

IN THE STATE COURT OF CHATHAM COUNTY
STATE OF GEORGIA

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CAITLYN CLIFF, GEORGE DICKENS III,)
MELANIE FENLEY, ZACHARY GRUBER,)
PETER LEYH, MYLEE MCKINNEY, and)
CASEY TUGGLE, individually and on)
behalf of all others similarly situated,)

Plaintiffs,)

v.)

SAVANNAH LAW SCHOOL, LLC, JOHN)
MARSHALL LAW SCHOOL, LLC (DE),)
JOHN MARSHALL LAW SCHOOL, JOHN)
MARSHALL UNIVERSITY, JOHN)
MARSHALL ONLINE, INC., and JMLS)
1422, LLC,)

Defendants.)

CIVIL ACTION FILE NO.

STCN 1800506
JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs Caitlyn Cliff, George Dickens III, Melanie Fenley, Zachary Gruber, Peter Leyh, Mylee McKinney, and Casey Tuggle (collectively "Plaintiffs"), individually and on behalf of all others similarly situated as defined below, bring this class action complaint against Savannah Law School, LLC, John Marshall Law School, LLC (DE), John Marshall Law School, John Marshall University, John Marshall Online, Inc., and JMLS 1422, LLC, based upon personal knowledge with respect to themselves and on information and belief derived from, among other things, investigation of counsel and review of public documents as to all other matters.

NATURE OF THE CASE

1. Plaintiffs bring this putative class action against Defendants for their acts, failures to act, and false and misleading representations and omissions related to Savannah Law School's ("SLS") failure to provide current and prospective students with

timely, accurate, and material information about SLS's financial stability, grading curve, noncompliance with American Bar Association ("ABA") accreditation standards, and inability to offer students the opportunity to take a full course of legal studies and obtain a Juris Doctor degree from SLS faculty members on the SLS campus. If SLS had complied with its obligations, Plaintiffs and Class Members would not have paid tuition to SLS and incurred other substantial damages.

PARTIES, JURISDICTION AND VENUE

2. Plaintiffs re-allege and incorporate the foregoing paragraphs as if fully set forth herein.

3. Defendant Savannah Law School, LLC ("SLS LLC") is a Georgia limited liability company with its principal office address in Atlanta, Fulton County, Georgia and its center of operations on the SLS campus at 516 Drayton Street, Savannah, Chatham County, Georgia. SLS LLC is engaged in the business of for-profit legal education in the State of Georgia. SLS LLC may be served with process by delivering a Summons and copy of this Complaint to its registered agent for service of process, Malcolm Morris, 1422 W. Peachtree Street, NW, Atlanta, Fulton County, Georgia 30309. SLS LLC is subject to the personal jurisdiction of this Court.

4. Defendant John Marshall Law School, LLC (DE) ("JM LLC") is a Delaware limited liability company with its principal office address at 1422 W. Peachtree Street NW, Atlanta, Fulton County, Georgia 30309. JM LLC is engaged in the business of for-profit legal education in the State of Georgia. JM LLC may be served with process by delivering a Summons and copy of this Complaint to its registered agent for service of process, Malcolm Morris, 1422 W. Peachtree Street, NW, Atlanta, Fulton County, Georgia 30309. JM LLC is subject to the personal jurisdiction of this Court.

5. Defendant John Marshall Law School ("JMLS") is a Georgia corporation with its principal office address at 1422 W. Peachtree Street, NW, Atlanta, Fulton County, Georgia 30309. JMLS is engaged in the business of for-profit legal education in the State of Georgia. JMLS may be served with process by delivering a Summons and copy of this Complaint to its registered agent for service of process, Malcolm Morris, 1422 W. Peachtree Street, NW, Atlanta, Fulton County, Georgia 30309. JMLS is subject to the personal jurisdiction of this Court.

