

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

SOMA SEKHAR KANDEPU )  
 )  
 )  
 Plaintiff, )  
 vs. )  
 )  
 LINDENWOOD FEMALE COLLEGE, )  
 doing business as Lindenwood University )  
 )  
 Serve At: )  
 )  
 Grant Shostak, Legal Counsel, or )  
 Person in Charge of Business Office )  
 209 S. Kingshighway Street )  
 Saint Charles, MO 63301-1695 )  
 )  
 Defendant. )  
 )

Case No: \_\_\_\_\_

JURY TRIAL DEMANDED

COMPLAINT FOR JUDICIAL REVIEW, BREACH OF CONTRACT, BREACH OF  
IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALINGS,  
AND TITLE VI DISCRIMINATION

COMES NOW Plaintiff Soma Sekhar Kandepu (“Plaintiff”), by and through the undersigned counsel, and for his Complaint for Judicial Review, Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealings, and Title VI Discrimination (“Complaint”) against Defendant Lindenwood Female College, *doing business as* Lindenwood University (“Lindenwood University”), hereby states as follows:

**Preliminary Statement**

Plaintiff is an individual who was born in India; officially the Republic of India (*Bhārat Gaṇarājya*) – a country in South Asia – (an “Indian native”). After completing his secondary and certain post-secondary educational systems in India, Plaintiff sought to further his post-secondary education in the United States.

Accordingly in 2013, Plaintiff obtained a foreign student visa for the purpose to attend and be enrolled in the Master of Business Administration program with an emphasis in International Business (MBA) at Lindenwood University at its principal university campus located in the County of St. Charles, State of Missouri.

This cause of action arises out of Plaintiff being aggrieved by Lindenwood University's decisions to first suspend, followed by an expulsion, followed by a denial of reinstatement of Plaintiff as a graduate student in good standing in the MBA program at Lindenwood University (collectively sometimes referred to as "denial decisions").

Plaintiff's expulsion from the MBA program at Lindenwood University was for alleged plagiarizing (formerly identified as "academic dishonesty"). This alleged plagiarism occurred when Plaintiff, in answering an online homework assignment question in one of his MBA classes, reproduced nearly verbatim a study guide answer as his homework assignment answer that he had memorized as preparation; even though rote memorization had been valued in the India education system, with which Plaintiff is embedded, and even though the professor of the class at issue unequivocally stated that there was no need to be concerned about reproducing verbatim information in the textbook, which presumably extends to the study guide for the textbook, as responses to homework assignments. In other words, the course syllabus of the class at issue did not prohibit reproducing verbatim information in the textbook and its associated study guide as responses to homework assignments.

Furthermore, Plaintiff, as an Indian native, had not understood Lindenwood University's purported "Academic Honesty Policy" and its related "Integrity Contract" as to what was considered plagiarism—as defined by Lindenwood University, which is defined differently under the India education system, with which Plaintiff is embedded.

In addition, Plaintiff had been pressured into confessing to Lindenwood University's defined plagiarism without understanding the consequences under Lindenwood University's discipline procedures.

These denial decisions by Lindenwood University of reinstatement of Plaintiff to good standing as a graduate student in Lindenwood University's MBA program were:

- (i) Not warranted by the facts, were illegal, unjust, arbitrary, capricious, unauthorized, and contrary to:
  - (a) The provisions of Lindenwood University's Academic Honesty Policy and its related Integrity Contract, as well as,
  - (b) Plaintiff's contractual enrollment agreement in the MBA program at Lindenwood University, in general, and the professor's (of the class at issue) teaching instructions and his course syllabus that provided permissible course guidelines of reproducing verbatim information in the textbook and its associated study guide as responses to homework assignments, specifically; and
- (ii) Were and are a violation and abuse of any discretion vested in Lindenwood University; and
- (iii) In violation of the laws of the State of Missouri and 42 U.S.C. §2000d, and contrary to the general purpose and interest of the laws of the State of Missouri and the United States.

