MICHELLE KENNEDY
2806 Maisel Street
Baltimore, MD 21230

and

ANTWAN BAKER, Individually, and on behalf of the Estate of Ebonee Baker
5513 Daybreak Terrace
Baltimore, MD 21206

and

TYWAN BAKER, a minor by his parent and next friend, Antwan Baker
5513 Daybreak Terrace
Baltimore, MD 21206

and

TRISTAN BAKER, a minor by his parent and next friend, Antwan Baker
5513 Daybreak Terrace
Baltimore, MD 21206

and

TALIAH ARMSTRONG, a minor by her next friend, Antwan Baker,
5513 Daybreak Terrace
Baltimore, MD 21206

and

TAYLAH ARMSTRONG, a minor by her next friend, Antwan Baker
5513 Daybreak Terrace
Baltimore, MD 21206

and

HELEN MORGAN
1614 Walterswood Road
Baltimore, MD 21239

and

* IN THE

* CIRCUIT COURT

* FOR

* BALTIMORE CITY

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* Case No. _____

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DARRYL SPENCE *
1922 East 31st Street
Baltimore, MD 21218 *

and *

DOMONICK DRY *
2425 Keyworth Avenue
Baltimore, MD 21215 *

Each Individually and on Behalf of *
Others Similarly Situated

*

Plaintiffs,

*

v.

*

AAAFORDABLE TRANSPORTATION, LLC
1708 New Castle Road *
Woodlawn, MD 21244

*

SERVE ON:
Tracey Dabo, Resident Agent *
1708 New Castle Road
Woodlawn, MD 21244 *

and *

TRACY DABO *
1708 New Castle Road
Woodlawn, MD 21244 *

and *

ALIYU DABO *
4527 North Rogers Avenue
Baltimore, MD 21215 *

and *

CONCENTRA HEALTH SERVICES, INC. t/a *
Concentra Urgent Care and d/b/a American
Current Care, P.A. *
3010 Lyndon B. Johnson Freeway, Suite 400
Dallas, TX 75234 *

SERVE ON:
The Corporation Trust Incorporated
351 West Camden Street
Baltimore, MD 21201

and

AMERICAN CURRENT CARE, P.A., t/a Concentra Urgent Care and d/b/a Concentra Health Services, Inc.
5080 Spectrum Drive, Suite 1200 West
Addison, TX 75001

SERVE ON:
The Corporation Trust Incorporated
351 West Camden Street
Baltimore, MD 21201

and

OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A. d/b/a Concentra Urgent Care and d/b/a Concentra Medical Centers
5080 Spectrum Drive, Suite 400 West
Addison, TX 75001

SERVE ON:
The Corporation Trust Incorporated
351 West Camden Street
Baltimore, MD 21201

Defendants.

* *

CLASS ACTION COMPLAINT

Plaintiffs, Michelle Kennedy, Antwan Baker (individually, and on behalf of the Estate of Ebonee Baker), Tywan Baker and Tristan Baker (minors, by their parent and next friend Antwan Baker), Taliah Armstrong and Taylah Armstrong (minors, by their next friend Antwan Baker), Helen Morgan, Darryl Spence and Domonick Dry, each individually and on behalf of others similarly situated (collectively, "Plaintiffs"), by and through their counsel, William H. Murphy

Jr., Nicholas A. Szokoly, Edward L. Cardona III and Murphy, Falcon, & Murphy, P.A., and Jonathan Schochor, Scott Kurlander and Brent Ceryes and Schochor, Federico & Staton, P.A., sue AAAfordable Transportation, LLC, Tracy Dabo, Aliyu Dabo, Concentra Health Services, Inc. t/a Concentra Urgent Care and d/b/a American Current Care, P.A. ("CHS"), American Current Care, P.A. t/a Concentra Urgent Care and d/b/a Concentra Health Services, Inc. ("ACC") and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Urgent Care and d/b/a Concentra Medical Centers ("OHC") ("CHS", "ACC" and "OHC", along with their agents, employees, assigns, officers, directors, management and/or representatives, are hereinafter collectively, "Concentra"), ("AAAfordable Transportation, LLC", "Tracy Dabo", "Aliyu Dabo" and "Concentra" are hereinafter collectively, the "Defendants") and state as follows:

NATURE OF THIS ACTION

1. This action arises out of the catastrophic bus crash that occurred at approximately 6:30 a.m. on Tuesday, November 1, 2016, in the 4000 block of Frederick Avenue in Baltimore City, Maryland. A school bus, owned and operated by AAAfordable and driven by AAAfordable employee, Glenn Chappell, was traveling east on Frederick Avenue when it struck the rear of a 2012 Ford Mustang. After being hit by the school bus, the Ford Mustang then struck the south curb of Frederick Avenue and collided with a brick wall and a metal fence. After striking the Ford Mustang, the school bus continued traveling east on Frederick Avenue, departed the eastbound lane, crossed through the center turn lane, and entered the westbound lanes, where it collided with the left and front sides of a Maryland Transit Administration ("MTA") bus operated by MTA employee, Ebonee Baker, and carrying 12 passengers. Mr. Chappell caused the crash which directly and proximately killed Ms. Baker and four other passengers on the MTA bus and caused serious personal injury to over ten other individuals. Despite actual and/or

constructive knowledge that Mr. Chappell had suffered a seizure at AAAfordable's bus depot just one week prior to the catastrophic November 1, 2016 collision, AAAfordable continued to allow Mr. Chappell to get behind the wheel of a school bus destined to transport children to and from school. That decision proved fatal. Mr. Chappell, who for years suffered from seizures, hypertension and diabetes, took anti-seizure medication, had a checkered driving history that included over a dozen suspensions of his commercial driver's license, and had been involved in at least 12 crashes or incidents while operating a school bus or personal vehicle, reports from some of which describe seizure-like episodes and traffic citations, was also killed in the collision. Despite the aforementioned health and driving afflictions, Mr. Chappell had been medically cleared to drive commercial vehicles by Concentra. Concentra knew or should have known that Mr. Chappell suffered from a debilitating neurological disorder/illness since a simple and reasonable inquiry into Mr. Chappell's medical and driving histories, an inquiry which Concentra was authorized and obligated to perform, would have revealed justifiable cause for Concentra's medical professionals to withhold medically certifying Mr. Chappell to drive a commercial vehicle. Concentra's lackadaisical methods to conducting Mr. Chappell's medical examination also proved fatal.

JURISDICTION & VENUE

2. Jurisdiction is proper in the Circuit Court for Baltimore City pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-102 and § 6-103 because Defendants have an interest in property and/or conduct business in Maryland.

3. Venue, as conferred under Md. Code Ann., Cts. & Jud. Proc. Code Ann. §§ 6-201, 6-202, is proper in Baltimore City because the acts giving rise to the claims occurred in

Baltimore City, Maryland, and Defendants maintain their principal offices and/or carry on regular business in Baltimore City, Maryland.

4. The amount of this claim exceeds $30,000.00.

PARTIES

5. Named Plaintiff Michelle Kennedy is a natural person and a Maryland resident residing at 2806 Maisel Street in Baltimore City, Maryland.

6. Named Plaintiff Antwan Baker is the husband of Ebonee Baker, the personal representative of the Estate of Ebonee Baker, father of Ms. Baker's children, Tywan and Tristan Baker, both minors, and next friend of Ms. Baker's children, Taliah and Taylah Armstrong, both minors. Antwan and Ebonee Baker were married for nine years. Mr. Baker is a natural person and a Maryland resident residing at 5513 Daybreak Terrace in Baltimore County, Maryland.

7. Named Plaintiffs Tywan and Tristan Baker each are natural persons, minors and children of Antwan Baker and Ebonee Baker. Their claims in this suit are brought by their parent and next friend, Antwan Baker. They are both Maryland residents residing with their father, Antwan Baker.

8. Named Plaintiffs Taliah and Taylah Armstrong each are natural persons, minors and children of Ebonee Baker. Their claims in this suit are brought by their next friend, Antwan Baker. They are both Maryland residents residing with their next friend, Antwan Baker.

9. Named Plaintiff Helen Morgan is a natural person and a Maryland resident residing at 1614 Walterswood Road in Baltimore City, Maryland. Ms. Morgan is the mother of Ebonee Baker.

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10. Named Plaintiff Darryl Spence is a natural person and a Maryland resident residing at 1922 East 31st Street in Baltimore City, Maryland. Mr. Spence is the father of Ebonee Baker.

11. Named Plaintiff Domonick Dry is a natural person and a Maryland resident residing at 2425 Keyworth Avenue in Baltimore City, Maryland.

12. Defendant AAAfordable Transportation, LLC is a Maryland Limited Liability Company organized under the laws of Maryland with a principal place of business located in Baltimore City, Maryland. AAAfordable Transportation, LLC carries on regular business, including owning and operating of school busses under a contract with Baltimore City Public Schools, in Baltimore City, Maryland.

13. Defendant Tracy Dabo is a Maryland resident and an owner, officer, and/or member of AAAfordable Transportation, LLC, and responsible for overseeing and maintaining ownership, management, hiring, training, retention, supervision, design, maintenance, inventory, official filings, upkeep, and operation of AAAfordable Transportation, LLC on a daily basis. Tracy Dabo participated in and personally controlled, supervised, accepted, directed and made all decisions regarding the management, hiring, training, retention, supervision, design, maintenance, inventory, official filings, upkeep and operation of AAAfordable Transportation, LLC. At all times relevant to this Complaint, Tracy Dabo personally made, controlled, directed, actively participated in and/or cooperated in the wrongful and tortious acts alleged herein which are the subject matter of this Complaint, and he is personally liable therefore. Tracy Dabo knew or should have known that AAAfordable Transportation, LLC's employee and/or agent, Glenn Chappell, suffered from seizures, or a seizure-like disorder, and that Chappell was taking anti-seizure medications while employed by AAAfordable Transportation, LLC. At all times relevant

to this Complaint, Tracy was acting individually on his own behalf and/or within the scope of his authority.

