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Attorneys for Plaintiff

JESSICA GARCIA,  
Plaintiff,  
v.

UNION CITY BOARD OF EDUCATION  
d/b/a UNION CITY HIGH SCHOOL  
a/k/a HIGH HALL HIGH SCHOOL;  
FRANCISCO REALPE; PIVOTAL  
DEVELOPMENTS, LLC; JOHN DOE (1-  
10) fictitious names; and JOHN  
DOE, INC. (1-10) fictitious  
names,  
Defendants.

SUPERIOR COURT OF NEW JERSEY  
HUDSON COUNTY - LAW DIVISION  
DOCKET NO.:

Civil Action

**COMPLAINT WITH JURY DEMAND**

Plaintiff Jessica Garcia by way of complaint against defendants, hereby states:

1. Plaintiff Jessica Garcia is an adult individual currently residing in the County of Middlesex, State of New Jersey.

2. At all times relevant to the events giving rise to this complaint, plaintiff Jessica Garcia was a minor student attending the Union City High School located at 2500 John F. Kennedy Blvd, Union City, NJ 07087.

3. Defendant Union City Board of Education is a public entity amenable to suit pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, *et seq.* and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12, *et seq.*

4. Defendant, Francisco Realpe, is an adult individual who, at all times relevant to the events giving rise to this Complaint, was employed as a teacher and coach by the Union City Board of Education.

5. Pivotal Developments, LLC is a corporate entity.

6. As a public entity, Union City Board of Education is a place of public accommodation subject to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12, *et seq.*

7. Additionally, and in the alternative, Union City High School, owned and operated by Defendant Union City Board of Education, is itself a place of public accommodation.

8. John Doe (1-10) fictitious names are unidentified individuals who were negligent or otherwise responsible for the damages to plaintiff outlined herein.

9. John Doe, Inc. (1-10) fictitious names are unidentified corporate, municipal, charitable, or other legal entities who were negligent or otherwise responsible for the damages to plaintiff as outlined herein.

10. At all times relevant to the events giving rise to this complaint, Union City Board of Education was a duly organized and existing Board of Education in the County of Hudson, State of New Jersey.

11. At all times relevant to the events giving rise to this complaint, the Union City Board of Education controlled the hiring,

retention, and supervision of Francisco Realpe.

12. On or about 2004, Francisco Realpe was one of the coaches of Plaintiff Jessica Garcia.

13. At or about this time, Francisco Realpe would routinely and openly engage in sexually explicit and flirtatious conversations with female students at the school.

14. One evening at school after a softball practice in the Spring, Francisco Realpe engaged in another such conversation with Jessica Garcia.

15. Afterwards, Francisco Realpe began kissing Jessica Garcia and ultimately took her into his secluded office where he engaged in sexual intercourse with her, which was extremely painful and caused her to bleed profusely.

16. Subsequently, in the Spring/Summer of 2004, Jessica Garcia and her friend M.C. were at Ms. Garcia's house while her parents were away.

17. Francisco Realpe came over to the residence.

18. While the three of them were watching television together, Francisco Realpe began to kiss and undress M.C.

19. Later in the summer of 2004, a group of minors were at the residence of Ms. Garcia's family while her parents were away.

20. Francisco Realpe arrived at Jessica Garcia's residence with alcohol that he provided to the students there.

21. Later that night, Francisco locked himself in a room with

another minor M.B.

22. At all times relevant herein, Francisco Realpe maintained supervisory and disciplinary authority over Jessica Garcia as her coach and her teacher at Union City High School.

23. At all times herein, Francisco Realpe had the authority by virtue of his role as a teacher and coach employed by Union City Board of Education to control the conditions of the environment at school for Jessica Garcia including but not limited to discipline, participation in extra-curricular activities, and to issue direct orders as her coach.

24. At all times relevant herein, Francisco Realpe used his position of trust and supervision over Jessica Garcia to groom her in order to commence physical sexual contact with her, to commence a physical sexual contact/intercourse with her, to coerce her to engage in sexual contact/intercourse with others, and to utilize her to groom/target other minors and/or students.

