

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

Case Type: Personal Injury

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Erin Nanasi,

Court File No.:

Plaintiff,

v.

**COMPLAINT**

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

Defendant.

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Plaintiff, for her causes of action against Defendant, alleges that:

**PARTIES**

1. Plaintiff Erin Nanasi is an adult female resident of the State of Minnesota.
2. 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 in Minneapolis, Minnesota. In approximately 1972 or 1973, Children's Theatre became a division of the Minneapolis Society of Fine Arts, which governed the Children's Theatre. In 1975, 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, including its school programs. The educational programs Children's Theatre has offered and continues to offer include, but are not limited to, its Theatre School, including the Conservatory School, and its Summer Institute. Children's Theatre, through its Board, has had and continues to have the authority to appoint, hire, supervise, monitor, and fire each person working with children in any program, activity, training, class, educational program, and school program offered by Children's Theatre.

### **FACTS**

3. Upon information and belief, in approximately 1965, John Clark Donahue (hereinafter "Donahue") established Children's Theatre as a department within the Minneapolis Institute of Art, which operated under the umbrella organization the Minneapolis Society of Fine Arts. Donahue was hired as Children's Theatre's artistic director.

4. 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. Donahue continued to be employed as the artistic director of Children's Theatre.

5. From 1975 to 1986, Children's Theatre operated a theatre school, which in various forms offered educational opportunities, programs, trainings, and courses in the theatre arts to students. Beginning in 1975, students attended classes at their school in the morning and then attended afternoon educational programming and classes at Children's Theatre's school.

6. In September 1981, Children's Theatre opened Children's Theatre Conservatory School. Students enrolled in the school attended all classes at the school including academic and arts related classes and participated in Children's Theatre's theatrical productions.

7. On October 18, 1982, agents from the Bureau of Criminal Apprehension informed a Children's Theatre Board member that they were investigating Donahue.

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

9. From 1981 to 1982, Stephen Glenn Adamczak (hereinafter "Adamczak") was employed by Children's Theater as a Sound Technician and/or Sound Designer and Instructor.

10. In the summer of 1981, when she was 15 years old, Plaintiff Erin Nanasi enrolled as student and participated in Children's Theatre's summer institute program. In the fall of 1981, Plaintiff enrolled as a student at Children' Theatre school. She was 15 years old and in the 10th grade.

11. In approximately 1981 to 1982, Adamczak sexually abused Plaintiff Erin Nanasi.

12. In November 1983, Adamczak sexually abused Jeanette Simmonds, who was a 14-year-old student at Children's Theatre school. Jeanette Simmonds is a plaintiff in a separate lawsuit currently pending against Defendant Children's Theatre.

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

14. In approximately the spring and summer of 1984, agents from the Bureau of Criminal Apprehension interviewed Plaintiff concerning sexual abuse of minors by adults at Children's Theater. Plaintiff informed them that Adamczak had sex with two minor students at Children's Theater.

15. In approximately the spring and summer of 1984, agents from the Bureau of Criminal Apprehension interviewed Jeanette Simmonds concerning sexual abuse of minors by

adults at Children's Theater. Jeanette Simmonds informed them that Stephen Adamczak had sexually abused her.

16. Sometime in 1984, Plaintiff testified before a Grand Jury concerning Adamczak's sexual abuse of two minor students at Children's Theatre.

17. In August 1984, Jeanette Simmonds testified before a Grand Jury concerning Adamczak's sexual abuse of her. Before she testified at Adamczak's criminal trial Jeanette Simmonds felt pressured to deny the abuse when giving her testimony.

18. In January 1985, Jeanette Simmonds testified at Adamczak's criminal trial for his sexual abuse of her and another minor Children's Theatre student. At the trial, Jeanette Simmonds denied the abuse.

19. Stephen Adamczak was acquitted.

20. In approximately 1981 to 1982, when Adamczak sexually abused Plaintiff Erin Nanasi, Adamczak was employed by Children's Theatre as a Sound Technician and/or Sound Designer and Instructor. In 1981 to 1982, Plaintiff was a student enrolled in the technical theatre program at Children's Theatre, in which Adamczak was an Instructor.

21. Upon information and belief, there are additional minors who Adamczak sexually abused when he was an employee or agent at Children's Theatre.

22. Prior to the sexual abuse of Plaintiff Erin Nanasi in approximately 1981 to 1982, Defendant Children's Theatre and the Board should have learned that Adamczak was not fit to work with children.

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

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

25. Children's Theatre should have known that Adamczak was a danger to children before Adamczak sexually abused Plaintiff.

26. Children's Theatre negligently or recklessly believed that Adamczak was fit to work with children; that Adamczak would not sexually abuse children; that Adamczak would not injure children; and/or that Adamczak would not hurt children.

27. As an employee at Children's Theatre, Adamczak had unlimited access to children. Children, including Plaintiff, and their families were not told what Children's Theatre and the Board should have known – that Adamczak was a danger to children.

