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**COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT OF THE TRIAL COURT**

SUFFOLK, ss.

JOHN DOE and JANE DOE,
individually and as Parents and Next
Friend of J. DOE a Minor,

Plaintiffs

v.

CITY OF BOSTON, TRANSDEV
SERVICES, INC., TRANSDEV
NORTH AMERICA, INC., THE
TRANSDEV BUS DRIVER 1 AND
THE TRANSDEV BUS DRIVER 2,

Defendants.

Civil Action No.

COMPLAINT AND JURY DEMAND

Introduction

The Plaintiffs bring this action against the Defendants. The Plaintiffs seek damages for out-of-pocket medical expenses, medical bills, pain and suffering, and emotional distress.

Parties

1. John Doe is an adult individual residing in Boston, Massachusetts.
2. Jane Doe is an adult individual residing in Boston, Massachusetts.
3. John and Jane Doe are the parents of J. Doe.
4. J. Doe is a minor residing in Boston, Massachusetts.
5. J. Doe is 7 years old.
6. Defendant Transdev Services, Inc. ("Transdev") is a foreign corporation with a principal place of business at 720 E. Butterfield Road, Suite 300, Lombard, Illinois, 60148.

7. Transdev North America, Inc. (“Transdev”) is a foreign corporation with a principal place of business at 720 E. Butterfield Road, Suite 300, Lombard, Illinois 60148.

8. Transdev transacts business within the Commonwealth of Massachusetts and maintains a principal office at 101 Federal Street, Boston, MA 02110.

9. Defendant City of Boston is a municipality of the Commonwealth of Massachusetts with a principal place of business located at 1 City Hall Plaza, Room 610, Boston, Massachusetts 02110.

10. Defendant Transdev Bus Driver 1 is an adult individual employed by the Transdev corporate entity. Upon information and belief Transdev Bus Driver 1 is a Massachusetts resident.

11. Defendant Transdev Bus Driver 2 is an adult individual employed by the Transdev corporate entity. Upon information and belief Transdev Bus Driver 2 is a Massachusetts resident.

Jurisdiction and Venue

12. The jurisdiction of this Court is lawful and proper as the incident occurred in Massachusetts and the parties reside there.

13. Venue in Suffolk County is lawful and proper as the incident occurred in Suffolk County and the parties reside and/or are located there.

14. Plaintiffs duly served full and detailed Presentment pursuant to G.L. c. 258 upon the City of Boston on September 21, 2024, but have not received a response within the time provided by the statute.

Fact Common to All Counts

15. At all times relevant to the complaint, J. Doe attended the Haley Pilot School.
16. The Haley Pilot School is a part of the Boston Public Schools (“BPS”).
17. The Boston Public Schools is a Department within the City of Boston.
18. J. Doe has a learning disability which qualifies him/her for an Individualized Education Program (“IEP”).
19. J. Doe’s IEP for both 2023 and 2024 provides for “Door to Door” special transportation services with a 1:1 monitor because of J. Doe’s disability.
20. Pursuant to the “Door to Door” services, J. Doe can **only** be dropped off after school if one of his/her parents is present for drop off.
21. Pursuant to the “Door to Door” services, J. Doe must be dropped off directly to one of his/her parents at his/her residence.
22. Pursuant to the IEP, a 1:1 monitor must be on the bus with the minor at all times.
23. The City of Boston is responsible for ensuring that the IEP is followed when BPS students are being transported to and from school.
24. Transdev is responsible for ensuring that the IEP is followed when BPS students are being transported to and from school.
25. At all times relevant to the Complaint, Transdev has contracted with the City of Boston to provide transportation services for students to and from the Haley Pilot School.
26. At all times relevant to the Complaint, J. Doe was being transported by a vehicle owned and operated by the City of Boston and/or Transdev and driven by a Transdev employee.

The First Incident

27. On November 21, 2023, J. Doe was being driven home from school by Transdev Driver 1 on a bus owned by the City of Boston and/or Transdev.

