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JOHN DOE 21	:	NEW JERSEY SUPERIOR COURT
<i>Plaintiff,</i>	:	LAW DIVISON
	:	CAMDEN COUNTY
	:	
	:	CIVIL ACTION
v.	:	DOCKET NO.: CAM-L-
	:	
CHERRY HILL SCHOOL DISTRICT;	:	COMPLAINT; DEMAND FOR JURY
CHERRY HILL BOARD OF	:	TRIAL; DESIGNATION OF TRIAL
EDUCATION; DEFENDANT DOE 1-10;	:	COUNSEL; CERTIFICATION
REPRESENTATIVE OF THE ESTATE	:	PURSUANT TO <u>R.</u> 4:5-1; DEMAND
DEFENDANT DOE INSTITUTION 1-10	:	FOR PRODUCTION OF DOCUMENTS
	:	
<i>Defendants.</i>	:	

COMPLAINT-- CIVIL ACTION

Plaintiff, John Doe 21, by and through undersigned counsel, Abir Cohen Treyzon and Salo, LLP and Soloff & Zervanos, hereby states as follows in support of his complaint against above captioned Defendants as follows:

THE PARTIES

1. Plaintiff John Doe 21 is an adult citizen who currently resides in the state of Washington. Plaintiff was, at all relevant times, a minor who was a victim of childhood sexual abuse while a resident of New Jersey. Specifically, Plaintiff was a resident of Camden County, New Jersey during the period of childhood sexual abuse that is the subject of this Complaint. Plaintiff brings this action under a pseudonym pursuant to the authority of the New Jersey Child Sexual Abuse Act, N.J.S.A. § 2A:61B-1(f), *Doe v. Tris Comprehensive Mental Health, Inc.*, 298 N.J. Super. 677 (Law Div. 1996) and N.J. Court Rule 1.38-3(c)(12). Plaintiff's name and address are not disclosed herein because of his desire to keep confidential his identity and address. Plaintiff may be contacted by and through his undersigned counsel, identified herein.

2. At all times material, Defendant Cherry Hill School District (hereinafter also referred to as the "District") was and is an organization and/ or entity and/or educational institution which includes, but is not limited to, municipal corporations, decision making entities, officials, and representatives/agents/employees, organized and existing under the laws of the State of New Jersey with its principal place of business located at 45 Ranoldo Terrace, Cherry Hill, New Jersey.

3. At all times material, Defendant Cherry Hill Board of Education and School District and School District (hereinafter also referred to as the "Board") was and is a comprehensive community public school district in Cherry Hill, New Jersey, that serves students from pre-kindergarten through high school, including James Fenimore Cooper Elementary School ("Cooper Elementary" or "Cooper"), and was and is an organization and/ or entity and/or educational institution which includes, but is not limited to, municipal corporations, decision making entities, officials, and representatives/agents/employees, organized and existing under

the laws of the State of New Jersey with its principal place of business located at 45 Ranoldo Terrace, Cherry Hill, New Jersey.

4. At all times material, the District and/or the Board owned, operated, managed, directed, and controlled the public schools and all school premises within its district lines, including but not limited to Cooper Elementary.

5. At all times material, the District and/or the Board further administrated, hired, supervised, oversaw, controlled and managed all employees, including all teachers who were employed in the schools of the District, including Cooper Elementary School.

6. At all times material, the District and/or the Board further had the power to hire, appoint, supervise, monitor, and terminate each person working with children within its school district, including all teachers employed at Cooper Elementary School.

7. The Board operates under the supervision of the State Board and/or Commissioner of Education of the State of New Jersey, and is deemed a place/places of public accommodation as defined by N.J.S.A. § 10:5-5(1).

8. At all times material, the Board further had the responsibility to administer and supervise minor students at Cooper Elementary School, as well as to set and enforce rules and policies for the education and protection of students, including Plaintiff.

9. Individual Defendants in the above caption case identified as Defendant Does 1-10 (said names being fictitious, and hereinafter referred to as “Defendant Doe”), were, at all relevant times, employees and/or agents of the Defendant Cherry Hill, involved in the operation of the schools and/or Board and the administrating, hiring, admitting, assigning, retaining, and supervising of teachers, and/or individuals, including its former employee, teacher Otto Becken.

The identification of these individuals is not known by the Plaintiff at this time in the absence of discovery.

10. Institutional/corporate Defendants in the above-captioned case identified as Defendant Doe Institution 1-10 (said names being fictitious, and hereinafter referred to as “Defendant Doe Institution”) were, at all relevant times, incorporated and/or established associations, corporations, institutions, entities, schools, facilities, or other establishments that employed, hired, certified, assigned, retained, supervised, managed, oversaw, directed, administrated, and/or otherwise controlled one or more of the Defendants at or during all relevant times. These Defendant Doe Institutions were/are liable for their own failures, described herein, as well as vicariously and derivatively liable for the negligent conduct of the aforementioned Defendants under the theories of *respondeat superior*, master-servant, agency, and/or right of control. Defendant Doe Institutions 1-10 further employed, supervised, controlled and/or oversaw Otto Becken at Cooper Elementary School.

11. Defendants Does 1-10 and Doe Institutions 1-10 are fictitious entities and/or persons that supervised and/or operated the Cherry Hill School District and Board of Education which failed through their agents, servants, and employees to protect its minor students from sexual harassment, assault, and sexual abuse.

12. At all relevant times, Defendants were acting by and through themselves in their individual capacities, and/or additionally by and through their actual and/or ostensible/aided agents, servants, employees, which include entities and/or individuals over whom they had control or right of control.

13. At all material times hereto, the Defendants were acting by and through its duly authorized actual and/or apparent agents, servants, and employees their principals, vice

principals, school board, teachers, staff, supervisors, and/or team coaches and/or activity coordinators, acting within the course and scope of their actual and/or apparent agency and/or employment, or alternatively acting outside the course and scope of their agency and/or employment for which the Defendants are vicariously liable pursuant to the Law Against Discrimination and other controlling law as adopted by the New Jersey Supreme Court.

14. At all times material, Cooper Elementary School was and is an elementary school located at 1960 Greentree Road, Cherry Hill, New Jersey. The school is part of the District and Board (collectively referred to as “Defendant Cherry Hill”) and operates under the supervision and control of Defendant Cherry Hill.

JURISDICTION AND VENUE

15. This Court has jurisdiction over this matter because Defendants are New Jersey corporations with their principal places of business or similar entities in New Jersey and because the unlawful conduct complained of herein occurred in New Jersey.

16. Venue is proper in Camden County pursuant to N.J. Rule 4:3-2(a)(3), as Camden County is the county in which Defendants reside. In addition, events that are relevant to this action occurred within this County.

17. This matter is being brought within the statute of limitations pursuant to N.J.S.A. § 2A:14-2a and pursuant to the laws of the State of New Jersey, namely the common law, New Jersey Torts Claims Act, Child Sexual Abuse Act and Law Against Discrimination.

DEFENDANTS’ LEGAL DUTIES OWED TO PLAINTIFF

18. This lawsuit is about the Defendants, which operate an educational institution that owed special responsibilities and obligations to protect children and students from sexual abuse and sexual harassment and the complete and abject failures of that institution to fulfill

those responsibilities and obligations.

19. Defendants failed in their most basic legal duties to guard against a predator sexually abusing and sexually harassing not just one, but numerous minors. Defendants owed legal duties to Plaintiff to prevent incidents of sexual abuse and sexual harassment of him and other children at Cherry Hill Public Schools, as alleged more fully herein.