### **The Parties**

1. Plaintiff Soma Sekhar Kandepu (“Plaintiff”) is an individual who was born in India; officially the Republic of India (*Bhārat Gaṇarājya*) – a country in South Asia.

2. Plaintiff is a citizen of the Republic of India, and is currently domicile in the State of Delaware, in the United States.

3. Defendant Lindenwood Female College, d/b/a Lindenwood University (“Lindenwood University”) is, and at all relevant time mentioned herein was, a State of Missouri General Assembly chartered college under the Missouri Constitution of 1820, with its principal university campus located in the County of St. Charles, State of Missouri.

### **Jurisdiction and Venue**

4. This Court has subject matter jurisdiction over this cause of action under 28 U.S.C. §1331, on the grounds that this case arises under 42 U.S.C. §2000d, which is a law of the United States.

5. This Court also has subject matter jurisdiction over this cause of action under 28 USC §1332(a), on the grounds that the controversy exceeds \$75,000, exclusive of costs and interest, and this case is between citizens of different states, and/or a citizen of a state; namely, Lindenwood University of the State of Missouri, and a subject of a foreign state; namely Plaintiff of the Republic of India, who resides in the State of Delaware.

6. Venue of this cause of action is proper before this Court pursuant to 28 U.S.C. §1391(b)(1) in that this is the judicial district in Lindenwood University is a resident of the State in which the district is located; as well as, 28 U.S.C. §1391(b)(2) in that this is the judicial district in which a substantial part of the events or omissions giving rise to this cause of action occurred.

### **Factual Allegations Common To All Counts**

7. Plaintiff, who was born and reared in the Republic of India as an Indian native, attended primary and secondary school in India where he graduated with honors.

8. Plaintiff attended schools in India, in which his grades were based on his ability to memorize exactly what the study materials stated, and rewrite those exact words on his homework assignments and examinations.

9. Accordingly, Plaintiff was expected to write exactly what he had been taught and read with no deviation, and as a result he developed an excellent memory and capacity to reproduce information based on rote memory and memorization. Students in the schools in India, which included Plaintiff, often worked together as they prepared for exams, and reproducing the exact same answer on an exam was ideal and encouraged in this academic environment.

10. Moreover, the Indian schools that Plaintiff attended have a strong focus on academic subjects, with diminutive scope for creativity and limited or no extra-curricular activities.

11. Consequently, within a single cultural context in the Republic of India school systems, particularly the schools in India attended by Plaintiff, it is considered a sign of respect to the source of knowledge to repeat back the words in a textbook or spoken by a learned scholar verbatim without attribution (without a citation), and thus, shared conceptions of what is common knowledge merits credit.

12. Also, the Western style of citing sources was not taught or used in the schools in India attended by Plaintiff.

13. These traditional India schooling methods that were embedded in Plaintiff tend to emphasize rote learning and memorization, rather than encouraging independent or creative thinking, which resulted in an atmosphere of a strong focus on examinations from an early age. Consequently, this schooling environment in India formed Plaintiff's study strategies and academic development.

14. After completing his secondary and certain post-secondary educational systems in India, Plaintiff sought to further his post-secondary education in the United States.

15. Accordingly in 2013, the United States Citizenship and Immigration Services (USCIS) [a component of the United States Department of Homeland Security (DHS)] granted Plaintiff a foreign student visa.

16. In the fall of 2015, Plaintiff was also granted an employment authorization document (EAD), commonly known as a "work permit" that provides Plaintiff a legal right to lawfully work in the United States for an employer.

17. In August 2013, upon being commissioned as a nonimmigrant alien holding a foreign student visa, Plaintiff enrolled, was accepted by Lindenwood University, and commenced attending as a full-time graduate student in the Master of Business Administration program with an emphasis in International Business (MBA) at Lindenwood University.

18. Plaintiff was concerned that he may be challenged in the MBA program at Lindenwood University because English is a second language for him and he realized that a language barrier exist for him in the United States, making it increasingly difficult to write acceptable academic homework assignment in a postgraduate program in the United States.

