

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT, IN AND
FOR MIAMI-DADE COUNTY,
FLORIDA

CASE NO.:

C.R.R.,

Plaintiff,

vs.

**MIAMI-DADE COUNTY SCHOOL BOARD
a/k/a MIAMI-DADE COUNTY PUBLIC
SCHOOLS, and BRESNNIEL JANSEN,**

Defendants.

***COMPLAINT FOR DAMAGES
AND DEMAND FOR JURY TRIAL***

Plaintiff C.R.R., by and through the undersigned counsel, sues defendants
MIAMI-DADE COUNTY SCHOOL BOARD a/k/a MIAMI-DADE COUNTY PUBLIC
SCHOOLS and BRESNNIEL JANSEN and alleges as follows:

ALLEGATIONS COMMON TO ALL COUNTS

1. The Plaintiff, identified by her initials C.R.R., was a 16 year-old girl who was the victim of unlawful intentional sexual battery, statutory rape and other acts of sexual misconduct, and is being identified by this pseudonym to protect her privacy. The actual identity of the Plaintiff is known to the Defendants.



2. This is an action for damages in excess of fifteen thousand dollars \$15,000.00, exclusive of interest and costs, and otherwise within the jurisdictional limits of this Court.

3. Venue is proper in Miami-Dade County, Florida, because the incident from which this cause of action arises occurred in Miami-Dade County, Florida.

4. At all times material hereto, Plaintiff C.R.R. resided in Miami-Dade County, Florida.

5. At all times material hereto, defendant BRESNNIEL JANSEN (hereinafter, “JANSEN”) was and is a resident of Miami-Dade County, Florida, and is otherwise *sui juris*. At the time of the sexual misconduct described herein, JANSEN was 32 years old.

6. At all times material, defendant MIAMI-DADE COUNTY SCHOOL BOARD a/k/a MIAMI-DADE COUNTY PUBLIC SCHOOLS (hereinafter “SCHOOL BOARD”) is a political subdivision of the State of Florida and holds its principal place of business in Miami-Dade County, Florida.

7. This action arises out of unlawful intentional sexual battery, statutory rape and other acts of sexual misconduct against Plaintiff C.R.R. by her teacher, JANSEN who committed heinous sex acts on Plaintiff while working as an employee of the SCHOOL BOARD. At all times material, Plaintiff was a student of

JANSEN's.

8. During the first semester of the 2013-2014 school year, JANSEN was C.R.R.'s geometry teacher at South Dade High School. As a result of JANSEN's position as C.R.R.'s teacher, C.R.R. trusted, respected and obeyed JANSEN.

9. At all times material, Defendant was in a position of authority and control. Said authority and control was vested in him by Defendant SCHOOL BOARD and its employees, including the administrators at South Dade High School.

10. During the fall semester, JANSEN began sending Plaintiff messages using the South Dade High School electronic messaging system, as well as sending personal text messages to Plaintiff's cell phone. The messages began as school related, but eventually were of a very graphic, sexual nature.

11. While acting as her teacher, between September and December of 2013, JANSEN sexually abused C.R.R. on numerous occasions by engaging in oral sex and digital penetration of her vagina. These acts occurred inside South Dade High School during school hours and inside JANSEN's classroom.

12. The sexual abuse continued and escalated to rape. This culminated in JANSEN taking C.R.R.'s virginity on his desk in his classroom at South Dade High School on December 20, 2013.

13. The rape and unlawful sexual relationship perpetrated by JANSEN was discovered by a former student, who e-mailed the principal at South Dade High

School. An investigation revealed numerous sexually explicit text messages and photographs sent to Plaintiff by JANSEN.

14. Approximately five (5) years prior to C.R.R.'s rape and sexual abuse, a previous student in JANSEN's geometry class reported to the Principal and Vice-Principal of South-Dade High School that JANSEN had engaged in inappropriate sexual contact with her. An investigation by SCHOOL BOARD confirmed JANSEN had sent sexually explicit messages to the student then lied about it to school investigators. Despite these revelations, JANSEN was permitted to remain as a geometry teacher without recourse.

15. At no time did SCHOOL BOARD place JANSEN on probation, provide training about appropriate communication with students, place him under supervision, or take any steps to protect the students over whom JANSEN had control and authority.

16. Incredibly, Defendant SCHOOL BOARD provided Defendant JANSEN with a classroom without windows to provide any surveillance into the room and incredibly allowed him to close and lock the door to the room during school hours. This provided JANSEN with incredible privacy with which to conduct his inappropriate sexual misconduct which culminated in his raping C.R.R. and taking her virginity on his classroom desk.



17. Defendant SCHOOL BOARD knew or should have known that the conduct by JANSEN, which it documented in its own files and was evident by his behavior in school at South Dade High School, exhibited elements of a predatory pedophile who had a propensity for “grooming” targets for his inappropriate conduct.