14. Defendant Aliyu Dabo is a Maryland resident and an owner, officer, and/or member of AAAfordable Transportation, LLC, and responsible for overseeing and maintaining ownership, management, hiring, training, retention, supervision, design, maintenance, inventory, official filings, upkeep, and operation of AAAfordable Transportation, LLC on a daily basis. Aliyu Dabo participated in and personally controlled, supervised, accepted, directed and made all decisions regarding the management, hiring, training, retention, supervision, design, maintenance, inventory, official filings, upkeep and operation of AAAfordable Transportation, LLC. At all times relevant to this Complaint, Aliyu Dabo personally made, controlled, directed, actively participated in and/or cooperated in the wrongful and tortious acts alleged herein which are the subject matter of this Complaint, and he is personally liable therefore. Aliyu Dabo knew or should have known that AAAfordable Transportation, LLC's employee and/or agent, Glenn Chappell, suffered from seizures, or a seizure-like disorder, and that Chappell was taking anti-seizure medications while employed by AAAfordable Transportation, LLC. At all times relevant to this Complaint, Aliyu was acting individually on his own behalf and/or within the scope of his authority.

15. At times in this Complaint, Defendants AAAfordable Transportation, LLC, Tracy Dabo and Aliyu Dabo are collectively referred to herein as "AAAfordable".

16. At all times relevant hereto, Defendant AAAfordable was acting individually and/or by and/or through its actual and/or apparent agents, servants and/or employees, including, but not limited to, Glenn Chappell (hereinafter "Chappell"), and all actions taken by Chappell were within the scope of his actual or apparent agency.

17. Defendant Concentra Health Services, Inc., t/a Concentra Urgent Care and d/b/a American Current Care, P.A., is a foreign corporation organized under the laws of Nevada and registered to do business in Maryland with its principal place of business located in Dallas, Texas. CHS engages in business in the state of Maryland, including throughout Baltimore City. At all relevant times, CHS owned and operated numerous urgent care facilities throughout Maryland with Defendants ACC and OHC under the tradename Concentra Urgent Care, including the urgent care facility at which Chappell obtained his commercial driver medical certification and from which Chappell's Medical Examiner's Certificate was ultimately issued.

18. America Current Care, P.A., t/a Concentra Urgent Care and d/b/a Concentra Health Services, Inc., is a foreign professional association organized under the laws of Texas and registered to do business in Maryland with its principal place of business located in Addison, Texas. ACC engages in business in the state of Maryland, including throughout Baltimore City. At all relevant times, ACC owned and operated numerous urgent care facilities throughout Maryland with Defendants CHS and OHC under the tradename Concentra Urgent Care, including the urgent care facility at which Chappell obtained his commercial driver medical certification and from which Chappell's Medical Examiner's Certificate was ultimately issued.

19. Occupational Health Centers of the Southwest, P.A., d/b/a Concentra Urgent Care and d/b/a Concentra Medical Centers is a foreign professional association organized under the laws of Texas and registered to do business in Maryland with its principal place of business located in Addison, Texas. OHC engages in business in the state of Maryland, including throughout Baltimore City. At all relevant times, OHC operated numerous urgent care facilities throughout Maryland with Defendants CHS and ACC under the tradename Concentra Urgent Care and/or Concentra Medical Centers, including the urgent care facility at which Chappell

obtained his commercial driver medical certification and from which Chappell's Medical Examiner's Certificate was ultimately issued.

20. "CHS", "ACC" and "OHC", along with its agents, employees, assigns, officers, directors, management and/or representatives, are heretofore and hereinafter collectively "Concentra".

21. At all times relevant hereto, Concentra was acting individually and/or by and/or through its actual and/or apparent agents, servants and/or employees, including, but not limited to, Jarrett Wise, PA-C, Edward L. Bird, PA-C, Jennifer Aponte, PA-C, and Darpan Parekh, PA-C, and all actions taken by Messrs. Wise, Bird, Parekh and Ms. Aponte were within the scope of his/her actual or apparent agency.

FACTUAL ALLEGATIONS

22. At approximately 6:30 a.m. on Tuesday, November 1, 2016, a school bus, owned and operated by AAAfordable, was traveling east in the 4000 block of Frederick Avenue in Baltimore City when it struck the rear of a 2012 Ford Mustang also traveling east on Frederick Avenue. After being hit by the school bus, the Ford Mustang then struck the south curb of Frederick Avenue and collided with a brick wall and a metal fence before coming to rest in the eastbound lane. After striking the Mustang, the school bus continued traveling east on Frederick Avenue, departed the eastbound travel lane, crossed through the center turn lane, and entered the westbound travel lane, where it collided with the left and front side of a MTA transit bus.

23. The extent of the school bus's impact ran along the left side of the MTA bus and terminated near the MTA bus's rear axle. (*See* Figure 1, next page).

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Figure 1. Shown are the final positions of buses, looking east on Frederick Avenue. The catastrophically damaged MTA bus is shown at the left. The school bus is shown at the right. (Source: Maryland Transportation Authority Police).

24. The National Transportation Safety Board ("NTSB") investigated the circumstances of the above-described incident and has issued a preliminary report from which many of the factual allegations are derived.

25. The school bus was occupied by 67-year-old driver and AAAfordable employee, agent, servant and/or assign, Glenn Chappell, as well as an adult teacher-aide. No student passengers were on the school bus at the time.

26. The MTA Bus was occupied by 33-year-old driver Ebonee Baker, and 13 passengers, including Named Plaintiffs Michelle Kennedy and Domonick Dry. As a result of the school bus colliding into the MTA bus, Chappell, Ms. Baker and four other passengers on the MTA bus were killed. The nine other MTA bus passengers, the teacher aide on the school bus and driver of the Ford Mustang sustained physical and psychic injuries.

27. Surveillance cameras in the area captured images of the school bus as it traveled east on Fredrick Avenue. In addition, according to the NTSB, the MTA bus was equipped with

an onboard video system that captured the crash. According to the NTSB, preliminary information from these videos indicates that the school bus was traveling approximately 57 mph, in a 30 mph posted speed limit zone, just before striking the Ford Mustang. The airbag control module on the Ford Mustang recorded that it was traveling approximately 16 mph when it was struck from behind. After colliding with the Ford Mustang, the school bus continued east for more than 800 feet and was traveling about 45 mph before it struck the MTA transit bus.

28. NTSB Investigators interviewed the teacher aide who was on the school bus at the time of the crash. The teacher aide recalled asking Chappell what had happened after the impact with the Ford Mustang, but he did not respond.

29. Ms. Baker was hired by MTA in 2005, as a fare inspector with the hope of becoming a bus driver. Ms. Baker was a dedicated employee, eventually working her way up to become a bus driver for the MTA. Ms. Baker was a full-time bus operator, and worked as a secretary as needed during the week. Ms. Baker suffered fatal injuries as a result of the crash leaving behind her husband, four children, her mother and father, and three step-children. Claims in this action related to her death are being brought by her husband, Antwan Baker, individually, on behalf of Ms. Baker's Estate, and on behalf of minors Tywan Baker, Tristan Baker, Taliah Armstrong and Taylah Armstrong, and by her parents, Helen Morgan and Darryl Spence.

30. Named Plaintiff Michelle Kennedy was a passenger on the MTA bus on the day of the incident. Ms. Kennedy was sitting in the front most section of the bus heading to work at the time of the collision. Ms. Kennedy was injured in the crash, sustaining severe physical and psychic injury, including a fractured jaw, concussion, cuts, bruises, gashes, lower back and thigh pain, and cut and swollen face and lips, stress, anxiety, fear, apprehension, stomach aches and headaches. After the collision, Ms. Kennedy was unable to get herself off of the bus and was

assisted by other passengers and passers-by off the bus. Ms. Kennedy was transported to Johns Hopkins to treat her injuries. She was discharged later that day. Ms. Kennedy continues to suffer from the trauma she went through that day and has been unable to work since the date of the collision.

31. Named Plaintiff Domonick Dry was a passenger on the MTA bus on the day of the incident. Mr. Dry was sitting in the rear of the bus heading to work at the time of the collision. Mr. Dry was injured in the crash, sustaining physical and psychic injury, including cuts on his hands, stress, anxiety, fear, apprehension, stomach aches and headaches. After the collision, Mr. Dry assisted other passengers off of the bus, including Named Plaintiff Michelle Kennedy. Mr. Dry was treated for his injuries at the scene of the crash. Mr. Dry continues to suffer from the trauma he went through that day.

32. The school bus was operated by AAAfordable, which had contracts to run seven Baltimore City school bus routes and three Howard County school bus routes.

33. Chappell was a school bus driver employed by AAAfordable and was medically certified by Concentra to operate commercial vehicles (school busses).

34. At all times relevant, Chappell was the actual and/or apparent, duly authorized agent, servant and/or employee of AAAfordable. Chappell operated a school bus for AAAfordable.

35. Chappell, the school bus driver, had been driving for various school bus companies since 2008. He began his employment at AAAfordable in May 2014, but he had an employment hiatus there between April and August 2016; during this period, he worked for another bus company.