20. Defendants further had the authority and responsibility to address discrimination and harassment (sexual or otherwise) and to institute corrective measures, and who had actual or constructive knowledge of harassment and discrimination in the school, and who, despite such knowledge, failed to adequately prevent, protect against and/or otherwise respond to stop sexual harassment and sexual discrimination against students at Cooper Elementary School within the Cherry Hill School District, leading to damage and harm to the Plaintiff, as described herein.

21. Further, for the reasons outlined herein, Defendants allowed or permitted a sexually hostile educational environment to Plaintiff.

22. Defendants further were responsible for promulgation and enforcement of all policies, customs and practices for the schools and school district.

23. Defendants were empowered to supervise and control all employees and/or agents within the Board and/or District, including its former teacher Otto Becken.

24. Defendants had or should have had information regarding the sexual misconduct of employees and/or agents, including knowledge of pedophilia and/or sexually harassing and abusive conduct by teachers of elementary school students within the Board and/or District's business, including by Otto Becken, for the reasons outlined below.

25. In New Jersey, "School officials have a general duty to 'exercise reasonable supervisory care for the safety of students entrusted to them, and [are accountable] for injuries

resulting from failure to discharge that duty.” *Jerkins ex rel. Jerkins v. Anderson*, 922 A.2d 1279, 1285 (N.J. 2007) (quoting *Caltavuturo v. City of Passaic*, 307 A.2d 114, 117 (App. Div. 1973)).

26. Educators are required to "protect the children in their charge from foreseeable dangers, whether those dangers arise from the careless acts or intentional transgressions of others." *L.W. v. Toms River Reg'l Schs. Bd. of Educ.*, 915 A.2d 535 (2007).

27. “School personnel owe a duty to exercise reasonable care for the safety of students entrusted to them. This duty extends to supervisory care required or well-being as well as to the reasonable care for the student at school-sponsored activities...”. New Jersey Model Jury Charge (Civil) 5.32.

28. “The theory behind the duty is that the relationship between the child and school authorities is not a voluntary one but is compelled by law.” *Frugis v. Bracigliano*, 177 N.J. 250, 270 (2003). Because “[t]he child must attend school and is subject to school rules and discipline,” school officials “are obligated to take reasonable precautions for [the child’s] safety and well-being.” *Id.*

29. All Defendants stood *in loco parentis* to Plaintiff during the school day. Further, Plaintiff’s parents transferred to Defendants the power to act as guardian for Plaintiff during the school day.

**HIRING & EMPLOYMENT OF SIXTH GRADE TEACHER
OTTO BECKEN AT COOPER ELEMENTARY SCHOOL**

30. At all times material hereto, Otto Becken, was an employee, servant, or agent of Defendant Cherry Hill where he worked as a sixth-grade teacher and remedial reading teacher and who acted either within or outside of the scope of his aforementioned legal relationship with Defendants.

31. Otto Becken and/or each Defendant was and/or is the agent, sub-agent, volunteer, servant and/or employee of the other Defendants. Otto Becken and/or each Defendant was acting within the course and scope of his, her or its authority as an agent, sub-agent, volunteer, servant and/or employee of the District, the Board, and/or Defendant Does.

32. Alternatively, Becken and/or each Defendant was acting outside the course and scope of his/their agency and/or employment.

33. Before and during the 1982-1983 school year, Defendants knew and/or had reason to know that Otto Becken posed a risk to students and other male students, including Plaintiff, and yet permitted him to continue to serve as public school teacher in their school system and continued to expose children to unspeakable acts of sexual harassment and sexual abuse.

34. On or about 1970, Defendant Cherry Hill hired Otto Becken.

35. Beginning on or about May 15, 1971, Defendants conducted observations of Becken in the classroom.

36. Upon information and belief, the Cooper Elementary School Principal Lloyd Sandt and/or others observed, prior and subsequent to 1977, that Becken failed to draw an appropriate and safe line between himself, an adult, and his students, minor children.

37. Specifically, between 1970 and 1977, the Cooper Elementary School Principal Lloyd Sandt, as a supervisor, provided counseling to Becken and, according to Principal Sandt, his “theme for improvement to Mr. Becken over the years has been that he must draw a line between teachers and pupils and this implies the choice of subject matter, the choice of games, the choice of how far to go in many things.”

38. On or about February 4, 1977, among other observed acts, Otto Becken used

vulgar language and profanity with his 6th grade class and explained “what FUCK stood for: For Unlawful Carnal Knowledge.”

39. On or about March 7, 1977, an unidentified 6th grade female student, identified in this lawsuit as “Student B”, made complaints about Otto Becken being inappropriate and vulgar in her sixth-grade class.

40. On or about March 7, 1977, as a result of student B’s complaints, Principal Sandt once again “recommended [to Otto Becken] . . . that a clear line be drawn between teachers and pupils.”

41. Further, in addition to learning of his inappropriate and sexual misconduct, the Cherry Hill administration received actual notice that Becken’s inappropriate activities were harming students.

42. Specifically, on or about March 7, 1977, Principal Sandt counseled Becken about “drawing a line” between himself as teacher and his students because “we want the fun to be of a positive kind **not a kind that hurts the individual or embarrasses an individual.** When it reaches proportions like that it is no longer fun, **it is damaging to the ego, damaging to the self-concept** that we feel is vital to build up here.” (emphasis added).

43. Further, on or about March 7, 1977, Principal Sandt counseled Becken about improper subjects including “sexual matters” where Becken needs to “draw the line.”

44. Thus, by 1977, Defendants had actual knowledge that its 6th grade teacher, Otto Becken, was behaving inappropriately and sexually by discussing sexual matters with his students which resulted in harm.

45. A teacher’s acts of discussing sexual matters with sixth grade students to a point which, according to school personnel “crosses the line” and causes harm and “damage” to a

child(ren) is a form of child abuse.

46. Despite having a reasonable belief that a child, Student B, and/or other children in Becken's class were subjected to child abuse, Defendants failed to make a mandatory report of suspected child abuse to DYFS and/or law enforcement, as was required by New Jersey's mandatory reporting law, N.J.S.A. § 6-8.10 and/or a Memorandum of Understanding between the District and local law enforcement.

47. Also, by 1977, Defendants had actual and/or constructive knowledge that a sexually hostile educational environment existed within Becken's 6th grade class at Cooper Elementary School.

48. While employed as a teacher at Cooper, Becken had a reputation amongst staff for acting inappropriately with male students.

49. Thereafter, Defendants did nothing to remedy the sexually hostile educational environment or otherwise protect children against assaults, harassment and discrimination by Becken, resulting in his conduct and a sexually hostile educational environment to continue.

50. Consequently, because Becken faced no actual discipline or repercussions from Defendants, he was empowered and emboldened to continue his sexually abusive conduct in the 1982-1983 school year, knowing there would be no repercussions to him.

51. Despite observations, concerns, suspicions and reports over Becken's conduct with minor students, Defendants never fully investigated Becken or reported him to any authorities, including but not limited to DYFS and/or law enforcement, prior to 1984.

52. On March 9, 1984, Becken was charged with sexually assaulting two of his students, 12 year-old boys between the fall of 1983 and winter of 1984 during a lunchtime remedial reading program.

53. After Otto Becken's sexual misconduct with minor students within Cherry Hill schools was reported to the police, he was given the option of resigning instead of being fired.

