

IN THE CIRCUIT COURT OF THE COUNTY OF SAINT LOUIS
STATE OF MISSOURI

DAD DOE, MOM DOE, and DAUGHTER)
DOE,)
)
Plaintiffs,)

Cause No.

vs.)

Division

VILLA DUCHESNE,)
)
Serve at:)
SPRA Corp.)
120 S. Central, Suite 1600)
Clayton, MO 63105)

MICHAEL BABER,)
)
Serve at:)
801 South Spoede Road)
St. Louis, MO 63131)

JEANNIE STEENBERGE,)
)
Serve at:)
801 South Spoede Road)
St. Louis, MO 63131)

MESHO MORROW,)
)
Serve at:)
801 South Spoede Road)
St. Louis, MO 63131)

THERESA WISS,)
)
Serve at:)
801 South Spoede Road)
St. Louis, MO 63131)

EMILY KAPLAN,)
)
Serve at:)
801 South Spoede Road)
St. Louis, MO 63131)

Defendants.)
)

PETITION

COME NOW Plaintiffs Dad Doe, Mom Doe, and Daughter Doe by, and through their undersigned counsel of record, and for their causes of action against the above-referenced Defendants would state as follows:

PRELIMINARY STATEMENT

Villa Duchesne, an elite college preparatory girls Catholic high school, engages in overt and intentional racial discrimination against its Caucasian students including Daughter herein by encouraging and facilitating race-based aggression against her promulgated by African American fellow students and through the use of coercion, intimidation, and threats by faculty and administrators to attempt to force Daughter to adopt or espouse the political philosophies of Critical Race Theory, including but not limited to attempts to indoctrinate Daughter into the concept that all Caucasians are racists by virtue of being Caucasian and that African American students should be free from discipline regardless of their behavior. That such acts on the part of Defendants were done intentionally to try to enforce Daughter’s conformity with the political philosophy of Critical Race Theory and acknowledge her own “racism” by knowingly and recklessly subjecting Daughter to verbal attacks and physical threats, social ostracism, false imprisonment, permanent damage to her reputation, and severe and continuing emotional and psychiatric injury.

FACTS COMMON TO ALL COUNTS

1. Dad Doe (hereinafter “Dad”) and Mom Doe (hereinafter “Mom”) are adult residents of St. Louis County, Missouri and at all times relevant hereto have been the natural parents of Daughter Doe (hereinafter “Daughter”).

2. Daughter is the natural child of Dad and Mom, and at all times relevant to this action has been a student enrolled in her senior year at Villa Duchesne.

3. That at all times relevant hereto, Villa Duchesne has been an exclusive college preparatory girls Catholic high school and is a corporation organized under the laws of the State of Missouri operating, amongst other things, a private educational institution offering education to the general public for a fee for grades 7-12.

4. That at all times relevant hereto, Michael Baber (hereinafter “Baber”) was the “Head of School” at Villa Duchesne.

5. That at all times relevant hereto, Jeannie Steenberge (hereinafter “Steenberge”) has been the principal of Villa Duchesne grades 7-12.

6. That at all times relevant hereto, Mesho Morrow (hereinafter “Morrow”) has been the basketball coach for Villa Duchesne, and more recently, has obtained the title of “Dean of Student Excellence”.

7. That at all times relevant hereto, Theresa Wiss (hereinafter “Wiss”) has been a faculty member of Villa Duchesne.

8. That at all times relevant hereto, Emily Kaplan (hereinafter “Kaplan”) has been a faculty member of Villa Duchesne and has obtained the title “Dean of Student Life”.

9. That, as a prerequisite to attending Villa Duchesne as a student, Villa Duchesne requires that the parents of students execute an adhesion Contract in the form attached hereto as Exhibit 1, which Contract incorporates by reference and specifically adopts the “Student-Parent Handbook” (both hereinafter referred to as the “Contract”) published by Villa Duchesne.

10. That, in connection with enrolling Daughter for her senior year at Villa Duchesne, Mom and Dad executed a copy of the Contract, and have paid all the fees and costs associated

with such Contract and otherwise are in full compliance with and performed all the terms and conditions imposed upon them by such Contract.

