

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RICE

THIRD JUDICIAL DISTRICT

Case Type: Personal Injury

Doe YZ,

Court File No.:

Plaintiff,

v.

COMPLAINT

Shattuck-St. Mary's School,

Defendant.

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

PARTIES

1. Plaintiff Doe YZ (hereinafter "Plaintiff") is an adult male. The identity of the Plaintiff has been disclosed under separate cover to Defendant Shattuck-St. Mary's School. Plaintiff was a minor resident of the State of Minnesota and a student at Defendant Shattuck-St. Mary's School in Faribault, Minnesota at the time of all sexual abuse alleged herein.

2. At all times material, Defendant Shattuck-St. Mary's School (hereinafter "Shattuck") was and is a Minnesota non-profit corporation authorized to conduct business in the State of Minnesota with its principal place of business at 1000 Shumway Avenue, P.O. Box 218, Faribault, MN 55021.

3. At all times material, Lynn Phillip Seibel, DOB: 12/20/41 (hereinafter "Seibel") was an adult male resident of the State of Minnesota and an employee of Defendant Shattuck.

FACTS

4. At all times material, Seibel was employed by Defendant Shattuck as a teacher, live-in dorm parent, student advisor, chair of Defendant Shattuck's drama department, and lead supervisor in an on-campus residence for the boys attending Defendant Shattuck.

5. At all times material, Seibel remained under the direct supervision, employ and control of Defendant Shattuck.

6. Defendant Shattuck employed Seibel from 1992 to 2003.

7. Prior to Seibel's employment at Defendant Shattuck, Seibel was convicted in Los Angeles County, California, of soliciting or engaging in lewd conduct in a public place.

8. In his position of authority as a "dorm parent" at Defendant Shattuck, Seibel's role was to discipline and maintain order in the dormitories. Seibel lived in the on-campus dormitory.

9. Seibel taught "AP Drama" classes, group sessions which consisted of Seibel organizing the boys into an on-campus dorm room to watch pornography and masturbate. Seibel taught the boys that they could enlarge their penises by doing certain exercises. Also during these "classes," Seibel measured the penises of the boys with a ruler, often comparing the lengths of the boys in the room to boys long since graduated. Seibel started organizing these group sessions in 1996 or 1997, and continued this criminal conduct until 2003 when he left the school.

10. Seibel also conducted the group masturbation and penis enlargement and measuring sessions in Seibel's classroom on campus, adjacent to the basketball gym. Seibel would lock the classroom doors before initiating the sessions.

11. During his employment at Defendant Shattuck as dorm-parent and teacher, Seibel would organize "naked dance parties" in the dormitory showers. Seibel would dim the lights,

put on disco streaming lights, and watch the boys shower naked. These “parties” would happen once per semester.

12. Seibel nearly always entered the dormitory showers when the boys showered, to the extent that the boys would take bets on how long it would take for Seibel to show up in the showers once a student had turned on the shower water.

13. In the showers, Seibel would encourage the boys to shave their pubic regions, and Seibel would praise the boys by commenting on how “good it looked” as the boys shaved their pubic regions.

14. Seibel would also isolate students in their dorm rooms under the guise of teaching the boy students how to extend and enlarge their penises and to properly masturbate.

15. Seibel told stories to the young boys of his sexual history and of having sex with multiple people at once.

16. Seibel also told of his homosexual experiences, describing them as some of the best sexual experiences, saying to the boys he had “received the best blow job ever from a man,” and having anal sex is “like taking an amazing shit and a very powerful orgasm at the same time.”

17. During the incidents with students at Defendant Shattuck, Seibel admitted to being “turned on” by the boys.

18. During Seibel’s employment as a teacher, dorm-parent and supervisor at Defendant Shattuck, and before and during the time Plaintiff suffered sexual abuse at the hands of Seibel, Defendant Shattuck received the following reports regarding Seibel:

- a. Upon information and belief, in the fall semester of 2000, Seth Hedderick, at the time a teacher at Defendant Shattuck, encountered naked boy

students in the hall of the dormitory. When asked by Hedderick about their clothes, the boys told Hedderick “you can’t have clothes on, it’s NDP,” “naked dance party,” and “it’s OK, Mr. Seibel is in the showers with us.” Hedderick then walked to the dormitory showers, and saw Seibel in the dormitory showers orchestrating the “naked dance party” with a group of naked young boy students.

