

JOAN M. GILMER
CIRCUIT CLERK
ST. LOUIS COUNTY CIRCUIT COURT
7900 CARONDELET AVENUE
CLAYTON, MISSOURI 63105 -1766

SPECIAL NEEDS: If you have special needs addressed by the American With Disabilities Act, please notify the Circuit Clerk's Office at 314/615-8029, Fax 314/615-8739, or TTY 314/615-4567, at least three business days in advance of the court proceeding.

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

CASE NUMBER: 12SL-CC00741
TIFFANY ANN NEUSTAEDTER
VS

COURT DATE: SEPTEMBER 4, 2013
COURT TIME: 09:00 AM
DIVISION: DIV14

WEBSTER UNIVERSITY

THE ABOVE CAUSE IS SET FOR A SETTLEMENT CONFERENCE AT THE DATE, TIME AND DIVISION INDICATED ABOVE. TRIAL LAWYERS AND CLIENTS MUST BE PRESENT. FAILURE TO APPEAR AS DIRECTED MAY RESULT IN THE IMPOSITION OF SANCTIONS.

JOAN M. GILMER, CIRCUIT CLERK
August 15, 2012



12SL-CC00741 DIV14
ANDREW W. KUHLMANN
7646 WATSON ROAD
ST. LOUIS, MO 63119

JOAN M. GILMER
CIRCUIT CLERK
ST. LOUIS COUNTY CIRCUIT COURT
7900 CARONDELET AVENUE
CLAYTON, MISSOURI 63105 -1766

SPECIAL NEEDS: If you have special needs addressed by the American With Disabilities Act, please notify the Circuit Clerk's Office at 314/615-8029, Fax 314/615-8739, or TTY 314/615-4567, at least three business days in advance of the court proceeding.

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JOAN M. GILMER, CIRCUIT CLERK
August 15, 2012



12SL-CC00741 DIV14
DENNIS C DONNELLY
211 N. BROADWAY, #3600
ST. LOUIS, MO 63102-2733

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

2012 AUG -8 PM 4: 12

TIFFANY ANN NEUSTAEDTER,

Plaintiff,

-VS.-

WEBSTER UNIVERSITY, *et al.*

Defendants.

Cause No. 12SL-CC00741

Division: 1

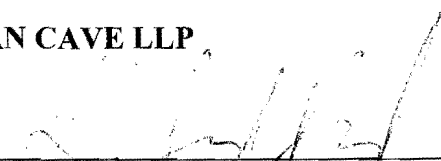
JURY TRIAL REQUESTED

CERTIFICATE OF SERVICE

Counsel certifies that a true and correct copy of Defendant's Answers to First Request for Production of Documents Directed to Defendant Webster University have been delivered to counsel of record on Wednesday, August 8, 2012.

Respectfully submitted,

BRYAN CAVE LLP

By: 

Dennis C. Donnelly #19613

Michael P. Burke # 22182

L. Jared Boyd #60838

One Metropolitan Square

211 North Broadway, Suite 3600

St. Louis, Missouri 63102

(314) 259-2000 (telephone)

(314) 259-2020 (facsimile)

dcdonnelly@bryancave.com

jared.boyd@bryancave.com

COUNSEL FOR WEBSTER UNIVERSITY, et al.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing document was sent via e-mail, and U.S. Mail on this 8th day of August, 2012.

BRYAN CAVE LLP

By: 

Dennis C. Donnelly #19613
Michael P. Burke # 22182
L. Jared Boyd #60838
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, Missouri 63102
(314) 259-2000 (telephone)
(314) 259-2020 (facsimile)
dcdonnelly@bryancave.com
jared.boyd@bryancave.com

Attorneys for Defendants

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

TIFFANY ANN NEUSTAEDTER,

Plaintiff,

-vs.-

WEBSTER UNIVERSITY, *et al.*

Defendants.

Cause No. 12SL-CC00741

Division: 1

JURY TRIAL REQUESTED

CERTIFICATE OF SERVICE

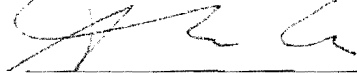
On August ~~26~~², 2012, I served the following:

1. Plaintiff's Answers and Objections to Defendants' First Interrogatories to Plaintiff, and
2. Plaintiff's Responses and Objections to Defendants' First Set of Requests for Production by US Mail, postage prepaid, upon the following:

Mr. Dennis C. Donnelly
Bryan Cave LLP
One Metropolitan Square, Suite 3600
211 North Broadway
St. Louis, MO 63102.
dcdonnelly@bryancave.com.

Dated: August 2, 2012

Respectfully submitted,



Andrew W. Kuhlmann #58963
KUHLMANN LLC
7646 Watson Road
Saint Louis, Missouri 63119
Telephone: (314) 621-3267
Facsimile: (314) 627-5970
andrew@kuhlmannfirm.com



Andrew W. Kuhlmann
Attorney at Law
Licensed in Missouri and Illinois

August 2, 2012

Ms. Joan Gilmer
Saint Louis County Circuit Clerk
County Courts Building
7900 Carondelet Avenue
Clayton, Missouri 63105

Re: Neustaedter v. Webster University, et al.
Cause Number: 12SL-CC00741

Dear Ms. Gilmer:

Enclosed for filing please find an original and one copy of the following:

(1) Certificate of Service

Kindly return a file-stamped copy in the enclosed, self-addressed stamped envelope. If you have any questions, please call me at 314-621-3267.

Very truly yours,

Andrew W. Kuhlmann

2017 AUG -3 PM 4: 04

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clerk thirty (30) days later—on **September 23, 2013**, if the motion for summary judgment is filed on the dispositive motion deadline—and any reply brief shall be filed with the Clerk fifteen (15) days after the memorandum in opposition is filed—on **October 11, 2013**, if the memorandum in opposition is filed on **September 23, 2013**.

5. The parties believe that the date by which this case should be reasonably ready for trial is ~~November 11, 2013~~.

6. Any motion to exclude testimony will be filed with the clerk no later than 10 days before the trial date.

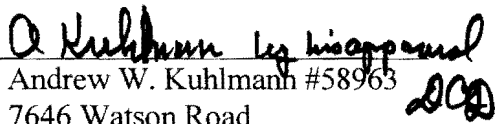
7. The parties believe the estimated length of time to try the case to verdict is five to ten (5-10) days.

Dated: August 3, 2012

Respectfully submitted,

Kuhlmann LLC


By:


Andrew W. Kuhlmann #58963
7646 Watson Road
St. Louis, Missouri 63119
(314) 621-3267 (telephone)
(314) 627-5970 (facsimile)
Andrew@kuhlmannfirm.com

Attorney for Plaintiff

Bryan Cave LLP

By:


Dennis C. Donnelly #19613
Michael P. Burke # 22182
L. Jared Boyd #60838
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, Missouri 63102
(314) 259-2000 (telephone)
(314) 259-2020 (facsimile)
dcdonnelly@bryancave.com
jared.boyd@bryancave.com

Attorneys for Defendants

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

2012 AUG -3 PM 4: 04

TIFFANY ANN NEUSTAEDTER,)

Plaintiff,)

v.)

Case No. 12SL-CC00741

WEBSTER UNIVERSITY, DAVID CARL)

WILSON, GARY CLARK, and)

JILL M. STULCE,)

Defendants.)

Division 14

JOINT MOTION FOR APPROVAL OF THE
JOINT PROPOSED SCHEDULING PLAN SUBMITTED
BY THE PARTIES HEREIN

COME NOW, Plaintiff, Tiffany Ann Neustaedter ("Plaintiff"), and Defendants, Webster University, David Carl Wilson, Gary Clark and Jill M. Stulce ("Defendants") and request the Court approve and enter the Joint Proposed Scheduling Plan attached hereto pursuant to the Local Rules and hereby move for the entry of the attached Joint Proposed Scheduling Plan that has been agreed to by all of the parties in order to facilitate the due processes of the course of litigation in this matter.

SO ORDERED:

Kristine Kerr
Circuit Court Judge

Date: _____

Respectfully Submitted,

Kuhlmann LLC

By: *A. Kuhlmann by his approval*
Andrew W. Kuhlmann #58963
7646 Watson Road
St. Louis, Missouri 63119
(314) 621-3267 (telephone)
(314) 627-5970 (facsimile)
Andrew@kuhlmannfirm.com

Attorney for Plaintiff

Bryan Cave LLP

By: *Dennis C. Donnelly*
Dennis C. Donnelly #19613
Michael P. Burke # 22182
L. Jared Boyd #60838
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, Missouri 63102
(314) 259-2000 (telephone)
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dcdonnelly@bryancave.com
jared.boyd@bryancave.com

Attorneys for Defendants

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

2012 AUG -3 PM 4: 05

TIFFANY ANN NEUSTAEDTER,

Plaintiff,

v.

WEBSTER UNIVERSITY, DAVID CARL
WILSON, GARY CLARK, and
JILL M. STULCE,

Defendants.

Case No. 12SL-CC00741

Division 14

PROTECTIVE ORDER

Upon consideration of the Joint Motion for a Protective Order concerning certain information and documents which will or may be provided in the above-referenced matter by plaintiff Tiffany Ann Neustaedter ("Neustaedter") to defendants Webster University, David Carl Wilson, Gary Clark, and Jill Stulce, ("Defendants"), by the Defendants to Neustaedter, and/or by third parties, it appearing to the Court that sufficient cause exists for the issuance of a Protective Order,

IT IS HEREBY ORDERED as follows:

1. The kinds of information and documents that the parties may designate as "Confidential" include student records or information, personnel records or information pertaining to Plaintiff and/or individuals who are not parties to this action, third party documents or information, and documents or information pertaining to bidding processes where competitive or proprietary information of third parties maybe implicated, and any documents which pertain to the historical or actual results of or to the future strategic, geographic, fiscal, or academic planning of the university.

2. In accordance with the provisions set forth below, the Court intends that information and documents produced, obtained or exchanged in the course of this action shall be used by the party to whom such documents are produced, obtained or exchanged solely for the purpose of this lawsuit and for no other purpose.

3. Any documents produced by or exchanged between Neustaedter and the University pursuant to discovery requests or pre-trial disclosures and/or any information contained in responses to Interrogatories, Requests for Admissions, and/or Requests for Production of Documents or in any other discovery, including but not limited to deposition testimony and deposition exhibits, which either party believes in good faith is of a proprietary and/or confidential nature, may be designated as "Confidential." All documents and information so designated and all copies thereof (hereinafter referred to collectively as "the Confidential Information"), shall be treated as confidential and shall not be disclosed except as provided in this Order; provided, however, that counsel for the party designating information as Confidential may, in writing and without Court approval, agree to release any of the Confidential Information from the requirements of this Order; and provided further that nothing in this Order shall prevent any party from challenging the designation of any document as Confidential.

4. Any party may designate a document as Confidential pursuant to the terms of this Order by affixing to the first page thereof a stamp with the legend "Confidential" or may, in the alternative, by written notice provided within twenty (20) days of said document's production inform counsel for the non-designating party that the document is to be treated as Confidential Information. All documents shall be treated as Confidential Information during this twenty (20) day period.

5. Confidential Information shall be produced only to counsel of record in this action, each of whom is bound by the terms of this Order.

6. Neither the Confidential Information nor its contents shall be disclosed to any other person without the agreement of the party designating information as Confidential, except that counsel may, without further agreement, disclose the Confidential Information or its contents to the following persons for use solely in connection with this action under the following conditions:

- a. Any party, attorney, legal assistant, or other employee of either party who has a need to handle the Confidential Information under normal office procedure;
- b. Experts or consultants retained by the parties with respect to this action;
- c. Any person from whom testimony has been taken or is reasonably expected to be taken in this action (whether by deposition or at trial);
- d. Plaintiff and any person who is an officer, director, employee, or representative of Defendant (or any one of them), who has a legitimate need to know the contents of Confidential Information in the context of this litigation;
- e. This Court and its staff; and
- f. Any court reporters present in their official capacity at any hearing, deposition, or other proceeding in this action.