18. Following the rape and sexual misconduct of Plaintiff by JANSEN being uncovered, it was obvious that C.R.R. could not return to South Dade High School. Despite a request to move elsewhere, SCHOOL BOARD offered C.R.R. a transfer to Felix Varela High School. Unbeknownst to C.R.R. (but certainly known to Defendant SCHOOL BOARD), JANSEN lived directly across the street from the school, causing C.R.R. to live in fear and relive the rape and sexual misconduct every day at her new school. C.R.R. was unable to continue her public school education at a school, and was forced to be home schooled thereafter.

19. The intentional sexual battery by JANSEN and grossly negligent, indifferent and reckless conduct, and breach of trust and confidence by SCHOOL BOARD has caused C.R.R. to experience severe and permanent psychological injuries and loss of her virginity, including but not limited to loss of faith, depression, mental pain and suffering, constant fear, nightmares, anxiety, mood swings and the loss of the capacity for the enjoyment of life. These injuries are persistent, permanent and debilitating in nature.

COUNT I

**INTENTIONAL SEXUAL BATTERY
AGAINST BRESNNIEL JANSEN**

Plaintiff realleges and readopts paragraphs 1 through 19 above as if set forth fully herein and further states:

20. In the fall of 2013, JANSEN was acting as an employee of SCHOOL BOARD, and was so employed as a math teacher at South Dade High School, in the City of Homestead, Miami-Dade County, Florida.

21. At that time and place, C.R.R., was a student and, as such, an invitee of SCHOOL BOARD, and was on its premises when JANSEN sexually battered C.R.R., causing her serious and permanent injuries.

22. JANSEN violated Florida Statute §§794.05 and 847.0138(2), by committing “Unlawful Sexual Activity with Certain Minors” and “Electronic Transmission of Material Harmful to Minors” against C.R.R., which are third and second degree felonies respectively.

23. On September 26, 2014, JANSEN plead guilty to three counts of Unlawful Sexual Activity with Certain Minors and two counts of transmitting harmful material to minors and is required to register as a Sexual Offender. (A copy of the signed plea is attached hereto as EXHIBIT “A”.)

24. This is not the first time JANSEN has had inappropriate contact with a minor student at South Dade High School. JANSEN engaged in inappropriate



contact with another student approximately five years before sexually assaulting C.R.R., of which appropriate persons within SCHOOL BOARD, including, but not limited to the Principal and Vice-Principal of South Dade High School, were put on notice. During said investigation, it was confirmed that JANSEN did engage in inappropriate contact with a minor female student and lied about it to school officials. No recourse against JANSEN was taken by SCHOOL BOARD. There was no remedial action by the SCHOOL BOARD. JANSEN went about business as usual.

25. As a direct and proximate result of JANSEN's conduct, C.R.R. was subjected to inappropriate contact, unlawful and lewd materials, sexual battery, raped, traumatized, and caused to suffer mental pain and suffering, psychological injuries, and the loss of the capacity for the enjoyment of life.

26. As a further direct and proximate cause of the intentional conduct by the defendant, C.R.R. has incurred in the past medical and psychological expenses for the treatment of her injuries, and will incur such expenses in the future.

27. As a further direct and proximate result of the intentional acts of the defendant, it is expected that the Plaintiff will also incur lost future earning capacity as a result of these acts and its sequelae. All of said damages are permanent and continuing in nature.

WHEREFORE, Plaintiff C.R.R. sues Defendant BRESNNIEL JANSEN for



damages in excess of \$15,000 including pre- and post-judgment interest to the extent allowed by law, plus costs and interest, and demands jury trial of all issues.

COUNT II

**INTENTIONAL INFLICTION OF EMOTIONAL
DISTRESS AGAINST BRESNNIEL JANSEN**

Plaintiff realleges and readopts paragraphs 1 through 19 above as if set forth fully herein and further states:

28. On numerous occasions in the fall of 2013, JANSEN used intimidation, physical force, his position as Plaintiff's geometry teacher, and coercion to commit multiple intentional sex acts, including oral sex, digital penetration and sexual intercourse amounting to sexual battery against minor Plaintiff, C.R.R.

29. JANSEN's actions in committing sexual battery against minor C.R.R. were outrageous, reckless, malicious, and performed with great indifference for the rights of the then 16 year-old Plaintiff.

30. As a direct and proximate result of JANSEN's intentional conduct, C.R.R. was subjected to sexual battery, raped, traumatized, humiliated, and caused to suffer mental pain and suffering, psychological injuries, and the loss of the capacity for the enjoyment of life.

31. As a further direct and proximate cause of the intentional conduct by the defendant, C.R.R. has incurred in the past medical and psychological expenses for the treatment of her injuries, and will incur such expenses in the future.