11. That Daughter has passed her 18th birthday and is therefore an adult and competent to pursue this action on her own behalf and is an intended beneficiary of the Contract.

12. That pursuant to the terms of the Contract, the administration of Villa Duchesne obligates itself to provide each student with:

- A safe, supportive environment for learning which encourages you to ask questions and work both independently and collaboratively to achieve your full academic potential
- Teachers who are committed to your academic, spiritual, personal, and social growth

* * *

- Clear explanations of the School's expectations for your behavior and the reasonable consequences for infractions
- Respect for your ideas from other members of the school community, both students and adults.

13. The Contract further provides that students at Villa Duchesne will be contractually obligated to ensure their:

- Arrival at school, on time and in uniform, prepared to learn and to follow school rules with intelligence, grace, and maturity

* * *

- Treatment of all students with love and respect, by allowing for the spirit of the *Goals and Criteria* to shape your relationships

* * *

- Development of your abilities to make reasonable decisions and be accountable for your own actions

14. In addition, pursuant to the terms of the Contract, Villa Duchesne agreed to provide parents of students at Villa Duchesne:

- Maintenance of a safe, orderly and welcoming environment for your children, with immediate and vigorous response to any reports of possible danger
- The ability to hold conferences with teachers, when necessary, to discuss concerns, needs, follow-up plans, and options

15. Further, pursuant to the Contract, Villa Duchesne obligated itself to “provide a safe learning environment for all members of the school community.” It further states “violence hampers development and successful learning” such that pursuant to the Contract, Villa Duchesne has declared that “violence is not tolerated” and further that:

Violence consists of words, gestures, and actions that result in or have the potential to result in hurt, fear, or injury. Violence includes verbal or physical assault, bullying, threats of injury, harassment, possession and/or use of a weapon, and theft or vandalism of property.

16. With regard to violence, Villa Duchesne has contractually obligated itself to “develop and implement strategies to prevent violence and to address situations resulting from violence” and further “implement effective supervision and security procedures”. In addition, the Contract provides:

The School shall address all reported or observed instances of violence and threats of violence in a timely, serious, and appropriate manner according to the requirements of state and local laws and accepted educational practice. The School will give paramount consideration to the safety of students, faculty, and staff when making decisions regarding the discipline of persons who may violate this policy.

17. Pursuant to the Contract, Villa Duchesne:

welcomes students of any race, color, national or ethnic origin, and faith, affords to all students the same rights, privileges, programs and activities. The school does not discriminate on any of these bases in the administration of its policies, admissions policies, scholarships, and athletics and other school administered programs.

18. Pursuant to the Contract, Villa Duchesne promises that:

In all matters relating to the discipline in and conduct of this School and its students, teachers and other employees shall maintain discipline in the School (including School grounds owned or leased by the Board of Trustees and used for school purposes and activities) and off-campus, school-sponsored activities.

* * *

The School supports all laws of the state, and if the School has reasonable belief or suspicion of any criminal activity, it will be reported to authorities.

19. Under the heading of “Consequences for Violation of Community Standards” the Contract describes discipline under the categories of “Detention” “Full-Day Detention” “Suspension” and “Disciplinary Probation.”

20. After reciting the above categories of discipline under a subheading of “Serious Violations of Community Standards”, the Contract provides that “Offenses listed here as well as those in the previous Ethical and Responsible Use of Technology, Violence, and Alcohol and Drugs sections are considered sufficiently serious that compensatory disciplinary measures beyond those described already may be instituted”. Included under the list of “Serious Violations of Community Standards” are “Lying”, “Bigotry” and “Internet Abuse”.

21. That on or about October 10, 2020, Daughter was informed by a fellow student, that one of the three African American students in her class (hereafter “A.S.”) stated that Daughter

had stood up in class, pointed in the face of the African American student A.S., stared her in the eyes, and said “Black Lives Do NOT Matter!”

22. That as the result of such statement declared by A.S., numerous students at Villa Duchesne began to call Daughter a racist and various fellow students made threats of personal and bodily injury against Daughter to “teach her a lesson” because she was “such a racist”.

23. That subsequent to the statements of A.S., a second African American student (“J.M.”), made threats of physical violence against Daughter including that she “needs to get smacked in the face” and that they were “gonna jump her in the parking lot”.

