

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF SOUTHAMPTON

[REDACTED],

[REDACTED],

v.

Case No. _____

ERICA SMITH-INGRAM,

Serve: 131 Lillie Lane
Gaston, NC 27832

ADONICA KEETON,

Serve: 1540 River Creek Crescent
Suffolk, VA 23434

THE SCHOOL BOARD OF THE CITY OF FRANKLIN, VIRGINIA

Serve: Dr. Willie J. Bell, Superintendent
City of Franklin Public Schools
207 W 2nd Avenue
Franklin, VA 23851

and

CITY OF FRANKLIN PUBLIC SCHOOLS,

Serve: Dr. Willie J. Bell, Superintendent
City of Franklin Public Schools
207 W 2nd Avenue
Franklin, VA 23851

Defendants.

COMPLAINT

Plaintiff [REDACTED], by counsel, for her Complaint against the Defendants Erica Smith-Ingram, Adonica Keeton, The School Board of the City of Franklin, Virginia and City of Franklin Public Schools, states as follows:

Parties

1. [REDACTED] (“[REDACTED]”) is a resident of Franklin, Virginia. At the time of the sexual assault described herein, she was 13 years old.

Southampton Co. Circuit Court
FILED THIS THE 31ST DAY
OF July 20 19 TIME
TESTE: RICHARD FRANCIS, CLERK
BY: KE D.C.

2. [REDACTED] and [REDACTED] (“[REDACTED] parents”) were financially responsible for the bills incurred for [REDACTED] treatment to address her injuries stemming from the sexual assault described herein.

3. On information and belief, in 2013, Erica Smith-Ingram ("Smith-Ingram") was employed by the School Board (as defined herein) as a science teacher and also separately employed by the School Board to serve as a "Varsity Volleyball Coach." At all times relevant to this Complaint, Smith-Ingram was acting within the scope of her employment as an agent and employee of the School Board.

4. On information and belief, in 2013, Adonica Keeton ("Keeton") was employed by the School Board as a Spanish teacher and also separately employed by the School Board to serve as "JV Volleyball Coach." On information and belief, Keeton is not currently employed by the School Board, but, at all times relevant to this Complaint, Keeton was acting within the scope of her employment as an agent and employee of the School Board.

5. On information and belief, the School Board of the City of Franklin, Virginia is a local school board of the Commonwealth of Virginia, which operates and supervises the City of Franklin Public Schools (collectively, the “School Board”).

6. On information and belief, the City of Franklin Public Schools is a school district comprised of schools within the City of Franklin, Virginia. The City of Franklin Public Schools are under the control of the School Board.

Common to All Counts

7. On information and belief, on or about August 26, 2013 and prior to the date that students reported to the City of Franklin Public Schools for the 2013-2014 school year, the

Franklin High School varsity and junior varsity girls' volleyball teams traveled by school bus to and from games against Northampton High School on Virginia's Eastern Shore.

8. On information and belief, or about August 26, 2013, the School Board owned the school bus operated used to transport Smith-Ingram, Keeton and the volleyball teams to and from Virginia's Eastern Shore.

9. Smith-Ingram and Keeton agreed to undertake and assumed the duties to supervise and care for the members of both volleyball teams for the entirety of the trip to and from the games against Northampton High School.

10. When the games were over, Smith-Ingram, Keeton, and the members of the varsity and junior varsity volleyball teams boarded the school bus to return to Franklin, Virginia.

11. As school officials, Smith-Ingram and Keeton had a duty to ensure that students can have an education in an atmosphere conducive to learning, free of disruption, and threat to person.

12. Whether considered teachers, coaches and/or supervisors, the Smith-Keeton and Keeton had a special legal relationship with the volleyball players under their supervision on the bus, including ██████████ that imposed a duty to be attentive, keep a watchful eye, control the players' conduct and to protect the players on the bus, including ██████████

13. As school officials, Smith-Ingram and Keeton had a duty to supervise and care for the players during the trip to and from the volleyball games by exercising reasonable care on the return bus trip.

14. As school officials, Smith-Ingram and Keeton had a duty to act as reasonably prudent persons would in supervising the players and preventing them from harming others, and

they had a duty to act as reasonably prudent persons in protecting the players from being harmed by their teammates.

15. During the bus ride back to Franklin, Smith-Ingram and Keeton sat in the front of the bus and willfully and completely failed to supervise and care for the players on the bus. On information and belief, Smith-Ingram and Keeton completely abandoned their duties (and did nothing to supervise or protect the players).

16. On information and belief, a group of approximately 5 or 6 volleyball players first made a concerted effort to sexually assault one or more of [REDACTED] teammates on the bus on the drive back from the games. Given the number of players involved and the movement and noise inherent in such circumstances, a reasonably prudent person in similar circumstances to Smith-Ingram and Keeton would have noticed the motion, the noises and the commotion resulting from the first assault(s) happening nearby within the moving school bus. Had they paid attention, this should have alerted them to an out of control situation, which would have caused reasonably prudent persons to be on a heightened lookout. A reasonably prudent person in similar circumstances to Smith-Ingram and Keeton should have known and would have known that [REDACTED] and other players, were in danger and would have supervised and cared for the players by taking steps to prevent further assaults.

17. Smith-Ingram and Keeton, however, took no actions during the bus trip to supervise or care for the players. They did nothing to respond to or stop the first sexual assault(s) and did nothing to protect the players, including [REDACTED], from further assaults on the bus.

18. After the first assault, the group of assailants attacked [REDACTED]. In addition to the noise and commotion generated by this second assault, at least one player held up a cell phone to illuminate the scene while a group of girls sexually assaulted [REDACTED].

