

RETURN: AUGUST 12, 2008

ANNABEL OSBERG : SUPERIOR COURT  
VS. : J. D. OF NEW HAVEN  
YALE UNIVERSITY : JULY 10, 2008

## COMPLAINT

### COUNT ONE

1. The plaintiff is an adult citizen of the United States who is over the age of 18 but under the age of 21 and is a resident of Upland, California.

2. The defendant is a Connecticut educational corporation, chartered by the State of Connecticut, and located in New Haven, Connecticut.

3. The plaintiff is a *summa cum laude* graduate of the California State University System and is an accomplished artist.

4. The plaintiff applied for admission to the Class of 2009 in the M.F.A. program at the defendant's School of Art. After a thorough review of her qualifications, background and work, the defendant accepted her into the said program and she paid all of the required fees and charges which the defendant required be paid both in advance of her matriculation and periodically thereafter.

5. The plaintiff matriculated at the defendant in 2007 and rented both a residence and a studio from the defendant as a part of the requirements of the aforesaid M.F.A. program.

6. Through its authorized agents, the defendant repeatedly assured the plaintiff that, despite her unusually young age, she was fully qualified for admission to and successful completion of its M.F.A. program.

7. The plaintiff reasonably relied upon the aforesaid assurances in moving to the City of New Haven and paying all of the aforesaid fees and charges to the defendant.

8. At the time of her matriculation and payment of the aforesaid fees and charges, the defendant in return therefor presented the plaintiff with a written contract, called a Bulletin, which expressly promised in exchange for her aforesaid considerations that if the faculty of its School of Art determined that her work was “not considered...to be deserving of credit toward the degree,” the plaintiff would be issued “a letter of academic warning” and that she would thereafter “have until the end *of the following term*” to demonstrate a sufficient level of quality, failing which she would “not be invited back to complete the program.”

9. The plaintiff reasonably relied upon the aforesaid written assurances in moving to New Haven, paying the fees and charges to the defendant, and setting aside all other opportunities in her life to devote herself to studies at the defendant.

10. On May 9, 2008, the defendant informed the plaintiff that during that very term the faculty had decided that her work was of insufficient quality and

that she would not be allowed to return after the completion of that very term.

11. On or about July 7, 2008, the defendant locked the plaintiff out of the studio she was renting from the defendant and thereafter locked her out of the residence she was renting from the defendant. The defendant did not at any time commence summary process or other legal proceedings regarding either the studio or the residence aforesaid.

12. As a result, the plaintiff has suffered ascertainable economic losses and emotional distress.

13. Some or all of the plaintiff's injuries are irreparable in nature, and as to such injuries she has no adequate remedy at law.

WHEREFORE the plaintiff claims judgment against the defendant for breach of the aforesaid written contract.

## COUNT TWO

1 - 13. Paragraphs 1 through 13 of Count One are hereby made Paragraphs 1 through 13, respectively, of Count Two.

WHEREFORE the plaintiff claims judgment against the defendant for promissory estoppel.

## COUNT THREE

1 - 13. Paragraphs 1 through 13 of Count One are hereby made

Paragraphs 1 through 13, respectively, of Count Three.

WHEREFORE the plaintiff claims judgment against the defendant for a lockout in violation of Sections 47a-43(a), *et seq.*, of the Connecticut General Statutes.

#### COUNT FOUR

1 - 13. Paragraphs 1 through 13 of Count One are hereby made Paragraphs 1 through 13, respectively, of Count Four.

14. At all times mentioned herein, the defendant was engaged in trade and commerce in the State of Connecticut within the meaning of Section 42-110a of the Connecticut General Statutes.

15. In the manner described above, the defendant engaged in unfair and deceptive acts and practices in trade and commerce within the meaning of Section 42-110b of the Connecticut General Statutes.

WHEREFORE the plaintiff claims judgment against the defendant pursuant to Section 42-110g of the Connecticut General Statutes for all relief provided therein.

THE PLAINTIFF

BY \_\_\_\_\_

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**PRAYER FOR RELIEF**

The plaintiff claims judgment in an amount greater than fifteen thousand dollars (\$15,000.00), exclusive of interest and costs, and statutory interest to the extent provided by Section 37-3b of the General Statutes. The plaintiff further claims a temporary and permanent injunction requiring the defendant forthwith to readmit the plaintiff to its M.F.A. program and to restore her to possession of her studio and residence.

THE PLAINTIFF

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