

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

COLETTE ALSTON,
7957 Sunshine Court, Apt. L
Glen Burnie, MD 21061

Plaintiff,

v.

Civil Docket No. _____
JURY TRIAL REQUESTED

BALTIMORE CITY
BOARD OF SCHOOL
COMMISSIONERS
200 E. North Avenue, Rm. 406
Baltimore Maryland 21202

SERVE ON:
Chief Legal Officer
Joshua Civin, Esq.
200 E. North Avenue
Room 208
Baltimore, MD 21202

Defendant.

* * * * *

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Colette Alston (hereinafter “Plaintiff or Colette”), by and through her attorneys, William H. Murphy, Jr. Esq., Janai N. Woodhouse, Esq., and Murphy, Falcon & Murphy, P.A., files this Complaint against Defendant, Baltimore City Board of School Commissioners and its employees, agents, and representatives (hereinafter “Defendant or BCBSC”), and state as follows:

INTRODUCTION

1. This is a disturbing case which involves the childhood sexual abuse of Plaintiff, a minor at all relevant times.

2. Plaintiff was sexually abused by her special education teacher, Alvin Hunt, an adult male employed by Baltimore City Public schools (hereinafter “BCPS”).

3. The abuse was enabled and facilitated by the grossly negligent acts and omissions of BCPS.

4. Defendant had knowledge of Hunt's dangerous propensities, yet placed Hunt in a position of trust and authority over Plaintiff.

5. Defendant failed to properly screen, supervise, and monitor Hunt.

6. Hunt began to sexually abuse Plaintiff in 1979 when she was 13 years old.

7. The first incident of sexual abuse occurred in Hunt's classroom. Hunt's sexually assaulted Plaintiff during school hours.

8. Plaintiff reported Hunt's conduct to Defendant, but her credible, verifiable, and serious allegations were ignored.

9. After the first incident of sexual abuse, Hunt continued to sexually harass and abuse Plaintiff on Defendant's property during school hours.

10. Even after graduation, Plaintiff was unable to disengage from Hunt. Hunt used threats to maintain access to Plaintiff through stalking.

11. Due to the continuing cycle of abuse, Hunt victimized Plaintiff throughout her adolescent years.

12. Hunt never faced prosecution or accountability for traumatizing and sexually abusing Plaintiff. Instead, Defendant continued to employ Hunt throughout the course of his egregious conduct.

13. Defendant allowed Hunt to retire after a long and profitable career, despite knowledge of his misconduct.

14. Defendant aided, abetted, and conspired with Hunt, so that he could continue his egregious misconduct.

PARTIES, JURISDICTION, AND VENUE

15. At all times material to this case, Plaintiff Colette Alston was and is a citizen and resident of Baltimore City, Maryland.

16. At all times material to this case, Defendant operated a system of public schools commonly known as Baltimore City Public Schools (BCPS). Defendant includes employees, agents, and representatives. At all material times, Alvin Hunt, was an adult male employed as a teacher at Calverton Junior Highschool (“Calverton”), located within the BCPS school district. Plaintiff contends that Hunt was an agent, servant, and/or employee of Defendant, acting within the scope of his duties at the time of the allegations in this Complaint.

17. This Court has jurisdiction over this matter pursuant to Md. Code Ann., Cts. & Jud. Proc. § 1-501. This Court has personal jurisdiction over the Defendant pursuant to Md. Code Ann. Cts. & Jud. Proc. §§ 6-102 and 6-103.

18. Venue is proper in the District of Maryland pursuant to 28 U.S.C § 1391(b) because the events or omissions giving rise to this claim occurred in this district.

FACTS COMMON TO ALL COUNTS

19. In or around 1979, Hunt was employed as a special education teacher and athletic coach at Calverton.

20. Defendant’s administrators supervised and controlled Hunt. Administrators include principals appointed by Defendant. Administrators at Calverton, including principals, are responsible for overseeing faculty and staff. Calverton administrators also supervise and direct the supervision of students.

21. Before the allegations in this Complaint, Defendant knew of sexual misconduct committed by Calverton faculty. Defendant had knowledge that Hunt previously impregnated a

Calverton student and engaged in other inappropriate conduct. For example, administrators knew that Hunt exchanged love letters with a minor student. Instead of contacting the police, Defendant retained Hunt as a special education teacher and failed to investigate him further.

