

RETURN DATE : MARCH 17, 2015 : SUPERIOR COURT

KENT LITERARY CLUB OF :
WESLEYAN UNIVERSITY AT :
MIDDLETOWN, GAMMA : J.D OF MIDDLESEX
PHI CHAPTER OF DKE AT :
WESLEYAN, ZAC CUZNER and :
TUCKER INGRAHAM : AT MIDDLETOWN

VS. :

WESLEYAN UNIVERSITY, MICHAEL :
S. ROTH and MICHAEL J. WHALEY : FEBRUARY 19, 2015

COMPLAINT

FIRST COUNT: DKE, Cuzner and Ingraham v. Wesleyan: Violation of Conn. Gen. Stat. Sec. 42-110b

1. The Plaintiff Kent Literary Club of Wesleyan University at Middletown ("KLC") is a Connecticut non-stock corporation incorporated by resolution of the state legislature on April 6, 1881.
2. Since 1888, KLC has owned property at 276 High Street, Middletown, Connecticut, located on the Wesleyan campus, which property includes a building known as "DKE House".
3. The Plaintiff Gamma Phi Chapter of DKE at Wesleyan ("DKE") is a local chapter of an international fraternity, Delta Kappa Epsilon.
4. Delta Kappa Epsilon is a fraternity founded in 1844. Under the terms of its Constitution, membership in Delta Kappa Epsilon is open to males only, a proscription which applies to

DKE and its members. DKE has existed as a fraternal organization on the Wesleyan campus since 1867.

5. The Plaintiff Zac Cuzner (“Cuzner”) is a Wesleyan undergraduate and a DKE member, who resides in DKE House, more particularly described below, and wishes to continue residing there during the 2015-2016 academic year.

6. The Plaintiff Tucker Ingraham (“Ingraham”) is a Wesleyan undergraduate and a DKE member, who resides in DKE House, more particularly described below, and wishes to continue residing there during the 2015-2016 academic year.

7. The Defendant Wesleyan University (“Wesleyan”) is a private university located in Middletown, Connecticut.

8. The Defendant Michael S. Roth (“Roth”) is, and was at all times relevant to this complaint, President of Wesleyan. As to all matters alleged herein, Roth acted as an agent of Wesleyan.

9. The Defendant Michael J. Whaley (“Whaley”) is, and was at all times relevant to this complaint, Vice President for Student Affairs of Wesleyan. As to all matters alleged herein, Whaley acted as an agent of Wesleyan.

10. Throughout its history, DKE has utilized DKE House for social functions and to serve as housing for DKE members who are upperclassmen at Wesleyan.

11. Since DKE arrived on campus in 1867 and continuing thereafter, Wesleyan has

acknowledged, welcomed and celebrated DKE's contributions to the Wesleyan community, recognizing it as a traditional social organization with historic roots, with full knowledge that its membership was limited to males.

12. Wesleyan has used, and continues to use, DKE and DKE House to recruit student-athletes, as many members of Wesleyan's athletic teams are DKE members. Wesleyan invites prospective students who wish to participate on Wesleyan athletic teams to overnight visits at Wesleyan, during which they are invited to meet DKE members and to visit and participate in events at DKE House. One or more members of the Plaintiff DKE, including the Plaintiffs Cuzner and Ingraham, chose to attend Wesleyan, in whole or in part, on the basis of their desire to become DKE members and to reside in DKE House.

13. At all times relevant to this complaint, Wesleyan has required all of its undergraduates to live on campus all four years in residence halls, apartments and houses at Wesleyan. According to Wesleyan, this residential experience is an essential part of the liberal arts education provided by Wesleyan to its students.

14. Wesleyan markets its educational experience to prospective students by emphasizing the "diversity of housing options" that it offers to undergraduates, and, for many years, has specifically included in its description the opportunity for upperclassmen to select Program Housing at DKE House.

15. According to Wesleyan, "Program Housing is a unique living option offered to

upperclassmen at Wesleyan. It gives students the opportunity to live collectively in a house or hall, fraternity or society, based on shared hobbies, experiences, cultural interests and identities.”

16. Wesleyan’s housing selection process for Program Housing for academic year 2015-2016 began on or about February 8, 2015 and continues through April 20, 2015.

17. On February 6, 2015, Wesleyan denied Program Housing status to DKE House for the 2015-2016 academic year.

18. As a result, members of Plaintiff DKE, including but not limited to Plaintiffs Cuzner and Ingraham, have been denied the opportunity to select DKE House as a residence for the 2015-2016 academic year.

19. The foregoing acts and/or practices on the part of the Defendant Wesleyan violate the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. Sec. 42-110b *et. seq.*, based on one or more of the following facts:

a. Defendant Wesleyan is engaged in trade or commerce within the meaning of CUTPA by virtue of its advertising of, and its offering for rent or lease, various properties to students as residential housing, which it markets as an integral part of their educational experience;

b. The members of Plaintiff DKE, including Plaintiffs Cuzner and Ingraham, are consumers of said goods and services within the meaning of Conn. Gen. Stat. Sec. 42-110b;

c. Defendant’s representations that it would provide Plaintiffs, as upperclassman, with Program Housing in DKE House were and are false;

d. Defendant's acts and/or practices in promising to provide and thereafter refusing to provide Program Housing in DKE were and are deceptive, in that they had a tendency and capacity to deceive consumers such as the Plaintiffs;

e. Defendant's acts and/or practices violate the public policy of the State of Connecticut, as it has been established by statutes, common law or otherwise;

f. Defendant's acts and/or practices were immoral, unethical, oppressive or unscrupulous;

g. Defendant's acts and/or practices caused substantial injury to the Plaintiffs as consumers, both because they have been deprived of the promised housing of their choice and because residence in DKE House is substantially less expensive than other housing offered by Defendant Wesleyan.