32. As a further direct and proximate result of the acts of the defendant, it is expected that the Plaintiff will also incur lost future earning capacity as a result of these acts and its sequelae. All of said damages are permanent and continuing in nature.

WHEREFORE, Plaintiff C.R.R. sues BRESNNIEL JANSEN for damages in excess of \$15,000 including pre-judgment and post-judgment interest to the extent allowed by law, plus costs and interest, and demands trial by jury of all issues.

COUNT III

NEGLIGENCE AGAINST DEFENDANT SCHOOL BOARD

Plaintiff realleges and readopts paragraphs 1 through 19 above as if set forth fully herein and further states:

33. At all times material SCHOOL BOARD owed a duty to C.R.R. to use reasonable care to ensure C.R.R.'s safety, care, health and well-being by hiring, retaining, assigning and supervising its faculty who were employed and/or acted as agents in supervisory roles, such as JANSEN's position as a geometry teacher.

34. At all times material, Defendant SCHOOL BOARD was *in loco parentis* and was held to a standard of reasonable protection for the minor child Plaintiff who was its student.

35. At all times material, SCHOOL BOARD knew, or in the exercise of reasonable care should have known, that JANSEN was unfit, dangerous and a



threat to the health, safety and welfare of C.R.R. and other young girls at South Dade High School.

36. At all times material, SCHOOL BOARD owed C.R.R. a duty to investigate JANSEN's proclivities and past sexual misconduct and communication with female students, and warn C.R.R. and her parents of the potential for harm from JANSEN, disclose its awareness of facts regarding JANSEN that created a likely potential for harm, provide a safe environment for C.R.R. where she would be free from sexual abuse, and protect C.R.R. from exposure to harmful individuals like JANSEN.

37. At all times material, SCHOOL BOARD breached these duties in all or more of the following ways:

- a. failing to provide a safe environment for C.R.R. where she would be free from intentional sexual battery by JANSEN, a teacher, agent and/or employee of SCHOOL BOARD;
- b. failing to investigate facts regarding JANSEN that created a likely potential for harm to minors he supervised, including C.R.R.;
- c. failing to disclose its awareness of facts regarding JANSEN that created a likely potential of harm;
- d. failing to provide policies and procedures to protect its students from sexual contact and abuse from predatory teachers such as JANSEN;
- e. failing to have a policy which prohibited teachers from meeting behind closed doors without additional adult supervision and/or allowing rooms to be free of any surveillance (e.g., no windows or covered windows, closed and locked classroom doors, etc.);
- f. failing to have a policy prohibiting fraternization, including sexual

advances and/or sexual contact, between agents and employees of SCHOOL BOARD and minor students;

- g. failing to have and/or enforce a policy of precluding personal communication with students by teachers;
- h. failing to recognize standard “grooming” patterns by a pedophile and failing to take reasonable measures to prevent such a pedophile from continuing to engage in such “grooming” at schools;
- i. failing to provide reasonable surveillance, investigation and reporting of teachers and students to prevent and/or detect inappropriate teacher-student contact (including sexual contact); and,
- j. attempting to cover up such acts after they occurred.

38. As a further direct and proximate cause of the negligence of SCHOOL BOARD, C.R.R. was subjected to sexual battery, raped, traumatized, and caused to suffer mental pain and suffering, psychological injuries, and the loss of the capacity for the enjoyment of life.

39. As a further direct and proximate cause of the negligence of SCHOOL BOARD, C.R.R. has incurred in the past medical and psychological expenses for the treatment of her injuries, and will incur such expenses in the future.

40. As a further direct and proximate cause of the negligence of SCHOOL BOARD, it is expected that the Plaintiff will also incur lost future earning capacity as a result of these acts and its sequelae. All of said damages are permanent and continuing in nature.

WHEREFORE, Plaintiff C.R.R. sues defendant MIAMI-DADE COUNTY SCHOOL BOARD a/k/a MIAMI-DADE COUNTY PUBLIC SCHOOLS for damages in excess of \$15,000 including pre- and post-judgment interest to the extent allowed by law, plus costs and interest, and demand trial by jury of all issues.

COUNT IV

**CLAIM AGAINST SCHOOL BOARD FOR
NEGLIGENT HIRING, TRAINING, SUPERVISION AND RETENTION**

Plaintiff re-alleges and re-adopts paragraphs 1 through 19 as if set forth herein and further states:

41. At all times material, SCHOOL BOARD owed a duty to the public and specifically the then minor Plaintiff, C.R.R., to employ qualified and competent teachers to work within its schools, including BRESNNIEL JANSEN. This duty is even greater in the context of a public school where parents have a trust and faith in the leaders, a reliance on those who are chosen to lead, and the school acts *in loco parentis*.

