

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
SECOND JUDICIAL DISTRICT

Case Type: Personal Injury

Doe 84,

Court File No.:

Plaintiff,

v.

SUMMONS

The Children's Theatre Company, a Minnesota
Non-Profit Corporation, and John Clark Donahue,

Defendants.

Laura Adams,

Plaintiff,

v.

The Children's Theatre Company, a Minnesota
Non-Profit Corporation, and Jason McLean,

Defendants.

THIS SUMMONS IS DIRECTED TO DEFENDANTS ABOVE NAMED.

1. YOU ARE BEING SUED. The Plaintiffs have started a lawsuit against you. The Plaintiffs' Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this Summons.

2. YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS. You must give or mail to the person who signed this Summons a **written response** called an Answer within 20 days of the date on which you received this Summons. You must send a copy

of your Answer to the person who signed this Summons located at Jeff Anderson & Associates, P.A., 366 Jackson Street, Suite 100, St. Paul, MN 55101.

3. YOU MUST RESPOND TO EACH CLAIM. The Answer is your written response to the Plaintiffs' Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiffs should not be given everything asked for in the Complaint, you must say so in your Answer.

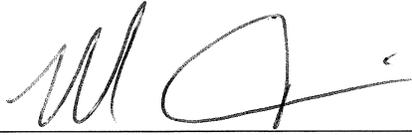
4. YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS. If you do not Answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiffs everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

5. LEGAL ASSISTANCE. You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

6. ALTERNATIVE DISPUTE RESOLUTION. The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

Dated: 11/30/15

JEFF ANDERSON & ASSOCIATES, P.A.



By: Jeffrey R. Anderson, #2057
Michael G. Finnegan, #033649X
Molly K. Burke, #0391477
Attorneys for Plaintiffs
366 Jackson Street, Suite 100
St. Paul, MN 55101
(651) 227-9990

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
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Case Type: Personal Injury

Doe 84,

Court File No.:

Plaintiff,

v.

COMPLAINT

The Children's Theatre Company, a Minnesota
Non-Profit Corporation, and John Clark Donahue,

Defendants.

Laura Adams,

Plaintiff,

v.

The Children's Theatre Company, a Minnesota
Non-Profit Corporation, and Jason McLean,

Defendants.

Plaintiffs, for their causes of action against Defendants, allege that:

PARTIES

1. Plaintiff Doe 84 is an adult male resident of the State of Minnesota. In the interest of privacy, the identity of Plaintiff Doe 84 has been disclosed under separate cover to Defendants.
2. Plaintiff Laura Adams is an adult female resident of the State of Minnesota.
3. Defendant The Children's Theatre Company, Minneapolis, Minnesota, (hereinafter "Children's Theatre") was founded in 1964 or 1965. Beginning in 1964 or 1965, Children's Theatre was a Theatre troupe known as The Children's Theatre Company operating as a department within the Minneapolis Institute of Art, Minneapolis, Minnesota. In approximately

1972 or 1973, Children's Theatre became a division of the Minneapolis Society of Fine Arts, which then governed the Children's Theatre. In 1975, the Children's Theatre separated from the Minneapolis Society of Fine Arts and incorporated as an independent non-profit corporation in the State of Minnesota with a governing board of directors (hereinafter the "Board"). At all times material, Defendant Children's Theatre was and continues to be an organization and entity and a civil corporation conducting business in the State of Minnesota with its principal place of business at 2400 Third Avenue South, Minneapolis, Minnesota 55404. Children's Theatre has functioned and continues to function as a business by engaging in numerous revenue producing activities and soliciting money in exchange for its services. Children's Theatre has offered and continues to offer Theatre and educational programs in which it seeks out the participation, enrollment, and attendance of children. Children's Theatre, through its Board, has had control over and continues to have control over programs involving children participating in its programs, trainings, activities, and educational offerings, such as its school programs. Children's Theatre, through its Board, had and has the authority to appoint, hire, supervise, monitor, and fire each person working with children in any program, activity, training, class, educational and school program offered at Children's Theatre.

FACTS

Children's Theatre in the 1960s

4. On information and belief, in 1961, Defendant John Clark Donahue (hereinafter "Donahue") was a teacher at Carl Sandburg Junior High in Golden Valley, Minnesota. He sexually abused a 17-year-old, Victim D1, was criminally charged, and pleaded guilty to indecent exposure or indecent conduct.

5. News of Donahue's criminal activity was published in the paper. Donahue then resigned from his teaching position at Sandburg Junior High.

6. In 1962, Donahue was hired to work at The Moppet Players, which was a Theatre in Minneapolis, Minnesota, that produced Theatre for children with child actors.

7. In approximately 1964, Donahue left the Moppet Players and established The Children's Theatre at the Minneapolis Institute of Art. In 1965, after an initial one-year trial period, Children's Theatre was established as a department within the Minneapolis Institute of Art, which operated under the umbrella organization the Minneapolis Society of Fine Arts.