20. As a result of Defendant's actions, members of Plaintiff DKE, including but not limited to Plaintiffs Cuzner and Ingraham will suffer an ascertainable loss, in that they will be required to expend additional funds to secure housing elsewhere.

SECOND COUNT: DKE, Cuzner and Ingraham v. Wesleyan: Breach of Contract

1- 18. Paragraphs 1 - 18 of the First Count are hereby made paragraphs 1 - 18 of this Second Count as if more fully set forth herein.

19. Each year, Wesleyan upperclassmen are provided the opportunity to apply for Program Housing, utilizing Wesleyan's prescribed housing selection process. Pursuant to that process, house managers and existing residents of Program Houses review information submitted by applicants and select residents based on criteria developed by the members of each Program House.

20. This process permits Program Houses and their residents to exclude prospective

applicants based on subjective characteristics of their own choosing.

21. Program House options currently allowed by Wesleyan encourage and/or permit selection of residence by applicants and/or by existing members of Program Houses based on characteristics such as gender, ethnicity, religion, sexual orientation and other protected class characteristics.

22. As set forth in Exhibit A, attached, Program House options currently offered by Wesleyan to its undergraduates include the following:

a. "Turath House", which "provides a space for Arab, Middle Eastern and Muslim students to articulate their views and express and affirm their culture and religion without fear of harassment and discrimination";

b. "Women of Color House" which is "for all who are committed to women of color issues on campus", and which "serves as a resource and a meeting place for women of color on campus";

c. "Womanist House" for "students who are committed to the issues of Wesleyan women," and whose members "promote awareness of and dialog about women's issues in the greater Wesleyan community and Middletown";

d. "Open House" which is described as a "safe space for Lesbian, Gay, Bisexual, Transgender, Transsexual, Queer, Questioning, Flexural, Asexual, Genderfuck, Polyamorous, Bondage/Disciple, Dominance/Submission, Sadism/Masochism (LGBTQQFAGPBDSM) communities and for people of sexually or gender dissident communities" and serves the goal of "generating interest in the celebration of queer life from the social to the political to the academic. Open House works to create a Wesleyan community that appreciates the variety and vivacity of gender, sex and sexuality.";

e. "Malcom X House" which offers "an environment dedicated to the exploration and celebration of the cultural heritage of the African diaspora, both for themselves and for the larger Wesleyan community" and which "serves as the communal safe-space not only for student of color groups on campus, but also groups interested in advocating learning and

positive communal unity”;

f. “Lighthouse” providing an “open-minded Christian presence” on campus;

g. “La Casa de Albizu Campos” which serves “as a resource on issues pertaining to the Latino culture by hosting social, educational, traditional and political events on campus.” It “strengthens, supports and builds community among Latino students, while bridging the cultural gap between Latino students and the Wesleyan community”; and

h. “Asian/Asian-American house”, which cultivates “a continual awareness and interest of Asian and Asian-American histories, literature, tradition, contemporary experiences and concerns.” It acts to “build solidarity and a stronger community base of Asians/Asian Americans and broaden the sense of solidarity with other people of color.”

23. Wesleyan also offers undergraduates the option of single sex housing in its residence halls. According to Wesleyan, “Single-sex housing is an option available for students who feel it is important to live on a floor with all female or male residents. Some students feel that living on a single-sex floor, and having a single gender bathroom, is a more comfortable transition for them than living on a co-ed floor.”

24. Despite the foregoing, and despite its willingness to allow many other diverse groups to reside by choice with members of the same sex, ethnicity, national origin, religion, culture, sexual orientation, sexual identification and the like, Wesleyan has refused to permit male fraternity brothers to reside in single-sex housing.

25. Wesleyan has promised all of its students, including Plaintiffs Cuzner and Ingraham and the members of Plaintiff DKE, that it will offer them “an equitable and inclusive education”, a community that is “diverse and unique” and further, that in all its operations it

will not discriminate on the basis of sex.

26. Wesleyan's refusal to permit DKE and its members to reside as male fraternity brothers in single-sex housing, while it permits all of the above groups such choice of residence constitutes a breach of the promises set forth above, including but not limited to its promise that it will not discriminate on the basis of sex.

27. As a result of the foregoing acts on the part of the Defendant Wesleyan, Plaintiffs have suffered and will continue to suffer damages and losses.

THIRD COUNT: DKE, Cuzner and Ingraham v. Wesleyan: Breach of the Covenant of Good Faith and Fair Dealing

1- 27. Paragraphs 1 - 27 of the Second Count are hereby made paragraphs 1 - 27 of this Third Count as if more fully set forth herein.

28. The aforesaid actions on the part of the Defendant constitute a breach the covenant of good faith and fair dealing in that Defendant acted to deprive Plaintiffs of their rights to receive promised benefits by refusing to honor its commitment to them under its contract.

FOURTH COUNT: DKE, Cuzner and Ingraham v. Wesleyan: Promissory Estoppel

1- 25. Paragraphs 1 - 25 of the Second Count are hereby made paragraphs 1 - 25 of this Fourth Count as if more fully set forth herein.

