

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA**

JOHN DOE,
by and through his next friend,
JANE DOE,

Plaintiff,

v.

No. 1:16-CV-00373

HAMILTON COUNTY BOARD OF EDUCATION
d/b/a **HAMILTON COUNTY SCHOOLS,**
JAMES JARVIS, Individually and as an
Agent of Hamilton County Schools, **JESSE**
NAYADLEY, Individually and as an
Agent of Hamilton County Schools, and
ANDRE MONTGOMERY, and as an
Agent of Hamilton County Schools,

Defendants.

**ANSWER OF DEFENDANT'S JAMES JARVIS, JESSE NAYADLEY AND ANDRE
MONTGOMERY TO PLAINTIFF'S COMPLAINT**

Come the Defendants, James Jarvis, in his individual capacity only, Jesse Nayadley, in his individual capacity only, and Andre Montgomery, in his individual capacity only, by and through undersigned counsel, hereby answers as follows the Complaint filed against them in this cause:

1. Answering the allegations contained in Paragraph 1 of Plaintiff's Complaint, it is admitted that Ooltewah High School (hereinafter "OHS") is operated by the Hamilton County Board of Education. The remaining allegations contained in Paragraph 1 of Plaintiff's Complaint are denied.

2. Answering the allegations contained in Paragraph 2 of Plaintiff's Complaint, it

is admitted that Plaintiff was a freshman at OHS in the fall of 2015 and was a member of the basketball team. It is submitted that Plaintiff played freshman basketball but did play certain varsity games as a result of injuries and other individuals who were still playing varsity football for OHS at the beginning of the season. The remaining allegations contained in Paragraph 2 of Plaintiff's Complaint are denied.

3. Answering the allegations contained in Paragraph 3 of Plaintiff's Complaint, it these Defendants admit only that the OHS boys basketball team attended a tournament in Gatlinburg, Tennessee in or around December 22, 2015. These Defendants are without sufficient knowledge or information as to the precise nature of any incident and the same is placed at issue and strict proof is demanded. Likewise, any and all medical procedures or specifics within the ambit of medical literature concerning the examination of Plaintiff are outside the scope of knowledge of these Defendants and therefore the allegations are placed at issue and strict proof is demanded. All allegations inconsistent with the foregoing are denied. These Defendants deny any liability to the Plaintiff.

4. These Defendants are currently without sufficient knowledge or information to particularly admit or deny the allegations contained in Paragraph 4 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

5. Answering the allegations contained in Paragraph 5 of Plaintiff's Complaint, these Defendants submit that the allegations contained in Paragraph 5 are not statements of fact, but merely statements of intent concerning the applicability of certain federal and state laws and do not require an answer from these Defendants. These Defendants deny that Title IX authorizes suits against individuals and that legally they may not be sued for

any alleged Title IX violation(s). To the extent an answer is required, these Defendants deny the allegations contained in Paragraph 5 of Plaintiff's Complaint. These Defendants deny any liability to the Plaintiff.

6. These Defendants admit the jurisdictional allegations contained in contained in Paragraph 6 of Plaintiff's Complaint over any appropriately pled federal claims. These Defendants deny any liability to the Plaintiff. These Defendants further aver that no claim may be presented against them individually for alleged violations of Title IX.

7. Answering the allegations contained in contained in Paragraph 7 of Plaintiff's Complaint, these Defendants admit only that the Court, in its discretion, may exercise supplemental jurisdiction over state law claims in accordance with 28 U.S.C. § 1367 if, and only if, any state claims are properly pled. These Defendants respectfully request that the Court exercise its discretion and deny supplemental jurisdiction over any and all state law claims for a multiplicity of reasons codified in 28 U.S.C. § 1367.

8. Answering the allegations contained in contained in Paragraph 8 of Plaintiff's Complaint, it is admitted that Sevier and Hamilton Counties are part of the United States District Court for the Eastern District of Tennessee but are in different divisions within the Eastern District of Tennessee. These Defendants aver that Plaintiff's assertion regarding venue are legal conclusions and are neither admitted nor denied and therefore strict proof is demanded. The remaining allegations contained in Paragraph 8 of Plaintiff's Complaint are denied. These Defendants deny any liability to the Plaintiff.

9. Answering the allegations contained in contained in Paragraph 9 of Plaintiff's Complaint, these Defendants admit Plaintiff was a student athlete at OHS. These

Defendants admit that at the time of the alleged incident Plaintiff was a minor. These Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in Paragraph 9 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

10. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 10 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

11. These Defendants admit the allegations contained in contained in Paragraph 11 of Plaintiff's Complaint.

12. These Defendants admit the allegations contained in contained in Paragraph 12 of Plaintiff's Complaint.

13. Answering the allegations contained in contained in Paragraph 13 of Plaintiff's Complaint, these Defendants admit Mr. Jarvis is a resident of Hamilton County, Tennessee and was the principal of OHS during the 2015-16 academic year. These Defendants admit Mr. Jarvis previously coached OHS boy's football and basketball teams and was also a former athletic director. The remaining allegations contained in Paragraph 13 of Plaintiff's Complaint are placed at issue and strict proof is demanded.

