

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF LYNCHBURG

JENNA DODGE, SARAH HASSMER,)
HAYLEY J. MAXWELL,)
LAURA McKEAN-PERAZA,)
KELSEY McCUNE, JENNIFER C. MULLINS,)
REBEKAH LYNN PAULI, JESSICA WHITTLE,)
and MARY ELIZABETH YARDLEY,)

Plaintiffs,)

v.)

THE TRUSTEES OF RANDOLPH-MACON)
WOMAN’S COLLEGE,)
D/B/A RANDOLPH-MACON WOMAN’S COLLEGE,)

Defendant.)

Case No. CL06000792-00

BILL OF PARTICULARS

PLAINTIFFS, Jenna Dodge (“Dodge”), Sarah Hassmer (“Hassmer”), Hayley J. Maxwell (“Maxwell”), Laura McKean-Peraza (“McKean-Peraza”), Kelsey McCune (“McCune”), Jennifer C. Mullins (“Mullins”), Rebekah Lynn Pauli (“Pauli”), Jessica Whittle (“Whittle”), and Mary Elizabeth Yardley (“Yardley”), by counsel, in response to the Order of this Court dated the 20th day of November, 2006, file this Bill of Particulars, and state that they rely on the allegations contained in their Complaint against Defendant, The Trustees of Randolph-Macon Women’s College, d/b/a Randolph-Macon Women’s College (the “College”), filed herein, and in addition thereto state the following:

THE CONTRACTS

1. There is only one contract between each one of the Plaintiffs and Randolph-Macon Woman’s College (“RMWC”) that is the subject of this action.
2. Against a backdrop of 115 years of providing a liberal arts education to only women as degree candidates, RMWC, in acceptance letters, offered to admit: (i) McKean-

Peraza, Mullins, Pauli, and Whittle in 2004 to the graduating class of 2008; (ii) Hassmer in 2005 to the graduating class of 2009; and, (iii) Dodge, Maxwell, McCune, and Yardley in 2006 to the graduating class of 2010.

3. All the Plaintiffs accepted their respective offers and matriculated according to RMWC's schedule for their respective initial academic years to begin their promised four-year education at RMWC.

4. Accordingly, each Plaintiff promised to: (i) pay all tuition, fees and similar charges (net of any scholarships, grants, or other forms of assistance) when due; (ii) make satisfactory academic progress toward any degree which could be completed within the longer of eight semesters or such additional time as permitted by RMWC; (iii) adhere to RMWC's Honor Code; and, (iv) comply with other then-existing academic and disciplinary rules as they may be reasonably amended from time to time.

5. In exchange, RMWC agreed to provide each Plaintiff with at least a four-year liberal arts education in the single-sex environment that has existed for over a century, and was promoted both orally and in writing as the centerpiece of each Plaintiff's development as a student at RMWC. A review of the documents attached hereto, which were routinely distributed by RMWC to applicants -- including Plaintiffs -- consistently extolled the benefits of the all-women's environment at RMWC and promised explicitly and implicitly that each student's college years would be enjoyed in this environment.

6. The official RMWC documents sent to each Plaintiff (such as the acceptance letters, the Honor Code, promotional materials, etc.) contain identical language. Thus, the terms of the contract are not negotiated or individualized for each particular student, but rather are standardized in nature.

7. Each Plaintiff is in compliance with the terms of the contract because, to date, she has: (i) paid all tuition, fees and similar charges when due; (ii) made satisfactory academic progress and is on schedule to graduate with her respective graduating class; (iii) adhered to the Honor Code; and, (iv) complied with other academic and disciplinary rules of RMWC.

8. At no time prior to each Plaintiff's enrollment did RMWC ever communicate that men would be admitted as degree candidates during her tenure. No Plaintiff ever contemplated that such a change in the fundamental nature of RMWC would occur without advance notice to incoming first-year students, so that each Plaintiff could have considered an alternative to RMWC prior to enrollment.

9. Indeed, the first communication by RMWC to sophomores, juniors and seniors in the graduating classes of 2007, 2008, and 2009 that was directed to the issue of co-education was a letter dated November 10, 2005, from Jolley Bruce Christman, President of the Board of Trustees, to RMWC alumnae, students, parents, and friends (the "Christman Letter"). This communication was purportedly mailed to all alumnae, students, students' parents, and friends of RMWC on RMWC's mailing lists as of November 10, 2005, and was purportedly posted on RMWC's website no later than November 22, 2005, for high school seniors to read.

10. The Christman Letter contained no reference to the fact that a decision to change RMWC to a coeducational institution effective in the fall of 2007 would follow.