36. Chappell had a history of hypertension, diabetes, and seizures. In the past five years, Chappell had been involved in at least 12 crashes or incidents while operating a school bus or personal vehicle. Reports from some of these cases describe seizure-like episodes, including:

(a) In 2008, Chappell hit a parked car because he was distracted and speeding when his vehicle veered from the roadway and struck the parked vehicle. Chappell was ordered to pay thousands of dollars as restitution; and

(b) Chappell was also involved in an accident in February of 2014 when he suffered a medical condition and lost consciousness and control of the vehicle. His vehicle crossed the median and traveled onto oncoming traffic, eventually striking the guardrail. His vehicle then continued on a pedestrian sidewalk before coming to a rest after striking some trees and shrubbery.

37. Chappell also had a lengthy history of other traffic violations. In 2005, he was found guilty of failing to restrain an occupant under the age of 16 while operating a motor vehicle. He was found guilty of the same offense in 2011. In 2014, Chappell was convicted of failing to show a registration card to a police officer during a traffic stop, and in November of 2015, he was convicted of driving a vehicle on suspended registration.

38. In fact, Chappell's checkered driving history reveals: 1) his driver's license was suspended approximately 13 times in the past 18 years, including six times in the past six years; 2) his driving privileges were also suspended on at least two occasions in the Commonwealth of Pennsylvania; 3) at least three of the suspensions were for either failing to appear in court for traffic citations/violations and/or failure to pay child support; 4) additional record entries show that he was cited for speeding, driving on a suspended registration and failure to carry proper registration; and 5) the Motor Vehicle Administration ("MVA") has in its possession at least four letters sent to Chappell notifying him that his Certified Medical Examiner's Certificate had or was about to expire.

39. At the time of the crash at issue in this Complaint, Chappell held a current Medical Examiner's Certificate; however, it was not on file with the MVA. On or about September 8, 2016, approximately two months before the crash, the MVA notified Chappell that, because his medical certificate was not on file, he was no longer authorized to operate a commercial motor vehicle, including the school bus which he drove the morning of the crash.

40. In addition, just one week prior to the November 1, 2016 crash, paramedics were called to AAAfordable's business location because Chappell was experiencing what witnesses described as a seizure.

41. Chappell's medical condition was confirmed by at least one family member that stated that Chappell suffered from life-threatening seizures and was taking anti-seizure medication for his condition.

42. At all times relevant, Concentra understood that wrongfully clearing a commercial vehicle operator put the operator, the operators' passengers as well as others in the operator's path creating a substantial risk of serious personal injury or death.

43. In fact, Concentra held itself out as "one of the nation's leaders in occupational health, with more than 35 years of experience … [and] 400 occupational health clinics and on-sites nationwide." Concentra boasts that it has "500+ board-certified clinicians" and is highly-skilled at the intricacies of commercial motor vehicle physicals, requirements and forms. On its website, Concentra appreciates that the physicals which it conducts for commercial drivers are critical and to "detect physical, mental, and emotional issues that can affect a driver's ability to safely drive a commercial vehicle." Concentra also boasts that it retains "specially trained" medical examiners that "understand the regulations and prevent drivers from being inappropriately disqualified." At all times relevant, Concentra provided the aforementioned

services, including having "specially trained" medical examiners to administer physicals at its urgent care facility at which Chappell went to obtain his commercial driver medical certification and from which Chappell's Medical Examiner's Certificate was ultimately issued.

44. At all times relevant hereto, Concentra was acting individually and/or by and/or through its actual and/or apparent agents, servants and/or employees, including, but not limited to, Jarrett Wise, PA-C, Edward L. Bird, PA-C, Jennifer Aponte, PA-C, and Darpan Parekh, PA-C, and all actions taken by Messrs. Wise, Bird, Parekh and Ms. Aponte were within the scope of his/her actual or apparent agency.

45. Darpan Parekh is a certified physician's assistant in the State of Maryland. Mr. Parekh is an employee, servant and/or agent of Concentra and maintains an office at Concentra Urgent Care in Rosedale, Maryland. Pursuant to state action regulated under COMAR 11.19.05.01, Mr. Parekh routinely certifies individuals as medically cleared to operate commercial vehicles.

46. In July 2013, Mr. Parekh knew or should have known that Chappell suffered from seizures, or a seizure-like disorder, and that Chappell was taking anti-seizure medications when he medically cleared Chappell to operate a commercial vehicle. Mr. Parekh issued Chappell's Medical Examiner's Certificate on July 15, 2013, for a period of two years, expiring on July 15, 2015.

47. Jennifer Aponte is a certified physician's assistant in the State of Maryland. Ms. Aponte is an employee, servant and/or agent of Concentra and maintains an office at Concentra Urgent Care in Baltimore, Maryland. Pursuant to state action regulated under COMAR 11.19.05.01,Ms. Aponte routinely certifies individuals as medically cleared to operate commercial vehicles.

48. In February 2015, Ms. Aponte knew or should have known that Chappell suffered from seizures, or a seizure-like disorder, and that Chappell was taking anti-seizure medications when she medically cleared Chappell to operate a commercial vehicle. Curiously, Ms. Aponte issued Chappell's Medical Examiner's Certificate on February 9, 2015, for a period of only three months, expiring on May 9, 2015, which is prior to the date the Chappell's Certified Medical Examiner's Certificate issued by Ms. Parekh was set to expire. There is, however, no indication or marking on the Medical Examiner's Certificate issued by Ms. Aponte which invalidates and/or extends the Medical Examiner's Certificate issued by Mr. Parekh, or provides the rationale as to why Chappell was required to obtain a supplemental certificate.

49. Edward Bird is a certified physician's assistant in the State of Maryland. Mr. Bird is an employee, servant and/or agent of Concentra and maintains an office at Concentra Urgent Care in Baltimore, Maryland. Pursuant to state action regulated under COMAR 11.19.05.01, Mr. Bird routinely certifies individuals as medically cleared to operate commercial vehicles.

50. On August 31, 2015, Mr. Bird knew or should have known that Chappell suffered from seizures, or a seizure-like disorder, and that Chappell was taking anti-seizure medications when he medically cleared Chappell to operate a commercial vehicle. Mr. Bird issued Chappell's Medical Examiner's Certificate on August 31, 2015, for a period of one year, expiring on August 31, 2016.

51. Upon information and belief, Chappell continued to drive commercial vehicles and/or school buses for AAAfordable without a valid, unexpired Medical Examiner's Certificate for a period of 1.5 to 3.5 months, from either May 9, 2015 or July 15, 2015 until Mr. Bird issued Chappell a renewed Medical Examiner's Certificate on August 31, 2015.

52. Jarrett Wise is a certified physician's assistant in the State of Maryland. Mr. Wise is an employee, servant and/or agent of Concentra and maintains an office at Concentra Urgent Care in Baltimore, Maryland. Pursuant to state action regulated under COMAR 11.19.05.01, Mr. Wise routinely certifies individuals as medically cleared to operate commercial vehicles.

53. On June 20, 2016, Mr. Wise knew or should have known that Chappell suffered from seizures, or a seizure-like disorder, and that Chappell was taking anti-seizure medications when he medically cleared Chappell to operate a commercial vehicle. Mr. Wise issued Chappell's Medical Examiner's Certificate on June 20, 2016, for a period of one year, expiring on June 20, 2017.

54. It was during the timeframe within which Mr. Wise, on behalf of Concentra, had cleared Chappell that Chappell was operating the school bus which caused the November 1, 2016 collision described herein.

55. Messrs. Wise, Bird, Parekh and Ms. Aponte knew or should have known that persons with a history of seizures: 1) should not be issued a Medical Examiner's Certificate unless they had not suffered a seizure for a decade or more and did not take anti-seizure medication; and 2) required an inquiry into their medical and driving histories, an inquiry which Concentra was authorized and obligated to perform, before determining whether or not to medically certify someone to drive a commercial vehicle.

56. The issuance of a Certified Medical Examiner's Certificate to Chappell by Messrs. Wise, Bird, Parekh and Ms. Aponte created a substantial risk of serious personal injury and/or death to all persons, including the Plaintiffs, who encountered Chappell during his daily driving of a school bus.

57. At the time of the incident, the MVA did not have Chappell's Medical Examiner's Certificate on file as required by Maryland law. The MVA had sent two letters to Chappell. The first letter was sent approximately one month before his Medical Examiner's Certificate expired, reminding Chappell that it needed a copy of Chappell's Medical Examiner's Certificate in order for him to operate a commercial vehicle, including school buses. The other letter was sent approximately one week after Chappell's updated Medical Examiner's Certificate was due, informing Chappell that he was no longer authorized to operate a school bus because there was no Medical Examiner's Certificate on file.

CLASS ACTION ALLEGATIONS

58. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

59. This civil action is properly maintainable as a class action pursuant to Maryland Rule 2-231 and includes two classes of victims:

(a) All persons who suffered physical and/or psychic injuries sustained as a result of the November 1, 2016 incident wherein a school bus collided with passenger vehicle(s) and a MTA bus on Frederick Avenue in Baltimore City, Maryland and did not suffer a fatal injury.

(b) All persons who suffered a fatal injury as a result of the November 1, 2016 incident wherein a school bus collided with passenger vehicle(s) and a MTA bus on Frederick Avenue in Baltimore City, Maryland, including the decedent's estates and the decedent's beneficiaries.

