusing Plaintiff.

75. Defendant SURPRISE LAKE CAMP's willful, wanton, grossly negligent and/or negligent act(s) of commission and/or omission, resulted directly and/or proximately in the damages set forth herein.

76. At all times material hereto, with regard to the allegations contained herein, Defendant EDWARD WARD was under the direct supervision, employ and/or control of Defendant SURPRISE LAKE CAMP.

77. At all times material hereto, Defendant SURPRISE LAKE CAMP's actions were negligent, willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiff.

78. As a direct result of the foregoing, Plaintiff was caused serious personal injuries, emotional distress, mental pain and suffering, mental anguish and/or physical manifestations thereof, and other losses, all of which have not as of yet been ascertained.

79. By reason of the foregoing, Defendants jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

80. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

**SECOND CAUSE OF ACTION AGAINST DEFENDANTS SURPRISE LAKE CAMP and EDWARD WARD**  
**(Negligent Hiring, Retention, Supervision and/or Direction)**

81. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this complaint with the same force and effect as if fully set forth at length herein.

82. At all times relevant herein, or prior thereto, SURPRISE LAKE CAMP hired Defendant EDWARD WARD.

83. At all times relevant herein, or prior thereto, Defendant SURPRISE LAKE CAMP hired Defendant EDWARD WARD for a position that required him to work closely with, mentor and counsel minor boys.

84. At all times relevant herein, Defendant SURPRISE LAKE CAMP was negligent in hiring Defendant EDWARD WARD because it knew, or should have known through the exercise of reasonable care, of Defendant EDWARD WARD's propensity to develop inappropriate relationships with children in his charge.

85. Defendant EDWARD WARD would not and could not have been in a position to sexually abuse Plaintiff had he not been hired by Defendant SURPRISE LAKE CAMP to teach, mentor, advise, supervise and counsel children.

86. The harm complained of herein was foreseeable.

87. Plaintiff would not have suffered the foreseeable harm complained of herein but for the negligence of Defendant SURPRISE LAKE CAMP in having placed Defendant EDWARD WARD and/or allowed Defendant EDWARD WARD to remain in his position.

88. At all times while Defendant EDWARD WARD was an agent, servant, and/or employee of Defendant SURPRISE LAKE CAMP he was supervised by Defendant SURPRISE LAKE CAMP and/or its agents and employees.

89. At all times while Defendant EDWARD WARD was an agent, servant, and/or employee of Defendant SURPRISE LAKE CAMP he was under the direction of, and/or answerable to, Defendant SURPRISE LAKE CAMP and/or its agents and employees.

90. Defendant SURPRISE LAKE CAMP was negligent in its direction and/or supervision of Defendant EDWARD WARD in that it knew or should have known, through the exercise of ordinary care that Defendant EDWARD WARD's conduct would subject third parties

to an unreasonable risk of harm, including EDWARD WARD's propensity to develop inappropriate relationships with children under his charge and to engage in sexual behavior and lewd and lascivious conduct with such children, including the minor Plaintiff.

91. Defendant SURPRISE LAKE CAMP failed to take steps to prevent such conduct from occurring.

92. Defendant SURPRISE LAKE CAMP retained Defendant EDWARD WARD in his position as a teacher, mentor, advisor and/or counselor to such children, including the minor Plaintiff, and thus left him in a position to continue such behavior.

93. Defendant SURPRISE LAKE CAMP was further negligent in its retention, supervision, and/or direction of Defendant EDWARD WARD in that Defendant EDWARD WARD sexually abused Plaintiff on the premises which were owned and/or operated by SURPRISE LAKE CAMP.

94. Defendant SURPRISE LAKE CAMP was further negligent in its retention, supervision, and/or direction of Defendant EDWARD WARD in that Defendant EDWARD WARD was able to use his position at SURPRISE LAKE CAMP to sexually abuse Plaintiff off of Defendant SURPRISE LAKE CAMP's premises.

95. Defendant SURPRISE LAKE CAMP failed to take reasonable steps to prevent such events from occurring on its premises.

96. Defendant SURPRISE LAKE CAMP failed to take reasonable steps to prevent Defendant EDWARD WARD from using his position at SURPRISE LAKE CAMP to sexually abuse Plaintiff off of Defendant SURPRISE LAKE CAMP's premises.

97. SURPRISE LAKE CAMP was further negligent in its retention, supervision, and/or direction of Defendant EDWARD WARD in that they caused and/or permitted Defendant

EDWARD WARD to be alone with Plaintiff at the homes of Plaintiff and Defendant EDWARD WARD, whereat Defendant EDWARD WARD sexually abused Plaintiff.