26. Based on the foregoing facts, Defendant made clear and definite promises to the members of Plaintiff DKE and to Plaintiffs Cuzner and Ingraham, which Defendant should reasonably have expected to induce reliance by the Plaintiffs and upon which Plaintiffs did

rely to their detriment, causing them injury and loss, such that injustice can be avoided only by enforcing said promises.

FIFTH COUNT: DKE, Cuzner and Ingraham v. Wesleyan: Negligent Misrepresentation

1- 25. Paragraphs 1 - 25 of the Second Count are hereby made paragraphs 1 - 25 of this Fifth Count as if more fully set forth herein.

26. Based on the foregoing, Defendant has made false representations of fact to the members of Plaintiff DKE and to Plaintiffs Cuzner and Ingraham, upon which said Plaintiffs justifiably relied to their detriment, causing them injury and loss and Defendant failed to exercise reasonable care or competence in obtaining and/or communicating the information it supplied.

27. As a result of the foregoing acts on the part of the Defendant Wesleyan, Plaintiffs have suffered and will continue to suffer damages and losses.

SIXTH COUNT: KLC and DKE v. Wesleyan, Whaley and Roth: Violation of Conn. Gen. Stat. Sec. 42-110b

1- 16. Paragraphs 1-16 of the First Count are hereby made paragraphs 1 - 16 of this Sixth Count as if more fully set forth herein.

17. Beginning on September 21, 2014 and continuing thereafter, Wesleyan, through its agents Whaley and/or Roth, have engaged in a course of conduct intended to deceive the Plaintiffs KLC and DKE and which had the purpose and/or effect of depriving Plaintiff KLC

of the opportunity to lease DKE House as Program Housing to Wesleyan students, and which deprives DKE members of the opportunity to reside in DKE House as more fully described herein.

18. On September 21, 2014, Wesleyan, through its agents Roth and Whaley, informed KLC and DKE for the first time in DKE's 147-year tenure that "residential fraternities must become fully co-educational over the next three years" and that residential fraternities would only be "recognized as offering housing and social spaces for Wesleyan students" if "women as well as men" were "full members and well represented in the body and leadership of the organization.

19. At the time said representations were made, Wesleyan knew that DKE was not permitted, under the terms of its charter, to permit female undergraduates to become members of its fraternity and that knew that DKE's compliance with Wesleyan's directive was not possible.

20. Notwithstanding the terms of Wesleyan's original directive requiring DKE to admit female members, Wesleyan, through its agent Whaley, thereafter represented to KLC and DKE that Wesleyan would *not* require DKE to accept female members, but rather, would permit KLC to offer Program Housing at DKE House on condition that KLC would permit female non-members to reside at DKE House and would provide "co-educational" programs in its space. Further, KLC and DKE were asked to provide "preliminary plans for

moving forward” with such a plan or “absent a plan. . .some draft ideas.”

21. Thereafter, KLC and DKE, in reliance on the aforesaid representations, permitted Whaley and other Wesleyan agents to tour DKE House for the purpose of “providing ideas and observations” about successfully “co-educating” DKE House from a “facilities perspective.”

22. On December 4, 2014, Roth, contrary to prior Wesleyan representations, stated “there won’t be any single sex residential Greek organizations [on campus] in five years” and that Greek organizations would not exist as residential organizations at Wesleyan “if they don’t have ... women as equal and full members.”

23. In light of Roth’s clear reassertion of Wesleyan’s prior directive, KLC and DKE asked Whaley to confirm Wesleyan’s position on “co-education.” In response, Whaley expressly stated, “We are seeking meaningful co-education of the residence as a condition of continuing in Program Housing. We are not requiring co-education of DKE as an organization.” Whaley further confirmed, “We have asked for preliminary plans for moving forward” and asked that KLC and DKE “confer internally and put some ideas together.”

24. After KLC and DKE had engaged in such discussions and had relayed to Wesleyan their ideas about “possible ways to move forward with a co-educated residence,” Wesleyan, through Whaley, represented to KLC and DKE that the parties’ conversation about these ideas had been “productive”. Wesleyan asked that KLC and DKE submit a

“co-education plan” to his office on or before January 5, 2015 in order continue the participation of DKE House as Program Housing during the 2015-2016 academic year.

25. On December 28, 2014, Wesleyan, through Whaley, represented that in asking for a “co-education plan”, Wesleyan was seeking from KLC and DKE “an outline of your thinking for moving forward with co-education of your residence by January 5, 2015” and that he understood that “the plan and time lines may need to be adjusted as implementation begins.”

26. In response, on January 5, 2015, KLC and DKE provided a preliminary draft plan for “co-education” of DKE House under which the resident members of DKE and female residents would operate two organizations inside DKE House. The plan provided for separate residence and bathroom areas for males and females with common areas in the House shared by male and female residents. As autonomous entities, the two organizations would develop policies concerning residency, use of the facility, social activities, dining, rules and administrative proceedings, community service, financial management, and physical and other issues, subject to review and approval by KLC. The preliminary plan also contained numerous questions about Wesleyan’s definition of “substantial co-education of the facility”, expressed concerns about the expense needed to renovate DKE House to attract female residents and sought assurance from Wesleyan that DKE, as an all-male organization, would be permitted to continue at Wesleyan.

27. On January 14, 2015, Wesleyan, through Whaley, forwarded to KLC “observations and suggestions” concerning improvements that would be required in order to house women as well as men at DKE House, which were generated as a result of Wesleyan’s tour of that facility. Wesleyan presented its findings as a “broad brush look at the building” and reported that “much more intensive study” would have to be done to evaluate the alternatives it presented.