60. Excluded from the definition of the Classes are AAAfordable, Concentra and any entity in which AAAfordable and/or Concentra has a controlling interest, any current W-2 employees, officers, or directors of AAAfordable and/or Concentra, the legal representatives, heirs, successors, assigns of AAAfordable and/or Concentra and members of the Maryland Judiciary, and their legal representatives, heirs, successors, assigns, and spouses.

61. The Classes, as defined above, are identifiable and easily ascertainable. Named Plaintiffs Michelle Kennedy and Domonick Dry are members of Class (a). Named Plaintiffs Antwan Baker (individually and as representative of the Estate of Ebonee Baker), Tywan Baker and Tristan Baker (minors, by their parent and next friend Antwan Baker), Taliah Armstrong and Taylah Armstrong (minors, by their next friend Antwan Baker), Helen Morgan and Darryl Spence, are members of Class (b).

Maintainability of Class Action

62. The members of the Plaintiffs' Classes are so numerous that the joinder of all members is impracticable.

63. The questions of law and fact in this case are uniquely common to all members of the Classes.

64. There are common questions of law and fact in this action which are not only common to the Classes, but which predominate over any question affecting only individuals. The predominating questions include, but are not limited to:

(1) Whether Concentra's negligent actions, including but not limited to medically clearing Chappell over the past five years, when it and/or its agents, employees and/or assigns knew or should have known that Chappell suffered from seizures or a seizure-like disorder, and who was taking anti-seizure medication was not medically fit to operate a school bus, directly and proximately resulted in foreseeable injuries or damages to the class members;

(2) Whether Concentra and/or its agents, employees and/or assigns owed a statutory and/or common law duty of care to the class members when it repeatedly issued and/or renewed Chappell's commercial Medical Examiner's Certificate over the past five years when Concentra and/or its agents, employees and/or assigns knew or should have known that Chappell suffered from seizures or a seizure-like disorder, and was taking anti-seizure medication;

(3) Whether Chappell was an actual and/or apparent agent, servant and/or employee of the AAAfordable at all relevant times herein;

(4) Whether AAAfordable's actions and/or alleged failure to act, including their alleged negligent failure to properly investigate, qualify, select, monitor, and supervise

Chappell, directly and proximately resulted in foreseeable injuries or damages to the class members;

(5) Whether AAAfordable's actions and/or alleged failure to ensure that Chappell was properly licensed as a commercial driver, possessed the necessary license for a school bus driver, was medically fit to drive a school bus, was not disqualified from driving a school bus because of his medical condition, directly and proximately resulted in foreseeable injuries or damages to the class members;

(6) Whether AAAfordable's negligent entrustment of the school bus to Chappell, while fully aware that he was not properly licensed and not medically fit operate a commercial vehicle directly and proximately resulted in foreseeable injuries or damages to the class members;

(7) Whether AAAfordable's actions and/or alleged failure to act to prohibit Chappell from driving a school bus on the day of the collision, just one (1) week after he suffered a seizure on company property directly and proximately resulted in foreseeable injuries or damages to the class members;

(8) Whether AAAfordable's actions and/or alleged failure to ensure that it complied with required guidelines, specifically, that all school bus operators were medically cleared to drive, that such operators were properly certified, that such operators did not suffer from seizures or seizure-like disorders, that such operators were not disqualified from operating a school bus because they were taking anti-seizure medication, directly and proximately resulted in foreseeable injuries or damages to the class members;

(9) Whether the Defendants' intentional actions were grossly negligent; and

(10) Whether the Defendants acted with malice by allowing Chappell to operate a school bus despite knowledge that Chappell suffered a seizure on company property just one week prior to the collision.

65. The claims of the Named Plaintiffs, who are representative parties, are typical of the claims or defenses of the members of the Classes.

66. The Named Plaintiffs will fairly and adequately protect the interests of the Classes. The interests of the Named Plaintiffs and of all other members of the Plaintiff Classes are identical, and the Named Plaintiffs are cognizant of their duties and responsibilities to the Classes.

67. This action is properly maintained as a Class Action under Rule 2-231(b)(1)(A) in that separate actions by individual members of the Classes could create a risk of inconsistent or varying adjudications with respect to individual members of the Classes that could establish incompatible standards of conduct for members of the Classes as well as the Defendants.

68. This action is properly maintainable as a Class Action pursuant to Rule 2-231(b)(1)(B) in that separate actions by individual members of the Classes would create a risk of adjudications with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interests of other members not party to the adjudications, or would substantially impair or impede their ability to protect themselves.

69. This action is also properly maintainable under Rule 2-231(b)(3), in that questions of law or fact common to members of the classes predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy between the Classes and Defendants.

The Desirability of Class Action

70. The commonality of issues of law and fact in this case are clear. Many of the members of Plaintiffs' Classes may be unaware of their right to prosecute a claim against the Defendants. This Class Action can be managed without undue difficulty because the Named Plaintiffs will vigorously pursue the interests of the classes by virtue of the fact the Plaintiffs have suffered the same injuries arising out of the same event as other members of the respective classes.

71. To the extent that some members of either Class have an interest in individually controlling the prosecution of a separate action, they may exclude themselves from the Class upon their receipt of notice under Maryland Rules 2-231(e).

72. The difficulties likely to be encountered in the management of a Class Action in this litigation are insignificant, especially when weighed against the virtual impossibility of affording adequate relief to the members of the Classes through dozens of separate actions.

73. Plaintiffs' counsel is experienced in Class Actions and other complex litigation. The lawyers at Murphy, Falcon & Murphy, P.A. and Schochor, Federico & Staton, P.A., have previously litigated class actions with success both within this Court's jurisdiction and elsewhere. Therefore, Plaintiffs' counsel will adequately represent the interests of the Class.

COUNT I
Negligence
(Class (a) Against All Defendants)

74. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

75. Concentra, either itself or through its employees, agents and/or assigns, had a duty to ensure that Chappell was medically eligible to operate a school bus. Concentra, either itself or through its employees, agents and/or assigns, had a duty to ensure that Chappell did not have any medical conditions, including suffering from debilitating seizures, that would cause harm to other drivers, passengers, and/or bystanders. Concentra had a duty to ensure that it was not issuing Certified Medical Examiner's Certificates to anyone who had suffered a seizure within the past decade or who was taking anti-seizure medication so that Chappell did not kill, maim, or otherwise injure other drivers, passengers, and/or bystanders. Concentra, by issuing medical certifications for drivers of commercial vehicles, created a special relationship with Plaintiffs. It was foreseeable to Concentra that issuing proper medical certifications was meant to protect Plaintiffs from the type of harm they suffered.

76. AAAfordable had a duty to ensure that Chappell possessed the necessary medical certificates; was eligible to safely operate a commercial motor vehicle, including the school bus involved in the instant matter; did not suffer from any disabling medical conditions that would cause his medical certificate to be revoked; did not suffer from any disabling medical conditions that would most certainly cause harm to other drivers, passengers, or bystanders; and that Chappell was eligible to operate a commercial vehicle. AAAfordable had a duty of ordinary care to ensure that its employees, agents and/or assigns, including Chappell, operated their vehicle in a safe and reasonable manner.

77. These common law duties are non-delegable and were known or by the exercise of due care should have been known to Defendants.

78. AAAfordable breached its duty when it allowed Chappell to operate a commercial vehicle, including the school bus involved in the instant matter, knowing that Chappell's medical condition was serious and debilitating and would result in harm or death to Plaintiffs. AAAfordable breached its duty when it engaged in intentional acts of misconduct that led to Plaintiffs' death, serious physical injuries, emotional distress, mental, and financial injuries.

79. Concentra breached its duty when it medically cleared Chappell to operate a commercial vehicle, including the school bus involved in the instant matter, knowing that Chappell's medical condition was serious and debilitating and would most certainly result in harm or death to Plaintiffs. Defendant Concentra breached its duty when it engaged in intentional acts of misconduct that led to Plaintiffs' death, serious physical injuries, emotional distress, mental, and financial injuries. Concentra breached its duty when it medically cleared Chappell to drive a commercial vehicle despite knowledge that Chappell suffered numerous seizures in the

past, was prescribed anti-seizure medication, and did not take his anti-seizure medication as prescribed.

80. The issuance of Chappell's Certified Medical Examiner's Certificate under these circumstances created a substantial risk of serious personal injury and/or death realized by the Plaintiffs.

81. AAAfordable and Concentra and/or their officers, directors, management, employees, and/or staff committed breaches of the duties owed to the Plaintiffs and members of the Class including but not limited to the following:

(a) Negligently certifying Chappell to operate a commercial vehicle;

(b) Negligently allowing Chappell to continue to operate commercial vehicles, including said school bus, when he suffered from a medical condition that disqualified him from operating a commercial vehicle, including said school bus;

(c) Negligently failing to maintain the proper medical certifications for Chappell as required by law;

(d) Negligently failing to allow Chappell to operate commercial vehicles, including said school bus, given his history seizures or seizure-like condition, and his taking anti-seizure medications; and/or

(e) Negligently failed to have or enforce the policies and procedures that would have prevented this incident.