7. In the event that a named party in this action (or a named party's representative) shows or gives access to Confidential Information, or information derived therefrom, to a person referred to in subparagraphs 6(b) and 6(c), counsel for that named party shall inform such a person that he or she is bound by the terms of this Protective Order.

8. Either party may also designate a portion of a deposition as Confidential Information by notifying the other party in writing within twenty (20) days of receipt of the transcript of the portions that are designated Confidential. All depositions shall be treated as Confidential Information during this twenty (20) day period.

9. Confidential Information shall be used solely for the purpose of prosecution or defense of this action, and such documents may be used, consistent with the terms of this Order, in pretrial discovery, motions and at the trial or preparation for trial and any appeals of this action. The use of Confidential Information at trial, in motions or at depositions shall not be deemed a waiver of this Order.

10. This Order has no effect upon, and its scope shall not extend to, any party's use of its own Confidential Information.

11. Producing or receiving materials or otherwise complying with the terms of this Order shall not:

a. Operate as an admission by any party that any particular discovery material contains or reflects any Confidential Information; or

b. Prejudice in any way the rights of any party to object to the production of documents it considers not subject to discovery or otherwise protected from or limited in discovery on the basis of privilege or otherwise; or

c. Prejudice in any way the rights of a party to seek a court determination whether particular discovery materials should be produced; or

d. Prejudice in any way the rights of a party to apply to the Court for any additional protection with respect to the confidentiality of documents or information as that party may consider appropriate.

12. The Confidentiality provisions of this Order shall survive any settlement, judgment or other disposition or conclusion of this action, and all appeals therefrom unless otherwise ordered by this Court. At the conclusion of this litigation, including any appeals which may be filed, each party will return to the other all confidential documents, including copies, received from the other during the course of this litigation unless otherwise ordered by this Court.

13. Either party may at any time and for any reason seek modification of this Protective Order. This Protective Order can be modified only by written agreement of the parties or by Order of this Court. Each party reserves the right to object to any party's motion or request to modify this Protective Order.

SO ORDERED:



Kristine Kerr
Circuit Court Judge

DATE: August 6, 2012

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JOHN W. LEE
ORDINARY COUNCIL

1. The parties agree that entry of the attached Protective Order is necessary to protect the privacy of the parties' confidential information as well as confidential personnel of non-parties, which is a privacy interest that Missouri law recognizes as a fundamental right. *See State ex rel. Delmar Gardens North Operating LLC v. Gaertner*, 239 S.W.3d 100 (Mo. 2007) ("Missouri recognizes a right of privacy in personnel records that should not be disregarded or dismissed."); *State ex rel. Crowden v. Dandurand*, 970 S.W.2d 340, 341 (Mo. 1998) ("Employees have a fundamental right of privacy in employment records").

2. The parties agree further that Defendants possess an interest in preserving the privacy of its employees who are not parties to this action and in preserving the confidentiality of its confidential educational records and business information.

3. The parties agree that the Court should enter the attached proposed Protective Order, which requires that the documents produced and discovery otherwise obtained in this case be used only in connection with the litigation of this case and mandates that each party destroy such Confidential Information be returned to the producing party upon the completion of this case, including any appeals.

WHEREFORE, for the foregoing reasons, Plaintiff and Defendants jointly request that the Court enter the Protective Order attached hereto and grant any further and other relief the Court deems just and proper.

Dated: August 3, 2012

Respectfully submitted,

Kuhlmann LLC

By: *A. Kuhlmann by his approval*
Andrew W. Kuhlmann #58903
7646 Watson Road
St. Louis, Missouri 63119
(314) 621-3267 (telephone)
(314) 627-5970 (facsimile)
Andrew@kuhlmannfirm.com

Attorney for Plaintiff

Bryan Cave LLP

By: *Dennis C. Donnelly*
Dennis C. Donnelly #19613
Michael P. Burke # 22182
L. Jared Boyd #60838
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, Missouri 63102
(314) 259-2000 (telephone)
(314) 259-2020 (facsimile)
dcdonnelly@bryancave.com
jared.boyd@bryancave.com

Attorneys for Defendants

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

TIFFANY ANN NEUSTAEDTER,

Plaintiff,

v.

WEBSTER UNIVERSITY, DAVID CARL
WILSON, GARY CLARK, and
JILL M. STULCE,

Defendants.

Case No. 12SL-CC00741

Division 14

FILED
DIV JUN - 5 2012 14
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

NOTICE TO TAKE DEPOSITION

TO: Andrew W. Kuhlmann

WITNESS TO BE DEPOSED: **Tiffany Ann Neustaedter**

DATE AND TIME: July 24, 2012 at 9:00 a.m.

PLACE OF DEPOSITION: Law Office of Kuhlmann LLC
7646 Watson Road
St. Louis, MO 63119

PLEASE TAKE NOTICE that on the above date, hour and place the undersigned shall cause the deposition of the above witness to be taken upon oral examination and pursuant to Missouri Federal Rules of Civil Procedure before a shorthand reporter and suitable notary public and the witness is requested to bring with her any and all documents which support her claims in this lawsuit.

BRYAN CAVE LLP

By: *Dennis C. Donnelly*
Dennis C. Donnelly, MO Bar #19613
One Metropolitan Square, Suite 3600
211 North Broadway
St. Louis, MO 63102-2750
Telephone: (314) 259-2000
Facsimile: (314) 259-2020

Attorneys for Defendants
WEBSTER UNIVERSITY,
DAVE CARL WILSON, GARY CLARK and
JILL M. STULCE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was placed in the United States Mail, postage prepaid, on this 31ST day of May, 2012 to:

Andrew W. Kuhlmann
Kuhlmann LLC
7646 Watson Road
St. Louis, MO 63119

Attorney for Plaintiff



CLERK OF
ST. LOUIS COUNTY
MAY 24 PM 1:38
JACQUELINE GILMER
CIRCUIT CLERK

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

TIFFANY ANN NEUSTAEDTER,

Plaintiff,

-vs.-

WEBSTER UNIVERSITY, *et al.*

Defendants.

Cause No. 12SL-CC00741

Division: 1

JURY TRIAL REQUESTED

PLAINTIFF’S MOTION FOR MORE DEFINITE STATEMENT AND MOTION TO STRIKE DEFENDANTS’ AFFIRMATIVE DEFENSES

Plaintiff Tiffany Neustaedter, (“Plaintiff”), pursuant to Missouri Supreme Court Rule 55.27(e), moves the Court for an Order granting Plaintiff’s for More Definite Statement and Motion to Strike Affirmative Defenses. Defendants have asserted several affirmative defenses without mention of the facts which might establish that Defendants are entitled to any such defenses in contravention of Missouri Supreme Court Rule 55.08. In support of this Motion, Plaintiff states as follows:

SUGGESTIONS IN SUPPORT

I. DEFENDANTS’ AFFIRMATIVE DEFENSES ARE MERE LEGAL CONCLUSIONS, UNSUPPORTED BY FACTS.

“Missouri is not a ‘notice pleading’ state.” *ITT Commercial Fin. Corp. v. Mid-Am. Marine Supply Corp.* 854 S.W.2d 371, 379 (Mo. banc 1993). “Given a clear opportunity in 1942 to adopt the federal system of notice pleading, the General Assembly purposefully avoided this approach...” *Id.* As such, “[w]here the federal courts now use *discovery* to identify the triable issues, such has always been the role of the *pleadings* in Missouri.” *Id.* at 380 (citing *Conley v. Gibson*, 355 U.S. 41 (1957) (emphasis in original)). Similarly, “[w]here federal courts now use *discovery* to identify the facts upon which the plaintiff’s claim rests, such has always been the



KUHLMANN^{LLC}

CLERK OF
ST. LOUIS COUNTY

Andrew W. Kuhlmann
Attorney at Law
Licensed in Missouri and Illinois

12 MAY 24 PM 1:38

JOAN M. GILMER
CIRCUIT CLERK

May 23, 2012

Ms. Joan Gilmer
Saint Louis County Circuit Clerk
County Courts Building
7900 Carondelet Avenue
Clayton, Missouri 63105

Re: Neustaedter v. Webster University, et al.
Cause Number: 12SL-CC00741

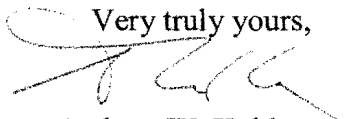
Dear Ms. Gilmer:

Enclosed for filing please find an original and one copy of the following:

(1) Motion for More Definite Statement.

Kindly return a file-stamped copy in the enclosed, self-addressed stamped envelope. If you have any questions, please call me at 314-621-3267.

Very truly yours,



Andrew W. Kuhlmann

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

TIFFANY ANN NEUSTAEDTER,

Plaintiff,

v.

WEBSTER UNIVERSITY, DAVID CARL
WILSON, GARY CLARK, and
JILL M. STULCE,

Defendants.

Case No. 12SL-CC00741

Division 14

FILED

MAY 21 2012

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

DEFENDANTS' ANSWER TO PLAINTIFF'S PETITION

COME NOW defendants Webster University, David Carol Wilson, Gary Clark, and Jill M. Stulce and by their counsel submit their Answer to the plaintiff's Petition.

1. Defendants are without sufficient knowledge as to the allegations contained in paragraph 1 of plaintiff's Petition and therefore deny same.
2. Defendants admit the allegations contained in paragraph 2 of plaintiff's Petition.
3. Defendant David Carl Wilson admits the allegations contained in paragraph 3 of plaintiff's Petition.
4. Defendant Gary Clark admits the allegations contained in paragraph 4 of plaintiff's Petition.
5. Defendant Jill M. Stulce admits the allegations contained in paragraph 5 of plaintiff's Petition.
6. Defendants are without sufficient knowledge as to the averments underlying the allegations contained in paragraph 6 and therefore deny same.
7. Defendants are without sufficient knowledge as to the averments underlying the allegations contained in paragraph 7 and therefore deny same.
8. Defendants admit the allegations contained in paragraph 8 of plaintiff's Petition.

9. Defendants are without sufficient knowledge as to the averments underlying the allegations contained in paragraph 9 and therefore deny same.

10. Defendants deny the allegations contained in paragraph 10 of plaintiff's Petition.

11. Defendants are without sufficient knowledge as to the averments underlying the allegations contained in paragraph 11 and therefore deny same.

12. Defendants deny that they owe a fiduciary duty to students, including plaintiff. Defendants admit they owe whatever legal duties are construed to be due and owing to students in any of its curricula. Defendants deny that plaintiff was ever subjected to any unfair, arbitrary, discriminatory, retaliatory enforcement of the University's policies. Defendants assert plaintiff was treated fairly and that the University's employees discharged their duties and responsibilities fairly and adequately. In other respects, defendants deny the allegations contained in paragraph 12 of plaintiff's Petition.

13. Defendants admit the allegations contained in Paragraph 13 of Plaintiff's Petition.

14. Defendants admit the allegations contained in Paragraph 14 of Plaintiff's Petition.

15. Defendants admit the allegations contained in Paragraph 15 of Plaintiff Petition.

16. Defendants are without sufficient knowledge as to the accuracy of the averments contained in paragraph 16 of the plaintiff's Petition and therefore deny same.

17. Defendants are without sufficient knowledge as to the accuracy of the averments contained in paragraph 17 of the plaintiff's Petition and therefore deny same

18. Defendants deny the averments contained in paragraph 18 of plaintiff's Petition.

19. Defendants are without sufficient knowledge as to the accuracy or truthfulness of the averments contained in paragraph 19 of plaintiff's Petition and therefore deny same.

20. Defendants admit the averments contained in Paragraph 20 of Plaintiff's petition.

21. Defendants admit the averments contained in Paragraph 21 of the Plaintiff's Petition.

22. Defendants admit that defendant Stulce sent a warning letter to plaintiff regarding her receipt of a grade in the summer Pharmacology III course on or about August 8, 2009. Defendant's

August 8, 2009 letter speaks for itself. Defendants are without sufficient knowledge as to the factual averments, conclusions, and information and beliefs otherwise asserted by the plaintiff in paragraph 22 and deny all other averments contained therein.

