

STATEMENT

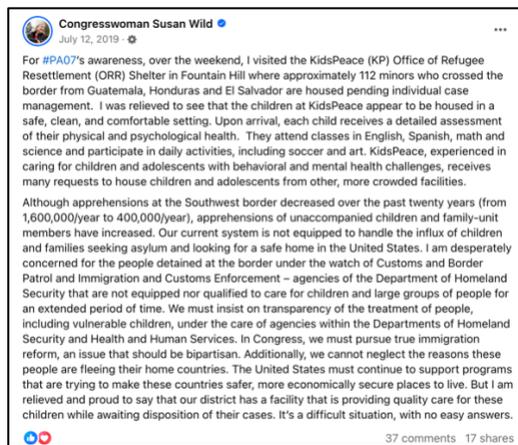
As a lawyer, Susan Wild defended a corporation after a counselor raped a minor. She argued in court that the corporation should not have to pay the settlement to the victim claiming that the rape was a “medical incident.” She has even gone on to say she is a ‘proud’ supporter of this group.

Verification

In 2006, After A Residential Treatment Program Run By KidsPeace Reached A Civil Settlement With A Minor Who Was Raped By A Counselor, Wild Argued In Court That The Corporation Should Not Have To Pay The Settlement Because It Was A “Medical Incident” And Should Be Covered By The Corporation’s Insurance

- **NOTE:** In 2016, Wild was [listed](#) as a “proud” supporter of KidsPeace, and she [praised](#) the organization in 2019.

In July 12, 2019, Susan Wild Praised KidsPeace After Visiting A KidsPeace Office Of Refugee Resettlement Shelter In Fountain Hill. (Congresswoman Susan Wild, [Facebook](#), 7/12/19)



(Congresswoman Susan Wild, [Facebook](#), 7/12/19)

Susan Wild Was Listed A One Of KidsPeaces’s “Proud Supporters.” (“2016 Outcomes & Annual Support,” [KidsPeace](#), 2016) p. 22

- **Wild Is An Annual Individual Donor Of Between \$100 And \$249.** (“2016 Outcomes & Annual Support,” [KidsPeace](#), 2016) p. 22

PROUD SUPPORTERS OF KIDSPeACE

- Watson Family Dentistry
- Wells Fargo
- Wells Fargo Advisors, LLC
- Western Lehigh United soccer Club -Falcons
- Western Lehigh United Soccer Club - Raptors Gold
- Western Lehigh United Soccer Club/Legends
- Western Lehigh United Soccer Club/Union
- Wyomissing Area Soccer Club
- Zimmer Tax & Accounting Service

Individual Annual Gifts Donley Society

**William W. Thurston Associates
(\$1,000 & Above)**

- Christopher Brauer
- Mr. & Mrs. Harry R. Brown
- Mr. Christopher D Butz
- Ms. Carla Daniels
- Ms. Ilani Donley
- Mr. & Mrs. Victor Flores
- Ms. Melinda Frailay
- Lisa Hanback
- Mr. Paul Hanna
- Erik H. Hansen Psy. D.
- Mr. Brian Harris
- Ms. Yolanda Horton
- Drs. Doug Huynh & Tammy Pham
- Mr. & Mrs. Gerald F. Johnson III
- Mr. & Mrs. Timothy Lenihan
- Ms. Tammy Lindsay
- Mr. Charles Malbrough
- Ms. Nikki Mercer
- Mr. & Mrs. Sean Ondush

- Mr. & Mrs. Ray Antoine
- Mr. & Mrs. Steve Asip
- Vickie Atembik and Dr. Bob Eisner
- Mr. and Mrs. Dennis J. Ault
- Ms. Susan Bacus
- Mr. & Mrs. Anshu Bais
- The Barouns
- Father John Bauer
- Ms. Sarah Beck
- Ms. Crystal Bennett
- Debbie & Randy Blose
- Mrs. Andrew T. Boggs
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- Anonymous
- Ms. Patricia L. Brubaker
- Mr. Don Buchal
- Ms. Carol Burke
- Mr. Clark E. Calebaugh Jr.
- Mr. & Mrs. Donald Carbone

- Ms. Becky Keefer
- Mr. & Mrs. Marvin Keefer
- Mr. & Mrs. Lewis Kelly
- Mrs. Sharon Kestenbaum
- Mr. & Mrs. Henry Kidder
- Mr. John V. Kimpflen
- Mr. & Mrs. Ronald H. Knoebel
- Mr. John Koons
- Mr. and Mrs. Gregory Korin
- Mr. & Mrs. Jason Lahey
- Mr. and Mrs. David M. Leber
- Mr. & Mrs. Matthew Leeds
- Mr. Robert Lescalleet
- Mr. & Mrs. James F. Loftus IV
- Mr. Nicholas Lukow
- Mr. David F. Lyons and Dr. Pamela J. Shields
- Dr. Supriya Mannepalli
- Mr. & Mrs. John R. Marley