82. Defendants AAAfordable and Concentra further breached their duties on a continuing basis by:

(a) Medically clearing Chappell to operate commercial vehicles, including said school bus, when Defendants knew or should have known that Chappell suffered from a debilitating and disqualifying condition that would most certainly cause serious harm or death;

(b) Failing to properly investigate Chappell during his employment with AAAfordable;

(c) Failing to properly investigate Chappell's history of traffic violations;

(d) Failing to properly investigate the previous incidents where Chappell became unconscious and lost control of his vehicle;

(e) Failing to properly investigate his debilitating medical condition, including his seizures or seizure-like condition;

(f) Failing to properly investigate the anti-seizure medication Chappell was prescribed;

(g) Failing to properly investigate whether or not Chappell was taking his anti-seizure medication as prescribed;

(h) Failing to properly investigate the veracity and validity of his medical certification;

(i) Failing to properly investigate his suspension and/or termination of his Commercial Driver's License ("CDL") license;

(j) Failing to take appropriate actions to ensure the safety of individuals that would be at risk; and

(k) Continuing to employ Chappell when AAAfordable knew or should have known that he engaged in wrongful and unlawful conduct including, but not limited to, continuing to operate a school bus when he was not licensed to do so, failing to provide medical

certification pursuant law, rules and/or regulations, and allowing Chappell to operate a school bus while not medically cleared to do so while fully aware of his debilitating and dangerous medical condition;

83. Defendants' continuing breaches of common law duty constituted negligence, gross negligence, carelessness, recklessness and wanton misconduct.

84. Defendants ongoing breaches of the common law and violations of the standards of care proximately caused Plaintiffs physical pain, emotional anguish, severe mental anguish, fear, anxiety, death, damages (both economic and non-economic) and permanent disability, in the past, present and future.

85. Plaintiffs refer to the negligence of Defendants as the sole and proximate cause of the injuries, damages, permanent disability, and death of the Plaintiffs, with Plaintiffs being in no way contributorily negligent.

86. As a direct, proximate, immediate and foreseeable result of Defendants' conduct, the Plaintiffs and the Plaintiff Classes have and/or will suffer permanent economic and non-economic damages including but not limited to:

(a) Severe mental anguish and psychological distress;

(b) Severe physical damages, including permanent disability;

(c) Severe physical pain and suffering;

(d) The cost past, present and future cost of medical care, including but not limited to continued medical treatment, and psychological counseling; and

(e) Lost earnings and diminished earnings capacity.

87. The negligence complained of occurred in Baltimore City, Maryland. Venue is claimed in Baltimore City. The amount in controversy exceeds Seventy Five Thousand Dollars ($75,000.00).

WHEREFORE, Plaintiffs, on behalf of themselves and other similarly situated, demand that they be awarded damages together with equitable relief as follows:

A. Certify this case as a Class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B) and/or Md. Rule 2-231(b)(3).

B. Appoint Named Plaintiffs as Class Representatives;

C. Enter a judgment against Defendants finding that they are liable to Plaintiffs and other similarly situated;

D. Award compensatory damages to each class member in an amount which exceeds $75,000.00, plus interest and costs;

E. Award the costs and expenses of this case, including attorneys' fees;

F. Award pre-judgment and post-judgment interest;

G. Grant equitable relief for providing notice to Plaintiffs and other similarly situated;

H. Award for all other further and general relief as the court deems just and necessary.

COUNT II
Gross Negligence
(Class (a) Against All Defendants)

88. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

89. Concentra, either itself or through its employees, agents and/or assigns, had a duty to ensure that Chappell was medically eligible to operate a school bus. Concentra, either itself or through its employees, agents and/or assigns, had a duty to ensure that Chappell did not have any medical conditions, including suffering from debilitating seizures, that would cause harm to other drivers, passengers, and/or bystanders. Concentra had a duty to ensure that it was not issuing Certified Medical Examiner's Certificates to anyone who had suffered a seizure within the past decade or who was taking anti-seizure medication so that Chappell did not kill, maim, or otherwise injure other drivers, passengers, and/or bystanders. Concentra, by issuing medical certifications for drivers of commercial vehicles, created a special relationship with Plaintiffs. It was foreseeable to Concentra that issuing proper medical certifications was meant to protect Plaintiffs from the type of harm they suffered.

90. AAAfordable had a duty to ensure that Chappell possessed the necessary medical certificates; was eligible to safely operate a commercial motor vehicle, including the school bus involved in the instant matter; did not suffer from any disabling medical conditions that would cause his medical certificate to be revoked; did not suffer from any disabling medical conditions that would most certainly cause harm to other drivers, passengers, or bystanders; and that Chappell was eligible to operate a commercial vehicle. AAAfordable had a duty of ordinary care to ensure that its employees, agents and/or assigns, including Chappell, operated their vehicle in a safe and reasonable manner.

91. However, Defendants breached their duty by engaging in intentional, willful and wanton misconduct with a reckless disregard for human life that did, in fact, lead to injury to Plaintiffs and to their deaths.

92. Concentra breached its duty when it medically cleared Chappell to operate a commercial vehicle, including the school bus involved in the instant matter, knowing that Chappell's medical condition was serious and debilitating and would most certainly result in harm or death to Plaintiffs. Concentra breached its duty when it engaged in intentional acts of misconduct that led to Plaintiffs' death, serious physical injuries, emotional distress, mental, and financial injuries. Concentra breached its duty when it medically cleared Chappell to drive a commercial vehicle despite knowledge that Chappell suffered numerous seizures in the past, was prescribed anti-seizure medication, and did not take his anti-seizure medication as prescribed.

93. Concentra, with an utter indifference for human life, medically cleared Chappell to drive commercial vehicles, including said school bus, in contravention of rules and regulations thereby causing injury and death to Plaintiffs. Concentra, with willful and wanton misconduct and reckless disregard for human life, failed to obey pertinent laws when it knew or should have known that its actions would cause severe injury and death to Plaintiffs. Concentra, with willful and wanton misconduct and reckless disregard and utter indifference for human life, medically cleared Chappell to drive a commercial vehicle despite knowledge that Chappell suffered numerous seizures in the past and did not take his anti-seizure medication.

94. The issuance of Chappell's Certified Medical Examiner's Certificate under these circumstances created dangerous condition giving rise to a substantial risk of serious personal injury and/or death realized by the Plaintiffs.

95. AAAfordable breached its duty when it allowed Chappell to operate a commercial vehicle, including the school bus involved in the instant matter, knowing that Chappell's medical condition was serious and debilitating and would result in harm or death to Plaintiffs.

AAAfordable breached its duty when it engaged in intentional acts of misconduct that led to Plaintiffs' death, serious physical injuries, emotional distress, mental, and financial injuries.

96. AAAfordable, with an utter indifference for human life, allowed Chappell to operate a commercial vehicle, including said school bus, knowing that Chappell's medical condition was serious and debilitating and would result in harm or death to Plaintiffs. AAAfordable, with willful and wanton misconduct and reckless disregard for human life, failed to take any action to prevent Chappell from operating its school buses even after it knew or should have known of his disqualifying medical condition.

97. As a result of Defendants intentional, willful and wanton misconduct with a reckless disregard for human life, Plaintiffs sustained severe physical injuries, including death.

98. As a result of Defendants intentional, willful and wanton misconduct with a reckless disregard for human life, Plaintiffs also sustained emotional, mental, and financial injuries, including, but not limited to, pain and suffering, mental anguish, costs and expenses of medical and legal proceedings, lost wages, and other expenses.

99. The conduct Defendants lacked any legal justification and demonstrated a reckless disregard for human life and the rights of Plaintiffs.

100. Defendants' intentional, willful, and wanton misconduct directly and proximately caused the injuries sustained by Plaintiffs and their deaths. Plaintiffs' injuries or deaths were caused solely by intentional, willful, and wanton misconduct of the Defendants without any wrongdoing on the part of Plaintiffs.

101. Defendants engaged in intentional acts of reckless disregard and gross negligence on a continuing basis by:

(a) Medically clearing Chappell to operate commercial vehicles, including said school bus, when Defendants knew or should have known that Chappell suffered from a debilitating and disqualifying condition that would most certainly cause serious harm or death to Plaintiffs;

(b) Failing to properly investigate Chappell during his employment and/or association with AAAfordable;

(c) Failing to properly investigate Chappell's history of traffic violations, citations, collisions and license suspensions;

(d) Failing to properly investigate the previous incidents where Chappell became unconscious and lost control of his vehicle;

(e) Failing to properly investigate his debilitating medical condition, including his seizures or seizure-like condition;

(f) Failing to properly investigate the anti-seizure medication Chappell was prescribed;

(g) Failing to properly investigate whether or not Chappell was taking his anti-seizure medication as prescribed;

(h) Failing to properly investigate the veracity and validity of his medical certification;

(i) Failing to properly investigate his suspension and/or termination of his CDL license;

(j) Failing to take appropriate actions to ensure the safety of individuals that would be at risk;

(k) Continuing to employ Chappell when AAAfordable knew or should have known that he engaged in wrongful and unlawful conduct including, but not limited to, continuing to operate a school bus when he was not licensed to do so, failing to provide a valid medical certificate, and allowing Chappell to operate a school bus while not medically cleared to do so while fully aware of his debilitating and dangerous medical condition; and

(l) Continuing to medically clear Chappell to operate commercial vehicles, including said school bus, when Concentra knew or should have known that Chappell suffered from a debilitating and disqualifying condition that would most certainly cause serious harm or death to Plaintiffs;

(m) Defendants' intentional, willful and wanton misconduct with a reckless disregard for human life, proximately caused Plaintiffs physical pain, emotional anguish, severe mental anguish, fear, anxiety, death, damages (both economic and non-economic) and permanent disability, in the past, present and future.

102. Plaintiffs refer to the gross negligence of Defendants as the sole and proximate cause of the injuries, damages, permanent disability, and death of the Plaintiffs, with Plaintiffs being in no way contributorily negligent.

