

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX**

ROBERT ECKMANN,

Plaintiff,

v.

SALANTER AKIBA RIVERDALE  
ACADEMY; and DOES 1-5 whose identities  
are unknown to Plaintiff,

Defendants.

Index No. \_\_\_\_\_

**SUMMONS**

**TO THE ABOVE NAMED DEFENDANTS:**

**PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED** to answer the Complaint, a copy of which is hereby served upon you, and to serve a copy of your Answer to the Complaint upon the undersigned attorneys listed below within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment by default will be taken against you for the relief demanded herein.

The basis of venue is the principal place of business of Defendant Salanter Akiba Riverdale Academy, which is 655 West 254<sup>th</sup> Street, Riverdale, NY 10471, New York.

Dated: February 6, 2020  
New York, New York

**ABEND & SILBER, PLLC**



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**COMPLAINT**

**DEMAND FOR JURY TRIAL**

In approximately the years of 1976 to 1977, Stanley Rosenfeld (“Rosenfeld”) sexually abused Plaintiff as a child. While the abuse occurred, Defendant Salanter Akiba Riverdale Academy was generally negligent, it negligently employed Stanley Rosenfeld, and gave him access to children, including Plaintiff. This lawsuit arises out of Plaintiff’s significant damages from that sexual abuse, as described below. Plaintiff, by and through Plaintiff’s attorneys, states and alleges as follows:

**PARTIES**

**A. Plaintiff**

1. At all times material to this Complaint, Plaintiff resided in the State of New York.

**B. Defendants**

2. 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 or affairs.

3. At all times material, Salanter Akiba Riverdale Academy ("SAR") was and continues to be an organization or entity authorized to conduct business and conducting business in the State of New York, with its principal place of business at 655 West 254<sup>th</sup> Street, Riverdale, New York 10471. Defendant SAR includes but is not limited to the organization and any other organization and/or entity operating under the same or similar name with the same or similar principal place of business.

4. Defendants Does 1 through 5 are unknown agents whose identities will be provided when they become known pursuant to C.P.L.R. § 1024.

### **JURISDICTION**

5. This Court has jurisdiction pursuant to C.P.L.R. § 301 as Defendant SAR's principal place of business is in New York and because the unlawful conduct complained of herein occurred in New York.

6. Venue is proper pursuant to C.P.L.R. § 503 in that Bronx County is where Defendant SAR's principal place of business is located.

### **FACTUAL ALLEGATIONS**

7. SAR is a private Modern Orthodox Jewish school in Riverdale, Bronx, New York.

8. At all times material, Rosenfeld was employed as Assistant Principal for General Studies at Defendant SAR or otherwise employed by Defendant SAR. Rosenfeld remained under the direct supervision, employ and control of SAR.

9. Plaintiff attended SAR as a student. Plaintiff and Plaintiff's family came in contact with Rosenfeld as an agent and representative of SAR.

10. Defendant SAR placed Rosenfeld in positions where he had access to and worked with children as an integral part of his work.

11. Plaintiff, as a minor and vulnerable child, was dependent on Defendant SAR and Rosenfeld. Defendant SAR had custody of Plaintiff and accepted the entrustment of Plaintiff and, therefore, had responsibility for Plaintiff and authority over Plaintiff.

12. During plaintiff's 8<sup>th</sup> grade year, from approximately 1976 to 1977, when Plaintiff was approximately 13 years old, Rosenfeld engaged in unpermitted sexual contact with Plaintiff.

13. Rosenfeld admitted to molesting hundreds of boys throughout his life, including at SAR. When asked if anyone at SAR knew he was abusing children, Rosenfeld stated, "I don't know if they knew or not. Sometimes it was very possible to see me do that because I wasn't hiding that." Rosenfeld also stated that at some point, SAR Principal Rabbi Sheldon Chwat spoke to him about "doing something wrong" that he characterized as "always faulty touching."

14. On August 8, 2000, Rosenfeld was arrested and charged with four counts of Second-Degree Child Molestation arising out of sexual abuse of a 12-year-old boy

over the course of six months beginning in 1999. On May 21, 2001, in Rhode Island Superior Court, Rosenfeld pled no contest to Second Degree Child Molestation, received a 10-year suspended sentence and was placed on probation, the terms of which included no contact with children. On September 13, 2002, after violating his probation, Rosenfeld was resentenced to 18 months of incarceration. Upon his release from prison, Rosenfeld was required to register as a Level III Sex Offender in Rhode Island and placed on probation supervision until May 20, 2011.

