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IN THE CIRCUIT COURT, FOURTH  
JUDICIAL CIRCUIT, IN AND FOR  
DUVAL COUNTY, FLORIDA

JANE DOE,

*Plaintiff,*

v.

FLORIDA COASTAL SCHOOL OF LAW,  
INC., and INFILAW CORPORATION,

*Defendants.*

CASE NO.:

DIVISION:

**COMPLAINT**  
**(Jury Demanded)**

Plaintiff, JANE DOE, sues Defendants FLORIDA COASTAL SCHOOL OF LAW, INC., a limited liability company, and its parent company, INFILAW CORPORATION, and alleges:

**I.**

**JURISDICTION AND VENUE**

1. Venue and jurisdiction are proper in this county because Defendant FLORIDA COASTAL SCHOOL OF LAW, INC. ("FCSL"), owned and operated by Defendant INFILAW CORPORATION ("InfiLaw," and together with FCSL, "Defendants"), is located in Duval County and all relevant actions giving rise to this Complaint occurred in Duval County.

**II.**

**PARTIES**

2. Plaintiff, JANE DOE ("Plaintiff"), is a law student at FCSL and resides in Jacksonville, Florida.

3. Defendant, FCSL, is a for-profit law school registered with the Florida Department of State as a Foreign Profit Corporation with its principal place of business in Jacksonville, Florida.

4. Defendant, INFILAW, is a Delaware corporation with its principal place of business in Naples, Florida, and is the owner of FCSL.

5. At all times material to this Complaint, InfiLaw has owned and controlled FCSL.

### III.

#### FACTS

6. Plaintiff matriculated into FCSL in January 2016. Although unsure of how she would utilize her degree, Plaintiff recognized the value of a legal education and ultimately chose FCSL because she knew she would not be pressured to practice traditional law or be obligated to sit for the Florida bar examination upon graduation.

7. Plaintiff studied diligently and, despite several medical issues and financial difficulties, was on track to graduate in December 2018.

8. At the time she enrolled in FCSL, the graduation requirements outlined in FCSL's Student Handbook made clear that she must complete 90 credit hours with a cumulative 2.0 GPA, complete a number of specified courses, complete an experiential learning requirement and satisfy all financial obligations. Because she complied with those requirements, Plaintiff found no reason to doubt she would graduate.

9. However, halfway through Plaintiff's time at FCSL, the school changed its passing/grading requirements for graduation.

10. In what Plaintiff had hoped would be a calm and seamless final semester, she suddenly found herself forced to enroll in the National Law Survey ("NLS") course, which was the bar examination prep course.

11. Despite having not completed an application nor having paid any fees to sit for the Florida Bar examination, Plaintiff had no choice but to complete the NLS bar prep course and take the final exam if she wished to graduate under FCSL's changed terms.

12. Adding to her stress, FCSL repeatedly changed the grading policy for the NLS course over the course of the semester, making it nearly impossible for students to know what score they needed to achieve on the NLS exams to pass the course.

13. The NLS course is a bar preparation course using materials from a nationally known bar preparation course, and includes a final exam of 200 questions intended to simulate the Multistate Bar Exam ("MBE"). Because it is intended to simulate the MBE, the difficulty, content and format are nearly identical from semester to semester.

14. Nonetheless, FCSL also changed the requirements for passing the NLS course between semesters, resulting in wildly differing passing scores for the course and thus the ability to graduate depending on the semester in which the course was taken.

15. Students who took the course in the spring 2017 were graded based on in class assessments as well as the final exam, on a scale of A-D.

16. Students who took the course in fall 2017 were awarded grades of A-D, and had to achieve 45% or 90 out of 200 on the final exam to receive a C. However, students could score as low as 30-34% and still pass the course with a D.

17. FCSL's Handbook outlines the grading policies of the school. According to the Handbook, courses are graded on an A-D scale, with any grade D or above earning credit. The Handbook mandates a grading distribution for all upper level courses, requiring that 5-15% of students receive a C- or below. This requirement explicitly applied to all courses except several

named skills and writing courses. The NLS course was not exempt from the grading policies outlined in the Handbook.

