

**VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF LYNCHBURG**

JENNA DODGE, SARAH HASSMER, )  
HAYLEY J. MAXWELL, )  
LAURA McKEAN-PERAZA, )  
KELSEY McKUNE, JENNIFER C. MULLINS, )  
REBEKAH LYNN PAULI, JESSICA WHITTLE, )  
and MARY ELIZABETH YARDLEY, )

Plaintiffs, )

v. )

THE TRUSTEES OF RANDOLPH-MACON )  
WOMAN’S COLLEGE, )  
D/B/A RANDOLPH-MACON WOMAN’S COLLEGE, )  
a Virginia non-stock corporation, )

Serve: )  
Christopher L. Burnley, )  
Registered Agent )  
2500 Rivermont Avenue )  
Lynchburg, Virginia 24503-1526, )

Defendant. )

Case No. \_\_\_\_\_

**COMPLAINT**

COME NOW Plaintiffs, Jenna Dodge (“Dodge”), Sarah Hassmer (“Hassmer”), Hayley J. Maxwell (“Maxwell”), Laura McKean-Peraza (“McKean-Peraza”), Kelsey McKune (“McKune”), Jennifer C. Mullins (“Mullins”), Rebekah Lynn Pauli (“Pauli”), Jessica Whittle (“Whittle”), and Mary Elizabeth Yardley (“Yardley”) who, by counsel, file this Complaint seeking injunctive relief against Defendant, The Trustees of Randolph-Macon Woman’s College, d/b/a Randolph-Macon Woman’s College, based upon the following:

1. Defendant is a non-stock corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business being located at 2500 Rivermont Avenue, Lynchburg, Virginia 24503. Defendant owns and operates a liberal arts college (“RMWC”) offering bachelor’s degrees to female students in a single-sex environment.

2. Dodge is a freshman at RMWC. Her permanent residence is 6109 Metcalf Mill Pike, Ewing, Kentucky 41039.

3. Hassmer is a sophomore at RMWC. Her permanent address is P.O. Box 466, Gordonsville, Virginia 22942.

4. Maxwell is a freshman at RMWC. Her permanent residence is 4 Denmead Boulevard, Marshalltown, Iowa 50158.

5. McKean-Peraza is a junior at RMWC. Her permanent residence is 3711 Stoneycreek Road, Chapel Hill, North Carolina 27514.

6. McKune is a freshman at RMWC. Her permanent residence is 1111 S. Apple, Sapulpa, Oklahoma 74066.

7. Mullins is a junior at RMWC. Her permanent residence is 104 Laurens Lane, Colonial Heights, Virginia 23834.

8. Pauli is a junior at RMWC. Her permanent residence is 1620 A Ridgecrest Drive, Cookeville, Tennessee 38506.

9. Whittle is a junior at RMWC. Her permanent residence is 2590 N. Lincoln Avenue, Altadena, California 91001.

10. Yardley is a freshman at RMWC. Her permanent residence is 1235 Samar Road, Cocoa Beach, Florida 32931.

11. Pursuant to Virginia Code Section 8.01-267.5, Plaintiffs' claims should be joined because they involve common issues of fact and arise out of the same occurrence, and otherwise meet the requirements of Virginia's Multiple Claims Litigation Act. *See* Va. Code §8.01-267.1 *et seq.*

12. Those Plaintiffs who are juniors entered RMWC in the Fall of 2004. The Plaintiff who is a sophomore entered RMWC in the Fall of 2005. Those Plaintiffs who are freshmen entered RMWC in the Fall of 2006.

13. Plaintiffs chose RMWC specifically in order to obtain a four-year liberal arts college degree from RMWC in a single-sex environment.

14. In deciding to attend RMWC, Plaintiffs reasonably relied on statements made by Defendant both orally and in writing (through official publications, such as admissions promotional materials and brochures) and upon the history and reputation of RMWC, with respect to the unique benefits of attending and graduating from a woman's liberal arts college.

15. All of those communications promoted the traditions and community of RMWC - - which has been in existence for 115 years - - as a woman's liberal arts college.

16. Many RMWC publications (i) tout the advantages of single-sex education contrasted with the coeducational option and (ii) emphasize that women are more likely to pursue graduate-level education, and otherwise become leaders in their post-college professions if they attend a college where only women are degree candidates.

17. One publication states, "Graduates of women's colleges consistently outperform women who chose coeducational schools." RMWC View Book, 2003, at 5.

18. RMWC routinely distributed an informational book from the Women's College Coalition ("WCC") along with its official school materials. The WCC is an association whose primary mission is the education and advancement of women, and which promotes the policies behind all-women's higher education.