23. Defendants admit that the program Director may have met with the Plaintiff and thereafter communicated with her in writing. In this particular degree course, usually a first grade of B- results in counseling and a first grade of C results in a letter of Warning. As to any other averments in Paragraph 23 of Plaintiff's Petition, Defendants deny same.

24. Defendants admit the averments set out in Paragraph 24 of Plaintiff's Petition.

25. Defendants admit the averments set out in Paragraph 25 of Plaintiff's Petition.

26. Defendants are without sufficient knowledge as to accuracy of the averments set out in Paragraph 26 of Plaintiff's Petition and therefore deny same.

27. Defendants deny the averments set out in Paragraph 27 of Plaintiff's Petition.

28. Defendants deny the averments set out in Paragraph 28 of Plaintiff's Petition.

29. Defendants deny the averments set out in Paragraph 29 of Plaintiff's Petition.

30. Defendants deny the averments set out in Paragraph 30 of Plaintiff's Petition.

31. Defendants deny the averments set out in Paragraph 31 of Plaintiff's Petition.

32. Defendants state that Plaintiff was verbally informed of her "restricted status" and further defendants deny all the other averments set out in Paragraph 32 of Plaintiff's Petition.

33. Defendants deny the averments set out in Paragraph 33 of Plaintiff's Petition.

34. Defendants deny the averments set out in Paragraph 34 of Plaintiff's Petition.

35. Defendants deny the averments set out in Paragraph 35 of Plaintiff's Petition.

36. Defendants deny the averments set out in Paragraph 36 of Plaintiff's Petition.

37. Defendants assert that the averments set out in Paragraph 37 of Plaintiff's Petition are vague and ambiguous as to time and the description of substantive events and therefore denies same.

38. Defendants assert that clinical evaluations of students such as Plaintiff are regularly received both orally and in writing. As to any other averments contained in Paragraph 38 of Plaintiff's Petition, Defendants deny same.

39. Defendants deny the allegations contained in paragraph 39 of plaintiff's Petition.

40. Defendants deny the allegations contained in paragraph 40 of plaintiff's Petition.

41. Defendants state that judicial hearing was neither offered nor warranted. As to all other averments set out in paragraph 41 of plaintiff's Petition, Defendants deny same.

42. Defendants are unable to ascertain precisely what the plaintiff means by her reference to "educational environment free from harassment"; but Defendants deny that she was ever subjected to harassment of any kind. Defendants admit that plaintiff had the right to be free from harassment and discrimination. Defendants deny that plaintiff was ever treated discriminatorily or arbitrarily and deny that defendants unreasonably or otherwise interfered with her educational experience.

43. Defendants deny the allegations contained in paragraph 43 of plaintiff's Petition and state the plaintiff was reasonably informed during her matriculation with respect to her educational performance and standing consistent with any representations in the student Handbook.

44. Defendants deny that plaintiff was denied any rights which she had to utilize disciplinary procedures or grievance procedures available to her and as set forth in the Defendant University's policies. In all other respects defendants deny the allegations contained in paragraph 44 of plaintiff's Petition.

45. Defendants deny that the University or any of the individual defendants ever denied the plaintiff due process or substantive rights as outlined in any University Handbook or applicable policies.

46. Defendants deny the averments set out in Paragraph 46 of Plaintiff's Petition.

COUNT I

47. Defendants restate and incorporate herein all of the responses to paragraphs 1 through 46 as alleged herein.

48. Defendants admit the allegations contained in paragraph 48.

49. Defendants assert that the predicates for Plaintiff's successful completion of her graduate program are manifold and involve the successful clinical rotations and ultimately the demonstration of skill and knowledge sufficient to earn the approbation and confidence of all of her evaluators both clinically and in class room work, which she did not. As to any other averments contained in Paragraph 49 of Plaintiff's Petition, Defendants deny same.

50. Defendants state that the University agreed to provide an opportunity for plaintiff to matriculate through the curriculum and to achieve scores and evaluations demonstrating that she had the adequate skills and abilities to successfully complete the curriculum as outlined by her advisors.

51. Defendants state that the averments in Paragraph 51 of Plaintiff's Petition are too vague and ambiguous to formulate a precise response and therefore deny same.

52. Defendants deny that any defendant breached any agreement which may have existed between the University and plaintiff and defendants deny that plaintiff performed all of her obligations under whatever agreement or agreements existed between the parties.

53. Defendants deny that the University breached any agreement that might have existed between the plaintiff and the University in any way.

54. Defendants deny that the University breached any agreement with respect to the plaintiff.

55. Defendants deny the allegations contained in paragraph 55 of plaintiff's Petition and deny that plaintiff is entitled to any of the relief sought in the WHEREFORE clause in the plaintiff's Petition.

COUNT II

56. Defendants restate and reallege all of its responses to paragraph 1 through 55 of the plaintiff's Petition.

57. Defendants deny the averments contained in paragraph 57 of plaintiff's Petition.

58. Defendants deny the allegations contained in paragraph 58 of plaintiff's Petition.

59. Defendants deny the allegations contained in paragraph 59 of plaintiff's Petition.

60. Defendants deny the allegations contained in paragraph 60 of plaintiff's Petition.

61. Defendants deny the allegations contained in paragraph 61 of plaintiff's Petition.

62. Defendants deny the allegations contained in paragraph 62 of plaintiff's Petition.

63. Defendants deny the allegations contained in paragraph 63 of plaintiff's Petition and deny that plaintiff is entitled to any of the damages sought in the WHEREFORE clause stated thereafter.

64. Defendants deny the allegations contained in paragraph 64 of plaintiff's Petition and reallege and reincorporate their responses heretofore submitted above.

65. Defendants admit that Webster University provided the plaintiff with a Handbook(s) which plaintiff, by virtue of her status as a student, had access to the various websites which recited the University's policies and procedures. Defendants deny the plaintiff was entitled to conferences and counseling of her choice. Defendants deny that the University in any way interfered with the plaintiff's opportunity to matriculate successfully through her courses and curriculum. Defendants further deny that plaintiff's evaluations were other than objective; and deny her evaluations were arbitrary or capricious, unreasonable or in retaliation for any personal relationship in which she may have been engaged. In all other respects defendants deny the allegations contained in paragraph 65 of plaintiff's Petition.

66. The allegation contained in paragraph 66 of plaintiff's Petition is indecipherable and therefore defendants deny same.

67. Defendants deny the allegations contained in paragraph 67 of plaintiff's Petition.

68. Defendants deny the allegations contained in paragraph 68 of plaintiff's Petition.

69. Defendants deny the allegations contained in paragraph 69 of plaintiff's Petition.

70. Defendants deny the allegations contained in paragraph 70 of plaintiff's Petition and in the WHEREFORE section set out thereafter and further deny that plaintiff is entitled to any of the monies which she claims in paragraph 70 and the WHEREFORE clause.

COUNT III

71. Defendants reassert and incorporate all of the responses to the paragraphs 1 through 70 above and deny the allegations contained in paragraph 71 of plaintiff's Petition.

72. Defendants admit that the Missouri law is interpreted and applied by the courts of the State of Missouri and in all other respects deny the allegations in paragraph 72 of plaintiff's Petition.

73. Defendants admit that the Missouri law is interpreted and applied by the courts of the State of Missouri and in all other respects deny the allegations in paragraph 73 of plaintiff's Petition.

74. Defendants admit that the Missouri law is interpreted and applied by the courts of the State of Missouri and in all other respects deny the allegations in paragraph 74 of plaintiff's Petition.

75. Defendants deny the allegations contained in paragraph 75 of plaintiff's Petition.

76. Defendants deny the allegations contained in paragraph 76 of plaintiff's Petition.

77. Defendants deny the allegations contained in paragraph 77 of plaintiff's Petition and the remedies sought in the WHEREFORE clause following paragraph 77 and defendants further deny that plaintiff is entitled to the relief sought in paragraph 77 and the WHEREFORE clause following.

COUNT IV

78. Defendants reassert and reallege all of the responses set forth in paragraphs 1 through 77 above and further deny the allegations contained in paragraph 78 of plaintiff's Petition.

79. Defendants deny the allegations contained in paragraph 79 of plaintiff's Petition.

80. Defendants deny the allegations contained in paragraph 80 of plaintiff's Petition.

81. The allegations contained in paragraph 81 of plaintiff's Petition are indecipherable and therefore defendants deny those allegations.

82. The allegations contained in paragraph 82 are indecipherable and therefore defendants deny those allegations.

83. Defendants deny the allegations contained in paragraph 83 of plaintiff's Petition and the WHEREFORE clause next following.

COUNT V

84. Defendants reallege and reincorporate in paragraph 84 of plaintiff's Petition all of the responses to paragraphs 1 through 83 of plaintiff's Petition and further defendants deny the allegations contained in paragraph 84 of plaintiff's Petition.

85. Defendants admit that the Missouri state law is reflected in the Missouri Statutes including section 407.020 as revised by the Missouri Legislature from time to time. In all other respects defendants deny the allegations contained in paragraph 85 of plaintiff's Petition.

86. Defendants admit that the Missouri state law is reflected in the Missouri Statutes including section 407.020 as revised by the Missouri Legislature from time to time. In all other respects defendants deny the allegations contained in paragraph 86 of plaintiff's Petition.

87. Defendants admit that the Missouri state law is reflected in the Missouri Statutes including section 407.020 as revised by the Missouri Legislature from time to time. In all other respects defendants deny the allegations contained in paragraph 87 of plaintiff's Petition.

88. Defendants deny the allegations contained in paragraph 88 of plaintiff's Petition.

89. Defendants deny the allegations contained in paragraph 89 of plaintiff's Petition including subparagraphs (a) through (f).

90. Defendants deny the allegations contained in paragraph 90 of plaintiff's Petition.

91. Defendants deny the allegations contained in paragraph 91 of plaintiff's Petition.

92. Defendants deny the allegations contained in paragraph 92 of plaintiff's Petition and the WHEREFORE clause thereafter and deny that plaintiff is entitled to any of relief claimed in her Petition and in the WHEREFORE clause.

Having fully answered defendants respectfully request that the court dismiss the plaintiff's Petition and award the defendant its costs in this matter.

AFFIRMATIVE DEFENSES

Come now defendants and for their affirmative defenses state the following:

1. As an affirmative defense, defendants assert that Plaintiff's Petition fails to state a claim upon which relief can be granted.

2. As an affirmative defense, Defendants assert the damages allegedly suffered by plaintiff has no causal relationship or connection with any act or omission by defendants in that, to the extent plaintiff has suffered any damages, plaintiff's own conduct, actions and omissions, and inadequate demonstration of practice skills were causes of her alleged damages.

3. As an affirmative defense, defendants reserve the right to assert any additional defenses which discovery or other investigation may reveal to be appropriate.

4. As an affirmative defense, defendants assert all action or non-actions of defendants were based upon legitimate nondiscriminatory reasons.

5. As an affirmative defense, defendants aver that all of their actions and decisions with respect to the plaintiff's curriculum and course work were at all times taken but in good faith and for legitimate academic, curricular and professional reasons.

6. As an affirmative defense, defendants assert that plaintiff's claims are barred and/or limited, in whole or in part, because the alleged losses and/or damages, if any, sustained by plaintiff are too speculative and uncertain in that plaintiff had no legal entitlement to any contract or guarantee that she would be entirely successful in academic pursuit.


7 As an affirmative defense, defendants assert that plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, estoppel, laches, ratification and consent.