98. Defendant SURPRISE LAKE CAMP failed to take reasonable steps to prevent such events from occurring.

99. Defendant EDWARD WARD would not and could not have been in a position to sexually abuse Plaintiff had EDWARD WARD not been negligently retained, supervised, and/or directed by SURPRISE LAKE CAMP as a teacher, mentor, advisor and counselor to the minors, including Plaintiff.

100. Defendant SURPRISE LAKE CAMP had a duty to supervise and prevent known risks of harm to the children of its organization by its agents, servants and/or employees.

101. Defendant SURPRISE LAKE CAMP had the power, ability, authority and duty to prevent, intervene with and/or stop the improper conduct that resulted in Plaintiff being sexually abused by Defendant EDWARD WARD.

102. Defendant SURPRISE LAKE CAMP was negligent, careless, and reckless in its failure to prevent, intervene with and/or stop the improper conduct that resulted in Plaintiff being sexually abused by Defendant EDWARD WARD.

103. Defendant SURPRISE LAKE CAMP was negligent, careless, and reckless in its failure to prevent, intervene with and/or stop Defendant EDWARD WARD from sexually abusing Plaintiff.

104. As a direct result of the foregoing, Plaintiff was caused serious personal injuries, emotional distress, mental pain and suffering, mental anguish and/or physical manifestations thereof, and other losses, all of which have not as of yet been ascertained.

105. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

106. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

**THIRD CAUSE OF ACTION AGAINST DEFENDANTS SURPRISE LAKE CAMP and EDWARD WARD**  
**(Breach of Fiduciary Duty)**

107. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this complaint with the same force and effect as if fully set forth at length herein.

108. Through the position to which Defendant EDWARD WARD was assigned by Defendant SURPRISE LAKE CAMP Defendant EDWARD WARD was placed in direct contact with Plaintiff.

109. It was under these circumstances that Plaintiff was entrusted to the care of the Defendant SURPRISE LAKE CAMP and, under its authority, came to be under the direct, control and dominance of Defendant EDWARD WARD.

110. As a result, Defendant EDWARD WARD, used his position to sexually abuse and harass Plaintiff.

111. There existed a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendant SURPRISE LAKE CAMP.

112. Pursuant to its fiduciary relationship, Defendant SURPRISE LAKE CAMP was entrusted with the well-being, care, and safety of Plaintiff.

113. Pursuant to its fiduciary relationship, Defendant SURPRISE LAKE CAMP assumed a duty to act in the best interests of Plaintiff.

114. Defendant SURPRISE LAKE CAMP breached its fiduciary duties to Plaintiff.

115. At all times material hereto, Defendant SURPRISE LAKE CAMP's actions and/or inactions were willful, wanton, malicious, reckless, and/or grossly negligent in its disregard for the rights and safety of Plaintiff.

116. As a direct result of the foregoing, Plaintiff was caused serious personal injuries, emotional distress, mental pain and suffering, mental anguish and/or physical manifestations thereof, and other losses, all of which have not as of yet been ascertained.

117. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory and punitive damages, together with interest and costs.

118. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

**FOURTH CAUSE OF ACTION AGAINST DEFENDANTS SURPRISE LAKE CAMP**  
**and EDWARD WARD**  
**(Breach of Non-Delegable Duty)**

119. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this complaint with the same force and effect as if fully set forth at length herein.

120. When Plaintiff was a minor, Plaintiff was placed in the care of Defendant SURPRISE LAKE CAMP for the purposes of, *inter alia*, providing Plaintiff with a safe environment.

121. As a result, there existed a non-delegable duty of trust between Plaintiff and Defendant SURPRISE LAKE CAMP.

122. Plaintiff was a vulnerable child when placed within the care of Defendant SURPRISE LAKE CAMP.

123. Consequently, Defendant SURPRISE LAKE CAMP was in the best position to prevent Plaintiff's abuse, and to learn of Defendant EDWARD WARD's repeated sexual abuse of Plaintiff and to stop it.

124. By virtue of the fact that Plaintiff was sexually abused as a minor entrusted to the care of Defendant SURPRISE LAKE CAMP, Defendant SURPRISE LAKE CAMP breached its non-delegable duty to Plaintiff.

125. At all times material hereto, Defendant EDWARD WARD was under the direct supervision, employ and/or control of SURPRISE LAKE CAMP.

126. As a direct result of the foregoing, Plaintiff was caused serious personal injuries, emotional distress, mental pain and suffering, mental anguish and/or physical manifestations thereof, and other losses, all of which have not as of yet been ascertained.

127. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory and punitive damages, together with interest and costs.

128. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

**FIFTH CAUSE OF ACTION AGAINST DEFENDANTS SURPRISE LAKE CAMP and**  
**EDWARD WARD**  
***(In Loco Parentis)***

129. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this complaint with the same force and effect as if fully set forth at length herein.

130. Plaintiff was a minor when his parents entrusted his to the control of Defendant SURPRISE LAKE CAMP for the purpose of, *inter alia*, providing Plaintiff with safe summer camp environment.

131. Defendant SURPRISE LAKE CAMP owed a duty to adequately supervise its youth to prevent foreseeable injuries.

132. As a result, Defendant SURPRISE LAKE CAMP owed a duty to Plaintiff *in loco parentis*.

133. Defendant SURPRISE LAKE CAMP breached its duty *in loco parentis*.

134. At all times material hereto, Defendant SURPRISE LAKE CAMP and/or inactions were negligent, willful, wanton, malicious, reckless, and/or grossly negligent in its disregard for the rights and safety of Plaintiff.

135. As a direct result of the foregoing, Plaintiff was caused serious personal injuries, emotional distress, mental pain and suffering, mental anguish and/or physical manifestations thereof, and other losses, all of which have not as of yet been ascertained.

136. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory and punitive damages, together with interest and costs.

137. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

**SIXTH CAUSE OF ACTION AGAINST DEFENDANTS SURPRISE LAKE CAMP and EDWARD WARD**  
**(Intentional Infliction of Emotional Distress)**

138. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this complaint with the same force and effect as if fully set forth at length herein.

139. At the time Defendant EDWARD WARD molested and sexually abused Plaintiff, which Defendant EDWARD WARD knew would cause, or disregarded the substantial probability that it would cause, severe emotional distress to Plaintiff, Defendant EDWARD WARD was an

agent, servant, and/or employee of Defendant SURPRISE LAKE CAMP as Plaintiff's teacher, mentor, advisor and counselor.

140. It was part of Defendant EDWARD WARD's job as a teacher, counselor, advisor, role model, and mentor to gain Plaintiff's trust. Defendant EDWARD WARD used his position, and the representations made by Defendant SURPRISE LAKE CAMP about his character that accompanied that position, to gain Plaintiff's trust and confidence and to create opportunities to sexually abuse Plaintiff.

141. SURPRISE LAKE CAMP knew and/or disregarded the substantial probability that Defendant EDWARD WARD's conduct would cause severe emotional distress to Plaintiff.

142. Plaintiff suffered severe emotional distress, including psychological and emotional injury as described above.

143. The severe emotional distress was caused by Defendant EDWARD WARD's sexual abuse of Plaintiff.

144. Defendant SURPRISE LAKE CAMP is liable for Defendant EDWARD WARD's conduct under the doctrine of *respondeat superior*.

145. As a direct result of the foregoing, Plaintiff was caused serious personal injuries, emotional distress, mental pain and suffering, mental anguish and/or physical manifestations thereof, and other losses, all of which have not as of yet been ascertained.

146. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory and punitive damages, together with interest and costs.

147. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

**SEVENTH CAUSE OF ACTION AGAINST DEFENDANTS SURPRISE LAKE CAMP  
and EDWARD WARD**

**(Negligent Infliction of Emotional Distress)**

148. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this complaint with the same force and effect as if fully set forth at length herein.

149. As set forth at length herein, the actions of Defendant SURPRISE LAKE CAMP its predecessors and/or successors, agents, servants and/or employees, were conducted in a negligent and/or grossly negligent manner.

150. Defendant SURPRISE LAKE CAMP's actions endangered Plaintiff's safety and caused him to fear for his own safety.

151. As a direct and proximate result of Defendant SURPRISE LAKE CAMP's actions, which included but were not limited to, negligent and/or grossly negligent conduct, Plaintiff suffered the severe injuries and damages described herein, including but not limited to, mental and emotional distress.

152. In addition to its own direct liability for negligently inflicting emotional distress on Plaintiff, Defendant SURPRISE LAKE CAMP is also liable for Defendant EDWARD WARD's negligent infliction of emotional distress under the doctrine of *respondeat superior*.

153. At the time Defendant EDWARD WARD breached his duty to Plaintiff, Defendant EDWARD WARD was an agent, servant, and/or employee of Defendant SURPRISE LAKE CAMP and in that capacity served as Plaintiff's teacher, mentor, advisor and counselor.

