

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

PAMELA COLEMAN,  
11140 Rockville Pike, Suite 100 #179  
North Bethesda, MD 20852

*Plaintiff,*

v.

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.*

Civil Docket No. \_\_\_\_\_  
**JURY TRIAL REQUESTED**

\* \* \* \* \*

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, Pamela Coleman (hereinafter “Plaintiff or Pamela”), 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 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 14 years old.

7. The first incident of sexual abuse occurred at Hunt's home. He drugged and raped Plaintiff after transporting her from school grounds. After this traumatic assault, Plaintiff discovered that she was pregnant with Hunt's child.

8. Plaintiff reported Hunt's actions to her mother, who immediately notified Defendant. However, Defendant dismissed her mother's credible, verifiable, and serious allegations.

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

10. On October 29, 1980, Plaintiff gave birth to Hunt's daughter.

11. Even after their daughter's birth, Plaintiff was unable to disengage from Hunt. Hunt used threats to maintain access to Plaintiff for sex. For example, Hunt used their child as leverage to threaten and manipulate Plaintiff.

12. Due to the continuing cycle of abuse, Hunt victimized Plaintiff for another 20 years.

13. 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.

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

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

### **PARTIES, JURISDICTION, AND VENUE**

16. At all times material to this case, Plaintiff Pamela Coleman was a citizen and resident of Baltimore City, Maryland.<sup>1</sup>

17. At all times material to this case, Defendant operated a system of public schools commonly known as Baltimore City Public Schools (BCPS). At all material times, Alvin Hunt ("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.

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<sup>1</sup> At all times material to this case, Pamela Coleman was formerly known as Pamela Averette.

18. 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.

19. 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**

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

21. 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.

22. Before the allegations in this Complaint, Defendant knew of sexual misconduct committed by Calverton faculty. Defendant had knowledge that Hunt previously impregnated another Calverton student and engaged in 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.

23. 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.

24. 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.

*Pamela Coleman*

25. In or around November 1979, a then 14-year-old Pamela transferred to Calverton. Shortly after her arrival, Calverton administration assigned Pamela to Hunt's special education class.

26. Pamela's father passed away before she transferred to Calverton, leaving her mother to raise her alone— a fact Hunt recognized, and deliberately sought to exploit for his own perverted ends.

27. As a special education teacher, Defendant placed Hunt in a position of authority and trust over Pamela. Hunt was legally and morally responsible for her well-being, but Hunt used his position to develop and exploit a "special" relationship with Pamela.

28. Hunt used his position as a BCPS teacher to groom Pamela and other minors for sexual abuse. For example, Hunt made efforts to spend an inordinate amount of time alone with Pamela. 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.

29. BCPS teachers gathered at Hunt's residence and witnessed Hunt's inappropriate conduct with Pamela and other students.

30. The first overt act of sexual abuse occurred in or around fall of 1980. Pamela remained on school grounds for an afterschool tutoring session. When the session concluded, Pamela exited to the school parking lot. Unbeknownst to her, Hunt lingered there after school. Hunt approached and insisted that he would drive her home. He left no room for Pamela to decline

his offer. Despite Pamela's disagreement, Hunt drove her to his residence, located at 3406 Taney Road, Baltimore, MD 21215.

31. When the two arrived at Hunt's house, Pamela asked to go home. In an attempt to get Pamela to relax, Hunt offered her a cigarette. Pamela was not aware that Hunt offered a cigarette covertly laced with an illicit substance. After ingesting the substance, Pamela then felt a wave of sedation wash over her, prompting her to ask to go home again. Pamela lost consciousness, only to regain awareness as Hunt used force to penetrate her with his genitals. Pamela was shocked, distressed, and disoriented while trying to escape, in disbelief that her teacher raped her. As a manipulative tactic and attempt to shame Pamela for his abuse, Hunt silenced Pamela. He told Pamela not to tell anyone because the Calverton community would shame her.