42. At all times material, SCHOOL BOARD owed a duty to the public and specifically C.R.R. to supervise its employees, servants, and/or agents with access to its minor students, including C.R.R.

43. At all times material, Defendant SCHOOL BOARD owed a duty to properly and effectively supervise its students, including C.R.R.

44. At all times material, SCHOOL BOARD owed a duty to the public and



Plaintiff, C.R.R. to make an appropriate investigation of its employees, servants, and/or agents who were in or would be placed in a position to come in contact with minor students of SCHOOL BOARD.

45. At all times material, SCHOOL BOARD owed a duty to Plaintiff, C.R.R., to terminate any and all employees, servants and/or agents that it knew or should have known had engaged or sought to engage in inappropriate communication and/or unlawful sexual activities with its minor students.

46. At all times material, SCHOOL BOARD owed a duty to the public and Plaintiff, C.R.R. to train its employees, servants and/or agents to identify when an inappropriate sexual relationship with a minor student is ongoing or is potentially sought and report it accordingly.

47. Defendant knew, or in the exercise of reasonable care should have known, that by allowing Defendant JANSEN to have unfettered access to female students, privacy in his classroom, and no supervision, female students at South Dade High School were at grave risk for sexual abuse.

48. At all times material, SCHOOL BOARD breached its duty to Plaintiff, C.R.R. in the following ways:

- a. failing to hire competent and qualified employees, servants and/or agents without proclivities to engage in sexual battery against its minor students;
- b. failing to hire competent and qualified employees, servants and/or agents with knowledge and training needed to accurately identify

sexual predators like JANSEN and act accordingly;

- c. failing to investigate the fitness for employment of JANSEN;
- d. failing to train its employees, servants and/or agents to identify and report when a member of the SCHOOL BOARD staff is attempting to engage in and is engaging in unlawful sexual behavior with its minor students;
- e. failing to supervise JANSEN in a proper manner to prevent the sexual battery against its minor student, C.R.R.;
- f. failing to train its employees, servants and/or agents to identify when an inappropriate sexual relationship with another employee, servant and/or agent and a minor student is ongoing and report it accordingly;
- g. failing to terminate or reassign those employees, servants and/or agents who were aware of the actions of JANSEN against C.R.R. but did nothing to stop or report it;
- h. failing to terminate and/or provide remedial measures to ensure the safety of students once the Defendant SCHOOL BOARD knew or should have known of JANSEN'S propensities, including following the inappropriate contact with a female student previously at South Dade High School;
- i. failing to properly investigate and reasonably warn students once Defendant JANSEN's propensities were made abundantly clear when he made inappropriate contact with a female student five years before sexually abusing and raping C.R.R.; and,
- j. failing to procure or develop policies and procedures to prohibit sexual relationships between agents or employees and minor students.

49. As a direct and proximate result of SCHOOL BOARD's negligence, JANSEN committed multiple acts of sexual battery on C.R.R., causing her serious and permanent injuries.

50. As a direct and proximate result of the negligence of SCHOOL BOARD, C.R.R. was sexually battered, raped, traumatized, and caused to suffer mental pain and suffering, psychological injuries, and the loss of the capacity for the enjoyment of life.

51. As a further direct and proximate cause of the negligence of SCHOOL BOARD, C.R.R. has incurred in the past medical and psychological expenses for the treatment of her injuries, and will incur such expenses in the future.

52. As a further direct and proximate cause of the negligence of SCHOOL BOARD, it is expected that the Plaintiff will also incur lost future earning capacity as a result of these acts and its sequelae. All of said damages are permanent and continuing in nature.

WHEREFORE, Plaintiff C.R.R. sues defendant SCHOOL BOARD for damages in excess of \$15,000 including pre-judgment and post-judgment interest to the extent allowed by law, plus costs and interest, and demand trial by jury of all issues.

COUNT V

**DEFENDANT SCHOOL BOARD'S VIOLATION
OF TITLE IX, 20 U.S.C. §§1681, et seq.**

Plaintiff re-alleges and re-adopts paragraphs 1 through 52 as if set forth herein and further states:

53. At all times material, the educational programs and/or activities at South Dade High School received federal financial assistance.

54. C.R.R. had a right to not be subject to sexual discrimination, harassment or abuse while she participated in the educational programs and activities while a student at South Dade High School.

55. The sexual assault and sexual abuse of C.R.R. by JANSEN was sexual discrimination and/or harassment prohibited by Title IX, 20 U.S.C. §§1681, et seq.

56. The Defendant SCHOOL BOARD, through its representatives, the principal and vice-principal of South Dade High School and investigators assigned by the SCHOOL BOARD, had actual notice of JANSEN's violation of rights as a result of a prior complaint about his actions involving a female student. The earlier report to the principal and vice-principal of South-Dade High School by a student who was the target of inappropriate sexual conduct by JANSEN several years prior to C.R.R. were reports to appropriate persons who had authority to take corrective action which could have prevented the discrimination against C.R.R. from occurring.

