

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

CASE NO. :

JANE DOE NO. 50, by and through
MOTHER DOE, as her
parent and natural guardian, and
MOTHER DOE, individually,

Plaintiff,

vs.

CHARTER SCHOOLS USA, INC., RENAISSANCE,
CHARTER SCHOOL, INC., and CHARTER
SCHOOLS USA AT KEYS GATE, L.C.;

Defendants.

COMPLAINT

Plaintiff, JANE DOE NO. 50, by and through MOTHER DOE as parent and natural guardian, and MOTHER DOE individually, bring this Complaint against Defendants, CHARTER SCHOOLS USA, INC., RENAISSANCE CHARTER SCHOOL, INC., and CHARTER SCHOOLS USA AT KEYS GATE, L.C., as follows:

PARTIES AND JURISDICTION

1. This is an action for damages caused to a 16 year old girl who was sexually assaulted by two high school football players in the Dean of Students' office during school hours at KEYS GATE CHARTER HIGH SCHOOL.

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2. This action seeks damages in an amount not less than \$5 million, which is in excess of the \$15,000 jurisdictional minimum of this Court, exclusive of interest, costs, and attorneys' fees.

3. Plaintiff JANE DOE NO. 50 (hereafter "JANE DOE") is a minor child and a resident of Miami-Dade County, Florida. MOTHER DOE is *sui juris* and an adult resident of Miami-Dade County, Florida. She is the mother and natural guardian of JANE DOE.

4. Defendant CHARTER SCHOOLS USA, INC. (hereafter "CHARTER SCHOOLS USA") is a Delaware for-profit corporation whose principal place of business is in Fort Lauderdale, Florida.

5. Defendant CHARTER SCHOOLS USA AT KEYS GATE, L.C., is a Florida Limited Liability Company whose principal address is in Fort Lauderdale, Florida.

6. Defendant RENAISSANCE CHARTER SCHOOL, INC., is a Florida non-profit corporation, with its principal address in Fort Lauderdale, Florida.

7. During the relevant time period, CHARTER SCHOOLS USA, CHARTER SCHOOLS USA AT KEYS GATE, L.C., and RENAISSANCE CHARTER SCHOOL, INC. owned, operated, maintained, and/or staffed KEYS GATE CHARTER HIGH SCHOOL, located at 2325 Southeast 28th Avenue, Homestead, Florida. (Hereinafter, CHARTER SCHOOLS USA, INC., CHARTER SCHOOLS USA AT KEYS GATE, L.C., and RENAISSANCE CHARTER SCHOOL, INC., shall be collectively referred to as "KEYS GATE CHARTER HIGH SCHOOL" or the "CHARTER SCHOOL").

8. The tortious acts described in this Complaint occurred at KEYS GATE CHARTER HIGH SCHOOL located in Homestead, Florida.

9. Venue properly lies in this judicial circuit in that Defendants regularly conduct business in this judicial circuit, and the torts described herein were committed in this judicial circuit.

FACTUAL ALLEGATIONS

10. This is an action for injury to the Plaintiffs arising from the sexual assault of JANE when she was a 16 years old student at KEYS GATE CHARTER HIGH SCHOOL. At the time of the filing of this Complaint, JANE is 17 years old.

11. T.F., a male, was an 18 year old student at KEYS GATE CHARTER HIGH SCHOOL at the time of the sexual assault described below.

12. R.G., a male, was a student at KEYS GATE CHARTER HIGH SCHOOL at the time of the sexual assault described below.

13. Upon information and belief, T.F. and R.G. were given preferential treatment by CHARTER SCHOOL staff due to their status as football players. T.F. and R.G. were freely allowed to wander the hallways of KEYS GATE CHARTER HIGH SCHOOL, and entered and exited classrooms, offices and restricted areas whenever they desired.

14. JANE began attending KEYS GATE CHARTER HIGH SCHOOL in the 9th grade during the 2011-2012 school year.

15. During the 2012-2013 school year, T.F. and R.G. began to continually harass JANE at KEYS GATE CHARTER HIGH SCHOOL. T.F. and R.G. frequently entered her classroom while

class was in session in order to harass JANE. On several occasions, the two boys sexually harassed JANE, asking her to leave her classroom to engage in sexual activities. On at least one occasion, the two boys told JANE to meet them in the bathroom. Jane refused all of these advances.

16. On or about April 15, 2014, Jane was using the restroom at KEYS GATE CHARTER HIGH SCHOOL in between her scheduled classes. No one was in the restroom when she entered her stall.

17. R.G. entered the restroom and yelled JANE'S name. R.G. then opened JANE'S stall door, grabbed JANE by the arm and demanded sex. R.G. pulled JANE out of the bathroom and into the CHARTER SCHOOL hallway. T.F. met R.G. and JANE in the hallway.