19. Nonetheless, Plaintiff's enrollment and acceptance by Lindenwood University into the MBA program at Lindenwood University resulted in a contractual enrollment agreement between Plaintiff and Lindenwood University regarding the MBA program at Lindenwood University.

20. Upon his commencement as a graduate student in the MBA program at Lindenwood University, he was residing in Delaware and in New York, and flew to St. Louis, Missouri each week to attend class. He traveled this distance approximately 31 times in pursuit of his education at Lindenwood University.

21. Pursuant to Plaintiff's contractual enrollment agreement in the MBA program at Lindenwood University, Plaintiff's first academic course required to be taken was titled "Academic Writing for Graduate Students [EPB-50100]."

22. The underlining purpose of Lindenwood University requiring its graduate students, particularly its international graduate students, in the MBA program to be required to take the academic course Academic Writing for Graduate Students is to eliminate plagiarism in the MBA program.

23. In addition, Lindenwood University implemented in the MBA program plagiarism detection software known as "Turnitin" that is advertised as a measure of automation, checking student work against hundreds of millions of websites, papers, monographs and journal articles without the need of any input from professors in the MBA program.

24. Plaintiff only received a semester grade of "C" in his Academic Writing for Graduate Students class, which was taken in the Fall Semester of 2013. In this class, he was mainly taught how to paraphrase; however, this grade of "C" is directly correlated with Plaintiff's traditional India schooling methods that were embedded in Plaintiff, which

emphasized rote learning and memorization, rather than encouraging independent or creative thinking, which formed Plaintiff's study strategies and academic development.

25. Moreover, even though English is Plaintiff's second language and even though Plaintiff's study strategies and academic development was rooted in memorization, rather than encouraging independent or creative thinking, Lindenwood University's requirements upon Plaintiff to avoid plagiarism – as defined by Lindenwood University – were unjust, arbitrary, capricious, and at such a level of difficulty upon international foreign students, such as the Plaintiff, to be discriminatory against Plaintiff.

26. For instance, the course material in Plaintiff's Academic Writing for Graduate Students class at Lindenwood University, which included the publication textbook titled "An ESL Writing Workshop for Graduate Students: Practicing and Producing Academically Appropriate Written Work" required Plaintiff to become a:

*"...mastery of successful paraphrasing ... [in which this] skill requires linguistic and grammatical flexibility, vocabulary, and practice. It also takes time"* – see page 53 of An ESL Writing Workshop for Graduate Students: Practicing and Producing Academically Appropriate Written Work.

27. As a result of not being properly cultivated by Lindenwood University to avoid plagiarism – as defined by Lindenwood University - when Plaintiff attended his Academic Writing for Graduate Students class; specifically to overcome Plaintiff's study strategies and academic development of traditional India schooling methods that were embedded in Plaintiff, the first occurrence of Plaintiff being accused of plagiarism occurred in the Spring Semester of 2014.

28. Pursuant to Plaintiff's contractual enrollment agreement in the MBA program at Lindenwood University, in the Spring Semester of 2014, Plaintiff was enrolled in the academic course titled "Business Law and Ethics [MGMT-56025]."

29. While enrolled in the academic course titled Business Law and Ethics in the Spring Semester of 2014, Plaintiff collaborated with another student in this class to provide answers to a midterm test. Plaintiff's collaboration with another student or other students was a common, and an acceptable practice in the schools in India, in which often students worked together as they prepared for exams in order to reproduce the exact same answer on an exam, which was ideal and encouraged in this India academic environment.

30. Unfortunately, this was not acceptable at Lindenwood University; thus, Plaintiff was cited of committing plagiarism by collaborating on an mid-term exam question with another person as discovered with Lindenwood University's use of the plagiarism detection software known as Turnitin.