14. Answering the allegations contained in contained in Paragraph 14 of Plaintiff's Complaint, these Defendants admit that Mr. Nayadley is a resident of Hamilton County, Tennessee. It is admitted that Mr. Nayadley was the athletic director of OHS. Mr. Nayadley also served in various capacities over the OHS boy's basketball team in the referenced years. These Defendants deny Mr. Nayadley is currently employed by Hamilton

County Board of Education. Mr. Nayadley voluntarily resigned his employment.

15. These Defendants deny Mr. Montgomery is a resident of Hamilton County, Tennessee. These Defendants admit that Mr. Montgomery was the Head Coach of the OHS boy's basketball team at the time of the incident which is the subject of Plaintiff's Complaint. These Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in Paragraph 15 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

16. The allegations contained in Paragraph 16 of Plaintiff's Complaint are denied.

17. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 17 of Plaintiff's Complaint. Accordingly, the allegations are denied and strict proof is demanded. These Defendants deny that any allegation set forth by Plaintiff in Paragraph 17 of Plaintiff's Complaint has anything to do with the alleged incident, or what Plaintiff's claims of liability against these Defendants. These Defendants deny any liability to the Plaintiff.

18. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 18 of Plaintiff's Complaint. Accordingly, the allegations are denied and strict proof is demanded. These Defendants deny that any allegation set forth by Plaintiff in Paragraph 18 of Plaintiff's Complaint has anything to do with the alleged incident, or what Plaintiff's claims of liability against these Defendants. These Defendants deny any liability to the Plaintiff.

19. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 19 of Plaintiff's Complaint. Accordingly,

the allegations are denied and strict proof is demanded. These Defendants deny that any allegation set forth by Plaintiff in Paragraph 19 of Plaintiff's Complaint has anything to do with the alleged incident, or what Plaintiff's claims of liability against these Defendants. These Defendants deny any liability to the Plaintiff.

20. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 20 of Plaintiff's Complaint. Accordingly, the allegations are denied and strict proof is demanded. These Defendants deny that any allegation set forth by Plaintiff in Paragraph 20 of Plaintiff's Complaint has anything to do with the alleged incident, or what Plaintiff's claims of liability against these Defendants. These Defendants deny any liability to the Plaintiff.

21. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 21 of Plaintiff's Complaint. Accordingly, the allegations are denied and strict proof is demanded. These Defendants deny that any allegation set forth by Plaintiff in Paragraph 21 of Plaintiff's Complaint has anything to do with the alleged incident, or what Plaintiff's claims of liability against these Defendants. These Defendants deny any liability to the Plaintiff.

22. These Defendants admit the allegations contained in contained in Paragraph 22 of Plaintiff's Complaint.

23. These Defendants admit only that attorney Courtney Bullard was retained by the Hamilton County Board of Education, and set forth her opinions in a report dated August 4, 2016. The remaining allegations contained in Paragraph 23 of Plaintiff's Complaint are denied.

24. These Defendants deny the allegations contained in Paragraph 24 of Plaintiff's Complaint. These Defendants deny any liability to the Plaintiff and further deny any knowledge of the allegations contained in Paragraph 24 of Plaintiff's Complaint.

25. Answering the allegations contained in contained in Paragraph 25 of Plaintiff's Complaint, it is admitted that these Defendants are unaware of any hazing and violence regarding any OHS girl's athletic program or any other OHS athletic programs. These Defendants deny all allegations inconsistent with the foregoing.

26. The allegations contained in contained in Paragraph 26 of Plaintiff's Complaint are denied.

27. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 27 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded. These Defendants deny that the any of the allegations contained in Paragraph 27 of Plaintiff's Complaint have anything to do with or are remotely relevant to Plaintiff's action against these Defendants. These Defendants deny any liability to the Plaintiff.

28. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 28 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded. These Defendants deny that the any of the allegations contained in Paragraph 28 of Plaintiff's Complaint have anything to do with or are remotely relevant to Plaintiff's action against these Defendants. These Defendants deny any liability to the Plaintiff.

29. These Defendants are without sufficient knowledge or information to admit or

deny the allegations contained in Paragraph 29 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded. These Defendants deny that the any of the allegations contained in Paragraph 29 of Plaintiff's Complaint have anything to do with or are remotely relevant to Plaintiff's action against these Defendants. These Defendants deny any liability to the Plaintiff.