- b. Upon information and belief, Hedderick immediately reported what he had seen to Headmaster Gregory Kieffer the next day.
- c. After receiving this report, upon information and belief, Headmaster Kieffer did nothing in response and allowed Seibel to continue to work as a dorm-parent, teacher and supervisor of the boy students at Defendant Shattuck for three more years.
- d. At the time, upon information and belief, Hedderick also told two Shattuck administrators about Seibel and his “naked dance party.”
- e. Upon information and belief, neither the administrators nor Headmaster Kieffer did anything in response to Hedderick’s reports of abuse, and did not treat Seibel’s conduct as criminal.
- f. Prior to his 2002 graduation from Shattuck, a student reported to Headmaster Brown that he was sexually abused by Seibel. Upon information and belief, Headmaster Brown did nothing with this report of criminal conduct. At the student’s graduation in spring 2002, Headmaster Brown told the student when shaking his hand as he received his diploma, “don’t screw up, my neck is on the line.”

19. Plaintiff attended Shattuck from 2000 to 2004 when he was between the ages of 14 and 18 years old. Between 2001 and 2003, Plaintiff lived on Defendant Shattuck's campus in the Whipple dormitory where Seibel was employed as a dorm parent and head supervisor.

20. Between fall 2001 and 2003, Seibel engaged in multiple instances of unpermitted, harmful, and offensive criminal sexual behavior with Plaintiff.

21. Upon information and belief, Seibel was never terminated by Defendant Shattuck, but eventually resigned his employment with Defendant Shattuck in 2003 when confronted with child pornography on his computer.

22. Upon information and belief, prior to Seibel's departure from Shattuck, Headmaster at the time Dennis Brown said to Seibel: "Lynn, you are a sick man. You need to do something about it. Get help."

23. Seibel was criminally charged in October 2012 in Rice County, Minnesota, with 17 felony counts including second degree criminal sexual conduct, soliciting a child to engage in sexual conduct, and using a minor in a sexual performance for his conduct while a teacher at Defendant Shattuck, including the conduct described herein.

24. On July 12, 2013, Seibel pled guilty to seven counts for the sexual abuse of six male students, one count of second degree criminal sexual conduct, five counts of fourth degree criminal sexual conduct, and one count of the use of minors in a sexual performance.

25. At all times material, Seibel worked as a teacher and live-in dorm parent and supervisor at an on campus dormitory at Defendant Shattuck where minor Plaintiff and his high school classmates resided. Seibel was in a position of power over Plaintiff, a minor who lived away from home in a residence on the campus of Defendant Shattuck where Seibel was placed by Defendant Shattuck in a supervisory, parental role.

26. At all times relevant, Seibel was in a position of authority over Plaintiff. As Plaintiff's dorm parent and supervisor, Seibel held a position of authority over Plaintiff.

27. By holding Seibel out as a qualified teacher and in-residence guardian with virtually limitless access to the minor Plaintiff 24 hours a day, and by undertaking the education of the minor Plaintiff, Defendant Shattuck entered into a fiduciary relationship with the minor Plaintiff and his family. As a result of Plaintiff being a minor and by Defendant Shattuck undertaking the care and guidance of the vulnerable, minor Plaintiff, Defendant Shattuck was in a position of power over Plaintiff.

28. In operating a full-time, live-in boarding school, thereby accepting custody of the minor Plaintiff, Defendant Shattuck established an *in loco parentis* relationship with Plaintiff and in so doing, owed Plaintiff a duty to protect him from injury.