31. Lindenwood University knew, or should of known, that Turnitin is often criticized for labeling inept student writing as plagiarism. In other words, Lindenwood University's use of Turnitin in the MBA program in order to teach its graduate students about academic dishonesty is haphazardly accusing one or more of its graduate students, including the Plaintiff, of academic dishonesty when Lindenwood University knew or should have known that Turnitin is not completely accurate or reliable in detecting plagiarism.

32. Ironically, Lindenwood University's use of Turnitin in the MBA program is fundamentally trying to teach international graduate students about academic dishonesty by being deceitful to them regarding the accuracy or reliability of Turnitin in detecting plagiarism.

33. Furthermore, Lindenwood University's professors emphasized of the use of Turnitin in the MBA program to detect suspicion of graduate students plagiarism, rather than what is required of them pursuant to Plaintiff's contractual enrollment agreement in the MBA program to work in developing Plaintiff's writing, reading and critical thinking abilities to avoid plagiarism – as defined by Lindenwood University; specifically for Plaintiff to overcome his study strategies and academic development of traditional India schooling methods that were embedded in Plaintiff, is a glaring breach of Lindenwood University's obligations under Plaintiff's contractual enrollment agreement in the MBA program in providing orientation programs and classes to teach Western academic norms, as well as, a glaring discrimination against Plaintiff as an Indian native, in which English is his second language.

34. In addition, Plaintiff had been pressured into confessing to Lindenwood University's defined plagiarism without understanding the consequences under Lindenwood University's discipline procedures.

35. Nonetheless, Plaintiff reluctantly accepted Lindenwood University's disciplinary action with respect to Plaintiff collaborated with another student in this class to provide answers to a midterm test in the academic course titled Business Law and Ethics in the Spring Semester of 2014, and agreed to Lindenwood University's Integrity Contract, provided that Lindenwood University would likewise agree to properly cultivate the Plaintiff to avoid plagiarism – as defined by Lindenwood University.

36. An integral component of this Lindenwood University Integrity Contract was for Lindenwood University to make available to Plaintiff the opportunity to complete an online Academic Integrity Tutorials, in which Lindenwood University failed and refused to assist the Plaintiff with the opportunity to complete the online Academic Integrity Tutorials.

37. Hence, Plaintiff was never directed to take these tutorials, nor was he charged any fees for these tutorials, as required by Lindenwood University.

38. Furthermore, the entire time Plaintiff attended Lindenwood University (from October 2013 through and including July 2015), he realized that his language barrier prevented him from fully understanding the codes of conduct, including without limitation, Lindenwood University's Academic Honesty Policy and its related Integrity Contract, and often felt isolated in the courses that he attended not only by language, but also by different teaching and learning styles which hindered his ability to always know how to communicate with faculty and other academic resources regarding his concerns about proper learning practices.

39. While Plaintiff attended Lindenwood University from October 2013 through and including the Spring Semester of 2015, he accumulated 45 credit hours (48 credit hours attended) in the MBA program; basically only two additional classes needed for him to complete in order to graduate with an MBA degree from Lindenwood University, in which one class "Leadership" he already completed and passed, but the official Lindenwood University's records incorrectly state "withdrawn".

40. Pursuant to Plaintiff's contractual enrollment agreement in the MBA program at Lindenwood University, in the Summer Semester of 2015, Plaintiff enrolled again in one of the remaining two classes he needed to complete in order to graduate with an MBA degree from Lindenwood University, which academic course was titled "Business Law and Ethics [MGMT-56025]."

41. While enrolled in the Business Law and Ethics course in the Summer Semester of 2015, Plaintiff was of the understanding that his homework assignments were open book assignments and that he could draw from any source. Particularly, the professor of this class

(that is, Professor Kurt S. Odenwald) informed Plaintiff that there was no need to be concerned about reproducing verbatim information in the classroom textbook, which presumably extends to the study guide for the textbook, as responses to homework assignments. In other words, the course syllabus of the class at issue did not prohibit reproducing verbatim information in the textbook and its associated study guide as responses to homework assignments.

