

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

Jon Landstrom

Plaintiff,

Case Type: Personal Injury

Court File No.:

v.

SUMMONS

Amateur Athletic Union of the United States, Inc.,
David L. Luedtke, David J. Beardsley,

Defendant.

THIS SUMMONS IS DIRECTED TO Defendant Amateur Athletic Union (AAU), 901 Marquette Avenue, #1675, Minneapolis, MN 55402-3275

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 WITHING 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 the summons at:

NOAKER LAW FIRM, LLC
Patrick W. Noaker, #274951
Union Plaza
333 Washington Avenue N., Suite 329
Minneapolis, Minnesota 55401
(612) 839-1080
Patrick@noakerlaw.com

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: May 4, 2016

NOAKER LAW FIRM LLC



By: Patrick W. Noaker, #274951
Attorney for Plaintiff
Union Plaza
333 Washington Avenue N., Suite 329
Minneapolis, MN 55401
(612) 839-1080
Patrick@noakerlaw.com

STATE OF MINNESOTA
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COMPLAINT

Amateur Athletic Union of the United States, Inc.,
David L. Luedtke, David J. Beardsley,

Defendant.

Plaintiff, for his Complaint and his causes of action against Defendants, alleges as follows:

PARTIES

1. Plaintiff Jon Landstrom is an adult resident of the State of Minnesota. At all times relevant to the tortious conduct alleged in this Complaint, Plaintiff was an unemancipated minor who was a member of the Roseville Stingrays Swimming Club and the AAU.

2. Defendant Amateur Athletic Union of the United States Inc. ("AAU") is a New York non-profit corporation with its registered office address at 901 Marquette Avenue, #1675, Minneapolis, Minnesota 55402-3275, and its principal place of business at 1910 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830.

3. Defendant David L. Luedtke is a resident of the State of Minnesota with his home address being 1852 122nd Lane NE, Blaine, MN 55449.

4. Defendant David J. Beardsley is an adult resident of the State of Minnesota with his home address being 753 7th Street East, St. Paul, Minnesota 55106.

5. Each Defendant is the agent, servant and/or employee of the other Defendants, and each Defendant was acting within the course and scope of his, her, or its authority as an agent, servant and/or employee of the other Defendants. Defendants, and each of them, are individuals, corporations, partnerships and other entities which engaged in, joined in and conspired with the other wrongdoers in carrying out the tortious and unlawful activities described in this Complaint, and Defendants, each of them, ratified the acts of the other Defendants as described in this Complaint.

BACKGROUND FACTS

6. The AAU is a multi-sport organization dedicated to the promotion and development of amateur sports and physical fitness programs.

7. The AAU sponsors and sanctions athletic events.

8. AAU is comprised of members. Membership in the AAU is a privilege and not a right. AAU has sole discretion in determining whether to accept or reject a club or individual as a member.

9. Each club and individual must apply for membership in the AAU each year.

10. There are three categories of AAU members. A District Member is an organization chartered by the AAU Congress to provide administrative services within a designated geographic area. A Club Member is an organization or group that has been approved for membership. An Individual Member is a person who has been approved for membership by the AAU. Individual Members are divided into Youth Athlete, Adult Athlete and Non-Athlete.

11. At all times relevant to the tortious conduct alleged in this Complaint, Plaintiff was a Youth Athlete Individual Member of the AAU.

12. Upon Information and belief, at all times relevant to the tortious conduct alleged in this Complaint, the Roseville Stingrays swimming team was a Club Member of the AAU.

13. Upon Information and belief, at all times relevant to the tortious conduct alleged in this Complaint, as a coach, Dave Luedtke was a Non-Athlete Individual Member of the AAU.

14. Upon Information and belief, at all times relevant to the tortious conduct alleged in this Complaint, as a coach, David Beardsley was a Non-Athlete Individual Member of the AAU

15. The AAU Congress has the responsibility to impose and enforce penalties for violation of the AAU Code.

16. It is a violation of the AAU Code to engage in sexual misconduct.

17. Upon information and belief, in 1973, there were a number of AAU Districts. Each AAU District had District Officers. Those District Officers were Governor, Lieutenant Governor, Registrar, Secretary, and Treasurer. The Registrar is responsible for reviewing and then approving or denying applications for membership. The Registrar is responsible for monitoring all District events to assure compliance with AAU requirements.

18. Upon Information and belief, at all times relevant to the tortious conduct alleged in this Complaint, the Roseville Stingrays swimming club was in the AAU Minnesota District.

19. From 1971 through 1975, the AAU sponsored and sanctioned swimming events.

20. The AAU was responsible for the conduct of these swimming events.

21. As a member of the Roseville Stingrays swimming team and a member of the AAU, Plaintiff participated in AAU sponsored and sanctioned swimming events from 1971 through 1975.

22. At all times material, Plaintiff was a minor.

23. At all times material to the sexual abuse/battery described herein, Defendants had a special relationship with Plaintiffs because Defendants accepted the care, custody and control of the minor Plaintiff and Plaintiff was thereby deprived of the protection of his family.

24. As the sponsor of the swimming events and the Roseville Stingray swimming team, AAU was responsible for the supervision of the minor Plaintiff while Plaintiff was under the care, custody and control of the AAU, its employees and/or agents.

25. Beginning in 1973 and continuing through 1975, Defendant Beardsley had sexual contact with the minor Plaintiff while Plaintiff participated in swimming practices and swimming events as a member of the AAU and the Roseville Stingrays swimming team. The sexual contact occurred while Defendant Beardsley was performing his duties as the Assistant Swimming Coach for the Roseville Stingrays swimming club.

