

6. Megabus.com, a unit of defendant Coach USA Inc. with its principal place of business in Paramus, New Jersey, in Bergen County, is an intercity, express bus service.

7. Defendant John Does (name fictitious and unknown) is an agent, servant and/or employee of defendants Coach USA, Inc. Trentway-Wagar Inc., Trentway-Wagar (Properties) Inc., and Megabus.Com.

8. Defendants Coach USA, Inc. Trentway-Wagar Inc., Trentway-Wagar (Properties) Inc., and Megabus.Com are all affiliated companies with common ownership and the alter egos of each other and shall be collectively referred to as “Coach”.

NATURE OF THE ACTION & FACTUAL BACKGROUND

9. On or about May 15, 2018, Rowe was falsely imprisoned in a motor vehicle, owned by Coach. At all times relevant hereto, upon information and belief, John Does, were operating the motor vehicle Rowe was confined in, as Coach’s servant and/or employee acting in the scope of his/her agency.

10. The incident begins at the bus depot in Scarborough Town Center where Rowe boarded the bus on platform #5 from Toronto to Montreal, under reservation number 38-7923-051518-2720R-0830-SCA-KRK.

11. Rowe had only one very large and heavy suitcase that she carried onto the bus after the driver asserted that she was responsible for storing her luggage. Upon reaching her seat, Rowe was advised by another passenger, that she had to get off the bus in order to store her luggage. As the driver watched, Rowe got back off the bus, lugging her heavy suitcase, and proceed to the luggage compartment. Not once did the driver or any other staff offer to assist Rowe.

12. The luggage compartment was near capacity. Without any assistance, Rowe had to climb into the compartment to make space for her luggage and then pull her own suitcase inside. At this point and without any advance warning, the compartment door slammed shut causing Rowe to be trapped.

13. Rowe was cast into total darkness with no windows or light of any kind.

14. Rowe cried out for help. Rowe also banged on the floor above and pounded on the suitcases to no avail. The bus took off and Rowe was trapped. The only place to sit was on the floor adjacent to the diesel engine.

15. Luckily, Rowe had her cell phone with her and was able to reach her brother, who called the police. In turn, the police spoke with Coach headquarters and the driver. Coach including the driver were told a convoy of police cars were at the ready to stop the bus and free Rowe unless Coach did so immediately.

16. Despite Coach's promise to cooperate the bus kept going. In fact, the bus traveled about another 30 kilometers, which took about forty-five (45), until stopping in Whitby, the next scheduled stop and presumably to maintain the bus schedule.

17. Upon her release there was no apologizes or even water.

18. A traumatized Rowe returned to her seat.

19. While trapped in the undercarriage Rowe experienced feelings of disorientation, light-headedness and confusion, as well as an overwhelming urge to go to sleep. To maintain consciousness, Rowe had to keep slapping herself.

20. When the bus reached its next destination in Kingston a manager, Mr. David Frost, asked her to come into an office to do an incident report. At the same stop a new driver, Eric, began to drive.

21. While back en route to Montreal, Ms. Rowe was coughing badly and could not get the taste or smell of diesel fuel out of her senses. Ms. Rowe obtained a small bottle of water, but it was not enough to dissipate her symptoms. So once the bus reached the next destination in Brockville, Rowe asked the driver, Eric, if she could get off the bus and get more water, while the bus was unloaded for the departing passengers. Shockingly, Eric refused and told Rowe, that if she got off to get water, he would leave her there!

22. Rowe was deeply traumatized by this experience and upon arrival in Montreal sought treatment in a hospital in Valleyfield.

23. Rowe's condition exceeded the hospital's capabilities so she was transferred to Hospital Sacre Coeur in Ahuntsic. There she did two (2) 2-hour treatments in a 'Hyperbaric Decompression Chamber' to purge the gases from her blood system.

24. Rowe continues to receive medical treatment to this day.

25. As a result of Coach's acts or omissions Rowe sustained significant injuries.

26. Rowe was diagnosed with both Carbon Monoxide Poisoning and Diesel Fuel Intoxication and is now suffering from continued physical symptoms. She also suffers from severe Post Traumatic Stress as well as migraines, weakness and nausea.

27. Rowe is also plagued with continued confusion, disorientation and frustration over the inability to perform normal, familiar tasks including finding her way around her own neighborhood. To make matters even worse, Rowe suffers from repetitive nightmares, which keeps her in a perpetual state of sleep deprivation.

28. Moreover, Ms. Rowe has since gained a strong fear of small or confined spaces, like elevators, despite never having any sort of claustrophobia prior to the accident. Rowe is also now

experiencing very severe feelings of anger and rage, and often feels a strong and surprising urge for vengeance, even though this was not at all part of her normal psyche before this incident.