42. Thereafter, Plaintiff inquired about obtaining a study guide for the classroom textbook assigned in the Business Law and Ethics course in which thereafter another student in such course provided Plaintiff with a photocopy of such study guide.

43. Afterwards, Plaintiff utilized the classroom textbook and its study guide for the textbook to complete his first open book class assignment in Business Law and Ethics; but was subsequently disappointed when he was informed that he only received a score of 8 out of 10 on his first class assignment.

44. When Plaintiff submitted his second assignment in Business Law and Ethics on Turnitin, in which he utilized the classroom textbook and its study guide for the textbook to complete his second open book class assignment, he took a screen shot of the submission of his second assignment. He had 0% matches on Turnitin with the work of any other student at that time. To his surprise, a few days later on or about June 3, 2015, Plaintiff saw that his assignment had a 55% match with another student in the class. Plaintiff had not yet attended class due to his health problems, so he did not understand how approximately half of his assignment could match another student's assignment.

45. Also on June 3, 2015, Professor Kurt S. Odenwald emailed Plaintiff to reassure him that that there was no need to be concerned about reproducing verbatim information in the

classroom textbook, which presumably extends to the study guide for the textbook, as responses to homework assignments.

46. Specifically, Professor Kurt S. Odenwald stated to Plaintiff in writing *“I do not have any originality score maximum on the weekly homework assignments because the students often quote from the same part of the text book. Do not worry about.”*

47. Nevertheless, Plaintiff disregarded his concerned about the peculiarity of the familiarity of his second assignment in Business Law and Ethics with that of another student in that his then health problems were preventing his ability to drive, or to travel to Missouri to attend class.

48. As Plaintiff was not accustomed to missing class and was very apprehensive about continuing with the course while he in ill health, he notified his professor that he would be withdrawing from the Business Law and Ethics course, which in fact he did on June 4, 2015 due to his health problems.

49. Still on or about June 20, 2015, Lindenwood University's Acting Provost -- Marilyn S. Abbott, PhD received a report by Professor Kurt S. Odenwald, accusing Plaintiff of plagiarism with respect to Plaintiff's second assignment in Business Law and Ethics.

50. Lindenwood University's Acting Provost -- Marilyn S. Abbott, PhD concluded in her mind that Plaintiff committed plagiarism with respect to Plaintiff's second assignment in Business Law and Ethics, and she was not interested in comprehending or accepting Plaintiff's explanation that his Professor Kurt S. Odenwald did not prohibit reproducing verbatim information in the textbook and its associated study guide as responses to homework assignments.

51. In addition, Lindenwood University's Acting Provost -- Marilyn S. Abbott, PhD was not interested in comprehending or accepting the fact that Plaintiff did not knowingly and intentionally commit plagiarism – as defined by Lindenwood University – particularly, given the facts that Plaintiff was still not being properly cultivated by Lindenwood University to avoid plagiarism to overcome Plaintiff's study strategies and academic development of traditional India schooling methods that were embedded in Plaintiff.

52. Plaintiff, as an Indian native, still had not understood Lindenwood University's purported "Academic Honesty Policy" and its related "Integrity Contract" as to what was considered plagiarism—as defined by Lindenwood University, which is defined differently under the India education system, with which Plaintiff is embedded.

53. Irrespective of the above-referenced legitimate concerns expressed by Plaintiff to Lindenwood University's Acting Provost -- Marilyn S. Abbott, PhD, Dr. Abbott notified Plaintiff that effective July 7, 2015, Plaintiff was being permanently expelled from Lindenwood University on grounds of academic dishonesty.

54. Thereafter, Plaintiff requested Lindenwood University's Acting Provost -- Marilyn S. Abbott, PhD to reconsider and reverse the expulsion order, but Dr. Abbott denied Plaintiff's request for reinstatement as a graduate student in good standing in the MBA program at Lindenwood University, and abrasively stated in an email to plaintiff on July 9, 2015: "*There is no reason for me to meet with you...*"

55. This cause of action arises out of Plaintiff being aggrieved by Lindenwood University's decisions to first suspend, followed by an expulsion, followed by a denial of reinstatement of Plaintiff as a graduate student in good standing in the MBA program at Lindenwood University (collectively sometimes referred to as "denial decisions").

