

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

**PHILADELPHIA INDEMNITY
INSURANCE COMPANY
231 St. Asaphs Road, Suite 100
Bala Cynwyd, PA 19004**

Plaintiff

v.

**LINDSAY WARFIELD
64 Starwood Trail
Colchester, CT 06415**

and

**RANDALL ADKISON
64 Starwood Trail
Colchester, CT 06415**

and

**ASTONISHING PRODUCTIONS, INC.
4006 North Lynn Avenue
Tampa, FL 33603
Defendants**

CIVIL ACTION

NO. 3:24-cv-00863

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Philadelphia Indemnity Insurance Company, by and through its attorneys, demands judgment against defendants Lindsay Warfield, Randall Adkison, and Astonishing Productions, Inc. (collectively, “Defendants”) and complains as follows:

PARTIES

1. Plaintiff Philadelphia Indemnity Insurance Company (“Plaintiff” or “PIIC”) is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with

its principal place of business located at One Bala Plaza, 231 St. Asaphs Road, Suite 100, Bala Cynwyd, PA 19004.

2. At all times relevant hereto, Plaintiff was duly authorized to engage in the business of insurance in the State of Florida.

3. At all times relevant hereto, PIIC provided insurance to Educational Theatre Association and its affiliates and subsidiaries (collectively, “Subrogor”) under a policy that was in full force and effect on all relevant dates, and at all relevant times.

4. As a result of a claim made on said policy, PIIC became subrogated to certain recovery rights and interests of Subrogor, i.e. for monies paid thereunder, including the claims giving rise to this action.

5. Upon information and belief, Defendant Lindsay Warfield (“Warfield”) is an adult individual residing at 64 Starwood Trail, Colchester, CT 06415.

6. For the period of October 10, 2013 through March 18, 2023, Warfield held the position of Chapter Director of Florida State Thespian Society Inc. (“the Florida Chapter”), a group affiliate of Educational Theatre Association.

7. Upon information and belief, Defendant Randall Adkison (“Adkison”) is an adult individual residing at 64 Starwood Trail, Colchester, CT 06415.

8. For the period of August 15, 2014 through approximately March 2023, Adkison was the Assistant Director of Festival Operations for the Florida Chapter.

9. Upon information and belief, Adkison is Warfield’s husband.

10. Warfield and Adkison joined the Florida Chapter’s Board of Directors in 2011.

11. Defendant Astonishing Productions, Inc. (“Astonishing Productions”) is, upon information and belief, a corporation organized and existing under the laws of the State of

Florida whose principal place of business is located at 4006 North Lynn Avenue, Tampa, FL 33603. Upon information and belief, Adkison is the President of Astonishing Productions.

JURISDICTION AND VENUE

12. Jurisdiction is based on 28 U.S.C. § 1332(a)(1) as this action involves a controversy between citizens of different states. Moreover, the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

13. Venue is proper in this district based on 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to this claim occurred within this district.

FACTS

14. Educational Theatre Association is an Ohio nonprofit corporation that serves as a professional association for theatre educators. It has approximately 45 affiliate chapters. One such chapter is the Florida Chapter.

15. On or about October 10, 2013, Warfield was appointed Chapter Director of the Florida Chapter.

16. As Chapter Director, Warfield had access to Subrogor's bank accounts and checkbook.

17. As Chapter Director, Warfield also had the authority to approve credit card payments and category of costs.

18. As chapter Director, Warfield also had access to Educational Theatre Association's bank account.

19. On March 14, 2023, Subrogor discovered that, since 2016, Warfield had been misappropriating Subrogor's monies through a combination of unauthorized personal charges

(totaling at least \$207,137.29) and unauthorized direct payments (totaling at least \$379,823.88), totaling at least \$587,669.58.

20. Subrogor authorizes charges for food associated with catering or events. Such payments are typically in the form of large transactions to feed many people, made during the months of March and August, when annual festivals and board meetings generally occur.

21. Subrogor also provides Starbucks gift cards as part of the compensation to theatre judges and teachers, which are typically for \$25 and \$50.