54. In November 1984, Becken resigned from his position as a tenured teacher under a settlement reached with Defendants.

55. After his voluntary resignation, in March 1985, Otto Becken pleaded guilty to three counts of sexual assault.

56. In or about 2011, Otto Becken died in Pennsylvania.

57. At all relevant times, Otto Becken was acting as a teacher, employee, agent, servant, representative and/or ostensible/aided agent hired, certified, assigned, retained, supervised, managed, overseen, directed, administrated, and/or otherwise controlled by and for one or more of the Defendants and was engaged to perform services for the Defendants, was subject to the Defendants' oversight, supervision, management, direction, control, ostensible/aided control, and/or right to control the physical conduct required to perform such services.

58. At all relevant times, Otto Becken acted and/or failed to act negligently, recklessly and/or intentionally, either while in the scope of his duties or authority or outside the scope of his duties and authority such that Defendants are vicariously liable for his acts and omissions.

59. At all relevant times, Defendants are deemed negligent, reckless, grossly negligent, willful, wanton and/or otherwise responsible for the wrongdoing to the same extent as their employee, agent, servant, representative, and/or ostensible/aided agent, Otto Becken and all other employees and agents.

60. Defendants failed to take appropriate actions to protect Plaintiff and other

students against sexual harassment/abuse at Cooper Elementary School despite having constructive and/or actual notice of the past sexually harassing conduct, lewd conduct, inappropriate conduct and/or sexual abuse/assault by Otto Becken, all in violation of the rights guaranteed to Plaintiff by the laws of New Jersey.

61. Defendants were deliberately or recklessly indifferent to this conduct, as demonstrated by the specific failures described below, thereby exposing and continuing to expose students in general, and Plaintiff in particular, to a sexually hostile educational environment and discrimination.

62. Becken's misconduct and sexual abuse was known and/or should have been known to the Defendants. There were numerous times where Becken was directly observed to be inappropriately interacting with students and, in particular, male students.

63. Further, Becken repeatedly ate lunch alone with male students in his classroom, had male students regularly sit on his lap, touched male students, lifted up the shirts of male students and spent an inordinate and inappropriate amount of time with them. Becken was frequently observed to be alone in classrooms with male students, including during lunch and at other times when there would be no reason for him to be alone with a male student.

64. Plaintiff further asserts claims pursuant to the New Jersey Law Against Discrimination ("LAD") because Defendants knew or should have been aware of the misconduct and sexual harassment committed by Otto Becken and created and/or allowed a sexually hostile educational environment and permitted discrimination on the basis of gender.

65. Defendants, through their actions and inactions described herein, and through a pattern of deliberate and/or reckless indifference, created and permitted a severe, pervasive, and persistently sexually hostile environment, in violation of New Jersey's Law Against

Discrimination (“LAD”).

66. The indifference of Defendant Cherry Hill to the risks posed by Otto Becken and its affirmative acts created and/or permitted the opportunity for Otto Becken to commit and/or attempt to commit sexual abuses/assaults of Plaintiff and others between 1982-1983 and during other times, which resulted in a sexually hostile educational environment.

67. Defendants engaged in, joined in, conspired with and were complicit with Becken and the other wrongdoers in carrying out the tortious and unlawful activities described in this Complaint, and the Defendants further ratified the acts of Otto Becken and/or other Defendants.

FACTUAL ALLEGATIONS OF PLAINTIFF JOHN DOE 21

68. Between 1977 and 1983, Plaintiff John Doe 21 was a student at Cooper Elementary School.

69. In the 1982-1983 school year, Plaintiff John Doe 21 (ages 11-12) was in the sixth grade.

70. At all relevant times, Becken supervised Plaintiff John Doe 21 in his role as a teacher.

71. Plaintiff Doe 21 suffered extraordinary and severe harm due to his repeated observations of sexual abuse of multiple students by Otto Becken and Becken’s sexual abuse of Doe 21 on at least three occasions during this school year.

72. Becken’s sexual abuse of Plaintiff Doe 21, placed Plaintiff Doe 21 and his direct observations of sexual abuse of others placed him in fear of immediate physical harm and in the “zone of danger” of Becken’s misconduct.

73. In particular, Becken openly tickled Doe 21 and fondled Plaintiff Doe 21’s

genitals on multiple occasions in the classroom.

74. Doe 21 further observed Becken touch and fondle the genitals of other male classmates, at times when his classmates were forced to sit on Becken's lap.

75. This misconduct occurred frequently and regularly in Becken's class.

76. Faculty members, administration and students observed Becken engage in inappropriate sexual conduct and private meetings in the classroom with minor boys but did nothing to stop what was inappropriate conduct with his students.

77. Consequently, Doe 21 was placed into a sexually hostile educational environment at Cooper, which the Defendants failed to correct and to properly address despite their actual and/or constructive knowledge thereof and due to the negligence, gross negligence, recklessness, willful and/or wanton conduct outlined below.

78. As a result of Becken's molestation of Plaintiff Doe 21 and other students, Doe 21 was placed in reasonable fear of immediate personal physical injury to himself which caused him substantial bodily and emotional injury. *Falzone v. Busch*, 45 N.J. 559, 569; 214 A.2d 12, 17 (1965).

79. Defendants herein are directly and vicariously liable to Plaintiff Doe 21 for injuries sustained as a result of negligence, gross negligence, outrageous conduct, and reckless misconduct, as described further herein, of persons or entities whose conduct was under their control, or right to control which conduct directly and proximately caused all Plaintiff's injuries.

80. As a direct and proximate result of Defendants' failures, acts and/or omissions described in detail herein, John Doe 21 was sexually harassed, sexually assaulted and has sustained in the past and will sustain in the future physical injury, pain and suffering, serious and severe psychological and emotional distress, mental anguish, embarrassment and humiliation

which includes but is not limited to: anxiety resulting in physical symptoms for many years, which are likely to be permanent in nature and which necessitate medical care and counseling.

81. As a result of the harm perpetrated by Defendants and Becken, Doe 21 has incurred significant past loss of wages and future loss of earning capacity, which may be permanent.

82. Doe 21's injuries and/or damages were caused solely by the failures, acts and/or omissions of the Defendants, as set forth more fully herein, and were not caused or contributed thereto by any failures on the part of Doe 21.

83. Plaintiff Doe 21 brings this action within the applicable statute of limitations as contained within New Jersey's Child Victims Act and he has not reached age 55.

**COUNT I – NEGLIGENCE, NEGLIGENT SUPERVISION, NEGLIGENT HIRING,
NEGLIGENT RETENTION, WILLFULNESS, WANTONNESS, GROSS
NEGLIGENCE & RECKLESSNESS**

Plaintiff v. Defendants

84. Plaintiff incorporates by reference the averments contained above and below as though fully set forth herein at length.

85. Defendants, through its agents, knew or should have known in the exercise of reasonable care and supervision that Becken was engaging in the sexual abuse and/or sexual harassment of his students, and failed to intervene to either: prevent the abuse; prevent his unfettered access to children; and/or terminate him.

