

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Case Type: Personal Injury

John Doe 169,

Court File No.: _____

Plaintiff,

vs.

SUMMONS

Paul Alan Brandon, Emmanuel
Christian Center of the Assemblies of God, Inc., and
Minnesota District Council of the Assemblies of God,

Defendants.

THIS SUMMONS IS DIRECTED TO DEFENDANT PAUL ALAN BRANDON.

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: 5/25/11

JEFF ANDERSON & ASSOCIATES, P.A.



By: Jeffrey R. Anderson, #2057

Sarah G. Odegaard # 390760

Attorneys for Plaintiff

366 Jackson Street, Suite 100

St. Paul, MN 55101

(651) 227-9990

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Case Type: Personal Injury

John Doe 169,

Court File No.: _____

Plaintiff,

vs.

SUMMONS

Paul Alan Brandon, Emmanuel
Christian Center of the Assemblies of God, Inc., and
Minnesota District Council of the Assemblies of God,

Defendants.

THIS SUMMONS IS DIRECTED TO DEFENDANT EMMANUEL CHRISTIAN CENTER OF THE ASSEMBLIES OF GOD, INC.

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.

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Dated: 5/25/11

JEFF ANDERSON & ASSOCIATES, P.A.



By: Jeffrey R. Anderson, #20570
Sarah G. Odegaard # 390760
Attorneys for Plaintiff
366 Jackson Street, Suite 100
St. Paul, MN 55101
(651) 227-9990

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Case Type: Personal Injury

John Doe 169,

Court File No.: _____

Plaintiff,

vs.

SUMMONS

Paul Alan Brandon, Emmanuel
Christian Center of the Assemblies of God, Inc., and
Minnesota District Council of the Assemblies of God,

Defendants.

THIS SUMMONS IS DIRECTED TO DEFENDANT MINNESOTA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD.

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.

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Dated: 5/25/11

JEFF ANDERSON & ASSOCIATES, P.A.



By: Jeffrey R. Anderson, #2037
Sarah G. Odegaard # 390760
Attorneys for Plaintiff
366 Jackson Street, Suite 100
St. Paul, MN 55101
(651) 227-9990

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Case Type: Personal Injury

John Doe 169,

Court File No.: _____

Plaintiff,

vs.

COMPLAINT

Paul Alan Brandon, Emmanuel
Christian Center of the Assemblies of God, Inc., and
Minnesota District Council of the Assemblies of God,

Defendants.

Plaintiff, for his causes of action against Defendants, alleges that:

PARTIES

1. Plaintiff is a resident of the State of Minnesota and at all relevant times for this Complaint was a minor. The identity of Plaintiff has been disclosed under separate cover to Defendants.

2. At all times material, Defendant Emmanuel Christian Center of the Assemblies of God, Inc. (hereinafter "Emmanuel Christian Center") was and continues to be a non-profit religious corporation, authorized to conduct business and conducting business in the State of Minnesota, with its principal place of business at 7777 University Avenue NE, Spring Lake Park, MN 55432.

3. Defendant Minnesota District Council of the Assemblies of God (hereinafter "District Council") was and continues to be a non-profit religious corporation, authorized to conduct business and conducting business in the State of Minnesota, with its principal place of

business at 1315 Portland Avenue, Minneapolis, MN 55404-1454.

4. Defendant Paul Alan Brandon is an adult male resident of the State of Minnesota. At all times material, Paul Alan Brandon (hereinafter "Brandon"), was a Youth Pastor for Emmanuel Christian Center.

FACTS

5. At all times material, Plaintiff attended Emmanuel Christian Center and attended youth "cell" group meetings on Friday nights in the summer and fall months in 2005.

6. At all times material, Defendant Brandon was the Youth Pastor for the cell group of high school students that was devoted to Christian education.

7. At all times material until approximately 2007, Defendant Brandon was assigned to, employed by and/or working under the direction, supervision, and control of Emmanuel Christian Center and was concurrently under the supervision and control of Defendant District Council.