19. The introduction to the 2005-2007 Academic Catalog states, "Last, and most important, Randolph-Macon Woman's College **offers an education fully and completely directed toward women.** In a time of increasing opportunities for women, it is essential that the

undergraduate years help the student build confidence, establish identity, and explore opportunities for careers and for service to the society that awaits her.” RMWC 2005 – 2007 Academic Catalog, at 8 (emphasis added).

20. The RMWC Academic Catalog also asserts, “**The liberal arts curriculum** at R-MWC provides the student with excellent preparation for a variety of careers.” *Id.* at 41 (emphasis added).

21. As to its honor code, RMWC proclaims: “By signing the Honor Pledge, you enter into a community whose core values are integrity, civility, and perhaps most importantly, trust. **That sense of trust, honor and personal responsibility influences every aspect of your behavior – and ours.**” RMWC View Book, 2006, at 4 (emphasis added). This unequivocal declaration reinforced Plaintiffs’ confidence that they could believe and rely upon the representations and promises made to them by RMWC.

22. None of the official RMWC materials (even those distributed to **current** freshmen) and no oral communication indicated that RMWC was contemplating the transition to a new “global honors” curriculum and coeducation.

23. RMWC admissions counselors did not inform prospective students of the possibility that the school would be transitioning at any time to “global honors” coeducation.

24. RMWC admissions counselors certainly did not inform prospective students of the possibility that RMWC would be transitioning to coeducation as soon as the Fall of 2007.

25. Plaintiffs reasonably expected to graduate from an all-women’s institution upon the satisfactory completion of their liberal arts degree requirements.

26. However, on information and belief, Defendant seriously considered coeducation as early as the Fall of 2005.

27. In August 2006, Defendant announced that on September 9, 2006, its Board of Trustees (“Board”) would be voting on a “Strategic Plan,” which included, among other things, the transition to coeducation, and from a liberal arts program to a new curriculum identified only as “global honors.”

28. The Board is the governing body for RMWC.

29. Plaintiffs and most other RMWC constituencies, including alumnae, first learned of the likelihood that RMWC would become coeducational in August 2006.

30. Despite major protests, offers of innovative alternatives, and increased financial support from various RMWC constituencies, the Board voted to approve the Strategic Plan on September 9, 2006. The Board promptly announced that RMWC would (i) transition from a liberal arts college to “global honors,” (ii) admit men in the Fall of 2007 and (iii) begin active recruiting of men almost immediately.

31. The concept of “global honors” was not defined by the Board, the RMWC faculty, or any other party before the Board voted to approve the Strategic Plan.

32. To date, “global honors” has not been defined by either the Board or the RMWC faculty.

33. The Strategic Plan as voted on by the Board on September 9, 2006, specifically states that:

The President of the College and the President of the Board will appoint six working groups, each with a specific charge related to one of the six goals. Working group members will include members of the Board, faculty, staff, students, and alumnae. The faculty will be chosen in consultation with the Faculty Representative Committee. Where needed, external expertise will be utilized. The many studies, reports, and suggestions that College constituents have offered during the planning process will be valuable resources for the implementation of the working groups.

Each working group's charge will include developing specific approaches for implementing its aspect of the plan, identifying

necessary resources, and establishing methods for measuring success. The chair of each working group will be a member of the implementation steering committee, which will be co-chaired by the President of the College and the President of the Board. Their reports will be presented in early 2007, and some groups' work will carry on well beyond.

The first coeducational class will enter in 2007-08, and the new curricular changes will begin to emerge the same year.

34. Accordingly, pursuant to its own terms, the Strategic Plan as voted on by the Board did not clearly identify the components of the "global honors" curriculum plan, and in fact admitted that the concept of "global honors" would not be defined until after the Strategic Plan was implemented.

35. Upon information and belief, a significant number of faculty members are opposed to the undefined concept of "global honors."

36. Upon information and belief, a significant number of faculty members expressed a vote of no confidence in the concept of "global honors" in an informal faculty meeting on September 29, 2006.

37. The Board voted to adopt a Strategic Plan that provides no guidance or information about the "global honors" curriculum plan to which RMWC will subject the Plaintiffs during the remainder of their tenure at RMWC.

38. When Plaintiffs accepted RMWC's offers of admission, paid tuition and other fees, and registered for classes, a contract was formed between them and the school, which, *inter alia*, included the promise, both express and implied, that if Plaintiffs paid the tuition and fees and enrolled at RMWC, they would receive a four-year liberal arts education at a women's college.

39. Plaintiffs also reasonably expected that their RMWC education would conform to the curriculum plan as advertised in the college catalogue and other promotional materials upon which Plaintiffs relied when choosing RMWC.

