

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR BROWARD
COUNTY, FLORIDA

CIVIL DIVISION

CASE NO. CACE 13-010284

TIBOR STERN, as the Personal
Representative of the Estate of
Sharon Stern, a deceased person,

Plaintiff,

vs.

TERUGOSHI KOTOURA a/k/a
KATSURA KAN, an individual,

Defendant.

AMENDED COMPLAINT

**[Complaint is being amended to correct a scrivener's error
to add the following language to paragraphs 32, 39, 45, 51 and 58
of the original Complaint:**

**“Kan’s misconduct complained of herein was willful,
wanton, carried out with reckless disregard for Stern
and if permitted without rebuke would encourage
others to engage in such outrageous behavior.”**

**No other changes have been made to the original
Complaint]**

Tibor Stern, acting solely in his representative capacity as the Personal Representative of the Estate of Sharon Stern, a deceased person (“Stern”), and on behalf of her estate and her survivors, pursuant to Florida Statutes §768.19, alleges:

1. This is a cause of action for the wrongful death of Sharon Stern arising from and relating to the Defendant’s Breach of Contract with Stern, his gratuitous assumption of the duty to care for and protect Stern and his lack of reasonable care in carrying out such duty, his

intentional infliction of severe emotional distress upon Stern, his breach of fiduciary duty to Stern, his constructive fraud of Stern and his battery of Stern, seeking monetary damages in excess of \$15,000.00 in the exclusive plenary jurisdiction of the Circuit Courts.

2. Florida's circuit courts have subject matter jurisdiction over the acts and omissions of Kan complained of herein pursuant to Florida Statutes §§193(1)(b)(f)(1) and (2).

3. Venue is laid in Broward County, Florida, the place where some of the acts or omissions complained of herein occurred as well as the place where the Defendant inflicted the fullest extent of his damages to and upon Stern.

4. Stern, a deceased person, resided in Broward County, Florida, at the time of her death. Stern's estate and her survivors are the real parties-in-interest to these proceedings.

5. Tibor Stern, who is and was at all material times *sui juris*, is a nominal party to these proceedings acting solely in his representative capacity as the sole personal representative of the Estate of Sharon Stern with judicial authority to pursue this action pursuant to an order of the Broward County Circuit Court, Probate Division, dated January 3, 2013, a copy of which is annexed hereto as Exhibit "A."

6. Katsura Kan ("Kan") is an individual who is a citizen of Japan, who travels throughout the world engaging in performances of Butoh dance and is *sui juris*.

7. In the fall of 2007, Stern enrolled in Naropa University to pursue a Master's of Fine Arts degree. At the time of her enrollment in Naropa she was a mentally and physically healthy, happily married young woman.

8. Stern's desire upon enrolling in the Master of Fine Arts degree program at Naropa University was to obtain a Master's degree in fine arts and because of her lifelong interest in dance, based upon Naropa University's policies and procedures as contained in Naropa's Student

Handbook, including but not limited to its Code of Conduct as set forth in the Overview and Mission of Naropa's Office of Judicial Affairs. In addition, Stern sought to pursue her studies at Naropa free of gender discrimination and sexual harassment based upon Naropa's Gender Discrimination and Sexual Harassment Statement and Grievance Procedures in connection with Naropa's policies and procedures in connection with Naropa's mission to promote "personal integrity, civility and mutual respect providing an educational and professional setting that promotes and delivers an environment free of sexual misconduct and discrimination." Naropa's Procedures manual details Naropa's acknowledgment that "[s]exual discrimination violates an individual's fundamental rights and personal dignity and has a damaging, long-term effect on victims. Naropa University considers sexual discrimination in all its forms to be a serious offense and it will not be tolerated in our [Naropa's] community." Copies of Naropa's Student Handbook and Sexual Harassment Statement and Grievance Procedures are annexed hereto as Composite Exhibit "B."

9. Kan was hired by Naropa as a teacher in Naropa's Fine Arts program in which Kan taught Butoh performance in which Kan had a widely held reputation as a master of Butoh performance.

10. Stern enrolled in a Butoh performance class taught by Kan. As a member of the faculty of Naropa, Kan was bound by Naropa's express contractual agreements with its students as set forth in the Student Handbook as well as in its Gender Discrimination and Sexual Harassment Statement and Grievance Procedures.

