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ATLANTIC COUNTY
LAW DIVISION

Plaintiff(s)

TIFFANY BARKSDALE

vs.

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ATLANTIC COUNTY

DOCKET NO. *L-253012*

CIVIL ACTION

EGG HARBOR TOWNSHIP BOARD OF
EDUCATION; Y.A.L.E. ACADEMY/Y.A.L.E.
SCHOOL EAST; INTEGRITY BUS COMPANY;
JOHN DOE I THROUGH JOHN DOE XII;
Fictitious Names; jointly,
severally, and in the alternative

COMPLAINT AND JURY DEMAND

Plaintiff, Tiffany Barksdale, residing at 209 Boston Avenue, in the Township of Egg Harbor, County of Atlantic, and State of New Jersey complaining against the defendants, says:

FIRST COUNT

1. At all times mentioned herein and pertinent hereto, plaintiff, Tiffany Barksdale (hereinafter referred to as "Tiffany"), attended high school at Yale Academy/Yale School East, (hereinafter referred to as defendant, "Yale"), located at 1000 Burton Avenue, in the City of Northfield, County of Atlantic, and State of New Jersey.

2. Defendant, Egg Harbor Township Board of Education (hereinafter referred to as defendant, the "Board" approved Tiffany attending Yale School, the tuition and transportation for which was paid by the Board.

3. At all times pertinent hereto and mentioned herein, defendant, Yale held itself out as a State approved private school for

children with special needs who have been diagnosed with learning, emotional, behavioral, and other disabilities.

4. At all times pertinent hereto and mentioned herein, plaintiff Tiffany was an eleventh grade teenager with emotional, behavioral, and other disabilities, including but not limited to, sexual addiction.

5. At all times mentioned herein and pertinent hereto, Tiffany was diagnosed as having an addiction for sexual conduct, including oral sex and sexual intercourse.

6. At all times mentioned herein and prior hereto, the defendant, Board, had actual and constructive notice that Tiffany has been diagnosed as a sex addict and was approved and assigned to attend Yale School.

7. At all times mentioned herein and prior hereto, the defendant, Board, had actual and constructive notice of the need to monitor the conduct of Tiffany and to take all reasonable steps to prevent Tiffany from engaging in sexual activity with males while she was on school property, in the school buses, or otherwise while in the presence, control, and responsibility of the Board and the school, or its agents, servants, employers, or contractors.

8. At all times mentioned herein and prior hereto, the defendant, Y.A.L.E., had actual and constructive notice of the need to monitor the conduct of Tiffany and to take all reasonable steps to prevent Tiffany from engaging in sexual activity with males while she was on school property, in the school buses, or otherwise while in the presence, control, and responsibility of the Board and the school, or its agents, servants, employers, or contractors.

9. At all times mentioned herein and pertinent hereto, the Board was aware that the conduct of Tiffany and males with access to her had to be monitored, on school buses, and otherwise while she was being transported back and forth to and from school, so as to prevent Tiffany from engaging in sexual activity with male students.

10. At all times mentioned herein and pertinent hereto, defendant Y.A.L.E. was aware that the conduct of Tiffany and males with access to her had to be monitored, on school buses, and otherwise while she was being transported back and forth to and from school, so as to prevent Tiffany from engaging in sexual activity with male students.

11. On or before and after April 1, 2010, defendant, Board hired defendants, Integrity Bus Company, (hereinafter defendant, "Integrity"), to provide monitored transportation to Tiffany and other troubled students with special problems, to and from school.

12. On or before and after April 1, 2010, defendant, Y.A.L.E. hired defendants, Integrity Bus Company, to provide monitored transportation to Tiffany and other troubled students with special problems, to and from school.

13. At all times mentioned herein and pertinent hereto, and prior to and after April 1, 2010, defendant, Integrity, was to have its bus drivers, and one or more adult monitors/student aids on the school buses to observe and monitor the conduct of Tiffany and males on the bus to prevent her from engaging in sexual conduct.

14. At all times mentioned herein and pertinent hereto, and prior to and after April 1, 2010, defendants, Integrity, hired one or

more bus drivers and adult monitors/student aids on the school bus that Tiffany utilized, for the aforementioned purposes.

15. At all times mentioned herein and pertinent hereto, and prior to and after April 1, 2010, defendant, Board, hired one or more bus drivers and adult monitors/student aids on the school bus that Tiffany utilized, for the aforementioned purposes.