WHEREFORE, defendants deny that plaintiff is entitled to any relief as a result of the allegations set forth in plaintiff's Petition. Defendants request that judgment be awarded in their

favor and that they be awarded costs and disbursements incurred in this action, including attorneys' fees, and such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

BRYAN CAVE LLP

By: 

Dennis C. Donnelly, MO Bar #19613

L. Jared Boyd, MO Bar #60838

Travis R. Kearbey, MO Bar #58964

One Metropolitan Square, Suite 3600

211 North Broadway

St. Louis, MO 63102-2750

Telephone: (314) 259-2000

Facsimile: (314) 259-2020

Attorneys for Defendants

WEBSTER UNIVERSITY,

DAVE CARL WILSON, GARY CLARK and

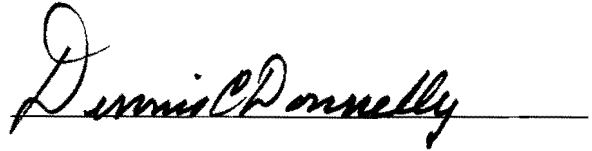
JILL M. STULCE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was placed in the United States Mail, postage prepaid, on this 31st day of May, 2012 to:

Andrew W. Kuhlman
Kuhlmann LLC
7646 Watson Road
St. Louis, MO 63119

Attorney for Plaintiff

_____

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

TIFFANY ANN NEUSTAEDTER,)	
)	
Plaintiff,)	
)	
v.)	Case No. 12SL-CC00741
)	
WEBSTER UNIVERSITY, DAVID CARL)	Division 14
WILSON, GARY CLARK, and)	
JILL M. STULCE,)	
)	
Defendants.)	

**DEFENDANTS' REQUEST FOR ADDITIONAL TIME WITHIN WHICH
TO MOVE, PLEAD OR OTHERWISE ANSWER**

COME NOW defendants and by their Counsel, Dennis C. Donnelly, request additional time to and including May 21st within which to Move, Plead or otherwise Answer to Plaintiff's 92 paragraph Petition.

Defendants state they have contacted counsel for plaintiff on May 11th, 2012 and he does not object to this additional time to and including May the 21st within which Defendants may Move, Plead or otherwise Answer.

Respectfully Submitted,

BRYAN CAVE LLP

By: *Dennis C. Donnelly*
Dennis C. Donnelly, MO Bar #19613
One Metropolitan Square, Suite 3600
211 North Broadway
St. Louis, MO 63102-2750
Telephone: (314) 259-2000
Facsimile: (314) 259-2020

**LEAVE GRANTED TO AND
INCLUDING May 21st, 2012**

SO ORDERED

Kristine Kerr 5-14-12
Honorable Kristine Kerr
Circuit Judge

Attorneys for Defendants
WEBSTER UNIVERSITY,
DAVE CARL WILSON, GARY CLARK and
JILL M. STULCE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was placed in the United States Mail, postage prepaid, on this _____ day of May, 2012 to:

Andrew W. Kuhlmann
Kuhlmann LLC
7646 Watson Road
St. Louis, MO 63119

Attorney for Plaintiff

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

TIFFANY ANN NEUSTAEDTER,)	
)	
Plaintiff,)	
)	
v.)	Case No. 12SL-CC00741
)	
WEBSTER UNIVERSITY, DAVID CARL)	Division 14
WILSON, GARY CLARK, and)	
JILL M. STULCE,)	
)	
Defendants.)	

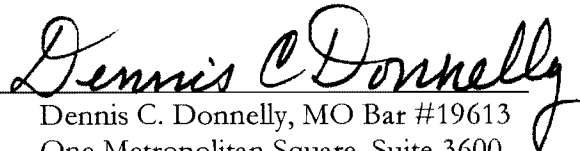
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TO MOVE, PLEAD OR OTHERWISE ANSWER**

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Defendants state they have contacted counsel for plaintiff on May 11th, 2012 and he does not object to this additional time to and including May the 21st within which Defendants may Move, Plead or otherwise Answer.

Respectfully Submitted,

BRYAN CAVE LLP

By: 
Dennis C. Donnelly, MO Bar #19613
One Metropolitan Square, Suite 3600
211 North Broadway
St. Louis, MO 63102-2750
Telephone: (314) 259-2000
Facsimile: (314) 259-2020

**LEAVE GRANTED TO AND
INCLUDING May 21st, 2012**

SO ORDERED

 5-14-12
**Honorable Kristine Kerr
Circuit Judge**

Attorneys for Defendants
WEBSTER UNIVERSITY,
DAVE CARL WILSON, GARY CLARK and
JILL M. STULCE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was placed in the United States Mail, postage prepaid, on this _____ day of May, 2012 to:

Andrew W. Kuhlmann
Kuhlmann LLC
7646 Watson Road
St. Louis, MO 63119

Attorney for Plaintiff

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

TIFFANY ANN NEUSTAEDTER,)	
)	
Plaintiff,)	
)	
v.)	Case No. 12SL-CC00741
)	
WEBSTER UNIVERSITY, DAVID CARL)	Division 14
WILSON, GARY CLARK, and)	
JILL M. STULCE,)	
)	
Defendants.)	


**DEFENDANTS' REQUEST FOR ADDITIONAL TIME WITHIN WHICH
TO MOVE, PLEAD OR OTHERWISE ANSWER**

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Defendants state they have contacted counsel for plaintiff on May 11th, 2012 and he does not object to this additional time to and including May the 21st within which Defendants may Move, Plead or otherwise Answer.

Respectfully Submitted,

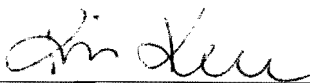
BRYAN CAVE LLP

By: 

Dennis C. Donnelly, MO Bar #19613
One Metropolitan Square, Suite 3600
211 North Broadway
St. Louis, MO 63102-2750
Telephone: (314) 259-2000
Facsimile: (314) 259-2020

**LEAVE GRANTED TO AND
INCLUDING May 21st, 2012**

SO ORDERED


**Honorable Kristine Kerr
Circuit Judge**

5-14-12

Attorneys for Defendants
WEBSTER UNIVERSITY,
DAVE CARL WILSON, GARY CLARK and
JILL M. STULCE

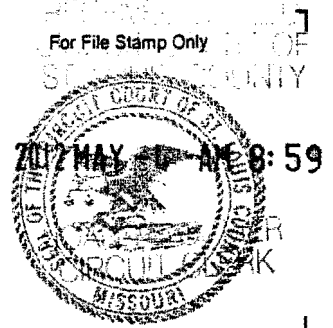
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was placed in the United States Mail, postage prepaid, on this _____ day of May, 2012 to:

Andrew W. Kuhlmann
Kuhlmann LLC
7646 Watson Road
St. Louis, MO 63119

Attorney for Plaintiff

In the
CIRCUIT COURT
Of St. Louis County, Missouri



Tiffany Ann Newstader 5/4/12
Plaintiff Date
12SLCC00741
vs. Case Number
Webster University 14
Defendant Division

ASSIGNMENT ORDER

- ☐ **ASSIGNMENT TO ASSOCIATE CIRCUIT JUDGE**
Pursuant to Local Rule 6.1, case assigned/reassigned to Division _____ for hearing and determination on the record under practices and procedures applicable before Circuit Judges; record to be made by electronic recording device.
- ☐ **POST CONVICTION RELIEF MOTION**
Pursuant to Local Rule 67.7, case assigned/reassigned to Division _____ for hearing and determination.
- ☒ **ASSIGNMENT TO CIRCUIT JUDGE**
Case assigned/reassigned to Division 14 for hearing and determination.
- ☐ **CASE SET FOR HEARING**
Case set for hearing on _____, 201____, at _____ A.M./P.M.

SO ORDERED:

Maura B. McShane
Hon. Maura B. McShane
Presiding Judge Dw2

JOAN M. GILMER
CIRCUIT CLERK
ST. LOUIS COUNTY CIRCUIT COURT
7900 CARONDELET AVENUE
CLAYTON, MISSOURI 63105 -1766

SPECIAL NEEDS: If you have special needs addressed by the American With Disabilities Act, please notify the Circuit Clerk's Office at 314/615-8029, Fax 314/615-8739, or TTY 314/615-4567, at least three business days in advance of the court proceeding.

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

CASE NUMBER: 12SL-CC00741
TIFFANY ANN NEUSTAEDTER

VS

WEBSTER UNIVERSITY

THE ABOVE STYLED CAUSE HAS BEEN REASSIGNED AT RANDOM TO DIVISION 14, BY ORDER OF THE PRESIDING JUDGE, FOR HEARING AND DETERMINATION.

JOAN M. GILMER, CIRCUIT CLERK
May 3, 2012



12SL-CC00741 CCRA
DENNIS C DONNELLY
STE 3600
211 N. BROADWAY
ST. LOUIS, MO 63102

JOAN M. GILMER
CIRCUIT CLERK
ST. LOUIS COUNTY CIRCUIT COURT
7900 CARONDELET AVENUE
CLAYTON, MISSOURI 63105 -1766

SPECIAL NEEDS: If you have special needs addressed by the American With Disabilities Act, please notify the Circuit Clerk's Office at 314/615-8029, Fax 314/615-8739, or TTY 314/615-4567, at least three business days in advance of the court proceeding.

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

CASE NUMBER: 12SL-CC00741
TIFFANY ANN NEUSTAEDTER

VS

WEBSTER UNIVERSITY

THE ABOVE STYLED CAUSE HAS BEEN REASSIGNED AT RANDOM TO DIVISION 14, BY ORDER OF THE PRESIDING JUDGE, FOR HEARING AND DETERMINATION.

JOAN M. GILMER, CIRCUIT CLERK
May 3, 2012



12SL-CC00741 CCRA
ANDREW W. KUHLMANN
7646 WATSON RD
ST. LOUIS, MO 63119

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

TIFFANY ANN NEUSTAEDTER,

Plaintiff,

-vs.-

WEBSTER UNIVERSITY, *et al.*

Defendants.

Cause No. 12SL-CC00741

Division: 1

JURY TRIAL REQUESTED

CERTIFICATE OF SERVICE

On April 25, 2012, I served the following:

1. Plaintiff's First Interrogatories to Defendant Webster University, and
2. Plaintiff's First Requests for Production to Defendant Webster University via

email in MS Word format, and by US Mail, postage prepaid, upon the following:

Mr. Dennis C. Donnelly
Bryan Cave LLP
One Metropolitan Square, Suite 3600
211 North Broadway
St. Louis, MO 63102.
dcdonnelly@bryancave.com.

Dated: April 26, 2012

Respectfully submitted,



Andrew W. Kuhlmann #58963

KUHLMANN LLC

7646 Watson Road

Saint Louis, Missouri 63119

Telephone: (314) 621-3267

Facsimile: (314) 627-5970

andrew@kuhlmannfirm.com



Andrew W. Kuhlmann
Attorney at Law
Licensed in Missouri and Illinois

April 26, 2012

Ms. Joan Gilmer
Saint Louis County Circuit Clerk
County Courts Building
7900 Carondelet Avenue
Clayton, Missouri 63105

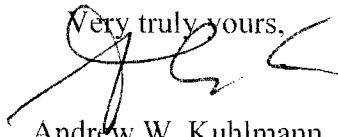
***Re: Neustaedter v. Webster University, et al.
Cause Number: 12SL-CC00741***

Dear Ms. Gilmer:

Enclosed for filing please find an original and one copy of the following:

(1) Certificate of Service.

Kindly return a file-stamped copy in the enclosed, self-addressed stamped envelope. If you have any questions, please call me at 314-621-3267.

Very truly yours,

Andrew W. Kuhlmann

2012 APR 18 PM 4: 18

JOANNE C. BROWN
CIRCUIT CLERK

Case No. 12SL-CC00741

V.

Division 1

**DEFENDANTS' ENTRY OF APPEARANCE AND
REQUEST FOR ADDITIONAL TIME TO MOVE,
PLEAD OR OTHERWISE ANSWER**

Counsel for Defendants contacted counsel for Plaintiff on April 10, 2012 and he stated Plaintiff does not object to Defendant's Motion for Additional Time.