86. Defendants acted negligently, grossly negligently, willfully, wantonly and/or recklessly, resulting in the injuries to Plaintiff for which damages are sought, based upon the following:

- a. Negligently, grossly negligently, willfully, wantonly and/or recklessly hiring teacher Otto Becken;

- b. Negligently, grossly negligently, willfully, wantonly and/or recklessly supervising teacher Otto Becken;
- c. Negligently, grossly negligently, willfully, wantonly and/or recklessly retaining teacher Otto Becken;
- d. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to properly investigate complaints of sexual abuse, inappropriate behavior and/or other abusive behavior by Becken;
- e. Negligently, grossly negligently, willfully, wantonly and/or recklessly screening teachers, reading instructors, employees, agents, servants, representatives, and ostensible/aided agents adequately before placing them in close contact with children;
- f. Negligently, grossly negligently, willfully, wantonly and/or recklessly training staff to prevent against the risk of sexual assault and sexual harassment of students, including but not limited to training to: identify signs of child molestation or inappropriate sexually related behavior to; and report suspected child abuse;
- g. Negligently, grossly negligently, willfully, wantonly and/or recklessly supervising the Plaintiff while he was a student entrusted to Defendants' care and supervision, and while Defendants stood *in loco parentis* to Plaintiff;
- h. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to exercise due care under all circumstances;
- i. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to adopt adequate policies and procedures for preventing sexual assault and sexual harassment on the premises;
- j. Alternatively, negligently, grossly negligently, willfully, wantonly and/or recklessly failing to implement and/or comply with such policies, as described in above, which had been adopted;
- k. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to prohibit harmful and inappropriate contact between staff and children, particularly between Becken and minor children;
- l. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to report Becken's known and/or suspected sexual abuse and harm of students in violation of N.J.S.A. § 9:6-8.10;
- m. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to report criminal activity, including child abuse, to appropriate law enforcement agencies in violation of its legal duties described herein and in violation of the

controlling Memorandum of Understanding/Memorandum of Agreement entered with law enforcement;

- n. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to train employees in the proper reporting obligations of known or suspected abuse of minors;
- o. Violation of duties imposed by law pursuant to the Restatement, Second, of Agency, §§ 213, 219 as adopted in New Jersey;
- p. Negligently, grossly negligently, willfully, wantonly and/or recklessly providing “cover” and/or rationalizations for Becken’s inappropriate/abusive misconduct by applying euphemistic and false designations to and/or contrived and imagined explanations for their conduct and/or the reasons for same;
- q. Negligently, grossly negligently, willfully, wantonly and/or recklessly minimizing, ignoring or excusing inappropriate or questionable behavior and/or misconduct by teachers, reading instructors, employees, agents, servants, representatives, and ostensible/aided agents over a period of months, years and/or decades;
- r. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to properly and/or adequately warn parents, children, and/or the public at large, including, but not limited to, Plaintiff and similarly situated children, and their parents and/or family members, regarding the inappropriate behavior and/or misconduct of Otto Becken, other Defendants, and/or other abusive teachers, reading instructors, employees, agents, servants, representatives, and/or ostensible/aided agents, despite knowledge of the dangers they presented and the harmful and complicit culture and environment created by such failures to warn;
- s. Negligently, grossly negligently, willfully, wantonly and/or recklessly assigning employees, agents, servants, representatives, and/or ostensible/aided agents known to have engaged in questionable and/or inappropriate behavior or misconduct and/or known to be pedophiles and/or sexual predators, including but not limited to, Otto Becken, and/or other Defendants, to a position in the business where said individual(s) had/have regular contact with children;
- t. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to provide a safe environment and protective culture to children within its schools;
- u. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to observe, manage, direct, oversee, and supervise the relationship between Plaintiff and Otto Becken;
- v. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to have proper and effective policies and procedures to require adequate observation, management, oversight, and supervision of the relationship between Plaintiff and Otto Becken, and/or other Defendants;

- w. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to recognize Otto Becken's conduct and behavior prior to the events in question and/or as described herein as creating a risk of sexual abuse toward children, including, but not limited to, Plaintiff;
- x. Negligently, grossly negligently, willfully, wantonly and/or recklessly failing to have proper policies and procedures to require adequate observation, management, oversight, and supervision of Plaintiff and Otto Becken, and/or other Defendants;
- y. Negligence, gross negligence, willful, wanton and/or reckless acts or omissions as may be proven from facts now exclusively in the possession of Defendants, which may be ascertained after the filing of this Complaint; and
- z. Vicarious liability for Becken's acts of assault, battery, sexual abuse and/or sexual harassment.

87. As a direct and proximate result of the Defendants' breaches and failures outlined herein, Plaintiff was caused injuries and damages due to sexual assaults and/or attempted sexual assaults, and sexual harassment, as outlined more specifically above.

88. Plaintiff seeks damages in every count of this complaint for, *inter alia*, past and future physical and emotional trauma, past and future diminished enjoyment of life, past and future medical costs and expenses, as well as punitive damages pursuant to the Punitive Damages Act, N.J.S.A. § 2A:15-5.9 *et seq.*, as specifically sought and outlined herein.

WHEREFORE, Plaintiff demands judgment against Defendants as outlined herein, jointly and severally, with all other Defendants and individually and collectively for damages, punitive damages, interest, costs of suit, and such other remedies as seen fit by this Court.

**COUNT II – VIOLATIONS OF THE LAW AGAINST
DISCRIMINATION, N.J.S.A. § 10:5-1 *ET SEQ.***

Plaintiff v. Defendants

89. Plaintiff incorporates by reference the averments contained above and below as though fully set forth herein at length.

90. Despite Defendants' actual and/or constructive knowledge of Otto Becken's

sexually inappropriate and harassing conduct, Defendants failed to reasonably protect Plaintiff, against sexually harassing conduct on the basis of his gender, male, and permitted a sexually hostile education environment.

91. Such failures created an intimidating, offensive or hostile educational environment for Plaintiff.

92. Such failures led to Plaintiff's damages due to discrimination and the creation or permission of a sexually hostile educational environment.

93. Plaintiff brings an action for violation of N.J.S.A. § 10:5-1, *et seq.*, Law Against Discrimination ("LAD").

94. LAD provides, *inter alia*, that it is unlawful to subject any person to discrimination or harassment on the basis of sex or gender or otherwise causing sexual assault or sexual harassment.

95. Defendants are vicariously liable for the actions and/or inactions of its supervisory employees, including Becken, Principal Sandt and others.

96. Plaintiff was a victim of sexual abuse and/or sexual harassment perpetrated by a supervisor, teacher Otto Becken, and thus subjected to harassment on the basis of their gender, male.

97. Defendants knew, or should have known, of the harassment and taken effective remedial measures to stop it.

98. Defendants violated New Jersey's Law Against Discrimination, contained within N.J.S.A. § 10:5-1 *et seq.* and such failures created and permitted a severe and pervasive sexually hostile educational environment, as well as resulted in discrimination.

99. The sexual harassment created or permitted by these Defendants of Plaintiff was

so severe such that any reasonable person would believe that the conditions of education were altered and that the educational environment was intimidating, hostile, offensive or abusive.

100. As a direct and proximate result of the breaches and failures of the Defendants outlined herein, Plaintiff was caused to suffer bodily injury, severe emotional distress/injury, injuries which are likely to be permanent in nature, and denial of the full education he was entitled to receive.

101. As a direct and proximate result of the breaches and failures by these Defendants, Plaintiff was caused to suffer bodily injury, emotional distress/injury, injuries which are likely to be permanent in nature and denial of the full education each was entitled to receive.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, together with interest, attorneys' fees, punitive damages and costs of suit, and such other remedies as this Honorable Court deems equitable, just and proper.