29. Further, by holding itself out as a safe environment for children and a "school community [that] guides young people to be strong in character, mind, body, and spirit for a life of learning and service," Defendant Shattuck solicited and/or accepted this position of power over the Plaintiff. This empowerment prevented the then minor Plaintiff from effectively protecting himself and Defendant Shattuck thus entered into a fiduciary relationship with the Plaintiff.

30. Multiple teachers and top administrators at Defendant Shattuck knew, or should reasonably have known or discovered that Seibel was engaged in unpermitted, harmful, and offensive criminal sexual behavior with Plaintiff and other minor students on school premises while the minors were under the care of Defendant Shattuck. Employees and officials at Defendant Shattuck who knew of Seibel's unpermitted, harmful and offensive sexual contact

with Plaintiff and other minor students on school grounds failed to investigate or report the suspected abuse.

31. Defendant Shattuck knew or should have known that Seibel was a child molester and knew or should have known that Seibel was a danger to children before Seibel committed sexual contact with Plaintiff.

32. Defendant Shattuck negligently or recklessly believed that Seibel was fit to work with children; that Seibel would not continue to sexually molest children and that Seibel would not injure children; and/or that Seibel would not hurt children.

33. Defendant Shattuck had a special relationship with Plaintiff.

34. Defendant Shattuck owed Plaintiff a duty of reasonable care because it had superior knowledge about the risk that Seibel posed to Plaintiff, the risk of abuse in its boarding school and/or the risks that its facilities posed to minor children.

35. Defendant Shattuck owed Plaintiff a duty of reasonable care because it solicited youth and parents to enroll children at Defendant Shattuck boarding school; encouraged youth and parents to have the youth participate in its programs; undertook custody of minor children, including Plaintiff; promoted its facilities and programs as being safe for children; held its agents including Seibel out as safe to work with children; encouraged parents and children to spend time with its agents; and/or encouraged its agents, including Seibel, to spend time with, interact with, and recruit children.

36. Defendant Shattuck had a duty to Plaintiff to protect him from harm because each of Defendant Shattuck's actions created a foreseeable risk of harm to Plaintiff.

37. As a direct result of the sexual abuse, Plaintiff has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, embarrassment,

loss of self-esteem, humiliation and psychological injuries, depression, was prevented and will continue to be prevented from performing his 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 counseling.

**COUNT I: DEFENDANT SHATTUCK-ST. MARY'S –
NEGLIGENCE**

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

39. Defendant Shattuck owed Plaintiff a duty of reasonable care.

40. Defendant Shattuck breached the duty of reasonable care it owed Plaintiff.

41. Defendant Shattuck's breach of its duty was the proximate cause of Plaintiff's injuries.

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

43. By accepting custody of the minor Plaintiff *in loco parentis*, by inviting the *in loco parentis* relationship by creating and running a live-in full-time boarding school, and by establishing a fiduciary relationship with the Plaintiff, Defendant Shattuck entered into an express and/or implied duty to provide a reasonably safe learning and living environment.

44. Defendant Shattuck further assumed this duty by holding Seibel out to the public, including Plaintiff, as a safe, competent, and trustworthy teacher and supervisor.

45. Defendant Shattuck breached this duty by exposing Plaintiff to Seibel, who was an unfit agent with dangerous and exploitive sexual propensities.

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

**COUNT II: DEFENDANT SHATTUCK-ST. MARY'S –
NEGLIGENT SUPERVISION**

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

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

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

**COUNT III: DEFENDANT SHATTUCK-ST. MARY'S –
NEGLIGENT RETENTION**

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

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

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

WHEREFORE, Plaintiff demands judgment against Defendant individually, jointly and severally in an amount in excess of \$50,000 plus costs, disbursements, reasonable attorneys fees, interest, and whatever other relief the Court deems just and equitable.

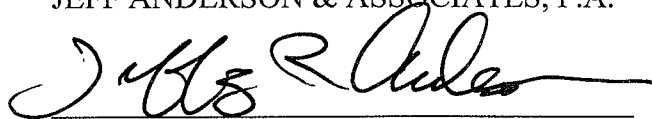
JURY DEMAND

Demand is hereby made for a trial by jury.