22. Other charges for meal and grocery transactions that do not appear to be catering or gift cards are unauthorized.

23. By way of example (and not limitation), Warfield made 1,049 charges totaling \$34,371.51 to Uber Eats, 6 charges totaling \$250.63 in Michigan (where there is no Educational Theatre business/presence and is a location where Warfield's family is known to vacation), and 3 charges for \$410.95 for groceries which were bought in Connecticut (where Warfield and Adkison relocated prior to the discovery of the fraudulent scheme).

24. These charges are not related to Subrogor's business and thus unauthorized.

25. Subrogor authorizes charges for travel when it is necessary for festivals or board meetings.

26. However, there were instances where Warfield purchased more than one airline ticket on the same day, seemingly for additional individuals, which was not authorized.

27. By way of further example (and not limitation), Warfield spent a total of \$24,345.72 on Airbnb and \$528.72 at a Disney hotel, which were personal in nature and not related to travel necessary to attend festivals or board meetings.

28. These charges are not related to Subrogor's business and thus unauthorized.

29. By way of further example (and not limitation), Warfield charged \$1,047.52 to a custom auto shop.

30. This charge is not related to Subrogor's business and thus unauthorized.

31. Upon information and belief, Warfield spent \$3,090.59 in rental car charges in Michigan (where there is no Educational Theatre business/presence and is a location where Warfield's family is known to vacation).

32. This charge is not related to Subrogor's business and thus unauthorized.

33. Warfield also made charges that could not conceivably be business-related, and were clearly personal in nature. The following are examples of more personal charges Warfield charged to Subrogor:

- a. apparel from such businesses as Target, Stitch Fix, Anthropologie, Sport Kilt, Rent the Runway, Sephora, and others, totaling \$48,440.26;
- b. personal care, such as hair salons, nail salons, spas, and barber shops, totaling \$2,381.48;
- c. furniture stores, such as Wayfair and Ikea, totaling \$4,517.71;
- d. a real estate valuation totaling \$875;
- e. healthcare and veterinarian services totaling \$233;
- f. personal technology services, such as YouTube TV (totaling \$2,461.87) and Google (totaling \$839.25);
- g. scripts from Music Theatre International, totaling \$8,827.50, which were neither authorized nor used by the Florida Chapter—rather, upon information and belief, Warfield purchased these scripts on behalf of Steinbrenner High School, where Warfield was employed as a theater teacher at the time;
- h. Warfield also made unauthorized purchases from vendors such as Universal Studios, Sea World, Disney, Broadway, and various museums and movie theaters.

34. In total, Warfield charged Subrogor at least \$207,137.29 in unauthorized personal charges.

35. In addition to using Subrogor's funds for personal charges, Warfield used Subrogor's funds to make unauthorized direct payments to herself, Adkison, and Astonishing Productions.

36. As part of her position as Chapter Director, Warfield had access to Subrogor's bank accounts and checkbooks.

37. Upon information and belief, Warfield made these unauthorized direct payments by writing checks and/or using online money transfer services such as Zelle and/or Venmo to transfer Subrogor's money to herself, Adkison, and Astonishing Productions.

38. As noted above, Warfield converted from Subrogor at least \$379,823.88 in unauthorized direct payments.

39. Warfield's actions, as noted above, were solely for the benefit of Defendants, provided no benefit to Subrogor, and resulted in a substantial loss to Subrogor.

40. In or about March 2023, Subrogor's Board of Directors discovered purchases made by Warfield that appeared personal in nature, and passed a resolution suspending her as Chapter Director while they investigated.

41. Between March 20 and March 21, 2023 (the day Subrogor alerted Warfield that she was suspended), an individual with administrative user-level access deleted all festival registration data prior to 2023. Upon information and belief, the only administrative user at that time was Adkison.