30. Answering the allegations contained in contained in Paragraph 30 of Plaintiff's Complaint, these Defendants are without sufficient knowledge or information to admit or deny anything G.W. told or did not tell his mother about any subject and accordingly, the allegations are placed at issue and strict proof is demanded. The remaining allegations contained in Paragraph 30 of Plaintiff's Complaint are denied. These Defendants deny any liability to the Plaintiff.

31. The allegations contained in contained in Paragraph 31 of Plaintiff's Complaint are denied.

32. Answering the allegations contained in contained in Paragraph 32 of Plaintiff's Complaint, these Defendants admit that Mr. Montgomery's office was located adjacent to the boy's basketball locker room. These Defendants submit that Mr. Montgomery and the locker room is separated by concrete. These Defendants aver that they are without sufficient knowledge or information as to what, when and from what location Mr. Montgomery could hear if the door in his office was closed, and place the same at issue and strict proof is demanded. These Defendants deny any liability to the Plaintiff. These Defendants deny Mr. Montgomery heard anything inappropriate or could form the basis of any action against any of the Defendants in this cause.

33. These Defendants deny the allegations contained in Paragraph 33 of Plaintiff's Complaint.

34. These Defendants deny the allegations contained in Paragraph 34 of Plaintiff's Complaint.

35. Answering the allegations contained in contained in Paragraph 35 of Plaintiff's Complaint, these Defendants admit only that attorney Courtney Bullard submitted a report dated August 4, 2016 with certain opinions. These Defendants deny the allegations contained in Paragraph 35 of Plaintiff's Complaint to the extent Plaintiff seeks to establish liability in this regard. Defendants deny the remaining allegations contained in Paragraph 35 of Plaintiff's Complaint and further, deny any liability to the Plaintiff.

36. These Defendants deny the allegations contained in Paragraph 36 of Plaintiff's Complaint.

37. These Defendants deny the allegations contained in Paragraph 37 of Plaintiff's Complaint, as alleged.

38. Answering the allegations contained in contained in Paragraph 38 of Plaintiff's Complaint, the report authored by attorney Courtney Bullard speaks for itself and these Defendants deny the allegations to the extent Plaintiff seeks to establish liability on the language utilized by attorney Bullard. All allegations inconsistent with the foregoing are denied. These Defendants deny liability to the Plaintiff.

39. Answering the allegations contained in contained in Paragraph 39 of Plaintiff's Complaint, these Defendants contend that T.C.A. § 49-6-4503 speaks for itself. All allegations inconsistent with the foregoing are denied.

40. These Defendants are without sufficient knowledge or information to admit or deny the first sentence of Paragraph 40 of Plaintiff's Complaint. These Defendants admit Plaintiff lived in Hamilton County, Tennessee at the time of the alleged incident with his mother.

41. Answering the allegations contained in contained in Paragraph 41 of Plaintiff's Complaint, it is admitted that in fall 2015, Plaintiff was a member of the OHS freshman football team. These Defendants without sufficient knowledge or information to particularly admit or deny the allegations contained in Paragraph 41 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

42. Answering the allegations contained in contained in Paragraph 42 of Plaintiff's Complaint, these Defendants admit Plaintiff played on the OHS boy's varsity basketball team in the fall of 2015. These Defendants admit four freshman, including Plaintiff, were also on the team during the fall of 2015. All allegations inconsistent with the foregoing are denied. These Defendants deny liability to the Plaintiff.

43. The allegations contained in contained in Paragraph 43 of Plaintiff's Complaint are admitted. These Defendants deny liability to the Plaintiff.

44. The allegations contained in contained in Paragraph 44 of Plaintiff's Complaint are admitted. These Defendants deny liability to the Plaintiff.

45. The allegations contained in contained in Paragraph 45 of Plaintiff's Complaint are admitted. These Defendants deny liability to the Plaintiff.

46. Answering the allegations contained in contained in Paragraph 46 of Plaintiff's Complaint, these Defendants admit only that K.J., J. B., and J.N. joined the

varsity basketball team after finishing football season. These Defendants deny the remaining allegations contained in Paragraph 46 of Plaintiff's Complaint. These Defendants deny liability to the Plaintiff.

47. These Defendants deny the allegations contained in Paragraph 47 of Plaintiff's Complaint.

48. Answering the allegations contained in contained in Paragraph 48 of Plaintiff's Complaint, these Defendants deny K.J. and Plaintiff played the same position on the basketball team as suggested by the language contained in Paragraph 48. These Defendants object to the word "starting" but admit Plaintiff played significant time in certain games on the varsity basketball team in the fall of 2015. It is admitted that K.J. joined the basketball team after the football season ended. All allegations inconsistent with the foregoing are denied.

