

NO.

09CII1551

JEFFERSON CIRCUIT COURT

DIVISION _____

MARC HAMPTON, ADMINISTRATOR OF THE
ESTATES OF JEMAR CLAYBROOKS, DEMAR
CLAYBROOKS AND MARC CLAYBROOKS
1354 South 26th Street
Louisville, Kentucky 40210

JEFFERSON CIRCUIT CO.
DIVISION OF PLAINTIFFS

And

MARC ALAN HAMPTON, Individually
1354 South 26th Street
Louisville, Kentucky 40210

And

NATASHA CLAYBROOKS, Individually
442 North 29th Street
Louisville, Kentucky

vs.

COMPLAINT

YOUTH ALIVE, INC.
1811 Dumesnil Street
Louisville, Kentucky 40210

PETITION AND _____	EXHIBITS FILED
SUMMONS AND <u>2</u>	COP <u>ies</u> ISSUED
NOV 23 2009	
ATTEST: DAVID L. NICHOLSON, CLERK	
BY <u>[Signature]</u> D.C.	

Jury fee paid

SERVE: Kenny Boyd, Registered Agent
4212 St. Francis LANE
Louisville, KY 40218 cm

And

CHANIKA BARTEE
Parent and Next Friend of
Herbert Lee, A Minor
2127 Bolling Avenue
Louisville, Kentucky 40210 cm

UNKNOWN DEFENDANTS n/p

DEFENDANTS

[Handwritten initials]

Come Plaintiffs, Marc Alan Hampton, Administrator of the Estates of Jemar Claybrooks, Demar Claybrooks and Marc Claybrooks, and Marc Hampton, Individually and Natasha Claybrooks, Individually, by counsel, and for their causes of action herein state as follows:

COUNT I

1. That Hampton qualified and was appointed Administrator of the Estates of Jemar and Demar Claybrooks, both age 16 at the time of the events complained of herein, and Marc Claybrooks, age 14 at the time of the events complained of herein, by order of the Jefferson County Probate Court on January 5, 2009. The Certificates of Qualification are attached hereto as Collective Exhibit 1.

2. That at the time of the incident complained of herein, the Defendant Youth Alive, Inc. was a non-profit corporation organized and operating under the laws of the Commonwealth of Kentucky for the purpose of fostering programs designed to empower disadvantaged youth to become successful citizens in the Louisville community and the aforesaid deceased youth were participants in the said Defendant's programs.

3. That on or about December 18, 2008 the said Defendant transported Jemar, Demar and Marc Claybrooks to an event sponsored by the Youth Alive at the Presbyterian Community Center in the Smoke Town area of the city of Louisville.

4. That at the conclusion of the above-mentioned activity at the Presbyterian Community Center, the said Defendant's employee, Tanya Middleton, who was supervising the safe and proper return of the Claybrooks brothers to their homes, put them, along with their friend, Aaron Shields, in the care and control of the sixteen year

old Herbert Lee. In the course of attempting to return them home, Lee, who was not licensed to operate a motor vehicle, placed them in a stolen automobile that he was driving.

5. That at approximately 8:30 p.m. near the intersection of Hill and Third Street in Louisville, Kentucky, Lee, while attempting to elude the police, lost control of the vehicle and crashed into a tree causing the deaths of Jemar, Demar, and Marc Claybrooks..

6. That at the aforesaid date, time, and place, the Defendant Youth Alive, Inc. had a duty to deliver and monitor the safe return of the boys back to its facility or to their homes in a responsible and prudent manner, including being accompanied by and or driven by a licensed and responsible adult, and to have properly trained its staff in that regard. The said Defendant failed, acting through its employees, failed in that duty by negligently entrusting the Claybrooks brothers to the care, supervision and control of Lee.

7. That as a direct and proximate result of the negligence of the Defendant Youth Alive, Inc., and/or any Unknown Defendant(s), the Claybrooks boys were fatally injured, thereby depriving them of the ability to earn a living, and as a consequence entitling their respective estates to damages for lost wages in amounts in excess of the jurisdictional limits of this court.