24. That at the time and place that A.S. alleged that Daughter had made the comment “Black Lives Do NOT Matter”, the class was video recorded and the class was attended by Defendant Wiss, a member of the faculty of Villa Duchesne as well as other students.

25. Daughter never made such statement or any racial statement whatsoever, which was demonstrated on the video of the class and Wiss, who was present throughout such class, was fully aware thereof and also knew that A.S., in accusing Daughter of such statement was, in fact, lying and defaming Daughter’s reputation.

26. Thereafter, being subject to enormous social ridicule and threats of personal violence, Daughter e-mailed Steenberge to report the false accusation and the threats, without response.

27. Daughter met with Steenberge on October 13, 2020 and further reported to Steenberge the racially charged lie that A.S. had made against her, that threats of personal violence had been made against her, that there had been threats of vandalism against her home, and that her home had, in fact, been vandalized as the result of the false accusations made against her by A.S.

28. That on that same day, a meeting was set up for Daughter, Wiss (the faculty member who knew that the alleged racist comment had not occurred), along with A.S., and Steenberge.

29. Immediately prior to the commencement of such meeting, Daughter overheard A.S. and J.M. (another African American student) speaking in the stairwell and J.M. asked A.S. if she wanted her to come into the meeting and “face that bitch with you?”

30. That during the course of such meeting, A.S. was permitted by Wiss and Steenberge to be present, wherein A.S. called Daughter a liar, and denied that she, A.S., had ever made any statements about Daughter. A.S. then contradicted herself and admitted that she did, in fact tell people Daughter said “Black Lives do NOT Matter!” and further proceeded to call Daughter a “racist”, “the biggest known racist in the school”, declared that she was “in love with Trump”, that her “screensaver, socks, poster are all Trump” and that “everyone knows that ALL Trump supporters are racist.”

31. That during this interchange, A.S. was screaming at Daughter, pointing her finger in Daughter’s face, and acting aggressively and violently, all which behavior was acquiesced in by Wiss and Steenberge, making them complicit in the defamation of Daughter.

32. A.S. was then permitted to scream into the face of Daughter alleging that an purported “Blue Lives Matter” sticker on Daughter’s computer was further evidence of Daughter’s racism and alleged that the mere fact that Daughter had that sticker was “devaluing her life and the lives of J.M.” and a third African American student at Villa.

33. In the course of such meeting, Wiss stated to Daughter “you need to realize that having a Blue Lives Matter flag [in reality a thin blue line flag] is racist and that it was made to crush the BLM movement. Simply having that sticker, you should expect to be treated like a racist.” Wiss further stated to Daughter that she, Daughter, could “never understand the pain of

people of color” and that Daughter needed to “accept that fact.” Wiss then asked A.S. if she would feel more comfortable if Daughter took the sticker off of her laptop and A.S. responded that that would not help and that Daughter “is still a racist and we all know it”.

34. Despite her knowledge that the alleged racist comment was never made by Daughter, Wiss failed to acknowledge the truth during this meeting, that the comment was never made, never corrected A.S., and never restrained or chastised A.S. from violently and threateningly screaming at and gesturing at Daughter during such meeting.

35. That Steenberge, during the course of such meeting, although being fully aware that the accusation made by A.S. against Daughter was, in fact false, and constituted a lie, similarly never challenged A.S., corrected A.S., or interfered with A.S.’s verbal and physical assault upon Daughter.

36. This onslaught of verbal abuse and threats continued for approximately sixty minutes.

37. That on October 23, 2020, Daughter was removed from class and told to go to the principal’s office. Daughter was instructed to proceed immediately and that she could not bring anything with her (including her cell phone).

38. Present at that meeting were Steenberge, Morrow, and Kaplan.

39. That the meeting was called, held, and proceeded with the knowledge, consent and encouragement of Baber. Despite the knowledge of serious violations of School regulations, vandalism, and a Hate Crime that occurred on his campus, the Head of School of Villa Duchesne never returned calls of Father, attended any meetings or appeared to place any importance whatsoever on the safety of Daughter, her reputation, her psychological distress, or his obligations according to the Contract.