16. At all times mentioned herein and pertinent hereto, and prior to and after April 1, 2010, defendant, Y.A.L.E., hired one or more bus drivers and adult monitors/student aids on the school bus that Tiffany utilized, for the aforementioned purposes.

17. Prior to and after April 1, 2010, Tiffany continued to attend counseling for her sexual addiction, and to participate in the school program to deal with her addiction, and she was learning to control her sexual desires and conduct, and was avoiding engaging in sexual activity.

18. On or before April 1, 2010, the defendants, Integrity, and their agents, servants, and employees, including but not limited to the school bus drivers and monitors/school aids, had actual and constructive notice of Tiffany's sexual addiction and the need to monitor her conduct and those of males with access to her, to prevent her from engaging in sexual activity with them.

19. On or before April 1, 2010, the defendant, Board, and their agents, servants, and employees, including but not limited to the school bus drivers and monitors/school aids, had actual and constructive notice of Tiffany's sexual addiction and the need to

monitor her conduct and those of males with access to her, to prevent her from engaging in sexual activity with them.

20. On or before April 1, 2010, the defendant, Y.A.L.E., and their agents, servants, and employees, including but not limited to the school bus drivers and monitors/school aids, had actual and constructive notice of Tiffany's sexual addiction and the need to monitor her conduct and those of males with access to her, to prevent her from engaging in sexual activity with them.

21. On or about May 24, 2010, Tiffany was a junior student at Y.A.L.E. School, and was a passenger on one of the school buses owned, operated, and driven by defendant, Integrity, for the defendants, Board, and Y.A.L.E., and that bus had a driver, and at least one adult male monitor/student aid who were agents, servants, employees, or contractors, of the defendant, Integrity.

22. On or about May 24, 2010, Tiffany was a junior student at Y.A.L.E. School, and was a passenger on one of the school buses owned, operated, and driven by defendant, Integrity, for the defendant, Board, and that bus had a driver, and at least one adult male monitor/student aid who were agents, servants, employees, or contractors, of the defendant, Board.

23. On or about May 24, 2010, Tiffany was a junior student at Y.A.L.E. School, and was a passenger on one of the school buses owned, operated, and driven by defendant, Integrity, for the defendant, Y.A.L.E., and that bus had a driver, and at least one adult male monitor/student aid who were agents, servants, employees, or contractors, of the defendant, Board.

24. On or about May 24, 2010, Tiffany engaged in sexual conduct, including intercourse, with one or more male students passengers on the school bus, involving the complete or partial removal, of their clothes and exposure of their genitals, while sitting together on a bus seat.

25. On or about May 24, 2010, the school bus driver and monitor did not take any steps to observe or otherwise prevent the sexual activity of Tiffany and the male student on the school bus.

26. The first name of the male student who had sex with Tiffany on the bus on May 24, 2010, was believed to be named Rakim (last name unknown).

27. The first name of the school bus operator was believed to be Kaytee (last name unknown).

28. The name of the bus monitor/student aid was believed to be Robby (last name unknown).

29. On one or more other occasions before May 24, 2010, Tiffany was on a school bus and/or other school property, and engaged in sexual conduct with one or more other male students, while under the supervision, control, and monitoring of the defendant, Integrity, through its agents, servants, and employees.

30. On one or more other occasions before May 24, 2010, Tiffany was on a school bus and/or other school property, and engaged in sexual conduct with one or more other male students, while under the supervision, control, and monitoring of the defendant, Board, through its agents, servants, and employees.

31. On one or more other occasions before May 24, 2010, Tiffany was on a school bus and/or other school property, and engaged in sexual conduct with one or more other male students, while under the supervision, control, and monitoring of the defendant, Y.A.L.E., through its agents, servants, and employees.