18. Despite the mandates of the Handbook, students who took the NLS course with Plaintiff were informed that the grading scale for the course would range from A-C based on the percentage of questions answered correctly, and that grades of C-, D+ or D would not be awarded. All grades lower than a C would be failing.

19. The syllabus for the course indicated that students would need to achieve a 60% on the final exam, or 120 out of 200 to achieve a C.

20. Following an expression of concern about the unreasonableness of the passing score, students were informed that they would need to instead score only 50% or 100 out of 200 in order to achieve a C and pass, and that, further, grades above the 50% threshold would not be determined by the number of questions answered correctly, but rather based on a curve relative to the scores of other students. Thus even within the same class, FCSL did not apply grading rules consistently, with some students graded on a curve while others were graded – and failed – strictly based on the number of questions the answered correctly.

21. When Plaintiff and her peers voiced their concerns regarding the inconsistent grading policy in spring 2018, they were told by FCSL that “if they pushed the issue any further, [FCSL] would increase the minimum passing score to 60%.”

22. In the spring 2018 semester, FCSL informed students that after reviewing the ten questions that most students missed all students would receive credit for three questions in the first half of the exam and three questions in the second half, regardless of whether they had been answered correctly.

23. FCSL failed to explain how it determined credit should be granted for six questions and not eight or even all 10. Regardless, other students who failed to get 100 of the 200 questions right were suddenly deemed passing by FCSL while other students, like Plaintiff, were held to the original standard.

24. Further, the spring 2018 night class students were permitted to take the exam in two parts, three hours one evening and three hours the following evening after a full day of break, while Plaintiff and other classmates were required to take the full six hour exam in a single day.

25. Not surprisingly, Plaintiff received less than a perfect score on the exam, a 98 out of 200 or 49%. Nonetheless, such a score would have been passing at a C+ had she taken the course the semester prior and would have been passing if FCSL had adhered to its own grading policies.

26. At the time, Plaintiff had a 2.29 GPA and had completed all graduation requirements in place at the time she enrolled. She was therefore shocked to learn that her grade in the NLS course would permanently affect her ability to graduate, particularly because the students who took the NLS course a semester earlier in spring 2018, who in some cases graduated on the same day as Plaintiff was supposed to, had a much lower bar to meet.

27. In addition to the untimely change in FCSL's graduation requirements, Plaintiff's son was diagnosed with a medical condition in the middle of her final semester of law school. She struggled to afford his medical care and was nearly evicted from her home as the result of her financial struggles.

28. Plaintiff disputed her grade for the NLS course and participated in FCSL's appeal process, restating her medical hardships, family issues, and the undue hardship that would result

from her having to repeat the NLS course and forego the income from employment that her family was depending on.

29. She also applied to have FCSL waive the graduation requirement for the NLS course based on these hardships, but her appeal and waiver request were ultimately denied.

30. At the same time, another student who had also scored a 49% and therefore failed the NLS course in fall 2017 disputed his grade of "F" based on the hardship that having to repeat the NLS course and forgoing income would impose. This student had the advantage of knowing the Veteran's Administration would pick up most of the costs for any further credits and thus even less of a financial hardship that Plaintiff had. The student also had a lower GPA than Plaintiff.

31. FCSL construed his dispute as an application for a waiver of the NLS requirement and granted his waiver, permitting him to graduate with only 89 credits and without having passed the NLS course.

32. No such opportunity was provided for Plaintiff, then over \$300,000 in debt as a result of the program at FCSL. FCSL provided no justification for the difference in treatment.

33. FCSL informed Plaintiff that to receive any aid she would need to retake the NLS course, and enroll at least halftime, or for 7 credits, but that she would not be charged for either the NLS course or the other credits.

34. Plaintiff was therefore alarmed to receive an alert from her credit report that FCSL had applied for and obtained a PLUS, or federal, loan in her name for charges during the spring 2019 semester. Plaintiff never requested or applied for such federal loan, and FCSL never informed her they requested or received federal funds that she would be obligated to repay.

35. Plaintiff was also alarmed to see that FCSL had enrolled her in the Florida Law Survey course for the spring 2019 semester – a course she had already passed. FCSL removed her from that course only after Plaintiff voiced concerns about being enrolled without her knowledge.