6. Defendant John Marshall University ("JMU") is a Georgia corporation with its principal office address at 1422 W. Peachtree Street, NW, Atlanta, Fulton County, Georgia 30309. JMU is engaged in the business of for-profit legal education in the State of Georgia. JMU may be served with process by delivering a Summons and copy of this Complaint to its registered agent for service of process, Malcolm Morris, 1422 W. Peachtree Street, NW, Atlanta, Fulton County, Georgia 30309. JMU is subject to the personal jurisdiction of this Court.

7. Defendant John Marshall Online, Inc. ("JM Online") is a Georgia corporation with its principal office address at 1422 W. Peachtree Street, NW, Atlanta, Fulton County, Georgia 30309. On information and belief, JM Online is engaged in providing web-based and tele-learning coursework to SLS students within the State of Georgia. JM Online may be served with process by delivering a Summons and copy of this Complaint to its registered agent for service of process, Michael Markovitz, 1422 W. Peachtree Street, NW, Atlanta, Fulton County, Georgia 30309. JM Online is subject to the personal jurisdiction of this Court.

8. Defendant JMLS 1422, LLC ("JMLS 1422") is a Delaware limited liability company with its principal office address at 1422 W. Peachtree Street, NW, Atlanta,

Fulton County, Georgia 30309. JMLS 1422 owned the building at 516 Drayton Street that served as SLS's campus and sold the building in advance of the announcement of SLS's closure. JMLS 1422 may be served with process by delivering a Summons and copy of this Complaint to its registered agent for service of process, Michael Markovitz, 1422 W. Peachtree Street, NW, Atlanta, Fulton County, Georgia 30309. JMLS 1422 is subject to the personal jurisdiction of this Court.

9. This Court is the appropriate venue for this action because SLS LLC, JM LLC, JMLS, JMU, JM Online, and JMLS 1422 have an office and transact business at the SLS campus in Savannah, Chatham County, Georgia, the contracts that form the basis for claims in this action were made or were to be performed in Savannah, Chatham County, Georgia, and the causes of action herein for torts, wrongs, or injuries done originated in Savannah, Chatham County, Georgia, pursuant to O.C.G.A. § 14-2-510(b)(2), (3) and O.C.G.A. § 14-11-1108(b).

10. In addition or in the alternative, venue is proper as to one or more of the Defendants as joint tortfeasors, pursuant to O.C.G.A. § 9-10-31.

11. SLS LLC owns, controls, operates, and/or does business as SLS.

12. On information and belief, JM LLC, JMLS, and/or JMU own, control, operate, and/or do business as SLS and/or SLS LLC, and/or are the sole members of SLS LLC.

13. Plaintiff Caitlyn Cliff is domiciled in the State of Georgia and is an enrolled law student at SLS. Plaintiff Cliff paid tuition to SLS for the Spring 2018 semester.

14. Plaintiff George Dickens III is domiciled in the State of Georgia and was admitted to attend SLS beginning with the Fall 2018 semester. Plaintiff Dickens paid money to SLS to secure his seat in the incoming class.

15. Plaintiff Melanie Fenley is domiciled in the State of Georgia and is an enrolled law student at SLS. Plaintiff Fenley paid tuition to SLS for the Spring 2018 semester.

16. Plaintiff Zachary Gruber is domiciled in the State of Georgia and was admitted to attend SLS beginning with the Fall 2018 semester. Plaintiff Gruber paid money to SLS to secure his seat in the incoming class.

17. Plaintiff Peter Leyh is domiciled in the State of Georgia and is an enrolled law student at SLS. Plaintiff Leyh paid tuition to SLS for the Spring 2018 semester.

18. Plaintiff Mylee McKinney is domiciled in the State of Georgia and is an enrolled law student at SLS. Plaintiff McKinney paid tuition to SLS for the Spring 2018 semester.

19. Plaintiff Casey Tuggle is domiciled in the State of Georgia and is an enrolled law student at SLS. Plaintiff Tuggle paid tuition to SLS for the Spring 2018 semester.

20. This Court has subject matter jurisdiction over this action pursuant to O.C.G.A. § 9-11-23.

21. This matter is not subject to removal to federal court because no federal question is raised in this Complaint, at least one Defendant is a citizen of Georgia, and all plaintiffs and putative class members are diverse from Defendants.