19. As [REDACTED] was sexually assaulted against her will by 5 or 6 other players, Smith-Ingram and Keeton sat just rows away from the assault and did nothing to intervene and protect [REDACTED]. On information and belief, Smith-Ingram and Keeton never got up out of their seats, never looked behind them, never investigated, and never intervened in any way to supervise, control or protect the players.

20. Smith-Ingram and Keeton utterly failed to discharge their duties to supervise, control and protect the players as reasonably prudent persons would under similar circumstances.

21. When the School Board investigated the incident approximately a month later, the school principal called [REDACTED] into a school office, without her parents present, to be interviewed about the assaults, which only served to exacerbate [REDACTED] pain and suffering.

22. To make matters worse, during the school year - while [REDACTED] was a student in Keeton's Spanish class - Keeton intentionally changed her lesson plan to hold a general classroom discussion about the August 26, 2013 sexual assaults. Keeton's encouragement of a classroom discussion of the sexual assault of [REDACTED] in the presence of [REDACTED] herself - further exacerbated [REDACTED] trauma over the assault.

23. The School Board is liable for the negligent actions of Smith-Ingram and Keeton, who were at all times relevant to these allegations employees and agents of the School Board.

24. [REDACTED] have provided timely and proper statutory notice of their claims against the Defendants, including those required by Code § 15.2-209.

Count One - Negligence
(against all Defendants)

25. All prior paragraphs are incorporated and restated here as if fully set forth.

26. The Smith-Ingram and Keeton owed duties to ██████████

27. The Smith-Ingram and Keeton breached their duties by failing to supervise and care for ██████████ failing to maintain a proper environment on the bus, failing to keep a proper lookout, failing to prevent the assault on ██████████ and failing to protect ██████████

28. As a direct and proximate cause of Smith-Ingram's and Keeton's negligence, ██████████ suffered severe pain, humiliation, embarrassment, feelings of betrayal, shame, and fear that will continue with her for the rest of her life, and future medical expenses, and ██████████ parents incurred medical expenses on ██████████ behalf stemming from the assault.

Count Two - Gross Negligence
(against all Defendants)

29. The foregoing paragraphs are incorporated herein as if fully set out herein.

30. The Smith-Ingram and Keeton owed duties to ██████████

31. The Smith-Ingram and Keeton breached their duties by failing to supervise and care for ██████████ failing to maintain a proper environment on the bus, failing to keep a proper lookout, failing to prevent the assault on ██████████ and failing to protect ██████████

32. The Smith-Ingram and Keeton were grossly negligent, exhibiting a complete neglect of the safety of the players.

33. As a direct and proximate cause of the Smith-Ingram and Keeton's gross negligence, ██████████ suffered severe pain, humiliation, embarrassment, feelings of betrayal, shame, and fear that will continue with her for the rest of her life, and future medical expenses,

and [REDACTED] parents incurred medical expenses on [REDACTED] behalf stemming from the assault.

Count Three - Willful and Wanton Negligence
(against all Defendants)

34. The foregoing paragraphs are incorporated herein by referenced as if fully set out herein.

35. The Smith-Ingram and Keeton owed duties to [REDACTED]

36. The Smith-Ingram and Keeton breached their duties by failing to supervise and care for [REDACTED] failing to maintain a proper environment on the bus, failing to keep a proper lookout, failing to prevent the assault on [REDACTED] and failing to protect [REDACTED]

37. The Smith-Ingram and Keeton were willfully and wantonly negligent, acting consciously in disregard of [REDACTED] rights and/or with a reckless indifference to the consequences to [REDACTED] under the circumstances.

38. As a direct and proximate cause of the Smith-Ingram and Keeton's negligence, [REDACTED] suffered severe pain, humiliation, embarrassment, feelings of betrayal, shame, and fear that will continue with her for the rest of her life, and future medical expenses; and [REDACTED] parents incurred medical expenses on [REDACTED] behalf stemming from the assault.

39. In addition to compensatory damages, [REDACTED] seeks \$350,000.00 in punitive damages for the willful and wanton negligence.

Jury Trial Demand

40. [REDACTED] demands a trial by jury for all issues so triable.

WHEREFORE, Plaintiff [REDACTED] by counsel, respectfully request that this Court enter an order:

1) awarding [REDACTED] judgment against the School Board of the City of Franklin, Virginia, the City of Franklin Public Schools, Erica Smith-Ingram and Adonica Keeton, jointly and severally, under Count 1 for negligence in the amount of \$4,000,000.00 in compensatory damages, plus court costs, and pre- and post-judgment interest beginning on August 26, 2013 until paid; and

2) awarding [REDACTED] judgment against the School Board of the City of Franklin, Virginia, the City of Franklin Public Schools, Erica Smith-Ingram and Adonica Keeton, jointly and severally, under Count 2 for gross negligence in the amount of \$4,000,000.00 in compensatory damages, plus court costs, and pre- and post-judgment interest beginning on August 26, 2013 until paid; and

3) awarding [REDACTED] judgment against the School Board of the City of Franklin, Virginia, the City of Franklin Public Schools, Erica Smith-Ingram and Adonica Keeton, jointly and severally, under Count 3 for willful and wanton negligence in the amount of \$4,000,000.00 in compensatory damages, \$350,000.00 in punitive damages plus court costs, and pre- and post-judgment interest beginning on August 26, 2013 until paid;

4) awarding [REDACTED] parents judgment against the School Board of the City of Franklin, Virginia, the City of Franklin Public Schools, Erica Smith-Ingram and Adonica Keeton, jointly and severally, for all medical and other expenses incurred for the benefit of [REDACTED] as a result of their negligence in an amount to be determined at trial; and

5) awarding [REDACTED] such other and further relief as this Court deems appropriate.

[REDACTED]
By: _____

Of Counsel

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