8. In the 1960s, Donahue sexually abused at least five minor boys, all of whom were involved with Children's Theatre: Victim D2, Victim D3, Victim D4, Victim D5, and Victim D6. The boys were 15 to 17 years old.

Children's Theatre in the 1970s

9. In the early 1970s, Donahue sexually abused Victim D7, a minor boy involved with Children's Theatre.

10. At some point during the 1970s, Donahue sexually abused Victim D8, a 13-year-old boy involved with Children's Theatre.

11. In 1972, Donahue began residing at the residence located at 2534 Stevens Avenue South, in Minneapolis, Minnesota, which was located across the street from Children's Theatre.

12. Donahue frequently hosted parties at the Steven Avenue residence that included staff, actors, students, and minors. At these parties, minors were served and had access to alcohol.

13. In approximately 1972-1973, Donahue sexually abused at least three minor boys involved in Children's Theatre: Victim D9, Victim D10, and Victim D11.

14. In 1975, the Children's Theatre separated from the Minneapolis Society of Fine

Arts and incorporated as an independent non-profit corporation in the State of Minnesota with an independent governing Board of Directors (hereinafter the “Board”).

15. From 1975 to 1984, Children’s Theatre operated the theatre school, in various forms, which offered courses in the theatre arts to students. In 1975, students attended classes at their school in the morning and then attended afternoon classes at Children’s Theatre’s school.

16. In the late 1970s, sometime between 1975 and 1980, Donahue sexually abused Victim D12, a minor boy involved with Children’s Theatre.

17. In 1977, Donahue sexually abused Plaintiff Doe 84.

18. In approximately 1978, Donahue sexually abused a minor boy involved with Children’s Theatre, Victim D14.

19. Sometime in the late 1970’s, Donahue abused Victim D15, a minor boy involved with Children’s Theatre.

20. In the late 1970s, Jason McLean (hereinafter “McLean”) became involved as an actor with Children’s Theatre.

Children’s Theatre in the 1980s

21. Sometime in April to June of 1980, Donahue began sexually abusing Victim D16, a 12- to 13-year-old boy involved with Children’s Theatre. Donahue continued to sexually abuse Victim D16 for three years, until the summer of 1983.

22. In January 1981, Plaintiff Laura Adams began her involvement as a student and child actor with Children’s Theatre.

23. In September 1981, Children’s Theatre opened the Children’s Theatre Conservatory School.

24. In the fall of 1981, McLean was employed as a company actor with the Children’s

Theatre.

25. In the fall of 1982, McLean began sexually abusing Victim M1, who was a 14- or 15-year-old girl and student at Children's Theatre school. McLean's abuse of Victim M1 continued for a year and half.

26. Also in the fall of 1982, McLean began grooming Plaintiff Laura Adams.

27. On October 18, 1982, agents from the Bureau of Criminal Apprehension (herein after "BCA") informed a Children's Theatre Board member that the BCA was investigating Donahue.

28. When the Board members confronted Donahue, he denied any wrongdoing.

29. In November 1982, Plaintiff Laura Adams was cast in Children's Theatre's production of Mr. Pickwick's Christmas as the love interest of the character played by McLean. McLean's grooming of Plaintiff Laura Adams continued.

30. In 1983, Donahue abused Victim D17, a 15-year-old boy involved with Children's Theatre.

31. In May or June of 1983, McLean sexually abused Plaintiff Laura Adams. She was 15 years old.

32. In September 1983, in addition to acting with the Children's Theatre, McLean began teaching acting classes to students at the Children's Theatre school.

33. On April 18, 1984, law enforcement arrested Donahue.

34. After Donahue's 1984 arrest, McLean went on leave from the Children's Theatre. Also at that time, McLean orchestrated Victim M1, a Children's Theatre female student who he had sexually abused, to assist him by speaking to a list of several female Children's Theatre students. McLean had M1 talk with the girls to try to convince them that the abuse was consensual.

The youngest student on the list was 13 years old.

35. On May 11, 1984, Donahue resigned from his position as Artistic Director at Children's Theatre.

36. In the late summer of 1984, McLean returned to Children's Theatre as an actor and teacher when he began attending rehearsals for the fall production.

37. In September 1984, McLean began his sexual abuse of Victim M3, a 15- to 16-year-old female student at Children's Theatre. McLean's sexual abuse of Victim M3 continued for a year and a half.

38. In October 1984, Donahue pleaded guilty to three counts of criminal sexual conduct. In November, he was sentenced to ten months in the workhouse.

39. McLean continued to be employed by Children's Theatre until 1986.

40. Upon information and belief, there are other minors who McLean sexually abused when he was an employee, agent, actor, and teacher at Children's Theatre.

Plaintiff Doe 84

41. Prior to the sexual abuse of Plaintiff Doe 84 in 1977, Defendant Children's Theatre and the Board should have learned that Donahue was not fit to work with children.

42. At all times material, Donahue was an employee of Children's Theatre working at Children's Theatre.

43. At all times material, Donahue remained under the direct supervision, employ and control of Children's Theatre and the Board. Defendant Children's Theatre placed Donahue in positions where he had access to and worked with children as an integral part of his work.