40. Additional terms of the contracts are within the various official RMWC publications, including promotional materials, the honor code, the student handbook, the academic catalog, correspondence between RMWC and the students, and the college's policies and regulations, some of which are cited in paragraphs 17-21.

41. If Plaintiffs had known that RMWC would soon be admitting men, or that the school's reputed liberal arts curriculum was about to change to an ill-defined "global honors" system, they would have obtained their education elsewhere or initiated the transfer process much earlier in their tenure at RMWC, so as to ensure that Plaintiffs would attend the all-women's liberal arts school of their choice for all four years, or for as long as possible prior to graduation.

42. If Defendant is allowed to implement the transition to coeducation, it will prevent Plaintiffs from obtaining what was offered and accepted during contract formation: "an education fully and completely directed toward women."

43. Instead, the Plaintiffs will be forced to attend a school that is materially different than the one in which they enrolled, or transfer to another college.

44. Resources that should be devoted to maintaining and improving the all-women's liberal arts institution will be diverted to projects necessary to allow men to attend and to transition to a "global honors" curriculum.

45. By voting to adopt the Strategic Plan on September 9, Defendant has anticipatorily breached the contracts it has with Plaintiffs, in which it promised to provide a four-year liberal arts college education in an all-women's atmosphere, in exchange for Plaintiffs' payment of room and board, tuition, and fees, compliance with the school's behavior rules, and academic good-standing.

46. The Plaintiffs now suffer and will continue to suffer as a result of the plans for transitioning to a coeducational institution with a “global honors” curriculum.

47. Monetary damages will not compensate the Plaintiffs for the particular harm they are experiencing. Therefore there is no adequate remedy at law because:

a. Plaintiffs will be denied the benefit of their bargain under contract with RMWC: a four-year liberal arts college education in a women’s college;

b. Plaintiffs will be forced to transfer - - if possible - - to a separate institution that offers single-sex education to obtain the benefit of their bargain under their contracts with RMWC. A transferring student usually spends an additional semester or even an extra year in college, due to the new school’s residency requirements and the fact that not all of their RMWC credits will be accepted;

c. Since August 2006, the students’ academic, social and personal lives have been disrupted by the disorder created on campus by Defendant’s actions and will continue to suffer throughout the implementation of the Strategic Plan;

d. Plaintiffs’ performance in the classroom is and will be adversely affected by the continuing uncertainty regarding the form that this new institution will take;

e. Plaintiffs will not graduate from the college in which they enrolled;

f. If they transfer, the Plaintiffs will lose the close relationships they have built with Professors and other students. In addition to their invaluable personal worth, such relationships and contacts lead to immeasurable future employment opportunities; and

g. Plaintiffs have and will continue to suffer from the distractions caused by the effort required to protest and bring this litigation to obtain relief from RMWC’s anticipatory breach of its contracts with the Plaintiffs.

48. In addition to the aforementioned ongoing and irreparable injuries to Plaintiffs, there are several unique aspects of RMWC which Plaintiffs will potentially lose, either because of the Defendant's actions or Plaintiffs' transfer, causing further harm that cannot be compensated at law, including but not limited to:

a. Upon information and belief, RMWC's property in Reading, England may be sold to help fund the school's transition to coeducation and a "global honors" curriculum;

b. Upon information and belief, RMWC's Riding Center property in Virginia may be sold to help fund the school's transition to coeducation and a "global honors" curriculum;

c. Upon information and belief, some or all of the priceless artwork housed in RMWC's Maier Museum may be sold or placed at risk to help fund the school's transition to coeducation and a "global honors" curriculum.

49. The totality of the circumstances of this case and the Defendant's anticipatory breach of contract justify the award of an injunction to Plaintiffs, enjoining further implementation of the Strategic Plan for at least three years, until those Plaintiffs who are presently freshmen graduate from RMWC in 2010, so that Plaintiffs can receive the benefit of the contract for which they bargained.

WHEREFORE Plaintiffs request that the court exercise its equitable powers and enjoin any further action to implement the Strategic Plan which the Board voted to adopt on September 9, 2006, including any actions to transition toward coeducation and a "global honors" curriculum, and do so on an expedited basis. Specifically, Plaintiffs respectfully request that this Court enter an Order:

1. Finding that the Defendant's action, in voting through its Board to approve the Strategic Plan, is an anticipatory breach of its contract with Plaintiffs; and

2. Enjoining the Defendant from implementing any transition to coeducation or a “global honors” curriculum until the Fall of 2010, thus allowing Plaintiffs to obtain the benefits of the contract they entered with Defendants.

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WHITTLE, REBEKAH LYNN PAULI, and  
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