28. On January 21, 2015, Wesleyan, through Whaley, confirmed that KLC’s plan to share the Property with a sorority or “other organization that includes a meaningful number of women” constituted a reasonable approach to Wesleyan’s directive. However, Wesleyan refused to accept KLC’s plan and to grant KLC Program Housing status as it had promised. Instead, Wesleyan demanded that KLC provide, on or before February 6, 2015:

a. A commitment to convert of a minimum of three residential rooms (6 beds) to female occupancy with said residents having full and equal access to common areas of DKE House. This had already been included in the preliminary plan submitted to Wesleyan by KLC and DKE;

b. “Details” of the agreement reached between DKE and its sorority “partner” concerning “residency policies, use of the facility, social activities, rules and administrative proceedings.”; and

c. A commitment that KLC and DKE would “continue efforts to fully co-educate 276 High Street within the three year time line as required by Wesleyan.”

While imposing these immediate obligations on KLC and DKE, Wesleyan made no commitment to ensure DKE’s continued status as an all-male organization, nor did it define

what it considered to be “full and meaningful co-education” of DKE House.

29. In response, KLC and DKE expressed concern about Wesleyan’s “undefined” concept of “co-education” and informed Wesleyan that it was impossible to provide the “details” it was now demanding, for the first time, within the 11-day time period it had imposed. In response, Wesleyan altered its second requirement by demanding that Plaintiffs identify its sorority partner, the specific steps to be taken in developing its sorority partnership and a “time line” for doing so.

30. KLC and DKE responded to Wesleyan’s latest directive by meeting all of Wesleyan’s reasonable requirements. Plaintiffs confirmed their prior agreement to make six beds in the southeast portion of DKE House available to females and identified the sorority DKE intended to partner with, Rho Epsilon Pi (“Rho Ep”). Plaintiffs further reported that they could not commit to specific time lines for reaching agreement with Rho Ep on the “details” concerning DKE House policies without further discussions with that sorority partner. With respect to the third requirement, Plaintiffs reiterated their inability to commit to “fully co-educate” DKE House within three years, given Wesleyan’s refusal to define “fully co-educate” and given Wesleyan’s prior assurance that it would provide DKE House with additional time to comply with its directive if needed.

31. Although KLC and DKE provided Wesleyan with all of the information it had previously demanded as a condition for continuation of DKE’s Housing Program status, Wesleyan

denied DKE House that status for the 2015-2016 academic year on February 6, 2015.

32. Wesleyan's housing selection process for Program Housing for academic year 2015-2016 began on or about February 8, 2015 and continues through April 20, 2015.

Wesleyan upperclassmen, including but not limited to DKE members, have been denied the opportunity to select DKE House as a residence during the housing selection process.

33. As a result of Defendants' denial of Program Housing status to DKE House, the fair market value of KLC's property will decrease and KLC will lose rental payments which would otherwise be paid by or on behalf of DKE residents for academic year 2015-2016. Instead, payments will be made by or on behalf of DKE members to Wesleyan.

34. The foregoing acts and/or practices on the part of the Defendants violated the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. Sec. 42-110b *et. seq.* ("CUTPA"), in that they constituted unfair competition based on one or more of the following facts:

a. Defendant Wesleyan is engaged in trade or commerce within the meaning of CUTPA by virtue of its advertising of, and its offering for rent or lease, various properties to students as residential housing;

b. Defendants' representations to Plaintiff KLC concerning the criteria it would have to meet in order to continue to offer DKE House as Program Housing were false;

c. Defendant's acts and/or practices were deceptive, in that they had a tendency and capacity to deceive the Plaintiff KLC;

d. Defendants' acts and/or practices violated public policy of the State of Connecticut, as it has been established by statutes, common law or otherwise;

e. Defendants' acts and/or practices were immoral, unethical, oppressive or

unscrupulous;

f. Defendants' acts and/or practices caused substantial injury to consumers, such as the Plaintiff DKE and its members, including but not limited to the Plaintiffs Cuzner and Ingraham, as they will be required to pay more substantial rents to Defendant Wesleyan than they could have paid if they had been permitted to reside at DKE house.

g. Defendants' acts and/or practices constituted a unilateral breach of Wesleyan's contract with KLC.

SEVENTH COUNT: KLC and DKE v. Wesleyan, Whaley and Roth: Intentional Violation of Conn. Gen. Stat. Sec. 42-110b

1-34. Paragraphs 1-34 of the Sixth Count are hereby made Paragraphs 1-34 of this Seventh Count, as if more fully set forth herein.

35. As a result of the foregoing, the Plaintiff KLC has incurred and will continue to incur reasonable attorneys fees and costs in pursuing this action.

36. The acts and/or practices of the Defendants were taken intentionally, in that they were taken with an intent to injure the Plaintiff or with a reckless disregard as to the Plaintiff's rights.

EIGHTH COUNT: KLC v. Wesleyan, Whaley and Roth: Tortious Interference with Business Expectancies

1-33. Paragraphs 1-33 of the Sixth Count are hereby made Paragraphs 1-33 of this Eighth Count, as if more fully set forth herein.

34-40. Paragraphs 18-24 of the Second Count are hereby made Paragraphs 34-40 of this Eighth Count, as if more fully set forth herein.