**COUNT III – VIOLATION OF N.J.S.A. § 2A:61B-1 *ET SEQ.*,
NEW JERSEY CHILD SEXUAL ABUSE ACT**

Plaintiff v. Defendants

102. Plaintiff incorporates by reference the averments contained above and below as though fully set forth herein at length.

103. Defendants are “persons” within the meaning of N.J.S.A. § 2A:61B-1.

104. Defendants, jointly and severally, violated N.J.S.A. § 2A:61B-1, *et seq.* in sexually assaulting and/or abusing and/or permitting the sexual abuse of plaintiff when he was a minor, as “passive abusers.”

105. Defendants all acted as guardians to Plaintiff and stood *in loco parentis* to Plaintiff while he was a minor in their exclusive care, custody, and/or control.

106. Plaintiff seeks all damages available under N.J.S.A. § 2A:61B-1 *et seq.*, including, but not limited to, compensatory damages, punitive damages, costs of suit, reasonable attorney's fees, and such other relief as this Honorable Court deems equitable, just, and proper.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, together with interest, attorneys' fees, and costs of suit, and such other remedies available pursuant to N.J.S.A. § 2A:61B-1, *et seq.*, as this Honorable Court deems equitable, just and proper.

COUNT IV – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

Plaintiff v. Defendants

107. Plaintiff incorporates by reference the averments contained above and below as though fully set forth herein at length.

108. As a direct and proximate result of Defendants' negligence, breaches, and failures, as herein described, which led to the sexual abuse and/or sexual harassment by Otto Becken, Plaintiff was caused to sustain severe emotional distress and suffering.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, together with interest and costs of suit, and such other remedies as this Honorable Court deems equitable, just and proper.

COUNT V – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

Plaintiff v. Defendants

109. Plaintiff incorporates by reference the averments contained above and below as though fully set forth herein at length.

110. Defendants' employee and agent, Otto Becken, acted intentionally in performing

acts of sexual harassment, assault, and abuse on Plaintiff, intending to produce emotional distress, or alternatively, acting in deliberate disregard of a high probability that emotional distress would follow.

111. Defendants acting on their own and/or through their agents and employees, Otto Becken and others, acted intentionally and/or recklessly in performing acts of sexual harassment, assault, and/or abuse on Plaintiff, intending to produce emotional distress or, alternatively, acting in deliberate disregard of a high probability that emotional distress would follow.

112. Defendants' actions were extreme and outrageous in character and so extreme in degree as to go beyond all possible bounds of human decency.

113. As a direct and proximate result of the breaches and failures of Defendants, outlined herein, Plaintiff was caused to suffer bodily injury, emotional distress/injury, and injury which is likely to be permanent in nature.

114. Plaintiff's emotional distress was so severe that no reasonable person could be expected to endure such distress.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, together with interest, punitive damages and costs of suit, and such other remedies as this Honorable Court deems equitable, just and proper.

COUNT VI – BREACH OF FIDUCIARY DUTY

Plaintiff v. Defendants

115. Plaintiff incorporates by reference the averments contained above and below as though fully set forth herein at length.

116. By virtue of their status as educational and/or adult authorities, Defendants bore a fiduciary relationship to Plaintiff and other children and persons within and/or affiliated,

employed, and/or near the business.

117. Defendants owed fiduciary duties to avoid harming Plaintiff and other children and to protect him from harm at the hands of employees, agents, servants, representatives, and/or ostensible/aided agents hired, certified, assigned, retained, supervised, managed, overseen, directed, administrated, and/or otherwise controlled by and for said Defendants.

118. Defendants breached their fiduciary duties by acting or failing to act in accordance with their fiduciary duties and/or as alleged throughout this Complaint.

119. As a direct and proximate result of the breaches and failures of Defendants, outlined herein, Plaintiff was caused to suffer bodily injury, emotional distress/injury, and injury which is likely to be permanent in nature.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, together with interest, punitive damages and costs of suit, and such other remedies as this Honorable Court deems equitable, just and proper.

ABIR COHEN TREYZON AND SALO, LLP

By: /s/ Derek T. Braslow
Derek T. Braslow, Esquire
Attorney for Plaintiff, John Doe 21

DATED: April 29, 2025

SOLOFF & ZERVANOS

BY: /s/ Jeffrey P. Fritz
Jeffrey P. Fritz, Esquire
Attorney for Plaintiff, John Doe 21

DATED: April 28, 2025

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Jeffrey P. Fritz, Esquire and Derek T. Braslow, Esquire, are hereby designed as trial counsel in this action.

JURY DEMAND

PLEASE TAKE NOTICE, Plaintiff demands a trial by jury as to all issues in the above matter.

NOTICE PURSUANT TO RULES 1:5-1(a) and 4:17-4(c)

Please take notice that the undersigned attorneys, counsel for the Plaintiff, do 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 material referred to therein, upon the undersigned attorneys and please take notice that this is a continuing demand.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to R. 4:10-2(b) demand is hereby made that Defendants disclose to the undersigned whether there are any insurance agreements or policies under which any person of firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment. This request applies also to information regarding excess, umbrella or other supplemental insurance policies available to each defendant. As to each policy available whether primary, excess, umbrella or otherwise supplemental coverage, please provide the following information under oath or certification, in the space provided:

1. Insurance company's(ies') name(s) and address(es);

2. Policy number;
3. name and address of insurer or issuer;
4. inception and expiration dates;
5. names and addresses of all persons insured thereunder;
6. personal injury limits;
7. medical payment limits;
8. name and address of person who has custody and possession thereof where
and when each policy or agreement can be inspected and copied;
9. Correspondence containing any reservation of rights, coverage acceptance or
denial of coverage correspondence, if any, sent by each insurance carrier.

**ABIR COHEN TREYZON AND SALO,
LLP**

By: /s/ Derek T. Braslow
Derek T. Braslow, Esquire
Attorney for Plaintiff, John Doe 21

DATED: April 29, 2025

SOLOFF & ZERVANOS

By: /s/ Jeffrey P. Fritz
Jeffrey P. Fritz, Esquire
Attorney for Plaintiff, John Doe 21

DATED: April 29, 2025

CERTIFICATION

I, _____, have conducted a diligent search and investigation regarding the availability of liability insurance coverage. I hereby certify that the above insurance information given by me is true. I am aware that if any of the foregoing statement made by me are willfully false, I am subject to punishment under law.

BY: _____

Dated:

DEMAND FOR PRODUCTION OF DOCUMENTS

PLEASE TAKE NOTICE that in accordance with the R. 4:18-1 of the Rules Governing the Courts of the State of New Jersey, Plaintiff hereby requests that Defendants produce within thirty (30) days of receipt hereof, copies of the documents described herein and deliver same to the offices of SOLOFF & ZERVANOS 457 Haddonfield Rd, Suite 500B, Cherry Hill, NJ 08002:

DEFINITIONS AND INSTRUCTIONS

A. These requests are intended to be continuing and you are instructed to make prompt, further and supplemental production whenever an additional document is discovered responsive hereto.

B. If any document called for by these requests is withheld on the ground that it is privileged, constitutes attorney work product, or is for any other reason exempt from discovery, set forth the ground or grounds for withholding such document, its present location and custodian and such additional information as may be required to enable it to be identified and to enable the Court to adjudicate the propriety of the withholding, Including but not limited to the type of documents, its date, author(s), addressee(s), if different its recipient(s), and its general subject matter.

C. Documents produced in response to these requests shall be produced in such a manner so as to identify the specific request to which they relate.