57. The principal, vice-principal and investigators and administrators of Defendant SCHOOL BOARD each had authority to address the acts of abuse by JANSEN and institute corrective measures including, but not limited to, protecting Plaintiff C.R.R. from having contact with JANSEN.

58. The decisions of the principal, vice-principal, and SCHOOL BOARD to not fully investigate the prior allegations of sexual misconduct by JANSEN, to ignore the facts of the prior incident, to fail to take any remedial action following exposure of JANSEN's prior acts of inappropriate contact with a female student, to ignore the obvious ongoing threats to students, to ascribe other motives to what is clearly an attempt to engage in inappropriate sexual contact with a student, to retain JANSEN despite the prior complaint, and to refuse to institute any corrective measures were official decisions to ignore the danger of sexual abuse to the students at South Dade High School which were clearly unreasonable.

59. These actions, and inactions, by the principal, vice-principal, and SCHOOL BOARD amounted to deliberate indifference to the reports, and to C.R.R.'s right to not be subject to sexual discrimination, harassment or abuse while she participated in the educational programs and activities while a student at South Dade High School.

60. JANSEN's conduct in committing acts of illicit contact, inappropriate and lewd communication (including texting photos of his genitals), oral sex, digital



penetration and sexual intercourse against C.R.R. while on campus at South Dade High School, are both threatened and willful acts that caused significant impairment to C.R.R.'s physical, mental and emotional health, and which likewise caused her physical, mental and sexual injury.

61. Defendant SCHOOL BOARD'S deliberate indifference to the clear and present threat of student sexual abuse and harassment by virtue of JANSEN'S proven history of attempted inappropriate contact with a female student is manifested by its failure to take any corrective action, provide any supervision, training, policy or procedures to JANSEN or in any way act to protect its students from the imminent threat of harm from JANSEN is clearly unreasonable by any standard.

62. Plaintiff C.R.R. was further victimized following the exposure of the sexual abuse, by SCHOOL BOARD refusing to transfer her to an appropriate school, failing to provide transportation, and then transferring her to a school which was directly across the street from the home of the sexual perpetrator defendant, BRESSNIEL JANSEN.

63. At all times material Defendant SCHOOL BOARD knew that JANSEN resided at said address yet placed the Plaintiff at said school and failed to warn her of same, further exacerbating her psychological trauma and emotional damage.

64. As a direct and proximate result of SCHOOL BOARD's actions, C.R.R. was sexually harassed, sexually molested, sexually battered, raped, traumatized, and caused to suffer mental pain and suffering, psychological injuries, and the loss of the capacity for the enjoyment of life.

65. As a further direct and proximate cause of the SCHOOL BOARD's actions, C.R.R. has incurred in the past medical and psychological expenses for the treatment of her injuries, and will incur such expenses in the future.

66. As a further direct and proximate cause of the SCHOOL BOARD's actions, it is expected that the Plaintiff will also incur lost future earning capacity as a result of these acts and its sequelae. All of said damages are permanent and continuing in nature.

WHEREFORE, Plaintiff C.R.R. sues defendant SCHOOL BOARD for damages in excess of \$15,000 including pre-judgment and post-judgment interest to the extent allowed by law, plus attorney's fees, costs and interest, and demands trial by jury of all issues.

COUNT VI

**DEFENDANT SCHOOL BOARD'S VIOLATION
OF 42 U.S.C. § 1983**

Plaintiff realleges and readopts paragraphs 1 through 66 and further alleges:

67. At all times material, the Fourteenth Amendment provides Plaintiff a right as a public school student to personal security and bodily integrity and Equal

Protection.

68. Defendant, SCHOOL BOARD was a state actor acting under the color of state law.

69. Defendant SCHOOL BOARD subjected C.R.R. to violations of her right to personal security and bodily integrity and Equal Protection by:

- a. Failing to adequately investigate JANSEN's past misconduct and act accordingly in removing him from a position of authority over its minor students;
- b. Failing to adequately train and supervise employees and/or agents of SCHOOL BOARD to properly investigate and act upon past allegations of sexual misconduct against BRESNNIEL JANSEN; and,
- c. Manifesting deliberate indifference to the sexual assault and ongoing harassment of Plaintiff.

70. Defendant SCHOOL BOARD has and/or had unconstitutional customs or policies of:

- a. Failing to investigate evidence of criminal or tortious misconduct against minor SCHOOL BOARD students by BRESNNIEL JANSEN; and,
- b. Failing to adequately train and supervise SCHOOL BOARD employees with regard to maintaining, preserving and protecting students from violations of their right to personal security, bodily integrity and Equal Protection.