40. Steenberge started the meeting with the statement that “we got a letter from your lawyer and I had no idea there was any physical threat to your safety”.

41. This statement was false in that the threats of physical violence had been made well known to Steenberge including the first e-mail to her from Daughter as well as statements made by Daughter to Steenberge on October 13, 2020 and a phone call from Dad to Steenberge.

42. From the outset of such meeting, and several times throughout, Daughter requested the opportunity to phone her mother, and was not allowed to do so.

43. Daughter additionally requested that she be allowed to contact counsel and was not allowed to do so.

44. That during such meeting, Steenberge stated to Daughter that she was, in fact, a racist, that everyone who is white is a racist, and that “we are all racists, we are white”.

45. Such October 23, 2020 meeting was primarily directed by Morrow, who in a loud and angry manner, and with repeated threatening “karate chopping” hand gestures towards Daughter, demanded that Daughter declare that she “felt safe”, that the students who were witnesses to the false accusations, and witnesses to the falseness of the accusation, and witnesses to the physical threats were in fact “lying” and that Daughter was “over this” and that it was “all in her head”.

46. Morrow further attempted to coerce Daughter into stating that her “Dad is putting [her] up to this”.

47. As the session progressed, and as Daughter refused to be coerced into “admitting” falsehoods, Morrow became more and more aggressive, threatening, and intense.

48. Morrow, who is an African American woman who physically displays BLM support materials at Villa Duchesne, stated that Villa Duchesne would not be issuing any discipline or

punishment to A.S. or J.M. even though both had made repeated physical threats against Daughter and A.S. had told a bigoted lie about Daughter and even posted defamatory racial statements against Daughter on social media.

49. That Morrow and Steenberge stated that they had spoken to other student witnesses, and expressly disparaged the character and reputation for veracity of a fellow student. This student, who was publicly maligned by Morrow and Steenberge and called a liar in front of Daughter, merely acknowledged the false statements made by A.S., which A.S. had acknowledged making and verified that she did indeed hear A.S. and J.M. physically threaten Daughter.

50. During this event, Daughter was held against her will, denied the opportunity to speak with her parents, denied the opportunity to be represented by counsel, and denied the opportunity or freedom to leave, while being verbally abused, coerced, and intimidated by Morrow with the acquiescence of Steenberge.

51. Also present during this meeting was Kaplan, who frequently displays BLM promotional material, who did not participate in the conversation but was typing into a laptop throughout the confrontation.

52. Kaplan volunteered on more than one occasion that she was not in fact taking notes of the interrogation, but rather, was working on another matter. However, Kaplan was, in fact, lying and was taking purported minutes of this event.

53. Subsequent to that session and in the ensuing days and weeks, Daughter continued being confronted and notified by numerous other students of further threats by A.S., including, but not limited to, being told statements by A.S. that “I told my Mom I’m ready to get expelled, I’m gonna throw hands on this bitch” while smacking her own fist in her other hand, as well as

“that bitch needs to get punched in the face”, “she needs to be beaten up” and “I’m sick of that racist bitch - we need to end her”.

54. That as of the time of this filing, despite being armed with the actual knowledge that the statements attributed to Daughter by A.S. were, in fact, never made by Daughter, and that they were the fabrication of A.S., the school has not performed any meaningful investigation of the lying perpetrated by A.S., her false accusations against Daughter, her threats of violence and lies against Daughter, the vandalism perpetrated against Daughter’s home, or the threats of violence made against Daughter by other members of her class, including by the other two African American students in her grade.

55. That A.S. is permitted to make repeated outbursts in class, storm out of classes, make racist and threatening comments, all without discipline and proudly proclaims “I’m not gonna get in trouble, I’m black”.

56. Such disparate and discriminatory enforcement of discipline and lack thereof reflects the established policy of Villa Duchesne as created and promulgated by Baber, Steenberge, Wiss, and Morrow.

57. That Daughter was subjected to what is clearly defined by the Contract as violence, being the verbal abuse, threats, and threatening gestures of not just A.S. and J.M., but of Morrow in her official capacity as “Dean of Student Excellence” just for having reported the bigoted lie made against Daughter by A.S. and the physical threats made by A.S. and J.M.