8. At all times material, Emmanuel Christian Center had authority over Defendant Brandon.

9. At all times material, District Council has a Credential Committee that screens all candidates seeking credentialing with Assemblies of God Fellowship to determine whether their ministry would be best served as lay ministry or if the candidate should be credentialed for full-time ministry. Further District Council exercises leadership and control over individual churches including Defendant Emmanuel Christian Center. Defendant District Council had, and continues to have, the power to grant and rescind a minister's credentials.

10. Upon information and belief, Defendant Brandon was a youth pastor credentialed by District Council.

11. Upon information and belief, Defendant Emmanuel Christian Center had a policy that allowed youth sleepovers at Defendant Brandon's home.

12. In the course of Plaintiff's participation at the Emmanuel Christian Center youth group, Plaintiff came to know, admire, trust, revere and respect Defendant Brandon as a person of great influence and persuasion, and as an authority figure. Defendant Brandon was at all time relevant, Plaintiff's minister, spiritual guide, advisor, counselor and trusted confidant.

13. In summer and fall of 2005, Defendant Brandon had unlawful, unwanted sexual contact with the minor Plaintiff. This abuse took place at Brandon's residence following a youth "cell" group meeting on a church sponsored sleepover. Plaintiff was transported to Defendant Brandon's home in the Defendant Emmanuel Christian Center's church van.

14. Defendant Brandon used his position as a youth pastor to coerce and manipulate Plaintiff into sexual contact with him.

15. Between 2003-2005, prior to the abuse of Plaintiff, another victim was sexually abused by Defendant Brandon during church sponsored sleepovers. Defendant Brandon was convicted of sexually abusing this victim.

16. Defendant Emmanuel Christian Center and Defendant District Council knew or had reason to know Defendant Brandon was a child abuser.

17. It is a well known hazard of any churches and also any youth groups that both organizations have youth leaders that will sexually abuse youth in the church and groups.

18. As a direct result of the sexual abuse and sexual exploitation perpetrated against Plaintiff by Defendant Brandon and Defendant Emmanuel Christian Center and Defendant District Council's conduct, Plaintiff has suffered and continues to suffer great pain of mind and body, shock, emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and

loss of enjoyment of life; was prevented and will continue to be prevented from performing his daily activities and obtaining the full enjoyment of life; and has incurred, will continue to incur, and/or will incur expenses for medical and psychological treatment, therapy and counseling.

COUNT I: SEXUAL BATTERY
(DEFENDANT BRANDON)

19. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this count and further alleges:

20. In and around summer and fall of 2005, Defendant Brandon repeatedly inflicted unpermitted, harmful, and offensive sexual contact upon the person of Plaintiff.

21. As a direct result of Defendant Brandon's wrongful conduct, Plaintiff has suffered the injuries alleged herein.

COUNT II: NEGLIGENT SUPERVISION
(EMMANUEL CHRISTIAN CENTER)

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

23. At all times material, Defendant Brandon was employed by Defendant Emmanuel Christian Center and was under Defendant Emmanuel Christian Center's direct supervision, employ and control when he committed the wrongful acts alleged herein. Defendant Brandon engaged in the wrongful conduct while acting in the course and scope of his employment with Defendant Emmanuel Christian Center and/or accomplished the sexual abuse by virtue of his job-created authority. Defendant Emmanuel Christian Center failed to exercise ordinary care in supervising Defendant Brandon in his youth pastor position at Defendant Emmanuel Christian Center and failed to prevent the foreseeable misconduct of Defendant Brandon from causing harm to others, including the Plaintiff herein.

24. As a direct result of Defendant Emmanuel Christian Center's negligent conduct, Plaintiff has suffered the injuries and damages described herein.

COUNT III: NEGLIGENT SUPERVISION
(DISTRICT COUNCIL)

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

26. At all times material, Defendant Brandon was employed by Defendant District Council and was under Defendant District Council's direct supervision, employ and control when he committed the wrongful acts alleged herein. Defendant Brandon engaged in the wrongful conduct while acting in the course and scope of his employment with Defendant District Council and/or accomplished the sexual abuse by virtue of his job-created authority. Defendant District Council failed to exercise ordinary care in supervising Defendant Brandon in his youth pastor position at Defendant District Council and failed to prevent the foreseeable misconduct of Defendant Brandon from causing harm to others, including the Plaintiff herein.