28. Plaintiff Erin Nanasi came to know Adamczak when she was a student at Children's Theatre.

29. In approximately 1981 to 1982, when Plaintiff Erin Nanasi was approximately 15 years old and a student at Children's Theatre, Adamczak inflicted harmful, offensive and unpermitted sexual contact upon Plaintiff.

30. At all times material, Adamczak's employment duties included but were not limited to sound production for Children's Theatre productions and instructing students at Children's Theatre. While she was a student in the Children's Theatre's custody, Plaintiff Erin Nanasi participated as a student in the technical theatre program at Children's Theatre, in which Adamczak was an Instructor. Adamczak was also employed at Children's Theatre as a Sound Technician and/or Sound Designer. Adamczak, therefore, was in a position of power and authority over Plaintiff Erin Nanasi.

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

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

33. 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. This empowerment prevented the then minor Plaintiff from effectively protecting herself and Children's Theatre thus entered into a fiduciary relationship with Plaintiff.

34. Children's Theatre had a special relationship with Plaintiff.

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

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

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

38. 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.

39. 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.

40. Children's Theatre also breached its duty to Plaintiff by failing to warn Plaintiff and her family of the risk that Adamczak posed and the risk of child sexual abuse by educators, teachers, and instructors 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.

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

42. 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.

43. 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.

44. 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.

45. Children's Theatre should have known that it had agents and 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.

46. Children's Theatre held its leaders, actors, teachers, instructors, employees, and agents out as people of great talent, high morals, as possessing immense power and influence, taught children and students to respect and revere these leaders, teachers, instructors, employees,

and agents, solicited youth to its educational programs and school at Children's Theatre, marketed to youth, recruited youth, and held out the people that worked at Children's Theatre as being safe to work with children.

47. As a direct result of the conduct of Defendant Children's Theatre described herein, Plaintiff 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 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: NEGLIENT HIRING**

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

49. Defendant Children's Theatre owed Plaintiff a duty of reasonable care in hiring its agents and employees, including Sound Technicians and/or Sound Designers and Instructors.

50. Defendant Children's Theatre further assumed this duty by holding Adamczak out to the public, including Plaintiff, as a competent and trustworthy agent, employee, Sound Technician and/or Sound Designer, and Instructor.

51. Defendant Children's Theatre, by and through its employees and agents, should have known of Adamczak's dangerous and exploitive propensities, which could have been discovered by reasonable investigation by Children's Theatre prior to hiring Adamczak as a Sound Technician and/or Sound Designer, and Instructor and agent and employee of Children's Theatre.

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.

52. Defendant Children's Theatre breached its duty to Plaintiff by failing to exercise reasonable care in hiring its employees and agents, including Adamczak.

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

### **COUNT II: NEGLIGENT SUPERVISION**

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

55. Defendant Children's Theatre owed Plaintiff a duty of reasonable care.

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

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

58. Adamczak 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.

59. Adamczak'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.

60. Defendant failed to exercise ordinary care in supervising Adamczak in his employment and failed to prevent the foreseeable misconduct of Adamczak from causing harm to others, including Plaintiff.

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

### **COUNT III: NEGLIGENT RETENTION**

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

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

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

### **COUNT IV: NEGLIGENCE**

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

66. Defendant Children's Theatre owed Plaintiff a duty of reasonable care.
67. Defendant Children's Theatre owed Plaintiff a duty of care because it had a special relationship with Plaintiff.
68. Defendant Children's Theatre owed Plaintiff a duty to warn and protect her from harm because it had a special relationship with Adamczak.
69. Defendant Children's Theatre owed Plaintiff a duty to protect her from harm because Defendant Children Theatre's active misfeasance created a foreseeable risk of harm.
70. Defendant Children Theatre owed Plaintiff a duty to protect her from harm because it invited her onto its property and Adamczak posed a dangerous condition on Children's Theatre's property.
71. By establishing and operating Children's Theatre, accepting the enrollment and participation of minor Plaintiff at the Children's Theatre's school, holding Children's Theatre out to be a safe environment for Plaintiff to study and learn, accepting custody of minor Plaintiff *in loco parentis*, and by establishing a fiduciary relationship with Plaintiff, Children's Theatre entered into an express and/or implied duty to properly supervise Plaintiff and provide a reasonably safe learning environment.
72. 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 as a student in its school, Defendant Children's Theatre owed Plaintiff a duty to properly supervise Plaintiff from general dangers.
73. Defendant Children's Theatre breached its duties to Plaintiff. Its failures include but are not limited to failing to properly supervise Adamczak and failing to protect Plaintiff from a known danger at Children's Theatre.

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

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

**PRAYER FOR RELIEF**

76. Plaintiff demands judgment against Defendants Children's Theatre 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**

Plaintiff demands a jury trial on all issues so triable.

Dated: 3-18-16

JEFF ANDERSON & ASSOCIATES, P.A.



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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.