58. That administrators display BLM insignia on campus, in full view, while Daughter was told that she was a racist for displaying an inaccurately described “Blue Lives Matter” sticker on her laptop.

COUNT I

COME NOW Dad, Mom, and Daughter, and for Count I of their Petition against Defendant Villa Duchesne would state as follows:

59. Plaintiffs repeat and reallege the material allegations of Paragraphs 1-58 hereinabove and incorporate the same herein by reference for all purposes.

60. That pursuant to the terms and conditions of the contractual relationship between Dad and Mom and Daughter (as an intended beneficiary thereof) on the one hand and Villa Duchesne on the other, Villa Duchesne promised to provide Daughter with “a safe, supportive environment for learning”, “respect for [Daughter’s] ideas” and “the same rights, privileges, programs, and activities” as students of “any race, color, national origin or ethnic origin”. Pursuant to the Contract, Villa Duchesne further agreed to “not discriminate on any of these bases” in the administration of its “policies, admissions policies, scholarships, and athletic or other school administered programs”.

61. In breach of such Contractual obligations, Villa Duchesne regularly and routinely discriminates against Caucasian students, specifically Daughter, in enforcing the code of discipline and conduct differently as compared to African American students, specifically A.S. and J.M.

62. That pursuant to the Contract, Villa Duchesne obligated itself to maintain “a safe, orderly, and welcoming environment for [Daughter], with immediate and vigorous response to any reports of possible danger.”

63. That in breach of such contractual obligation, Villa Duchesne wholly failed to provide a safe, orderly, and welcoming environment for Daughter, and failed to immediately and vigorously respond to reports of possible danger.

64. In fact, when expressly informed of verbal and physical threats against Daughter, Villa Duchesne took no action whatsoever to investigate the legitimacy of such threats, did not conduct an appropriate investigation into the origin of such threats, the source of such threats, the nature of such threats, or take any action to protect Daughter from such threats, emotional abuse, and damage to her reputation.

65. In fact, Villa Duchesne's response to the report by Daughter of such threat was to subject Daughter to further violence, verbal assault, and intimidation at the hands of A.S. and others in the presence of administrators and faculty, and further subjected Daughter to threats, assault, coercion, and intimidation by members of the administration of Villa Duchesne itself for no legitimate educational or scholastic reason, but merely to coerce Plaintiffs into accepting, or purporting to accept, the political doctrine and dogma of Critical Race Theory.

66. That as a direct and proximate result of the above-referenced breaches of contract, Dad and Mom have been denied the value of the educational opportunity purchased from Defendant Villa Duchesne, have been forced to incur attorney's fees and costs in connection with attempting to mitigate their damages, and have incurred the reasonable and necessary costs of counseling and cure for the injuries suffered by Daughter as the result thereof.

67. That as a direct and proximate result of the above-referenced breaches of contract, Daughter, as an intended beneficiary of such contractual relationship, has suffered extreme and irreparable social, emotional, and psychiatric injury, has suffered ongoing threats of physical harm, has witnessed vandalism to her home, has undergone counseling and other remedial treatment for the emotional distress she experienced, has lost faith in the educational system, in the integrity of her school, in the word of her administrators, and can no longer feel safe,

welcomed, or a part of the school community where she has been a faithful and supportive student for five years.

68. That the above-referenced contractual obligations of Villa Duchesne are unrelated to any religious, sectarian, or ecclesiastic purpose, and as stated in their contract, the school is subject to the laws of the state and are therefore subject to the adjudication of this Court in a completely objective and secular manner.

WHEREFORE, for the foregoing reasons, Plaintiffs respectfully pray for judgment in their favor and against Villa Duchesne, Baber, Steenberge, Morrow, Wiss, and Kaplan in such amount as is fair and reasonable and in excess of the jurisdictional minimums of this Court for breach of contract and for the direct and consequential damages flowing therefrom as hereinabove described, together with costs of Court, pre and post judgment interest, and such other and further relief as this Court deems just and proper.

COUNT II

COMES NOW Daughter and for Count II of her Petition against all Defendants would state as follows:

69. Daughter repeats and realleges the material allegations of paragraphs 1-68 hereinabove and incorporates the same herein by reference for all purposes.