49. These Defendants deny the allegations contained in contained in Paragraph 49 of Plaintiff's Complaint.

50. These Defendants deny the allegations contained in contained in Paragraph 50 of Plaintiff's Complaint.

51. These Defendants deny the allegations contained in contained in Paragraph 51 of Plaintiff's Complaint.

52. These Defendants deny the allegations contained in contained in Paragraph 52 of Plaintiff's Complaint.

53. These Defendants deny the allegations contained in contained in Paragraph 53 of Plaintiff's Complaint.

54. These Defendants deny the allegations contained in contained in Paragraph 54 of Plaintiff's Complaint. These Defendants aver that any use by Mr. Montgomery of the word "family" is not utilized to either facilitate, encourage or cover-up any unlawful activity. These Defendants deny any liability to the Plaintiff.

55. These Defendants admit the allegations contained in contained in Paragraph 55 of Plaintiff's Complaint. These Defendants deny liability to the Plaintiff.

56. These Defendants admit the allegations contained in contained in Paragraph 56 of Plaintiff's Complaint. These Defendants deny liability to the Plaintiff.

57. These Defendants deny the allegations contained in contained in Paragraph 57 of Plaintiff's Complaint.

58. Answering the allegations contained in contained in Paragraph 58 of Plaintiff's Complaint, these Defendants admit that Mr. Montgomery, his wife, Assistant Coach Williams, and the members of the basketball team stayed in JJ's Hideaway cabin. It is admitted that the listed address for JJ's Hideaway is 508 Laurel Mountain Road, Gatlinburg, Tennessee. It is admitted Mr. Montgomery and his wife stayed in one room and Assistant Coach Williams stayed in another room. It is admitted that the members of the team stayed in rooms in the downstairs area of the cabin. All allegations inconsistent with the foregoing are denied.

59. These Defendants deny the allegations contained in contained in Paragraph 59 of Plaintiff's Complaint.

60. These Defendants deny the allegations contained in contained in Paragraph 60 of Plaintiff's Complaint.

61. These Defendants deny the allegations contained in contained in Paragraph 61 of Plaintiff's Complaint.

62. These Defendants deny the allegations contained in contained in Paragraph 62 of Plaintiff's Complaint.

63. These Defendants deny the allegations contained in contained in Paragraph 63 of Plaintiff's Complaint.

64. These Defendants deny the allegations contained in contained in Paragraph 64 of Plaintiff's Complaint.

65. Answering the allegations contained in contained in Paragraph 65 of Plaintiff's Complaint, it is admitted that on December 22, 2015 the OHS basketball team played in the tournament. It is admitted that OHS lost the game. These Defendants deny the remaining allegations contained in contained in Paragraph 65 of Plaintiff's Complaint. These Defendants deny liability to the Plaintiff.

66. Answering the allegations contained in contained in Paragraph 66 of Plaintiff's Complaint, these Defendants aver that after the game the coaches and team returned to the cabin to eat lunch and later, dinner. All allegations inconsistent with the foregoing are denied.

67. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 67 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

68. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 68 of Plaintiff's Complaint. Accordingly, the

allegations are placed at issue and strict proof is demanded.

69. These Defendants deny the allegations contained in contained in Paragraph 69 of Plaintiff's Complaint.

70. Answering the allegations contained in contained in Paragraph 70 of Plaintiff's Complaint, these Defendants admit Mr. Montgomery and Mr. Williams had contact with Plaintiff after the incident. These Defendants deny the remaining allegations contained in Paragraph 70 of Plaintiff's Complaint.

71. Answering the allegations contained in contained in Paragraph 71 of Plaintiff's Complaint, these Defendants submit T.C.A. § 37-1-605(a)(4) speaks for itself. These Defendants aver that the allegations concerning any policies and procedures of Hamilton County Board of Education is not directed at these Defendants and therefore no answer is warranted and none is given. All allegations inconsistent with the foregoing are denied. These Defendants deny liability to the Plaintiff.

72. Answering the allegations contained in contained in Paragraph 72 of Plaintiff's Complaint, these Defendants aver any allegation concerning the reporting of alleged child abuse to the Department of Children's Services is the subject of criminal action and accordingly the same is placed at issue and strict proof is demanded. These Defendants deny the remaining allegations contained in contained in Paragraph 72 of Plaintiff's Complaint. These Defendants deny liability to the Plaintiff.

73. Answering the allegations contained in contained in Paragraph 73 of Plaintiff's Complaint, these Defendants admit Plaintiff was immediately taken to the LeConte Medical Emergency Center Emergency Room and was examined by medical

personnel. These Defendants are without sufficient knowledge or information to admit or deny the exact time referenced in Paragraph 73 and accordingly, the allegation is placed at issue and strict proof is demanded. All allegations inconsistent with the foregoing are denied. These Defendants deny liability to the Plaintiff.