22. Georgia statutory and common law applies to all claims asserted herein. Plaintiffs, Defendants, and Class Members are citizens of the State of Georgia. Plaintiffs and Class Members resided in the Savannah, Georgia area with the intent to remain in Georgia. Plaintiffs and Class Members lived, worked, and attended classes in Georgia, and they expected to take the Georgia bar exam and find post-graduation employment

in Georgia. The SLS campus is located in Savannah, Georgia, and all its students attended classes in-person on the SLS campus. Defendants direct, control, and coordinate SLS's activities from Atlanta, Georgia, including but not limited to their decisions surrounding, and their response to, the ABA investigation and the closure of the SLS campus. Defendants' actions and failures to act alleged herein occurred within and/or emanated from Georgia.

FACTUAL ALLEGATIONS

23. Plaintiffs re-allege and incorporate the foregoing paragraphs as if fully set forth herein.

24. SLS is the only law school in Savannah, Georgia and is operated as a branch of Atlanta's John Marshall Law School ("Atlanta's John Marshall"). SLS and Atlanta's John Marshall share their Dean, Malcolm L. Morris, their Associate Dean for Finance, Allan Brezel, and their Board of Directors.

25. Atlanta's John Marshall originally maintained a branch campus in Savannah during the 1970s and early 1980s. In 2011, Atlanta's John Marshall received approval from the ABA Section of Legal Education and Admissions to the Bar to re-open a Savannah branch campus beginning with the Fall 2012 semester.¹

26. SLS states on its website that it "opened with the goal of being the ideal law school for the 21st century."²

¹ Mark Hansen, *Atlanta's John Marshall Law School to Launch Savannah Branch*, ABA JOURNAL, Dec. 13, 2011, http://www.abajournal.com/news/article/atlasntas_john_marshall_law_school_to_launch_savannah_branch/.

² Savannah Law School, About, <https://www.savannahlawschool.org/about/> (last visited Mar. 22, 2018).

27. The ABA is the authority responsible for accreditation of all law schools in the United States. Law schools must comply with standards promulgated by the ABA in order to obtain accreditation and remain in good standing with the ABA.

28. At all relevant times, Defendants charged prospective students a fee to apply for admission to SLS.

29. At all relevant times, Defendants charged admitted students a fee to secure their places in the incoming class.

30. At all relevant times, Defendants charged tuition and fees to admitted SLS students to be able to enroll in and attend law school courses, obtain academic credits, and receive a Juris Doctor degree.

31. At all relevant times, SLS maintained a student body of approximately 115-200 enrolled students.

32. At all relevant times, Defendants charged full-time SLS students approximately \$21,100.00 per semester in tuition and charged part-time students approximately \$12,660.00 per semester in tuition.

33. Students regularly paid other costs and fees associated with their education, as well, such as books, fees, and living expenses.

34. SLS announced on December 12, 2014 that it had been recognized as an approved branch of Atlanta's John Marshall, giving SLS the benefit of Atlanta's John Marshall's full accreditation.³

³ Savannah Law School Announces American Bar Association Accreditation Status, Dec. 12, 2014, <https://www.savannahlawschool.org/savannah-law-school-announces-american-bar-association-accreditation-status/>.

35. At all relevant times, Defendants promised SLS students that they would provide a program of legal studies designed to prepare students for employment as lawyers or in law-related fields and that they would award SLS students a Juris Doctor degree upon successful completion of the required and elective curriculum.

36. At all relevant times, Defendants represented that SLS students would receive their education from SLS faculty members on the SLS campus.

37. The ability to fulfill the entire academic curriculum on the SLS campus in classes taught by SLS faculty members was material to Plaintiffs' and Class Members' decision to matriculate at SLS and to pay to enroll in classes at SLS.

38. At all relevant times, Defendants represented that SLS was and would continue to be accredited by the ABA during and after the time Plaintiffs and Class Members attended and received their degrees from SLS.

39. The ability to fulfill the entire academic curriculum and receive their degrees from an accredited, ongoing institution was material to Plaintiffs' and Class Members' decision to matriculate at SLS and to pay to enroll in classes at SLS.