15. In 2018, an investigative firm, engaged by a law firm to assist in its representation of SAR and to conduct an investigation into allegations of sexual abuse committed by Rosenfeld, reported that between 1974 and 1987, Rosenfeld engaged in acts of sexual abuse or other sexually inappropriate behavior with minor students. Among other places, the abuse occurred at Rosenfeld's home during SAR-sanctioned Shabbat dinners and in the classroom, office, and hallways at SAR. This conclusion was based on firsthand reports from twelve former SAR students, eleven boys and one girl, as well as one non-SAR student.

16. This investigation also revealed that Rosenfeld's sexual misconduct became known to Rabbi Sheldon Schwartz, an SAR Judaic Studies teacher, when two former students separately disclosed to him that Rosenfeld had inappropriately touched them. Moreover, Rabbi Schwartz was present on multiple occasions at Rosenfeld's home when abuse of minor boys occurred. Not only did Rabbi Schwartz fail to alert other SAR administrators of the abuse, Rabbi Schwartz covered up the abuse by telling the children that their abuse was just a dream.

17. The evidence presented during the investigation further demonstrates that Rosenfeld's sexual misconduct also became known to former SAR Principal Rabbi Sheldon Chwat when a former faculty member reported to him that she observed Rosenfeld touch a boy's groin area in an office within the School.

18. Moreover, the investigation revealed that a "senior member" of SAR recalls former SAR Principal Rabbi Sheldon Chwat saying that Rosenfeld left SAR in 1977 because he was "the kind of person that has a proclivity or interest in students" and "not the person who should be with kids full time."

19. Despite this proclivity, in 1986, Rosenfeld was rehired by Defendant SAR to teach sixth-grade language arts part time for one year. SAR's assistant principal at the time, Rabbi Joel Cohn, asked the principal at the time, Rabbi Yonah Fuld, if there were any concerns regarding Rosenfeld. Cohn recalled that Fuld, who had been an associate principal while Rosenfeld was employed at SAR, responded "for a short amount of time, I think it's okay."

20. In addition to Rosenfeld, SAR placed other employees in positions of power where they were able to sexually abuse minor boys.

21. According to the investigation, Rabbi Sheldon Schwartz was found to have sexually abused at least four students.

22. In September 2019, SAR's assistant principal, Jonathan Skolnick, was arrested and charged with several crimes, including possession and production of child pornography and the sexual exploitation of a young boy. According to reports from the prosecutor's office, Skolnick was talking to a 14-year-old boy on social media, using fake

women's names and spoofed phone numbers and email addresses for approximately six months. When the boy stopped responding to Skolnick's messages, investigators say he threatened to leak nude photographs the boy had sent him,

### **COUNT I: NEGLIGENCE**

23. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this Count.

24. Defendant SAR owed Plaintiff a duty of reasonable care to protect the Plaintiff from injury.

25. Defendant SAR owed Plaintiff a duty of care because Defendant SAR had a special relationship with Plaintiff.

26. Defendant SAR also had a duty arising from the special relationship that existed with Plaintiff and Plaintiff's family, and other parents of young, innocent, vulnerable children at SAR to properly train and supervise its agents. This special relationship arose because of the high degree of vulnerability of the children entrusted to its care. As a result of this high degree of vulnerability and risk of sexual abuse inherent in such a special relationship, Defendant SAR had a duty to establish measures of protection not necessary for persons who are older and better able to safeguard themselves.

27. Defendant owed Plaintiff a duty to protect Plaintiff from harm because Defendant also had a special relationship with Rosenfeld.

28. Defendant SAR owed Plaintiff a duty of reasonable care because it solicited youth and parents for participation in its school; undertook custody of minor children,



including Plaintiff; promoted its facilities and programs as being safe for children; held its agents, including Rosenfeld, out as safe to work with children; encouraged children to spend time with its agents; and/or encouraged its agents, including Rosenfeld, to spend time with students.

29. By accepting custody of the minor Plaintiff, Defendant SAR established an *in loco parentis* relationship with Plaintiff and in so doing, owed Plaintiff a duty to protect Plaintiff from injury. Further, Defendant SAR entered into a fiduciary relationship with Plaintiff by undertaking the custody, supervision of, and/or care of the minor Plaintiff. As a result of Plaintiff being a minor, and by Defendant SAR undertaking the care and guidance of the Plaintiff, Defendant SAR also held a position of empowerment over Plaintiff. Further, Defendant SAR, by holding itself out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. Defendant SAR, through its employees, exploited this power over Plaintiff and, thereby, put the minor Plaintiff at risk for sexual abuse.

30. By establishing and/or operating the SAR School, accepting the minor Plaintiff as a student in its programs, holding its facilities and programs out to be a safe environment for Plaintiff, accepting custody of the minor Plaintiff *in loco parentis*, and by establishing a fiduciary relationship with Plaintiff, Defendant SAR entered into an express and/or implied duty to properly supervise Plaintiff and provide a reasonably safe environment for children, who participated in its programs. Defendant SAR owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from foreseeable dangers. Defendant SAR had the duty to exercise the same degree of care over minors under its

control as a reasonably prudent person would have exercised under similar circumstances.

31. By establishing and operating the SAR School, which offered educational programs to children, and by accepting the enrollment and participation of the minor Plaintiff as a participant in those educational programs, Defendant SAR owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from generally foreseeable dangers.

32. Defendant owed Plaintiff a duty to protect Plaintiff from harm because Defendant SAR invited Plaintiff onto its property and Rosenfeld posed a dangerous condition on Defendant SAR's property.

33. Defendant SAR breached its duties to Plaintiff. Defendant SAR failed to use ordinary care in determining whether its facilities were safe and/or determining whether they had sufficient information to represent its facilities as safe. Defendant SAR's breach of its duties include, but are not limited to: failure to protect Plaintiff from a known danger, failure to have sufficient policies and procedures in place to prevent child sex abuse, failure to properly implement policies and procedures to prevent child sex abuse, failure to take reasonable measures to ensure that policies and procedures to prevent child sex abuse were working, failure to adequately inform families and children of the risks of child sex abuse, failure to investigate risks of child molestation, failure to properly train its employees, failure to train the minors at Defendant SAR about the dangers of sexual abuse by educators, failure to have any outside agency test its safety procedures, failure to protect the children in its programs from child sex abuse, failure to adhere to the applicable standard of care for child safety, failure to investigate the amount and type

of information necessary to represent its programs, leaders and people as safe, failure to train its employees properly to identify signs of child molestation by fellow employees, failure by relying upon mental health professionals, and/or failure by relying on people who claimed that they could treat child molesters.

34. Defendant SAR also breached its duty to Plaintiff by failing to warn Plaintiff and Plaintiff's family of the risk that Rosenfeld posed and the risks of child sexual abuse in schools. They also failed to warn them about any of the knowledge that Defendant SAR had about child sexual abuse.

35. Defendant SAR additionally violated a legal duty by failing to report known and/or suspected abuse of children by Rosenfeld and/or its other agents to the police and law enforcement.

36. Prior to the sexual abuse of Plaintiff, Defendant SAR learned or should have learned that Rosenfeld was not fit to work with children. Defendant SAR, by and through its agents, servants and/or employees, became aware, or should have become aware of Rosenfeld's propensity to commit sexual abuse and of the risk to Plaintiff's safety. At the very least, Defendant SAR knew or should have known that it did not have sufficient information about whether or not its administrators and people working at SAR were safe.

37. Defendant SAR knew or should have known that there was a risk of child sex abuse for children participating in its programs and activities. At the very least, Defendant SAR knew or should have known that they did not have sufficient information about whether or not there was a risk of child sex abuse for children participating in its

programs and activities.

38. Despite this knowledge, Defendant SAR negligently deemed that Rosenfeld was fit to work with children; and/or that any previous suitability problems Rosenfeld had were fixed and cured; and/or that Rosenfeld would not sexually molest children; and/or that Rosenfeld would not injure children.

39. Defendant SAR's actions created a foreseeable risk of harm to Plaintiff. As a vulnerable child participating in the programs and activities Defendant SAR offered to minors, Plaintiff was a foreseeable victim. Additionally, as a vulnerable child who Defendant SAR had access to through Defendant SAR's facilities and programs, Plaintiff was a foreseeable victim.

40. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering.