(“2016 Outcomes & Annual Support,” [KidsPeace](#), 2016) p. 22

**Andrew C. Leh Associates
(\$100-\$249)**

- Mr. David R. Adams
- Dr. & Mrs. Milton Adams
- Mr. Rob Amos
- Mr. & Mrs. John Anthony

- Mrs. Therese Iacocca
- Mr. and Mrs. A. Flexer Illick
- Mr. Dean Jackson
- Tanis James
- Harvey & Toni Johnson
- Mr. William Johnston
- Mr. & Mrs. Greg Joyce

- Mr. & Mrs. Ray Vasta
- Ms. Coraleen Vavra & Ms. Melissa Vavra
- Mr. & Mrs. Kevin Wetzel
- Mr. Robert Whiten
- Ms. Susan Wild
- Ms. Michelle Williams

(“2016 Outcomes & Annual Support,” [KidsPeace](#), 2016) p. 22

NOTE: *Wild was not listed as a “Proud Supporter” in KidsPeace’s 2023 Annual Report.*

KidsPeace Is A Private, Non-Profit Pennsylvania Organization That Provides Specialized Residential Treatment Programs For Children.

(Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Opinion And Judgment](#), Filed: 8/22/06)

Background

KidsPeace is a private, non-profit, Pennsylvania corporation that provides specialized residential treatment programs and educational services for children. A child, “MC,” was

(Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Opinion And Judgment](#), Filed: 8/22/06)

In 1998, A Child At KidsPeace Identified As “MC” Was Imprisoned And Sodomized By A Counselor, “DS,” Who Told Him That “If He Reported The Assault No One Would Believe Him Because He Was Crazy.”

(Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Opinion And Judgment](#), Filed: 8/22/06)

residential treatment programs and educational services for children. A child, “MC,” was admitted to KidsPeace in early 1998 for the treatment of depression. At that time he was a minor. Shortly after his admission, MC came in contact with “DS,” a KidsPeace counselor. On one particular occasion DS imprisoned MC in the bathroom, pulled down his pants, covered his mouth and sodomized MC. Following the rape, DS told MC that if he reported the assault no one would believe him because he was crazy.

(Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Opinion And Judgment](#), Filed: 8/22/06)

In August 2003, Matthew Craft, A Former Patient At KidsPeace, Submitted A Draft Complaint Against The Company. “The notice of claim was submitted following the filing of a Praecipe to Issue Writ of Summons in the Court of Common Pleas of Lehigh County, Pennsylvania by Matthew Craft, captioned Matthew Craft v. Dean Sine, KidsPeace National Centers of North America, Inc. d/b/a KidsPeace National Hospital for Kids in Crisis, No. 2003C225. 10. On or about August 7, 2003, counsel for Matthew Craft provided a draft copy of a complaint that Craft anticipated filing against Dean Sine and KidsPeace. (A copy of the proposed complaint is attached hereto as Exhibit ‘B’).” (Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Complaint For Declaratory Judgment](#), Filed: 2/10/05)

- **Craft’s Complaint Also Alleged He Was Denied Necessary Medication, Imprisoned In A Bathroom, And Was Raped By A KidsPeace Worker Who Had A History Of Violence.** “The following facts are alleged in the proposed complaint, in pertinent part: 6. On February 5, 1998, Matthew Craft, then age 15, was admitted to KidsPeace to be treated for depression. 7. Shortly after his admission, Matthew Craft came in contact with Defendant Sine who was employed by KidsPeace as a counselor. 9. While a patient at KidsPeace, Matthew Craft sought and was denied a necessary medication by Dean Sine. 10. While a patient at KidsPeace, Matthew Craft was imprisoned in a bathroom where his pants were pulled down, his mouth was covered and he was sodomized by Defendant, Dean Sine. 11.