44. Defendant should have known that Donahue was a danger to children before Donahue sexually abused Plaintiff Doe 84.

45. Defendant negligently or recklessly believed that Donahue was fit to work with children; that Donahue would not sexually abuse children; that Donahue would not injure children; and/or that Donahue would not hurt children.

46. As the artistic director at Children's Theatre, Donahue was an employee and member of the Board who had unlimited access to children. Children, including Plaintiff Doe 84, and their families were not told what Children's Theatre and the Board should have known – that Donahue was a danger to children.

47. Plaintiff Doe 84 came to know Donahue when he was a student and child actor at Children's Theatre.

48. In approximately 1977, when Plaintiff Doe 84 was approximately 15 years old, and an actor student at Children's Theatre, in multiple instances Donahue inflicted harmful, offensive and unpermitted sexual contact upon Plaintiff Doe 84.

49. At all times material, Donahue's employment duties included but were not limited to directing, teaching, overseeing, and supervising child actors and students at Children's Theatre. While he was an actor and student in Children's Theatre's custody, Plaintiff Doe 84 participated as a child actor in performances at Children's Theatre in which Donahue was the artistic director. Donahue, therefore, was in a position of power and authority over Plaintiff Doe 84.

50. By holding Donahue out as safe to work with children, and by undertaking the education, custody, supervision of, and/or care of the minor Plaintiff Doe 84, Children's Theatre entered into a fiduciary relationship with minor Plaintiff Doe 84. As a result of Plaintiff Doe 84 being a minor, and by Children's Theatre undertaking the care and guidance of the then vulnerable minor Plaintiff Doe 84, Children's Theatre held a position of power over Plaintiff Doe 84.

51. By accepting custody of minor Plaintiff Doe 84, Children's Theatre established an *in loco parentis* relationship with Plaintiff Doe 84 and in so doing, owed Plaintiff Doe 84 a duty to protect him from injury.

52. Further, Children's Theatre, by holding itself out as being able to provide a safe learning, acting, training, and educational environment for children at Children's Theatre, solicited and/or accepted this position of power over Plaintiff Doe 84. This empowerment prevented the then minor Plaintiff 84 from effectively protecting himself and Children's Theatre thus entered into a fiduciary relationship with Plaintiff Doe 84

53. Children's Theatre had a special relationship with Plaintiff Doe 84.

54. Children's Theatre owed Plaintiff Doe 84 a duty of reasonable care because it had superior knowledge about the risk that Donahue posed to Plaintiff 84, the risk of abuse in general at Children's Theatre, and/or the risks that its agents and/or employees posed to minor children.

55. Children's Theatre owed Plaintiff Doe 84 a duty of reasonable care because it solicited youth for participation in its acting and educational programs, encouraged youth to participate in its acting and educational programs, undertook custody of minor children, including Plaintiff 84, promoted its facilities, including but not limited to the Theatre and school, and its acting and educational programs as being safe for children, held its employees and agents, including Donahue, out as safe to work with children, encouraged children to spend time with its employees and agents, and/or encouraged its employees and agents, including Donahue, to spend time with and interact with children.

56. Children's Theatre had a duty to protect Plaintiff Doe 84 from harm because Children's Theatre's actions created a foreseeable risk of harm to Plaintiff Doe 84.

57. Children's Theatre's breach of its duties include, but are not limited to: failure to have sufficient policies and procedures to prevent child sexual abuse, failure to properly implement policies and procedures to prevent child sexual abuse, failure to take reasonable measures to make sure that the policies and procedures to prevent child sexual abuse were working, failure to adequately inform families and children of the risks of child sexual abuse, failure to investigate risk of child molestation, failure to protect children in its programs and at its Theatre and school from sexual abuse, failure to adhere to applicable standards of care for child safety, failure to investigate the amount and type of information necessary to represent itself, its Theatre, its school, and its programs, leaders and people as safe and failure to use ordinary care in determining whether its facilities were safe and/or whether it had sufficient information to represent its facilities as safe.

58. Children's Theatre failed to use ordinary care in determining whether its facilities, which included all aspects of Children's Theatre, including its Theatre and school, and employees were safe to work with children and/or in determining whether it had sufficient information to represent its facilities and employees as safe to work with children. Children's Theatre's failures include, but are not limited to: failure to have sufficient policies and procedures to prevent abuse by its employees and at its facilities, failure to investigate risks at its facilities and of its agents, failure to properly train workers at its facilities, failure to have any outside agency test its safety procedures, and failure to train its agents and employees to properly identify signs of child molestation.

59. Children's Theatre also breached its duty to Plaintiff Doe 84 by failing to warn Plaintiff 84 and his family of the risk that Donahue posed and the risk of child sexual abuse by educators and teachers in educational youth programs, educational youth activities, including

youth Theatre programs, and schools. It also failed to warn them about any knowledge that Children's Theatre had about child sexual abuse.