BRYAN CAVE LLP

By: Dennis C. Donnelly
Dennis C. Donnelly, MO Bar #19613
One Metropolitan Square, Suite 3600
211 North Broadway
St. Louis, MO 63102-2750
Telephone: (314) 259-2000
Facsimile: (314) 259-2020

Attorneys for Defendants
WEBSTER UNIVERSITY,
DAVE CARL WILSON, GARY CLARK and
JILL M. STULCE

3840403.1

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Entry of Appearance and request for additional time has been sent via email to Andrew@kuhlmannfirm.com and a copy was also placed in the United States Mail, postage prepaid, on this 18th day of April, 2012 to:

Andrew W. Kuhlman
Kuhlmann LLC
7646 Watson Road
St. Louis, MO 63119

Attorney for Plaintiff

Dennis Donnelly

3/22 11:22

march 19th

on medical leave
of absence per HR 3/22/12

36
P2



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: ROBERT S COHEN	Case Number: 12SL-CC00741
Plaintiff/Petitioner: TIFFANY ANN NEUSTAEDTER	Plaintiff's/Petitioner's Attorney/Address ANDREW W. KUHLMANN 7646 WATSON ROAD ST. LOUIS, MO 63119
Defendant/Respondent: WEBSTER UNIVERSITY	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	

ST. LOUIS COUNTY
Sheriff's Office
2012 MAR 12 AM 9:11
(Date File Stamp)

Summons in Civil Case

The State of Missouri to: GARY CLARK Gr. Fl. Med. leave
Alias: PUGH
470 EAST LOCKWOOD AVENUE
SAINT LOUIS, MO 63119

COURT SEAL OF

ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

09-MAR-2012
Date

Further Information:
TLC

Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☒ other Non Est. on medical leave of absence 3/22/12

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Kevin Pugh
Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

My commission expires: _____ (date) _____ Notary Public

Sheriff's Fees, if applicable

Summons	\$	
Non Est	\$	
Sheriff's Deputy Salary		
Supplemental Surcharge	\$	10.00
Mileage	\$	(_____ miles @ \$ _____ per mile)
Total	\$	

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

3/22 11:22

'c w/

March 19th

36
P2



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Betsy (HR mgr)

2.

Judge or Division: ROBERT S COHEN	Case Number: 12SL-CC00741
Plaintiff/Petitioner: TIFFANY ANN NEUSTAEDTER	Plaintiff's/Petitioner's Attorney/Address ANDREW W. KUHLMANN 7646 WATSON ROAD ST. LOUIS, MO 63119
Defendant/Respondent: WEBSTER UNIVERSITY	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	

ST. LOUIS COUNTY
SHERIFF'S OFFICE

2012 MAR 12 AM 9:15

(Date File Stamp)

Summons in Civil Case

MAR-12 2012

The State of Missouri to: WEBSTER UNIVERSITY

470 EAST LOCKWOOD AVE
ST LOUIS, MO 63119-3194

Alias:

SERVE REGISTERED AGENT
DR ELIZABETH J STROBLE

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

09-MAR-2012
Date

Further Information:
TLC

Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years.
☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to

Betsy

(name)

HR Manager

(title)

☐ other

Served at Same (address)

in St. Louis (County/City of St. Louis), MO, on 3/22/12 (date) at 11:22 am (time).

Kevin Pugh

Printed Name of Sheriff or Server

Kevin Pugh

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on (date).

(Seal)

My commission expires: Date

Notary Public

Sheriff's Fees, if applicable

Summons \$
Non Est \$
Sheriff's Deputy Salary
Supplemental Surcharge \$ 10.00
Mileage \$ (miles @ \$. per mile)
Total \$

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

3/22 11:22

March 19th

P.S.

36
P.

IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: ROBERT S COHEN	Case Number: 12SL-CC00741
Plaintiff/Petitioner: TIFFANY ANN NEUSTAEDTER	Plaintiff's/Petitioner's Attorney/Address ANDREW W. KUHLMANN 7646 WATSON ROAD ST. LOUIS, MO 63119
Defendant/Respondent: WEBSTER UNIVERSITY	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	

St. Louis County
Sherriff's Office

MAR 12 AM 9:00

(Date File/Stamp)

Summons in Civil Case

The State of Missouri to: DAVID CARL WILSON

214 E

470 EAST LOCKWOOD AVENUE
SAINT LOUIS, MO 63119

Alias:

PUGH K
214 E

SB 04-8

MAR 12 2012

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

09-MAR-2012

Date

Further Information:
TLC

Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☒ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years.
☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to

(name) (title).

☐ other

Served at Same (address)

in St. Louis (County/City of St. Louis), MO, on 3/22/12 (date) at 11:22 (time).

Kevin Pugh
Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on (date).

My commission expires: Date Notary Public

Sheriff's Fees, if applicable

Summons \$

Non Est \$

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ (miles @ \$. per mile)

Total \$

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

3/22 11:22 3/23 9:50

March 19th
19

P.S.

81



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: ROBERT S COHEN	Case Number: 12SL-CC00741
Plaintiff/Petitioner: TIFFANY ANN NEUSTAEDTER	Plaintiff's/Petitioner's Attorney/Address ANDREW W. KUHLMANN 7646 WATSON ROAD ST. LOUIS, MO 63119
Defendant/Respondent: WEBSTER UNIVERSITY	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	

St. Louis County
Sheriff's Office
MAR 12 AM 11:50
(Date File Stamp)

Summons in Civil Case

MAR 12 2012

The State of Missouri to: JILL M STULCE 6.F. web Hall 15
Alias: PUGHK - JB 4-8
470 EAST LOCKWOOD AVENUE
SAINT LOUIS, MO 63119

COURT SEAL OF

ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

09-MAR-2012
Date

Further Information:
TLC

Jean P. Delaney
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☒ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other _____

Served at Same _____ (address)
in St. Louis (County/City of St. Louis), MO, on 3/23/12 (date) at 9:50 am (time).
Kevin Pugh Printed Name of Sheriff or Server *Kevin Pugh* Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal) Subscribed and sworn to before me on _____ (date).
My commission expires: _____ Date _____ Notary Public _____

Sheriff's Fees, if applicable

Summons	\$	_____
Non Est	\$	_____
Sheriff's Deputy Salary		
Supplemental Surcharge	\$	10.00
Mileage	\$	_____ (_____ miles @ \$ _____ per mile)
Total	\$	_____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: ROBERT S COHEN	Case Number: 12SL-CC00741
Plaintiff/Petitioner: TIFFANY ANN NEUSTAEDTER	Plaintiff's/Petitioner's Attorney/Address ANDREW W. KUHLMANN 7646 WATSON ROAD ST. LOUIS, MO 63119
Defendant/Respondent: WEBSTER UNIVERSITY	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons in Civil Case

The State of Missouri to: WEBSTER UNIVERSITY	
470 EAST LOCKWOOD AVE ST LOUIS, MO 63119-3194	Alias: SERVE REGISTERED AGENT DR ELIZABETH J STROBLE
<div>COURT SEAL OF</div> <div></div> <div>ST. LOUIS COUNTY</div>	<p>You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.</p> <div>09-MAR-2012 Date</div> <div> Clerk</div>
Further Information: TLC	

Sheriff's or Server's Return	
Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.	
I certify that I have served the above summons by: (check one)	
<input type="checkbox"/> delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.	
<input type="checkbox"/> leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years.	
<input type="checkbox"/> (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).	
<input type="checkbox"/> other _____	
Served at _____ (address)	
in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).	
_____ Printed Name of Sheriff or Server	_____ Signature of Sheriff or Server
Must be sworn before a notary public if not served by an authorized officer:	
(Seal)	Subscribed and sworn to before me on _____ (date).
My commission expires: _____	_____ Notary Public

Sheriff's Fees, if applicable	
Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	
Supplemental Surcharge	\$ 10.00
Mileage	\$ _____ (_____ miles @ \$. _____ per mile)
Total	\$ _____
A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.	



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: ROBERT S COHEN	Case Number: 12SL-CC00741
Plaintiff/Petitioner: TIFFANY ANN NEUSTAEDTER	Plaintiff's/Petitioner's Attorney/Address ANDREW W. KUHLMANN 7646 WATSON ROAD ST. LOUIS, MO 63119
Defendant/Respondent: WEBSTER UNIVERSITY	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons in Civil Case

<p>The State of Missouri to: DAVID CARL WILSON Alias: 470 EAST LOCKWOOD AVENUE SAINT LOUIS, MO 63119</p> <p>COURT SEAL OF ST. LOUIS COUNTY</p>	<p>You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.</p> <p>09-MAR-2012 Date</p> <p>Further Information: TLC</p> <p> Clerk</p>
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<p>Sheriff's or Server's Return</p> <p>Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.</p> <p>I certify that I have served the above summons by: (check one)</p> <p><input type="checkbox"/> delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.</p> <p><input type="checkbox"/> leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years.</p> <p><input type="checkbox"/> (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).</p> <p><input type="checkbox"/> other _____</p> <p>Served at _____ (address)</p> <p>in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).</p> <p>_____ Printed Name of Sheriff or Server</p> <p>_____ Signature of Sheriff or Server</p> <p>Must be sworn before a notary public if not served by an authorized officer:</p> <p>(Seal) Subscribed and sworn to before me on _____ (date).</p> <p>My commission expires: _____ Date Notary Public</p>	
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<p>Sheriff's Fees, if applicable</p> <p>Summons \$ _____</p> <p>Non Est \$ _____</p> <p>Sheriff's Deputy Salary</p> <p>Supplemental Surcharge \$ 10.00</p> <p>Mileage \$ _____ (_____ miles @ \$. _____ per mile)</p> <p>Total \$ _____</p> <p>A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.</p>	
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IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: ROBERT S COHEN	Case Number: 12SL-CC00741
Plaintiff/Petitioner: TIFFANY ANN NEUSTAEDTER	Plaintiff's/Petitioner's Attorney/Address ANDREW W. KUHLMANN 7646 WATSON ROAD ST. LOUIS, MO 63119
Defendant/Respondent: WEBSTER UNIVERSITY	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	(Date File Stamp)


Summons in Civil Case

The State of Missouri to: GARY CLARK

Alias:

470 EAST LOCKWOOD AVENUE
SAINT LOUIS, MO 63119

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

09-MAR-2012
Date

Further Information:
TLC

[Signature]
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal) Subscribed and sworn to before me on _____ (date).

My commission expires: _____ Date _____ Notary Public _____

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$. _____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: ROBERT S COHEN	Case Number: 12SL-CC00741
Plaintiff/Petitioner: TIFFANY ANN NEUSTAEDTER	Plaintiff's/Petitioner's Attorney/Address ANDREW W. KUHLMANN 7646 WATSON ROAD ST. LOUIS, MO 63119
Defendant/Respondent: WEBSTER UNIVERSITY	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons in Civil Case

<p>The State of Missouri to: JILL M STULCE Alias: 470 EAST LOCKWOOD AVENUE SAINT LOUIS, MO 63119</p> <p>COURT SEAL OF ST. LOUIS COUNTY</p>	<p>You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.</p> <p>09-MAR-2012 Date</p> <p>Further Information: TLC</p> <p> Clerk</p>												
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<p>Sheriff's Fees, if applicable</p> <table><tr><td>Summons</td><td>\$ _____</td></tr><tr><td>Non Est</td><td>\$ _____</td></tr><tr><td>Sheriff's Deputy Salary</td><td></td></tr><tr><td>Supplemental Surcharge</td><td>\$ 10.00</td></tr><tr><td>Mileage</td><td>\$ _____ (_____ miles @ \$ _____ per mile)</td></tr><tr><td>Total</td><td>\$ _____</td></tr></table> <p>A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.</p>		Summons	\$ _____	Non Est	\$ _____	Sheriff's Deputy Salary		Supplemental Surcharge	\$ 10.00	Mileage	\$ _____ (_____ miles @ \$ _____ per mile)	Total	\$ _____
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Mileage	\$ _____ (_____ miles @ \$ _____ per mile)												
Total	\$ _____												



Andrew W. Kuhlmann
Attorney at Law
Licensed in Missouri and Illinois

February 28, 2012

Ms. Joan Gilmer
Saint Louis County Circuit Clerk
County Courts Building
7900 Carondelet Avenue
Clayton, Missouri 63105

Re: Neustaedter v. Webster University, et al.