40. On October 12, 2017, the ABA issued a letter of noncompliance to Atlanta's John Marshall, finding that it was significantly out of compliance with accreditation requirements and requiring it to submit a report by February 1, 2018 and to appear at the Accreditation Committee's June 2018 meeting. If the written report demonstrated that Atlanta's John Marshall was in compliance, the Committee would cancel the hearing.⁴

⁴ Letter from Barry A. Currier to Richard B. Herzog, Jr. & Malcolm L. Morris, Oct. 12, 2017, *available at* https://www.americanbar.org/content/dam/aba/administrative/legal_education_and_admissiadm_to_the_bar/PublicNoticeAnnouncements/2017_october_atlantas_john

41. On information and belief, as of the time of this filing, the ABA has not canceled Atlanta's John Marshall's hearing regarding its accreditation status.

42. Because SLS is a branch of Atlanta's John Marshall, its accredited status is dependent upon Atlanta's John Marshall retaining its fully accredited status.

43. In or about the 2016-2017 academic year, SLS changed some of its night program classes to a "tele-learning" format wherein students came to campus and watched lessons on a television. An SLS faculty or staff member represented that this was the only way SLS could afford to offer necessary elective coursework to night school students.

44. On or about October 19, 2017, a town hall meeting was held with SLS students regarding a lack of funding for school extracurricular activities such as Law Review, Mock Trial, Moot Court, and others. No mention of the ABA noncompliance letter was made at this meeting.

45. On or about October 24, 2017, then-Associate Dean Keith Harrison held a town hall meeting with SLS students where they were told about the ABA noncompliance letter. Students were not told to transfer to other schools, and they were told it would be years before ABA probation or revocation of accreditation would occur.

46. On February 22, 2018, SLS's Office of Admissions held an open house for prospective second-career law students.

_marshall_school_of_law.authcheckdam.pdf; Kristen Rasmussen, *After ABA Sanction, John Marshall Dean Says School Is Committed to Improve Bar-Pass Rate*, FULTON CNTY. DAILY RPT., Dec. 1, 2017, <https://www.law.com/dailyreportonline/sites/dailyreportonline/2017/11/28/112817johnmarshall/>.

47. On March 21, 2018, SLS administrators announced to its faculty and enrolled students that it will close at the end of the Spring 2018 semester, that Defendants have already sold SLS's Drayton Street building, and that classes on campus will stop immediately.⁵

48. On March 22, 2018, Defendants posted an official statement to the SLS website announcing SLS is no longer accepting applications for the Fall 2018 semester and SLS is closing because continued operation is not financially viable.⁶

49. SLS's Accepted Students Day event was scheduled for March 24, 2018. The event was not canceled until March 22 or 23, 2018, after SLS's closure had been publicly announced and after some admitted students had paid deposits of approximately \$500 to secure their seat in the incoming class.

50. Following announcement of the closure, students were notified that any who sought to transfer their credits to another school would receive a letter informing that school that SLS uses a deflated grading curve—that is, that its grades are curved to a 2.7 rather than the customary 2.9 or 3.0.

51. At least one legal news site has reported “speculat[ion] that Savannah Law was opened in the first place [by Atlanta’s John Marshall] with the goal of using federal

⁵ Will Peebles, *Savannah Law School to close after spring semester*, SAVANNAH MORNING NEWS, Mar. 21, 2018, <http://www.savannahnow.com/news/20180321/savannah-law-school-to-close-after-spring-semester>.

⁶ Savannah Law School, <http://www.savannahlawschool.org> (last visited Mar. 22, 2018); Statement dated Mar. 22, 2018, *available at* <https://www.savannahlawschool.org/wp-content/uploads/2018.3.22-Official-Statement.pdf> (last visited Mar. 22, 2018).

student loans as income to wait out the market before flipping on a prime piece of real estate.”⁷

52. A significant proportion of SLS law students were offered scholarships to incentivize them to enroll at SLS. At all relevant times, scholarship students were informed that they would be able to maintain their scholarships throughout their time at SLS if they maintained a 2.75 GPA.