71. SCHOOL BOARD has followed these unconstitutional customs and policies not only with regard to C.R.R., but also with regard to criminal and tortious sexual misconduct against other SCHOOL BOARD students.

72. SCHOOL BOARD's policies and/or practices constituted disparate treatment of females and a disparate impact on minor female students.

73. As a direct and proximate result of SCHOOL BOARD's unconstitutional customs and policies, JANSEN committed multiple acts of sexual battery on C.R.R., causing her serious and permanent injuries.

74. As a direct and proximate result of SCHOOL BOARD's unconstitutional customs and policies, C.R.R. was exposed to inappropriate lewd material, sexually battered, raped, traumatized, and caused to suffer mental pain and suffering, psychological injuries, and the loss of the capacity for the enjoyment of life.

75. As a further direct and proximate cause of the SCHOOL BOARD's unconstitutional customs and policies, C.R.R. has incurred in the past medical and psychological expenses for the treatment of her injuries, and will incur such expenses in the future.

76. As a further direct and proximate cause of the SCHOOL BOARD's unconstitutional customs and policies, it is expected that the Plaintiff will also incur lost future earning capacity as a result of these acts and its sequelae. All of said damages are permanent and continuing in nature.

WHEREFORE, Plaintiff C.R.R. sues defendant SCHOOL BOARD for damages in excess of \$15,000 including pre-judgment and post-judgment interest to

the extent allowed by law, plus attorney's fees, costs and interest, and demands trial by jury of all issues.

DEMAND FOR JURY TRIAL

Plaintiff C.R.R. hereby demands a trial by jury on all issues so triable.

DATED this 17th day of December 2014.

LEIGHTON LAW, P.A.

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**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

Case No. F14-537

Section No. 21

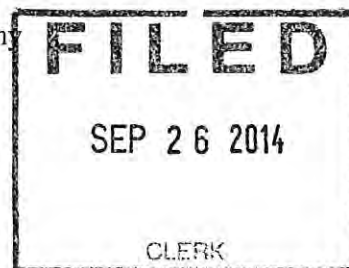
Judge Yvonne Colodny

STATE OF FLORIDA,

Plaintiff,

vs.

Bresnniel Jansen Mones,
Defendant



PROBATION PLEA AGREEMENT

1. This plea agreement is entered into between Defendant, Bresnniel Jansen Mones, who is represented by Nelson Pena, Esq., and KATHERINE FERNANDEZ RUNDLE, State Attorney for Miami-Dade County, Florida, by and through Assistant State Attorney Laura Adams.
2. The Defendant, Bresnniel Jansen Mones, will enter a plea of guilty to the following counts in the Information:
 - Counts 1-2: Electronic Transmission of Material Harmful to Minors in the State of Florida (F.S. 847.0138(2), third degree felonies, each count is punishable by a maximum of 5 years in prison);
 - Counts 3-5: Unlawful Sexual Activity with Certain Minors (victim of 16 or 17 years of age), second degree felonies, each count is punishable by a maximum of 15 years in prison) *as reduced* from the charges of Sexual Battery by a Person in Familial or Custodial Authority, a first degree felony.

The Defendant will be adjudicated guilty on counts 1-5. He will be required to register as a Sexual Offender pursuant to Florida Statute §943.0435. The Defendant may be subject to the involuntary civil commitment proceedings set forth in Florida Statutes §§ 394.910-394.931. The State makes no promises regarding the applicability of the civil commitment proceedings to this Defendant. This agreement will not shield the defendant from any civil commitment proceedings.

As to Counts 1- 5 of the Information, the defendant shall be sentenced concurrently in each count to 10 years of reporting probation. In addition to any special condition of probation which may be imposed upon the Defendant as enumerated in the probation order, as a special condition of probation, the Defendant will enter, actively participate in and successfully complete a Mentally Disordered Sexual Offender Treatment Program.

3. The Defendant shall participate in a Mentally Disordered Sexual Offender Treatment Program under the terms and conditions of the Program including, but not limited to, compliance with the rules, regulations and directives of the Program, regular reporting in person to the Program Representative or clinician, participation in counseling, and any other such requirements the staff shall impose, delete, or modify from time to time and hereby waives any claim of confidentiality regarding reports from the Program staff to participating community agencies or parties to this matter.
4. The Defendant waives any claim of privilege or confidentiality regarding any and all statements made to Program Representatives, Counselors, clinicians or participants in the Program or other individuals

directly or indirectly associated with the program. Said waiver of privilege extends to matters related to the charges which formed the basis for the Defendant's admission into the program, as well as to any records, progress notes, impressions and reports which may be generated as a result of the Defendant's participation in the Program. Said waiver of privilege also extends to any matters which may apply to any situation involving known or suspected child abuse or neglect as provided for in Florida Statute 39.204. Any and all such statements, reports, records, notes, etc., shall be admissible in any court of law, in any proceeding, without objection from the Defendant.