42. Further, Brian Monk, Subrogor's CFO at the time, and Mimi Moller, Subrogor's Human Resources Manager, confronted Warfield about the claimed misappropriation of monies by Warfield on March 22, 2023. Warfield admitted to misappropriating Subrogor's monies for personal use such as Airbnb stays and Wayfair expenses. Warfield explained she kept

Subrogor's business credit cards in the same electronic wallet on her phone. Warfield claimed she sometimes used Subrogor's business credit cards for personal items by mistake. Warfield stated her intention to reimburse Subrogor's monies that she misappropriated, yet she has not done so.

43. Defendants' actions, as noted above, served no legitimate business purpose of Subrogor but rather were taken for Defendants' own personal financial benefit.

44. The aforesaid damages sustained by Plaintiff are the direct and proximate result of Defendants' conversion, fraud, breaches of fiduciary duties, unjust enrichment, and negligence, as more fully set forth below.

COUNT I – CONVERSION
(Plaintiff v. Defendants)

45. Plaintiff repeats the allegations set forth in the foregoing paragraphs as though they were fully set forth at length.

46. Through their actions, Defendants, without authorization, intentionally and wrongfully assumed and/or exercised the right of control over personal property belonging to Subrogor, to the exclusion of Subrogor's rights.

47. Defendants, through their actions, deprived Subrogor of the use of its property as set forth above.

48. As a direct and proximate result of Defendants' conversion, Subrogor suffered the loss of the use and enjoyment of its property.

49. In particular, through their scheme to convert Subrogor's property through unauthorized personal expenses and direct payments, Defendants deprived Subrogor of at least \$587,669.58.

50. Defendants' actions were wanton, willful, fraudulent, and/or malicious, warranting the imposition of punitive and/or exemplary damages.

51. As set forth above, Plaintiff is subrogated to Subrogor's right of recovery arising from Defendants' conversion of Subrogor's property.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants in an amount in excess of \$75,000.00, plus interest, punitive and/or exemplary damages, costs, attorney fees, an accounting, and other relief as the Court deems appropriate under the circumstances.

COUNT II – FRAUD
(Plaintiff v. Warfield and Adkison)

52. Plaintiff repeats the allegations set forth in the foregoing paragraphs as though they were fully set forth at length.

53. As set forth above, Warfield and Adkison repeatedly made untrue statements to Subrogor through unauthorized personal expenses and direct payments, which were falsely reported as legitimate business expenses.

54. Warfield and Adkison knew the untrue statements they made to Subrogor were untrue when they made them.

55. Warfield and Adkison made these untrue statements with an intent to deceive Subrogor and/or with reckless disregard for their truthfulness.

56. Subrogor was deceived by and reasonably and justifiably relied on Warfield's and Adkison's untrue statements, to Subrogor's detriment, by making unjustified payments to or on behalf of Warfield and Adkison in the amount of at least \$587,669.58.

57. As a result of Warfield's and Adkison's fraud, Subrogor acted to its injury by making unjustified payments to or on behalf of Warfield and Adkison in the amount of at least \$587,669.58.

58. Warfield's and Adkison's actions were wanton, willful, fraudulent, and/or malicious, warranting the imposition of punitive and/or exemplary damages.

59. As set forth above, Plaintiff is subrogated to Subrogor's right of recovery arising from Warfield's and Adkison's fraud.

WHEREFORE, Plaintiff demands judgment in its favor and against Warfield and Adkison in an amount in excess of \$75,000.00, plus interest, punitive and/or exemplary damages, costs, attorney fees, an accounting, and other relief as the Court deems appropriate under the circumstances.

COUNT III – BREACH OF FIDUCIARY DUTIES
(Plaintiff v. Warfield and Adkison)

60. Plaintiff repeats the allegations set forth in the foregoing paragraphs as though they were fully set forth at length.

61. In their respective roles as described above, Warfield and Adkison owed Subrogor certain fiduciary duties.

62. Among the fiduciary duties Warfield and Adkison owed to Subrogor were a duty to submit truthful and accurate reports and receipts, a duty to refrain from submitting false reports and receipts, a duty to refrain from making unauthorized direct payments, a duty not to engage in self-dealing, a duty to refrain from using Subrogor's business credit card for personal expenses, a duty to promptly reimburse Subrogor for accidental personal charges to the business credit card and a general duty not to engage in acts harmful to Subrogor.