32. During this rape, Hunt impregnated Pamela, then 14 years old.

33. Pamela tried to physically distance herself from Hunt, but she soon discovered that she was pregnant with his child.

34. Once Pamela's mother uncovered the pregnancy, she reported Hunt's actions to Calverton's administration. Pamela sat where she could clearly overhear her mother's irate tone. Her mother and Defendant's administrator spoke loud enough, and the room was small enough to hear their argument. Pamela's mother demanded to know how the administration allowed such a grievous violation to occur against her daughter; how Defendant's administration allowed Hunt to rape and impregnate a student. The principal did not take her complaint seriously. Pamela's mother called numerous times after the administrator ignored her.

35. Defendant made no efforts to protect Pamela from future harm, but instead, allowed Hunt to remain at Calverton.

36. Defendant's administrators retained Hunt instead of complying with their moral and legal duties to report him to the authorities.

37. Pamela could not avoid Hunt on school grounds. The second overt act of sexual abuse occurred in Hunt's classroom during school hours. Noticing Pamela's avoidance, Hunt confronted her. In an act of retaliation, Hunt closed in on Pamela, pressing her against the classroom wall. Hunt then groped Pamela's intimate areas, forcing his tongue into her mouth.

38. During school hours, Hunt conspired with another Calverton teacher. Hunt entered his colleague's classroom shortly after the lesson concluded. Though all other students departed, the two assailants instructed Pamela to remain. Hunt and his co-conspirator cornered Pamela and molested her.

39. Hunt was inescapable. He retaliated against Pamela's efforts to create distance. On another school day, Hunt confined Pamela in the corner of the hallway and fondled her intimate areas.

40. In or around Spring of 1980, Pamela transferred to the Paguin School, an alternative public school for pregnant and parenting mothers.

41. Once Pamela gave birth to her daughter, she resumed attendance at Calverton in or around October of 1980. When she returned, Calverton's principal apologized for the sexual abuse that occurred and transferred Pamela to a neighboring school.

42. Hunt remained employed at Calverton.

43. The abuse continued off school property. After Pamela gave birth to her daughter, Hunt cornered her in a restroom. He then made nonconsensual contact with Pamela, rubbing his genitals against her face. On this occasion, Pamela was only 17 years old.

44. Defendant retained Hunt as an employee, despite withholding his income for child support payments to Pamela.

45. As a direct result of Defendant's conduct, Pamela 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;

d. Loss of income/ and or loss of earning capacity.

**COUNT I**  
**Intentional Tort Ratification**

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

47. Defendant ratified Hunt's intentional 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.

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

49. Defendant failed to disaffirm Hunt's actions even with the knowledge that he assaulted and impregnated Plaintiff and another 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.").

50. 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.

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

52. Defendant acquiesced to Hunt's intentional improper conduct and allowed the abuse to occur on its property. Defendant allowed Hunt to facilitate afterschool activities with knowledge of his propensity towards child abuse.

53. 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.

54. Defendant had knowledge of all material facts concerning Hunt's conduct.

55. 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**

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

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

58. 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.’”).

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

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

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

62. Defendant had a special duty to protect Plaintiff, especially after they received notice that her special education teacher raped and impregnated her.

63. 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.

64. 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.

65. 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.

66. 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.

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

68. 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.

69. 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.

70. 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.

71. All of 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, jointly and severally, 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 or Around Winter Of 1980**

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

73. 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.

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. 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.

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

77. 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;
- d. and failing to timely terminate Hunt when his unfitness became known.

78. 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.

79. All of 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 in Calverton Classroom Around Winter Of 1980**

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

81. 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.

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

83. 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.

84. As a direct and proximate result of Defendant's negligence, Plaintiff suffered and continues to suffer severe psychological and emotional injuries. Defendant had a duty to exercise reasonable care in hiring, retaining, and supervising their employees and agents, including Hunt.