**COUNT I**  
**SEXUAL ABUSE OF A MINOR**  
**JESSICA GARCIA v. FRANCISCO REALPE**

25. Plaintiff incorporates the previous paragraphs as if set forth herein.

26. This count is brought pursuant to N.J.S.A. 2A:61B-1.

27. Defendant Francisco Realpe knowingly, willingly, and intentionally committed acts of sexual abuse in the form of sexual contact and/or sexual penetration of Jessica Garcia, a child under

the age of 18.

28. As a result of Realpe's conduct, Jessica Garcia was caused to suffer harm in the form of physical violation, physical pain and suffering, emotional pain and suffering, psychological damage, violation of her civil and/or constitutional rights, and/or past and future economic losses.

WHEREFORE, plaintiff Jessica Garcia demands judgment in her favor and against Defendants Francisco Realpe, John Doe (1-10) fictitious names, and John Doe, Inc. (1-10) fictitious names individually, jointly, severally, and in the alternative in an amount sufficient to compensate her for her damages under the laws of the State of New Jersey, together with costs of suit, reasonable counsel fees and such further relief as the Court may deem just and appropriate.

**COUNT II**

**PIERCING THE CORPORATE VEIL**

**JESSICA GARCIA v. PIVOTAL DEVELOPMENTS, LLC, JOHN DOE (1-10) fictitious names, JOHN DOE, INC. (1-10) fictitious names**

29. Plaintiff incorporates the previous paragraphs as if set forth herein.

30. Pivotal Developments, LLC is the alter-ego and business conduit of Francisco Realpe.

31. Additionally, and/or in the alternative, Pivotal Developments, LLC is structured so as to bypass the financial obligations of Francisco Realpe.

32. Additionally, and/or in the alternative, Pivotal Developments, LLC is engaged in the practice of perpetrating fraudulent conduct and/or furthering and aiding Francisco Realpe's tortious conduct as described herein.

33. Accordingly, the corporate veil of Pivotal Developments, LLC should be pierced and determined liable to the extent of the liabilities of Francisco Realpe.

WHEREFORE, plaintiff Jessica Garcia demands judgment in her favor and against Defendants Francisco Realpe, Pivotal Developments, LLC, John Doe (1-10) fictitious names, and John Doe, Inc. (1-10) fictitious names individually, jointly, severally, and in the alternative in an amount sufficient to compensate her for her damages under the laws of the State of New Jersey, together with costs of suit, reasonable counsel fees and such further relief as the Court may deem just and appropriate.

**COUNT III**  
**NEGLIGENCE**

**JESSICA GARCIA v. UNION CITY BOARD OF EDUCATION, JOHN DOE, INC. (1-10) fictitious names**

34. Plaintiff incorporates the previous paragraphs as if set forth herein.

35. At all times relevant herein, Francisco Realpe was an agent, employee, and/or servant of Defendants Union City Board of Education and/or John Doe, Inc. (1-10) fictitious names.

36. Over the course of Francisco Realpe's employment, he

sexually abused Jessica Garcia as well as other minors over an extended period of time.

37. At all times relevant herein, Union City Board of Education and/or John Doe, Inc. (1-10) fictitious names exercised authority and control over the hiring, retention, and supervision of Francisco Realpe.

38. Defendants Union City Board of Education and/or John Doe, Inc. (1-10) fictitious names were negligent in the hiring, retention, and supervision of Francisco Realpe in that they:

- a. failed to adequately screen him by conducting appropriate background checks, failed to collect or interview references, or otherwise failed to exercise due diligence as discovery may reveal;
- b. failed to appropriately supervise and/or monitor his contact with the children under his care, including Jessica Garcia, when he openly flirted with children, showed increased attention to certain children, spent time alone with those children, had contact with those children outside of school related functions, and otherwise exhibited warning signs that he was developing inappropriate relationships with the children under his care;
- c. retained him despite warning signs and/or reports of inappropriate contact and/or relationships with the

children under his care;

d. Failed to appropriately train other teachers and administrators regarding recognizing and reporting inappropriate behavior by Realpe.

