

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

Case Type: Personal Injury

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Doe 605,

Court File No.:

Plaintiff,

**SUMMONS**

vs.

Best Academy a/k/a and d/b/a Harvest Best  
Academy and Abdul Wright,

Defendants.

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**THIS SUMMONS IS DIRECTED TO THE DEFENDANTS ABOVE NAMED.**

**1. YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's 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 Plaintiff's Complaint. In your Answer, you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff 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 Plaintiff 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: March 11, 2025.

JEFF ANDERSON & ASSOCIATES, P.A.



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STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
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**COMPLAINT**

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Best Academy a/k/a and d/b/a Harvest Best  
Academy and Abdul Wright,

Defendants.

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Plaintiff, for her cause of action against Defendants, alleges that:

**PARTIES**

1. At all times material, Plaintiff Doe 605 was a resident of Hennepin County, State of Minnesota. Doe 605 is a victim of sexual assault and sexual abuse when she was a minor. In the interest of privacy, Doe 605's identity has been disclosed under separate cover to Defendants.

2. At all times material, Defendant Best Academy a/k/a and d/b/a Harvest Best Academy ("Best Academy") was and continues to be a nonprofit corporation authorized to conduct business and conducting business in the State of Minnesota and maintaining a business office at 1300 Olson Memorial Highway, Minneapolis, Hennepin County, Minnesota. Eric Mahmoud is the Chief Executive Officer of Best Academy. In 2008, Best Academy established a kindergarten through 8<sup>th</sup> grade charter school, Best Academy, in accordance the laws of the State of Minnesota. In 2018, Harvest Preparatory School merged with Best Academy to form Harvest Best Academy a/k/a Best Academy.

3. Defendant Abdul Jameel Wright (“Wright”) is an adult male resident of Hennepin County, in the State of Minnesota. At all times material, Wright was employed by Defendant Best Academy as a teacher and youth basketball coach. At all times material, Wright remained under the direct supervision, employ and control of Best Academy.

### **FACTS**

#### **Best Academy’s Organization and Leadership**

4. At all times material, Best Academy was a charter school founded, run, operated, and led by Eric Mahmoud.

5. Best Academy was one of three charter schools founded, run, operated, and led by Eric Mahmoud; he also founded, run, operated, and led Harvest Preparatory School and The Mastery School.

6. At all times material, the group of charter schools, including Best Academy, served predominantly low-income African American families in North Minneapolis, Minnesota.

7. At all times material, the Harvest Network of Schools, Inc., (“Harvest Network”) provided contract services to the charter schools including but not limited to finance, operations, and human resource services.

8. At all times material, on information and belief, agents of Harvest Network providing contract services to Best Academy acted on behalf of and as agents of Best Academy.

9. In approximately 2018, the Harvest Network was dissolved, but Best Academy continued operations continuously and without interruption.

10. At all times material, the Harvest Network and all three charter schools, including Best Academy, were founded, operated, and led by Eric Mahmoud.

11. At all times material, Eric Mahmoud oversaw the Harvest Network and was involved in hiring, promoting, and supervising school leadership of the three charter schools, including Best Academy.

12. Beginning in the fall of 2016, Mahmoud directly supervised all principals of the Harvest Network schools, including Best Academy's principal Fatou Diahame.

13. At all times material, Defendant Wright was employed by Best Academy as a teacher and youth basketball coach.

14. At all times material, Best Academy placed Wright in positions where he had access to and worked with minor children as an integral part of his work.

Best Academy's Knowledge of Wright's History Sexual Misconduct

15. At all times material, Best Academy was aware of Wright's previous history of sexual misconduct, which included misconduct occurring in Wright's classroom at Best Academy.

16. In October of 2012, Best Academy Employee A reported an incident to Best Academy's Vice Principal that had occurred a few days prior in which Wright had sexually assaulted employee A in Wright's classroom at Best Academy.