### Count I — Judicial Review

56. Plaintiff restates each and every allegation contained in the above-numbered paragraphs of this Complaint as if fully repeated in this paragraph 56. To the extent that allegations contained in this Count I are inconsistent with any other allegations contained in this Complaint, the allegations contained in this Count I are made in the alternative.

57. Mo. Rev. Stat. §536.150 of The Missouri Administrative Procedures Act (MAPA), which governs noncontested cases.

58. Under the MAPA, an *“agency’ means any administrative officer or body existing under the constitution or by law and authorized by law or the constitution to make rules or to adjudicate contested cases, except those in the legislative or judicial branches...”*

59. Therefore, because Lindenwood University claims charter existence and powers under at least one separate act of the State of Missouri General Assembly incorporating it as an educational institution, to wit, Act Feb. 24, 1853 (Laws 1852–53, p. 284) under the Missouri Constitution of 1820, Lindenwood University is an agency under the MAPA in that its an administrative body existing by law and authorized by law and the constitution to make rules or to adjudicate contested cases.

60. Furthermore, Mo. Rev. Stat. §536.018 states that an institution of higher education supported in whole or in part from state funds, is an “agency” under the MAPA unless such institution has established written procedures to assure that constitutionally required due process safeguards exist and apply to a proceeding that would otherwise constitute a “contested case” as defined in Mo. Rev. Stat. § 536.010.41.

61. Lindenwood University did not, and does not, have its own written procedures for the expulsion of a graduate student, such as what it did to the Plaintiff, sufficient to satisfy constitutional principles of due process, such as a hearing conducted on the record, in which for instance, witnesses would give testimony under oath and be examined and cross-examined, formal rules of evidence would be followed, and/or Lindenwood University would need to render written findings of fact and conclusions of law. Thus, Lindenwood University did not opt-out from under the MAPA for purposes of adjudication of noncontested cases.

62. Furthermore, in a review under Mo. Rev. Stat. §536.150 of a noncontested case, the standard of review is *de novo*, and the trial court reaches its judgment without reference to the evidence upon which the administrative decision was made; but instead the trial court reaches its judgment based upon the evidence it hears and receives in order to determine the validity of the administrative decision(s). See also: *State v. Missouri State Highway Patrol*, 168 S.W.3d 122, 128 (Mo. banc 2005), which held that: “...*the trial court’s review should... [be] confined to the ‘exclusively legal considerations’ of whether the [decision] was unconstitutional, unlawful, unreasonable, arbitrary, capricious, or otherwise involved an abuse of discretion.*”

63. Consequently, these denial decisions by Lindenwood University of reinstatement of Plaintiff to good standing as a graduate student in Lindenwood University’s MBA program were not warranted by the facts, were illegal, unjust, arbitrary, capricious, unauthorized, and contrary to the provisions of Lindenwood University’s Academic Honesty Policy and its related Integrity Contract.

64. These denial decisions by Lindenwood University of reinstatement of Plaintiff to good standing as a graduate student in Lindenwood University’s MBA program were also contrary to the provisions of Plaintiff’s contractual enrollment agreement in the MBA program at

Lindenwood University, in general, and the professor's (of the class at issue) teaching instructions and his course syllabus that provided permissible course guidelines of reproducing verbatim information in the textbook and its associated study guide as responses to homework assignments, specifically; and were and are a violation and abuse of any discretion vested in Lindenwood University.