53. The reasonable opportunity to maintain a 2.75 GPA and access to their scholarships was material to Plaintiffs’ and Class Members’ decision to matriculate at SLS and to pay to enroll in classes at SLS.

54. Scholarship students were not informed that SLS curved grades to a 2.7, thereby putting a 2.75 GPA out of reach of more than 50% of the student body.

55. Because of the deflated curve, a significant number of scholarship students lost their scholarships and were forced to take out additional federal student loans.

56. On information and belief, Defendants deflated their grading curve, forced students out of their scholarships and into student loans, converted courses to a tele-learning format, deprived students of in-person instruction by SLS faculty and of materially important extracurricular activities, sold the 516 Drayton Street building, and ultimately closed SLS in order to financially benefit Defendants and to improve Atlanta’s John Marshall’s financial position during the fall-out over its noncompliance with ABA accreditation standards.

⁷ Staci Zaretsky, *Yet Another Law School Is Going Out of Business*, ABOVE THE LAW, Mar. 22, 2018, <https://abovethelaw.com/2018/03/yet-another-law-school-is-going-out-of-business/>.

57. As a direct and proximate result of the closure of SLS, especially under a cloud of financial troubles and the risk of losing its accredited status, the value of degrees SLS has issued and will issue has been diminished, students with accumulated academic credits above the transferrable maximum have lost valuable academic credits for which they spent time and money, and enrolled and matriculating students have lost the monies they already had paid for the Fall 2018 semester, among other harms.

58. As a direct and proximate result of the closure of SLS, Plaintiffs and Class Members have suffered and will continue to suffer economic and non-economic damages.

CLASS ALLEGATIONS

59. Plaintiffs re-allege and incorporate the foregoing paragraphs as if fully set forth herein.

60. Plaintiffs bring this action on their own behalf and as a class action pursuant to O.C.G.A. § 9-11-23, seeking damages as representatives of a class of similarly situated individuals, defined as follows:

All persons who are citizens of Georgia and who were enrolled in classes at Savannah Law School during the 2017-2018 academic year or had applied for admission to Savannah Law School for the Fall 2018 semester.

61. Plaintiffs hereby reserve the right to amend or modify the class definition with greater specificity or division after having had an opportunity to conduct discovery.

62. The proposed Class meets the criteria for certification set forth in O.C.G.A. § 9-11-23, as follows.

63. § 9-11-23(a)(1): Numerosity. The class is so numerous that individual joinder of all class members as parties to this action would be impractical. While the

exact number and identities of class members are unknown at this time, and can be ascertained only through appropriate discovery, Plaintiffs allege that the class consists of hundreds of members.

64. Class Members are readily ascertainable and may be identified through objective means. Class Members may be notified of the pendency of this action by recognized, court-approved notice-dissemination methods, which may include U.S. mail, electronic mail, Internet postings, and/or published notice.

65. § 9-11-23(a)(2) and § 9-11-23(b)(3): Commonality. Common questions of law and fact predominate over any questions affecting only individual class members, including but not limited to:

- a. The facts regarding SLS's present and future accreditation status, closure, termination of faculty, and sale of its buildings and/or other property;
- b. The duties owed by Defendants to Plaintiffs and Class Members with respect to course offerings, location, scholarships, grading, and faculty affiliation,
- c. The duties owed by Defendants to Plaintiffs and Class Members with respect to accreditation and viability of SLS, both during and after the students' matriculation, enrollment, and graduation;
- d. The duties owed by Defendants to Plaintiffs and Class Members with respect to disruptions in their education;
- e. Whether Defendants' actions and/or inactions breached those duties;
- f. The terms of Defendants' contracts with Plaintiffs and Class Members;
- g. The misrepresentations made to SLS students and the community, including Plaintiffs and Class Members;

- h. Whether Defendants proximately caused damages to Plaintiffs and Class Members;
- i. Whether Defendants' conduct constituted deceptive trade practices; and
- j. Whether Plaintiffs and Class Members are entitled to relief.