28. On that date, Transdev Driver 1 attempted to drop J. Doe off at the wrong address with no parent present, in direct violation of J. Doe's IEP, regulations, and internal policies.

29. Transdev Driver 1 instructed J. Doe to get off the bus despite clear requirements in J. Doe's IEP, regulations and internal policies that were to the contrary.

30. J. Doe told Transdev Driver 1 that he/she did not want to get off the bus because his/her parents were not present, and J. Doe expressed being scared.

31. Transdev Driver 1 responded by again telling J. Doe to get off the bus.

32. Transdev Driver 1 did not try to determine any alternative options at that point.

33. J. Doe started crying and pleaded with the bus driver to let him/her stay on the bus because he/she was scared.

34. Transdev Driver 1 again instructed J. Doe to get off the bus, emphasizing that the bus had to leave.

35. Ultimately Transdev Driver 1 forced J. Doe off the bus without his/her parents present at a location that was not J. Doe's residence.

36. A 1:1 monitor was not on the bus on November 21, 2023, as is required in the minor's IEP.

37. BPS/Transdev transportation policies state, "Students with door-to-door bus stops cannot be let off the bus without a parent/guardian present under any circumstances. If a parent/guardian is not at the stop, BPS officials will try to get in contact with the parent/guardian and arrange for them to meet the bus."

38. These transportation policies were not followed on November 21, 2023, because a 1:1 monitor was not on the bus and door-to-door transportation was not provided.

39. In addition, there was a failure to comply with 603 CMR 28.05(7)(b) because a 1:1 monitor was not on the bus, and door-to-door transportation policies were not provided.

40. As a result, J. Doe was left alone, standing outside, in the cold, not knowing what to do.

41. Shortly thereafter, J. Doe was approached by a stranger driving a car, apparently attempting to convince him/her to get into the car.

42. Fortunately, John Doe arrived on the scene and was able to intervene before the situation worsened and J. Doe was injured or kidnapped, or even worse.

43. Upon arrival, John Doe immediately noticed that J. Doe was hysterically crying, appearing terrified at the situation.

44. The following day John Doe notified BPS about what occurred.

45. John Doe and Jane Doe reasonably expected that the City of Boston, BPS, and Transdev would make sure that what took place on November 21, 2023, would never occur again.

46. In the weeks and months following the incident, J. Doe began wetting the bed frequently. J. Doe was fully potty-trained before this incident.

47. J. Doe insisted on sleeping in bed with his/her parents after the incident. J. Doe was able to sleep in his/her own bed before the incident.

48. J. Doe was significantly more clingy with her parents after the incident. J. Doe was a very well-adjusted normally behaving child before the incident.

49. J. Doe was treated by a behavioral health provider and was diagnosed with “Adjustment disorder with anxious mood.” This was the first time J. Doe had ever seen a behavioral health specialist.

50. J. Doe never exhibited notably anxious behaviors before the incident.

51. J. Doe treated with a psychotherapist several times in late 2023/early 2024 because of the incident.

52. On March 26, 2024, the Massachusetts Department of Elementary and Secondary Education provided a “Letter of Closure-Noncompliance Corrected” letter to Superintendent Mary Skipper.

53. The Letter noted that “The Department’s review determined that the 1:1 provider was not on the bus on November 21, 2023.”

54. This determination was made after providing “data” that indicated a monitor was on the bus.

55. The Letter concluded, “The Department determined that the District did not comply with 603 CM 28.05(7)(b) and its Transportation Policies and Procedures because it did not provider a 1:1 nurse or door-to-door transportation on November 21, 2023.”

56. The letter indicated that “the Vendor provided re-training to the driver of the vehicle regarding the procedures for drop off of students.”

57. There does not appear to have been any additional training provided to the City of Boston and/or Transdev employees in connection with this negligent conduct.

The Second Incident

58. The following school year (2024-2025), J. Doe was again being transported to and from school by a Transdev employee on a bus owned by the City of Boston and/or Transdev.