D. As used herein, the term "document" means, by way of illustration and not by way of limitation, the following items, whether printed or records or reproduced by any other mechanical process, written produced by hand, produced or stored in a computer, regardless of origin or location: books, records, communications, reports, correspondence, letters, telegrams, memoranda, summaries or records of telephone conversations, summaries or records of personal

conversations or interviews, applications, booklets, brochures, catalogues, circulars, magazines, pamphlets, periodicals, bulletins, instructions, minutes, other communications (Including, but not limited to, inter- and intra-office communications), purchase orders, bills of lading, bid tabulations, questionnaires, surveys, contracts, agreements, options to purchase, memoranda of agreements, licenses, books of account, orders invoices, statements, bills, checks, vouchers, ledger sheets, accounts, journals, canceled checks, bank statements, bank passbooks, confirmations, statements of accounts, analysis, diaries, graphs, notebooks, charts, tables, working papers, plans, indices, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of accountants or consultants, data sheets, data processing cards, photographs, photographic negatives, phono-records, tape recordings, discs, wire recordings, transcripts of recordings, drawings, motion picture film, advertisements, press releases, drafts, and marginal comments appearing on any such documents, all other written or printed matter of any kind or any other and all other data compilations from which information can be obtained and translated if necessary.

E. As used herein, the term, "person" means an individual, firm, partnership, corporation, proprietorship, association, governmental body, or any other organization or entity.

F. As used herein, any term in the singular shall be deemed to include the plural where appropriate and vice versa.

G. As used herein, all terms Including "and" and "or" shall be construed either conjunctively or disjunctively as required by the context to include the response any document that might be deemed nonresponsive by any other construction.

H. As used herein, "communication" means any written or verbal communication or other statement from one person to another, Including, but not limited to, any letter, interview, conference, meeting or telephone conversation.

INSTRUCTIONS

A. Whenever the term "and/or" is used herein, the information called for should be set forth both in the conjunctive and disjunctive and wherever the information is set out in the disjunctive, it should be given separately for each and every element sought.

B. Leave no answer blank. If the answer to a question and/or paragraph is "none" or "unknown", such statement must be written in the answer. If the question is inapplicable, "N/A" must be written in the answer, along with the reason(s) why such is the case. If an answer is omitted because of the claim of privilege, the basis of the privilege is to be stated in detail.

C. Answer each paragraph separately and fully in writing, unless it is objected to, in which event the reasons for objection must be stated in lieu of a response.

D. The answers to this document shall reflect the cumulative knowledge of all agents, independent contractors, contractors, Subcontractors, principals, servants, salesmen, workmen, employees, technicians, advisors, attorneys or other representatives and all other persons acting on behalf of the answering party.

E. Time period - unless otherwise indicated, the information being requested in this request shall relate to the period set forth in the complaint and its exhibits to the present.

F. Be advised that an evasive or incomplete answer is deemed to be a failure to answer and defendants shall file a motion to suppress your pleading and/or to compel answers and/or production and shall seek fees relative to same.

G. Be advised that you have a duty to disclose all information known to you and further, to make reasonable inquiry and thereafter to disclose all information to which you have gained access after such reasonable inquiry.

DEFINITIONS

A. The term "complaint" refers to the complaint filed in this matter and any amendments thereto.

B. The term "counterclaim" refers to the counterclaim filed in this matter and any amendments thereto.

C. The term "document" when used herein shall mean all original writings of any nature whatsoever and all non-identical copies thereof in your possession, custody or control regardless of where located and includes, but is not limited to, all papers, books, documents, records, checks, files, writings, memoranda, letters (sent or received), contracts (Including original documents), invoices, purchase orders, photographs, discs, tape recordings of any sort and any log and/or transcript thereof, reports, studies, summaries, minutes, notes, agenda, bulletins, notices, announcements, instructions, charts, manuals, brochures, schedules, price lists, telegrams, teletypes, faxes, and any other documents, Including drafts and all copies thereof where applicable. In all cases where original and/or non-identical copies are not available, "documents" also means identical copies of original documents and copies of non-identical copies.

D. The term "relate to" shall mean consist of, refer to, reflect or be in any way logically or factually connected with the matter discussed.

E. The term "fact" refers to all evidentiary facts presently known to you and all evidentiary facts, the existence of which is presently inferred by you from the existence of any combination of evidentiary and/or ultimate fact.

F. The term "you" or "yours" refers to the individual and/or company and/or institution to which this document is addressed and it shall be construed to mean not only the party answering in his, her, their or its own right, but shall also mean his, her, their or its agents, independent contractors, contractors, Subcontractors, principals, servants, workmen, salesmen, employees, technicians, advisors, attorneys or other representatives and all other persons acting on behalf of the answering party.

G. The term "incident" refers to the incident referenced in the complaint.

H. The term "Plaintiff" refers to the Plaintiff identified in the complaint, namely Plaintiff John Doe 21.

I. The term "Defendants" refers collectively to all of the defendants identified in the complaint.

J. The term "propounding parties" refers collectively to the parties propounding this demand upon you.

K. The term "third parties" refers collectively to parties that are not named to this action.

L. The term "prove" means to establish the truth of a given allegation or claim.

DOCUMENT DEMANDS

1. All documents containing the substance of sexual harassment training or policies provided to teachers and staff at Cooper Elementary School School and in effect during the 1970-1984 school years, the time frame that Defendants employed Otto Becken.

2. All documents containing Title IX, Law Against Discrimination and HIB training provided to teachers and staff at Cooper Elementary School and in effect during the 1970-1984 school years, the time frame that Defendants employed Otto Becken.
3. Entire academic, discipline or other school file(s) held by you regarding Plaintiff John Doe 21.
4. All copies of lawsuits or documents relating to any lawsuit, complaint or claim made or filed against you for alleged inappropriate conduct, sexual harassment or improper touching by staff and/or teachers against students.
5. All documents containing any investigation conducted by you or at your request of you regarding the incidents described in Plaintiff's complaint.
6. Handbooks, job description, policies, procedures or other documents containing duties and responsibilities for your teachers and in effect during the 1970-1984 school years.
7. Documents containing policies, procedures or protocol in place during the 1982-1983 school year for the protection of students against sexual harassment and sexual assaults.
8. All computer or electronic files (including emails, text messages, word processing files or other documents stored on any computer system, server, mobile device) containing:
 - a. any documents identified in these requests.
 - b. Communications to or from anyone which relate to:
 - i. Plaintiff;
 - ii. inappropriate conduct alleged to have been committed by Otto Becken at any time;
 - iii. The supervision of Otto Becken;

9. Classroom observation reports/evaluations documents of Otto Becken as referenced in the 11/20/84 letter from the Defendants' Solicitor responding to a subpoena for Becken's personnel file.
10. All minutes of all meetings of the Cherry Hill School District which relate in any way to Otto Becken, or any investigation of him, as outlined in a 4/27/84 letter from the Defendants' Solicitor to Camden County Prosecutor's Office, including but not limited to meetings conducted on the following dates: 2/6/84; 2/13/84; 2/15/84; 3/5/84; 3/6/84; 3/12/84, 3/14/84 and 3/19/84.
11. Documents obtained from or supplied to the Camden County Prosecutor's office about or relating to Otto Becken.
12. All forms or documents completed by Plaintiff and/or his parents or guardians in your possession.
13. All correspondence to or from you and Plaintiff and/or his parents or guardians in your possession relating to the facts alleged in the complaint.
14. All photos, videos or images from depicting any of the following:
 - a. Plaintiff;
 - b. any witness identified by any party in this case.
15. All documents containing the names, addresses, and/or phone numbers of any witness to the incidents described in the Complaint in this lawsuit, and/or the events shortly thereafter, and all documents concerning the names, addresses, and/or phone numbers of any person with whom agents or employees of Defendants have discussed the subject matter of this lawsuit. A witness list prepared by Defendants' attorneys providing this

information as well as a summary of the information known by each witness will satisfy this request.