Plaintiff Laura Adams

60. Prior to the sexual abuse of Plaintiff Laura Adams in May or June of 1983, Defendant Children's Theatre and the Board should have learned that McLean was not fit to work with children.

61. At all times material, McLean was an employee of Children's Theatre working at Children's Theatre.

62. At all times material, McLean remained under the direct supervision, employ and control of Children's Theatre and the Board. Defendant Children's Theatre placed McLean in positions where he had access to and worked with children as an integral part of his work.

63. Defendant Children's Theatre should have known that McLean was a danger to children before McLean sexually abused Plaintiff Laura Adams.

64. Defendant negligently or recklessly believed that McLean was fit to work with children; that McLean would not sexually abuse children; that McLean would not injure children; and/or that McLean would not hurt children.

65. As an actor and teacher at Children's Theatre, McLean was an employee who had unlimited access to children. Children, including Plaintiff Laura Adams, and their families were not told what Children's Theatre and the Board should have known – that McLean was a danger to children.

66. Plaintiff Laura Adams came to know McLean when she was a student and child actor at Children's Theatre.

67. In approximately May or June of 1983, when Plaintiff Laura Adams was approximately 15 years old, and a child actor and student at Children's Theatre, McLean inflicted harmful, offensive and unpermitted sexual contact upon Plaintiff Laura Adams.

68. At all times material, McLean's employment duties included but were not limited to acting in Children's Theatre productions, and coaching students and child actors at Children's Theatre. While she was an actor and student in the Children's Theatre's custody, Plaintiff Laura Adams participated as an actor in performances at Children's Theatre in which McLean acted. McLean, therefore, was in a position of power and authority over Plaintiff Laura Adams.

69. By holding McLean out as safe to work with children, and by undertaking the education, custody, supervision of, and/or care of the minor Plaintiff Laura Adams, Children's Theatre entered into a fiduciary relationship with the minor Plaintiff Laura Adams. As a result of Plaintiff Laura Adams being a minor, and by Children's Theatre undertaking the care and guidance of the then vulnerable minor Plaintiff Laura Adams, Children's Theatre held a position of power over Plaintiff Laura Adams.

70. By accepting custody of minor Plaintiff Laura Adams, Children's Theatre established an *in loco parentis* relationship with Plaintiff Laura Adams and in so doing, owed Plaintiff Laura Adams a duty to protect her from injury.

71. Further, Children's Theatre, by holding itself out as being able to provide a safe learning, acting, training, and educational environment for children at Children's Theatre, solicited and/or accepted this position of power over Plaintiff Laura Adams. This empowerment prevented the then minor Plaintiff Laura Adams from effectively protecting herself and Children's Theatre thus entered into a fiduciary relationship with Plaintiff Laura Adams.

72. Children's Theatre had a special relationship with Plaintiff Laura Adams.

73. Children's Theatre owed Plaintiff Laura Adams a duty of reasonable care because it had superior knowledge about the risk that McLean posed to Plaintiff Laura Adams, the risk of abuse in general at Children's Theatre, and/or the risks that its agents and/or employees posed to minor children.

74. Children's Theatre owed Plaintiff Laura Adams a duty of reasonable care because it solicited youth and parents for participation in its acting and educational programs, encouraged youth and parents to have youth participate in its acting and educational programs, undertook custody of minor children, including Plaintiff Laura Adams, promoted its facilities, including but not limited to the Theatre and school, and its acting and educational programs as being safe for children, held its employees and agents, including McLean, out as safe to work with children, encouraged children to spend time with its employees and agents, and/or encouraged its employees and agents, including McLean, to spend time with and interact with children.

75. Children's Theatre had a duty to protect Plaintiff Laura Adams from harm because Children's Theatre's actions created a foreseeable risk of harm to Plaintiff Laura Adams.

76. Children's Theatre's breach of its duties include, but are not limited to: failure to have sufficient policies and procedures to prevent child sexual abuse, failure to properly implement policies and procedures to prevent child sexual abuse, failure to take reasonable measures to make sure that the policies and procedures to prevent child sexual abuse were working, failure to adequately inform families and children of the risks of child sexual abuse, failure to investigate risk of child molestation, failure to protect children in its programs and at its Theatre and school from sexual abuse, failure to adhere to applicable standards of care for child safety, failure to investigate the amount and type of information necessary to represent itself, its Theatre, its school,

and its programs, leaders and people as safe and failure to use ordinary care in determining whether its facilities were safe and/or whether it had sufficient information to represent its facilities as safe.

77. Children's Theatre failed to use ordinary care in determining whether its facilities, which included all aspects of Children's Theatre, including its Theatre and school, and employees were safe to work with children and/or in determining whether it had sufficient information to represent its facilities and employees as safe to work with children. Children's Theatre's failures include, but are not limited to: failure to have sufficient policies and procedures to prevent abuse by its employees and at its facilities, failure to investigate risks at its facilities and of its agents, failure to properly train workers at its facilities, failure to have any outside agency test its safety procedures, and failure to train its agents and employees to properly identify signs of child molestation.

78. Children's Theatre also breached its duty to Plaintiff Laura Adams by failing to warn Plaintiff Laura Adams and her family of the risk that McLean posed and the risk of child sexual abuse by educators and teachers in educational youth programs, educational youth activities, including youth Theatre programs, and schools. It also failed to warn them about any knowledge that Children's Theatre had about child sexual abuse.

Children's Theatre Generally

79. Defendant Children's Theatre should have known that some of its leaders and employees working at Children's Theatre were not safe.

80. Defendant Children's Theatre should have known that it did not have sufficient information about whether its leaders and employees working at Children's Theatre were safe.

81. Defendant Children's Theatre should have known that there was a risk of child sexual abuse for children participating in programs and activities at Children's Theatre and with its agents and employees.

82. Defendant Children's Theatre should have known that it did not have sufficient information about whether there was a risk of child sexual abuse for children participating in the Children's Theatre's programs and activities and enrolled at Children's Theatre school and with its agents and employees.

83. Defendant Children's Theatre should have known that it had agents and/or employees who had sexually molested children. It should have known that child sexual molesters have a high rate of recidivism. It should have known that there was a specific danger of child sexual abuse for children participating in its youth programs and with its employees and/or agents.

84. Defendant Children's Theatre held its leaders, teachers, employees, and agents out as people of great talent, high morals, as possessing immense power and influence, teaching families to respect and revere these leaders teachers, employees, and agents, soliciting youth to its programs at Children's Theatre, marketing to youth, recruiting youth, and holding out the people that worked at Children's Theatre as being safe to work with children.

Injuries Suffered by Plaintiffs Doe 84 and Laura Adams

85. As a direct result of the conduct of Defendants Children's Theatre and Donahue described herein, Plaintiff Doe 84 has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, humiliation, physical, personal and psychological injuries. Plaintiff Doe 84 was prevented and will continue to be prevented from performing his normal daily activities and obtaining the full enjoyment of life, has incurred and will continue to incur expenses

for medical and psychological treatment, therapy, and counselling, and on information and belief has and/or will incur loss of income and/or loss of earning capacity.

86. As a direct result of the conduct of Defendants Children's Theatre and McLean described herein, Plaintiff Laura Adams has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, humiliation, physical, personal and psychological injuries. Plaintiff Laura Adams was prevented and will continue to be prevented from performing her normal daily activities and obtaining the full enjoyment of life, has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counselling, and on information and belief has and/or will incur loss of income and/or loss of earning capacity.

**COUNT I: PLAINTIFF DOE 84 v. DEFENDANT JOHN CLARK DONAHUE –
SEXUAL BATTERY**

87. Plaintiff Doe 84 incorporates all consistent paragraphs of this Complaint as if fully set forth under this count and further alleges the following:

88. In 1977, Defendant Donahue inflicted unpermitted, harmful, and offensive sexual contact at least two times upon the person of Plaintiff Doe 84.

89. As a direct result of Defendant Donahue's wrongful conduct, Plaintiff Doe 84 had suffered the injuries alleged herein.

**COUNT II: PLAINTIFF DOE 84 v. DEFENDANT CHILDREN'S THEATRE –
NEGLIENT HIRING**

90. Plaintiff Doe 84 incorporates all consistent paragraphs of this Complaint as if fully set forth under this count and further alleges the following:

91. Defendant Children's Theatre owed Plaintiff Doe 84 a duty of reasonable care in hiring its agents, employees and actors.

92. Defendant Children's Theatre further assumed this duty by holding Donahue out to the public, including Plaintiff Doe 84, as a competent and trustworthy artistic director, director, producer, teacher, and supervisor.

93. Defendant Children's Theatre, by and through its employees and agents, should have known of Donahue's dangerous and exploitive propensities, which could have been discovered by reasonable investigation by Defendant Children's Theatre prior to hiring Donahue as the artistic director and agent and employee of Children's Theatre. Defendant Children's Theatre further knew the risk of child abuse in settings where education and programs are offered to children, including that it was a well-known and foreseeable risk that educators and youth workers may engage in sexually inappropriate contact with students and children in schools and youth educational and training programs.

94. Defendant Children's Theatre breached its duty to Plaintiff Doe 84 by failing to exercise reasonable care in hiring its employees and agents, including Donahue.

95. As a direct result of Defendant Children's Theatre's negligent conduct, Plaintiff Doe 84 has suffered the injuries and damages described herein.

**COUNT III: PLAINTIFF DOE 84 v. DEFENDANT CHILDREN'S THEATRE –
NEGLIGENT SUPERVISION**

96. Plaintiff Doe 84 incorporates all consistent paragraphs of this Complaint as if fully set forth under this count and further alleges the following:

97. Defendant Children's Theatre owed Plaintiff Doe 84 a duty of reasonable care.

98. By establishing and operating Children's Theatre, accepting the enrollment and participation of children and minor Plaintiff Doe 84, holding Children's Theatre out to be a safe environment for children and minor Plaintiff Doe 84 to study and learn, and accepting the care and custody of children and minor Plaintiff Doe 84, Defendant owed students and actors at Children's

Theatre, including minor Plaintiff Doe 84, a duty of ordinary care, which included and continues to include protecting Children's Theatre's actors and students, including minor Plaintiff Doe 84, from foreseeable harm.