17. Employee A told Employee B about the sexual assault by Wright, and Employee B told Employee A that Wright had sexually assaulted her in a similar manner in Wright's classroom a year before, in 2011.

18. Employee A made a report to Best Academy's human resources department, and an internal school investigation was initiated.

19. Employee A made a report to law enforcement, and law enforcement came to Best Academy to conduct an interview with Employee A.

20. Law enforcement's contact person for the investigation was Best Academy's Human Resources Officer, Ella Mahmoud.

21. Law enforcement's investigation documents Employee B's report of sexual misconduct by Wright that occurred in 2011 in a classroom at Best Academy.

Wright's Grooming and Sexual Abuse of Plaintiff

22. In the spring of 2016, Wright won the Minnesota Teacher of the Year award.

23. At all times material, during the fall 2016 to spring 2017 school year, when Plaintiff was 13 to 14 years old and in the 8<sup>th</sup> grade, Plaintiff was a minor student attending Best Academy.

24. Plaintiff was enrolled in a class entitled Language Arts, which was instructed by Wright, and Plaintiff was a member of Best Academy's youth girls' basketball team, which was coached by Wright.

25. Plaintiff and her family came into contact with Wright through his positions at Best Academy, and as an agent and representative of Best Academy.

26. Plaintiff participated in educational activities and student youth activities at Best Academy. During and through these activities, Plaintiff, as a minor and vulnerable child, was dependent on Best Academy and Wright. Best Academy and Wright had custody of Plaintiff and accepted the entrustment of Plaintiff.

27. From approximately 2016 to 2017, when Plaintiff was in 8<sup>th</sup> grade and approximately 13 to 14 years old and in the care, custody, and control of Best Academy and Wright, Wright engaged in boundary violations and targeted grooming of Plaintiff.

28. In the fall of 2016, Plaintiff felt lucky to be enrolled in Wright's class because of his stature as Minnesota Teacher of the Year and highly regarded reputation.

29. In late 2016 to early 2017, Doe 605 played on the Best Academy girls basketball team, which Wright coached.

30. Best Academy's girls basketball team operated out of Best Academy's and Mastery School's facilities.

31. Best Academy assumed supervision and control of its youth basketball teams and had a duty to use reasonable care to supervise its extracurricular programs, including supervision of the coaches and minor players.

32. In approximately December 2016 to January 2017, Wright took groups of students, including Doe 605, to Timberwolves basketball games.

33. Mr. Walton and Mr. Ross, teachers at Best Academy, also at times attended Timberwolves basketball games with Wright and students, including Plaintiff.

34. Wright used the outings to the Timberwolves basketball games to groom Plaintiff.

35. After a Timberwolves game that Wright took Doe 605 and other students to, Wright dropped all the other students off at their homes before Doe 605, even though taking the route to drop Doe 605 at her home last was not the most efficient route.

36. When Doe 605 was the only passenger left in Wright's car, Wright selected and played an explicit song, "Wishing Remix," and told Doe 605 that the song reminded him of her.

37. During class time at school, Wright further groomed Plaintiff by giving Doe 605 special attention and treatment by engaging her in special tasks such as requesting that she pass papers out to the class, assist him in various ways during class, and selecting her to choose the fun Friday activities for the class.

38. Wright's special attention given to Plaintiff and singling Plaintiff out to do special tasks for him in class made Plaintiff feel respected, made her believe that Wright believed her to

be a good student, and the fact that other students observed the special treatment made Plaintiff feel further acknowledged.

39. Starting in approximately January 2017, Wright also further groomed Plaintiff by inviting Plaintiff and other female students to eat lunch in his classroom with him, which they began to do on a daily basis.

40. At times, Wright came to the lunchroom and escorted Plaintiff and the other female students to his classroom, and at other times Plaintiff and the other female students would walk to his classroom, past the teachers supervising lunch. The teachers supervising lunch would either inquire with the girls to validate and confirm the students were going to Wright's classroom or not say anything to students.

41. Plaintiff often stayed at school after classes ended with other female students to then attend math tutoring or dance classes.