22. The Calverton community knew Hunt as one of the “four monsters in the schoolhouse,” a group of four male teachers who preyed on and sexually abused students. Defendant knew there were predators within its school but did nothing to stop the abuse.

23. Defendant allowed Hunt to offer after school tutoring on and off school grounds. Defendant created a fertile ground for Hunt to sexually abuse Plaintiff and other students. Numerous agents, including other teachers, witnessed and engaged in inappropriate sexual conduct and displays of affection with Calverton students.

Colette Alston

24. In or around November 1979, Calverton’s administration assigned a then 13-year-old Colette to Hunt’s special education class.

25. As a special education teacher, Defendant placed Hunt in a position of authority and trust over Colette. Hunt was legally and morally responsible for Colette’s well-being, but Hunt used his position to develop and exploit a “special” relationship with her.

26. Hunt used his position as a BCPS teacher to groom Colette and other minors for sexual abuse. For example, Hunt made efforts to spend an inordinate amount of time alone with Colette. He cultivated a relationship by purchasing food and gifts for her. To lure students off school grounds, he offered extra credit and tutoring at his house.

27. BCPS teachers witnessed Hunt’s inappropriate conduct with Colette and other students but failed to protect them.

28. The first overt act of sexual abuse occurred in or around fall of 1979. Colette often remained in Hunt's classroom for extra credit assignments. On this day, Hunt opened cabinets to obstruct the view into classroom. He deliberately positioned the cabinets to block visibility and inappropriately touched Colette. Hunt fondled her intimate areas and kissed her against her will, prompting her to escape the classroom in distress.

29. Colette tried to physically distance herself from Hunt, but she soon discovered that Hunt was persistent and inescapable.

30. Colette reported Hunt's actions to Defendant, yet Defendant did not take her complaint seriously.

31. Defendant's administration failed to reassign Colette, leaving her vulnerable to Hunt's increasing sexual harassment.

32. Defendant made no efforts to protect Colette from future harm, but instead, allowed Hunt to remain at Calverton. Defendant's administrators retained Hunt instead of complying with their statutory duties to report him to the authorities and remove him from the faculty.

33. In or around fall of 1979, Hunt inappropriately asked Colette to undress while he remained in his classroom, a setting lacking appropriate privacy or supervision.

34. At all times material, Colette participated in school sponsored sports. Hunt attended Calverton track and field meets, exhibiting behavior consistent with stalking. During Colette's track and field event, Hunt inappropriately embraced and kissed Colette in front of a crowd of onlookers. This act was an inappropriate display of public affection that many Calverton employees witnessed.

35. Once Colette transferred to high school, the abuse continued. Hunt remained employed by Defendant yet still continued to stalk her. One day after school, Hunt lured Colette

to his home and attempted to rape her. Colette lost consciousness, only to regain awareness when Hunt removed her undergarments. Colette managed to escape from Hunt's residence, shocked that he attempted to rape her.

36. On that date, Colette was only 17 years old.

37. When Colette became an adult, she again reported Hunt's conduct. Defendant continued to employ Hunt as a special education teacher despite notice of his misconduct.

38. As a direct result of Defendant's conduct, Colette suffered and will continue to suffer:

- a. Severe and permanent pain and suffering, emotional distress, including physical manifestations of emotional distress;
- b. Deprivation of the full enjoyment of life;
- c. Expenses for medical and psychological treatment; and
- d. Loss of income/ and or loss of earning capacity.

COUNT I
Intentional Tort Ratification

39. Plaintiff incorporates by reference the allegations set forth above.

40. Defendant ratified Hunt's conduct by failing to report his assaults to the authorities. Defendant failed to report Hunt's assault despite their statutory obligation to do so, indicating a desire to affirm and approve his actions.

41. Defendant ratified the assaults complained of herein when they failed to act on Hunt's prior acts of abuse.

42. Defendant failed to disaffirm Hunt's actions even with the knowledge that he assaulted and impregnated a Calverton student. *See Progressive Cas. Ins. Co. v. Ehrhardt*, 69

Md.App. 431, 441-42 (1986)(“[c]ircumstances that suggest an intent to ratify include: a failure to make a timely disaffirmance of the authorized acts.”).

43. Defendant failed to repudiate Hunt’s conduct. Instead, Defendant retained Hunt and allowed him to teach at Calverton despite notice of his illegal and tortious acts.