41. Defendants have tortiously interfered with the business expectancies of the Plaintiff KLC based on the foregoing facts and based on the following:

a. At all times relevant to this complaint, Defendants have been aware that, by virtue of its status as Program Housing, DKE House generates income to the Plaintiff KLC in the form of payments it receives from Wesleyan students who are DKE House residents;

b. By suspending DKE House from Program Housing, Defendants have intentionally interfered with Plaintiff KLC's earnings from providing housing to Wesleyan students;

c. Defendants' above-described conduct is tortious based on one or more of the following:

1. Defendants misrepresented to the Plaintiff KLC the actions it was required to take so that DKE House could continue its participation in Program Housing during the 2015-2016 academic year;

2. Defendants' suspension of DKE House from Program Housing because it houses only male residents violates the promises made by Defendant Wesleyan to its students, including the Plaintiffs DKE, Cuzner and Ingraham, as more particularly described above;

3. Defendants' actions in suspending DKE from Program Housing and in imposing its "co-education" requirement on DKE are motivated by Defendants' desire to appropriate for Wesleyan's benefit student fees for housing which would otherwise be received by Plaintiff KLC;

4. Defendants' actions in suspending DKE from Program Housing and in imposing its "co-education" requirement on DKE are motivated by Defendants' desire to drive out DKE House and the Plaintiff DKE from the Wesleyan campus;

5. The aforesaid acts on the part of the Defendants violate the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. Sec. 42a-110b *et seq.* as more fully described herein.

d. As a result of the foregoing, Plaintiff KLC will incur substantial monetary losses.

NINTH COUNT: KLC and DKE v. Wesleyan: Breach of Contract

1-40. Paragraphs 1-40 of the Eighth Count are hereby made Paragraphs 1-40 of this Ninth Count, as if more fully set forth herein.

41. The foregoing actions on the part of the Defendant Wesleyan constitute a breach of contract in one or more of the following ways:

a. Wesleyan's refusal to permit DKE and its members to reside as male fraternity brothers in single-sex housing, while it permits all of the above groups such choice of residence constitutes a breach of the promises set forth above, including but not limited to its promise that it will not discriminate on the basis of sex;

b. Wesleyan breached its promise to include DKE House in its Program Housing despite Plaintiff KLC's compliance with the conditions imposed by Wesleyan for such inclusion.

TENTH COUNT: KLC and DKE v. Wesleyan: Breach of the Covenant of Good Faith and Fair Dealing

1-41. Paragraphs 1-41 of the Ninth Count are hereby made Paragraphs 1-41 of this Tenth Count, as if more fully set forth herein.

42. The aforesaid actions on the part of the Defendant constitute a breach the covenant of good faith and fair dealing in that Defendant acted to deprive Plaintiffs of their rights to receive promised benefits by refusing to honor its commitment to them under its contract.

ELEVENTH COUNT: KLC and DKE v. Wesleyan: Promissory Estoppel

1-40. Paragraphs 1-40 of the Eighth Count are hereby made Paragraphs 1-40 of this Eleventh Count, as if more fully set forth herein.

41. Based on the foregoing facts, Defendant made clear and definite promises to the Plaintiff KLC, which Defendant should reasonably have expected to induce reliance by the Plaintiffs and on which Plaintiffs did rely such that injustice can be avoided only by enforcing said promises.

**TWELFTH COUNT: KLC and DKE v. Wesleyan, Whaley and Roth:
Negligent Misrepresentation**

1-40. Paragraphs 1-40 of the Eighth Count are hereby made Paragraphs 1-40 of this Twelfth Count, as if more fully set forth herein.

41. Based on the foregoing, Defendant has made false representations of fact to the Plaintiff KLC, upon which said Plaintiff justifiably relied to its detriment, and failed to exercise reasonable care or competence in obtaining and/or communicating the information it supplied.

PLAINTIFFS

By: 
Kathleen Eldergill
For Beck & Eldergill, P.C.

RETURN DATE : MARCH 17, 2015 : SUPERIOR COURT

KENT LITERARY CLUB OF :
WESLEYAN UNIVERSITY AT :
MIDDLETOWN, GAMMA : J.D OF MIDDLESEX
PHI CHAPTER OF DKE AT :
WESLEYAN, ZAC CUZNER and :
TUCKER INGRAHAM : AT MIDDLETOWN

VS. :

WESLEYAN UNIVERSITY, MICHAEL :
S. ROTH and MICHAEL J. WHALEY : FEBRUARY 19, 2015

DEMAND FOR RELIEF

Wherefore, Plaintiffs claim:

1. An order requiring Defendant Wesleyan to rescind its suspension of Program Housing status for DKE House for the 2015-2016 academic year, so that Plaintiffs Cuzner and Ingraham and current members of the Plaintiff DKE may be permitted to apply for residence at the DKE House in the course of Wesleyan's current housing selection process;
2. Compensatory damages under common law;
3. Compensatory damages, punitive damages and reasonable attorneys' fees and costs pursuant to Conn. Gen. Stat. Sec. 42a-110g;
4. Specific performance requiring the Defendant Wesleyan to include DKE House as an option in its offering of Program Housing;

5. Such other relief as this Court seems just and proper.

Plaintiffs claim monetary damages in an amount:

- less than \$2,500.00;
- \$2,500 or more, but less than \$15,000.00;
- \$15,000.00 or more exclusive of interest and costs;

This is not a contract action based upon an express or implied promise to pay a definite sum.

PLAINTIFFS

By: _____


Kathleen Eldergill
For Beck & Eldergill, P.C.