5. The Defendant's term of 10 years of reporting probation may not be terminated early without the express consent of the State Attorney's Office. However, if he has successfully completed 8 years of reporting probation with no violations, he will be *eligible* for consideration of early termination of his probation, if both the State and the Court agree to the request for early termination. The conditions of probation may not be modified without the express consent of the State Attorney's Office. If the defendant is deported from the United States of America while his probation is pending, his probation will not be terminated early. The defendant understands that if he is found to have violated probation in a willful and substantial matter, he is facing a maximum sentence of 55 years in prison.
6. The Defendant expressly agrees and stipulates that he waives his right to seek expungement or sealing of the records or court documents in this case at any time, whether during the pendency of the probation, or in the event the probation is successfully completed and case closed.
7. The Defendant shall comply with the terms and conditions of the Program until discharged, terminated, or successfully completed. The decision to terminate or discharge shall be within the complete discretion of the supervising clinical psychologist, clinician or therapist. Said termination and discharge may be based upon the Defendant's lack of active participation in the program, failure to attend meetings, unsuitability or unamenability to treatment, violation of terms and conditions of the program or agreement or any other basis deemed appropriate by the treating psychologist, clinician or therapist.
8. If, in the opinion of the clinical psychologist or clinician supervising the particular case, the Defendant's participation is not meeting with acceptable success, the Defendant may be terminated from the program, and the Defendant may be brought before the Court for a Probation Violation Hearing.
9. The Defendant, Bresnniel Jansen Mones, unless financially unable, will bear all costs of treatment and/or counseling and/or medication which may be necessary to successfully execute and complete this plea agreement.
10. The Defendant is aware that an arrest and/or conviction for any misdemeanor and/or felony, during the pendency of this plea agreement, may result in his immediate termination from the program.
11. The Defendant shall notify his Program Counselor, clinician or therapist within 24 hours of any arrest.
12. The Defendant shall accept the responsibility of maintaining contact with his Program Counselor, clinician or therapist as instructed.
13. The Defendant shall notify his Program Counselor, clinician or therapist prior to any change in employment or residence.
14. The Defendant shall personally obtain permission from his Program Counselor, clinician, therapist and the Court's approval before temporarily leaving Miami-Dade County, Florida.

15. The Defendant shall not be out of the area and away from treatment obligations without the expressed written consent of the Program Counselor, clinician or therapist.
16. The Defendant shall pay for any treatment needs his victims may have as a result of the sexual abuse, provided the cost is fair and reasonable, as so long as the defendant is financially able to pay for such costs.
17. The Defendant shall have no alcohol or drug-related offenses, including traffic-related criminal offenses.
18. The Defendant shall not visit or have any contact with the victim C.R. in person, in writing, by text or via email or through any internet connection, or via a third party.
19. The Defendant shall not enter the home in which the victim lives.
20. The Defendant shall reside in a setting where there are no minors (under the age of 18), females or males. Any modification of this condition must first be approved by the Court, and only with the consent of the State Attorney's Office.
21. The Defendant shall pay all court costs.
22. The Defendant shall make a contribution to the Denise Moon Fund in the amount of \$100.00 within the first eighteen months of his probation.
23. The Defendant shall not date, become involved with or live with any person who has minor children or has custody of minor children, unless permission is granted by the Court, after consultation with the program counselor, clinician or therapist and with the agreement of the State Attorney's Office. The Defendant must disclose to the person with minor children the nature and conditions of the probation, once permission has been granted by the Court.
24. The Defendant shall have no unsupervised contact with minors. Supervised contact does not include situations where an adult is present but is unaware that the Defendant is prohibited by law from unsupervised contact with minors, and who is unaware that the Defendant has been convicted of Electronic Transmission of Material Harmful to Minors in the State of Florida (2 counts) and Unlawful Sexual Activity with Certain Minors (3 counts). Furthermore, supervised contact does not include situations where the purported supervisor cannot or does not see the Defendant the entire time that the minor child is in the presence of the Defendant.
25. The Defendant shall be gainfully employed full-time, actively seeking full-time employment or shall be enrolled in and attending appropriate classes.
26. The Defendant is prohibited from teaching in public and private schools. The Defendant is prohibited from entering into any profession, taking any job or becoming involved in any activity or hobby which involves the teaching of, supervision of, baby-sitting of, care of custody of, control over, contact with, or tends to place him in contact with minor children. The Defendant is prohibited from wearing a uniform at any time for any purpose; however, there is a possibility that this condition will be modified upon request to the Court if the defendant demonstrates that wearing a uniform would not pose a threat to minor children. The defendant may wear a dress shirt, tie and pants for his job with a rental car agency.