59. J. Doe's IEP still required that he/she be only dropped off if his/her parent was present and that J. Doe be dropped off directly to his/her residence.

60. On September 9, 2024, J. Doe was being transported home from school by Transdev Driver 2.

61. On September 9, 2024, Transdev Driver 2 dropped J. Doe off at the wrong location without a parent present.

62. The events unfolded in the following manner as told by the minor's mother, "If [the minor] had been dropped off as per the bus schedule, [the minor] would have arrived home between 2:55 and 3:00 pm. I was outside at about 2:35, keeping an eye on the Zum app, which showed [the minor] was just 4 stops away from [the minor's] drop-off point. At approximately 2:45, the app indicated that the bus had made a turn onto River Street and was just one stop away, signaling that [the minor] was nearing [the minor's] drop-off point. At 2:55, I looked at the app once more, and it indicated that [the minor] was being held on the bus because [the minor's] parent wasn't at the drop-off location. It advised me to contact the transportation department to arrange [the minor's] return home. I was confused because I had been waiting for [the minor] for around 15 minutes and didn't see the bus at all. I called the number the app suggested, hoping to get some information about [the minor's] location, but there was no answer. While I was on hold with the department, I texted [the minor's father] and shared a screenshot of what I was seeing on the Zum app. He quickly responded, saying he would contact the school. When he reached out, they were unaware that [the minor] was being held on the bus. At about 3:15, I began to look around the apartment complex to see if I could spot any schoolchildren from [the minor's] bus, but there was no one in sight. I remained on hold with the Transportation Department. [The minor's father] reached out to me and mentioned he was heading home from

work to assist in locating [the minor], as the school was unaware that [the minor] was still on the bus. At approximately 3:35, while I was still on hold, my anxiety skyrocketed, especially since the school had no information about [the minor's] whereabouts. I was walking through the complex, scanning my surroundings, when I caught sight of a frantic little [minor] power-walking and crying from near the entrance of the apartment complex. I called out to [the minor], but [the minor] was so upset that [the minor] didn't hear me. I hurried towards [the minor], and when [the minor] finally noticed me, [the minor] burst into even louder sobbing. I wrapped [the minor] in a hug and tried to comfort [the minor]. That's when [the minor] explained that the bus driver had dropped [the minor] off far away, and [the minor] had to cross the street and walk a long way to get home. An older girl who lives a few buildings in front of us who had just got off her bus and saw [the minor] standing at the intersection where [the minor] was dropped off, crying uncontrollably. The girl kindly offered to help [the minor] cross the street and pointed [the minor] in the right direction to get home. [The minor] shared that the girl walked with [the minor], but once she reached her building, she went home but instructed [the minor] to continue walking all alone toward the back until [the minor] spotted [the minor's] parents. This is how [the minor] ended up getting home nearly 30-45 minutes later than expected, [the minor] made it to me around 3:30 to 3:45 pm."

63. As a result, J. Doe was missing for an extended period of time.

64. This incident caused J. Doe to become very emotionally distressed.

65. Upon being reunited with his/her parents, J. Doe said, "I thought the last time was the only time I would lose my parents."

66. J. Doe's behaviors have regressed.

67. The regressions include but are not limited to J. Doe being scared if his/her parents are not in close proximity to J. Doe when in J. Doe's room.

68. J. Doe returned to his/her psychotherapist for the first time since early 2024 because of this second incident.

69. Additional care/treatment is expected.

COUNT I
NEGLIGENCE
MINOR PLAINTIFF v. TRANSDEV SERVICES, INC. AND TRANSDEV NORTH
AMERICA INC.

70. The Minor Plaintiff repeats the allegations set forth above as if fully contained herein.

71. The Defendants have a duty to provide safe transportation to children, including to J. Doe.

72. The Defendants have a duty to follow J. Doe's IEP as it relates to school pick up and drop offs and providing a 1:1 monitor.