74. Answering the allegations contained in contained in Paragraph 74 of Plaintiff's Complaint, these Defendants admit Mr. Montgomery called Mr. Nayadley over the incident. It is admitted that Mr. Nayadley was in the area to see his son participate in the tournament. It is admitted that Mr. Nayadley's son was a member of the OHS basketball team. All allegations inconsistent with the foregoing are denied. These Defendants deny liability to the Plaintiff.

75. Answering the allegations contained in contained in Paragraph 75 of Plaintiff's Complaint, it is admitted that the Gatlinburg Police Department was contacted and responded. Upon information and belief, these Defendants aver that a social worker at LeConte Medical Center contacted the police department after being told of the incident by Mr. Montgomery. These Defendants are without sufficient knowledge or information to admit or deny the precise time referenced in Paragraph 75 and accordingly the allegation is placed at issue and strict proof is demanded. All allegations inconsistent with the foregoing are denied. These Defendants deny liability to the Plaintiff.

76. Answering the allegations contained in contained in Paragraph 76 of Plaintiff's Complaint, it is admitted that Detective Rodney Burns arrived at LeConte Medical Center to investigate. All allegations inconsistent with the foregoing are placed at issue and strict proof is demanded. These Defendants deny liability to the Plaintiff.

77. Answering the allegations contained in contained in Paragraph 77 of Plaintiff's Complaint, it is admitted that Plaintiff was examined. These Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in contained in Paragraph 77 and accordingly the allegations are placed at issue and strict proof is demanded.

78. Answering the allegations contained in contained in Paragraph 78 of Plaintiff's Complaint, it is admitted that Plaintiff returned to the cabin with the coaches and Detective Burns. It is admitted that Plaintiff told Mr. Montgomery that he was still hurting. These Defendants deny the remaining allegations contained in contained in Paragraph 78 of Plaintiff's Complaint. These Defendants deny liability to the Plaintiff.

79. Answering the allegations contained in contained in Paragraph 79 of Plaintiff's Complaint, these Defendants submit that Mr. Montgomery personally offered to return Plaintiff to LeConte Medical Center but Plaintiff was taken via ambulance. These Defendants deny the remaining allegations contained in contained in Paragraph 79 of Plaintiff's Complaint. These Defendants deny liability to the Plaintiff.

80. Answering the allegations contained in contained in Paragraph 80 of Plaintiff's Complaint, it is admitted that the ambulance arrived, took Plaintiff and Mr. Montgomery back to LeConte Medical Center. These Defendants are without sufficient knowledge or information concerning the time referenced by Paragraph 80 and accordingly, the allegations are placed at issue and strict proof is demanded. All allegations inconsistent with the foregoing are denied.

81. Answering the allegations contained in contained in Paragraph 81 of

Plaintiff's Complaint, these Defendants admit that Plaintiff received a CT at LeConte Medical Center on his second visit. These Defendants are without sufficient knowledge or information as to what the CT scan revealed and accordingly, the allegations are placed at issue and strict proof is demanded. All allegations inconsistent with the foregoing are denied. These Defendants deny liability to the Plaintiff.

82. Answering the allegations contained in contained in Paragraph 82 of Plaintiff's Complaint, these Defendants admit Plaintiff was transferred via ambulance from LeConte Medical Center to The University of Tennessee Medical Center, in Knoxville, Tennessee. All allegations inconsistent with the foregoing are denied.

83. Answering the allegations contained in contained in Paragraph 83 of Plaintiff's Complaint, these Defendants admit that Plaintiff underwent surgery at The University of Tennessee Medical Center. These Defendants are without sufficient knowledge or information concerning the reason for or what occurred during the surgery and accordingly the allegations are placed at issue and strict proof is demanded.

84. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in contained in Paragraph 84 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

85. Answering the allegations contained in contained in Paragraph 85 of Plaintiff's Complaint, it is admitted that Mr. Smith, Mr. McDade, Mr. Jarvis and Mr. Holmes were notified of the incident. These Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in Paragraph 85 and accordingly the allegations are placed at issue and strict proof is demanded.

86. These Defendants deny the allegations contained in contained in Paragraph 86 of Plaintiff's Complaint.

87. Answering the allegations contained in contained in Paragraph 87 of Plaintiff's Complaint, these Defendants admit that Plaintiff underwent surgery at UT Medical Center. The remaining allegations contained in Paragraph 87 of Plaintiff's Complaint are denied.