16. All non-privileged documents evidencing statements made by or to any party to this lawsuit, or any employee or agent of any party to this lawsuit, regarding the subject matter of this lawsuit.
17. All non-privileged documents containing or relating to any admission of fault or liability of any defendant.
18. Any and all reports compiled or prepared by an individual who has been retained as an expert in this matter.
19. Any and all police reports, security reports, incident reports or similar documents pertaining to the investigation of the matter described in Plaintiff's complaint.
20. All photographs, diagrams, drawing, reports, and statements and each and every other item given to and/or examined by any expert retained in this matter and/or any expert contacted in connection with the matter described in Plaintiff's complaint.
21. Any and all memorandum, notes and/or summaries, made by Defendant, additional Defendant, and/or witness or other representative to the matter described in Plaintiff's complaint.
22. Any and all records, reports, correspondence, investigation, statements, files, memorandums, notations regarding any other individuals who made any statements regarding the incidents described in Plaintiff's complaint, or from whom you received any information in any of the above categories relating to the matter described in Plaintiff's complaint.

23. Any and all documents, records, evidence and anything whatsoever which will be introduced at trial for use in direct examination and/or impeachment.
24. Any and all demonstrative evidence to be utilized at trial.
25. Identify and produce all correspondence and/or documentation made between you and any other defendant relating to the subject matter described in Plaintiff's complaint.
26. Copies of documents and/or correspondence sent to each expert you intend to use or introduce at arbitration or trial.
27. Curriculum vitae for each expert you intend to use or introduce at trial.
28. Document retention policy, if any, from 1970 to the present for each document to be produced in response to the interrogatories and requests for production of documents propounded by Plaintiff upon Defendants in this case.
29. To the extent not covered *supra*, the entire claims and investigative file of Defendant and/or additional Defendant, their counsel and/or other organization, excluding privileged documents.
30. All school files maintained by defendants on Otto Becken ("Becken") regarding:
 - a. Mr. Becken's application for employment;
 - b. results of background checks of or about Mr. Becken;
 - c. all good or bad conduct files maintained on teacher Becken; and
 - d. all complaints on file by students or parents of students of the Cherry Hill School District regarding the conduct of Becken towards students.
31. All records, memos, notes, emails and text messages that show the specific names, addresses and telephone numbers of all parents or students who have communicated to the Defendants complaints regarding the conduct of Becken towards students.

32. Provide records and documents identifying persons alleged to be witnesses to the incidents described in the complaint or have any knowledge or information pertaining to the incidents herein complained of by Plaintiff. This includes all teachers, employees, students and their parents.
33. Copies of any and all writings, as defined under the Rules of Court and the Rules of Evidence, which Defendants intend to rely upon at trial in the defense of this matter, or, which any witness you intend to produce at trial may rely upon during testimony.
34. Copies of any and all statements made either recorded or in print concerning this action or its subject matter, previously made by any party or witness. If the producing party objects to supplying any such statement(s), then demand is made for a privilege log setting forth (a) the date the statement(s) was/were taken; (b) the person(s) from whom taken; (c) the person(s) taking the statement; (d) the method used to take the statement(s); (e) the general subject matter of the statement(s); (f) the names and addresses of all persons who possess the original and copies of the statement(s); and (g) the basis upon which the statement(s) will not be produced. Demand is further made for those portions of the statement(s) not claimed to be privileged.
35. Copies of any and all transcriptions and summaries of all interviews conducted by anyone acting on behalf of defendants or any potential witness and/or persons having any knowledge of the incidents giving rise to this litigation or its surrounding circumstances. If the producing party objects to supplying any such statement(s), then demand is made for a privilege log setting forth (a) the date the statement(s) was/were taken; (b) the person(s) from whom taken; (c) the person(s) taking the statement; (d) the method used to take the statement(s); (e) the general subject matter of the statement(s); (f) the names and

addresses of all persons who possess the original and copies of the statement(s); and (g) the basis upon which the statement(s) will not be produced. Demand is further made for those portions of the statement(s) not claimed to be privileged.

36. Copies of any and all photographs, pictures, diagrams, charts, tapes, surveys, deeds, plots, drawings, maps, X-Rays or other diagnostic testing results pertaining to this action.
37. Copies of all insurance declaration sheets or pages and entire insurance policies (including any endorsements) reflecting the insurance coverage and liability limits which you had selected as of the date of the incidents in question.
38. Copies of all video (including surveillance and with audio), photographs, films, CDs, DVDs, sketches and diagrams of the Plaintiff generated by, at the direction of, or, on behalf of the defendants.
39. Copies of any and all video (including surveillance and with audio), photographs, films, CDs, DVDs, sketches and diagrams of the plaintiff generated by or on behalf of the Defendant subsequent to the date of the incidents which is the subject matter of this action.
40. Copies of the Defendants' District Policy on sexual abuse against the district's students by personnel and employees of the Defendants and in effect between 1970-1984.
41. Full and complete copies of any and all CCTV (with audio) in possession of the defendant depicting the plaintiff and Becken which was reviewed regarding complaints made by or on behalf of Plaintiff as to the conduct of Becken.
42. Full and complete copies of any and all surveillance video (with audio) in possession of the defendant showing any of the encounters by Becken and Plaintiff which is the subject matter of the complaint.

43. Copies of any and all audio recordings and written reports, memos and other writings during or following interviews of Plaintiff, his parents and any staff as a result of the complaints made about Becken.
44. Copies of any and all investigation and/or interview records and/or reports involving Becken's conduct complained of by any student of the school district at any time before legal counsel was retained for the particular incidents and conduct that forms the basis for Plaintiff's Complaint. If any incident reports were prepared subsequent to obtaining counsel, but regarding past conduct of Becken while a teacher at Cooper Elementary School, they must be identified and asserted as "privileged" under the rules of the court and giving the dates of the complaints.
45. Copies of any and all police reports, and reports generated by any governmental or police agency or body pertaining to the incidents in question.
46. Copies of any documents provided to any governmental or police agency or body pertaining to the incidents in question, including but not limited to Camden County Prosecutor's office, DCF, DCP&P, IAIU, Cherry Hill Police Department, The New Jersey Department of Education or any other governmental entity.
47. Copies of statements given by employees of the Defendants to any police authority investigating the incident complained of.
48. Copies of any and all films, photographs, sketches, charts or maps made by you or on your behalf of any person, scene, object or matter with respect this litigation, including any and all documents which reflect:
 - a. The date said films or photographs were taken or said sketches, charts or maps were made;

- b. The name and address of the person taking or making any item referred to in subparagraph a;
- c. The names and addresses of all persons present when said item were made or taken;
- d. The name and address of the person, firm, or corporation who presently has possession of said items; and
- e. An itemized and detailed statement of what is depicted in said items and annex a true photocopy hereto.