44. Defendant did not investigate Hunt, despite actual knowledge of his disturbing actions.

45. Defendant acquiesced Hunt’s improper conduct and allowed the abuse to occur on its property. Defendant allowed Hunt to facilitate after school activities with knowledge of his propensity towards child abuse.

46. Plaintiff’s sexual abuse was a direct outgrowth of Hunt’s authorized conduct. The continued sexual abuse was ratified in its entirety when Defendant failed to object to and repudiate the abuse.

47. All actual knowledge of Defendant’s agents is imputed to Defendant. Further, all knowledge that Defendant’s agents would have obtained in the exercise of reasonable care is imputed to the Defendant. For the same reason, all conduct engaged in by Defendant’s agents is imputed to Defendant. The actual and constructive knowledge imputed to Defendant is not limited to the knowledge and conduct of those named in this Complaint; instead, it includes all agents, employees, and servants of Defendant.

WHEREFORE, Plaintiff seeks an award of damages against Defendant, in excess of \$75,000.00, and for such other relief as may be deemed appropriate.

COUNT II
Gross Negligence

48. Plaintiff incorporates by reference the allegations set forth above.

49. Defendant had a duty to exercise reasonable care to protect pupils from harm.

50. Despite statutory, regulatory, and internal policies, Defendant intentionally failed to perform a manifest duty of care, in reckless disregard of the consequences as affecting Plaintiff's life. *See Romanesk v. Rose*, 248 Md. 420, 423, 237 A.2d 12, 14 (1968) ("Gross negligence is defined . . . as 'an intentional failure to perform a manifest duty in reckless disregard of the consequences as affecting the life or property of another.'").

51. Defendant knew or should have known the laws, school board regulations, and internal policies governing their duties and responsibilities relating to Plaintiff's safety Hunt's misconduct.

52. Defendant had a special and clear duty to protect students from reasonably foreseeable harm.

53. Defendant had a clear duty to adhere to BCPS policies and procedures regarding supervision and protection of BCPS students.

54. Defendant had a special duty to protect Plaintiff, especially after they received notice that her special education teacher assaulted her on school grounds.

55. As the governing body of the school system, it was Defendant's clear duty to ensure that BCPS policies and guidelines were implemented and enforced so that students were appropriately supervised while on school grounds and during after school activities.

56. Defendant breached this duty of care, and this breach was intentional, reckless, and/or indifferent to the safety of Plaintiff and other similarly situated students.

57. Defendant acted and/or failed to act in conscious disregard for the consequences to Plaintiff, despite knowing that Plaintiff had the right to remain physically safe from foreseeable and preventable danger while at school and during school sponsored after school activities.

58. Defendant's administrators knew of Hunt's propensity to abuse children yet retained him as an employee. In doing so, Defendant acted intentionally, recklessly, and/or was indifferent to Plaintiff's right to remain safe from the foreseeable and preventable danger Hunt posed.

59. Moreover, Defendant made the intentional decision to allow Plaintiff to remain in Hunt's class, despite knowing that he sexually assaulted her.

60. Defendant made no efforts to supervise Hunt and did not take any necessary steps to protect Plaintiff's rights. Plaintiff was left unsupervised with Hunt, vulnerable to multiple sexual assaults.

61. In fostering a culture of abuse and condoning Hunt's abuse of Plaintiff, Defendant intentionally buried information. This conduct is consistent with "ill will" and "actual malice." Administration ignored Plaintiff, dismissed her, and did nothing to address Hunt's egregious conduct. The acts and omissions of Defendant's agents violated common law and statutory duties to report.

62. As a result of the sexual abuse, Plaintiff suffered and continues to suffer profound and permanent injuries. Plaintiff consciously experienced pain and suffering, emotional harm and distress, emotional trauma, humiliation, embarrassment, loss of privacy, mental pain and suffering, fright, nervousness, indignity and insult to her detriment. Plaintiff has and will require extensive psychological and psychiatric care, counseling, and other treatment as a proximate result of Defendant's actions and omissions.

63. All the injuries complained of herein were caused by Defendant, without any contributing negligence by Plaintiff.

WHEREFORE, Plaintiff seeks an award of damages against the Defendant, in excess of \$75,000.00 and for such other and further relief as may be deemed appropriate.

COUNT III

Negligence for Sexual Abuse in Calverton Classroom in or Around Fall of 1979

64. Plaintiff incorporates by reference the allegations set forth above.

65. Defendant was aware of Hunt's history of sexual abuse, yet did nothing about the risk that Hunt posed to Plaintiff and other students at Calverton.