Dear Ms. Gilmer:

Enclosed for filing please find an original and five (5) copies of the following:

- (1) Petition
- (2) Check

Kindly return a file-stamped copy in the enclosed, self-addressed stamped envelope. If you have any questions, please call me at 314-621-3267.

Very truly yours,

Andrew W. Kuhlmann

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

TIFFANY ANN NEUSTAEDTER,

Plaintiff,

-VS.-

WEBSTER UNIVERSITY,
Please Serve Registered Agent:
Dr. Elizabeth J. Stroble
470 East Lockwood Avenue
St. Louis MO 63119

and

DAVID CARL WILSON,
Please Serve POE:
470 East Lockwood Avenue
St. Louis MO 63119

and

GARY CLARK,
Please Serve POE:
470 East Lockwood Avenue
St. Louis MO 63119

and

JILL M. STULCE,
Please Serve POE:
470 East Lockwood Avenue
St. Louis MO 63119

Defendants.

Cause No. 7

Division: 7

JURY TRIAL REQUESTED 

PETITION

Plaintiff, Tiffany Ann Neustaedter, by and through counsel, for her Petition, states as follows:

PARTIES

1. Plaintiff Tiffany Ann Neustaedter (“Neustaedter”) is a resident and citizen of the State of Missouri.

2. Defendant Webster University is a Missouri non-profit corporation doing business in St. Louis County, Missouri.

3. Defendant David Carl Wilson (“Wilson”) is an individual who at all relevant times was employed by Webster University as the Dean of the College of Arts and Sciences and was, at all relevant times, acting under the control and direction of Webster University and in furtherance of its business pursuits.

4. Defendant Gary Clark (“Clark”) is an individual who at all relevant times was employed by Webster University as a Professor in the Nurse Anesthesia Program and was, at all relevant times, acting under the control and direction of Webster University and in furtherance of its business pursuits.

5. Defendant Jill M. Stulce (“Stulce”) is an individual who at all relevant times was employed by Webster University as the Program Director for the Nurse Anesthesia Program and was, at all relevant times, acting under the control and direction of Webster University and in furtherance of its business pursuits.

JURISDICTION AND VENUE

6. This Court has jurisdiction pursuant to Article V, § 14(a) of the Missouri Constitution.

7. Venue is proper in this Court under R.S.Mo. § 508.010.4 as this action includes a count sounding in tort, and Plaintiff was first injured in the St. Louis County, Missouri.

FACTS

8. In Fall of 2008, Neustaedter enrolled in Webster University's Nurse Anesthesia Program.

9. Before enrolling, Plaintiff was a successful, practicing Registered Nurse for fourteen (14) years.

10. With one (1) credit hour remaining and merely nine (9) weeks before completing her program, Defendants terminated Plaintiff's enrollment in the Nurse Anesthesia Program.

11. At all relevant times, in consideration of her receipt of educational services from Defendants, Plaintiff paid all tuition due.

12. Defendants owed a fiduciary and legal duty toward the students in its Nurse Anesthesia Program, including Plaintiff, to provide competent instruction and supervision, and to protect her from unfair, arbitrary, discriminatory, or retaliatory enforcement of school policies in accordance with law and the agreement between Plaintiff and Webster University.

13. For her Fall 2008 semester, Neustaedter received all grades of "A," "A-," and one "B+."

14. The following Spring semester, Neustaedter received all grades of "A," "A-," and/or "B+."

15. Through her first year, Neustaedter's cumulative Grade Point Average ("GPA") was 3.74.

16. In Summer 2009, Neustaedter became involved in an intimate, personal relationship with Garrett Bergfeld, PhD, a Professor in Webster University's Nurse Anesthesia Program ("Bergfeld").

17. Students, faculty, and administrators knew of this personal relationship.

18. Bergfeld and Stulce are known to have tension, conflict, and/or rivalry in their personal and/or professional relationship.

19. Before the relationship between Neustaedter and Bergfeld became known, Neustaedter received no warnings, discipline, or other indication of any performance deficiency.

20. According to the Webster University Nurse Anesthesia Program Handbook, students who receive *two* grades of “B-” may receive a “Warning” letter.

21. According to the Nurse Anesthesia Program Handbook, students are entitled to counseling with the Program Director upon receipt of their first “B-.”

22. Notwithstanding the normal Handbook protocol, on August 8, 2009, Stulce sent a “Warning” letter to Neustaedter regarding her *first* grade of “B-” she received in her summer Pharmacology III course. The letter simultaneously noted that Neustaedter’s academic performance had been “exceptional.” Upon information and belief, an extraordinary percentage of the class received low grades in the course which was attributable to the teaching ability of the instructor, which instructor did not return to teach at Webster University following that course.

23. Despite her grade of “B-” and the requirements of the Handbook, Neustaedter never received counseling from the Program Director.

24. In Fall of 2009, Neustaedter earned grades of “A,” “A-,” and one “B.”

25. Through Fall of 2009, Neustaedter’s cumulative GPA was 3.65.

26. For Spring 2010, Neustaedter took a Clinical rotation and received only satisfactory evaluations each time the medical provider instructor was available to provide evaluations. Plaintiff’s original grade for the Clinical was “A.”

27. After the fact, Webster University changed Neustaedter’s grade from “A” to “B-.” The grade change was not the result of any substantive inadequacy, but instead resulted because

Plaintiff was unable to obtain instructor evaluations for every day of the Clinical. This occurred principally because Plaintiff worked shifts frequently when no provider was available to sign such an evaluation. Many such shifts involved night shifts where the provider was at home, asleep. Such a technical shortcoming is, upon information and belief, regularly and customarily permitted by Webster University. Plaintiff submitted her evaluation forms on a weekly basis but was not informed of any alleged deficiency until after completion of the course.

28. Apart from the “revised” Clinical grade of “B-,” all of Neustaedter’s remaining Spring 2010 grades were “A” or “A-.” These didactic grades were the basis for Plaintiff’s substantive general anesthesia knowledge.

29. Due to rumors and a personal conflict arising out of rumors based in part on Plaintiff’s personal relationship with Bergfeld, Plaintiff was asked to leave and required to take an “Incomplete” grade for her Summer 2010 rotation.

30. All of Plaintiff’s clinical evaluations were at or above level up until the date she was asked to leave the rotation.

31. It was agreed that Plaintiff would take a rural rotation after graduation. There was no indication that as a result of the Incomplete Plaintiff would be placed on probation, remediation, or any other restricted status.

32. According to the Nurse Anesthesia Program Handbook, when a graduate student is placed on “restricted status,” the student “will be so informed verbally and in writing.”

33. Notwithstanding its own procedures, at no time before or at the inception of any purported remediation did Defendants provide Neustaedter with any written communication that she was on restricted status, or otherwise on probation or remediation. There is a March 2010 letter indicating that Ms. Neustaedter was on remediation, but that was only with regard to

compliance with the program's attendance policy and the requirement for signatures on evaluation forms.

34. At no time did Defendants provide Ms. Neustaedter with any substantive remediation program.

35. For Fall 1 2010 Clinical, Plaintiff received all positive evaluations, except one by Defendant Gary Clark. Plaintiff received an initial grade of "B-" which was then arbitrarily and *post hoc* revised to a "C." Plaintiff's grade was based on Clark's evaluation.

36. Dean Wilson found that Clark's procedures were "inconsistent with normal practice." Additionally, Clark's entire evaluation was contrary to all of the evaluations provided during the Clinical itself.

37. Defendants then revised Plaintiff's summer grade of "Incomplete" to a "C."

38. Despite all written indications of Plaintiff's performance by providers being at or above level, Plaintiff's grades were based solely on alleged "conversations" with providers.

39. Despite the supposed "conversations," never did the Program Director formally conference with Plaintiff about the alleged deficiencies, in violation of the Nurse Anesthesia Handbook.

40. Plaintiff's November 24, 2010 Self-Evaluation Examination ("SEE") placed Plaintiff in the national average for many subjects, and significantly above the national average for others, including Pharmacology.

41. Despite the alleged issues, never did Defendants provide Plaintiff with a Judicial Hearing, in violation of the Student Handbook.

42. As a student of Webster University, Plaintiff had the right to an educational environment free from harassment and discrimination and free from any other unreasonable

interference with her educational experiences.

43. As a student of Webster University, Plaintiff had the right to information regarding her educational performance and standing in accord with the applicable Handbooks.

44. As a student of Webster University, Plaintiff had the right to utilize disciplinary procedures as set forth in the University's policies.

45. Despite Plaintiff procedural and substantive rights as outlined in the Handbooks and University policies, Defendants failed to follow them.

46. Instead, Webster University terminated Neustaedter from her program, with a mere credit hour remaining to complete.

COUNT I
(Breach of Contract-Defendant Webster University)

47. Neustaedter relleges and incorporates as if fully set forth herein Paragraphs 1 through 46 of this Petition.

48. In 2008, Neustaedter and Webster University entered into an agreement enrolling Neustaedter as a student in Webster University's Nurse Anesthesia Program (the "Agreement").

49. The Agreement is described in, and was subject to, the Nurse Anesthesia Handbook and the Student Handbook.

50. In consideration of Plaintiff's tuition, Webster University agreed to provide educational services congruent with the policies, procedures, and rights accorded by the Nurse Anesthesia Handbook and the Student Handbook.

51. Mutual obligations arose pursuant to the Agreement.

52. Before Webster University breached the Agreement, Neustaedter performed her obligations under the Agreement.

53. Webster University breached the Agreement by failing to following the terms and

conditions of the Handbooks described above, resulting in repeated violations of Plaintiff's due process rights.

54. Webster University breached the Agreement by dismissing Neustaedter from her educational program.

55. As a direct and proximate result of Webster University's breaches of contract, Neustaedter has been damaged in an amount to be proven at the time of trial. Plaintiff's damages include delayed income, lost tuition, expenses, and attorneys' fees to attempt to remedy Defendants' breaches of contract.

WHEREFORE, Neustaedter respectfully requests that this Court enter judgment in her favor and against Defendant Webster University for damages in an amount to be proved at trial in excess of \$25,000.00, for incidental and consequential damages, for pre- and post-judgment interest thereon, court costs, and such further relief as the Court deems just and proper.

COUNT II
(Fraudulent Misrepresentation-All Defendants)

56. Neustaedter relleges and incorporates as if fully set forth herein Paragraphs 1 through 46 of this Petition.

57. Defendants made representations to Neustaedter set forth above and including without limitation:

- a. that Defendants would provide Plaintiff with notices promised in the Handbooks;
- b. that Defendants would follow their own policies and procedures;
- c. that Neustaedter would be entitled to a conference or counseling after her first "B-";
- d. that Neustaedter would be entitled to a remediation program at the appropriate

time;

- e. that Neustaedter's evaluations would be based solely on objective criteria; and
- f. that Neustaedter's evaluations would not be arbitrary, capricious, unreasonable, and retaliatory based on personal relationships.

58. The representations made by Defendants were false.

59. Defendants' representations were material, and Defendants knew such representations to be false.

60. Defendants intended that their representations be acted on by Neustaedter.

61. Neustaedter was ignorant of the falsity of, and had a right to rely on, Defendants' misrepresentations.

62. Neustaedter suffered damages as a proximate result of Defendants' representations. Plaintiff's damages include delayed income, lost tuition, expenses, attorneys' fees to attempt to remedy Defendants' breaches of contract, damage to reputation, mental anguish, and emotional harms.

63. The conduct of Defendants was outrageous because of Defendants' evil motives, and/or made with reckless disregard for the rights of Neustaedter, entitling her to an award of punitive damages.

WHEREFORE, Neustaedter respectfully requests that this Court enter judgment in her favor and against Defendants, jointly and severally, for damages in an amount that is fair and reasonable in excess of \$25,000.00, for pre- and post-judgment interest thereon, for punitive damages in the amount of \$1,000,000.00, for court costs, and such further relief as the Court deems just and proper.