29. Rowe will suffer from these ailments for the rest of her life as there is no cure for Carbon Monoxide poisoning or Post Traumatic Stress. As part of her continued treatment, Rowe sees a Psychiatrist and a Psychologist.

30. The aforesaid accident was caused by Coach negligently and/or carelessly, operating the motoring vehicle in such a manner so as to confine Rowe to the undercarriage and falsely imprison her.

31. The aforesaid accident was the result of the negligence and/or carelessness of Coach and not the result of any action or failure to act by Rowe.

32. As a result of the accident, Rowe suffered serious, severe and permanent bodily injury.

COUNT ONE

33. Plaintiff realleges and incorporates by reference all those facts and allegation in paragraphs 1 through 32 above with the same power and force as if fully stated at length below and further alleges:

34. On or about May 15, 2018, Rowe was a lawful passenger on Coach's motor vehicle and was caused to be intentionally, wrongfully, willfully, maliciously and with gross negligence, false imprisoned and was caused to sustain severe and permanent injuries

35. Rowe's false imprisonment was caused by the recklessness, carelessness, and negligence of Coach, their agents, servants employees and/or licenses, acting within the scope of their authority and in furtherance of their agency, for that among other acts and omissions Coach:

- a. Operated the motor vehicle in a dangerous manner as evidence by Rowe getting trapped in the luggage compartment.

- b. Failed to observe due care and precaution and to maintain proper and adequate control of the motor vehicle;
- c. Failed to timely release Rowe;
- d. Failed to exercise reasonable care in the operation of the motor vehicle under the circumstances then and there existing
- e. Failed to operate said vehicle in compliance with the applicable laws and ordinances of the State of New Jersey, pertaining to the operation and control of motors vehicles.
- f. Failed in other respects not now known to Rowe but which may become known prior to or at the time of trial.

36. As a direct and consequential result of the negligent and/or careless conduct of Coach, described above, Rowe suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions and other ills and injuries all to Rowe's great loss and detriment.

37. As a result of these injuries, all of which are permanent in nature and all of which are to Rowe's great financial detriment and loss, Rowe has in the past, is presently, and may in the future suffer great pain, anguish, sickness and agony and will continue to suffer for an indefinite time into the future.

38. As an additional result of the carelessness and/or negligence of Coach, Rowe has suffered emotional injuries, along with the physical injuries suffered.

39. As a further result of Rowe's injuries, Rowe has in the past, is presently and may in the future undergo a great loss of earnings and/or earning capacity, all to Rowe's further loss and detriment.

40. Furthermore, in addition to all the injuries and losses suffered, Rowe has incurred or will incur medical, rehabilitative and other related expenses.

WHEREFORE, Plaintiff demands Judgment on this Court of the Complaint against Defendants, Coach USA, Inc. Trentway-Wagar Inc., Trentway-Wagar (Properties) Inc., Megabus.Com and John Does jointly and severally and/or in the alternative for damages in an amount in excess of One Million (\$1,000,000.00) Dollars, plus attorneys fees, interest and costs of suit, and other such relief deemed equitable and just.

COUNT TWO

41. Plaintiff realleges and incorporates by reference all those facts and allegation in paragraphs 1 through 40 above with the same power and force as if fully stated at length below and further alleges:

42. On or about May 15, 2018, Rowe was a lawful passenger when she was false imprisoned and caused to sustain sever and permanent injuries by Coach.

43. The above-mentioned occurrence, and the results thereof, were caused by the negligence of Coach and or Coach's servants, agents, employees and/or licenses in the ownership, operation, management, maintenance and control of their business.

44. The negligence and/or carelessness of Coach, which was a proximate cause of the aforesaid accident and the resultant injuries and damages sustained by Rowe, consists of, but is not limited to, the following:

- a. Permitting John Doe to operate the motor vehicle without first ascertaining whether or not he/she was capable of properly operating said vehicle;

- b. Permitting John Doe to operate the motor vehicle when Coach knew, or in the exercise of due care and diligence, should have known that John Doe was capable of committing the acts of negligence set forth above;
- c. Failing to warn those persons, including Rowe, that Coach, knew or in the existence of due care and diligence should have known, that Rowe would be exposed to John Doe's negligent operation of the motor vehicle.