66. Defendant encouraged Hunt to continue his misconduct by failing to repudiate his conduct, creating an environment that made Plaintiff's abuse foreseeable and imminent.

67. Defendant had a duty to exercise reasonable care to protect Plaintiff, a minor child entrusted to its care, from foreseeable harm. Defendant breached this duty by:

- a. Retaining Hunt as an employee, despite knowing his dangerous propensities;
- b. Failing to properly vet and screen Hunt before allowing him to teach at Calverton;
- c. Failing to adequately supervise and monitor Hunt's interactions with minor students;
- d. Failing to report the abuse as required by Maryland law;
- e. Failing to take appropriate action in response to reports of Hunt's inappropriate behavior;
- f. Placing their specific interests above the safety and well-being of minor students; and
- g. Aiding, abetting, and conspiring with Hunt to conceal his actions.

68. As a direct and proximate result of Defendant's negligence, Plaintiff suffered and continues to suffer severe psychological and emotional injuries.

69. Defendant had a duty to exercise reasonable care in hiring, retaining, and supervising their employees and agents, including Hunt. Defendant breached this duty by:

- a. Failing to properly screen Hunt before hiring him as an educator or special educator;
- b. Failing to adequately supervise and monitor Hunt's behavior and interactions with minor students;
- c. Retaining Hunt in a position of authority and trust despite knowledge of his inappropriate behavior with minors; and
- d. Failing to timely terminate Hunt when his unfitness became known.

70. As a direct and proximate result of Defendant's negligent hiring, retention, and supervision, Plaintiff suffered and continues to suffer severe psychological, emotional, and physical injuries.

71. All the injuries complained of herein were caused by Defendant, without any contributing negligence by Plaintiff.

WHEREFORE, Plaintiff seeks an award of damages against the Defendant, in excess of \$75,000.00 and for such other and further relief as may be deemed appropriate.

COUNT IV
Negligence for Sexual Abuse during Calverton Sponsored Activity in Fall of 1979

72. Plaintiff incorporates by reference the allegations set forth above.

73. Defendant was aware of Hunt's history of sexual abuse, yet they did nothing about the risk that Hunt posed to Plaintiff and other students at Calverton.

74. Defendant encouraged Hunt to continue his misconduct by failing to repudiate his conduct, creating an environment that made Plaintiff's abuse foreseeable and imminent.

75. Defendant had a duty to exercise reasonable care to protect Plaintiff, a minor child entrusted to its care, from foreseeable harm.

76. Defendant breached this duty by:

- a. Retaining Hunt as a special education teacher at Calverton;
- b. Failing to adequately supervise and monitor Hunt's interactions with Plaintiff;
- c. Failing to report the abuse as required by Maryland law;
- d. Failing to take appropriate action in response to reports of Hunt's abusive behavior;
- e. Placing their specific interests above the safety and well-being of Plaintiff and other minor students; and
- f. Aiding, abetting, and conspiring with Hunt to conceal his actions.

77. As a direct and proximate result of Defendant's negligence, Plaintiff suffered and continues to suffer severe psychological and emotional injuries.

78. Defendant had a duty to exercise reasonable care in hiring, retaining, and supervising their employees and agents, including Hunt. Defendant breached this duty by:

- a. Failing to properly screen Hunt before hiring him as a special educator;
- b. Failing to adequately supervise and monitor Hunt's behavior and interactions with minor students;
- c. Retaining Hunt in a position of authority and trust despite knowledge of his inappropriate behavior with minors; and

d. Failing to timely terminate Hunt when his unfitness became known.

79. As a direct and proximate result of Defendant's negligent hiring, retention, and supervision, Plaintiff suffered and continues to suffer severe psychological, emotional, and physical injuries.

80. All the injuries complained of herein were caused by Defendant, without any contributing negligence by Plaintiff.

WHEREFORE, Plaintiff seeks an award of damages against the Defendant, in excess of \$75,000.00 and for such other and further relief as may be deemed appropriate.