42. Wright further groomed Plaintiff by providing Plaintiff and the other female students the opportunity to hang out in his classroom after classes ended, providing snacks, and driving Plaintiff and the other female students from school to activities.

43. To provide the snacks, in advance, Wright would ask the girls what they wanted to eat, purchase it for them, and have it back at school for them to eat in his classroom before he brought them to activities. Wright would purchase fast food or snacks from the corner store.

44. Wright further targeted and groomed Plaintiff by telling her that he played Apple iPhone games with her friends and that he and she should exchange cell phone numbers so he and she could play electronic games together.

45. Plaintiff complied and exchanged cell phone numbers with Wright.



46. After a period of time passed in which Wright engaged Plaintiff in playing electronic games, Wright began to converse with Doe 605 via text messaging. Wright would ask Plaintiff about her day, or state that he was thinking about her.

47. At some point in time, Wright then began to call Plaintiff on the telephone to talk with her daily.

48. After driving Plaintiff and the other students to activities such as math tutoring or dance classes, Wright often requested that Plaintiff stay behind after the other students exited the car and walked away and Wright would comment on Plaintiff's clothing and how they fit on her, that she was sexy or the clothes were sexy and that she should wear that clothing item more often. Wright would also compliment Plaintiff on her hair and told her he'd like to spend more time with her.

49. Wright also groomed Plaintiff by building trust when he asked Plaintiff about her personal life, and she confided in Wright, which made her feel heard and supported.

50. Wright further targeted and groomed Plaintiff and Plaintiff's mother by befriending Plaintiff's mother and earning Plaintiff's mother's trust and creating a friendship with her, by which Wright increased his access to Plaintiff.

51. Plaintiff's mother trusted Wright because of his position as a teacher at Best Academy but also as an award winning, esteemed, respected teacher at Best Academy.

52. Plaintiff's mother, believing Wright was a trusted confidant, confided in Wright, which further empowered Wright to groom and manipulate Plaintiff with the personal information he learned about the family.

53. Wright also groomed Plaintiff by hiring her to stay at school to babysit his children at the Best Academy building.

54. Because of Wright's grooming of Plaintiff and Plaintiff's mother, Plaintiff was permitted to stay to babysit Wright's children.

55. On one occasion when Plaintiff stayed at school to babysit, Wright's children were not there. Wright instead requested that Plaintiff assist him in grading papers, and he grooming Plaintiff by initiating a conversation with Plaintiff about whether she was a virgin.

56. Beginning in approximately March of 2017, Wright began to touch Plaintiff inappropriately at times she was babysitting his children.

57. In approximately March of 2017, when Doe 605 was 14 years old and in the 8<sup>th</sup> grade and in the care, custody, and control of Best Academy and Wright, Wright engaged in unpermitted sexual contact with Doe 605.

58. Multiple instances of Wright's sexual abuse of Plaintiff, including the first instance of sexual abuse, occurred in the Best Academy school building.

59. Wright's unpermitted sexual contact with Doe 605 continued from March of 2017 when Plaintiff was 14 years old and in 8<sup>th</sup> grade until her 15<sup>th</sup> birthday in September of 2017 when she was in the 9<sup>th</sup> grade.

60. Wright was employed by, and working for, Best Academy when he engaged in targeted grooming of Plaintiff and unpermitted sexual contact with Plaintiff.

61. On information and belief, during the time of Wright's sexual abuse of Plaintiff, and while Plaintiff was a student at Best Academy, two Best Academy employees, including at least one in a leadership position, observed concerning conduct by Wright towards Plaintiff and raised questions and concerns about the relationship between Wright and Plaintiff.

62. On information and belief, despite making such observations and raising questions and concerns, the staff members, or any other employees or agents of Best Academy, including

Eric Mahmoud, made no inquiry, no investigation, and took no action related to the ongoing concerns of criminal sexual conduct by Wright against Plaintiff.