Following the rape, Defendant Sine advised Matthew Craft that if he reported the assault, he would not be believed because he was ‘crazy.’ 12. Following the rape, the medical staff at KidsPeace treated Matthew Craft for constipation. 13. KidsPeace knew or should have known of Defendant Sine's propensity for, and history of, violence including the asphyxiation of a 12 year old resident in 1994 that resulted in a criminal and civil prosecution. 14. As a direct and proximate result of Defendants' actions, Matthew Craft suffered severe physical and psychological damage, humiliation, and loss of the enjoyment of life's pleasures.” (Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Complaint For Declaratory Judgment](#), Filed: 2/10/05)

- **Craft Also Alleged Negligence Against KidsPeace For Their Failure To Properly Investigate And Hire Employees, Which Failed To Keep Him Safe.** “Count II is styled as a count sounding in negligence against KidsPeace and alleges that the negligence and carelessness of KidsPeace consisted of: a. the failure to properly investigate and hire employees; b. the failure to properly test, train and supervise employees so as to prevent the sexual abuse and mistreatment of its patients; c. the failure to implement appropriate monitoring and security practices to prevent the sexual abuse and mistreatment of patients; d. the failure to terminate the employment of Defendant Sine, who they knew, or should have known, was unfit for employment at KidsPeace; e. the failure to protect Matthew Craft from an employee, who by his history, temperament and stature was inclined to intimidate, overreach and abuse patients; f. the failure to take reasonable precautions to ensure the safety of its patient, Matthew Craft; g. the failure to adequately monitor the television surveillance activities including the aforementioned treatment of Matthew Craft by Defendant Sine; and h. the failure to abide by applicable statutes, regulations and ordinances with respect to the condition and operation of their psychiatric hospital at the time of the sexual assault.” (Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Complaint For Declaratory Judgment](#), Filed: 2/10/05)

In 2003, Craft Filed An Insurance Claim With Lexington Insurance Company In Boston, MA.

(Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Complaint For Declaratory Judgment](#), Filed: 2/10/05)

LEXINGTON INSURANCE COMPANY 200 State Street, 4 th Floor Boston, MA 02109
v.
KIDSPEACE CORPORATION 3438 Route 309 Orefield, PA 18069

8. On February 20, 2003, Lexington received notice of a claim brought by Matthew Craft alleging sexual assault by a staff person at a KidsPeace residential facility.

(Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Complaint For Declaratory Judgment](#), Filed: 2/10/05)

- **Lexington Initially Declined To Settle The Claim Because Their Policy Did Not Cover This Incident, Claiming No “Medical Incident” Occurred And Therefore They Had No Obligation To Pay For The Settlement.** “There is no coverage under the healthcare professional liability policy issued by Lexington because there has been no ‘medical incident’ as that term is defined by the policy, and therefore the claim does not fall within the terms of the insuring agreement. 27. There is no obligation to indemnify the insureds for the allegations in the draft complaint pursuant to Exclusion O., which excludes indemnity for claims arising out of alleged sexual misconduct. WHEREFORE, Plaintiff, Lexington Insurance Company, respectfully requests this Honorable Court declare that it owes no obligation to indemnify KidsPeace Corporation for any settlement it entered into on its own pursuant to the

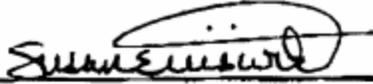
terms of its policy.” (Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Complaint For Declaratory Judgment](#), Filed: 2/10/05)

KidsPeace Entered Into A Settlement Agreement With Craft, Agreeing To Pay A Total Of \$700,000 Over Two Years. (Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Complaint For Declaratory Judgment](#), Filed: 2/10/05)

23. Lexington provided defense counsel for KidsPeace, but declined to settle the claim before it entered litigation.
24. KidsPeace then entered into a settlement agreement with the underlying plaintiff, to pay a total of \$700,000 of the course of two years.

(Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Complaint For Declaratory Judgment](#), Filed: 2/10/05)

In 2005, Wild Was Identified As KidsPeace’s Attorney. (Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Waiver Of Service Of Summons](#), Filed: 4/5/05)


Signature
Printed/typed name: Susan Ellis Wild
As Attorney for Kidspeace
Of Gross McGinley LaBarre & Eaton LLP
Phone 610-820-5450

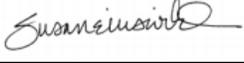
(Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Waiver Of Service Of Summons](#), Filed: 4/5/05)

As Their Attorney, Wild Argued That The Sexual Abuse Was A “Medical Incident,” So KidsPeace Should Be Covered By The Liability Insurance. “Because the Lexington Policy defines ‘medical incident’ as ‘any act, error or omission in the providing of or failure to provide professional services,’ (Stipulation of Facts, Ex. A at 016 (emphasis in original)), and because the failures of KidsPeace alleged by MC are omissions in the providing of or failure to provide professional services, a ‘medical incident’ occurred, thereby triggering coverage under the Healthcare Professional Liability Coverage of the Lexington Policy. Accordingly, summary judgment should be granted in favor of KidsPeace.” (Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Reply Memorandum](#), Filed: 2/3/06)