103. As a direct, proximate, immediate and foreseeable result of Defendants' willful and wanton misconduct with a reckless disregard for human life Plaintiffs and the Plaintiff Class have and/or will suffer permanent economic and non-economic damages including but not limited to:

(a) Severe mental anguish and psychological distress;

(b) Severe physical damages, including permanent disability;

(c) Severe physical pain and suffering;

(d) The cost past, present and future cost of medical care, including but not limited to, continued medical treatment, and psychological counseling; and

(e) Lost earnings and diminished earnings capacity.

104. The negligence complained of occurred in Baltimore City, Maryland. Venue is claimed in Baltimore City. The amount in controversy exceeds Seventy Five Thousand Dollars ($75,000.00).

WHEREFORE, Plaintiffs, on behalf of themselves and other similarly situated, demand that they be awarded damages together with equitable relief as follows:

A. Certify this case as a Class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B) and/or Md. Rule 2-231(b)(3).

B. Appoint Named Plaintiffs as Class Representatives;

C. Enter a judgment against Defendants finding that they are liable to Plaintiffs and other similarly situated;

D. Award compensatory damages to each class member in an amount which exceeds $75,000.00, plus interest and costs;

E. Award the costs and expenses of this case, including attorneys' fees;

F. Award pre-judgment and post-judgment interest;

G. Grant equitable relief for providing notice to Plaintiffs and other similarly situated;

H. Award for all other further and general relief as the court deems just and necessary.

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COUNT III
Negligent and Grossly Negligent Hiring, Retention, Supervision (Class (a) Against Defendant AAAfordable)

105. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

106. At all relevant times hereto, Chappell was an actual and/or apparent, duly authorized agent, servant and/or employee of AAAfordable.

107. At all times relevant hereto, AAAfordable was responsible to ensure that their agents and employees, including Chappell, were properly licensed and qualified to operate its school buses.

108. At all times relevant hereto, AAAfordable was required by law to maintain the proper medical certification of their bus drivers, including Chappell.

109. At all times relevant hereto, AAAfordable was responsible for ensuring that their school bus drivers, including Chappell, did not suffer debilitating or disqualifying medical conditions that would endanger, injury, or kill other passengers, drivers, or bystanders.

110. AAAfordable was also responsible to ensure that its agents and employees, including Chappell, was medically, physically, and mentally capable of operating their school buses.

111. AAAfordable failed to ensure that Chappell was properly certified as a commercial driver and failed to ensure that Chappell was medically fit to operate a school bus.

112. AAAfordable breached its duties despite having actual or constructive knowledge that Chappell suffered from seizures or seizure-like disorders, including suffering a seizure at AAAfordable's offices just one week prior to the collision at issue herein, and was taking anti-

seizure medications. This condition disqualifies an individual from operating a commercial vehicle, including said school bus.

113. This common law duty is non-delegable and was known or by the exercise of due care should have been known to AAAfordable.

114. Plaintiffs allege that AAAfordable knew, or should have known, that Chappell suffered from a medical condition that caused him to lose consciousness and/or control of vehicles, and would cause severe injury or death to individuals.

115. Plaintiffs also allege that AAAfordable knew, or should have known, that Chappell did not possess a valid CDL license thus, could not legally operate a school bus.

116. AAAfordable breached its duty on an ongoing basis by negligently failing to investigate, credential, qualify, select, monitor and supervise Chappell, and to prohibit Chappell from driving its school bus.

117. AAAfordable's continuing breaches of common law duty constituted negligence, gross negligence, carelessness, recklessness and wanton misconduct.

118. AAAfordable and/or its officers, directors, management, employees, and/or staff committed breaches of the duties owed to the Plaintiffs and members of the Class including but not limited to the following:

(a) Negligently failing to properly supervise, monitor, and oversee Chappell;

(b) Negligently allowing Chappell to continue to operate school buses when he was not properly licensed as required by Maryland law;

(c) Negligently failing to maintain the proper medical certifications on Chappell as required by law;

(d) Negligently failing to allow Chappell to operate school buses given his history of debilitating medical conditions, including a history of seizures;

(e) Negligently failing to have or enforce the policies and procedures that would have prevented this incident; and/or

(f) Failing to properly investigate Chappell during his employment and/or association with AAAfordable;

(g) Failing to properly investigate Chappell's history of traffic violations, citations, collisions and license suspensions;

(h) Failing to properly investigate previous incidents where Chappell became unconscious and lost control of his vehicle;

(i) Failing to properly investigate Chappell's debilitating medical condition, including his seizures;

(j) Failing to properly investigate his suspension and/or termination of his CDL license;

(k) Failing to take appropriate actions to ensure the safety of individuals that would be at risk;

(l) Failing to appropriately select, investigate, monitor and supervise Chappell;

(m) Continuing to employ Chappell when AAAfordable knew or should have known that Chappell engaged in wrongful and unlawful conduct including, but not limited to, the continuing to operate a school bus when he was not licensed to do so, while fully aware of his debilitating and dangerous medical condition, and failing to provide a medical certification to the MVA; and

(n) Continuing to allow Chappell to operate its school bus despite having actual or constructive knowledge that Chappell suffered from seizures or seizure-like disorders, including suffering a seizure at AAAfordable's offices just one week prior to the collision at issue herein, and was prescribed anti-seizure medications.

119. Defendants' ongoing breaches of the common law and violations of the standards of care proximately caused Plaintiffs physical pain, emotional anguish, severe mental anguish, fear, anxiety, death, damages (both economic and non-economic) and permanent disability, in the past, present and future.

120. Plaintiffs refer Defendants' negligent hiring, retention, and supervision as the sole and proximate cause of the injuries, damages, permanent disability, and death of the Plaintiffs, with Plaintiffs being in no way contributorily negligent.

121. As a direct, proximate, immediate and foreseeable result of Defendants' conduct, the Plaintiffs and the Plaintiff Class have and/or will suffer permanent economic and non-economic damages including but not limited to:

(a) Severe mental anguish and psychological distress;

(b) Severe physical damages, including permanent disability;

(c) Severe physical pain and suffering;

(d) The cost past, present and future cost of medical care, including but not limited to, continued medical treatment and psychological counseling; and

(e) Lost earnings and diminished earnings capacity.

122. The negligence complained of occurred in Baltimore City, Maryland. Venue is claimed in Baltimore City. The amount in controversy exceeds Seventy Five Thousand Dollars ($75,000.00).

WHEREFORE, Plaintiffs, on behalf of themselves and other similarly situated, demand that they be awarded damages together with equitable relief as follows:

A. Certify this case as a Class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B) and/or Md. Rule 2-231(b)(3).

B. Appoint Named Plaintiffs as Class Representatives;

C. Enter a judgment against Defendants finding that they are liable to Plaintiffs and other similarly situated;

D. Award compensatory damages to each class member in an amount which exceeds $75,000.00, plus interest and costs;

E. Award the costs and expenses of this case, including attorneys' fees;

F. Award pre-judgment and post-judgment interest;

G. Grant equitable relief for providing notice to Plaintiffs and other similarly situated;

H. Award for all other further and general relief as the court deems just and necessary.

COUNT IV
Negligent Entrustment
(Class (a) Against Defendant AAAfordable)

123. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

124. At all times relevant hereto AAAfordable appointed, engaged, employed and/or contracted with Chappell to act as AAAfordable's actual and/or apparent, duly authorized agent, servant and/or employee and permitted him to remain as such from approximately 2014 to November 1, 2016.

125. AAAfordable knew or should have known that Chappell had a record of dangerous, reckless, and incompetent driving. AAAfordable knew or should have known that Chappell had a history of repeated moving violations, and a lengthy history of collisions that were directly related to, and the direct result, of his seizure disorder or seizure-like disorder, a history of license suspensions and traffic citations.

126. Had AAAfordable exercised due care, they would have known of Chappell's driving history and seizure disorder or seizure-like disorder.

127. Had AAAfordable exercised due care, they would have known that Chappell was on medication for his seizure disorder and that such medication automatically disqualified him as a holder of a CDL, barring him from driving a school bus.

128. Defendants AAAfordable knew or should have known that Chappell's medical certificate was not on file with the MVA as required by law.

129. AAAfordable knew or should have known that Chappell's medical certificate was either not accurate, obtained through falsification of evidence, or negligently issued by Defendant Concentra.

130. AAAfordable knew or should have known that Chappell was not permitted to drive a school bus because of his seizure disorder, the medications he was taking for his seizure disorder, lack of proper medical certification, and the fact that the MVA had sent him notification that he was not permitted to operate a commercial vehicle.

131. Based upon Chappell's driving record, seizure disorder, lack of proper medical certification, and disqualification by the MVA to operate a school bus, AAAfordable knew or should have known that Chappell's use and driving of its vehicle involved the risk of harm to others, even death, including to Plaintiffs.

132. Plaintiffs, as members of the public who used the public highways of the state, were members of a foreseeable class of persons who were at risk of suffering physical harm from Chappell's operation of AAAfordable's school bus.

133. AAAfordable knew that Chappell was likely, and had a propensity, to operate the vehicle in a negligent and unsafe manner that was likely to cause physical harm to others. Accordingly, AAAfordable was negligent in entrusting its vehicle to Chappell that was almost certain to cause harm to others, including Named Plaintiffs and class members.

134. AAAfordable negligence in entrusting the school bus to Chappell, and Chappell's negligence in operating the vehicle, concurrently and proximately caused injury to Plaintiffs.

135. AAAfordable's continuing breaches of common law duty constituted negligence, gross negligence, carelessness, recklessness and wanton misconduct.