11. Butoh is the collective name for a range of activities, techniques and motivations for dance, performance or movement which first appeared in Japan in 1959 to explore the taboos of homosexuality and pedophilia and became known as the dance of darkness. Butoh is taught a

vehicle to peer into the soul and to strip away all spiritual and psychological barriers to its expression. The Butoh student is taught to wallow in the darkness of their soul in order to unlock their inner essence until it finds expression in movement. Under the guise and pretext of molding Stern into a Butoh performance artist, Kan willfully and intentionally inflicted extreme emotional distress upon Stern which reduced her to Kan's instrumentality and made her act robotically to Kan's commands, wishes and desires.

12. While a student of Kan in a course which was part of Naropa's curriculum in its Fine Arts program in which Stern enrolled, Kan systematically stripped away Stern's human dignity, free will and self-respect by subjugating Stern to Kan's total control. Kan seduced Stern to engage in sexual relationship with him, abused, publicly humiliated, criticized, insulted and derogated Stern, induced Stern to ingest narcotic drugs based upon Kan's representation that such narcotic drugs would elevate Stern to levels of perception which she could not otherwise achieve in an unaltered state.

13. In sum total, Stern was reduced a mere pawn in the hands of Kan who mentally and physically abused her, manipulated her, stripped her of even a modicum of free will, and utilized Stern as his mere instrumentality and his sexual and physical slave to the extent that Stern's entire existence became committed to gratify Kan's every wish and desire. Kan gratuitously assumed the duty to care for and protect Stern as an integral part of their parasitic relationship.

14. After Stern graduated from Naropa's Fine Arts program with a degree in Fine Arts from Naropa in June, 2009, she remained at Naropa as Kan's assistant, promoting Butoh festivals at Naropa and elsewhere until the middle of 2011.

15. Stern travelled around the country with Kan, promoting Butoh festivals and doing Kan's physical and emotional bidding at his whim and caprice. At Kan's request, Stern stole money to give to him, degraded herself to satisfy Kan's ego and subjected herself to the most torturous of public humiliation and obloquy. Kan deliberately and knowingly isolated Stern from her husband, causing Stern to divorce him and from her loving parents and brother, causing her to become estranged from her family. In isolating Stern from her former husband and her family, Kan assumed the responsibility to care for Stern, who became dependant upon Kan for his care and support.

16. Throughout the course of Kan's involvement with Stern, Stern became deeply depressed, suicidal, dependent upon narcotic drugs, and manifested severe mental illness which Kan further exploited to his advantage.

17. While travelling with Kan to Copenhagen, Denmark, Stern became so physically and mentally ill that she had to be institutionalized in a mental hospital for emergency treatment in reaction to her extreme anxiety, suicidal ideation and aberrant behavior. Notwithstanding her precarious emotional and physical state which was spiraling ever downward, Kan continued with his outrageous campaign of physical and emotional torture of Stern to the point where Stern lost all connection with reality.

18. In fact Stern became so physically and emotionally ill that she was no longer able to fulfill Kan's perfidious desires and Kan ordered her to return to Broward County, Florida, the place where she spent most of her childhood and formative years. While in Broward County, Florida, Stern desperately communicated with Kan, begging him to take her back and to continue his life with her, perverted, twisted and parasitic as it was. Kan told Stern in Broward County,

Florida that she was a useless, sick and worthless individual and that he no longer had any use for her.

19. Kan having fully exploited her to the maximum extent possible, and having depleted Stern of her mental and physical health, Stern had become a burden to Kan and she no longer served his perverted needs. Kan, knowing that Stern was unable to care for herself and that she was likely to harm herself to the extent of taking her own life if Kan abandoned her, Kan recklessly and without regard for the consequences of his actions totally abandoned Stern in Broward County, Florida shortly before Stern took her own life. As a result of Kan's total rejection and abandonment of Stern, Stern committed suicide on April 25, 2012 in Broward County, Florida.

20. As a direct and proximate result of Kan's abandonment of Stern, his breach of his contract with Stern, his willful and intentional outrageous infliction of mental torture of Stern, his breach of fiduciary duty to Stern, his constructive fraud of Stern, and his sexual battery of Stern, on April 25, 2012 Stern committed suicide.

21. All conditions precedent to the institution and maintenance of this action have been performed, excused, waived or have otherwise occurred.

COUNT I
BREACH OF CONTRACT

Plaintiff, Tibor Stern, in his representative capacity, as the personal representative of the Estate of Sharon Stern, a deceased person, realleges paragraphs 1 through 21 as if fully set forth herein.

22. This is a cause of action for the wrongful death of Stern due to Kan's breach of a contract with her.