Respectfully submitted:

GROSS, MCGINLEY, LaBARRE & EATON, LLP

Date: 2/3/06

BY: 
SUSAN ELLIS WILD, ESQUIRE
Attorney for Defendant, KidsPeace Corporation
33 South 7th Street, P.O. Box 4060
Allentown, PA 18105-4060
(610) 820-5450

(Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Reply Memorandum](#), Filed: 2/3/06)

- **Wild Also Argued That The Insurance Company’s Sexual Misconduct Exclusion Did Not Apply Because The Company Could Not Have Known And Prevented The Sexual Assault Without Using A “Crystal Ball.”** (Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Reply Memorandum](#), Filed: 2/3/06)

MC’s Complaint alleged, for example, that KidsPeace: (1) failed to “implement appropriate monitoring and security practices to prevent the sexual abuse and mistreatment of patients;” and (2) failed “to adequately monitor the television surveillance activities including the aforementioned treatment of . . . [MC] by . . . [DS].” (Stipulation of Facts, Ex. C at ¶ 26) There is no allegation that, had KidsPeace undertaken the suggested actions, it would have or should have learned of the sexual misconduct purportedly committed by DS. Even assuming, *arguendo*, that the procedures advocated by MC in his complaint were implemented, KidsPeace would not have known of the sexual misconduct allegedly committed by DS in time to prevent it. Someone viewing a monitor or other surveillance equipment could only have learned of the sexual misconduct at the time it occurred.⁵ MC’s complaint does not call for the installation of a crystal ball that reveals future acts. Because any monitoring equipment would not have revealed sexual misconduct until the misconduct actually occurred, KidsPeace could not have known of this misconduct prior to its occurrence, and therefore could not have prevented such malfeasance. Since the sexual misconduct exclusion could only be applicable here if KidsPeace could have known and prevented the sexual assault purportedly committed by DS, the sexual misconduct exclusion does not apply.

(Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Reply Memorandum](#), Filed: 2/3/06)

- **WILD: “Because Any Monitoring Equipment Would Not Have Revealed Sexual Misconduct Until The Misconduct Actually Occurred, KidsPeace Could Not Have Known Of This Misconduct Prior To Its Occurrence, And Therefore Could Not Have Prevented Such Malfeasance.”** (Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Reply Memorandum](#), Filed: 2/3/06)

NOTE: *The counselor in this case was [identified](#) as Dean Sine, who was convicted in 2003 of involuntary deviate sexual intercourse. The arrest and conviction were related to a rape that was [reported](#) to have taken place in 1994.*

- **In 1993, Dean Sine Was Implicated In The Death Of A 12-Year Old Boy At KidsPeace Who Died From Suffocation After Sine Sat On The Boy’s Back And Buttocks To Control Him.** “A former counselor last night was acquitted of involuntary manslaughter in the suffocation death of a 12-year-old boy at KidsPeace center for troubled children in Orefield. A Lehigh County jury deliberated about two hours before finding Dean Sine, 31, of Quakertown not guilty in the May 1993 death of Jason Tallman of New Jersey. Prosecutors called the case a homicide, saying Sine sat on the boy's back and buttocks to control him but went too far.” (Debbie Garlicki, “KidsPeace Worker Acquitted In Death,” [Morning Call](#), 6/30/95)
- **Dean Sine Was Acquitted In The Death, Arguing He Had Used The Restraint Method Hundreds Of Times At KidsPeace And No Child Ever Died Or Was Injured.** “The defense said Sine committed no crime, and the boy's death was an accident. The restraint method Sine used had been employed hundreds of times at KidsPeace, and no other child ever died or was injured, Sine's lawyer argued.” (Debbie Garlicki, “KidsPeace Worker Acquitted In Death,” [Morning Call](#), 6/30/95)

A Judge Found That The Sexual Abuse Was A Medical Incident So Lexington’s Policy Applied, Meaning It Had To Indemnify KidsPeace For The Full Amount Of The Settlement Less The Deductible. “As to Lexington, I conclude that the sexual abuse was a medical incident arising out of professional services, the sexual misconduct exclusion in Lexington’s policy does not apply, and therefore it must indemnify KidsPeace for the full amount of the settlement

less the policy's deductible." (Lexington Insurance Company V. KidsPeace Corporation, Eastern District Of Pennsylvania, Case #2:05-Cv-00652, [Opinion And Judgment](#), Filed: 8/22/06)