136. AAAfordable and/or its officers, directors, management, employees, and/or staff committed breaches of the duties owed to the Named Plaintiffs and members of the Class including but not limited to the following:

(a) Negligently entrusting its school bus to Chappell;

(b) Negligently allowing Chappell to continue to operate school buses when he was not properly licensed as required by Maryland law;

(c) Negligently failing to maintain the proper medical certifications on Chappell as required by Maryland law;

(d) Negligently failing to allow Chappell to operate school buses given his history of debilitating medical conditions, such as seizures and/or seizure-like conditions, and his history of taking anti-seizure medications and/or his history of failing to take his anti-seizure medication as prescribed;

(e) Negligently failing to have or enforce the policies and procedures that would have prevented this incident;

(f) Failing to properly investigate his history of traffic violations;

(g) Failing to properly investigate previous incidents where Chappell became unconscious and lost control of his vehicle;

(h) Failing to properly investigate his debilitating medical condition, including the seizure Chappell suffered at AAAfordable's offices just one week prior to the collision at issue herein;

(i) Failing to properly investigate the propriety of Chappell's medical certification;

(j) Failing to properly investigate his suspension and/or termination of his CDL license; and

(k) Failing to take appropriate actions to ensure the safety of individuals that would be at risk.

137. Defendants AAAfordable's continuing breaches of the applicable standards of care their common law duties constituted negligence, gross negligence, carelessness and recklessness.

138. Defendants AAAfordable's ongoing breaches of the common law and violations of the standards of care proximately caused Plaintiffs physical pain, emotional anguish, severe mental anguish, fear, anxiety, death, damages (both economic and non-economic) and permanent disability, in the past, present and future.

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139. Plaintiffs refer to the negligent entrustment of Defendant AAAfordable as the sole and proximate cause of the injuries, damages, permanent disability, and death of the Plaintiffs, with Plaintiffs being in no way contributorily negligent.

140. As a direct, proximate, immediate and foreseeable result of the AAAfordable's conduct, the Named Plaintiffs and the Plaintiff Class have and/or will suffer permanent economic and non-economic damages including but not limited to:

(a) Severe mental anguish and psychological distress;

(b) Severe physical damages, including permanent disability;

(c) Severe physical pain and suffering;

(d) The cost past, present and future cost of medical care, including but not limited to, continued medical treatment and psychological counseling; and

(e) Lost earnings and diminished earnings capacity.

141. The negligence complained of occurred in Baltimore City, Maryland. Venue is claimed in Baltimore City. The amount in controversy exceeds Seventy Five Thousand Dollars ($75,000.00).

WHEREFORE, Plaintiffs, on behalf of themselves and other similarly situated, demand that they be awarded damages together with equitable relief as follows:

A. Certify this case as a Class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B) and/or Md. Rule 2-231(b)(3).

B. Appoint Named Plaintiffs as Class Representatives;

C. Enter a judgment against Defendants finding that they are liable to Plaintiffs and other similarly situated;

D. Award compensatory damages to each class member in an amount which exceeds $75,000.00, plus interest and costs;

E. Award the costs and expenses of this case, including attorneys' fees;

F. Award pre-judgment and post-judgment interest;

G. Grant equitable relief for providing notice to Plaintiffs and other similarly situated;

H. Award for all other further and general relief as the court deems just and necessary.

COUNT V
Battery
(Class (a) Against All Defendants)

142. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

143. Defendants, intentionally and without Plaintiffs' consent, caused the unpermitted, harmful, and offensive contact with Plaintiffs. Defendants permitted and/or medically cleared Chappell to operate its school bus and intentionally entrusted the school bus to Chappell, despite his history of traffic violations, accidents, and seizures.

144. At all relevant times, Chappell acted as a duly authorized agent and/or employee of AAAfordable.

145. AAAfordable intentionally chose not to remove Chappell from his position as a school bus driver, and allowed him to drive off the lot that morning thereby putting in motion forces that ultimately would result in the unlawful contact with Plaintiffs.

146. Concentra intentionally chose to disregard Chappell's debilitating medical condition, history of seizures, and taking of anti-seizure medication when it continually, and for

years, medically cleared Chappell to drive a commercial vehicle, including the school bus at issue herein thereby putting in motion forces that ultimately would result in the unlawful contact with Plaintiffs.

147. Defendants' intentional conduct was substantially certain to result in a motor vehicle collision that would cause severe injury to Plaintiffs.

148. Defendants set in motion events that resulted in the offensive, nonconsensual contact with a passenger vehicle, the MTA bus, and in turn, other drivers, passengers, and bystanders.

149. Plaintiffs did not consent to the unlawful contact that ultimately led to their severe injuries.

150. Defendants' actions were undertaken deliberately and with actual malice.

151. As a result of Defendants' intentional actions, Plaintiffs sustained severe physical injuries. Plaintiffs also sustained emotional, mental, and financial injuries, including, but not limited to, pain and suffering, mental anguish, costs and expenses of medical and legal proceedings, lost wages, and other expenses.

152. Defendants are liable and vicariously liable for Chappell's conduct.

153. As a result of Defendants' conduct, Plaintiffs sustained severe emotional distress and physical pain, emotional anguish, fear, anxiety, and other physical and emotional injuries, damages (both economic and non-economic) and permanent disability, in the past, present and future, for which this claim is made. The injuries suffered by the Plaintiffs are substantial, continuing and permanent.

154. Defendants' intentional conduct is the sole and proximate cause of the injuries, damages, permanent disability, and/or complaints of the Plaintiffs.

155. As a direct, proximate, immediate and foreseeable result of Defendants' conduct, the Plaintiffs and the Plaintiff Class have and/or will suffer permanent economic and non-economic damages including but not limited to:

(a) Severe mental anguish and psychological distress;

(b) Severe physical damages, including permanent disability;

(c) Severe physical pain and suffering;

(d) The cost past, present and future cost of medical care, including but not limited to, continued medical treatment and psychological counseling; and

(e) Lost earnings and diminished earnings capacity.

156. The acts complained of occurred in Baltimore City, Maryland. Venue is claimed in Baltimore City. The amount in controversy exceeds Seventy Five Thousand Dollars ($75,000.00).

WHEREFORE, Plaintiffs, on behalf of themselves and other similarly situated, demand that they be awarded damages together with equitable relief as follows:

A. Certify this case as a Class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B) and/or Md. Rule 2-231(b)(3).

B. Appoint Named Plaintiffs as Class Representatives;

C. Enter a judgment against Defendants finding that they are liable to Plaintiffs and other similarly situated;

D. Award compensatory damages to each class member in an amount which exceeds $75,000.00, plus interest and costs;

E. Award the costs and expenses of this case, including attorneys' fees;

F. Award pre-judgment and post-judgment interest;

G. Grant equitable relief for providing notice to Plaintiffs and other similarly situated;

H. Award for all other further and general relief as the court deems just and necessary.

COUNT VI
Wrongful Death
(Class (b) Against All Defendants)

157. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

158. Concentra had a duty to ensure that Chappell was medically eligible to operate a school bus. Concentra had a duty to ensure that Chappell could operate commercial vehicles in a safe and lawful manner so as not to cause harm to other drivers, passengers, and/or bystanders. Concentra's issuance of medical certifications, which act to control the conduct of those seeking to drive commercial vehicles in Maryland, creates a special relationship due to the inherent nature of the relationship between Concentra and Plaintiffs.

159. Concentra breached its duty when it medically cleared Chappell to operate a commercial vehicle, including said school bus, knowing that Chappell's medical condition was serious and debilitating and would most certainly result in harm or death to Plaintiffs. Concentra breached its duty when it engaged in intentional acts of misconduct that led to Plaintiffs' deaths.

160. AAAfordable had a duty to ensure that Chappell possessed the necessary medical certificates; was eligible to safely operate a commercial motor vehicle, including said school bus; did not suffer from any disabling medical conditions that would most certainly cause harm to other drivers, passengers, or bystanders; and that Chappell was eligible to operate a commercial vehicle pursuant to the relevant laws and regulations.

161. AAAfordable breached its duty when it allowed Chappell to operate a commercial vehicle, including said school bus, knowing that Chappell's medical condition was serious and debilitating and would result in the death of Plaintiffs. AAAfordable breached its duty when it engaged in intentional acts of misconduct that led to Plaintiffs' deaths.

162. Defendants, and/or their officers, directors, management and/or staff committed breaches of the duties owed to the deceased individuals, including Ebonee Baker, and members of the Class including but not limited to the following:

(a) Negligently clearing Chappell to operate a commercial vehicle;

(b) Negligently allowing Chappell to continue to operate commercial vehicles, including said school bus, when he suffered from a medical condition that disqualified him from operating a commercial vehicle, including said school bus;

(c) Negligently failing to maintain the proper medical certifications for Chappell as required by law;

(d) Negligently failing to allow Chappell to operate commercial vehicles, including said school bus, despite his history seizures or seizure-like condition, and his failing to take his anti-seizure medications as prescribed;

(e) Negligently failing to properly investigate his debilitating medical condition, including the seizure Chappell suffered at AAAfordable's offices just one week prior to the collision at issue herein;

(f) Negligently failing to have or enforce the policies and procedures that would have prevented the incident.