45. That no negligence on the part of Rowe contributed to the occurrence alleged herein in any manner whatsoever.

46. That by reason of the foregoing, Rowe was caused to sustain serious injuries and to have suffered pain, shock, mental anguish; that these injuries and their effects will be permanent; and as a result of said injuries Rowe has been caused to incur, and will continue to incur, expenses for medical care and attention; and, as a further result, the Plaintiff was, and will continue to be, rendered unable to perform Plaintiff's normal activities and duties and has sustained a resultant loss therefrom.

47. As a direct and consequential result of the negligent and/or careless conduct of Coach, described above, Rowe suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions and other ills and injuries all to Rowe's great loss and detriment.

48. As a result of these injuries, all of which are permanent in nature and all of which are to Rowe's great financial detriment and loss, Rowe has in the past, is presently, and may in the future suffer great pain, anguish, sickness and agony and will continue to suffer for an indefinite time into the future.

49. As an additional result of the carelessness and/or negligence of Coach, Rowe has suffered emotional injuries, along with the physical injuries suffered.

50. As a further result of Rowe's injuries, Rowe has in the past, is presently and may in the future undergo a great loss of earnings and/or earning capacity, all to Rowe's further loss and detriment.

51. Furthermore, in addition to all the injuries and losses suffered, Rowe has incurred or will incur medical, rehabilitative and other related expenses.

Wherefore, Plaintiff demands Judgment on this Count of the Complaint against Defendants, Coach USA, Inc. Trentway-Wagar Inc., Trentway-Wagar (Properties) Inc., Megabus.Com and John Does jointly and severally and/or in the alternative for damages in an amount in excess of One Million (\$1,000,000.00) Dollars, plus attorneys fees, interest and costs of suit, and other such relief deemed equitable and just.

COUNT THREE

52. Plaintiff realleges and incorporates by reference all those facts and allegation in paragraphs 1 through 51 above with the same power and force as if fully stated at length below and further alleges:

53. Coach hired their agents, servants and or/employees who were operating and working for Coach on or about May 15, 2018.

54. That the above described was caused by the negligence, carelessness and recklessness of Coach herein, in among other things: negligently hiring their agents, servants and/or employees, who were not of a disposition, temperament and training suitable to perform the duties to which he was assigned; in failing to properly train, educate and teach said agents, servants and/or employees the appropriate procedures and techniques in discharging their duties; in hiring Coach's agents, servants and/or employees, without making proper use or evaluation of background checks of said agents, servants and/or employees; in causing, permitting and allowing Rowe to be imprisoned; in intentionally and without provocation falsely imprisoning; in negligently hiring, retaining, training and/or employing Coach's agents, servants and/or employees; in failing to make, publish and enforce proper rules and regulation

appropriate to the facts and circumstances of the episode herein complained of; Coach, their agents, servants and/or employees, acting in disregard of any rules and regulations made.

55. That the policy of Coach, sanctioned, encouraged, promoted and/or was indifferent to the utilization and hiring and/or retention of unqualified agents, servants and/or employees and others including, but not limited to, Coach's agents, servants and/or employees and others, who caused the injuries to which said Plaintiff complains of herein.

56. That by reason of the foregoing, Coach, was grossly negligent in the hiring of their agents, servants and/or employees and others who caused the injuries to said Plaintiff herein.

57. That by reason of the foregoing, Rowe, was injured, rendered sick, sore, lame and disabled; caused to undergo hospital and medical treatment and advice; unable to pursue her usual and regular activities; caused to undergo great conscious pain and suffering, continued to undergo such, and will permanently be affected by the injuries incurred as a result of the occurrence.

58. As a direct and consequential result of the negligent and/or careless conduct of Coach, described above, Rowe suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions and other ills and injuries all to Rowe's great loss and detriment.

59. As a result of these injuries, all of which are permanent in nature and all of which are to Rowe's great financial detriment and loss, Rowe has in the past, is presently, and may in the future suffer great pain, anguish, sickness and agony and will continue to suffer for an indefinite time into the future.

60. As an additional result of the carelessness and/or negligence of Coach, Rowe has suffered emotional injuries, along with the physical injuries suffered.

61. As a further result of Rowe's injuries, Rowe has in the past, is presently and may in the future undergo a great loss of earnings and/or earning capacity, all to Rowe's further loss and detriment.

62. Furthermore, in addition to all the injuries and losses suffered, Rowe has incurred or will incur medical, rehabilitative and other related expenses.

Wherefore, Plaintiff demands Judgment on this Count of the Complaint against Defendants, Coach USA, Inc. Trentway-Wagar Inc., Trentway-Wagar (Properties) Inc., Megabus.Com and John Does jointly and severally and/or in the alternative for damages in an amount in excess of One Million (\$1,000,000.00) Dollars, plus attorneys fees, interest and costs of suit, and other such relief deemed equitable and just.

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