63. As set forth above, Warfield and Adkison breached their fiduciary duties to Subrogor by using Subrogor's funds for personal expenses and unauthorized direct payments to themselves and to Astonishing Productions.

64. As a direct and proximate result of Warfield's and Adkison's breaches of their fiduciary duties, Subrogor suffered the loss of the use and enjoyment of its property.

65. In particular, through their breaches of their fiduciary duties, Warfield and Adkison deprived Subrogor of at least \$587,669.58.

66. Warfield's and Adkison's actions were wanton, willful, fraudulent, and/or malicious, warranting the imposition of punitive and/or exemplary damages.

67. As set forth above, Plaintiff is subrogated to Subrogor's right of recovery arising from Warfield's and Adkison's breaches of their fiduciary duties to Subrogor.

WHEREFORE, Plaintiff demands judgment in its favor and against Warfield and Adkison, in an amount in excess of \$75,000.00, plus interest, punitive and/or exemplary damages, costs, attorney fees, an accounting, and other relief as the Court deems appropriate under the circumstances.

COUNT IV – UNJUST ENRICHMENT
(Plaintiff v. Defendants)

68. Plaintiff repeats the allegations set forth in the foregoing paragraphs as though they were fully set forth at length.

69. Subrogor conferred a benefit on Defendants through its payment of personal expenses and direct payments to Defendants, which were later discovered to be falsified and/or otherwise fraudulent.

70. Defendants appreciated and/or had knowledge of the benefit upon receiving payment of personal expenses and direct payments that were not related to Subrogor's business.

71. Defendants accepted and/or retained the benefit of unearned payment of personal expenses and direct payments that were not related to Subrogor's business.

72. Under the circumstances described above, including but not limited to Defendants' fraudulent and illegal conduct, Defendants' retention of the benefit Subrogor conferred upon them is unjust.

73. As set forth above, Defendants have been unjustly enriched through their retention of the benefits Subrogor conferred upon them.

74. Defendants' actions were wanton, willful, fraudulent, and/or malicious, warranting the imposition of punitive and/or exemplary damages.

75. As set forth above, Plaintiff is subrogated to Subrogor's right of recovery arising from Defendants' unjust enrichment.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants in an amount in excess of \$75,000.00, plus interest, punitive and/or exemplary damages, costs, attorney fees, an accounting, and other relief as the Court deems appropriate under the circumstances.

COUNT V – NEGLIGENCE
(Plaintiff v. Warfield and Adkison)

76. Plaintiff repeats the allegations set forth in the foregoing paragraphs as though they were fully set forth at length.

77. Warfield and Adkison owed Subrogor a duty of care to, *inter alia*, submit truthful and accurate reports and receipts, refrain from making unauthorized direct payments, refrain from engaging in self-dealing, refrain from using Subrogor's business credit card for personal expenses, promptly reimburse Subrogor for accidental personal charges to the business credit card, and, generally, refrain from engaging in acts harmful to Subrogor.

78. The damage Subrogor sustained was caused by the negligence of Warfield and Adkison, more specifically consisting of:

- (a) failing to exercise reasonable care in the performance of duties in managing Subrogor's funds;
- (b) Failing to exercise reasonable care in the performance of duties in using Subrogor's funds for business expenses only;
- (c) failing to provide, establish and/or follow proper and adequate controls so as to ensure the proper performance of the tasks set forth in subparagraphs (a) and (b) above;
- (d) failing to perform the tasks set forth in subparagraphs (a) and (b) in conformity with prevailing policies and industry and governmental specifications and standards;
- (e) violating the standards of care prescribed by statutes, rules, regulations, ordinances, codes, policies, and/or industry customs applicable to this action.

79. As a direct and proximate result of such negligent conduct, Subrogor sustained monetary damages in an amount in excess of \$75,000.00.

80. Warfield's and Adkison's actions were grossly negligent, wanton, willful, fraudulent, and/or malicious, warranting the imposition of punitive and/or exemplary damages.