99. At all times material, Donahue was employed by Defendant Children's Theatre and was under Defendant Children's Theatre and the Board's direct supervision, employ and control when he committed the wrongful acts alleged herein.

100. Donahue engaged in the wrongful conduct while acting in the course and scope of his employment with Defendant Children's Theatre and/or accomplished the sexual abuse by virtue of his job-created authority.

101. Donahue's wrongful conduct was foreseeable by Defendant Children's Theatre because it is and was a well-known and foreseeable risk that educators and youth workers may engage in sexually inappropriate contact with students and children in schools and youth educational and training programs.

102. Defendant Children's Theatre failed to exercise ordinary care in supervising Donahue in his employment and failed to prevent the foreseeable misconduct of Donahue from causing harm to others, including Plaintiff Doe 84.

103. As a direct result of Defendant Children's Theatre's negligent conduct, Plaintiff Doe 84 has suffered the injuries and damages described herein.

**COUNT IV: PLAINTIFF DOE 84 v. DEFENDANT CHILDREN'S THEATRE -
NEGLIGENT RETENTION**

104. Plaintiff Doe 84 incorporates all consistent paragraphs of this Complaint as if fully set forth under this count and further alleges the following:

105. Defendant Children's Theatre, by and through its Board of Directors, agents, servants and employees, should have become aware of problems indicating that Donahue was an

unfit employee with dangerous and exploitive propensities, prior to Donahue's sexual abuse of Plaintiff Doe 84, yet Defendant Children's Theatre failed to take any further action to remedy the problem and failed to investigate or remove Donahue from his employment and from working with children.

106. As a direct result of Defendant Children's Theatre's negligent conduct, Plaintiff Doe 84 has suffered the injuries and damages described herein.

**COUNT V: PLAINTIFF DOE 84 v. DEFENDANT CHILDREN'S THEATRE -
NEGLIGENCE**

107. Plaintiff Doe 84 incorporates all consistent paragraphs of this Complaint as if fully set forth under this count and further alleges the following:

108. Defendant Children's Theatre owed Plaintiff Doe 84 a duty of reasonable care.

109. Defendant Children's Theatre owed Plaintiff Doe 84 a duty of care because it had a special relationship with Plaintiff Doe 84.

110. Defendant Children's Theatre owed Plaintiff Doe 84 a duty to warn and protect him from harm because it had a special relationship with Donahue.

111. Defendant Children's Theatre owed Plaintiff Doe 84 a duty to protect him from harm because Defendant Children's Theatre's active misfeasance created a foreseeable risk of harm.

112. Defendant Children's Theatre owed Plaintiff Doe 84 a duty to protect him from harm because it invited him onto its property and Donahue posed a dangerous condition on Defendant Children's Theatre's property.

113. By establishing and operating Children's Theatre, accepting the enrollment and participation of minor Plaintiff 84, holding Children's Theatre out to be a safe environment for Plaintiff Doe 84 to study and learn, accepting custody of minor Plaintiff Doe 84 *in loco parentis*,

and by establishing a fiduciary relationship with Plaintiff Doe 84, Defendant Children's Theatre entered into an express and/or implied duty to properly supervise Plaintiff 84 and provide a reasonably safe learning environment.

114. By establishing and operating Children's Theatre, which offered education to children through its Theatre and educational classes and programs, including a school, and by accepting the enrollment and participation of minor Plaintiff 84 as a student, Defendant Children's Theatre owed Plaintiff Doe 84 a duty to properly supervise Plaintiff Doe 84 from general dangers.

115. Defendant Children's Theatre breached its duties to Plaintiff Doe 84. Its failures include but are not limited to failing to properly supervise Donahue and failing to protect Plaintiff Doe 84 from a known danger at Children's Theatre.

116. Defendant Children's Theatre's breach of its duty was a proximate cause of Plaintiff Doe 84's injuries.

117. As a direct result of Defendant Children's Theatre's negligent conduct, Plaintiff Doe 84 has suffered the injuries and damages described herein.

**COUNT VI: PLAINTIFF LAURA ADAMS v. DEFENDANT JASON MCLEAN –
SEXUAL BATTERY**

118. Plaintiff Laura Adams incorporates all consistent paragraphs of this Complaint as if fully set forth under this count and further alleges the following:

119. In May or June of 1983, Defendant McLean inflicted unpermitted, harmful, and offensive sexual contact upon the person of Plaintiff Laura Adams.

120. As a direct result of Defendant McLean's wrongful conduct, Plaintiff Laura Adams had suffered the injuries alleged herein.