WHEREFORE, Plaintiff Soma Sekhar Kandepu respectfully requests this Court:

I. Find Defendant Lindenwood Female College, *doing business as* Lindenwood University's decisions to first suspend, followed by an expulsion, followed by a denial of reinstatement of Plaintiff as a graduate student in good standing in the MBA program at Lindenwood University not warranted by the facts, were illegal, unjust, arbitrary, capricious, unauthorized, and contrary to the provisions of Lindenwood University's Academic Honesty Policy and its related Integrity Contract, as well as, Plaintiff's contractual enrollment agreement in the MBA program at Lindenwood University, in general, and the professor's (of the class at issue) teaching instructions and his course syllabus that provided permissible course guidelines of reproducing verbatim information in the textbook and its associated study guide as responses to homework assignments, specifically; and were and are a violation and abuse of any discretion vested in Lindenwood University;

II. Order Lindenwood University to reverse these denial decisions and promptly reinstate Plaintiff is a graduate student in good standing in the MBA program at Lindenwood University;

III. Award Plaintiff such other and further or different relief, as this Court deems lawful and proper.

### **Count II – Breach of Contract**

65. Plaintiff restates each and every allegation contained in the above-numbered paragraphs of this Complaint as if fully repeated in this paragraph 65. To the extent that allegations contained in this Count II are inconsistent with any other allegations contained in this Complaint, the allegations contained in this Count II are made in the alternative.

66. Pursuant to Plaintiff's contractual enrollment agreement in the MBA program at Lindenwood University, Lindenwood University failed to fulfill its obligations under such contractual agreement to Plaintiff by not allowing Plaintiff to, *inter alia*, continue with his opportunity to be enrolled and take the necessary classes at Lindenwood University in order to obtain an MBA degree.

67. Lindenwood University failure to perform under said contractual enrollment agreement included without limitation, its wrongful decisions to first suspend, followed by an expulsion, followed by a denial of reinstatement of Plaintiff as a graduate student in good standing in the MBA program at Lindenwood University.

68. Plaintiff has demanded to be reinstated as a graduate student in good standing in the MBA program at Lindenwood University, but Lindenwood University has failed and refused.

69. Plaintiff has performed all conditions precedent under said contractual enrollment agreement and each and every one of his obligations and duties under said contractual enrollment agreement.

70. Lindenwood University had a duty to perform pursuant to the terms of said contractual enrollment agreement, specifically the duty to allow Plaintiff to, *inter alia*, continue with his opportunity to be enrolled and take the necessary classes at Lindenwood University in order to obtain an MBA degree.

71. Lindenwood University failed to perform said contractual enrollment agreement.

72. Solely and directly as a result of Lindenwood University failure to perform said contractual enrollment agreement, Plaintiff has suffered serious financial damage.

WHEREFORE, Plaintiff Soma Sekhar Kandepu request judgment in his favor and against Defendant Lindenwood Female College, *doing business as* Lindenwood University in an amount of at least in excess of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) for his compensatory damages for past and future pecuniary losses, together with his special damages, pre-judgment interest, the court cost and other expenses that Plaintiff incurred in this case, all to be determined at trial; and such other and further or different relief as this Court deems lawful and proper.

**Count III – Breach of the Implied Covenant of Good Faith and Fair Dealings**

73. Plaintiff restates each and every allegation contained in the above-numbered paragraphs of this Complaint as if fully repeated in this paragraph 73. To the extent that allegations contained in this Count III are inconsistent with any other allegations contained in this Complaint, the allegations contained in this Count III are made in the alternative.

74. Every contract imposes upon each party a duty of good faith and fair dealing in its performance and in its enforcement. This implied covenant of good faith and fair dealing requires that no party will do anything that will have the effect of impairing, destroying, or injuring the rights of the other party to receive the benefits of their contract.

75. This implied covenant also implies that in all contracts each party will do all things reasonably contemplated by the terms of the contract to accomplish its purpose.

76. This implied covenant protects the benefits of the contract that the parties reasonably contemplated when they entered into the contractual arrangement between Plaintiff and Lindenwood University.

77. Lindenwood University did not act in good faith and did not deal fairly with Plaintiff by not allowing Plaintiff to, *inter alia*, continue with his opportunity to be enrolled and take the necessary classes at Lindenwood University in order to obtain an MBA degree.