70. That on October 13, 2020, Villa Duchesne, by and through its employees, agents, administrators and assigns including Steenberge and Wiss, permitted, encouraged, and promoted A.S.'s verbal and physical assault upon Daughter in the presence of Steenberge and Wiss, despite actual knowledge that A.S. had threatened physical violence against Daughter, and with actual knowledge that the alleged racial comment of Daughter never, in fact, took place, but was rather a complete fabrication of A.S..

71. Additionally, on October 13, 2020, Villa Duchesne, by and through Steenberge and Wiss, knowingly and intentionally denigrated, insulted, and demeaned Daughter by accusing her of being a racist, merely because of her race, i.e Caucasian. Despite permitting students and faculty to wear BLM (Black Lives Matter) insignia on campus, Daughter was told that she was, in fact, a racist for having what was inaccurately perceived to be a “Blue Lives Matter” sticker on her laptop.

72. That throughout this session on October 13, 2020, Villa Duchesne, by and through Steenberge and Wiss, subjected Daughter to the verbal and physical violence of A.S. for a period of in excess of sixty minutes.

73. That on October 23, 2020, Daughter was removed from her regular scheduled class and ordered into the principal’s office where she was once again with the knowledge and consent of Baber, confronted by Steenberge but now accompanied by Morrow and Kaplan.

74. That on October 23, 2020, Morrow verbally assaulted Daughter, raised her voice, screamed at Daughter, made threatening “karate chopping” hand gestures towards Daughter, and demanded that she agree with Morrow that Daughter “felt safe”, demanded that Daughter agree that Daughter’s supporting witness was “lying”, that Daughter had gotten over her emotional distress over the previous events, that her emotional distress was the result of something that was “all in her head” and, further, that Daughter’s father was “putting [Daughter] up to this”.

75. That when Daughter refused to be intimidated into the above-referenced statements, Morrow became more verbally and physically aggressive, attempting repeatedly to coerce, intimidate, and frighten Daughter into agreeing to a false narrative to the benefit of Villa Duchesne.

76. That on October 23, 2020, Steenberge demanded that Daughter recognize that she, Daughter, was, in fact, a racist by virtue of being a Caucasian.

77. Additionally, on October 23, 2020, Morrow aggressively and in a threatening manner attempted to extract from Daughter the identity of other witnesses to A.S. and J.M.'s threats against Daughter and lies regarding Daughter.

78. That on October 23, 2020, Kaplan volunteered to Daughter on more than one occasion that despite the fact that Kaplan was typing constantly into a laptop while in the room, that she, Kaplan, was not taking notes of this meeting, but was rather working on some other project.

79. That in fact, Kaplan was lying, and was, in fact, typing purported minutes of such meeting, which minutes are patently biased, false, misleading, riddled with error, and omit the vast majority of the intimidation, coercion, and threats made against Daughter by Morrow and Steenberge during such confrontation.

80. That as a direct and proximate result of the above-referenced intentional tortious acts on the part of Villa Duchesne by and through Baber, Steenberge, Morrow, Wiss, and Kaplan, Daughter suffered and continues to suffer from the heinous racial assaults, extreme emotional and psychiatric distress, social stigmatism, social isolation, damage to her reputation, damage to her scholastic career, damage to her interpersonal relationships, damage to her personal reputation and integrity, and severe and ongoing fear of physical violence both at school and in her personal life.

81. That additionally, Daughter will incur the actual cost for counseling, attorney's fees, and other costs associated with attempting to mitigate her damages, by and through attempting to obtain the cooperation of Villa Duchesne and to obtain from Villa Duchesne its compliance with

and behavior consistent with its own contractual obligations to provide Daughter with a safe environment and to enforce discipline and the policies and procedures of the school in a non-discriminatory fashion.

82. The above-referenced intentional tortious acts of Defendants Villa Duchesne, Baber, Steenberge, Morrow, Kaplan, and Wiss were done with the specific intent to coerce, intimidate, and threaten Daughter into accepting and acknowledging a racist political ideology commonly referred to as “Critical Race Theory”, unrelated to any scholastic purpose.