27. The Defendant must submit, at least annually, to polygraph examinations, in order to obtain information necessary for risk management and treatment to reduce the sex offender's denial mechanisms. The polygraph examinations must be conducted by a polygrapher trained specifically in the use of the polygraph for monitoring sex offenders, where available, and shall be paid for by the defendant. The results of the polygraph examination shall not be used as evidence in court to prove that a violation of probation or community control has occurred.
- * 28. The Defendant must obey a mandatory court imposed curfew from 10:00 p.m. to 6:00 a.m. However, if he needs the curfew modified in order to work, he may petition the Court for a change in the hours of the curfew.
29. The Defendant is prohibited from viewing, owning or possessing any obscene, pornographic or sexually stimulating visual or auditory material, including telephone, electronic media, computer programs or computer services that are relevant to the offender's deviant behavior pattern, unless otherwise indicated in the offender's treatment plan.
30. The Defendant must submit two (2) specimens of blood and/or saliva swabs to the Florida Department of Law Enforcement, to be registered with the DNA data bank.
31. The Defendant must submit to warrantless searches by the probation officer of his person, residence or vehicle.
32. The Defendant must maintain a driving log at all times.
33. The Defendant is prohibited from obtaining or using a post office box without the prior approval of his probation officer.
34. The Defendant must submit to an HIV test, at his expense. The results of the test are to be released to the Defendant, and the victim's parents.
35. The Defendant shall be subjected to electronic monitoring (also known as GPS monitoring) during the entire time he is on probation.
36. The Defendant shall comply with any other rules, directives or conditions set out by the Probation Order, Probation Counselor, clinician or therapist.
37. The execution of this plea agreement by the Defendant constitutes an understanding, acknowledgment and agreement to the special conditions of probation as mentioned herein, in addition to the standard terms and conditions of probation appearing on the "Terms and Conditions of Probation" form.
38. The Defendant's probation officer shall prepare a written report every 180 days outlining the Defendant's progress and performance and file said report with the court with copies to the State Attorney and defense counsel.
39. The program counselor, clinician or therapist shall prepare a written report on a monthly basis outlining the Defendant's progress and performance. The report will be filed with the court with copies to the State Attorney, defense counsel and the Defendant's probation officer every 6 months.
40. The Defendant is aware that his attorney has not completed discovery in this case. For example, his attorney has not taken depositions of the witnesses listed in the State's witness list and has not listed any witnesses on the Defendant's behalf. However, the Defendant understands that he is giving up the


right to have his attorney complete discovery in this case in order to take the State's plea offer in this case. The Defendant also understands that his attorney has not litigated any motions to suppress evidence in this case, including the Defendant's motion to suppress his statement to the police. However, he understands that he is giving up the right to challenge the legality of the seizure of any evidence in this case in order to take the State's plea offer. The Defendant understands that by virtue of accepting the State's plea offer in this case, he is giving up the right to challenge the pre-trial investigation conducted by his attorney in this case because the Defendant is waiving the right to any such investigation.

Having read the above-mentioned terms of this plea agreement, and having been advised by my counsel, Nelson Pena, I, Bresnniel Jansen Mones, freely and voluntarily enter into this plea agreement and agree to abide by all terms and conditions of this plea agreement, and agree that failure to comply with any terms or conditions within this agreement constitutes a violation of probation and subjects me to be sentenced to the statutory maximum penalties provided by law for the crimes for which I am now pleading guilty.

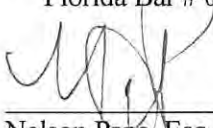
This agreement is entered into freely and voluntarily on this 26 day of September, 2014.

Respectfully submitted,
KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

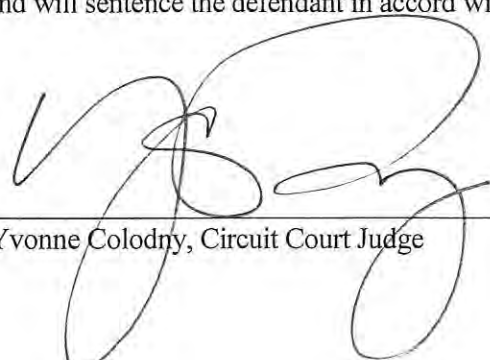
By: 
Laura Adams, Assistant State Attorney
Florida Bar # 001767


Bresnniel Jansen Mones
Defendant

I have read this plea agreement and understand
all of its terms and conditions.


Nelson Pena, Esq., Attorney for defendant
Florida Bar Number 87568
I have reviewed all of the terms and conditions
of this plea agreement with my client.

THE COURT, having reviewed this plea agreement with the defendant, and conducted a plea colloquy with the defendant, hereby ratifies the agreement and will sentence the defendant in accord with it.


Yvonne Colodny, Circuit Court Judge