36. FCSL's imposition of the NLS course, and its subsequent change in passing scores, came on the heels of the American Bar Association (ABA), FCSL's accrediting body, finding that FCSL was out of compliance with several admissions standards, including (1) Standard 309(b), which outlines standards for academic support that gives students a "reasonable opportunity" to finish school; and (2) Standard 501(b), which requires schools not to admit students who do not appear capable of passing the bar.

37. Pursuant to the ABA's sanctions placed on FCSL, the school was required to develop a compliance plan. However, it is quite clear that FCSL's only "plan" was to weed out students with a low GPA by simply mandating that they take a bar review course and then refusing to award passing grades, thus preventing those students from graduating, and, in turn, causing those students to be unable to sit for the bar exam at all.

38. Under this plan, if FCSL were able to prevent its highest risk students from taking the bar exam, FCSL would be able to artificially inflate its bar passage rate.

#### **IV.**

##### **FIRST CAUSE OF ACTION**

##### ***BREACH OF CONTRACT***

39. Each of the allegations set forth in paragraphs 1 through 38, inclusive, are hereby incorporated by this reference as if realleged fully herein.

40. When Plaintiff enrolled in FCSL and paid tuition, which FCSL accepted, she entered into an express and implied contract with FCSL in connection with rights explicitly guaranteed to her.

41. The terms and conditions of the contract, including the conditions for graduation, are found in FCSL's publications at the time of Plaintiff's enrollment, including the Student Handbook.

42. FCSL's Catalog makes clear that the school is committed to "provid[ing] a program of legal education designed to qualify graduates for admission to the Bar and enable them to participate effectively in the legal profession."

43. The Juris Doctor Program description indicates that "*at graduation*, [students will] be better positioned and more prepared to enter the legal profession." (emphasis added). The Program Learning Outcomes reflect that by entering the program, "students will be able to identify, explain, and apply the law in both core subjects and in the students' own chosen area(s) of interest" and also promises that students will become "law practice ready" and "will be able to perform frequently recurring litigation and transactional tasks, to oversee the financial and managerial requirements of practicing law, and to collaborate with others in performing tasks and reaching solutions."

44. As such, the receipt of a Juris Doctor degree upon three years of legal study in compliance with the program requirements outlined in FCSL's materials and in exchange for payment of tuition, was reasonably within the contemplation of Plaintiff and FCSL at the time both parties entered into their contract.

45. Further the terms of FCSL's Handbook at the time of Plaintiff's enrollment provided that students were required to complete 90 credits with a GPA of 2.0, calculated in



accordance with FCSL's grading policies, and several specified courses. The National Law Survey course was not among those required as a condition of graduation.

46. The Handbook also prescribed the grading policy that will apply to courses, which are then used to calculate the student's GPA and her compliance with graduation requirements. This grading policy in place at the time Plaintiff enrolled and at the time she took the NLS course dictated that students shall be awarded grades of A through D, with at least 5% and no more than 15% of students receiving grades below a C, and will only fail to achieve credit, and thus fail a course, if they receive a grade below a D.

47. Plaintiff met the graduation criteria outlined in FCSL's materials at the time she enrolled, but FCSL failed to award her a Juris Doctor degree.

48. FCSL acted arbitrarily, capriciously, irrationally and in bad faith when it:
- a. imposed a requirement that students take and pass the NLS course to graduate though no such requirement was in place at the time students entered;
  - b. failed to follow its own grading policies and thus the required calculation of student GPAs in grading the NLS course and therefore undermining students' chances of passing;
  - c. repeatedly changing the grading scheme and criteria for the NLS course such that students were subject to differing standard for passing – and thus differing criteria for graduation – from semester to semester and even within the same semester;
  - d. imposed grading changes resulting in Plaintiff being deemed to have failed even though her score would have been sufficient to pass and therefore graduate if she had taken the course the prior semester or if FCSL had followed its own mandated grading policies;
  - e. administered the NLS exam under differing conditions to different classes of students within the same semester, ensuring that students who were required to take the course in a single six hour block were subject to a more demanding standard to pass the course, and thus graduate, than students permitted to take the exam over the course of two days;
  - f. denied Plaintiff's grade appeal and waiver request while granting a request for the same reason for a student with an identical score,

lower GPA, and fewer noted hardships, thereby allowing such student to graduate while denying Plaintiff the same;