66. § 9-11-23(a)(3): Typicality. Plaintiffs' claims are typical of the claims of the class. Plaintiffs enrolled in classes at SLS, paid tuition and/or fees to SLS, and relied on Defendants' representations. Plaintiffs' injuries and damages are consistent with those suffered by the Class Members, and they seek relief consistent with the relief available to the Class Members.

67. § 9-11-23(a)(4): Adequacy. Plaintiffs will fairly and adequately protect the interests of the Class because Plaintiffs are members of the Class and are committed to pursuing this matter against Defendants to obtain relief for the Class. Plaintiffs have no conflicts of interest with the Class. Plaintiffs' counsel is competent and experienced in litigating class actions. Plaintiffs intend to prosecute this case vigorously and will protect the Class's interests fairly and adequately.

68. § 9-11-23(b): Superiority. A class action is superior to other available methods for fair and efficient adjudication of this controversy.

- a. Consistent with § 9-11-23(b)(1), prosecution of separate actions by each of the estimated hundreds of Class Members would create the potential for inconsistent or varying adjudications that would establish incompatible standards of conduct for SLS and/or would as a practical matter be dispositive of the interests of other Class Members not party to the individual adjudications, including but not limited to the declaratory and injunctive relief sought herein.

- b. Under § 9-11-23(b)(2), a class action is appropriate because SLS's actions and failures to act alleged above are generally applicable to the Class as a whole, as is the relief sought, including but not limited to declaratory and injunctive relief.
- c. Consistent with § 9-11-23(b)(3), issues of law and fact common to the Class Members predominate over those affecting only individual members. No unusual difficulties are likely to be encountered in the management of this class action.
- d. The quintessential purpose of the class action mechanism is to permit litigation against wrongdoers even when damages to individual Plaintiffs may not be sufficient to justify individual litigation. Here, the damages suffered by Plaintiffs and the Class are relatively small compared to the burden and expense required to litigate their claims against Defendants individually; thus, individual litigation would be impracticable.
- e. A class action will concentrate the numerous Class Members' claims in a single forum, promote efficient management of the litigation and prompt resolution of Class Members' claims, reduce delay and expense to all parties and the court system, provide for economies of scale, and avoid inconsistent rulings between individual Class Members.

CAUSES OF ACTION

COUNT ONE

Negligence

69. Plaintiffs re-allege and incorporate the foregoing paragraphs as if fully set forth herein.

70. Defendants owed a duty to Plaintiffs and Class Members to ensure the education and/or degrees they received through SLS would prepare and enable them to enter careers as lawyers or in law-related fields.

71. Defendants owed a duty to Plaintiffs and Class Members to ensure that all academic credits they earned at SLS would count toward a degree earned on the SLS campus or at a fully accredited law school located in the Savannah area.

72. Defendants owed a duty to Plaintiffs and Class Members to support the success of their legal studies by maintaining continuous operations reasonably free of disruptions throughout each academic year.

73. Defendants breached their duty to Plaintiffs and Class Members by failing to ensure SLS's ongoing viability and accreditation.

74. Defendants breached their duty to Plaintiffs and Class Members by ceasing operations mid-semester, while three full classes of students remained enrolled and prospective students already had begun applying for and accepting admission for Fall 2018, causing disruptions to students' coursework and uncertainty as to the future course of their studies and their progress toward their degrees.

75. Defendants breached their duty by converting formerly in-person courses to a tele-learning format and by selling the 516 Drayton Street building in the middle of the semester.

76. Plaintiffs and Class Members suffered damages as a direct and proximate result of Defendants' actions and/or failures to act.

77. Plaintiffs and Class Members are entitled to compensatory and general damages.

COUNT TWO

Breach of Contract

78. Plaintiffs re-allege and incorporate the foregoing paragraphs as if fully set forth herein.

79. A contract was formed between Plaintiffs and Class Members on the one side and Defendants on the other when Plaintiffs and Class Members applied to, matriculated at, paid tuition and/or fees to, accepted scholarships to, and/or enrolled in classes at SLS.