- 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; and
- c. Retaining Hunt in a position of authority and trust despite knowledge of his inappropriate behavior with minors; and failing to timely terminate Hunt when his unfitness became known.

85. 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.

86. All of 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 Sexual Abuse Occurring in Calverton Stairwell Around Winter of 1980**

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

88. Defendant's administrators were aware of Hunt's conduct and retained him as an employee.

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

90. 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.

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

92. 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.

93. 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.

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

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

**COUNT VI**  
**Negligence For Sexual Abuse in Calverton Hallway Occurring Around Winter of 1980**

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

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

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

98. 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.

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

100. 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; and
- c. Retaining Hunt in a position of authority and trust despite knowledge of his inappropriate behavior with minors; and failing to timely terminate Hunt when his unfitness became known.

101. 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.

102. All of 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**  
**Negligence For Subsequent Sexual Abuse in Calverton Classroom Occurring Around Winter of 1980**

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

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

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

106. 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 investigate other inappropriate conduct by Defendant's other agents;
- c. Failing to investigate the potential involvement of other faculty as co-conspirators is sexual misconduct;
- d. Failing to adequately supervise and monitor Hunt's interactions with Plaintiff;
- e. Failing to report the abuse as required by Maryland law;
- f. Failing to take appropriate action in response to reports of Hunt's abusive behavior;
- g. Placing their specific interests above the safety and well-being of Plaintiff and other minor students; and
- h. Aiding, abetting, and conspiring with Hunt to conceal his actions.

107. As a direct and proximate result of Defendant's negligence, Plaintiff suffered and continues to suffer severe psychological and emotional injuries. 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 education teacher;
- b. Failing to properly screen all other employees before hiring them to work with minors;
- c. Failing to adequately supervise and monitor Hunt's behavior and interactions with minor students;
- d. Retaining Hunt in a position of authority and trust despite knowledge of his inappropriate behavior with minors;

- e. Failing to terminate Hunt when his unfitness became known;
- f. Retaining known perpetrators in a position of authority and trust despite knowledge of inappropriate behavior with minors; and
- g. Failing to terminate unfit employees in a timely manner.

108. 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.

109. All of 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 VIII**  
**Constructive Fraud**

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

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

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

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

114. Plaintiff and her mother placed confidence and trust in Defendant. Defendant accepted that confidence, exercising dominion and influence over Plaintiff and her mother. In turn, Defendant violated its trust and confidence which arose from their established relationship. Plaintiff relied on trust and confidence established through nondisclosure. 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, escort her in his car, purchase gifts and food, or groom Plaintiff. MPJI-CV: 11:5

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

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

117. All of 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 IX**  
**Breach Of Fiduciary Duty**

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

119. Hunt was Plaintiff's special education teacher and assumed the role as 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.

120. 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.

121. 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.

122. 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.

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

124. 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. 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.

125. 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.

126. All of 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**

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

128. 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, duty to not mislead Plaintiff, and a duty to serve Plaintiff's interests.

129. Defendant breached its duty 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; and
- e. Refusing to report Hunt to law enforcement; and
- f. Aiding, abetting, and conspiring with Hunt to conceal his actions.

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

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

132. Defendant knew that that Hunt was a child abuser and had no reasonable grounds to conceal Hunt's conduct.

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

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

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

136. 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.

137. All of 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**

138. Plaintiff incorporates the allegations set forth above.

139. 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.

140. 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 Plaintiff and another 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; and
- 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 egregious conduct.

141. 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 of the above conduct warrants punitive damages.

Respectfully submitted,

**MURPHY, FALCON & MURPHY, P.A.**



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William H. Murphy, Jr. (AIS #6912010153)  
Janai N. Woodhouse (AIS #2305250078)  
1 South Street, Suite 3000  
Baltimore, Maryland 21202  
Telephone: (410) 539-6500  
Facsimile: (410) 539-6599  
billy.murphy@murphyfalcon.com  
janai.woodhouse@murphyfalcon.com

**JURY TRIAL DEMAND**

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



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