11. Copies of the acceptance letters mentioned in Paragraph 2 herein which are currently in the control of and available to Plaintiffs are attached collectively as "Exhibit A." Plaintiffs believe all acceptance letters are identical in all material respects. Other contract documents, which represent some, but not necessarily all of the documents, which, together with the parties' oral communications, which are entirely consistent with and reinforce the documents,

form the contractual relationships, are attached as Exhibits B, C, and D. These documents are also equally available to the College if not already in the College's possession.

JOINDER OF CLAIMS

12. Pursuant to Virginia Code Section 8.01-267.5, Plaintiff's claims should be joined because they involve common issues of fact and arise out of the same occurrence, and otherwise meet the requirements of Virginia's Multiple Claims Litigation Act. See Va. Code Section 8.01-267.1, *et seq.*

13. Joinder under Virginia Code Section 8.01-267.5 survives a challenge by a defendant if "the Court finds that the claims of the plaintiffs were ones which, if they had been filed separately, would have met the standards of Section 8.01-267.1, and would have been consolidated under Section 8.01-267.3."

14. Pursuant to Virginia Code Section 8.01-267.1, there are three (3) findings which must be made by the Court:

- (a) the claims involve common questions of law or fact and arise out of the same transaction, occurrence, or series of transactions or occurrences;
- (b) the common questions of law or fact predominate and are significant to the claims; and,
- (c) treating the claims together (i) will promote the ends of justice and the just and efficient conduct and disposition of the claims, and (ii) is consistent with each party's right to due process of law, and (iii) does not prejudice each individual's party's right to a fair and impartial resolution of each claim.

15. Also pursuant to Virginia Code Section 8.01-267.1, the Court should consider, *inter alia*, the following factors:

(i) the nature of the common questions of law or fact; (ii) the convenience of the parties, witnesses and counsel; (iii) the relative stages of the claims and the work of counsel; (iv) the efficient utilization of judicial facilities and personnel; (v) the calendar of the courts; (vi) the likelihood and disadvantages of duplicative and inconsistent rulings, orders or judgments; (vii) the likelihood of prompt settlement of the actions without the entry of the order; and (viii) as to joint trials by jury, the likelihood of prejudice or confusion.

16. As alleged in the Complaint and herein, Plaintiffs' claims arise out of the same transaction, occurrence, or series of transactions or occurrences, namely, the College's decision to cause RMWC to begin admitting men as degree candidates effective the fall of 2007 in contravention of the single-sex educational environment which has existed for over a century. This purely voluntary change in the fundamental characteristic which has defined RMWC is a violation of the core component of each Plaintiff's contract with RMWC.

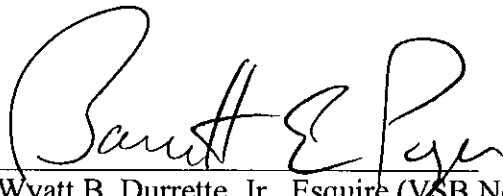
17. The common questions of law or fact -- in these instances, RMWC's stated intention to abandon its single-sex educational environment -- predominate the issue of whether RMWC is breaching Plaintiffs' contracts and, thus, whether RMWC, through enjoining the College, must be prevented from doing so.

18. Treating these claims in one action provides the most efficient manner in which to adjudicate the rights and responsibilities of the parties. It is inconceivable that any party's right to a fair and impartial resolution of the claims or right to due process of law will be impinged in any way. Joint adjudication reduces the likelihood that any more time or monies will be

expended in these matters than is necessary, or that inconsistent results will be obtained through separate adjudication.

19. Most, if not all, of the factors to be considered as set forth in Paragraph 15 herein point in the direction of adjudicating these claims in the one proceeding currently before the Court, as opposed to dealing with them in separate proceedings. Indeed, there is no factor pointing clearly in the direction of separating the claims.

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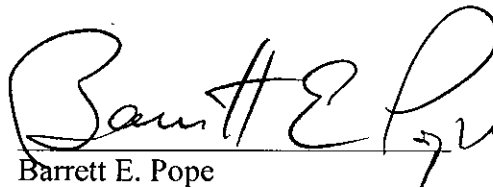


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CERTIFICATE OF SERVICE

I hereby certify that on this, the 29th day of November, 2006, a true and accurate copy of the foregoing Bill of Particulars was hand-delivered to:

Edward J. Fuhr
Eric H. Feiler
Craig T. Cronheim
Hunton & Williams, LLP
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Richmond, Virginia 23219



Barrett E. Pope