47. Copies of any and all documents relevant to the claims and defenses involved in this litigation.

48. Copies of any and all written statements, emails, notes, memos, reports or other writings as these terms are identified above, that were taken from anyone employed by Defendants regarding the subject matter of this litigation or the subject matter of any previous or subsequent claims of offensive touching, sexual harassment and/or sexual misconduct alleged by a parent or student against Becken.

49. Copies of any and all written statements, transcripts, or recordings of statements which address or relate to the incidents at issue.

50. The complete Human Resource file maintained by the Defendants regarding its prior employee, Becken.

51. Copies of any and all documentation of the hiring of Becken.

52. Copies of any and all documentation of the complaint made by Plaintiff regarding Becken acting in a sexually offensive way to the Plaintiff in this action.

53. Copies of any and all reprimands or sanctions issued by defendants to Becken based on their investigation into any allegations and/or complaint made by any parent or student (including Plaintiff and their parents/guardians) against Becken during any school year of his employment with defendants.
54. Copies of any and all complaints filed or made against Becken by school children and parents during his employment by the Defendants.
55. All writings, notes, reports, records and/or computer entries regarding the previous disciplinary actions of Becken and the reasons for same.
56. All records showing and/or referring to complaints made by parents as to the conduct of Becken as to their children while employed as a teacher.
57. Attach copies of all claims of offensive comments, touching and/or sexual assault or abuse or other similar misconduct made by parents of school children against Becken during his employment by the defendants.
58. All records showing leaves of absence required of Becken at any time.
59. All records showing the termination of Becken as a teacher for the Defendants and the reasons stated.
60. All records showing any agreements entered into between the defendants and Becken regarding his resignation or termination as a teacher for the defendant Cherry Hill School District including any and all agreements regarding pension and benefits upon his termination.
61. Copies of all statements made by parents and students at any time during the employment of Becken regarding complaints of offensive language, touching and misconduct of a sexual nature against students.

62. Copies of any and all severance or separation agreements entered into between either of the defendants and Becken.
63. Copies of any all records of investigations and interviews undertaken by the defendants and/or state agencies regarding complaints of offensive conduct of a sexual nature by Becken toward students at any time during his employment with the defendants.
64. Copies of any and all records, documents, emails, memos, notes and Board meeting minutes and board reports covering the handling and disciplinary action taken because of the complaints of offensive touching and other sexual misconduct alleged to have been committed by Becken during his employment for defendants.
65. Copies of any and all documents, reports, memos, emails and board meeting minutes covering the investigation undertaken by the Defendants after Defendant was first notified of offensive touching committed by and sexual comments made by Becken upon any student.
66. Copies of any all-reporting procedures and investigations initiated by or on behalf of the Defendants after each student or her parent/guardian notified school authorities of the offensive touching and other offensive misbehavior of a sexual nature by Becken.
67. Copies of all background checks performed regarding Becken after he was employed as a teacher for the defendants.
68. Copies of any and all certificates acquired by or about Becken.
69. Copies of any and all HIB and sensitivity training received by Becken while a teacher for Defendants.
70. All manuals, pamphlets, policies, procedures and protocols regarding anti-bullying as to teacher conduct approved and utilized by the Defendants during years 1970-1984.

71. All manuals, pamphlets, policies, procedures, and protocols regarding identifying, reporting, and investigating sexual misconduct against students by teachers implemented and utilized in the school district from the time Becken was first employed to present.
72. Copies of any and all teacher employee handbooks/manuals in effect in 1970-1984 required by the Defendants.
73. Copies of any and all educational materials issued to schoolteachers employed by the Defendants regarding sexual misconduct against students in use at any time from 1970-1984.
74. Copies of any and all Loss Prevention Manuals in effect between 1970-1984 which include protocols and policies covering matters of sexual abuse of students.
75. All records of discipline issued against Becken between 1970-1984 while employed by Defendants at any time from commencement of employment to his resignation/termination.
76. Copies of any and all student protection and safety training manuals covering sexual misconduct and abuse by employees and personnel of Defendants in effect in 1970-1984.
77. Copies of any and all Loss Prevention Training Manuals in effect between 1970-1984 for the Defendants.
78. Copies of any and all Risk Prevention Manuals in effect 1970-1984.
79. Copies of any and all sexual harassment training in effect during years 1970-1984 for the defendants.
80. Copies of any and all notes, documents, memos, and records of the school nurse, any staff member, administrator or teacher regarding any Plaintiff's complaints about Becken.

81. Copies of any and all notes, documents, memos, and records of the main office regarding Plaintiff.

82. Copies of any and all notes, documents, memos, and records of the school psychologist/ Psychiatrist/ therapist regarding Plaintiff.

DEMAND FOR ANSWERS TO INTERROGATORIES

Demand is hereby made for full responsive answers to Form C and Form C(l) Interrogatories appearing in Appendix II to the Rules of Court as well as interrogatory and discovery requests included with this complaint.

CERTIFICATION PURSUANT TO RULE 4:5-1

The matter in controversy is the subject of other actions as follows:

- *C.W.. v. Cherry Hill School District, et al.*, New Jersey Superior Court, Law Division, Camden County, Civil Action Docket No. L-2430-23;
- *M.K. v. Cherry Hill School District, et al.*, New Jersey Superior Court, Law Division, Camden County, Civil Action Docket No. L-2431-23;
- *Garrett D'Angelo v. Cherry Hill School District, et al.*, New Jersey Superior Court, Law Division, Camden County, Civil Action Docket No. L-1128-25;
- *John Doe 20 v. Cherry Hill School District, et al.*, New Jersey Superior Court, Law Division, Camden County, Civil Action Docket No. L-1437-25.

ABIR COHEN TREYZON AND SALO, LLP

By: /s/ Derek T. Braslow
Derek T. Braslow, Esquire
Attorney for Plaintiff John Doe 21

DATED: April 29, 2025

SOLOFF & ZERVANOS

BY: /s/ Jeffrey P. Fritz
Jeffrey P. Fritz, Esquire
Attorney for Plaintiff John Doe 21

DATED: April 29, 2025

CERTIFICATION

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.

ABIR COHEN TREYZON AND SALO, LLP

By: /s/ Derek T. Braslow
Derek T. Braslow, Esquire
Attorney for Plaintiff John Doe 21

DATED: April 29, 2025

SOLOFF & ZERVANOS

BY: /s/ Jeffrey P. Fritz
Jeffrey P. Fritz, Esquire
Attorney for Plaintiff John Doe 21

DATED: April 29, 2025

Civil Case Information Statement

Case Details: CAMDEN | Civil Part Docket# L-001438-25

Case Caption: DOE 21 JOHN VS CHERRY HILL SCHOOL
DISTRICT

Case Initiation Date: 04/29/2025

Attorney Name: JEFFREY PAUL FRITZ

Firm Name: SOLOFF & ZERVANOS PC

Address: 457 HADDONFIELD RD STE 500

CHERRY HILL NJ 080020000

Phone: 8564062242

Name of Party: PLAINTIFF : Doe 21, John

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: PERSONAL INJURY

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 JURORS

Is this a professional malpractice case? NO

Related cases pending: YES

If yes, list docket numbers: Docket Nos. L-2430-23, L-2431-23, L-1128-25 and L-1437-25

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: John Doe 21? YES

Plaintiff's date of birth: 10/10/1970

Est. date of first incident of abuse: 09/01/1982

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Other(explain) Student/school

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

04/29/2025

Dated

/s/ JEFFREY PAUL FRITZ

Signed