32. At all times mentioned herein and pertinent hereto, the defendants, through their agents, servants, employees, or contractors, were negligent, grossly negligent, and reckless, in regard to the protection of the physical and emotional health, safety, and well being of plaintiff, which wrongful conduct included but was not limited to the following:

(a) Negligently observing or failing to observe the conduct of Tiffany and male students with access to her;

(b) Negligently stopping or failing to stop the sexual activity of Tiffany and the other male student(s);

(c) Failure to warn Tiffany and the other male students involved in the sexual activity;

(d) Negligently monitoring or failure to monitor the activity of Tiffany visually, electronically, or audio or video monitoring;

(e) Negligent training or failure to train the school bus drivers, school bus monitors/school aids, and other agents, servants, employees, or contractors of the defendants with the responsibility of monitoring and preventing sexual activity of Tiffany on the school bus or other school property;

(f) Negligently permitting Tiffany to sit near the back of the bus with other male students having access to her while the school bus driver and monitor stayed at or near the front of the bus;

(g) Negligently observing or failing to observe Tiffany, including observing Tiffany and the males removing their clothes and engaging in sexual conduct;

(h) Negligently supervising or failing to supervise the bus driver, monitor, and other agents, servants, and employees;

(i) Negligently communicating or failure to communicate with each other about the sexual addiction of Tiffany, and the need to closely monitor her conduct with male students on the school bus or other school property.

(j) Negligently disciplining, suspending or discharging, or failing to do so, those agents, servants, and employees with the responsibility for monitoring and preventing the sexual activity of Tiffany and male students on the school bus or school property;

(k) Ratifying the wrongful conduct of their agents, servants, and employees, and the male students involved in sexual activity of Tiffany on the school bus or other school property;

(l) Failure to require Tiffany to sit in or near the front of the bus where the bus driver and school aid/monitor were located;

(m) Failure to prohibit students from sitting in the back of the bus;

(n) Failure to prohibit male and female students from sitting next to each other, or male students sitting next to Tiffany;

(o) Failure to have a camera or other electronic monitoring of passenger/student activity on the bus or other school property;

(p) Failure to warn the students that they were being monitored on the bus, and that they were subject to discipline for violative conduct;

(q) Failure to promptly report and take preventative measures in response to sexual conduct incidents on the school bus or school property involving Tiffany that occurred prior to the morning of May 24, 2010;

(r) Failure to promptly and properly notify Tiffany's parents or guardians of previous alleged sexual conduct incidents on the school bus or property;

(s) Failure to have the male student(s) that engaged in sexual conduct with Tiffany separated from Tiffany, on the same or another bus;

(t) Violation of defendants' own Safety Procedures;

(u) Violation of various statutes and regulations of the Federal, State, and local governments and their various subdivisions and agencies pertaining to the monitoring of students such as Tiffany on the school bus and school property;

(v) Violation of various policies, procedures, handbooks, programs, rules, and manuals regarding the monitoring of students such as Tiffany on the school bus and school property;

(w) Negligently hiring, training, and supervising their agents, servants, and employees;

(x) And were otherwise careless, negligent, grossly negligent, reckless, and inattentive.

33. As a direct and proximate result of the aforementioned negligence and wrongful conduct of the defendants, through their agents, servants, and employees and contractors, Tiffany suffered permanent, substantial physical and emotional injuries and a permanent setback and acceleration of her sexual addiction, causing her to endure and in the future will endure severe suffering, causing her to spend and will in the future spend large sums of monies for therapy and medical and psychological treatment, causing her to be unable and will in the future be unable to attend to her normal duties, activities, relationships, education, occupation, and increasing her risk of contracting a sexually transmitted disease or becoming pregnant, from unprotected sexual activity, and suffering severe humiliation, embarrassment, and loss of reputation.

34. A timely Tort Claims Notice was served upon the defendant, Egg Harbor Township Board of Education.

WHEREFORE, Plaintiff, Tiffany Barksdale, demands Judgment against the defendants, Egg Harbor Township Board of Education, Y.A.L.E. School, and Integrity Bus Company, jointly, severally, and in the alternative, for damages, costs of suit, interest, attorneys fees, and such other relief as allowed by law.

SECOND COUNT

1. Plaintiff repeats the allegations of the First Count as if set forth fully herein.

2. The aforementioned negligent and wrongful conduct of the defendants, was a violation of express and implied contractual obligations between the defendants, which contracts Tiffany was a third party beneficiary of.

3. As a direct and proximate result of the aforementioned breach of implied and express contractual duties, plaintiff has and will sustain damages and losses as aforementioned.

WHEREFORE, Plaintiff, Tiffany Barksdale, demands Judgment against the defendants, Egg Harbor Township Board of Education, Y.A.L.E. School, and Integrity Bus Company, jointly, severally, and in the alternative, for damages, costs of suit, interest, attorneys fees, and such other relief as allowed by law.