88. These Defendants deny the allegations contained in contained in Paragraph 88 of Plaintiff's Complaint. The team, absent Plaintiff, K.J., J.N., and J.B., played a game on December 23, 2015. Yet, Plaintiff, K.J., J.N., and J.B. did not play any further at the tournament or any other time for OHS.

89. Answering the allegations contained in contained in Paragraph 89 of Plaintiff's Complaint, it is admitted that attorney Courtney Bullard prepared a report dated August 4, 2016. To the extent Plaintiff seeks to establish any liability by the language referenced in Paragraph 89 of Plaintiff's Complaint, these Defendants deny the allegations contained in Paragraph 89 of Plaintiff's Complaint.

90. Answering the allegations contained in contained in Paragraph 90 of Plaintiff's Complaint, these Defendants admit that Mr. Smith notified the Hamilton County Board of Education about the incident. All allegations inconsistent with the foregoing are denied.

91. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in contained in Paragraph 91 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

92. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in contained in Paragraph 92 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

93. Answering the allegations contained in contained in Paragraph 93 of Plaintiff's Complaint, these Defendants admit that the OHS basketball season was cancelled. These Defendants are without sufficient knowledge or information concerning the precise date games were played prior to the cancellation of the season and accordingly the allegations are placed at issue and strict proof is demanded.

94. These Defendants deny the allegations contained in contained in Paragraph 94 of Plaintiff's Complaint.

95. These Defendants deny the allegations contained in contained in Paragraph 95 of Plaintiff's Complaint.

96. Answering the allegations contained in contained in Paragraph 96 of Plaintiff's Complaint, these Defendants admit only that the Board maintains the policy entitled "Child Abuse and Neglect". All allegations inconsistent with the foregoing are denied.

97. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in contained in Paragraph 97 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

98. Answering the allegations contained in contained in Paragraph 98 of Plaintiff's Complaint, these Defendants admit certain criminal charges were filed against Mr. Montgomery, Mr. Williams, and Mr. Nayadley. These Defendants are without sufficient

knowledge or information to admit or deny the precise date criminal charges were filed and accordingly the allegations are placed at issue and strict proof is demanded. The remaining allegations contained in Paragraph 98 of Plaintiff's Complaint are denied. These Defendants deny liability to the Plaintiff.

99. Answering the allegations contained in contained in Paragraph 99 of Plaintiff's Complaint, it is admitted that the criminal case against Mr. Nayadley was resolved by pre-trial diversion. These Defendants are without sufficient knowledge or information as to the precise date of the pre-trial diversion and accordingly the allegations are placed at issue and strict proof is demanded. The remaining allegations contained in Paragraph 99 of Plaintiff's Complaint are denied.

100. Answering the allegations contained in contained in Paragraph 100 of Plaintiff's Complaint, it is admitted that Mr. Montgomery was criminally charged. These Defendants are without sufficient knowledge or information to admit or deny the precise date or exactly how Mr. Montgomery was charged or the exact statute Mr. Montgomery was charged, accordingly the allegations are placed at issue and strict proof is demanded. All allegations inconsistent with the foregoing are denied. These Defendants deny liability to the Plaintiff.

101. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in contained in Paragraph 101 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

102. Answering the allegations contained in contained in Paragraph 102 of Plaintiff's Complaint, these Defendants admit that K.J. was convicted of an offense. These

Defendants aver that any and all proceedings concerning K.J., J.N., and J.B. were confidential and accordingly these Defendants are without sufficient knowledge or information to admit or deny the precise allegations contained in Paragraph 102 of Plaintiff's Complaint and accordingly the allegations are placed at issue and strict proof is demanded.

103. Answering the allegations contained in contained in Paragraph 103 of Plaintiff's Complaint, these Defendants admit that J.B. and J.N. were convicted of an offense. These Defendants aver that any and all proceedings concerning K.J., J.N., and J.B. were confidential and accordingly these Defendants are without sufficient knowledge or information to admit or deny the precise allegations contained in Paragraph 103 of Plaintiff's Complaint and accordingly the allegations are placed at issue and strict proof is demanded.

104. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in contained in Paragraph 104 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded. These Defendants deny liability to the Plaintiff.

105. These Defendants incorporate by reference their responses to Paragraphs 1-104 as if fully and completely set forth herein.

106. The allegations contained in Paragraph 106 of Plaintiff's Complaint are not directed at these Defendants and therefore no answer is warranted and none is given. To the extent the Court deems an answer is warranted, these Defendants deny the allegations contained in Paragraph 106 of Plaintiff's Complaint.

107. The allegations contained in Paragraph 107 of Plaintiff's Complaint are not directed at these Defendants and therefore no answer is warranted and none is given. To the extent the Court deems an answer is warranted, these Defendants deny the allegations contained in Paragraph 107 of Plaintiff's Complaint.