78. Lindenwood University also did not act in good faith and did not deal fairly with Plaintiff by its wrongful decisions to first suspend, followed by an expulsion, followed by a denial of reinstatement of Plaintiff as a graduate student in good standing in the MBA program at Lindenwood University.

79. Lindenwood University enjoyed substantial discretionary power affecting the rights of Plaintiff during the events alleged in this Complaint. Lindenwood University was required to exercise such power in good faith.

80. These actions by Lindenwood University were a bad faith breach of the contractual arrangement between Plaintiff and Lindenwood University, which shows that Lindenwood University did not intend to perform this contractual arrangement in good faith.

81. Solely and directly as a result of Lindenwood University failure to perform said contractual enrollment agreement with its duty of good faith and fair dealing in its performance and in its enforcement, Plaintiff has suffered serious financial damage.

WHEREFORE, Plaintiff Soma Sekhar Kandepu request judgment in his favor and against Defendant Lindenwood Female College, *doing business as* Lindenwood University in an amount of at least in excess of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) for his compensatory damages for past and future pecuniary losses, together with his special damages,

pre-judgment interest, the court cost and other expenses that Plaintiff incurred in this case, all to be determined at trial; and such other and further or different relief as this Court deems lawful and proper.

**Count IV – Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)**

82. Plaintiff restates each and every allegation contained in the above-numbered paragraphs of this Complaint as if fully repeated in this paragraph 82. To the extent that allegations contained in this Count IV are inconsistent with any other allegations contained in this Complaint, the allegations contained in this Count IV are made in the alternative.

83. Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) provides that: *“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program activity receiving Federal financial assistance.”* 42 U.S.C. §2000(d).

84. “Persons” is not limited to U.S. citizens; may include individuals who are non-U.S. citizens. See *Plyer v. Doe*, 457 U.S. 202 (1982); *Mathews v. Diaz*, 426 U.S. 67 (1976).

85. Specifically, Title VI prohibits, *inter alia*, universities, such as Lindenwood University, that receive federal financial assistance from the United States Department of Education (ED) from requiring different standards or conditions as prerequisites for serving individuals.

86. By the actions of Lindenwood University, Plaintiff was treated differently than similar situated non- Indian native students at Lindenwood University.

87. Solely and directly as a result of Lindenwood University above-referenced discrimination of Plaintiff, Plaintiff has suffered serious financial damage.

WHEREFORE, Plaintiff Soma Sekhar Kandepu request judgment in his favor and against Defendant Lindenwood Female College, *doing business as* Lindenwood University in an amount of at least in excess of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) for his compensatory damages for past and future pecuniary losses, together with his special damages, attorneys fees and costs, pre-judgment interest, the court cost and other expenses that Plaintiff incurred in this case, all to be determined at trial; and such other and further or different relief as this Court deems lawful and proper.

Dated: January 23, 2016

Respectfully submitted,

**KAZANAS LC**

By: /s/ Dan J. Kazanas

DAN J. KAZANAS, #31056MO  
CHANTAL B. METHOT, #60604MO  
321 West Port Plaza Drive, Suite 201  
Saint Louis, Missouri 63146  
(314) 499-8174 (Phone)  
(314) 499-8173 (Facsimile)  
[dan.kazanas@global-lawfirm.com](mailto:dan.kazanas@global-lawfirm.com)  
[chantal.methot@global-lawfirm.com](mailto:chantal.methot@global-lawfirm.com)

ATTORNEYS FOR PLAINTIFF

**AFFIRMATION**

I, Soma Sekhar Kandepu, am the Plaintiff in the above-styled entitled cause of action. I have read the Complaint and know its contents, and under oath or affirmation, and its representations are true and correct to the best of Plaintiff's knowledge and belief subject to the penalties of making a false affidavit or declaration.

Plaintiff Soma Sekhar Kandepu

By: Soma Kandepu  
Soma Sekhar Kandepu, Individually  
Dated: January 23, 2016