OFFICE OF RESIDENTIAL LIFE

WELCOME

Wesleyan Home — Office of Residential Life — Mission Statement

OFFICE INFORMATION

UNDERGRADUATE HOUSING

GRADUATE HOUSING

SUMMER HOUSING

FACULTY AND ACADEMIC PARTNERSHIPS

POLICIES AND PROCEDURES

STUDENT STAFF

MISSION STATEMENT

Promoting responsible, inclusive, learning communities

Working in partnership with students and collaboratively with other members of the Wesleyan Community, the Office of Residential Life strives to provide a safe and supportive residential environment which complements and extends the educational experience of students. Student-centered programs and services are developed and implemented with an emphasis on holistic individual and community development, student leadership, individual responsibility, advocacy of academic inquiry, and freedom of thought, opinion and expression in the spirit of mutual respect. These are the hallmarks of the Wesleyan residential experience, and provide the essential foundation for a quality liberal arts education within a diverse and dynamic community.

WESLEYAN UNIVERSITY

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STUDENTS

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PARENTS



OFFICE OF RESIDENTIAL LIFE

WELCOME

OFFICE INFORMATION

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- Community Based Living Program Housing
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- Trash and Recycling WestHome
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- Housing Selection Timeline

GRADUATE HOUSING

SUMMER HOUSING

FACULTY AND ACADEMIC PARTNERSHIPS

POLICIES AND PROCEDURES

STUDENT STAFF

[Wesleyan Home](#) → [Office of Residential Life](#) → [Undergraduate Housing](#)

UNDERGRADUATE HOUSING

Welcome to the Undergraduate Housing website for the Office of Residential Life at Wesleyan University! Wesleyan University is a four-year residential campus. The residence halls, apartments, and houses here at Wesleyan University are at the center of students' academic and social lives. By living on campus, students will have a tremendous opportunity for growth and personal development outside the classroom. The Office of Residential Life is committed to creating a living community that will support and foster personal development and leadership. Through interaction with other students and residence staff, students will build relationships with others from a variety of backgrounds and interests.

Undergraduate students are required to live on campus all four years. The variety of housing available to students allows them the opportunity to choose increasingly more independent living options as they progress through their time at Wesleyan.

Please feel free to look through our numerous housing options, and do not hesitate to call the Office of Residential Life at 860-685-3550 if you have any questions.



OFFICE OF RESIDENTIAL LIFE

WELCOME

[Wesleyan Home](#) — [Office of Residential Life](#) — [Undergraduate Housing](#) — [Program Housing](#)

OFFICE INFORMATION

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 - Housing Selection
 - Housing Selection Timeline

GRADUATE HOUSING

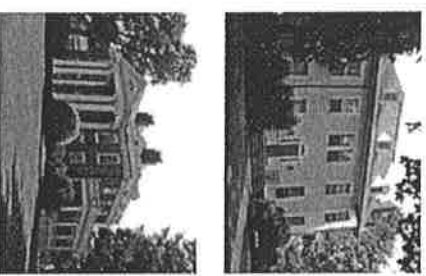
SUMMER HOUSING

FACULTY AND ACADEMIC PARTNERSHIPS

POLICIES AND PROCEDURES

STUDENT STAFF

PROGRAM HOUSING



Program Housing is a unique living option offered to upperclassmen at Wesleyan. It gives students the opportunity to live collectively in a house or hall, fraternity or society, based on shared hobbies, experiences, cultural interests and identities. It also supports the creation of interwoven communities of interest that otherwise would not be as connected. Many program houses are not only used to an academic department or student organization, but also very often provide outreach to the greater Middletown community. The primary goal of each Program House is to provide unique educational and cultural, campus inclusive programming. Each Program House maintains a direct connection to a Faculty or Staff Advisor who assists with student and house/campus program development.

The following is a list of the Program House/fall & Fraternity/Society Faculty and Staff Advisors as well as House Managers. For more specific information on house missions and programs as well as floor plans, or to contact a House Advisor or House Manager, you may click on the links below.

Program House	House Advisor	House Manager
AAA House	Stephanie Ponsavady, Romance Languages and Literatures Amy Tang, English/American Studies	Jason Wangsadinata
Art House	Kate TenEyck, Art & Art History	Rachel Day
Buddhist House	TBD	Leo Grossman
Chinese House	Xiaomiao Zhu, Asian Languages and Literatures	Simon Chen
Community Service House	Makaela Kingsley, Patricelli Center for Social Entrepreneurship	Alex Drexler
Earth House	Jennifer Kleindienst (Sustainability Coordinator), Finance and Administration	Sophie Zinser
Farm House	Loi Guen, Philosophy	Anna Redgrave
Full House	Stephanie Ponsavady, Romance Languages and Literatures	Sofia Taylor
German Haus	Iris Bork-Goldfield, German Studies	Toys Koomplee
International House	Indira Karamcheti, English	Aarit Ahuja
	Alice Hadler, Writing Programs/Office of International Student Affairs	
La Casa	Marina Melendez, Office of Student Affairs/Dean's Office	Vicky Ramos
Lighthouse	Persephone Hall, Career Center	Shada Sinclair
Malcolm X House	Andrea Kelly, Admissions	Jasmine Mack
Music House	Noah Baerman, Music	Matt Chilton
Open House	Margot Weiss, Anthropology	Ben Romero
Out House	Suzanne O'Connell, Earth & Environmental Sciences	Erin McGrath
Russian House	Priscilla Meyer, Russian, East European, and Eurasian Studies	Gillian Rochkind
Sign Language House	Karen Warren, Information Technology Services	Trinity Russell
The Bayit	Rabbi David Teva, Chaplains/Office of Spiritual Life	Sonya Levine
Turath House	Abderrahman Aissa, Classical Studies Department	Nisha Grewal
Well Being House	Tanya Purdy, Health Education Program	Kehan Zhou
Womanist House	Reverend Tracy Mehr-Muska, Chaplains/Office of Spiritual Life	Aura Ochoa
Women of Color House	Amy Tang, English	Alaya Lyons