Respectfully submitted,

Dated: 10/3/13

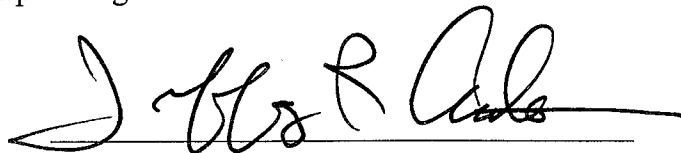
JEFF ANDERSON & ASSOCIATES, P.A.



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 Minnesota Statute Section 549.211 to the party against whom the allegations in this pleading are asserted.



STATE OF MINNESOTA
COUNTY OF RICE

DISTRICT COURT
THIRD JUDICIAL DISTRICT
PERSONAL INJURY

John Doe YZ,

Court File No.:

Plaintiff,

CIVIL COVER SHEET

v.

Shattuck-St. Mary's School,

Defendants.

Date Case Filed: October 4, 2013

This civil cover sheet must be filed by the initial filing lawyer or party, if unrepresented by legal counsel, unless the court orders all parties or their legal counsel to complete this form. Once the initial civil cover sheet is filed, opposing lawyers or unrepresented parties who have not already been ordered to complete this form may submit their own cover sheet within ten days after being served with the initial cover sheet. See Rule 104 of the General Rules of Practice for the District Courts.

If information is not known to the filing party at the time of filing, it shall be provided to the Court Administrator in writing by the filing party within seven (7) days of learning the information. Any party impleading additional parties shall provide the same information to the Court Administrator. The Court Administrator shall, upon receipt of the completed certificate, notify all parties or their lawyers, if represented by counsel, of the date of filing the action and the file number assigned.

ATTORNEYS FOR PLAINTIFF JOHN YZ

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Note: If either Plaintiff or Defendant gets an attorney, the attorney's name, address, telephone number and attorney ID number must be given in writing to the Court Administrator immediately.

1. Provide a concise statement of the case including facts and legal basis:

Plaintiff was sexually abused by Lynn Seibel from approximately 2001-2003 while Plaintiff was a student at Defendant Shattuck-St. Mary's School. Lynn Seibel engaged in multiple instances of unpermitted, harmful, and offensive criminal sexual behavior with Plaintiff. At the time of the abuse Lynn Seibel was employed by Defendant Shattuck-St. Mary's School as a teacher, live-in dorm parent, student advisor, chair of Defendant Shattuck-St. Mary's School drama department, and lead supervisor in an on-campus residence for the boys attending Defendant Shattuck. Lynn Seibel was employed by Defendant Shattuck-St. Mary's School from 1992-2003. Plaintiff lived on Defendant Shattuck-St. Mary's School campus in the dormitory where Seibel was employed as a dorm parent and head supervisor. On July 12, 2013, Seibel plead guilty to seven counts for the sexual abuse of six male students, one count of second-degree criminal sexual conduct, five counts of fourth-degree criminal sexual conduct and one count of the use of minors in a sexual performance.

2. Date Complaint was served: October 3, 2013

3. For Expedited Litigation Track (ELT) Pilot Courts only:

- a. the parties jointly and voluntarily agree that this case shall be governed by the Special Rules for ELT Pilot. Date of agreement: _____
- b. The court is requested to consider excluding this case from ELT for the following reasons: _____

Note: ELT is mandatory in certain cases, and where mandatory, exclusion may also be sought by timely motion under the Special Rules for ELT Pilot.

- c. Anticipated number of trial witnesses: _____
- d. Amount of medical expenses to date: _____
- e. Amount of lost wages to date: _____
- f. Identify any known subrogation interests: _____

By signing below, the attorney or party submitting this form certifies that the above information is true and correct.

Submitted by: /s/Sarah G. Odegaard

Attorney License: 390760

Firm: Jeff Anderson & Associates, P.A.

Address: 366 Jackson Street, Suite 100, St. Paul, MN 55101

Telephone: (651) 227-9990

Date: October 4, 2013