COUNT III
(Negligent Misrepresentation-All Defendants)

64. Neustaedter relleges and incorporates as if fully set forth herein Paragraphs 1 through 46 of this Petition.

65. Defendants made representations to Plaintiff set forth above and including without limitation:

- a. that Defendants would provide Plaintiff with notices promised in the Handbooks;
- b. that Defendants would follow their own policies and procedures;
- c. that Neustaedter would be entitled to a conference or counseling after her first “B-”;
- d. that Neustaedter would be entitled to a remediation program at the appropriate time;
- e. that Neustaedter’s evaluations would be based solely on objective criteria; and
- f. that Neustaedter’s evaluations would not be arbitrary, capricious, unreasonable, and retaliatory based on personal relationships.

66. The above representations were supplied in the course of Defendants’ business.

67. Due to Defendants’ failure to exercise reasonable care, their representations were false.

68. Defendants intentionally provided the information for Neustaedter’s guidance.

69. Neustaedter justifiably relied on Defendants’ representations.

70. As a result of the foregoing, Neustaedter suffered damages. Plaintiff’s damages include delayed income, lost tuition, expenses, attorneys’ fees to attempt to remedy Defendants’ breaches of contract, damage to reputation, mental anguish, and emotional harms.

WHEREFORE, Neustaedter respectfully requests that this Court enter judgment in her favor and against Defendants, jointly and severally, for damages in an amount that is fair and reasonable in excess of \$25,000.00, for pre- and post-judgment interest thereon, for court costs, and such further relief as the Court deems just and proper.

COUNT IV
(Breach of the Duty of Good Faith and Fair Dealing-All Defendants)

71. Neustaedter relleges and incorporates as if fully set forth herein Paragraphs 1 through 46 of this Petition.

72. Missouri law implies a covenant of good faith and fair dealing in every contract, including the Agreement.

73. Defendants had a duty to exercise their discretion in such a manner as to not evade the spirit of the transaction or so as to deny Neustaedter the expected benefit of the contract.

74. Defendants owed a duty toward the students in its Nurse Anesthesia Program, including Plaintiff, to provide competent instruction and supervision, and to protect her from unfair, arbitrary, discriminatory, or retaliatory enforcement of school policies in accordance with law and the agreement between Plaintiff and Webster University.

75. Defendants breached the covenant of good faith and fair dealing in the following non-limiting respects: (A) terminating Neustaedter from the Nurse Anesthesia Program; and (B) failing and/or refusing to provide Neustaedter with her due process rights in accord with the Handbooks.

76. As a result of Defendants' breach of the covenant of good faith and fair dealing, Neustaedter has been damaged. Plaintiff's damages include delayed income, lost tuition, expenses, attorneys' fees to attempt to remedy Defendants' breaches of contract, damage to

reputation, mental anguish, and emotional harms.

77. The conduct of Defendants was outrageous because of Defendants' evil motives, and/or made with reckless disregard for the rights of Neustaedter, entitling her to an award of punitive damages.

WHEREFORE, Neustaedter respectfully requests that this Court enter judgment in her favor and against Defendants, jointly and severally, for damages in an amount that is fair and reasonable in excess of \$25,000.00, for pre- and post-judgment interest thereon, for punitive damages in the amount of \$1,000,000.00, for court costs, and such further relief as the Court deems just and proper.

COUNT V
(Unjust Enrichment-Defendant Webster University)

78. Neustaedter relleges and incorporates as if fully set forth herein Paragraphs 1 through 46 of this Petition.

79. Neustaedter conferred a benefit on Webster University through her tuition.

80. Webster University's enrichment was at the expense of Neustaedter who forfeited other opportunities and has not received her promised benefits of her education.

81. Defendant appreciated the fact of the benefits.

82. Defendant accepted and retained the benefits in circumstances that render such retention inequitable.

83. Defendant has thus been unjustly enrichment.

WHEREFORE, Neustaedter respectfully requests that this Court enter judgment in her favor and against Defendants, jointly and severally, for damages in an amount that is fair and reasonable in excess of \$25,000.00, for pre- and post-judgment interest thereon, for court costs, and such further relief as the Court deems just and proper.

COUNT VI
(Missouri Merchandising Practices Act-Defendant Webster University)

84. Neustaedter relleges and incorporates as if fully set forth herein Paragraphs 1 through 46 of this Petition.

85. Section 407.020 of the Merchandising Practices Act provides in relevant part:

The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce or the solicitation of any funds for any charitable purpose, as defined in section 407.453, in or from the state of Missouri, is declared to be an unlawful practice. The use by any person, in connection with the sale or advertisement of any merchandise in trade or commerce or the solicitation of any funds for any charitable purpose, as defined in section 407.453, in or from the state of Missouri of the fact that the attorney general has approved any filing required by this chapter as the approval, sanction or endorsement of any activity, project or action of such person, is declared to be an unlawful practice. Any act, use or employment declared unlawful by this subsection violates this subsection whether committed before, during or after the sale, advertisement or solicitation.

86. Pursuant to Section 407.025, “[a]ny person who purchases or leases merchandise primarily for personal, family, or household or household purposes and thereby suffers an ascertainable loss of money or property, real or personal, as a result of the use employment by another person of a method, act or practice declared unlawful by section 407.020” may bring a civil action against the party the violated the Act.

87. Section 407.010(4) defines “merchandise” as “any objects, wares, goods, commodities, intangibles, real estate or services.”

88. Plaintiff purchased merchandise from Webster University for personal, family, and household purposes, and as a result of Webster University’s unlawful practices, suffered an ascertainable loss of money.

89. Webster University used deception, fraud, false pretense, false promise, misrepresentation and/or unfair practice, and/or concealed, suppressed, or omitted a material fact in connection with the promotion of its Nurse Anesthesia Program, entering the Agreement, and providing educational services to Plaintiff in violation of Section 407.020 by, without limitation:

- a. that Defendants would abide by its own policies and procedures;
- b. that Defendants would provide Plaintiff with notices promised in the Handbooks;
- c. that Neustaedter would be entitled to a conference or counseling after her first “B-”;
- d. that Neustaedter would be entitled to remediation at the appropriate time;
- e. that Neustaedter’s evaluations would be based solely on objective criteria; and
- f. that Neustaedter’s evaluations would not be arbitrary, capricious, unreasonable, and retaliatory based on personal relationships.

90. As a result of Defendant’s’ use of fraud, false pretense, false promise, misrepresentation or unfair practice, and/or of the concealment, suppression, or omission of a material fact, Plaintiff suffered an ascertainable loss of money or property.

91. Defendant’s conduct as described herein was wanton and malicious, in that it was done with actual malice and/or with reckless disregard for the rights of Plaintiff.

92. As a result of Defendants’ actions, Plaintiff has sustained damages.

WHEREFORE, Neustaedter respectfully requests that this Court enter judgment in her favor and against Defendants, jointly and severally, for damages in an amount that is fair and reasonable in excess of \$25,000.00, for pre- and post-judgment interest thereon, for punitive

damages in the amount of \$1,000,000.00, for court costs, and such further relief as the Court deems just and proper.

JURY TRIAL DEMAND

PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES TRIABLE BY JURY.

Dated: February 28, 2012

Respectfully submitted,

KUHLMANN LLC



Andrew W. Kuhlmann #58963
7646 Watson Road
Saint Louis, Missouri 63119
Telephone: (314) 621-3267
Facsimile: (314) 627-5970
andrew@kuhlmannfirm.com

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

TIFFANY ANN NEUSTAEDTER,

Plaintiff,

-vs.-

WEBSTER UNIVERSITY,
Please Serve Registered Agent:
Dr. Elizabeth J. Stroble
470 East Lockwood Avenue
St. Louis MO 63119

and

DAVID CARL WILSON,
Please Serve POE:
470 East Lockwood Avenue
St. Louis MO 63119

and

GARY CLARK,
Please Serve POE:
470 East Lockwood Avenue
St. Louis MO 63119

and

JILL M. STULCE,
Please Serve POE:
470 East Lockwood Avenue
St. Louis MO 63119

Defendants.

Cause No. _____

Division: 1

JURY TRIAL REQUESTED

PETITION

Plaintiff, Tiffany Ann Neustaedter, by and through counsel, for her Petition, states as follows:

PARTIES

1. Plaintiff Tiffany Ann Neustaedter (“Neustaedter”) is a resident and citizen of the State of Missouri.

2. Defendant Webster University is a Missouri non-profit corporation doing business in St. Louis County, Missouri.

3. Defendant David Carl Wilson (“Wilson”) is an individual who at all relevant times was employed by Webster University as the Dean of the College of Arts and Sciences and was, at all relevant times, acting under the control and direction of Webster University and in furtherance of its business pursuits.

4. Defendant Gary Clark (“Clark”) is an individual who at all relevant times was employed by Webster University as a Professor in the Nurse Anesthesia Program and was, at all relevant times, acting under the control and direction of Webster University and in furtherance of its business pursuits.

5. Defendant Jill M. Stulce (“Stulce”) is an individual who at all relevant times was employed by Webster University as the Program Director for the Nurse Anesthesia Program and was, at all relevant times, acting under the control and direction of Webster University and in furtherance of its business pursuits.

JURISDICTION AND VENUE

6. This Court has jurisdiction pursuant to Article V, § 14(a) of the Missouri Constitution.

7. Venue is proper in this Court under R.S.Mo. § 508.010.4 as this action includes a count sounding in tort, and Plaintiff was first injured in the St. Louis County, Missouri.

FACTS

8. In Fall of 2008, Neustaedter enrolled in Webster University's Nurse Anesthesia Program.

9. Before enrolling, Plaintiff was a successful, practicing Registered Nurse for fourteen (14) years.

10. With one (1) credit hour remaining and merely nine (9) weeks before completing her program, Defendants terminated Plaintiff's enrollment in the Nurse Anesthesia Program.

11. At all relevant times, in consideration of her receipt of educational services from Defendants, Plaintiff paid all tuition due.

12. Defendants owed a fiduciary and legal duty toward the students in its Nurse Anesthesia Program, including Plaintiff, to provide competent instruction and supervision, and to protect her from unfair, arbitrary, discriminatory, or retaliatory enforcement of school policies in accordance with law and the agreement between Plaintiff and Webster University.

13. For her Fall 2008 semester, Neustaedter received all grades of "A," "A-," and one "B+."

14. The following Spring semester, Neustaedter received all grades of "A", "A-," and/or "B+."

15. Through her first year, Neustaedter's cumulative Grade Point Average ("GPA") was 3.74.

16. In Summer 2009, Neustaedter became involved in an intimate, personal relationship with Garrett Bergfeld, PhD, a Professor in Webster University's Nurse Anesthesia Program ("Bergfeld").

17. Students, faculty, and administrators knew of this personal relationship.

18. Bergfeld and Stulce are known to have tension, conflict, and/or rivalry in their personal and/or professional relationship.

19. Before the relationship between Neustaedter and Bergfeld became known, Neustaedter received no warnings, discipline, or other indication of any performance deficiency.

20. According to the Webster University Nurse Anesthesia Program Handbook, students who receive *two* grades of “B-” may receive a “Warning” letter.

21. According to the Nurse Anesthesia Program Handbook, students are entitled to counseling with the Program Director upon receipt of their first “B-.”

22. Notwithstanding the normal Handbook protocol, on August 8, 2009, Stulce sent a “Warning” letter to Neustaedter regarding her *first* grade of “B-” she received in her summer Pharmacology III course. The letter simultaneously noted that Neustaedter’s academic performance had been “exceptional.” Upon information and belief, an extraordinary percentage of the class received low grades in the course which was attributable to the teaching ability of the instructor, which instructor did not return to teach at Webster University following that course.

23. Despite her grade of “B-” and the requirements of the Handbook, Neustaedter never received counseling from the Program Director.

24. In Fall of 2009, Neustaedter earned grades of “A,” “A-,” and one “B.”

25. Through Fall of 2009, Neustaedter’s cumulative GPA was 3.65.

26. For Spring 2010, Neustaedter took a Clinical rotation and received only satisfactory evaluations each time the medical provider instructor was available to provide evaluations. Plaintiff’s original grade for the Clinical was “A.”

