

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Personal Injury

Minor Doe 601, a minor, by and through his
mother and natural guardian, Mother Doe 601,

Court File No.:

Plaintiff,

SUMMONS

vs.

Best Academy a/k/a and d/b/a Harvest Best
Academy; Mastery School, Inc. a/k/a and d/b/a
The Mastery School; and Aaron James Hjermstad,

Defendants.

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.

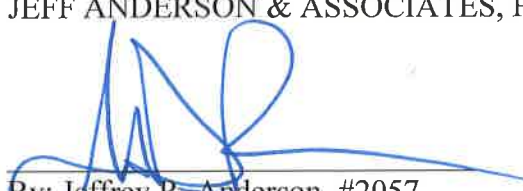
If you do not Answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. 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: 6/29/30

JEFF ANDERSON & ASSOCIATES, P.A.



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STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Case Type: Personal Injury

Minor Doe 601, a minor, by and through his
mother and natural guardian, Mother Doe 601,

Court File No.:

Plaintiff,

COMPLAINT

vs.

Best Academy a/k/a and d/b/a Harvest Best
Academy; Mastery School, Inc. a/k/a and d/b/a
The Mastery School; and Aaron James Hjermstad,

Defendants.

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

PARTIES

1. At all times material, Plaintiff Minor Doe 601 ("Minor Doe 601") and his mother and natural guardian, Mother Doe 601, were residents of Hennepin County, State of Minnesota. Minor Doe 601 is a minor child and a victim of sexual assault and sexual abuse. In the interest of privacy, Minor Doe 601'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 ("Defendant 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 President of Defendant Best Academy. In 2008, Defendant Best Academy established a kindergarten through 8th grade charter school, The Best Academy, in accordance the laws of the State of Minnesota. The Best Academy was established as a part of the Harvest Network of

Schools, Inc., which included The Best Academy, Harvest Preparatory School, and The Mastery School, all of which served communities in north Minneapolis, and all of which were operated by Eric Mahmoud. Upon information and belief, in 2018 Harvest Preparatory School merged with Best Academy to form Harvest Best Academy. Defendant Best Academy owns, operates and controls Harvest Best Academy.

3. At all times material; Defendant Mastery School, Inc. a/k/a and d/b/a The Mastery School (“Defendant Mastery School”) was and continues to be a nonprofit corporation authorized to conduct business and conducting business in the State of Minnesota and maintaining a registered office at 1301 7th Avenue North, Minneapolis, Hennepin County, Minnesota. Eric Mahmoud is President of Defendant Mastery School. Defendant Mastery School operates a kindergarten through 6th grade charter school, in accordance the laws of the State of Minnesota. Defendant Mastery School was established in 2012 as a part of the Harvest Network of Schools, Inc., which included The Best Academy, Harvest Preparatory School, and The Mastery School, all of which served communities in north Minneapolis, and all of which were operated by Eric Mahmoud. Defendant Mastery School owns, operates and controls The Mastery School.

4. Defendant Aaron James Hjermsstad (“Hjermsstad”) is an adult male resident of Hennepin County, in the State of Minnesota. At all times material, Aaron James Hjermsstad (“Hjermsstad”) was employed by Defendant Best Academy as a youth basketball coach and Defendant Mastery School as a physical education teacher. At all times material, Hjermsstad remained under the direct supervision, employ and control of Defendants Best Academy and Mastery School.

FACTS

5. At all times material, Defendant Best Academy and Defendant Mastery School were members of the Harvest Network of Schools (“Harvest Network”), a group of charter schools serving predominantly low-income African American families in Minneapolis, Minnesota. Harvest Network, Defendant Best Academy, and Defendant Mastery School were founded and operated by founder and CEO, Eric Mahmoud. In approximately 2018, Harvest Network was dissolved, but Defendants Best Academy and Mastery School continued operations continuously and without interruption.

6. At all times material, Defendant Hjermsstad was employed by Defendant Best Academy as a youth basketball coach, and by Defendant Mastery School as a physical education teacher. Defendants Best Academy and Mastery School placed Hjermsstad in positions where he had access to and worked with minor children as an integral part of his work.