39. As a result of the negligence of Defendants Union City Board of Education, John Doe (1-10) fictitious names, and/or John Doe, Inc. (1-10) fictitious names, Plaintiff Jessica Garcia was caused to suffer harm in the form of physical violation, physical pain and suffering, emotional pain and suffering, psychological damage, violation of his civil and/or constitutional rights, and/or past and future economic losses.

40. The negligence of Defendants Union City Board of Education, John Doe (1-10) fictitious names, and/or John Doe, Inc. (1-10) fictitious names resulted in, and was the actual and proximate cause of, the aforementioned harm to Plaintiff Jessica Garcia.

WHEREFORE, plaintiff Jessica Garcia demands judgment in her favor and against Defendants Union City Board of Education, John Doe (1-10) fictitious names, and John Doe, Inc. (1-10) fictitious names individually, jointly, severally, and in the alternative in an amount sufficient to compensate her for her damages under the laws of the State of New Jersey, together with costs of suit, reasonable counsel fees and such further relief as the Court may deem just and appropriate.



**COUNT IV**  
**GROSS NEGLIGENCE/RECKLESSNESS**  
**JESSICA GARCIA v. UNION CITY BOARD OF EDUCATION, and JOHN DOE,**  
**INC. (1-10) fictitious names**

41. Plaintiff incorporates the previous paragraphs as if set forth herein.

42. Over the course of Francisco Realpe's employment, he sexually abused Jessica Garcia as well as at least one other minor student.

43. Additionally, Francisco Realpe had a widespread reputation for behaving inappropriately with female students.

44. Despite this, the conduct of Defendant Union City Board of Education, in its acts and/or omissions, created an unreasonable risk of harm to Jessica Garcia and other students and/or represented a willful and wanton disregard of the harm that would result due to their failure to appropriately screen and supervise Realpe, their disregard of inappropriate conduct, and failure to appropriately train their staff to respond to inappropriate behavior.

45. Given the particularly vulnerable nature of Plaintiff Jessica Garcia as a minor, and the other children under Francisco Realpe's care and supervision, the failures of Defendants as delineated herein were of such a grossly dangerous and egregious nature as to go beyond a general lack of due diligence, and demonstrated willful and wanton disregard for the well-being of

Jessica Garcia as to constitute grossly negligent and/or reckless conduct unacceptable in a civilized society.

46. As a result of the gross negligence and/or recklessness of Defendants Union City Board of Education, John Doe (1-20) fictitious names, and/or John Doe, Inc. (1-20) fictitious names, Plaintiff Jessica Garcia was caused to suffer harm in the form of physical violation, physical pain and suffering, emotional pain and suffering, psychological damage, violation of her civil and/or constitutional rights, and/or past and future economic losses.

47. The gross negligence and/or recklessness of Defendants Union City Board of Education, John Doe (1-20) fictitious names, and/or John Doe, Inc. (1-20) fictitious names resulted in, and was the actual and proximate cause of, the aforementioned harm to Plaintiff Jessica Garcia.

WHEREFORE, plaintiff Jessica Garcia demands judgment in her favor and against Defendants Union City Board of Education, John Doe (1-10) fictitious names, and John Doe, Inc. (1-10) fictitious names individually, jointly, severally, and in the alternative in an amount sufficient to compensate her for her damages under the laws of the State of New Jersey, together with costs of suit, reasonable counsel fees and such further relief as the Court may deem just and appropriate.