27. After the fact, Webster University changed Neustaedter’s grade from “A” to “B-.” The grade change was not the result of any substantive inadequacy, but instead resulted because

Plaintiff was unable to obtain instructor evaluations for every day of the Clinical. This occurred principally because Plaintiff worked shifts frequently when no provider was available to sign such an evaluation. Many such shifts involved night shifts where the provider was at home, asleep. Such a technical shortcoming is, upon information and belief, regularly and customarily permitted by Webster University. Plaintiff submitted her evaluation forms on a weekly basis but was not informed of any alleged deficiency until after completion of the course.

28. Apart from the “revised” Clinical grade of “B-,” all of Neustaedter’s remaining Spring 2010 grades were “A” or “A-.” These didactic grades were the basis for Plaintiff’s substantive general anesthesia knowledge.

29. Due to rumors and a personal conflict arising out of rumors based in part on Plaintiff’s personal relationship with Bergfeld, Plaintiff was asked to leave and required to take an “Incomplete” grade for her Summer 2010 rotation.

30. All of Plaintiff’s clinical evaluations were at or above level up until the date she was asked to leave the rotation.

31. It was agreed that Plaintiff would take a rural rotation after graduation. There was no indication that as a result of the Incomplete Plaintiff would be placed on probation, remediation, or any other restricted status.

32. According to the Nurse Anesthesia Program Handbook, when a graduate student is placed on “restricted status,” the student “will be so informed verbally and in writing.”

33. Notwithstanding its own procedures, at no time before or at the inception of any purported remediation did Defendants provide Neustaedter with any written communication that she was on restricted status, or otherwise on probation or remediation. There is a March 2010 letter indicating that Ms. Neustaedter was on remediation, but that was only with regard to

compliance with the program's attendance policy and the requirement for signatures on evaluation forms.

34. At no time did Defendants provide Ms. Neustaedter with any substantive remediation program.

35. For Fall 1 2010 Clinical, Plaintiff received all positive evaluations, except one by Defendant Gary Clark. Plaintiff received an initial grade of "B-" which was then arbitrarily and *post hoc* revised to a "C." Plaintiff's grade was based on Clark's evaluation.

36. Dean Wilson found that Clark's procedures were "inconsistent with normal practice." Additionally, Clark's entire evaluation was contrary to all of the evaluations provided during the Clinical itself.

37. Defendants then revised Plaintiff's summer grade of "Incomplete" to a "C."

38. Despite all written indications of Plaintiff's performance by providers being at or above level, Plaintiff's grades were based solely on alleged "conversations" with providers.

39. Despite the supposed "conversations," never did the Program Director formally conference with Plaintiff about the alleged deficiencies, in violation of the Nurse Anesthesia Handbook.

40. Plaintiff's November 24, 2010 Self-Evaluation Examination ("SEE") placed Plaintiff in the national average for many subjects, and significantly above the national average for others, including Pharmacology.

41. Despite the alleged issues, never did Defendants provide Plaintiff with a Judicial Hearing, in violation of the Student Handbook.

42. As a student of Webster University, Plaintiff had the right to an educational environment free from harassment and discrimination and free from any other unreasonable

interference with her educational experiences.

43. As a student of Webster University, Plaintiff had the right to information regarding her educational performance and standing in accord with the applicable Handbooks.

44. As a student of Webster University, Plaintiff had the right to utilize disciplinary procedures as set forth in the University's policies.

45. Despite Plaintiff procedural and substantive rights as outlined in the Handbooks and University policies, Defendants failed to follow them.

46. Instead, Webster University terminated Neustaedter from her program, with a mere credit hour remaining to complete.

COUNT I
(Breach of Contract-Defendant Webster University)

47. Neustaedter relleges and incorporates as if fully set forth herein Paragraphs 1 through 46 of this Petition.

48. In 2008, Neustaedter and Webster University entered into an agreement enrolling Neustaedter as a student in Webster University's Nurse Anesthesia Program (the "Agreement").

49. The Agreement is described in, and was subject to, the Nurse Anesthesia Handbook and the Student Handbook.

50. In consideration of Plaintiff's tuition, Webster University agreed to provide educational services congruent with the policies, procedures, and rights accorded by the Nurse Anesthesia Handbook and the Student Handbook.

51. Mutual obligations arose pursuant to the Agreement.

52. Before Webster University breached the Agreement, Neustaedter performed her obligations under the Agreement.

53. Webster University breached the Agreement by failing to following the terms and

conditions of the Handbooks described above, resulting in repeated violations of Plaintiff's due process rights.

54. Webster University breached the Agreement by dismissing Neustaedter from her educational program.

55. As a direct and proximate result of Webster University's breaches of contract, Neustaedter has been damaged in an amount to be proven at the time of trial. Plaintiff's damages include delayed income, lost tuition, expenses, and attorneys' fees to attempt to remedy Defendants' breaches of contract.

WHEREFORE, Neustaedter respectfully requests that this Court enter judgment in her favor and against Defendant Webster University for damages in an amount to be proved at trial in excess of \$25,000.00, for incidental and consequential damages, for pre- and post-judgment interest thereon, court costs, and such further relief as the Court deems just and proper.

COUNT II
(Fraudulent Misrepresentation-All Defendants)

56. Neustaedter relleges and incorporates as if fully set forth herein Paragraphs 1 through 46 of this Petition.

57. Defendants made representations to Neustaedter set forth above and including without limitation:

- a. that Defendants would provide Plaintiff with notices promised in the Handbooks;
- b. that Defendants would follow their own policies and procedures;
- c. that Neustaedter would be entitled to a conference or counseling after her first "B-";
- d. that Neustaedter would be entitled to a remediation program at the appropriate

time;

- e. that Neustaedter's evaluations would be based solely on objective criteria; and
- f. that Neustaedter's evaluations would not be arbitrary, capricious, unreasonable, and retaliatory based on personal relationships.

58. The representations made by Defendants were false.

59. Defendants' representations were material, and Defendants knew such representations to be false.

60. Defendants intended that their representations be acted on by Neustaedter.

61. Neustaedter was ignorant of the falsity of, and had a right to rely on, Defendants' misrepresentations.

62. Neustaedter suffered damages as a proximate result of Defendants' representations. Plaintiff's damages include delayed income, lost tuition, expenses, attorneys' fees to attempt to remedy Defendants' breaches of contract, damage to reputation, mental anguish, and emotional harms.

63. The conduct of Defendants was outrageous because of Defendants' evil motives, and/or made with reckless disregard for the rights of Neustaedter, entitling her to an award of punitive damages.

WHEREFORE, Neustaedter respectfully requests that this Court enter judgment in her favor and against Defendants, jointly and severally, for damages in an amount that is fair and reasonable in excess of \$25,000.00, for pre- and post-judgment interest thereon, for punitive damages in the amount of \$1,000,000.00, for court costs, and such further relief as the Court deems just and proper.

COUNT III
(Negligent Misrepresentation-All Defendants)

64. Neustaedter relleges and incorporates as if fully set forth herein Paragraphs 1 through 46 of this Petition.

65. Defendants made representations to Plaintiff set forth above and including without limitation:

- a. that Defendants would provide Plaintiff with notices promised in the Handbooks;
- b. that Defendants would follow their own policies and procedures;
- c. that Neustaedter would be entitled to a conference or counseling after her first “B-”;
- d. that Neustaedter would be entitled to a remediation program at the appropriate time;
- e. that Neustaedter’s evaluations would be based solely on objective criteria; and
- f. that Neustaedter’s evaluations would not be arbitrary, capricious, unreasonable, and retaliatory based on personal relationships.

66. The above representations were supplied in the course of Defendants’ business.

67. Due to Defendants’ failure to exercise reasonable care, their representations were false.

68. Defendants intentionally provided the information for Neustaedter’s guidance.

69. Neustaedter justifiably relied on Defendants’ representations.

70. As a result of the foregoing, Neustaedter suffered damages. Plaintiff’s damages include delayed income, lost tuition, expenses, attorneys’ fees to attempt to remedy Defendants’ breaches of contract, damage to reputation, mental anguish, and emotional harms.

WHEREFORE, Neustaedter respectfully requests that this Court enter judgment in her favor and against Defendants, jointly and severally, for damages in an amount that is fair and reasonable in excess of \$25,000.00, for pre- and post-judgment interest thereon, for court costs, and such further relief as the Court deems just and proper.

COUNT IV
(Breach of the Duty of Good Faith and Fair Dealing-All Defendants)

71. Neustaedter relleges and incorporates as if fully set forth herein Paragraphs 1 through 46 of this Petition.

72. Missouri law implies a covenant of good faith and fair dealing in every contract, including the Agreement.

73. Defendants had a duty to exercise their discretion in such a manner as to not evade the spirit of the transaction or so as to deny Neustaedter the expected benefit of the contract.

74. Defendants owed a duty toward the students in its Nurse Anesthesia Program, including Plaintiff, to provide competent instruction and supervision, and to protect her from unfair, arbitrary, discriminatory, or retaliatory enforcement of school policies in accordance with law and the agreement between Plaintiff and Webster University.

75. Defendants breached the covenant of good faith and fair dealing in the following non-limiting respects: (A) terminating Neustaedter from the Nurse Anesthesia Program; and (B) failing and/or refusing to provide Neustaedter with her due process rights in accord with the Handbooks.

76. As a result of Defendants' breach of the covenant of good faith and fair dealing, Neustaedter has been damaged. Plaintiff's damages include delayed income, lost tuition, expenses, attorneys' fees to attempt to remedy Defendants' breaches of contract, damage to

reputation, mental anguish, and emotional harms.

77. The conduct of Defendants was outrageous because of Defendants' evil motives, and/or made with reckless disregard for the rights of Neustaedter, entitling her to an award of punitive damages.

WHEREFORE, Neustaedter respectfully requests that this Court enter judgment in her favor and against Defendants, jointly and severally, for damages in an amount that is fair and reasonable in excess of \$25,000.00, for pre- and post-judgment interest thereon, for punitive damages in the amount of \$1,000,000.00, for court costs, and such further relief as the Court deems just and proper.

COUNT V
(Unjust Enrichment-Defendant Webster University)

78. Neustaedter relleges and incorporates as if fully set forth herein Paragraphs 1 through 46 of this Petition.

79. Neustaedter conferred a benefit on Webster University through her tuition.

80. Webster University's enrichment was at the expense of Neustaedter who forfeited other opportunities and has not received her promised benefits of her education.

81. Defendant appreciated the fact of the benefits.

82. Defendant accepted and retained the benefits in circumstances that render such retention inequitable.

83. Defendant has thus been unjustly enrichment.

WHEREFORE, Neustaedter respectfully requests that this Court enter judgment in her favor and against Defendants, jointly and severally, for damages in an amount that is fair and reasonable in excess of \$25,000.00, for pre- and post-judgment interest thereon, for court costs, and such further relief as the Court deems just and proper.

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COUNT VI
(Missouri Merchandising Practices Act-Defendant Webster University)

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85. Section 407.020 of the Merchandising Practices Act provides in relevant part:

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86. Pursuant to Section 407.025, “[a]ny person who purchases or leases merchandise primarily for personal, family, or household or household purposes and thereby suffers an ascertainable loss of money or property, real or personal, as a result of the use employment by another person of a method, act or practice declared unlawful by section 407.020” may bring a civil action against the party the violated the Act.

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- f. that Neustaedter’s evaluations would not be arbitrary, capricious, unreasonable, and retaliatory based on personal relationships.

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JURY TRIAL DEMAND

PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES TRIABLE BY JURY.

Dated: February 28, 2012

Respectfully submitted,

KUHLMANN LLC



Andrew W. Kuhlmann #58963
7646 Watson Road
Saint Louis, Missouri 63119
Telephone: (314) 621-3267
Facsimile: (314) 627-5970
andrew@kuhlmannfirm.com