**COUNT VII: PLAINTIFF LAURA ADAMS v. DEFENDANT CHILDREN'S THEATRE-
NEGLIENT HIRING**

121. Plaintiff Laura Adams incorporates all consistent paragraphs of this Complaint as if fully set forth under this count and further alleges the following:

122. Defendant Children's Theatre owed Plaintiff Laura Adams a duty of reasonable care in hiring its agents, employees and actors.

123. Defendant Children's Theatre further assumed this duty by holding McLean out to the public, including Plaintiff Laura Adams, as a competent and trustworthy actor, acting coach, teacher, and supervisor.

124. Defendant Children's Theatre, by and through its employees and agents, should have known of McLean's dangerous and exploitive propensities, which could have been discovered by reasonable investigation by Defendant Children's Theatre prior to hiring McLean as an actor and teacher and agent and employee of Children's Theatre. Defendant Children's Theatre further knew the risk of child abuse in settings where education and programs are offered to children, including that it was a well-known and foreseeable risk that educators and youth workers may engage in sexually inappropriate contact with students and children in schools and youth educational and training programs.

125. Defendant Children's Theatre breached its duty to Plaintiff Laura Adams by failing to exercise reasonable care in hiring its employees and agents, including McLean.

126. As a direct result of Defendant Children's Theatre's negligent conduct, Plaintiff Laura Adams has suffered the injuries and damages described herein.

**COUNT VIII: PLAINTIFF LAURA ADAMS v. DEFENDANT CHILDREN'S THEATRE-
NEGLIGENT SUPERVISION**

127. Plaintiff Laura Adams incorporates all consistent paragraphs of this Complaint as

if fully set forth under this count and further alleges the following:

128. Defendant Children's Theatre owed Plaintiff Laura Adams a duty of reasonable care.

129. By establishing and operating Children's Theatre, accepting the enrollment of children and minor Plaintiff Laura Adams, holding Children's Theatre out to be a safe environment for children and minor Plaintiff Laura Adams to study and learn, and accepting the care and custody of children and minor Plaintiff Laura Adams, Defendant Children's Theatre owed students and actors at Children's Theatre, including minor Plaintiff Laura Adams, a duty of ordinary care, which included and continues to include protecting Children's Theatre's actors and students, including minor Plaintiff Laura Adams, from foreseeable harm.

130. At all times material, McLean was employed by Defendant Children's Theatre and was under Defendant Children's Theatre and the Board's direct supervision, employ and control when he committed the wrongful acts alleged herein.

131. McLean engaged in the wrongful conduct while acting in the course and scope of his employment with Defendant Children's Theatre and/or accomplished the sexual abuse by virtue of his job-created authority.

132. McLean's wrongful conduct was foreseeable by Defendant Children's Theatre because it is and was a well-known and foreseeable risk that educators and youth workers may engage in sexually inappropriate contact with students and children in schools and youth programs.

133. Defendant failed to exercise ordinary care in supervising McLean in his employment and failed to prevent the foreseeable misconduct of McLean from causing harm to

others, including Plaintiff Laura Adams.

134. As a direct result of Defendant Children's Theatre's negligent conduct, Plaintiff Laura Adams has suffered the injuries and damages described herein.

**COUNT IX: PLAINTIFF LAURA ADAMS v. DEFENDANT CHILDREN'S THEATRE -
NEGLIGENT RETENTION**

135. Plaintiff Laura Adams incorporates all consistent paragraphs of this Complaint as if fully set forth under this count and further alleges the following:

136. Defendant Children's Theatre, by and through its Board of Directors, agents, servants and employees, should have become aware of problems indicating that McLean was an unfit employee with dangerous and exploitive propensities, prior to McLean's sexual abuse of Plaintiff Laura Adams, yet Defendant Children's Theatre failed to take any further action to remedy the problem and failed to investigate or remove McLean from his employment and from working with children.

137. As a direct result of Defendant Children's Theatre's negligent conduct, Plaintiff Laura Adams has suffered the injuries and damages described herein.

**COUNT X: PLAINTIFF LAURA ADAMS v. DEFENDANT CHILDREN'S THEATRE -
NEGLIGENCE**

138. Plaintiff Laura Adams incorporates all consistent paragraphs of this Complaint as if fully set forth under this count and further alleges the following:

139. Defendant Children's Theatre owed Plaintiff Laura Adams a duty of reasonable care.

140. Defendant Children's Theatre owed Plaintiff Laura Adams a duty of care because it had a special relationship with Plaintiff Laura Adams.

141. Defendant Children's Theatre owed Plaintiff Laura Adams a duty to warn and protect her from harm because it had a special relationship with McLean.

142. Defendant Children's Theatre owed Plaintiff Laura Adams a duty to protect her from harm because Defendant Children Theatre's active misfeasance created a foreseeable risk of harm.

143. Defendant Children Theatre owed Plaintiff Laura Adams a duty to protect her from harm because it invited her onto its property and McLean posed a dangerous condition on Defendant Children's Theatre's property.