THIRD COUNT

1. Plaintiff repeats the allegations of the first Two Counts as if set forth fully herein.

2. Defendants, John Doe I through John Doe XII, are unknown persons, business, or government entities.

3. Although plaintiff has made a diligent inquiry, the actual identity of the defendants, John Doe I through John Doe XII, are unknown to the plaintiff, and accordingly are designated by fictitious names.

4. At all times mentioned herein, defendants, John Doe I and John Doe II were the owners and operators of the buses upon which the aforementioned sexual conduct incidents involving Tiffany, occurred, and/or were the employers of the bus drivers and monitor/school aids

on the bus when the aforementioned sexual conduct incidents including Tiffany occurred.

5. At all times mentioned herein, defendants John Doe III and John Doe IV were the drivers of the buses upon which the aforementioned sexual activity occurred.

6. At all times mentioned herein, defendants, John Doe V, John Doe VI, and John Doe VII were the adult monitors/school aids on the buses upon which the sexual incidents occurred.

7. Defendants, John Doe VIII, IX, and X were the male students that engaged in sexual conduct with Tiffany, as aforementioned, negligently, recklessly, or wilfully, with or without unintended consequences.

8. Defendants, Egg Harbor Township Board of Education, Integrity Bus Company, Y.A.L.E. School, and John Doe I and John Doe II, were responsible for the negligent and wrongful conduct of defendants, John Doe III through John Doe IX under the theories of respondeat superior, and negligent entrustment, hiring, training, supervision, and disciplining.

9. Defendants, John Doe I through John Doe IX were negligent, grossly negligent, reckless, breached express and implied contractual duties, and otherwise directly and proximately caused the damages and losses to plaintiff as aforementioned.

10. John Doe X through John Doe XII are unidentified persons or entities who directly and proximately caused, and are liable for plaintiff's aforementioned damages and losses, under any theory of

liability whatsoever, negligence, at common law, equity, statutory, regulatory, contractual, or otherwise.

11. As a direct and proximate result of the aforementioned negligent, wrongful, and violative conduct of the defendants, John Doe I through John Doe XII, plaintiff sustained damages and losses as aforementioned.

WHEREFORE, Plaintiff, Tiffany Barksdale, demands Judgment against the defendants, Egg Harbor Township Board of Education, Y.A.L.E. School, Integrity Bus Company, and John Doe I through John Doe XII, jointly, severally, and in the alternative, for damages, costs of suit, interest, attorneys fees, and such other relief as allowed by law.

Dated: April 2, 2012



JERRY C. GOLDHAGEN, ESQUIRE
Attorney for Plaintiff

JURY DEMAND

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES.

Dated: April 2, 2012



JERRY C. GOLDHAGEN, ESQUIRE
Attorney for Plaintiff


CERTIFICATION

I am an attorney admitted to practice law in the State of New Jersey, counsel for the above-named plaintiff. The matter in controversy in this case is not the subject of any other action pending in any court or of a pending arbitration proceeding, nor is

any other action or arbitration proceeding contemplated. There are no other parties who should be joined in this action, except for specifically designating those defendants presently designated by fictitious names.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: April 2, 2012



JERRY C. GOLDHAGEN
Attorney for Plaintiff

TAKE NOTICE that the undersigned attorney, counsel for this plaintiff, does hereby demand, pursuant to Rules 1:5-1(a) and 4:17-4(c) that each party herein serving pleadings and Interrogatories and receiving answers thereto, serve copies of all such pleadings and answered Interrogatories received from any party, including any documents, papers, and other materials referred to therein, upon the undersigned attorney, and **TAKE NOTICE** that this is a continuing demand.




JERRY C. GOLDHAGEN
Attorney for Plaintiff

Dated: April 2, 2012

TAKE NOTICE that the undersigned attorney, counsel for this Plaintiff, does hereby demand, pursuant to R. 4:17-2 answers to Form C and C(2) Interrogatories, and the annexed Supplementary Interrogatories.

TAKE NOTICE that the undersigned attorney, counsel for Plaintiff, does hereby demand, pursuant to R. 4:18-1, responses to the Notice to Produce Documents annexed to the within Complaint, as Exhibit A, within the time limits prescribed by the Rules of the Court.



JERRY C. GOLDHAGEN