27. As a direct result of Defendant District Council's negligent conduct, Plaintiff has suffered the injuries and damages described herein

COUNT IV: NEGLIGENCE
(EMMANUEL CHRISTIAN CENTER)

28. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this count and further alleges:

29. By establishing and operating a facility and youth group, encouraging the membership and instruction of Plaintiff in this facility and youth group, allowing for sleepovers at private homes, and holding the church to be a safe environment for learning, worship, spiritual growth, and youth participation, Defendant Emmanuel Christian Center entered into an express

and/or implied duty to provide a reasonably safe learning and spiritual environment. Defendant Emmanuel Christian Center further assumed this duty by holding Defendant Brandon out to the public, including Plaintiff, as a competent and trustworthy spiritual teacher and counselor of high morals. Defendant Emmanuel Christian Center breached this duty by exposing Plaintiff to Defendant Brandon, an unfit agent with dangerous and exploitive propensities.

30. Defendant Emmanuel Christian Center also breached its duties to Plaintiff by having a policy that allowed for youth to have overnight stays at the private residence of the youth pastor.

31. As a direct result of Defendant Emmanuel Christian Center negligent conduct, Plaintiff has suffered the injuries and damages described herein.

COUNT V: NEGLIGENCE
(DISTRICT COUNCIL)

32. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this count and further alleges:

33. By establishing and operating a facility and youth group, encouraging the membership and instruction of Plaintiff in this facility and youth group, allowing for sleepovers at private homes, and holding the church to be a safe environment for learning, worship, spiritual growth, and youth participation, Defendant District Council entered into an express and/or implied duty to provide a reasonably safe learning and spiritual environment. Defendant District Council further assumed this duty by holding Defendant Brandon out to the public, including Plaintiff, as a competent and trustworthy spiritual teacher and counselor of high morals. Defendant District Council breached this duty by exposing Plaintiff to Defendant Brandon, an unfit agent with dangerous and exploitive propensities.

34. Defendant District Council also breached its duties to Plaintiff by having a policy that allowed for youth to have overnight stays at the private residence of the youth pastor.

35. As a direct result of Defendant District Council negligent conduct, Plaintiff has suffered the injuries and damages described herein.

COUNT VI: VICARIOUS LIABILITY
(EMMANUEL CHRISTIAN CENTER)

36. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this count and further alleges:

37. At all times material, Defendant Brandon was employed by Defendant Emmanuel Christian Center as a youth pastor at the Defendant Emmanuel Christian Center. Defendant Brandon was under Defendant Emmanuel Christian Center direct supervision, employ and control when he committed the wrongful acts alleged herein. Defendant Brandon engaged in this conduct while acting in the course and scope of his employment with Defendant Emmanuel Christian Center and/or accomplished the sexual exploitation by virtue of his job-created authority. Therefore, Defendant Emmanuel Christian Center is liable for the wrongful conduct of Defendant Brandon under the law of vicarious liability, including the doctrine of Respondeat Superior.

COUNT VII: VICARIOUS LIABILITY
(DISTRICT COUNCIL)

38. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this count and further alleges:

39. At all times material, Defendant Brandon was employed by Defendant District Council as a youth pastor at the Defendant Emmanuel Christian Center. Defendant Brandon was under Defendant District Council direct supervision, employ and control when he committed the

wrongful acts alleged herein. Defendant Brandon engaged in this conduct while acting in the course and scope of his employment with Defendant District Council and/or accomplished the sexual exploitation by virtue of his job-created authority. Therefore, Defendant District Council is liable for the wrongful conduct of Defendant Brandon under the law of vicarious liability, including the doctrine of Respondeat Superior.

WHEREFORE, 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.

Dated: 5/25/11

JEFF ANDERSON & ASSOCIATES, P.A.



By: Jeffrey R. Anderson, #2057
Sarah G. Odegaard # 390760
Attorneys for Plaintiff
366 Jackson Street, Suite 100
St. Paul, MN 55101
(651) 227-9990

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.