7. At all times material, Minor Doe 601 was a minor student at Defendant Best Academy, and a member of Defendant Best Academy’s youth basketball team, which was coached by Defendant Hjermsstad.

8. Minor Doe 601 and his family came into contact with Hjermsstad through his positions at Defendants Best Academy and Mastery School, and as an agent and representative of Defendants.

9. Minor Doe 601 participated in youth activities and educational activities at Defendants Best Academy and Mastery School. During and through these activities, Minor Doe 601, as a minor and vulnerable child, was dependent on Defendants Best Academy, Mastery School, and Hjermsstad. Defendants had custody of Minor Doe 601 and accepted the entrustment of Minor Doe 601.

10. In addition to attending Defendant Best Academy as a student, Minor Doe 601 was a member of Defendant Best Academy's Basketball team, which operated out of Defendant Best Academy's and Defendant Mastery School's facilities. Defendants Best Academy and Mastery School assumed supervision and control of its youth basketball teams, and had a duty to use reasonable care to supervise these extracurricular programs, including supervision of their coaches and minor players.

11. From approximately 2016 to 2018, when Minor Doe 601 was approximately 10 or 11 years old and in the care, custody, and control of Defendants Best Academy, Mastery School, and Hjermsstad, Hjermsstad engaged in unpermitted sexual contact with Minor Doe 601.

12. Hjermsstad was employed by, and working for, Defendants Best Academy and Mastery School when he engaged in the unpermitted sexual contact with Minor Doe 601.

13. Prior to the sexual abuse of Minor Doe 601, Defendants Best Academy and/or Mastery School learned, or should have learned that Hjermsstad was not fit to work with children.

14. Defendants Best Academy and/or Mastery School knew or should have known that Hjermsstad was a danger to children before he sexually abused Minor Doe 601.

15. At all times material, Minor Doe 601, as a minor and vulnerable child, was dependent on and relied on Defendants Best Academy, Mastery School and Hjermsstad. Defendants had custody of Minor Doe 601 and accepted the entrustment of Minor Doe 601. Defendants had responsibility for Minor Doe 601 and authority over Minor Doe 601.

16. By accepting custody of Minor Doe 601, Defendants Best Academy, Mastery School, and Hjermsstad established an *in loco parentis* relationship with Minor Doe 601 and in so doing, owed Minor Doe 601 a duty to protect Minor Doe 601 from injury.

17. Further, Defendants Best Academy and Mastery School, by holding themselves out as being able to provide a safe environment for vulnerable children, solicited and/or accepted this position of empowerment. This empowerment prevented Minor Doe 601 from effectively protecting himself and Defendants thus entered into a fiduciary relationship with Minor Doe 601.

18. Defendants Best Academy, Mastery School and/or Hjermstad had a special relationship with Minor Doe 601.

19. At all times material, Defendants Best Academy and/or Mastery School employed, had responsibility for, and/or had control over Hjermstad, including the ability to control and supervise his conduct and access to minor children, including Minor Doe 601.

20. Defendants Best Academy and/or Mastery School had a special relationship with Hjermstad.

21. Defendants Best Academy and Mastery School owed Minor Doe 601 a duty of reasonable care because they had superior knowledge about the risk that Hjermstad posed, the risk of abuse and sexual assault in general in their programs, and/or the risks that their facilities posed to minor children.

22. Defendants Best Academy and/or Mastery School owed Minor Doe 601 a duty of reasonable care because they solicited youth and parents for participation in their programs; encouraged vulnerable youth and parents to have vulnerable youth participate in their programs; undertook custody of minor children, including Minor Doe 601; promoted their facilities and programs as being safe for children; and held their agents out as well-trained and safe to work with and supervise children at its facilities and/or participate in its programs.

23. Defendants Best Academy and/or Mastery School owed a duty to Minor Doe 601 to protect him from generally foreseeable harm because Defendants' actions created a foreseeable

risk of harm to Minor Doe 601. As a vulnerable child participating in the programs and activities that Defendants Best Academy and Mastery School offered to minors at Defendants' facilities, Minor Doe 601 was a foreseeable victim. As a vulnerable child who Hjermstad had access to through Defendants Best Academy's and/or Mastery School's facilities and programs, Minor Doe 601 was a foreseeable victim.