63. On information and belief, no report of such concerns and suspicions of criminal sexual conduct against a minor were reported to law enforcement as required by mandatory reporting laws or to the Minnesota Student Maltreatment Program for investigation.

Doe 605's Father's Report to Eric Mahmoud at Best Academy

64. In approximately August 2017, from Doe 605's phone records, her mother and father discovered voluminous phone calls and text messages between Wright and Doe 605 and many of the calls and texts occurring late at night or in the early morning hours.

65. After discovering the texts, Doe 605's father sought an in-person meeting at Best Academy with Eric Mahmoud and Wright.

66. At the August 2017 meeting, in attendance was Plaintiff's father, Plaintiff's father's stepfather, Eric Mahmoud, and Wright.

67. At the meeting, Doe 605's father presented Eric Mahmoud and Wright with Doe 605's phone records, which showed that Wright was frequently calling and texting Doe 605 and that many of the calls and texts occurred at odd hours of the night, such as 3:00 a.m.

68. Doe 605's father questioned as to why Wright was calling his daughter at such hours and what they would have to talk about at 3:00 a.m.

69. Doe 605's father stated that such communication went beyond a student/teacher relationship.

70. Doe 605's father stated in the meeting to Mahmoud and Wright in reference to the phone records that, "you know what this looks like."

71. In this meeting, neither Eric Mahmoud nor Wright provided a response to Doe 605's father's questions or explanation for the communications.

72. Eric Mahmoud talked about his own stature in the community and his community work and Defendant Wright as a stand-up teacher.

73. On information and belief, neither Eric Mahmoud nor Wright reported Plaintiff's father's allegations and suspicions of sexual misconduct by Wright towards Plaintiff to law enforcement as mandated by mandatory reporting laws or to the Minnesota Student Maltreatment Program for investigation.

74. On information and belief, neither Eric Mahmoud nor any Best Academy employees or agents took any remedial action to protect Plaintiff and other students from Wright's conduct and the risk he posed to Plaintiff and other students at the school.

75. Wright remained employed at Best Academy four more years, until 2021.

#### Doe 605's Father Seeks a Harassment Restraining Order on Behalf of Doe 605

76. In approximately the fall of 2017, Doe 605's father filed a Petition for a Harassment Restraining Order for Ex Parte Harassment in Hennepin County.

77. In October 2017, the court denied Doe 605's father's petition for temporary relief because the petition lacked specificity but scheduled a hearing.

78. In approximately December 2017, Doe 605's father and Wright reached a mediated settlement agreement in harassment court.

79. The terms of the mediated settlement agreement included the following:

- 1) Interaction between Wright and Doe 605 was to be professional and transparent.
- 2) Communication between Wright and Doe 605 could occur via email.
- 3) Wright and Doe 605 could not have social media contact.

### Doe 605 Reports to Law Enforcement

80. In May of 2024, Plaintiff's mother reported to the Minneapolis Police Department that Plaintiff in 2017 when 14 years old was sexually assaulted by Wright.

81. Plaintiff provided a statement to responding officers, and law enforcement conducted an investigation.

82. In August 2024, Wright was charged with first degree criminal sexual conduct for his criminal conduct related to Plaintiff.

### Eric Mahmoud's Sworn Testimony Provided in 2022

83. In January 2022, Eric Mahmoud provided sworn testimony under oath in a deposition taken in the matter of *Minor Doe 601, a minor, by and through his mother and natural guardian, Mother Doe 601 v. Best Academy et al.*, Hennepin County District Court, Court File No. 27-CV-20-9030.

84. Under oath, Eric Mahmoud stated that before March 2020, he had never received a report of suspicions of sexual abuse of any of the students at any of the schools he founded, ran, operated, led, and/or oversaw.

85. Eric Mahmoud stated under oath that he had never made a report of suspicions of sexual abuse to law enforcement.

86. The allegations revealed by Plaintiff's father to Eric Mahmoud belie and directly contradict Eric Mahmoud's assertions made under oath.