**COUNT V**  
**PLACE OF PUBLIC ACCOMMODATION HOSTILE ENVIRONMENT DISCRIMINATION**  
**BASED ON SEX**  
**JESSICA GARCIA v. UNION CITY BOARD OF EDUCATION, and JOHN DOE,**  
**INC. (1-10) fictitious names**

48. Plaintiff incorporates the previous paragraphs as if set forth herein.

49. This count is pled pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12, *et seq.*

50. Defendants Union City Board of Education and/or John Doe, Inc. (1-10) fictitious names are municipal and/or corporate entities which operate the Union City High School, and which also utilize physical facilities they own.

51. Defendants Union City Board of Education, John Doe, Inc. (1-10) fictitious names, and the Union City High School are government entities, maintain close ties to government entities, engage in public solicitation, and/or provide a public service.

52. The Union City Board of Education, Union City High School, and John Doe Inc.(1-10) fictitious names are places of public accommodation.

53. At all times relevant herein, Francisco Realpe was an employee, agent, and/or servant of the Union City Board of Education and/or John Doe, Inc. (1-10) fictitious names.

54. Francisco Realpe engaged in sexually inappropriate comments, advances, and ultimately sexual contact with and abuse of Plaintiff Jessica Garcia.

55. Defendant Francisco Realpe's conduct was sexual on its face and therefore motivated by Plaintiff Jessica Garcia's female sex.

56. Francisco Realpe's conduct of grooming minor students under his control and authority, initiating sexual relationships with them, and such other inappropriate transgressions as discovery may reveal occurred sufficiently frequently and was of such serious character that it altered the conditions of the environment so that an objectively reasonable individual would perceive the environment to be hostile.

57. Defendants Union City Board of Education and/or John Doe (1-10) Inc. fictitious names are responsible for the hostile environment created by Francisco Realpe because he was empowered by his relationship with Defendant Union City Board of Education and/or John Doe, Inc. (1-10) fictitious names to control the conditions of the environment for the minor children under his care, including Plaintiff Jessica Garcia.

58. Additionally and/or in the alternative, Defendants Union City Board of Education and/or John Doe Inc. (1-10) fictitious names are responsible for the hostile environment created by Francisco Realpe because they were independently negligent in their failure to appropriately hire, retain, and supervise Francisco Realpe and/or their failure to enact or enforce appropriate preventative, reporting, or investigative anti-

harassment and abuse policies and practices.

59. As a result of the hostile environment delineated herein, Plaintiff Jessica Garcia was caused to suffer harm in the form of physical violation, physical pain and suffering, emotional pain and suffering, psychological damage, violation of his civil and/or constitutional rights, and/or past and future economic losses.

WHEREFORE, plaintiff Jessica Garcia demands judgment in her favor and against Defendants Union City Board of Education, John Doe (1-10) fictitious names, and John Doe, Inc. (1-10) fictitious names individually, jointly, severally, and in the alternative in an amount sufficient to compensate her for her damages under the laws of the State of New Jersey, together with costs of suit, reasonable counsel fees and such further relief as the Court may deem just and appropriate.

**COUNT VI**

**INJUNCTIVE RELIEF**

**JESSICA GARCIA v. UNION CITY BOARD OF EDUCATION, and JOHN DOE, INC. (1-10) fictitious names**

60. Plaintiff incorporates the previous paragraphs as if set forth herein.

61. This count is pled pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12, *et seq.* and/or the New Jersey Civil Rights Act, N.J.S.A. 10:5-12, *et seq.*

62. Defendants Union City Board of Education and/or John Doe, Inc. (1-10) fictitious names are municipal and/or corporate entities

and/or maintain close ties to government entities, engage in public solicitation, and/or provide a public service.

63. The Union City Board of Education, Union City High School, and John Doe, Inc. (1-10) fictitious names are places of public accommodation.

64. The failure of the Union City Board of Education, Union City High School, and John Doe, Inc. (1-10) fictitious names to enact or enforce meaningful and effective preventative, reporting, and investigative policies and practices regarding sexual abuse constitutes an infringement of the New Jersey Law Against Discrimination and the New Jersey Civil Rights Act, and constitutes a continuing risk of irreparable harm to any and all children currently under the care, custody, and/or supervision of Defendants.