24. As a child under the custody and care of Defendants Best Academy, Mastery School and/or Hjermstad, Minor Doe 601 was a foreseeable victim.

25. Defendants Best Academy and/or Mastery School knew or should have known that their facilities were not safe.

26. Defendants Best Academy and/or Mastery School knew or should have known that they did not have sufficient information about whether or not their facilities were safe.

27. Defendants Best Academy and/or Mastery School knew or should have known that there was a risk of child sex abuse and sexual assault for children participating in their programs.

28. Defendants Best Academy and/or Mastery School knew or should have known that they did not have sufficient information about whether or not there was a risk of child sexual abuse or sexual assault for children participating in their programs.

29. Defendants Best Academy and/or Mastery School knew or should have known that Defendants Best Academy and/or Mastery School had employees and/or agents who had sexually assaulted children. Defendants Best Academy and/or Mastery School knew or should have known that there was a specific danger of child sexual abuse and sexual assault for children residing at their facilities, including those under their care at Defendants Best Academy and/or Mastery School.

30. Defendants Best Academy and/or Mastery School breached their duties to Minor Doe 601 and Mother Doe 601. Defendants Best Academy's and Mastery School's breach of their 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 the policies and 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 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 their employees, failure to have any outside agency test their safety procedures, failure to protect the children in their 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 Minor Doe 601 and other minors had initially been assaulted by Hjermsstad and then failing to prevent further assaults from Hjermsstad on Minor Doe 601, and failure to train their employees properly to identify signs of child molestation and sexual assault by employees and/or agents in their programs.

31. Defendants Best Academy and/or Mastery School failed to use ordinary care in determining whether their facilities, including Best Academy and The Mastery School, were safe and/or in determining whether they had sufficient information to represent their facilities as safe. Defendants Best Academy's and/or Mastery School's failures include, but are not limited to: failure to have sufficient policies and procedures to prevent abuse at their facilities, failure to investigate risks at their facilities, failure to properly train workers at their facilities, failure to have any outside agency test their safety procedures, failure to investigate the amount and type of

information necessary to represent their facilities as safe, and failure to train their employees properly to identify signs of sexual assault in their programs.

32. Defendants Best Academy and/or Mastery School also breached their duties to Minor Doe 601 by failing to warn him and his family of the risks of sexual assault at facilities like Defendants Best Academy and Mastery School. Defendants also failed to warn them about any of the knowledge that Defendants Best Academy and/or Mastery School had about child sex abuse and sexual assault.

33. As a direct result of Defendants' conduct described herein, Minor Doe 601 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. Minor Doe 601 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 HJERMSTAD

Minor Doe 601 incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

34. From approximately 2016 to 2018, Defendant Hjermstad inflicted unpermitted, harmful, and offensive sexual contact upon the person of Minor Doe 601.

35. As a direct result of Defendant Hjermstad's wrongful conduct, Minor Doe 601 has suffered the injuries and damages described herein.

**COUNT II: NEGLIGENCE AGAINST DEFENDANTS BEST ACADEMY
AND MASTERY SCHOOL**

Minor Doe 601 incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

36. Defendants Best Academy and/or Mastery School owed Minor Doe 601 a duty of reasonable care.

37. Defendants Best Academy and/or Mastery School owed Minor Doe 601 a duty of care because they had a special relationship with Minor Doe 601.

38. Defendants Best Academy and/or Mastery School owed Minor Doe 601 a duty to warn and protect him from harm because they had a special relationship with Hjermsstad.

39. Defendants Best Academy and/or Mastery School owed Minor Doe 601 a duty to protect him from harm because Defendants Best Academy's and/or Mastery School's active misfeasance created a foreseeable risk of harm.

40. Defendants Best Academy and/or Mastery School owed Minor Doe 601 a duty to protect him from harm because Defendants Best Academy and/or Mastery School invited him onto their property, and Hjermsstad posed a dangerous condition on their property.

41. Defendants Best Academy and/or Mastery School owed Minor Doe 601 a duty of care because the sexual abuse he suffered was foreseeable.