26. At all times material, Defendants had the right to control the means and manner of Defendant Beardsley's performance.

27. At all times material, Defendants paid Defendant Beardsley's salary.

28. At all times material, Defendants furnished an office and other materials, supplies and tools required for Defendant Beardsley to perform in his position as an Assistant Swim Coach.

29. At all times material, Defendants controlled the premises where Defendant Beardsley performed as an Assistant Swimming Coach.

30. At all times material, Defendants had the power to terminate Defendant as the Assistant Swimming Coach.

31. In 1972, Defendant Beardsley was an Assistant Scoutmaster with the Boy Scout Troop 66 in St. Paul, Minnesota.

32. In a letter dated July 12, 1972, a parent of a Boy Scout in Troop 66 wrote a letter to the Indianhead Council of the Boy Scouts of America and reported that Defendant Beardsley had forcibly sexually assaulted the boy multiple times while at Tomahawk Scout Camp.

33. On July 13, 1972, Defendant Beardsley was terminated as an Assistant Scoutmaster with the Indianhead Council, Boy Scouts of America and the national The Boy Scouts of America.

34. On August 3, 1972, The Boy Scouts of America created a confidential ineligible volunteer file for Defendant Beardsley.

COUNT I: SEXUAL ABUSE/BATTERY
-DEFENDANT BEARDSLEY-

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

36. Defendant Beardsley had intentional, unpermitted, unwanted, harmful sexual contact with Plaintiff, when Plaintiff was a minor and when Defendant Beardsley was an adult.

37. As a direct result of Defendant Beardsley's conduct, Plaintiff has suffered lifelong physical, mental, emotional and financial injuries.

COUNT II: NEGLIGENCE

-ALL DEFENDANTS-

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

39. Defendants owed Plaintiff a duty to protect Plaintiff based upon a special relationship between the Defendants and Plaintiff.

40. Defendants breached the duty to protect Plaintiff.

41. Defendants' breach of their duty was the proximate cause of Plaintiff's injuries.

42. As a direct result of Defendants' conduct, Plaintiff has suffered lifelong physical, mental, emotional and financial injuries.

COUNT III - NEGLIGENT HIRING

-DEFENDANTS AAU AND LUEDTKE-

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

44. Defendant AAU and Defendant Luedtke knew, or should have known through reasonable investigation, that Defendant Beardsley had propensities to sexually abuse boys and that he posed a threat of physical injury to others.

45. It was foreseeable to Defendant AAU and Defendant Luedtke that hiring Defendant Beardsley as an Assistant Swimming Coach of a swimming team that included minors, that Defendant Beardsley posed a threat of physical injury to others.

46. Defendant Beardsley's propensities to sexually abuse boys should have been discovered by reasonable investigation.

47. Defendant AAU and Defendant Luedtke failed to exercise ordinary care in hiring or investigating Defendant Beardsley.

48. Defendant AAU's and Defendant Luedtke's negligent hiring are the proximate cause of Plaintiff's injuries.

49. As a direct result of Defendants' conduct, Plaintiff has suffered lifelong physical, mental, emotional and financial injuries.

COUNT III: NEGLIGENT SUPERVISION
- DEFENDANTS AAU AND LUEDTKE-

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

51. At all times material hereto, Defendant Beardsley was employed by and/or an agent of Defendant AAU and/or Defendant Luedtke. As such, Defendant Beardsley was under Defendant AAU's and/or Defendant Luedtke's direct supervision, employ, and control when Defendant Beardsley committed the wrongful acts alleged herein. Defendant Beardsley engaged in the wrongful conduct while acting in the course and scope of his employment with Defendant AAU and Defendant Luedtke and/or accomplished the sexual abuse by virtue of his job-created authority. Most of the sexually abusive acts committed by Defendant Beardsley against Plaintiff were committed at AAU practices or AAU swimming events and were committed within the working hours of a swimming coach.

52. Defendant AAU and Defendant Luedtke failed to exercise ordinary care in supervising Defendant Beardsley in his work as an Assistant Swimming Coach, and Defendant AAU and Defendant Luedtke further failed to prevent the foreseeable misconduct of Defendant Beardsley from causing harm to others, including the Plaintiff herein.

53. As a direct result of Defendants' conduct, Plaintiff has suffered lifelong physical, mental, emotional and financial injuries.

COUNT IV: NEGLIGENT RETENTION
-DEFENDANTS AAU AND LEUDTKE-

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

55. Defendants AAU and Luedtke, by and through their agents, servants and employees, became aware, or should have become aware, of problems indicating that Defendant Beardsley was an unfit agent with dangerous and exploitive propensities, yet Defendants failed to take any further action to remedy the problem and failed to investigate or remove Defendant Beardsley from working with children.

50. As a direct result of Defendants' conduct, Plaintiff has suffered lifelong physical, mental, emotional and financial injuries.

JURY TRIAL REQUEST

56. Plaintiff requests a jury trial on all counts of this Complaint.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants individually, jointly, and severally in an amount in excess of \$50,000 plus costs, disbursements,

reasonable attorney's fees, interest, and whatever other relief the Court deems just and equitable.

Dated: May 4, 2016

NOAKER LAW FIRM LLC



By: Patrick Noaker MN Bar # 274951
Noaker Law Firm LLC
333 Washington Avenue N., Suite 329
Minneapolis, MN 55401
(612) 839-1080

ATTORNEY FOR PLAINTIFF

ACKNOWLEDGMENT

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



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