Women of Color House	Amy Tang, English	Alyra Lyons
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Program Hall	House Advisor	House Manager
Film Hall	Kora Shin, Admissions	Will McShee
French Hall	Christine Lalonde, Romance Languages & Literatures	Yaelin Hong
Japanese Hall	NaHo Maruta, East Asian Studies	Josephine Ho
Science Hall	Ered Cohen, Biology	Yun Ju Chuang

Fraternity/Society	House Advisor	House Manager
Alpha Delt	Ethan Koenigding, Qin Library	Malavika Krishnan
DKE	Norman Shapiro, Romance Languages & Literatures	TJ Blackburn
Eclectic	Jordan Kraemer, Center for the Humanities	Saarim Zaman
Psi U	TBD	Thor Lichtenstein

On a semesterly basis, the Office of Residential Life works with the Undergraduate Residential Life Committee (URLC), a subcommittee of the Wesleyan Student Assembly's Student Affairs Committee, to formally evaluate Program Housing in order to ensure that the needs and expectations of residents within our communities are being met. Program House applications are available each spring semester during our housing selection process for residents interested in living in a Program House for the following academic year.

WESLEYAN UNIVERSITY

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 Middletown, CT 06459
 860-685-2000

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RESOURCES

- Human Resources
- Information Technology Services
- Student Accounts
- Residential Life
- Office of Equity & Inclusion
- Career Center
- Offices & Services
- International at Wesleyan

FIND IT

- Employment
- Directions
- Give
- Apply
- Athletics
- Center for the Arts
- Visit Wesleyan
- Wesconnect
- WESU 88.1 FM

TOOLS

- Portfolio
- Directory
- Library
- OneStop
- Calendar
- Maps
- WFS
- Moodle
- EMS
- Capps

CONNECT WITH US



ITUNES U

VIDEO @ WESLEYAN

PROGRAM HOUSING

OFFICE OF RESIDENTIAL LIFE



Delta Kappa Epsilon



276 High Street

The true mission of Delta Kappa Epsilon (DKE) Gamma Phi Chapter at Wesleyan University is to bring young persons together to make lifelong friendships, accept roles or responsibility, and to maintain a standard of conduct in the highest order. This conduct coincides with the advancement and encouragement of intellectual excellence and of personal knowledge. The development of a spirit of tolerance and respect for the rights and views of others with dignity, self-respect, and moral basis. It is the responsibility of Delta Kappa Epsilon to provide an environment where these ideals can be discovered, formulated, and attained for the greater good of the Gamma Phi Chapter and of the entire Wesleyan University community.

Floor Plans

- [Not available](#)

Applications

PROGRAM HOUSING

OFFICE OF RESIDENTIAL LIFE



Turath House



73 Pearl Street

Turath is an Arabic word meaning heritage. The mission of the house is to allow any student who identifies as Arab or Middle Eastern, as well as Muslim students of all ethnicities and nationalities, to empower themselves and maintain and reclaim their identities. First and foremost, Turath provides a space for Arab, Middle Eastern and Muslim students to articulate their views and express and affirm their culture and religion without fear of harassment and discrimination. In addition it acts as the focal point of Arab, Middle Eastern and Muslim cultural and religious activities on campus, a support network, and as a representative voice of the communities. All students interested in learning about and celebrating Arab, Middle Eastern and Muslim cultures are welcome in Turath.

Floor Plans

- [Turath House, 1st Floor](#)
- [Turath House, 2nd Floor](#)

Applications

PROGRAM HOUSING

OFFICE OF RESIDENTIAL LIFE



Women of Color House



227 Pine Street

Created in 1990, Women of Color House is a safe place for all who are committed to women of color issues on campus, a place where students can come together to share cultures and experiences, to learn about others, and to gain support. The Women of Color House is the heart of the Women of Color Collective. The house serves as a resource and a meeting place for women of color on campus. The Women of Color House enables communication by serving as a social area for members of various communities, and has served to enhance the learning of other members of the Wesleyan community.

Lead Paint Disclosure

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. The pamphlet may be viewed at: <http://www.hud.gov/officel/lead/litxrv/enforce.html#ford>. The University recognizes that any housing built prior to 1978 may contain lead-based paint and/or lead-based paint hazards. By accepting your housing contract, you are affirming that you have reviewed the pamphlet "Protect Your Family from Lead in Your Home."

All Wesleyan housing was built before 1978 with the exception of the following: Bennett Hall, Fawcett Apartments, 19 Fountain Avenue, 20 Fountain Avenue, 25 Fountain Avenue, 231 Pine Street, and 14 Warren Street.

Lead Paint Reports for 227 Pine Street

Floor Plans

- 1st floor
- 2nd floor

Applications

PROGRAM HOUSING

OFFICE OF RESIDENTIAL LIFE



Womanist House



44 Brainerd Avenue

Womanist House exists as a safe space for students who are committed to the issues of Wesleyan women, regardless of race, class, sex, sexual orientation, or cultural background. Within and outside of the house, the members of the Womanist House work to promote awareness of and dialogue about women's issues in the greater Wesleyan community and Middletown. Womanist House respects and supports its members whether or not they feel comfortable with the label "feminist" in recognition of the fact that feminism comes in many forms and that it does not speak to the experience of all women as it currently exists.