18. R.G. reiterated that he and T.F. wanted to have sex with JANE. JANE said no but R.G. persisted.

19. T.F. told R.G. that he was going to retrieve the keys to CHARTER SCHOOL Dean of Students Jamaal Fairley's office from Jamaal Fairley himself. T.F. told R.G. to hold JANE while he went to retrieve the keys from Jamaal Fairley.

20. Dean of Students Jamaal Fairley is the brother of KEYS GATE CHARTER HIGH SCHOOL Assistant Athletic Director Jamie Fairely.

21. While he was waiting for T.F. to return, R.G. took JANE to the boys locker room. R.G. pulled out his penis and told JANE to "suck it." JANE was shocked, frightened and did not know how to react. R.G. forced his penis into JANE'S mouth.

22. T.F. returned with the keys to Jamaal Fairley's office and the two boys brought JANE to Jamaal Fairley's office.

23. In the office, T.F. and R.G. forced Jane to perform oral sex on them at the same time. The boys took turns receiving oral sex and at one point the two boys stuck their penises inside her mouth at the same time. R.G. and T.F. attempted to choke Jane by pushing their penises as far into her mouth as possible. R.G. and T.F. each ejaculated into Jane's mouth.

24. R.G. and T.F. threatened JANE not to tell anyone about the incident or they would sexually assault her again.

25. As a result of the sexual assault of JANE by R.G. and T.F., JANE has suffered severe psychological, emotional and physical injuries, and emotional distress arising out of the physical injuries, pain and suffering, mental anguish, inconvenience, loss of capacity for the enjoyment of life, inability to lead a normal life, shame, humiliation and regression. The injuries and damages are permanent and continuing in nature.

COUNT I – NEGLIGENCE
(Against All Defendants)

26. Plaintiff repeats and realleges paragraphs 1 through 25 above.

27. Defendants were in a special relationship with R.G. and T.F., such that they had a duty to control R.G. and T.F.'s conduct and exercise reasonable care in ensuring that they were safe and posed no threat of foreseeable harm, including sexual abuse, to female students, including JANE.

28. Defendants were in a special relationship with JANE of school-student, in which Defendants had a duty to protect JANE from foreseeable harm, including sexual assault.

29. At all relevant times, Defendants knew or should have known that R.G. and T.F. posed a foreseeable risk of sexual abuse to JANE.

30. At all relevant times, Defendants owed a duty to control the behavior of R.G. and T.F., particularly on CHARTER SCHOOL premises to prevent foreseeable harms.

31. At all relevant times, Defendants owed a duty of reasonable care to protect JANE from foreseeable harms, including sexual abuse by R.G. and T.F.

32. At all relevant times, Defendants had a duty to implement policies and procedures reasonably calculated to protect its students from foreseeable harm due to sexual assault and abuse.

33. A school must not allow students to enter unsupervised areas reserved for teachers and staff.

34. A school must not grant special privileges and exceptions from discipline or consequences to popular athletes, who are thereby emboldened to bully, terrorize and assault other students.

35. A school must exercise direct supervision of students at all times when on school grounds.

36. Defendants breached their duty of care owed to JANE by failing to adequately supervise or control R.G. and T.F.; failing to adequately supervise or protect JANE; failing to

provide a safe and secure environment for JANE; and failing to warn JANE about the potential danger posed by R.G. and T.F.

37. In addition to the foregoing, Defendants breached their duty of care when Jamaal Fairley provided the keys to his office to R.G. and T.F., thereby giving R.G. and T.F. a secure, unsupervised location in which they could commit their sexual assaults on JANE.

38. Defendants breached their duty of care by failing to adopt or implement policies and procedures to prevent child sexual abuse of students.

39. Defendants breach their duty of care by failing to train school staff in the prevention of sexual assault.

40. As a direct and proximate result of these breaches, R.G. and T.F. sexually assaulted JANE, causing JANE injuries as stated above.

WHEREFORE, Plaintiff, JANE DOE NO. 50, demands judgment against Defendants, CHARTER SCHOOLS USA, INC., RENAISSANCE CHARTER SCHOOL, INC., and CHARTER SCHOOLS USA AT KEYS GATE, L.C., for compensatory damages, costs, and such other and further relief as this Court may deem appropriate.

COUNT II – LOSS OF CONSORTIUM
(Against all Defendants)

41. Plaintiff, MOTHER DOE, individually, repeats and realleges the allegations set forth in paragraphs 1 through 25, above.

42. As a result of Defendants' negligence and violation of JANE'S common law rights, MOTHER DOE has suffered and will suffer damages, including loss of comfort, companionship and

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society, and pecuniary losses, consisting of, without limitation, care and treatment of JANE and loss of earning arising therefrom.

43. The Defendants' acts and omissions were the direct and proximate cause of JANE suffering a permanent and total disability.

WHEREFORE, Plaintiff, MOTHER DOE, individually, demands compensatory damages for loss of consortium, costs, and such other and further relief as is just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial in this action.

Dated: November 6, 2014

Respectfully submitted,
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