8. That prior to his death, Jemar Claybrooks suffered great and excruciating pain and suffering thereby entitling his estate to additional damages in an amount in excess of the jurisdictional requirements of this court.

COUNT II

9. Plaintiffs reiterate and incorporate by reference, as if fully set forth hereunder, the allegations contained in numerical paragraphs 1-8 above.

10. Plaintiffs assert as an alternative, additional, and/or supplemental claim that the Defendant Herbert Lee had a duty to Jemar, Demar, and Marc Claybrooks to operate his automobile in a safe and prudent manner and to transport them safely home, but he failed in that duty by his actions described hereinabove and their estates have been damaged thereby.

11. When Youth Alive placed the Claybrooks brothers in the care and control of Herbert Lee, he became the ostensible agent of Youth Alive, who by reason thereof is vicariously liable for any damages assessed against Lee.

12. As a direct and proximate result of the negligence of the said Herbert Lee, Jemar, Demar, and Marc Claybrooks were deprived of the ability to earn a living, thereby entitling their respective estates to damages for lost wages against the Defendants individually, jointly and/or severally in an amount in excess of the jurisdictional limits of this court.

13. As parent and guardian of Herbert Lee, Chanika Bartee is liable for any damages resulting from his negligence.

COUNT III

14. Plaintiffs Marc Hampton and Natasha Claybrooks reiterate and incorporate by reference, as if fully set forth herein, the allegations contained in numerical paragraphs 1-13.

15. As a direct result and proximate cause of the negligence of the Defendants and Unknown Defendants complained of herein, the Plaintiffs have suffered the loss of consortium, that is to say, the love and affection, companionship, and society of their children, Jemar, Demar and Marc, thereby entitling them to damages in amounts in excess of the jurisdictional limits of this court.

WHEREFORE, the Plaintiffs demand judgment against the Defendants and Unknown Defendants as follows:

COUNT I

Compensatory damages against the Defendant Youth Alive, Inc. and Unknown Defendants for lost income and the ability to earn a living on behalf of the estates of Jemar, Demar and Marc Claybrooks in amounts in excess of the jurisdictional requirements of this court; special damages for funeral expenses; medical expenses on behalf of Jemar Claybrooks; damages for pain and suffering on behalf of Jemar; trial by jury on all issues so properly triable; their costs herein expended, and any and all further relief to which they may appear to be so properly entitled.

COUNT II

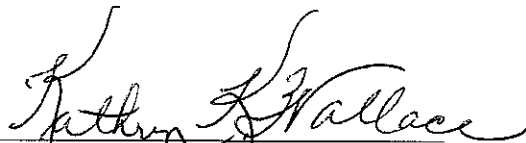
Compensatory damages against the Defendants individually, jointly and/or severally for lost income and the ability to earn a living on behalf of the estates of Jemar, Demar and Marc Claybrooks in an amount in excess of the jurisdictional limits of this court; special damages for funeral expenses on behalf of all and medical expenses on behalf of Jemar Claybrooks; damages for pain and suffering on behalf of Jemar

Claybrooks in excess of the jurisdictional limits of this court; trial by jury on all issues so properly triable; their costs herein expended, and any and all further relief to which they may appear to be so properly entitled.

COUNT III

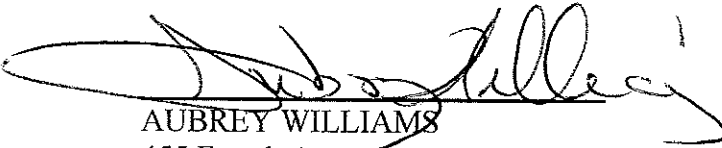
Compensatory damages for the loss of consortium on behalf of Marc Hampton and Natasha Claybrooks in an amount in excess of the jurisdictional limits of this court; trial by jury on all issues so properly triable; their costs herein expended, and any and all further relief to which they may appear to be so properly entitled.

Respectfully Submitted


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**Counsel for Marc Hampton,
Administrator**

And

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