154. It was part of Defendant EDWARD WARD's job as a teacher, advisor, counselor, role model and mentor to gain Plaintiff's trust. Defendant EDWARD WARD used his position, and the representations made by Defendant SURPRISE LAKE CAMP about his character that accompanied that position to gain Plaintiff's trust and confidence and to create opportunities to be alone with, and sexually abuse Plaintiff.

155. As a direct result of the foregoing, Plaintiff was caused serious personal injuries, emotional distress, mental pain and suffering, mental anguish and/or physical manifestations thereof, and other losses, all of which have not as of yet been ascertained.

156. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory and punitive damages, together with interest and costs.

157. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

**EIGHTH CAUSE OF ACTION AGAINST Defendants SURPRISE LAKE CAMP and EDWARD WARD**  
**(Breach of Statutory Duty to Report Abuse under SOC. SERV. LAW §§413 and 420)**

158. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this complaint with the same force and effect as if fully set forth at length herein.

159. Pursuant to N.Y. Soc. Serv. Law §§ 413 and 420, Defendant SURPRISE LAKE CAMP, including but not limited to its staff, teachers, counselors, administrators, and other personnel, had a statutorily imposed duty to report a reasonable suspicion of abuse of children in its care.

160. Defendant SURPRISE LAKE CAMP including but not limited to its employees, agents, and/or servants, breached that statutory duty by knowingly and willfully failing to report reasonable suspicion of abuse by Defendant EDWARD WARD of children in his care, including the Plaintiff.

161. As a direct and/or indirect result of said conduct, Plaintiff has suffered injuries and damages described herein.

162. Defendant SURPRISE LAKE CAMP had a duty to supervise and prevent known risks of harm to the children of its program by its agents, servants and/or employees.

163. Defendant SURPRISE LAKE CAMP had the power, ability, authority and duty to prevent, intervene with and/or stop the improper conduct that resulted in Plaintiff being sexually abused by Defendant EDWARD WARD.

164. As a direct result of the foregoing, Plaintiff was caused serious personal injuries, emotional distress, mental pain and suffering, mental anguish and/or physical manifestations thereof, and other losses, all of which have not as of yet been ascertained.

165. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory and punitive damages, together with interest and costs.

166. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

**NINTH CAUSE OF ACTION AGAINST Defendants SURPRISE LAKE CAMP and EDWARD WARD**  
**(Sexual Abuse)**

167. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs of this complaint with the same force and effect as if fully set forth at length herein.

168. On repeated occasions, while Plaintiff was a minor, including the years 1989-1990, Defendant EDWARD WARD, while acting as a teacher, counselor, adviser, mentor, trustee, director, officer, employee, agent and/or servant of Defendant SURPRISE LAKE CAMP, sexually assaulted, sexually abused, sexually harassed, and/or had sexual contact with Plaintiff in violation of the laws of the State of New York, including the New York Penal Law.

169. Defendant EDWARD WARD used his position within Defendant SURPRISE LAKE CAMP to gain access to Plaintiff so that he could sexually assault, abuse, and/or harass Plaintiff.

170. As a direct result of the foregoing, Plaintiff was caused serious personal injuries, emotional distress, mental pain and suffering, mental anguish and/or physical manifestations thereof, and other losses, all of which have not as of yet been ascertained.

171. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory and punitive damages, together with interest and costs.

172. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

**WHEREFORE**, it is respectfully requested that the Court grant judgment in this action in favor of the Plaintiff, and against the Defendants, in sum of money in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with all applicable interest, costs, disbursements, as well as punitive damages and such other, further and different relief as the Court in its discretion shall deem to be just, proper and equitable.

Dated: New York, New York  
June 1, 2021

Yours, etc.,  
*Daniel M. Seiden*

DANIEL M. SEIDEN, ESQ.  
BLOCK O'TOOLE & MURPHY, LLP  
Attorney for Plaintiff  
JOHN DOE  
One Penn Plaza – Suite 5315  
New York, NY 10119

**ATTORNEY'S VERIFICATION**

**DANIEL M. SEIDEN**, an attorney duly admitted to practice before the Courts of the State of New York, affirms the following to be true under the penalties of perjury:

I am an attorney at **BLOCK O'TOOLE & MURPHY, LLP**, attorneys of record for Plaintiff, **JOHN DOE**, in the action within. I have read the annexed: **SUMMONS AND COMPLAINT** and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon facts, records, and other pertinent information contained in my files.

The reason I make the foregoing affirmation instead of the Plaintiff is because Plaintiff is presently not in the county wherein the attorneys for the Plaintiff maintain their offices.

Dated: New York, New York  
June 9, 2020

*Daniel M. Seiden*  

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**DANIEL M. SEIDEN, ESQ.**