83. That the above-referenced intentional tortious acts on the part of these Defendants were done for the sole purpose of modifying, by force if necessary, the political beliefs and/or affiliation of Daughter, and to force her to, at least, espouse overtly racist, anti-American, and anti-democratic political dogma.

84. The above-referenced intentional acts on the part of these Defendants were done knowingly, with the intent to cause emotional and physical harm to the Daughter, to, in fact, coerce, intimidate and frighten Daughter or, at a minimum, were done in conscious disregard for the likelihood of significant and imminent harm to Daughter, thereby subjecting such Defendants to punitive or exemplary damages.

WHEREFORE, for the foregoing reasons, Daughter respectfully prays for judgment in her favor and against Defendants Villa Duchesne, Baber, Steenberge, Morrow, Kaplan, and Wiss, in such amount as is fair and reasonable under the circumstances and in excess of the jurisdictional minimums of this Court together with punitive or exemplary damages in such amount as to in fact be punitive and deter like behavior on the part of these Defendants and others similarly situated in the future, together with costs of Court, pre and post judgment interest, and such other and further relief as this Court deems just and proper.

COUNT III

COME NOW Dad, Mom, and Daughter, and for Count III of their Petition against Defendant Villa Duchesne would state as follows:

85. Plaintiffs repeat and reallege the material allegations of paragraphs 1-84 hereinabove and incorporate the same herein by reference for all purposes.

86. That Villa Duchesne, by and through its employees, agents and assigns, violated the Missouri Merchandise Practices Act (MMPA) R.S.Mo. Section 407.010 et seq.

87. That the Plaintiffs, by entering into the contract with Defendants, purchased merchandise (an education) primarily for personal, family, or household purposes and suffered an ascertainable loss of money as the result of methods and/or practices declared unlawful by R.S.Mo. Section 407.020.

88. Specifically, that Plaintiffs were induced into entering into the Contract on the representations that the Defendants would comply with the terms of the Contract, that they would provide the protections expressly provided for under the terms of the Contract, including the promise to provide a safe and comfortable environment for Daughter to receive her education, the promises in the Contract to treat all students including Daughter in an unbiased and un-prejudiced matter regardless of their race or religion and in its promise to apply discipline and prohibit violence as defined in such Contract equally, in an unbiased manner, regardless of race, or religious affiliation.

89. That Defendant engaged in deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression, and omission of material facts in connection with the sale to the Plaintiffs of the tuition Contract and Parent/Student Handbook in that the

Defendant made the representations contained in the Contract at a time when they knew that they intended to discriminate against students based upon their race, by treating Caucasian students differently than African American students, by subjecting Caucasian students to discipline in a disparate manner than that applied to African American students and with knowledge that the Defendant would attempt to coerce, intimidate and threaten students into certain political propaganda or dogma unrelated to educational purpose.

90. That Plaintiffs have, in fact, suffered actual damages as a result of the fraudulent merchandising practices of the Defendant, not just in the loss of the cost of tuition and expenses contracted for, but in the loss of a meaningful educational experience for Daughter, and for other special and consequential damages suffered by Plaintiffs as hereinabove described.

WHEREFORE, for the foregoing reasons, Plaintiffs respectfully pray for judgment in their favor and against Defendant Villa Duchesne, pursuant to R.S.Mo. 407.025, for actual damages incurred as hereinabove described together with punitive damages, attorney's fees, and such equitable relief as is deemed necessary or proper to protect them from the methods, acts or practices declared unlawful by R.S.Mo. Section 407.020, together with pre and post judgment interest and such other and further relief as this Court deems just and proper.

COUNT IV

COMES NOW Daughter, and for Count IV of her Petition against Defendants Villa Duchesne, Baber, Steenberge, Kaplan, and Morrow would state as follows:

91. Plaintiff repeats and realleges the material allegations of paragraphs 1-90 hereinabove and incorporates the same herein by reference for all purposes.

92. That on or about October 23, 2020, Daughter was removed from her course of normal education by Defendants, told to leave her personal possessions behind, ordered into the

principal's office, for a lengthy session of emotional and physical threat, intimidation and coercion for approximately ninety minutes.

93. That Daughter was not permitted during this session of threat, intimidation, and coercion to contact any outside parties including but not limited to her parents and legal counsel despite the fact that the above-described Defendants were aware that Daughter was, in fact, represented by counsel.