144. By establishing and operating Children's Theatre, accepting the enrollment and participation of minor Plaintiff Laura Adams at the Children's Theatre School, holding Children's Theatre out to be a safe environment for Plaintiff Laura Adams to study and learn, accepting custody of minor Plaintiff Laura Adams *in loco parentis*, and by establishing a fiduciary relationship with Plaintiff Laura Adams, Defendant Children's Theatre entered into an express and/or implied duty to properly supervise Plaintiff Laura Adams and provide a reasonably safe learning environment.

145. By establishing and operating Children's Theatre, which offered education to children through its Theatre and educational programs, including a school, and by accepting the enrollment and participation of minor Plaintiff Laura Adams as a student, Defendant Children's Theatre owed Plaintiff Laura Adams a duty to properly supervise Plaintiff Doe Laura Adams from general dangers.

146. Defendant Children's Theatre breached its duties to Plaintiff Laura Adams. Its failures include but are not limited to failing to properly supervise McLean and failing to protect Plaintiff Laura Adams from a known danger at Children's Theatre.

147. Defendant Children's Theatre's breach of its duty was a proximate cause of Plaintiff Laura Adams's injuries.

148. As a direct result of Defendant Children's Theatre's negligent conduct, Plaintiff Laura Adams has suffered the injuries and damages described herein.

PRAYER FOR RELIEF

149. Plaintiff Doe 84 demands judgment against Defendants Children's Theatre and Donahue, individually, jointly and severally, in an amount in excess of \$50,000.00, plus costs, disbursements, reasonable attorney fees, interest and such other and further relief as the court deems just and equitable.

150. Plaintiff Laura Adams demands judgment against Defendants Children's Theatre and McLean, individually, jointly and severally, in an amount in excess of \$50,000.00, plus costs, disbursements, reasonable attorney fees, interest and such other and further relief as the court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues so triable.

Dated: 11/30/15

JEFF ANDERSON & ASSOCIATES, P.A.



By: Jeffrey R. Anderson, #2057
Michael G. Finnegan, #033649X
Molly K. Burke, #0391477
Attorneys for Plaintiffs
366 Jackson Street, Suite 100
St. Paul, MN 55101
(651) 227-9990

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

SECOND JUDICIAL DISTRICT

Case Type: Personal Injury

Doe 84,

Court File No.:

Plaintiff,

v.

AFFIDAVIT OF PERSONAL SERVICE

The Children's Theatre Company, a Minnesota
Non-Profit Corporation, and John Clark Donahue,

Defendants.

Laura Adams,

Plaintiff,

v.

The Children's Theatre Company, a Minnesota
Non-Profit Corporation, and Jason McLean,

Defendants.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Logan Kugler, being duly sworn, on oath, states that, on November 30, 2015, he served the attached document(s):

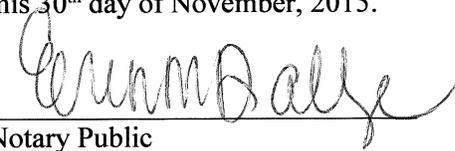
Summons and Complaint

upon Jason McLean, therein name personally at: Loring Pasta Bar, 327 14th Avenue SE, in the City of Minneapolis, County of Hennepin, State of Minnesota, by handing to and leaving with Jason McLean, a true and correct copy thereof.

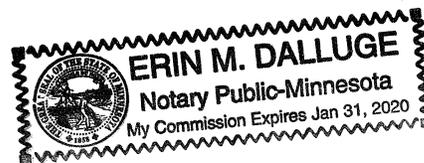


Logan Kugler

Subscribed and sworn to before me
this 30th day of November, 2015.



Notary Public



STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

SECOND JUDICIAL DISTRICT

Case Type: Personal Injury

Doe 84,

Court File No.:

Plaintiff,

v.

AFFIDAVIT OF PERSONAL SERVICE

The Children's Theatre Company, a Minnesota
Non-Profit Corporation, and John Clark Donahue,

Defendants.

Laura Adams,

Plaintiff,

v.

The Children's Theatre Company, a Minnesota
Non-Profit Corporation, and Jason McLean,

Defendants.

STATE OF MINNESOTA)

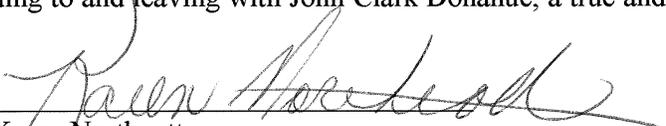
) ss.

COUNTY OF RAMSEY)

Karen Northcott, being duly sworn, on oath, states that, on November 30, 2015, she served the attached document(s):

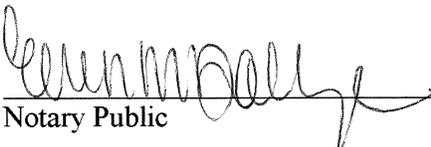
Summons and Complaint

upon John Clark Donahue, therein name personally at: 2534 Stevens Avenue, in the City of Minneapolis, County of Hennepin, State of Minnesota, by handing to and leaving with John Clark Donahue, a true and correct copy thereof.



Karen Northcott

Subscribed and sworn to before me
this 30th day of November, 2015.



Notary Public