## **COUNT II: NEGLIGENT HIRING OF EMPLOYEES**

41. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

42. At all times material, Rosenfeld was employed by Defendant SAR and was under Defendant SAR's direct supervision, employ, and control when he committed the wrongful acts alleged herein. Rosenfeld engaged in the illegal conduct while acting in the course and scope of his employment with Defendant SAR and/or accomplished the sexual abuse by virtue of his job-created authority.

43. Defendant SAR negligently hired Rosenfeld and/or negligently placed Rosenfeld in a position to cause foreseeable harm which Plaintiff would not have been

subjected to had Defendant SAR taken reasonable care in its pre-hiring investigation of Rosenfeld.

44. Defendant SAR negligently hired Rosenfeld with knowledge of Rosenfeld's propensity for the type of behavior which resulted in Plaintiff's injuries in this action.

45. Defendant SAR failed to investigate Rosenfeld's past history of inappropriate conduct and, through the exercise of reasonable diligence, should have known of Rosenfeld's propensity for child sexual abuse. Defendant SAR was required to make an appropriate investigation of Rosenfeld and failed to do so. An appropriate investigation would have revealed the unsuitability of Rosenfeld for employment and it was unreasonable for Defendant SAR to hire Rosenfeld in light of the information they knew or should have known.

46. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering.

### **COUNT III: NEGLIGENT TRAINING AND SUPERVISION OF EMPLOYEES**

47. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

48. At all times material, Rosenfeld was employed by Defendant SAR and was under Defendant SAR's direct supervision, employ, and control when he committed the wrongful acts alleged herein. Rosenfeld engaged in the wrongful conduct while acting in the course and scope of his employment with Defendant SAR and/or accomplished the sexual abuse by virtue of his job-created authority.

49. Defendant SAR had a duty, arising from its employment of Rosenfeld, to

ensure that he did not sexually molest children.

50. Further, Defendant SAR had a duty to train and educate employees and administrators and establish adequate and effective policies and procedures calculated to detect, prevent, and address inappropriate behavior and conduct between adults and children.

51. Defendant SAR was negligent in the training, supervision, and instruction of its employees. Defendant SAR failed to timely and properly educate, train, supervise, and/or monitor its agents or employees with regard to policies and procedures that should be followed when sexual abuse of a child is suspected or observed. Defendant SAR was additionally negligent in failing to supervise, monitor, chaperone, and/or investigate Rosenfeld and/or in failing to create, institute, and/or enforce rules, policies, procedures, and/or regulations to prevent Rosenfeld's sexual abuse of Plaintiff. In failing to properly supervise Rosenfeld, and in failing to establish such training procedures for employees and administrators, Defendant SAR failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

52. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering.

#### **COUNT IV: NEGLIGENT RETENTION OF EMPLOYEES**

53. Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

54. At all times material, Rosenfeld was employed by Defendant SAR and was under Defendant SAR's direct supervision, employ, and control when he committed the

wrongful acts alleged herein.

55. Defendant SAR negligently retained Rosenfeld with knowledge of Rosenfeld's propensity for the type of behavior which resulted in Plaintiff's injuries in this action. Defendant SAR failed to investigate Rosenfeld's past and/or current history of sexual abuse and, through the exercise of reasonable diligence, should have known of Rosenfeld's propensity for child sexual abuse. Defendant SAR should have made an appropriate investigation of Rosenfeld and failed to do so. An appropriate investigation would have revealed the unsuitability of Rosenfeld for continued employment and it was unreasonable for Defendant SAR to retain Rosenfeld in light of the information they knew or should have known.

56. Defendant SAR negligently retained Rosenfeld in a position where he had access to children and could foreseeably cause harm which Plaintiff would not have been subjected to had Defendant SAR taken reasonable care.

57. In failing to timely remove Rosenfeld from working with children or terminate the employment of Rosenfeld, Defendant SAR failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

58. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering.

#### **PRAYER FOR RELIEF**

WHEREFORE, based on the foregoing causes of action, Plaintiff prays for judgment against Defendants in an amount that will fully and fairly compensate Plaintiff for Plaintiff's injuries and damages and for any other relief the Court deems appropriate.

The amount of damages sought in this Complaint exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

### **JURY DEMAND**

Plaintiff demands a trial by jury of all issues so triable. Pursuant to §4 of the New York Child Victims Act, Plaintiff is entitled to a trial preference.

Dated: February 6, 2020  
New York, New York

### **ABEND & SILBER, PLLC**



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