108. The allegations contained in Paragraph 108 of Plaintiff's Complaint are not directed at these Defendants and therefore no answer is warranted and none is given. To the extent the Court deems an answer is warranted, these Defendants deny the allegations contained in Paragraph 108 of Plaintiff's Complaint.

109. The allegations contained in Paragraph 109 of Plaintiff's Complaint are not directed at these Defendants and therefore no answer is warranted and none is given. To the extent the Court deems an answer is warranted, these Defendants deny the allegations contained in Paragraph 109 of Plaintiff's Complaint.

110. The allegations contained in Paragraph 110 of Plaintiff's Complaint are not directed at these Defendants and therefore no answer is warranted and none is given. To the extent the Court deems an answer is warranted, these Defendants deny the allegations contained in Paragraph 110 of Plaintiff's Complaint.

111. The allegations contained in Paragraph 111 of Plaintiff's Complaint are not directed at these Defendants and therefore no answer is warranted and none is given. To the extent the Court deems an answer is warranted, these Defendants deny the allegations contained in Paragraph 111 of Plaintiff's Complaint.

112. The allegations contained in Paragraph 112 of Plaintiff's Complaint are not directed at these Defendants and therefore no answer is warranted and none is given. To

the extent the Court deems an answer is warranted, these Defendants deny the allegations contained in Paragraph 112 of Plaintiff's Complaint.

113. The allegations contained in Paragraph 113 of Plaintiff's Complaint are not directed at these Defendants and therefore no answer is warranted and none is given. To the extent the Court deems an answer is warranted, these Defendants deny the allegations contained in Paragraph 113 of Plaintiff's Complaint.

114. These Defendants deny the allegations contained in contained in Paragraph 114 of Plaintiff's Complaint.

115. These Defendants deny the allegations contained in contained in Paragraph 115 of Plaintiff's Complaint.

116. These Defendants deny the allegations contained in contained in Paragraph 116 of Plaintiff's Complaint.

117. The allegations contained in Paragraph 117 of Plaintiff's Complaint are not directed at these Defendants and therefore no answer is warranted and none is given. To the extent the Court deems an answer is warranted, these Defendants deny the allegations contained in Paragraph 117 of Plaintiff's Complaint.

118. The allegations contained in Paragraph 118, including all subparts of Plaintiff's Complaint are not directed at these Defendants and therefore no answer is warranted and none is given. To the extent the Court deems an answer is warranted, these Defendants deny the allegations contained in Paragraph 118 of Plaintiff's Complaint.

119. These Defendants deny the allegations contained in contained in Paragraph 119 of Plaintiff's Complaint.

120. These Defendants incorporate by reference their responses to Paragraphs 1-120 as if fully and completely set forth herein.

121. These Defendants deny the allegations contained in contained in Paragraph 121 of Plaintiff's Complaint.

122. These Defendants deny the allegations contained in contained in Paragraph 122 of Plaintiff's Complaint.

123. These Defendants deny the allegations contained in contained in Paragraph 123 of Plaintiff's Complaint.

124. These Defendants deny the allegations contained in contained in Paragraph 124 of Plaintiff's Complaint.

125. These Defendants deny the allegations contained in contained in Paragraph 125 of Plaintiff's Complaint.

126. These Defendants deny the allegations contained in contained in Paragraph 126 of Plaintiff's Complaint.

127. Answering the allegations contained in contained in Paragraph 127 of Plaintiff's Complaint, these Defendants admit only acting under color of law. The remaining allegations contained in Paragraph 127 of Plaintiff's Complaint are denied.

128. These Defendants deny the allegations contained in contained in Paragraph 128 of Plaintiff's Complaint.

129. These Defendants deny the allegations contained in contained in Paragraph 129 of Plaintiff's Complaint.

130. These Defendants incorporate by reference their responses to Paragraphs 1-

130 as if fully and completely set forth herein.

131. These Defendants deny the allegations contained in contained in Paragraph 131 of Plaintiff's Complaint.

132. These Defendants deny the allegations contained in contained in Paragraph 132 of Plaintiff's Complaint including sub-parts a-f.

133. These Defendants deny the allegations contained in contained in Paragraph 133 of Plaintiff's Complaint.

134. These Defendants incorporate by reference their responses to Paragraphs 1-134 as if fully and completely set forth herein.

135. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in contained in Paragraph 135 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

136. Answering the allegations contained in contained in Paragraph 136 of Plaintiff's Complaint, it is admitted that Plaintiff was taken to LeConte Medical Center on two occasions in or around December 22-23, 2015. These Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in contained in Paragraph 136 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

137. Answering the allegations contained in contained in Paragraph 137 of Plaintiff's Complaint, these Defendants admit Plaintiff was transferred from LeConte Medical Center to the University of Tennessee Medical Center in Knoxville, Tennessee. These Defendants are without sufficient knowledge or information to admit or deny the

remaining allegations contained in contained in Paragraph 137 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

138. Answering the allegations contained in contained in Paragraph 138 of Plaintiff's Complaint, it is admitted that Plaintiff underwent surgery at UT Medical Center. These Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in contained in Paragraph 138 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

139. Answering the allegations contained in contained in Paragraph 139 of Plaintiff's Complaint, it is admitted that Plaintiff was released from UT Medical Center. These Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in contained in Paragraph 139 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

140. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in contained in Paragraph 140 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

141. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in contained in Paragraph 141 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

142. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in contained in Paragraph 142 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded.

143. These Defendants are without sufficient knowledge or information to admit or

deny the allegations contained in contained in Paragraph 143 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded. These Defendants deny Plaintiff is entitled to damages in any amount. These Defendants deny any liability to the Plaintiff.

144. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in contained in Paragraph 144 of Plaintiff's Complaint. Accordingly, the allegations are placed at issue and strict proof is demanded. These Defendants deny Plaintiff is entitled to damages in any amount. These Defendants deny any liability to the Plaintiff.

145. These Defendants incorporate by reference their responses to Paragraphs 1-144 as if fully and completely set forth herein.

146. These Defendants deny the allegations contained in contained in Paragraph 146 of Plaintiff's Complaint.

147. These Defendants deny the allegations contained in contained in Paragraph 147 of Plaintiff's Complaint.

148. These Defendants aver Plaintiff's Complaint fails to state a claim upon which relief can be granted.

149. These Defendants deny Plaintiff is entitled to damages in any amount, costs, or any relief in this cause.

150. These Defendants would deny that Plaintiff is entitled to recover under any theory of law and all allegations in the Complaint not heretofore admitted, denied, or explained are now expressly denied.

151. These Defendants would rely upon any and all immunities, whether qualified and/or absolute, and assert that at all times these Defendants acted as reasonable and prudent employees of the Hamilton County Board of Education in good faith without deliberate indifference to the Plaintiff's constitutional rights.

152. These Defendants aver they are entitled to qualified immunity under state and federal law.

153. These Defendants aver they acted as reasonably and prudent in furtherance of their discretionary duties.

154. These Defendants rely upon any and all immunities and defenses which exist pursuant to the Tennessee Governmental Tort Liability Act codified at 29-20-101 et seq. These Defendants would further rely, to the extent applicable, on the Public Duty Doctrine which is recognized as common law immunity for actions of governmental officials in furtherance of the course and scope of their employment.

155. These Defendants aver that punitive damages cannot be awarded under the Tennessee Governmental Tort Liability Act.

156. These Defendants aver that they are immune from suit from any action whatsoever under Title IX.

157. These Defendants would specifically allege that any alleged injuries sustained by the minor Plaintiff were results of the acts of the alleged perpetrators identified in Plaintiff's Complaint, K.J., J.B., and J.N., instead of the actions of K.J., J.B., and J.N. are the sole and proximate cause of any injuries or alleged injuries sustained by the minor Plaintiff and therefore Plaintiff may not recover from these Defendants. To the

extent the proof would reveal that the alleged minor perpetrators described in the Complaint were known to have a propensity to engage in the acts that are further described in the Complaint and such knowledge was known to the parents of that child, it is alleged that sole and proximate cause of the alleged injury sustained by the minor Plaintiff would be the actions of the parents of the minor Plaintiff.

158. As to any claim of negligence which may be cognizable against these Defendants, these Defendants rely upon the Doctrine of Modified Comparative Fault as a defense to Plaintiff's claim or mitigation of Plaintiff's claim as averred in the Complaint.

159. Should the proof reveal the same, some or all of Plaintiff's claims may be barred by statute of limitations.

WHEREFORE, Defendants James Jarvis, in his individual capacity only, Jesse Nayadley, in his individual capacity only, and Andre Montgomery, in his individual capacity only, respectfully request that Plaintiff's action be dismissed, that they be awarded their attorney fees and costs pursuant to 42 U.S.C. and § 1988.

RESPECTFULLY SUBMITTED this 11th day of November, 2016.

s/ Arthur F. Knight, III
Arthur F. Knight, III, BPR #016178
TAYLOR & KNIGHT, P.C.
800 South Gay Street, Suite 600
Knoxville, TN 37929
Phone: 865-971-1701
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CERTIFICATE OF SERVICE

I hereby certify that on November 11, 2016, a copy of the foregoing Notice of Appearance was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by U.S. Mail. Parties may access this filing through the Court's electronic filing system.

s/Arthur F. Knight, III
Arthur F. Knight, III