163. Defendants further breached their duties on a continuing basis by:

(a) Medically clearing Chappell to operate commercial vehicles, including said school bus, when Defendants knew or should have known that Chappell suffered from a debilitating and disqualifying condition that would most certainly cause Plaintiffs' deaths;

(b) Failing to properly investigate Chappell's medical condition during his employment and/or association with AAAfordable;

(c) Failing to properly investigate Chappell's history of traffic violations, citations and/or license suspensions;

(d) Failing to properly investigate the previous incidents where Chappell became unconscious and lost control of his vehicle;

(e) Failing to properly investigate his debilitating medical condition, including his seizures or seizure-like condition;

(f) Failing to properly investigate the anti-seizure medication Chappell was prescribed;

(g) Failing to properly investigate whether or not Chappell was taking his anti-seizure medication as prescribed;

(h) Failing to properly investigate the veracity and validity of his medical certification;

(i) Failing to properly investigate his suspension and/or termination of his CDL license;

(j) Failing to take appropriate actions to ensure the safety of individuals that would be at risk;

(k) Continuing to employ Chappell when AAAfordable knew or should have known that he engaged in wrongful and unlawful conduct including, but not limited to,

continuing to operate a school bus when he was not licensed to do so, failing to provide a valid medical certificate, and allowing Chappell to operate a school bus while not medically cleared to do so while fully aware of his debilitating and dangerous medical condition; and

(l) Continuing to allow Chappell to operate its school bus despite having actual or constructive knowledge that Chappell suffered from seizures or seizure-like disorders, including suffering a seizure at AAAfordable's offices just one week prior to the collision at issue herein, and was taking anti-seizure medications.

164. Defendants, individually and/or through their agents, servants and/or employees were directly and proximately responsible for the fatal injuries suffered by the Plaintiffs. Plaintiffs' injuries were caused solely by the actions of the Defendants without any wrongdoing on the part of Plaintiffs.

165. As a direct and proximate result of Defendants' negligent breach of their duties owed to Plaintiffs, and for which the deceased individuals, including Ebonee Baker, would have been able to maintain an action against Defendants and recover damages had they lived, the deceased individuals, including Ebonee Baker, sustained fatal bodily injuries and died as a result.

166. As a direct and proximate result of Defendants' negligence in causing the death of the deceased individuals, including Ebonee Baker, the beneficiaries of the deceased individuals, including Ebonee Baker, have sustained pecuniary loss, mental anguish, emotional pain and suffering, loss of society, marital care, loss of parental care, loss of filial care, loss of attention, loss of advice, loss of counsel, loss of training, loss of guidance, loss of education, costs of expenses of medical and legal proceedings, lost wages, and other expenses.

167. Named Plaintiffs Antwan Baker, Helen Morgan, Darryl Spence and minors Tywan Baker, Tristan Baker, Taliah Armstrong and Taylah Armstrong are primary beneficiaries

of Ebonee Baker's claims in this action pursuant to Md. Code Ann., Cts. & Jud. Proc. § 3-904(a)..

168. This Complaint is timely filed within three years after the death of the Plaintiffs pursuant to Md. Code Ann., Cts. & Jud. Proc. §3-904(g).

WHEREFORE, Plaintiffs, on behalf of themselves and other similarly situated, demand that they be awarded damages together with equitable relief as follows:

A. Certify this case as a Class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B) and/or Md. Rule 2-231(b)(3).

B. Appoint Named Plaintiffs as Class Representatives;

C. Enter a judgment against Defendants finding that they are liable to Plaintiffs and other similarly situated;

D. Award compensatory damages to each class member in an amount which exceeds $75,000.00, plus interest and costs;

E. Award the costs and expenses of this case, including attorneys' fees;

F. Award pre-judgment and post-judgment interest;

G. Grant equitable relief for providing notice to Plaintiffs and other similarly situated;

H. Award for all other further and general relief as the court deems just and necessary.

COUNT VII
Survival Action
(Class (b) Against All Defendants)

169. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

170. Concentra had a duty to ensure that Chappell was medically eligible to operate a school bus. Concentra had a duty to ensure that Chappell could operate commercial vehicles in a safe and lawful manner so as not to cause harm to other drivers, passengers, and/or bystanders.

171. Concentra breached its duty when it medically cleared Chappell to operate a commercial vehicle, including said school bus, knowing that Chappell's medical condition was serious and debilitating and would most certainly result in harm or death to Plaintiffs. Concentra breached its duty when it engaged in intentional acts of misconduct that led to Plaintiffs' deaths.

172. AAAfordable had a duty to ensure that Chappell possessed the necessary medical certificates; was eligible to safely operate a commercial motor vehicle, including said school bus; did not suffer from any disabling medical conditions that would most certainly cause harm to other drivers, passengers, or bystanders; and that Chappell was eligible to operate a commercial vehicle pursuant to relevant laws and regulations.

173. AAAfordable breached its duty when it allowed Chappell to operate a commercial vehicle, including said school bus, knowing that Chappell's medical condition was serious and debilitating and would result in the death of Plaintiffs. AAAfordable breached its duty when it engaged in intentional acts of misconduct that led to Plaintiffs' deaths.

174. Defendants, and/or their officers, directors, management and/or staff committed breaches of the duties owed to the deceased individuals, including Ebonee Baker, and members of the Class including but not limited to the following:

(a) Negligently clearing Chappell to operate a commercial vehicle;

(b) Negligently allowing Chappell to continue to operate commercial vehicles, including said school bus, when he suffered from a medical condition that disqualified him from operating a commercial vehicle, including said school bus;

(c) Negligently failing to maintain the proper medical certifications for Chappell as required by law;

(d) Negligently failing to allow Chappell to operate commercial vehicles, including said school bus, given his history seizures or seizure-like condition, and his taking anti-seizure medications;

(e) Negligently failing to properly investigate his debilitating medical condition, including the seizure Chappell suffered at AAAfordable's offices just one week prior to the collision at issue herein;

(f) Negligently failing to have or enforce the policies and procedures that would have prevented the incident.

175. Defendants further breached their duties on a continuing basis by:

(a) Medically clearing Chappell to operate commercial vehicles, including said school bus, when Defendants knew or should have known that Chappell suffered from a debilitating and disqualifying condition that would most certainly cause Plaintiffs' deaths;

(b) Failing to properly investigate Chappell's medical condition during his employment and/or association with AAAfordable;

(c) Failing to properly investigate Chappell's history of traffic violations, citations and/or license suspensions;

(d) Failing to properly investigate the previous incidents where Chappell became unconscious and lost control of his vehicle;

(e) Failing to properly investigate his debilitating medical condition, including his seizures or seizure-like condition;

(f) Failing to properly investigate the anti-seizure medication Chappell was prescribed;

(g) Failing to properly investigate whether or not Chappell was taking his anti-seizure medication as prescribed;

(h) Failing to properly investigate the veracity and validity of his medical certification;

(i) Failing to properly investigate his suspension and/or termination of his CDL license;

(j) Failing to take appropriate actions to ensure the safety of individuals that would be at risk;

(k) Continuing to employ Chappell when AAAfordable knew or should have known that he engaged in wrongful and unlawful conduct including, but not limited to, continuing to operate a school bus when he was not licensed to do so, failing to provide a valid medical certificate, and allowing Chappell to operate a school bus while not medically cleared to do so while fully aware of his debilitating and dangerous medical condition; and

(l) Continuing to allow Chappell to operate its school bus despite having actual or constructive knowledge that Chappell suffered from seizures or seizure-like disorders, including suffering a seizure at AAAfordable's offices just one week prior to the collision at issue herein, and was taking anti-seizure medications.

176. Defendants, individually and/or through their agents, servants and/or employees were directly and proximately responsible for the fatal injuries suffered by the deceased individuals, including Ebonee Baker. Plaintiffs' injuries were caused solely by the actions of the

Defendants without any wrongdoing on the part of Plaintiffs or the deceased individuals, including Ebonee Baker.

177. As a result of these acts, the deceased individuals, including Ebonee Baker, sustained severe physical injuries, including death. Between the time the deceased individuals, including Ebonee Baker, were hit by the school bus and the time of their deaths, they were conscious and living for some time before succumbing to their injuries, and therefore, experienced conscious pain and suffering before they died.

178. This Complaint is timely filed within three years after deceased individuals' deaths, including the death of Ebonee Baker, pursuant to Md. Code Ann., Cts. & Jud. Proc. §3-904(g).

179. The Defendants' acts directly and proximately caused the conscious pain and suffering sustained by the deceased individuals, including Ebonee Baker. Deceased individuals', including Ebonee Baker's, injuries were caused solely by the actions of the Defendants without any wrongdoing on the part of Plaintiffs or the deceased individuals, including Ebonee Baker. Had Defendants not committed the acts alleged herein, deceased individuals, including Ebonee Baker, would not have suffered before their deaths.

WHEREFORE, Plaintiffs, on behalf of themselves and other similarly situated, demand that they be awarded damages together with equitable relief as follows:

A. Certify this case as a Class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B) and/or Md. Rule 2-231(b)(3).

B. Appoint Named Plaintiffs as Class Representatives;

C. Enter a judgment against Defendants finding that they are liable to Plaintiffs and other similarly situated;

D. Award compensatory damages to each class member in an amount which exceeds $75,000.00, plus interest and costs;

E. Award the costs and expenses of this case, including attorneys' fees;

F. Award pre-judgment and post-judgment interest;

G. Grant equitable relief for providing notice to Plaintiffs and other similarly situated;

H. Award for all other further and general relief as the court deems just and necessary.

Respectfully submitted,

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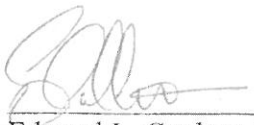
DEMAND FOR JURY TRIAL

Plaintiffs, by undersigned counsel, hereby demand a trial by jury.



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