- g. imposed new graduation requirements intended to prevent students with lower GPAs from graduating and thus passing the bar, not because they had not met FCSL's graduation requirements but because FCSL wanted to prevent its highest risk students from taking, and potentially failing, the bar exam so that its accrediting body would not see the scores of those students; and
- h. refused to grant Plaintiff a Juris Doctor degree despite the fact that she met all graduation requirements outlined by FCSL's materials in place at her enrollment.

49. As a direct result of FCSL's actions, Plaintiff has suffered substantial financial damages; including, but not limited to, the loss of the benefit of tuition paid and past and future earnings and has been forced to incur attorney's fees and costs to bring this action.

50. WHEREFORE, Plaintiff hereby requests that this Honorable Court enter judgment in her favor, and against the Defendants for breach of contract: (a) ordering Defendants to honor their contract with Plaintiff and award her a Juris Doctor degree; (b) awarding damages to Plaintiff in an amount in excess of \$500,000.00 to cover the costs of her tuition, fees and improperly obtained federal loan, as well as for her loss of past and future earnings and other general and special damages in an amount to be proven at trial; (c) for interest; (d) together with the costs and disbursements of this action and attorneys' fees; and (e) further relief as justice requires.

## SECOND CAUSE OF ACTION

### *NEGLIGENT MISREPRESENTATION*

51. Each of the allegations set forth in paragraphs 1 through 38, inclusive, are hereby incorporated by this reference as if realleged fully herein.

52. In marketing itself to current and prospective students, FCSL claims that "[s]tudent success is of the utmost importance to everyone at the institution, on every level."

53. FCSL knew well in advance of accepting Plaintiff's tuition that the school was in grave danger of losing its accreditation.

54. Rather than focus on student success, however, FCSL instead focused solely on raising its bar examination passage numbers to escape the ABA's sanctions, going so far as to actively prevent students from succeeding and graduating so they could not take the bar exam.

55. FCSL enrolled Plaintiff anticipating that she would likely fail, not succeed, provided her with an insufficient legal education, and then actively prevented her from receiving her law degree despite her completion of FCSL's course of study.

56. FCSL's promised and represented to Plaintiff that it would follow set grading policies and maintain certain graduation requirements to enable her to earn a law degree. Due to the tenuous accreditation status and known possibility of ABA sanctions, FCSL was negligent in making these representations, which Plaintiff believed to be true.

57. FCSL made these promises and representations to Plaintiff intending that she would rely on them when deciding whether to put her life on hold for several years to attend and pay tuition at FCSL.

58. Plaintiff justifiably relied on FCSL's promises when accepting her offer of admission to the school and has since spent hundreds of thousands of dollars on her legal education in tuition paid to FCSL.

59. As a direct result of FCSL's actions, Plaintiff has suffered substantial financial damages; including, but not limited to, the loss of the benefit of tuition paid and past and future earnings and has been forced to incur attorney's fees and costs to bring this action.

60. WHEREFORE, Plaintiff hereby requests that this Honorable Court enter judgment in her favor, and against the Defendants for misrepresentation: (a) ordering Defendants to honor

their contract with Plaintiff and award her a Juris Doctor degree; (b) awarding damages to Plaintiff in an amount in excess of \$500,000.00 to cover the costs of her tuition, fees and improperly obtained federal loan, as well as for her loss of past and future earnings and other general and special damages in an amount to be proven at trial; (c) for interest; (d) together with the costs and disbursements of this action and attorneys' fees; and (e) further relief as justice requires.

V.

**JURY DEMAND**

Pursuant to Florida Rule of Civil Procedure 1.430, Plaintiff demands a jury trial for all issues in this matter.

DATED this 12<sup>th</sup> day of September 2019.

Respectfully Submitted,

**SHEPPARD, WHITE, KACHERGUS  
& DEMAGGIO, P.A.**



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