73. The Defendants breached this duty when drivers employed by Transdev dropped J. Doe off at the wrong location without a parent present in violation of J. Doe's IEP on two separate occasions.

74. Defendants' additional breaches include but are not limited to:

- a. Failing to ensure Transdev Driver 1 and Transdev Driver 2 were aware of the drop-off requirements for J. Doe in J. Doe's IEP;
- b. Negligently training Transdev Driver 1 and Transdev Driver 2;
- c. Negligently supervising Transdev Driver 1 and Transdev Driver 2;
- d. Negligently hiring Transdev Driver 1 and Transdev Driver 2;
- e. Negligently monitoring Transdev Driver 1 and Transdev Driver 2;

- f. Failing to obtain necessary paperwork as it pertains to J. Doe's IEP and transportation services to be provided to J. Doe pursuant to J. Doe's IEP;

75. The corporate Transdev entities are also vicariously liable for actions taken by their employees acting within the course and scope of their employment as detailed herein.

76. As a direct and proximate result of such negligence, J. Doe suffered and continues to suffer injuries, pain and suffering and emotional distress.

COUNT II
NEGLIGENCE
MINOR PLAINTIFF v. TRANSDEV DRIVER 1

77. The Minor Plaintiff repeats the allegations set forth above as if fully contained herein.

78. At all times relevant to this complaint, Transdev Driver 1 was acting within the course and scope of his/her employment.

79. The Defendant has a duty to provide safe transportation to children, including to J. Doe.

80. The Defendant has a duty to follow J. Doe's IEP as it relates to school pick up and drop offs.

81. The Defendant breached this duty when he/she dropped J. Doe off at the wrong location without a parent present in violation of J. Doe's IEP on November 21, 2023.

82. The Defendant's additional breaches include but are not limited to:

- a. Failing to ensure he/she had the necessary paperwork pertaining to transportation services to be provided to J. Doe;
- b. Failing to take appropriate actions in response to J. Doe's insistence that Transdev Driver 1 not force him/her off of the bus at the wrong location;

- c. Failing to follow policies and procedures; and
- d. Negligently performing his/her duties.

83. As a direct and proximate result of such negligence, J. Doe suffered and continues to suffer injuries, pain and suffering, and emotional distress.

COUNT III
NEGLIGENCE
MINOR PLAINTIFF v. TRANSDEV DRIVER 2

84. The Minor Plaintiff repeats the allegations set forth above as if fully contained herein.

85. At all times relevant to this complaint Transdev Driver 2 was acting within the course and scope of his/her employment.

86. The Defendant has a duty to provide safe transportation to children, including to J. Doe.

87. The Defendant has a duty to follow J. Doe's IEP as it relates to school pick up and drop offs.

88. The Defendant breached this duty when he/she dropped J. Doe off at the wrong location without a parent present in violation of J. Doe's IEP on September 9, 2024.

89. The Defendant's additional breaches include but are not limited to:

- a. Failing to ensure he/she had the necessary paperwork pertaining to transportation services to be provided to J. Doe;
- b. Failing to take appropriate actions when it should have become clear that he/she was not following the proper drop off protocols; and
- c. Negligently performing his/her duties.

90. As a direct and proximate result of such negligence, J. Doe suffered and continues to suffer injuries, pain and suffering, and emotional distress.

COUNT IV
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
MINOR PLAINTIFF V. TRANSDEV SERVICES, INC., TRANSDEV NORTH
AMERICA INC., TRANSDEV DRIVER 1 AND TRANSDEV DRIVER 2

91. The Minor Plaintiff repeats the allegations set forth above as if fully contained herein.

92. As a direct and proximate result of Defendants' negligence, the Minor Plaintiff suffered, and continues to suffer, emotional distress and anguish with resulting physical injury.