COUNT V

Negligence For Subsequent Sexual Abuse Occurring in Calverton's Classroom in Fall of 1979

81. Plaintiff repeats and realleges the allegations set forth above.

82. Defendant's administrators were aware of Hunt's conduct yet retained him as an employee.

83. Defendant's knowledge made future abuse foreseeable and imminent.

84. Defendant had a duty to exercise reasonable care to protect Plaintiff, a minor child entrusted to its care, from foreseeable harm. Defendant breached this duty by:

- a. Retaining Hunt as a special education teacher at Calverton;
- b. Failing to adequately supervise and monitor Hunt's interactions with Plaintiff;
- c. Failing to report the abuse as required by Maryland law;
- d. Failing to take appropriate action in response to reports of Hunt's abusive behavior;

e. Placing their specific interests above the safety and well-being of Plaintiff and other minor students; and

f. Aiding, abetting, and conspiring with Hunt to conceal his actions.

85. As a direct and proximate result of Defendant's negligence, Plaintiff suffered and continues to suffer severe psychological and emotional injuries.

86. Defendant had a duty to exercise reasonable care in hiring, retaining, and supervising their employees and agents, including Hunt. Defendant breached this duty by:

a. Failing to properly screen Hunt before hiring him as a special educator;

b. Failing to adequately supervise and monitor Hunt's behavior and interactions with minor students;

c. Retaining Hunt in a position of authority and trust despite knowledge of his inappropriate behavior with minors; and

d. Failing to timely terminate Hunt when his unfitness became known.

87. As a direct and proximate result of Defendant's negligent hiring, retention, and supervision, Plaintiff suffered and continues to suffer severe psychological, emotional, and physical injuries.

88. All the injuries complained of herein were caused by Defendant, without any contributing negligence by Plaintiff.

WHEREFORE, Plaintiff seeks an award of damages against Defendant, in excess of \$75,000.00 and for such other and further relief as may be deemed appropriate.

COUNT VI
Constructive Fraud

89. Plaintiff repeats and realleges the allegations set forth above.

90. Plaintiff had a relationship of trust and confidence with Defendant.

91. Defendant failed to disclose material facts about Hunt's improper conduct.

92. Defendant breached its legal and equitable duties in a way that deceived Plaintiff, violated public and private confidence, and undermined public interests.

93. Plaintiff and her parents placed confidence and trust in Defendant. Defendant accepted that confidence, exercising dominion and influence over Plaintiff and her parents. In turn, Defendant violated its trust and confidence. Defendant should not have allowed Hunt to teach as special education teacher, spend excessive amounts of time with Plaintiff unsupervised, spend any time with Plaintiff after school, purchase gifts and food, or groom Plaintiff. *See* MPJI-CV: 11:5.

94. Defendant had an obligation to protect Plaintiff from Hunt. Defendant was obligated to supervise Hunt, inform Plaintiff of Hunt's prior misconduct in BCPS (both actually and constructively known), and inform Plaintiff of abuse perpetrated by Defendant's other agents and/or employees.

95. Defendant had a legal obligation to terminate and report Hunt to the police. Defendant failed in their obligation to Plaintiff and her parents.

96. Defendant acted with ill will, evil motives, fraud, and malice. In breaching their legal and/or equitable duties to Plaintiff and her parents, Defendant caused Plaintiff severe physical and emotional injuries, past and future, entitling Plaintiff to actual and punitive damages.

97. All the injuries complained of herein were caused by Defendant, without any contributing negligence by Plaintiff.

WHEREFORE, Plaintiff seeks an award of damages against Defendant, in excess of \$75,000.00 and for such other and further relief as may be deemed appropriate.

COUNT VII
Breach Of Fiduciary Duty

98. Plaintiff repeats and realleges the allegations set forth above.

99. Hunt was Plaintiff's special education teacher and assumed the role of a mentor and advisor. Hunt had a unique relationship with Plaintiff, a relationship that she constantly leaned on for guidance and counseling for specially designed and particularized educational needs.

100. Hunt was a BCPS special educator, and because Plaintiff had special and particular ties to Hunt and Defendant, she relied on them to support her specialized education needs. Defendant knew of and sponsored Plaintiff's special, particular, and unique relationship with Hunt as her special education teacher.

101. BCPS is an educational institution entrusted with counseling and care of its students. Defendant was fully aware that Hunt counseled his special education students, including Plaintiff, and spent an inordinate amount of time with her.

102. By virtue of this special relationship of trust and confidence, Defendant owed Plaintiff a fiduciary duty to act in her best interest and protect her from foreseeable and continued harm.

103. Defendant sponsored and encouraged Hunt's contact with small groups of students with special education needs.

104. Hunt singled out female students within his special education class, including Plaintiff. Hunt took routine trips to the convenience store, the arcade, and to his home to host gatherings for female students. Numerous agents, including other teachers, witnessed this inappropriate display.