42. By establishing and operating The Best Academy and The Mastery School, accepting the enrollment, attendance, residence, and participation of Minor Doe 601 in their programs, holding The Best Academy and The Mastery School out to be a safe environment for Minor Doe 601 to participate in educational and youth activities at, accepting custody of Minor Doe 601 *in loco parentis*, and by establishing a fiduciary relationship with Minor Doe 601, Defendants Best Academy and/or Mastery School entered into an express and/or implied duty to

properly supervise Minor Doe 601 and provide a reasonably safe environment.

43. By establishing and operating The Best Academy and The Mastery School, which offered programs and activities to vulnerable minor children through educational and extracurricular programs, and by accepting the enrollment and participation of Minor Doe 601 as a child participant in their programs at their facilities, Defendants Best Academy and/or Mastery School owed Minor Doe 601 a duty to properly supervise Minor Doe 601 to prevent harm from generally foreseeable dangers.

44. Minor Doe 601 was under the care, custody, and control of Defendants Best Academy and/or Mastery School at the time of the sexual abuse by Hjermsstad. Defendants Best Academy and/or Mastery School were responsible for Minor Doe 601's safety and security. Defendants Best Academy and/or Mastery School were negligent in providing services to Minor Doe 601.

45. Defendants Best Academy and/or Mastery School knew or should have known that Hjermsstad was a danger to children before he sexually molested Minor Doe 601.

46. Defendants Best Academy and/or Mastery School negligently or recklessly believed that Hjermsstad was fit to work with children and/or that any previous problems he had were fixed and cured; that Hjermsstad would not sexually molest children and that Hjermsstad would not injure children; and/or that Hjermsstad would not hurt children.

47. By holding Hjermsstad out as safe to work with children, and by undertaking the custody, supervision of, and/or care of the Minor Doe 601, Defendants Best Academy and/or Mastery School entered into a fiduciary relationship with Minor Doe 601. As a result of Minor Doe 601 being a minor, and by Defendants Best Academy and/or Mastery School undertaking the

care and guidance of Minor Doe 601, Defendants Best Academy and/or Mastery School held a position of empowerment over Minor Doe 601.

48. Further, Defendants Best Academy and/or Mastery School, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. This empowerment prevented the Minor Doe 601 from effectively protecting himself and Defendants Best Academy and/or Mastery School thus entered into a fiduciary relationship with him.

49. Defendants Best Academy and/or Mastery School 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 their facilities.

50. Defendants Best Academy and/or Mastery School breached their duties to Minor Doe 601. Defendants' failures include but are not limited to failing to properly supervise Hjermsstad, failing to properly supervise Minor Doe 601, and failing to protect Minor Doe 601 from a known danger.

51. As a direct result of Defendants Best Academy's and/or Mastery School's negligent conduct, Minor Doe 601 has suffered the injuries and damages described herein.

**COUNT III: NEGLIGENCE SUPERVISION AGAINST DEFENDANT BEST ACADEMY
AND DEFENDANT MASTERY SCHOOL**

Minor Doe 601 incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

52. At all times material, Hjermsstad was employed by Defendants Best Academy and/or Mastery School and/or was under Defendants Best Academy's and/or Mastery School's direct supervision, employ and control when he committed the wrongful acts alleged herein.

Hjermstad engaged in the wrongful conduct while acting in the course and scope of his employment with Defendants Best Academy and/or Mastery School, and/or accomplished the sexual abuse by virtue of his job-created authority.

53. Defendants Best Academy and/or Mastery School knew, had reason to know, or should have known of Hjermstad's dangerous propensities and that he was a danger to minors before he sexually abused Minor Doe 601.

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

55. Defendants Best Academy and/or Mastery School failed to exercise ordinary care in supervising Hjermstad in his duties and/or employment at Defendants Best Academy and/or Mastery School, and failed to prevent the foreseeable misconduct of Hjermstad from causing harm to others, including Minor Doe 601.

56. As a direct result of Defendants Best Academy's and/or Mastery School's negligent conduct, Minor Doe 601 has suffered the injuries and damages described herein.