Lead Paint Disclosure

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All Wesleyan housing was built before 1978 with the exception of the following: Barnet Hall, Fauser Apartments, 19 Fountain Avenue, 20 Fountain Avenue, 25 Fountain Avenue, 231 Pine Street, and 14 Warren Street.

Lead Paint Reports for 44 Brainerd

Floor Plans

- 1st floor
- 2nd floor

Applications

PROGRAM HOUSING

OFFICE OF RESIDENTIAL LIFE



Open House



154 Church Street

Open House is a safe space for Lesbian, Gay, Bisexual, Transgender, Transsexual, Queer, Questioning, Flexual, Asexual, Genderfuck, Polyamorous, Bondage/Disciple, Dominance/Submission, Sadism/Masochism (LGBT/QO/FAG/PBDSM) communities and for people of sexually or gender dissident communities. The goals of Open House include generating interest in a celebration of queer life from the social to the political to the academic. Open House works to create a Wesleyan community that appreciates the variety and vivacity of gender, sex and sexuality.

Lead Paint Disclosure

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All Wesleyan housing was built before 1978 with the exception of the following: Barnett Hall, Fawcett Apartments, 19 Fountain Avenue, 20 Fountain Avenue, 25 Fountain Avenue, 231 Pine Street, and 14 Warren Street.

[Lead Paint Reports for 154 Church Street](#)

Floor Plans

- [1st floor](#)
- [2nd floor](#)

Applications

PROGRAM HOUSING

OFFICE OF RESIDENTIAL LIFE



Malcolm X House



345 High Street

Malcolm X House is a residence for Wesleyan students who wish to live in an environment dedicated to the exploration and celebration of the cultural heritage of the African Diaspora, both for themselves and for the larger Wesleyan community. The House is responsible for organizing an annual event commemorating Malcolm X during Black History Month. Residents honor the best of a tradition set by the Vanguard Class of 1969, stressing the importance of togetherness while respecting each other's diverse backgrounds. The House serves as the communal safe-space not only for the student-of-color groups on campus, but also for groups interested in advocating learning and positive communal unity.

Lead Paint Disclosure

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All Wesleyan housing was built before 1978 with the exception of the following: Bennet Hall, Fawcett Apartments, 19 Fountain Avenue, 20 Fountain Avenue, 25 Fountain Avenue, 231 Pine Street, and 14 Warren Street

Floor Plans

- [lower level](#)
- [1st floor](#)
- [2nd floor](#)

Applications

PROGRAM HOUSING

OFFICE OF RESIDENTIAL LIFE



Light House



210 Cross Street (Relocated from 230 Washington Street for Fall 2014)

Our house provides an open-minded Christian presence on campus and strives to improve understanding and communication among students about Christianity. In addition, we aim to create a safe environment to discuss and practice the faith for Christians and non-Christians. We accomplish the above by providing educational opportunities, serving the Wesleyan and broader Middletown community, and participating in social awareness and justice activities

Lead Paint Disclosure

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All Wesleyan housing was built before 1978 with the exception of the following: Bennet Hall, Fauser Apartments, 19 Fountain Avenue, 20 Fountain Avenue, 25 Fountain Avenue, 231 Pine Street, and 14 Warren Street.

Floor Plans

- [1st & 2nd Floor](#)
- [Check with the Office of Residential Life in North College.](#)

Applications

PROGRAM HOUSING

OFFICE OF RESIDENTIAL LIFE



La Casa de Albizu Campos

240 Washington Street

La Casa de Abizu Campos, named after the founder of the Nationalist Party of Puerto Rico, aims to serve as a resource on issues pertaining to the Latino culture by hosting social, educational, traditional, and political events on campus. Through this mission, La Casa strengthens, supports, and builds community among Latino students, while bridging the cultural gap between Latino students and the Wesleyan community.



Lead Paint Disclosure

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All Wesleyan housing was built before 1978 with the exception of the following: Barnet Hall, Falmer Apartments, 19 Fountain Avenue, 20 Fountain Avenue, 25 Fountain Avenue, 231 Pine Street, and 14 Warren Street.

[Lead Paint Reports for 240 Washington Street](#)

Floor Plans

- [1st floor](#)
- [2nd floor](#)
- [3rd floor](#)

Applications

PROGRAM HOUSING

OFFICE OF RESIDENTIAL LIFE



Asian / Asian-American House

107 High Street

Asian/Asian American House (AAA) is an open place for all members of the Wesleyan community to cultivate a continual awareness and interest of Asian and Asian American histories, literature, tradition, contemporary experiences, and concerns. The members of AAA cooperate to identify and redefine their individual experiences through the resources of their housemates and the house itself. Recognizing its legacy as an institution that was gained through the struggles of those who came before, AAA House will provide a safe space for the Wesleyan community to organize, reflect, communicate, and act. AAA House will build solidarity and a stronger community base of Asian/Asian Americans and broaden the sense of solidarity with other people of color.



Lead Paint Disclosure
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All Wesleyan housing was built before 1978 with the exception of the following: Bennett Hall, Fauver Apartments, 19 Fountain Avenue, 20 Fountain Avenue, 25 Fountain Avenue, 231 Pine Street, and 14 Warren Street.

Lead Paint Reports for 107 High Street

Floor Plans

- [1st Floor](#)
- [2nd Floor](#)

[Applications](#)