COUNT V
LOSS OF CONSORTIUM
JOHN DOE AND JANE DOE V. TRANSDEV SERVICES, INC., TRANSDEV NORTH
AMERICA INC., TRANSDEV DRIVER 1 AND TRANSDEV DRIVER 2

93. Plaintiffs repeat the allegations set forth above as if fully contained herein.

94. As a direct and proximate result of the Defendants' negligence, the Adult Plaintiffs have suffered mental anguish and distress, and the loss of consortium and companionship of their child, as a result of the damages suffered by their child.

COUNT VI
NEGLIGENCE
MINOR PLAINTIFF v. CITY OF BOSTON

95. The Minor Plaintiff repeats the allegations set forth above as if fully contained herein.

96. The Defendant has a duty to provide safe transportation to children, including to J. Doe.

97. The Defendant has a duty ensure that J. Doe's IEP, as it relates to school pick up and drop offs, is followed.

98. The Defendant is responsible for arranging transportation services for its students and owes a duty of care to protect children, including J. Doe, from foreseeable harm as he/she was transported home by the Transdev Drivers and to warn about dangers faced by J. Doe and other children.

99. The Defendant is responsible for developing, maintaining, and implementing J. Doe's IEP and must ensure that it is followed when transportation services are provided.

100. The Defendant breached these duties when failing to provide Transdev with the paperwork necessary to inform its drivers of the transportation services that should have been provided to J. Doe and/or otherwise negligently communicating with Transdev regarding the minor's transportation needs.

101. The Defendant further breached these duties in failing to properly supervise, train, and/or monitor Transdev.

102. The Defendant further breached these duties in negligently contracting with Transdev to provide transportation services.

103. Defendants' additional breaches include but are not limited to:

- a. Failing to ensure Transdev Driver 1 and Transdev Driver 2 were aware of the drop-off requirements for J. Doe in J. Doe's IEP;
- b. Failing to ensure that Transdev properly trained Transdev Driver 1 and Transdev Driver 2;
- c. Failing to ensure that Transdev properly supervised Transdev Driver 1 and Transdev Driver 2;
- d. Failing to ensure that Transdev properly hired Transdev Driver 1 and Transdev Driver 2;

- e. Failing to obtain and/or provide necessary paperwork as it pertains to J. Doe's IEP and transportation services to be provided to J. Doe pursuant to J. Doe's IEP; and
- f. Negligently contracting with, hiring, training, monitoring and supervising Transdev, Transdev Driver 1, and Transdev Driver 2 during the relevant time.

104. As a direct and proximate result of such negligence, J. Doe suffered and continues to suffer injuries, pain and suffering and emotional distress.

COUNT VII
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
MINOR PLAINTIFF v. CITY OF BOSTON

105. The Minor Plaintiff repeats the allegations set forth above as if fully contained herein.

106. As a direct and proximate result of Defendant's negligence, the Minor Plaintiff suffered, and continues to suffer, emotional distress and anguish with resulting physical injury.

COUNT VIII
LOSS OF CONSORTIUM
JOHN DOE AND JANE DOE V. CITY OF BOSTON

107. Plaintiffs repeat the allegations set forth above as if fully contained herein. As a direct and proximate result of the Defendants' negligence, the Adult Plaintiffs have suffered mental anguish and distress, and the loss of consortium and companionship of their child, as a result of the damages suffered by their child.

Prayers for Relief

WHEREFORE, Plaintiffs respectfully requests that this Honorable Court:

- i. Enter judgment in their favor on all counts of the Complaint and award them damages in an amount sufficient to compensate them for their injuries and out of pocket medical expenses together with interest and costs;
- ii. Grant such other relief as this Court deems just and proper.

Jury Demand

PLAINTIFFS DEMANDS A TRIAL BY JURY ON ALL COUNTS SO TRIABLE.

Plaintiffs

By their attorneys,


Matthew J. Fogelman (BBO# 653916)
mjf@fogelmanlawfirm.com
Jeffrey M. Simons (BBO# 688665)
jms@fogelmanlawfirm.com
FOGELMAN LAW LLC
189 Wells Avenue
Newton, MA 02459
617-559-1530

Dated: November 20, 2024