**COUNT IV: NEGLIGENT RETENTION AGAINST DEFENDANT BEST ACADEMY
AND MASTERY SCHOOL**

Minor Doe 601 incorporates all consistent paragraphs of this Complaint as if fully set forth under this count and further alleges the following:

57. Defendants Best Academy and/or Mastery School, by and through their agents, servants and/or employees, became aware, or should have become aware, of problems indicating that Hjermstad was an unfit employee with dangerous and exploitive propensities, prior to

Hjermstad's sexual abuse of Minor Doe 601, yet Defendants Best Academy and/or Mastery School failed to take any appropriate action to remedy the problem and failed to investigate or remove Hjermstad from his employment and/or from having access to and working with children.

58. As a direct result of Defendants Best Academy's and/or Mastery School's negligent conduct, Minor Doe 601 has suffered the injuries and damages described herein.

**COUNT V: NEGLIGENT HIRING AGAINST DEFENDANT BEST ACADEMY
AND MASTERY SCHOOL**

Minor Doe 601 incorporates all consistent paragraphs of this Complaint as if fully set forth under this count and further alleges the following:

59. Defendants Best Academy and/or Mastery School owed Minor Doe 601 a duty of reasonable care in hiring their agents and employees.

60. Defendants Best Academy and/or Mastery School further assumed this duty by holding Hjermstad out to residents and their families as a competent and trustworthy supervisor, coach, mentor and agent.

61. Defendants Best Academy and/or Mastery School knew or should have known of Hjermstad's unfitness for his positions at Defendants Best Academy and/or Mastery School, which could have been discovered by reasonable investigation by Defendants Best Academy and/or Mastery School prior to hiring him. Defendants Best Academy and/or Mastery School further knew the risk of child sexual abuse in residential facilities for minors in their industry, including that it was a well-known and foreseeable risk that employees, agents and volunteers may engage in sexually inappropriate contact with minor residents. Defendants Best Academy and/or Mastery School therefore had a duty to hire employees and volunteers who were fit for carrying out Defendants Best Academy's and/or Mastery School's duty to protect minors from such harm.

62. Defendants Best Academy and/or Mastery School breached their duties to Minor Doe 601 by failing to exercise reasonable care in hiring its employees, including Hjermstad.

63. As a direct result of Defendants Best Academy's and/or Mastery School's negligent conduct, Minor Doe 601 has suffered the injuries and damages described herein.

**COUNT VI: VICARIOUS LIABILITY/RESPONDEAT SUPERIOR AGAINST
DEFENDANTS BEST ACADEMY AND MASTERY SCHOOL**

Minor Doe 601 incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

64. The wrongful acts of Defendants Best Academy's and/or Mastery School's managers, supervisors, employees, servants and/or agents, and specifically those of their employee, Hjermstad, were committed incidental to the employment of this person and would not have occurred but for the employment of said person.

65. The wrongful acts of Defendants Best Academy's and/or Mastery School's managers, supervisors, employees, servants and/or agents, and specifically those of their employee, Hjermstad, were committed within work-related limits of time and place of employment of Defendants Best Academy and/or Mastery School.

66. The wrongful acts of their managers, supervisors, employees, servants and/or agents, specifically the wrongful acts of its employee and agent Hjermstad, are a known hazard within these facilities and/or industry, and are a foreseeable risk of doing business within said facilities and/or industry.

67. Defendants Best Academy and/or Mastery School are liable for the negligent and wrongful acts of its managers, supervisors, employees, servants and/or agents and are vicariously liable for the injuries suffered by Minor Doe 601.

68. Defendants Best Academy and/or Mastery School are responsible for the actions of Hjermsstad and their other employees, under the theory of respondeat superior.

69. As a direct result of the negligent and wrongful conduct of Defendants Best Academy's and/or Mastery School's managers, employees and agents, including but not limited to Hjermsstad, Minor Doe 601 has suffered the injuries and damages described herein.

PRAYER FOR RELIEF

Minor Doe 601 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: June 29, 2020.

JEFF ANDERSON & ASSOCIATES, P.A.



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Attorneys for Plaintiff Minor Doe 601

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 blue ink, consisting of stylized, overlapping loops and strokes, is written over a thin horizontal line.