65. The failure of the Union City Board of Education and John Doe, Inc. (1-10) fictitious names to enact or enforce meaningful and effective preventative, reporting, and investigative policies and practices regarding sexual abuse constitutes an infringement of the New Jersey Law Against Discrimination and the New Jersey Civil Rights Act and is a subject in which the public has a significant interest in correcting.

66. Injunctive remedy directing the Union City Board of Education and/or John Doe, Inc. (1-10) fictitious names to enact or enforce meaningful and effective preventative, reporting, and

investigative policies and practices regarding sexual abuse will not result in undue or unfair prejudice or harm to Defendants.

WHEREFORE, plaintiff Jessica Garcia demands judgment in her favor and against Defendants Union City Board of Education, John Doe (1-10) fictitious names, and John Doe, Inc. (1-10) fictitious names individually, jointly, severally, and in the alternative in the form of injunctive relief addressing the failures of defendants to protect those vulnerable students under their care and custody, together with costs of suit, reasonable counsel fees, and such further relief as the Court may deem just and appropriate.

**COUNT VII**  
**PUNITIVE DAMAGES**

**JESSICA GARCIA v. UNION CITY BOARD OF EDUCATION; FRANCISCO REALPE; JOHN DOE(S) (1-10) fictitious names; and JOHN DOE, INC. (1-10) fictitious names**

67. Plaintiff incorporates the previous paragraphs as if set forth herein.

68. This Count is pled pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12, *et seq*, and/or common law negligence with respect to the Union City Board of Education and the Child Sexual Abuse Statute, N.J.S.A. 2A:61B-1, with respect to Francisco Realpe.

69. The conduct alleged herein, the sexual abuse of Jessica Garcia by Francisco Realpe and the failures of Union City Board of Education, John Doe (1-10) fictitious names, and/or John Doe, Inc. (1-10) fictitious names as delineated herein, were willful, wanton,

and outrageous in nature.

70. More specifically, the risk of sexual abuse of minors is a serious harm that poses a grave threat to the permanent well-being of those minors as well as the fabric of our society.

71. Given this severe risk of harm and the conduct delineated herein, Defendants actions constituted a knowing and/or willful and wanton and/or reckless disregard and indifference that their conduct would result in serious harm to Plaintiff Jessica Garcia.

WHEREFORE, plaintiff Jessica Garcia demands judgment in her favor and against Defendants Francisco Realpe, Union City Board of Education, John Doe (1-10) fictitious names, and John Doe, Inc. (1-10) fictitious names individually, jointly, severally, and in the alternative in an amount sufficient to compensate her for her damages under the laws of the State of New Jersey, together with costs of suit, reasonable counsel fees and such further relief as the Court may deem just and appropriate.

BARRY, CORRADO & GRASSI, P.C.

Dated: April 8, 2021

BY:

  
OLIVER BARRY, ESQUIRE  
Attorneys for Plaintiff



**DEMAND FOR JURY TRIAL**

Jury trial is demanded on all issues raised herein.

**DESIGNATION OF TRIAL COUNSEL**

TAKE NOTICE that Oliver T. Barry, Esquire is hereby designated as trial counsel in the above captioned litigation for the firm of Barry Corrado & Grassi, P.C. pursuant to R. 4:5-1.

**R. 4:5-1 CERTIFICATION**

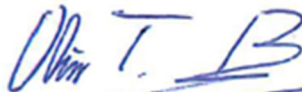
I certify the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, and no other action or arbitration proceeding is contemplated, except as follows: None.

There are no other known necessary parties, other than any presently unknown defendants, designated herein as fictitious defendants, John Doe (1-10) fictitious names, and John Doe., Inc. (1-10) fictitious names.

**CONFIDENTIAL PERSONAL IDENTIFIERS**

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

BARRY, CORRADO & GRASSI, P.C.



Dated: April 8, 2021

OLIVER BARRY, ESQUIRE  
Attorneys for Plaintiff