87. Eric Mahmoud further testified under oath that he understood as an educator that people sexually abuse children.

Dr. Sherryll Kraizer, Ph. D.'s Expert Opinions

88. Dr. Sherryll Kraizer, Ph. D. is an expert in the field of prevention, recognition, and reporting of child abuse. She is also an expert in the standard of care expected of educational organizations in hiring, policies and procedures, training, supervision, and mandatory reporting.

89. In a legal matter involving the sexual abuse of a student by a different offender employed at Best Academy, Dr. Kraizer provided expert opinions generally about the known risk of child abuse in schools in 2016-2018 and specifically Best Academy's relevant practices at the time of Wright's sexual assaults of Doe 605.

90. Dr. Kraizer's expert opinions concerning the risk of child abuse in schools and Best Academy included but was not limited to the following:

- 1) There is a generally known risk of sexual abuse in schools, including by teachers and coaches.
- 2) The U.S. Department of Education recognizes that schools are entrusted with the responsibility to keep children safe throughout the school day and during school activities.
- 3) The Minnesota Department of Education also recognizes that schools are to provide safe environments for children.
- 4) Best Academy's handbook at the time recognized the responsibility to maintain a safe learning environment.
- 5) Best Academy had a duty to have policies and procedures in place to protect children, provide training for staff, define limits on staff behavior, and inform parents and children of the safety rules.

- 6) Best Academy knew or should have known that sexual misconduct was a known hazard for students.
- 7) Best Academy had a duty to act affirmatively to protect its students from foreseeable dangers, including the foreseeable danger of sexual abuse by its teachers.
- 8) Best Academy had an acknowledged duty to protect its students from known risks.
- 9) The standard of care to prevent employ sexual misconduct in settings that care for children, including schools, includes Environmental Monitoring, which includes identifying potential areas of risk, monitoring staff behaviors, checking classrooms to ensure students have left the building or are attendance in approved school activities.
- 10) Best Academy had a duty to understand, recognize, intervene, and stop boundary violations and grooming of students and the standard of care includes educating staff to recognize educator misconduct.
- 11) Best Academy had a duty to supervise and protect its students, to know where they were and what they were doing, and to prevent grooming, boundary violations, and educator misconduct.
- 12) Best Academy had a duty to report educator sexual misconduct to the Minnesota Student Maltreatment Program to investigate reported cases of student maltreatment.

Best Academy

91. Prior to the sexual abuse of Doe 605, Best Academy learned or should have learned that Wright was not fit to work with children.

92. Best Academy knew or should have known that Wright was a danger to children before he sexually abused Doe 605.

93. At all times material, Doe 605, as a minor and vulnerable child, was dependent on and relied on Best Academy and Wright. Defendants had custody of Doe 605 and accepted the entrustment of Doe 605. Defendants had responsibility for Doe 605 and authority over Doe 605.

94. By accepting custody of Doe 605, Defendants Best Academy and Wright established an *in loco parentis* relationship with Doe 605 and in so doing, owed Doe 605 a duty to protect Doe 605 from injury.

95. Further, Best Academy, by holding itself out as being able to provide a safe environment for vulnerable children, solicited and/or accepted this position of empowerment. This empowerment prevented Doe 605 from effectively protecting herself and Best Academy thus entered into a fiduciary relationship with Doe 605.

96. Defendants Best Academy and/or Wright had a special relationship with Doe 605.

97. At all times material, Defendant Best Academy employed, had responsibility for, and/or had control over Wright, including the ability to control and supervise his conduct and access to minor children, including Doe 605.

98. Defendant Best Academy had a special relationship with Wright.

99. Defendant Best Academy owed Doe 605 a duty of reasonable care because it had superior knowledge about the risk that Wright posed, the risk of abuse and sexual assault in general in their programs, and/or the risks that their facilities posed to minor children.

100. Defendant Best Academy owed Doe 605 a duty of reasonable care because it solicited youth and parents for participation in their programs; encouraged vulnerable youth and parents to have vulnerable youth participate in its programs; undertook custody of minor children,



including Doe 605; promoted its facilities and programs as being safe for children; and held its agents out as well-trained and safe to work with and supervise children at its facilities and/or participate in its programs.

101. Defendant Best Academy owed a duty to Doe 605 to protect her from generally foreseeable harm because Defendant's actions created a foreseeable risk of harm to Doe 605. As a vulnerable child participating in the programs and activities that Defendant Best Academy offered to minors at Defendant's facilities, Doe 605 was a foreseeable victim. As a vulnerable child who Wright had access to through Defendant Best Academy's facilities and programs, Doe 605 was a foreseeable victim.

102. As a child under the custody and care of Defendants Best Academy and/or Wright, Doe 605 was a foreseeable victim.

103. Defendant Best Academy knew or should have known that its facilities were not safe.

104. Defendant Best Academy knew or should have known that it did not have sufficient information about whether or not its facilities were safe.

105. Defendant Best Academy knew or should have known that there was a risk of child sex abuse and sexual assault for children enrolled in its school and participating in its programs.

106. Defendant Best Academy knew or should have known that it did not have sufficient information about whether or not there was a risk of child sexual abuse or sexual assault for children enrolled in its school and participating in its programs.

107. Defendant Best Academy knew or should have known that Defendant Best Academy had employees and/or agents who had sexually assaulted children. Defendant Best Academy knew or should have known that there was a specific danger of child sexual abuse and

sexual assault for children at its facilities, including those under its care at Defendant Best Academy.

108. Defendant Best Academy breached its duties to Doe 605. Defendant Best Academy's breach of its duties include, but are not limited to: failure to have sufficient policies and procedures to prevent child sexual abuse and sexual assault, failure to properly implement or follow any existing policies and/or procedures to prevent child sexual abuse and/or sexual assault, failure to take reasonable measures to make sure that the policies and procedures to prevent child sex abuse and sexual assault were followed and working, failure to adequately inform families and children of the risks of child sexual abuse and sexual assault, failure to investigate risks of child sexual abuse and sexual assault, failure to properly train its employees, failure to have any outside agency test its safety procedures, failure to protect the children in its programs from child sexual abuse and sexual assault, failure to adhere to the applicable standard of care for child safety, failure to investigate the amount and type of information necessary to represent the institutions, programs, leaders, and people as safe, failure to realize Doe 605 and other minors had initially been assaulted by Wright and then failing to prevent further assaults from Wright on Doe 605, and failure to train its employees properly to identify signs of employee and/or agent grooming behaviors towards students and children, child molestation, and sexual assault by employees and/or agents in its programs.

109. Defendant Best Academy failed to use ordinary care in determining whether its facilities were safe and/or in determining whether it had sufficient information to represent its facilities as safe. Defendant Best Academy's failures include, but are not limited to: failure to have sufficient policies and procedures to prevent abuse at its facilities, failure to follow any existing policies in place to prevent abuse at its facilities, failure to investigate risks at its facilities,

failure to properly train workers at its facilities, failure to have any outside agency test its safety procedures, failure to investigate the amount and type of information necessary to represent its facilities as safe, and failure to train its employees properly to identify signs of sexual assault in its programs.

110. Defendant Best Academy also breached its duties to Doe 605 by failing to warn her and her family of the risks of sexual assault at facilities like Defendant Best Academy. Defendant Best Academy also failed to warn them about any of the knowledge that Defendant Best Academy had about child sex abuse and sexual assault.

#### Doe 605's Damages

111. As a direct result of Defendants' conduct described herein, Doe 605 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. Doe 605 was prevented, and will continue to be prevented, from performing normal daily activities and obtaining the full enjoyment of life; and/or has incurred and will continue to incur expenses for psychological treatment, therapy, and counseling, and, on information and belief has and/or will incur loss of income and/or loss of earning capacity.

#### **COUNT I: SEXUAL BATTERY AGAINST DEFENDANT WRIGHT**

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

112. In approximately 2017, Defendant Wright inflicted unpermitted, harmful, and offensive sexual contact upon the person of Plaintiff.

113. As a direct result of Defendant Wright's wrongful conduct, Plaintiff has suffered the injuries and damages described herein.

**COUNT II: VICARIOUS LIABILITY/RESPONDEAT SUPERIOR AGAINST  
DEFENDANT BEST ACADEMY**

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

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

115. Defendant Best Academy is responsible for the actions of Wright under the theory of respondeat superior.

116. Wright gained authority over, and access to Plaintiff while acting on behalf of Best Academy by virtue of his position, authority and duties as a teacher and coach. Wright sexually abused Plaintiff while acting on behalf of Best Academy in the performance of duties and tasks lawfully assigned to him as part of his regular duties as a teacher and coach. Wright used the authority lawfully assigned him as a teacher and coach to access and isolate Plaintiff during the school day while classes were in session and after classes had ended for the day and sexually abuse Plaintiff.

117. The wrongful acts of Wright were committed incidental to Best Academy's employment of Wright and would not have occurred but for Best Academy's employment of Wright.

118. The source of Wright's access, isolation, and sexual abuse of Plaintiff was related to Wright's duties as a teacher and coach at Best Academy.

119. The wrongful acts of Wright were committed within work-related limits of time and place of Wright's employment at Best Academy.

120. The specific harm caused by Wright, specifically the sexual abuse of children, was a well-known hazard within the industry in which Best Academy employed Wright and was therefore a foreseeable risk of doing business at the time Wright sexually abused Plaintiff.

121. Best Academy is liable for the intentional misconduct of its employee, servant and/or agent Wright committed within the scope of his employment and are vicariously liable for the injuries suffered by Plaintiff as described herein.

### **COUNT III: NEGLIGENCE AGAINST DEFENDANT BEST ACADEMY**

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

122. Defendant Best Academy owed Plaintiff a duty of reasonable care.

123. Defendant Best Academy owed Plaintiff a duty of care because they had a special relationship with Plaintiff.

124. Defendant Best Academy owed Plaintiff a duty to warn and protect Plaintiff from harm because it had a special relationship with Wright.

125. Defendant Best Academy owed Plaintiff a duty to protect Plaintiff from harm because Best Academy's active misfeasance created a foreseeable risk of harm.

126. Defendant Best Academy owed Plaintiff a duty to protect Plaintiff from harm because Best Academy invited Plaintiff onto its property, and Wright posed a dangerous condition on its property.

127. Defendant Best Academy owed Plaintiff a duty of care because the sexual abuse Plaintiff suffered was foreseeable.

128. By establishing and operating Best Academy, accepting the enrollment, attendance, and participation of Plaintiff in its programs, holding Best Academy out to be a safe environment for Plaintiff to participate in educational and youth activities at, accepting custody of Plaintiff *in loco parentis*, and by establishing a fiduciary relationship with Plaintiff, Best Academy entered into an express and/or implied duty to properly supervise Plaintiff and provide a reasonably safe environment.

129. By establishing and operating Best Academy, which offered programs and activities to vulnerable minor children through educational and extracurricular programs, and by accepting the enrollment and participation of Plaintiff as a child and minor enrolled student and participant in its programs at its facilities, Defendant Best Academy owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from generally foreseeable dangers.

130. Plaintiff was under the care, custody, and control of Defendant Best Academy at the time of the sexual abuse by Wright. Defendant Best Academy were responsible for Plaintiff's safety and security. Defendant Best Academy was negligent in providing services to Plaintiff.

131. Defendant Best Academy knew or should have known that Wright was a danger to children before he sexually molested Plaintiff.

132. Defendant Best Academy negligently or recklessly believed that Wright was fit to work with children and/or that any previous problems he had were fixed and cured; that Wright would not sexually molest children, and that Wright would not injure children; and/or that Wright would not hurt children.

133. By holding Wright out as safe to work with children, and by undertaking the custody, supervision of, and/or care of Plaintiff, Defendant Best Academy entered into a fiduciary relationship with Plaintiff. As a result of Plaintiff being a minor, and by Defendant Best Academy

undertaking the care and guidance of Plaintiff, Defendant Best Academy held a position of empowerment over Plaintiff.

134. Further, Defendant Best Academy, 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 Plaintiff from effectively protecting herself and Defendant Best Academy thus entered into a fiduciary relationship with Plaintiff.

135. Defendant Best Academy owed a nondelegable duty to operate and provide services in compliance with all applicable federal, state and local laws, regulations and codes, and with accepted professional standards, duties and principles that apply to providing services at its facilities.

136. Defendant Best Academy breached its duties to Plaintiff. Defendant Best Academy's failures include but are not limited to failing to properly supervise Wright, failing to properly supervise Plaintiff, and failing to protect Plaintiff from a known danger.

137. As a direct result of Defendant Best Academy's negligent conduct, Plaintiff has suffered the injuries and damages described herein.

#### **COUNT IV: NEGLIGENT SUPERVISION AGAINST DEFENDANT BEST ACADEMY**

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

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

139. Wright gained authority over, and access to Plaintiff while acting on behalf of Best Academy in the performance of his duties and tasks lawfully assigned to him as part of his regular duties as a teacher and coach.

140. Wright accessed Plaintiff and sexually assaulted Plaintiff by virtue of his job-created authority as a teacher and coach. Wright used the duties and authority given him by virtue of his employment to access and isolate Plaintiff and repeatedly sexually assault Plaintiff.

141. Defendant Best Academy knew, had reason to know, or should have known of Wright's dangerous propensities and that he was a danger to minors before he sexually abused Plaintiff.

142. Wright's wrongful conduct was foreseeable by Defendant Best Academy because it was a well-known and foreseeable risk that employees, volunteers and/or youth workers in Defendant Best Academy's industry may engage in sexually inappropriate conduct with students and children in youth programs and activities, including students and participants in school activities and extracurricular activities at its facilities.

143. Defendant Best Academy failed to exercise ordinary care in supervising Wright in his duties and/or employment and failed to prevent the foreseeable misconduct of Wright from causing harm to others, including Plaintiff.

144. As a direct result of Defendant Best Academy's negligent conduct, Plaintiff has suffered the injuries and damages described herein.

**COUNT V: NEGLIGENCE AGAINST DEFENDANT BEST ACADEMY**

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

145. Defendant Best Academy, by and through its agents, servants and/or employees, became aware, or should have become aware, of problems indicating that Wright was an unfit



employee with dangerous and exploitive propensities, prior to Wright's sexual abuse of Plaintiff, yet Defendant Best Academy failed to take any appropriate action to remedy the problem and failed to investigate or remove Wright from his employment and/or from having access to and working with children.

146. As a direct result of Defendant Best Academy's negligent conduct, Plaintiff has suffered the injuries and damages described herein.

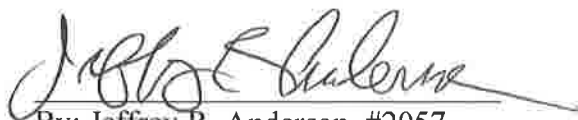
**PRAYER FOR RELIEF**

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

DEMAND IS HEREBY MADE FOR A TRIAL BY JURY.

Dated: March 11, 2025.

JEFF ANDERSON & ASSOCIATES, P.A.



By: Jeffrey R. Anderson, #2057

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**ACKNOWLEDGMENT**

The undersigned hereby acknowledges that sanctions, including costs, disbursements, and reasonable attorney fees may be awarded pursuant to Minn. Stat. § 549.211 to the party against whom the allegations in this pleading are asserted.

A handwritten signature in black ink, appearing to read "Jeff R. Cook", is written over a horizontal line. The signature is cursive and includes a large "R" as a middle initial.