94. That daughter was held against her will and subjected to the above threat, coercion and intimidation at the hands of the above-referenced Defendants, was not permitted to leave, and was not permitted to contact parents or counsel, all despite Daughter's repeated requests to be permitted to so do.

95. That this restraint and threat, coercion and intimidation of Daughter was not even pretextually in the form of or for the purposes of discipline, was not in response to any even alleged violation of code of conduct or ethics or any alleged violation of the Student-Parent Handbook by Daughter, but was specifically designed to coerce, intimidate, and threaten Daughter into adopting a specific political doctrine and/or to coerce, intimidate and threaten Daughter into making statements to the benefit of Defendant Villa Duchesne contrary to the interests of Daughter.

96. That such behavior on the part of these Defendants constitutes false imprisonment in that they acted with the intent to confine Daughter within the principal's office against her will, to her detriment and damage.

97. That as a direct and proximate result of the above-referenced false imprisonment, Daughter has suffered extreme and irreparable social, emotional, and psychiatric injury, has suffered ongoing threats of physical harm, has witnessed vandalism to her home, has undergone

counseling and other remedial treatment for the emotional distress she experienced, has lost faith in the educational system, in the integrity of her school, in the word of her administrators, and she no longer feels safe, welcomed, or a part of the school community where she has been a faithful and supportive student for five years.

98. That as a direct and proximate result of the above-referenced false imprisonment Daughter suffered and continues to suffer from extreme emotional and psychiatric distress, social stigmatism, social isolation, damage to her reputation, her family name, damage to her scholastic career, damage to her interpersonal relationships, damage to her personal reputation and integrity, and severe and ongoing fear of physical violence both at school and in her personal life.

WHEREFORE, for the foregoing reasons, Daughter respectfully prays for judgment in her favor and against Defendants Villa Duchesne, Baber, Steenberge, Morrow, and Kaplan, in such amount as is fair and reasonable under the circumstances and in excess of the jurisdictional minimums of this Court together with punitive or exemplary damages in such amount as to in fact be punitive and deter like behavior on the part of these Defendants and others similarly situated in the future, together with costs of Court, pre and post judgment interest, and such other and further relief as this Court deems just and proper.

COUNT V

COME NOW Plaintiffs, and for Count V of their Petition against Defendant Villa Duchesne, Baber, Steenberge, Morrow, Kaplan, and Wiss would state as follows:

99. Plaintiffs repeat and reallege the material allegations of paragraphs 1-98 hereinabove and incorporate the same herein by reference for all purposes.

100. That Article 1 Section 2 of The Constitution of Missouri states “that all persons are created equal and are entitled to equal rights and opportunity under the law”.

101. That Defendants, in their intentional and knowing discrimination against the Plaintiffs based on the race of Daughter, and their intentional disparate treatment of Daughter as compared to students of other races, violates the Plaintiffs’ rights guaranteed by The Constitution of the State of Missouri and are therefore wrongful and actionable.

102. Consequently, to the extent that Villa Duchesne accepts any funds or receives any tangible benefit from any state or federal entity or program, its express bias and prejudice against the Plaintiffs would constitute discriminatory state action giving rise to a private cause of action by Plaintiffs.

103. That Plaintiffs have, in fact, sustained actual damages as the result of the discriminatory and unconstitutional practices of the Defendants, as hereinabove described, which damages are ongoing and increasing day by day.

WHEREFORE, for the foregoing reasons, Plaintiffs respectfully pray for judgment in their favor and against the Defendants in such an amount that is fair and reasonable under the circumstances, and in excess of the jurisdictional minimums of this Court, together with such other and further relief, including attorney’s fees and costs of Court, as this Court deems just and proper.

Respectfully submitted,

McCLOSKEY, P.C.

By: /s/ Mark T. McCloskey

Mark T. McCloskey, #36144

Patricia N. McCloskey, #36153

The Niemann Mansion

4472 Lindell Blvd.

St. Louis, Missouri 63108

(314) 721-4000 telephone

(314) 721-3664 facsimile

McCloskeyLaw@aol.com

Attorneys for Plaintiffs