105. Defendant breached its fiduciary duty by:

- a. Failing to properly screen and monitor faculty;
- b. Placing Hunt in a position of trust and authority over special education students despite his known propensities;

- c. Prioritizing its reputation over the safety of special education students;
- d. Subjecting Plaintiff to further sexual abuse; and
- e. Aiding, abetting, and conspiring with Hunt to conceal his actions.

106. As a direct and proximate result of Defendant's breach of fiduciary duty, Plaintiff suffered and continues to suffer severe psychological, emotional, and physical injuries, entitling her to actual and punitive damages. Defendant acted with ill will, evil motives, fraud, and malice.

107. All the injuries complained of herein were caused by Defendant, without any contributing negligence by Plaintiff.

WHEREFORE, Plaintiff seeks an award of damages against Defendant, in excess of \$75,000.00 and for such other and further relief as may be deemed appropriate.

COUNT X
Negligent Misrepresentation and Fraud

108. Plaintiff repeats and realleges the allegations set forth above.

109. When Plaintiff reported Hunt's sexual abuse to Defendant, she relied on a confidential relationship with Defendant's agents. Defendant's agents had a duty to tell the truth, a duty to not mislead Plaintiff, and a duty to serve Plaintiff's interests.

110. Defendant violated these duties by:

- a. Failing to investigate the sexual abuse allegations;
- b. Misleading Plaintiff;
- c. Failing to disclose information regarding Hunt's prior misconduct;
- d. Failing to disclose the rampant sexual abuse that had occurred within BCPS;
- e. Refusing to report Hunt to law enforcement; and
- f. Aiding, abetting, and conspiring with Hunt to conceal his actions.

111. Defendant's conduct was a violation of its legal and equitable duties.

112. Defendant's conduct caused Plaintiff separate and independent injuries.

113. Defendant knew that Hunt was a child abuser and had no reasonable grounds to conceal his conduct.

114. Defendant knew that Plaintiff relied on their false and negligently false statements to her.

115. Plaintiff in fact relied on their false and negligently false statements.

116. Plaintiff's reliance was justified because she believed in the Defendant's school system to uphold their legal and equitable duties.

117. By breaching its legal and/or equitable duties to Plaintiff, Defendant caused Plaintiff severe physical and emotional injuries, past and future, entitling her to actual damages and punitive damages. Defendant acted with ill will, fraud, evil motive, or actual malice.

118. All the injuries complained of herein were caused by Defendant, without any contributing negligence by Plaintiff.

WHEREFORE, Plaintiff seeks an award of damages against Defendant, in excess of \$75,000.00 and for such other and further relief as may be deemed appropriate.

PUNITIVE DAMAGES

119. Plaintiff incorporates the allegations set forth above.

120. Consistent with MPJI-Cv. 10:14 and MPJI-Cv. 10:21, Plaintiff will prove by clear and convincing evidence that Defendant acted with intent to injure, evil motive, fraud, willfulness, wantonness, and/or actual malice, entitling Plaintiff to punitive damages.

121. Defendant acted with intent to injure, evil motive, fraud, willfulness, wantonness, and/or actual malice by:

- a. Retaining Hunt as an employee, despite notice that he raped and impregnated a Calverton student;
- b. Retaining Hunt as an employee despite knowing of his propensity to harm minors;
- c. Failing to investigate Plaintiff's valid and credible sexual abuse allegations;
- d. Retaining Hunt in a position of authority and trust despite knowledge of his inappropriate behavior with minors;
- e. Violating their statutory duty to report Hunt to the authorities;
- f. Failing to disclose Hunt's prior sexual abuse, leaving Plaintiff vulnerable to multiple instances of sexual abuse; and
- g. Aiding, abetting, and conspiring with Hunt to conceal his actions.

122. Defendant created an environment that enabled and facilitated Hunt's abusive behavior, ignored the warning signs of his abusive conduct, intentionally left Plaintiff in his class knowing the risks, violated their own policies, and concealed horrific conduct that they had a hand in creating. All the above conduct warrants punitive damages.

Respectfully submitted,

MURPHY, FALCON & MURPHY, P.A.



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JURY TRIAL DEMAND

Plaintiff hereby demands a jury trial on all the issues raised in Plaintiff's Complaint.



William H. Murphy, Jr. (AIS #6912010153)