80. By their conduct described above, Defendants breached their contracts with Plaintiffs and Class Members.

81. Plaintiffs and Class Members have been damaged by Defendants' breach of their contractual obligations to Plaintiffs and Class Members.

82. Plaintiffs and Class Members are entitled to recover damages.

COUNT THREE

Negligent Misrepresentation

83. Plaintiffs re-allege and incorporate the foregoing paragraphs as if fully set forth herein.

84. Defendants negligently supplied false information to Plaintiffs and Class Members when they represented that they operated and would continue to operate an ongoing, accredited law school on the SLS campus with classes taught by SLS faculty.

85. Defendants negligently supplied false information to Plaintiffs and Class Members when they represented that scholarship students would have the reasonable opportunity to maintain a 2.75 GPA and, thus, access to their scholarships.

86. Plaintiffs and Class Members reasonably relied upon that false information when deciding to pay money to, accept scholarships from, and/or enroll in classes at SLS.

87. Plaintiffs and Class Members suffered damages as a direct and proximate result of Defendants' negligent misrepresentations.

88. Plaintiffs and Class Members are entitled to recover damages.

COUNT FOUR

Civil Conspiracy

89. Plaintiffs re-allege and incorporate the foregoing paragraphs as if fully set forth herein.

90. Defendants combined and acted in concert to commit wrongful acts against Plaintiffs and Class Members.

91. Defendants positively or tacitly arrived at a mutual understanding to accomplish the unlawful and wrongful ends described above solely in order to advance the Defendants' business and financial interests.

92. Specifically, Defendants acted in concert to wrongfully and unlawfully deflate the SLS grading curve, force students off their scholarships and into federal student loans, deprive students of in-person instruction by SLS faculty, change in-person courses to online or tele-learning formats, deprive students of materially important extracurricular activities, sell the 516 Drayton Street building that served as the SLS campus, and close SLS, as described more fully above.

93. By reason of Defendants' concerted action and conspiracy, Defendants are jointly and severally liable for the acts committed by each Defendant in furtherance of the conspiracy.

94. Defendants' conspiracy directly and proximately harmed Plaintiffs and Class Members as described more fully above.

95. Plaintiffs and Class Members are entitled to recover damages.

COUNT FIVE

Punitive Damages

96. Plaintiffs re-allege and incorporate the foregoing paragraphs as if fully set forth herein.

97. Defendant's actions show willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences.

98. Plaintiffs are entitled to recover punitive damages in an amount sufficient to punish, penalize, and deter Defendants.

COUNT SIX

Attorney Fees and Expenses

(O.C.G.A. § 13-6-11)

99. Plaintiffs re-allege and incorporate the foregoing paragraphs as if fully set forth herein.

100. Defendants acted in bad faith in the underlying incident, have been stubbornly litigious, or have put Plaintiffs and Class Members to unnecessary trouble and expense, entitling Plaintiffs and Class Members to an award of attorney fees and expenses of litigation pursuant to O.C.G.A. § 13-6-11.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Proposed Class, respectfully request the following relief:

- a. That summons be issued and Defendants be required to appear and to answer the allegations of this Complaint;
- b. That an Order be entered certifying the Class, as defined herein, and appointing Plaintiffs and their Counsel to represent the Class;
- c. That Plaintiffs and the Proposed Class receive a TRIAL BY JURY;
- d. That judgment be entered in favor of Plaintiffs and the Proposed Class and against Defendants;
- e. That Plaintiffs and the Proposed Class be awarded compensatory, consequential, and general damages in an amount to be determined by the enlightened conscience of the jury;
- f. That Plaintiffs and the Proposed Class be awarded punitive or exemplary damages sufficient to punish, penalize, and deter Defendants, as determined by the enlightened conscience of the jury;
- g. That Plaintiffs and the Proposed Class be awarded all attorneys' fees, costs, and expenses of litigation allowable by law;
- h. That prejudgment interest be assessed on all amounts awarded; and
- i. That Plaintiffs and the Proposed Class receive such other and further relief as this court may deem just and proper.

This 23rd day of March, 2018.

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