81. As set forth above, Plaintiff is subrogated to Subrogor's right of recovery arising from Warfield's and Adkison's negligence.

WHEREFORE, Plaintiff demands judgment in its favor and against Warfield and Adkison in an amount in excess of \$75,000.00, plus interest, punitive and/or exemplary damages, costs, attorney fees, an accounting, and other relief as the Court deems appropriate under the circumstances.

COUNT VI – FRAUDULENT TRANSFER
(Plaintiff v. Defendants)

82. Plaintiff repeats the allegations set forth in the foregoing paragraphs as though they were fully set forth at length.

83. As set forth above, Warfield transferred to Adkison and/or Astonishing Productions all or part of the assets she illegally converted from Subrogor.

84. These transfers were fraudulent within the meaning of the Uniform Fraudulent Transfer Act, Fla. Stat. § 726.101, *et seq.*, and/or Conn. Gen. Stat. Ann. § 52-552, *et seq.*, insofar as they were made with actual intent to hinder, delay, and/or defraud Warfield's creditors, including Subrogor and, therefore, Plaintiff.

85. As a result of Warfield's fraudulent transfers, Plaintiff, as Educational Theatre Association's subrogee, is entitled to (1) avoidance of the transfers to the extent necessary to satisfy Plaintiff's claim; (2) an attachment or other provisional remedy against the assets transferred or other property of Warfield, Adkison, and/or Astonishing Productions; (3) temporary, preliminary, and permanent injunctive relief against further disposition by Defendants of the assets transferred; (4) appointment of a receiver to take charge of the assets transferred or other property of Warfield, Adkison, and/or Astonishing Productions; and (5) any other relief the circumstances may require.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants for:

1. avoidance of the transfers to the extent necessary to satisfy Plaintiff's claim;
2. an attachment or other provisional remedy against the assets transferred or other property of Warfield, Adkison, and/or Astonishing Productions;
3. temporary, preliminary, and permanent injunctive relief against further disposition by Defendants of the assets transferred;
4. appointment of a receiver to take charge of the assets transferred or other property of Warfield, Adkison, and/or Astonishing Productions;

5. costs;
6. attorney fees; and
7. any other relief the circumstances may require.

COUNT VII – ACCOUNTING
(Plaintiff v. Defendants)

86. Plaintiff repeats the allegations set forth in the foregoing paragraphs as though they were fully set forth at length.

87. As set forth above, there existed a fiduciary relationship between Warfield and Adkison and Subrogor.

88. As set forth above, Plaintiff is subrogated to Subrogor's rights and interests in connection with the losses Subrogor suffered as a result of Defendants' fraudulent and illegal scheme.

89. The full extent of Defendants' fraudulent and illegal scheme and the damages flowing therefrom are as yet unknown to Subrogor and, accordingly, Plaintiff.

90. In addition, the location of Defendants' assets and the full extent of their transfers are as yet unknown to Subrogor and, accordingly, Plaintiff.

91. As a result, Plaintiff is entitled to an equitable accounting of all amounts received and/or transferred by Defendants in connection with their fraudulent and illegal scheme.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants for an accounting, plus costs, attorney fees, and other relief as the Court deems appropriate under the circumstances.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully Submitted,

de LUCA LEVINE LLC

By: /s/ Jeffrey M. Zielinski
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Dated: May 14, 2024

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

PHILADELPHIA INDEMNITY INSURANCE COMPANY

(b) County of Residence of First Listed Plaintiff Montgomery (PA) (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Jeffrey M. Zielinski / de Luca Levine 301 East Germantown Pike, 3rd Floor East Norriton, PA 19401 (215-383-0081)

DEFENDANTS

LINDSAY WARFIELD, RANDALL ADKISON, and ASTONISHING PRODUCTIONS, INC.

County of Residence of First Listed Defendant New London (CT) (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(a)(1) and 28 U.S.C. § 1391(b)(2) Brief description of cause: Fraud.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ in excess of \$75,000. JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE May 14, 2024 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE