

**IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT, IN AND
FOR LEON COUNTY, FLORIDA**

**KENNEDY BURKS, DEANN WHITLOW,
LONDON HOLLAND, MARIAH
REYNOLDS and JESSICA NJOKU,**

**CASE NO.: 19-CA-
FL BAR NO.:0739685**

Plaintiffs,

v.

**BOARD OF TRUSTEES OF
FLORIDA A & M UNIVERSITY
a public body corporate,**

Defendant.

_____ /

COMPLAINT

Plaintiffs, KENNEDY BURKS, DEANN WHITLOW, LONDON HOLLAND,
MARIAH REYNOLDS, and JESSICA NJOKU, hereby sue Defendant, BOARD OF
TRUSTEES OF FLORIDA A & M UNIVERSITY, a public body corporate, and allege:

NATURE OF THE ACTION

1. This is a civil action seeking monetary damages, declaratory judgment, and legal, equitable, and injunctive relief against Defendant. This is an action brought under Chapter 768, Florida Statutes (Negligence), 20 U.S.C. §1681-1688 (Title IX of the Education Amendments of 1972), 29 U.S.C. §701 et seq. (the Rehabilitation Act), §1000.05, Florida Statutes (Florida Education Equity Act) and the common law of the state of Florida.

2. This is an action involving claims which are, individually, in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of costs and interest.

CONDITIONS PRECEDENT

3. Written notices of intent to initiate litigation on Plaintiffs' state law claims asserted herein, were submitted to the Defendant pursuant to §768.28(6), Florida Statutes. No response was received by Plaintiffs therefore they are deemed denied by operation of law.

PARTIES

4. Plaintiff, KENNEDY BURKS, was a resident of Leon County, Florida at all times pertinent hereto. The incidents alleged herein occurred, in part, in Leon County. She is *sui juris*.

5. Plaintiff, DEANN WHITLOW, was a resident of Leon County, Florida, at all times pertinent hereto. The incidents alleged herein occurred, in part, in Leon County. She is *sui juris*.

6. Plaintiff, LONDON HOLLAND, was a resident of Leon County, Florida, at all times pertinent hereto. The incidents alleged herein occurred, in part, in Leon County. She is *sui juris*.

7. Plaintiff, MARIAH REYNOLDS, was a resident of Leon County, Florida, at all times pertinent hereto. The incidents alleged herein occurred, in part, in Leon County. She is *sui juris*.

8. Plaintiff, JESSICA NJOKU, was a resident of Leon County, Florida, at all times pertinent hereto. The incidents alleged herein occurred, in part, in Leon County. She is *sui juris*.

9. Defendant, the Board of Trustees of FLORIDA A & M UNIVERSITY (hereinafter "FAMU"), operates a UNIVERSITY, and at all times pertinent to this action, was

organized and existing under the laws of the State of Florida. At all times pertinent to this action, Defendant has received and utilized in conducting its functions as provided by law federal financial assistance, such assistance received for the purposes of assisting some or all of the programs and activities of Defendant. On information and belief, the funds received constituting such federal financial assistance, were deposited into a general fund or account managed by or on behalf of Defendant.

GENERAL FACTS

10. Defendant is a public university with its main campus located in Tallahassee with satellite locations in Orlando (Law), Miami, Jacksonville and Tampa (Pharmacy).

11. Defendant's sporting activities are primarily undertaken at its main campus in Tallahassee. In 2015 and 2016, Defendant's women's basketball team operated under the leadership of Head Coach LeDawn Gibson, Associate Head Coach LaTasha Shipman-Ganus, and Assistant Coach Andrea Johnson.

12. The Plaintiff were enrolled in Defendant between 2015 and 2016 for the purpose of attending college under athletic scholarships and to participate as members of Defendant's women basketball team.

13. Prior to arriving on campus, each player established great relationships with Head Coach LeDawn Gibson, Associate Coach Latasha Shipman-Ganus and/or Coach Andrea Johnson. However, as the season progressed, the coaches began to treat the Plaintiffs differently and they became the subjects of verbal abuse, bullying, and coaching by intimidation based upon their sexual orientation or association with other gay female basketball players.

14. Specifically, Coach Gibson informed the Plaintiffs and their parents that she did not like "gays" and had no use for people who associated with homosexuals. In addition, the

coaches prohibited Plaintiffs from associating with women who engaged in same-sex or bi-sexual relationships.

15. Plaintiffs Holland and Reynolds are gay and were members of Defendant's women's basketball team. Plaintiff Burks associated with Holland and Reynolds. Defendant, through its coaching staff identified above, verbally abused Burks and call her derogatory names. Because Plaintiff Burks refused to disassociate with the gay players, she was dismissed from the team.

16. Plaintiff Whitlow also associated with Holland and Reynolds. As a result, she faced extreme retaliation, was bullied, was called derogatory names, and was forced to participate in conditioning activities even after she experienced breathing problems and the coaching staff knew that at times, she could only perform limited physical activities.

17. On one occasion, Plaintiff Whitlow, who also associated with Holland and Reynolds, was the only scholarship player left alone on campus, while the entire team traveled to an away game. When Plaintiff Whitlow refused to disassociate from Holland and Reynolds, she was dismissed from the team.

18. From the time Plaintiff Holland's first started school, she faced harassment based on her sexual orientation and her association with gay players. After a game, Coach Ganus questioned Plaintiffs Holland and Reynolds about their personal relationship. Coach Ganus then called Plaintiff Holland an atheist and continually questioned her sexual preferences. When told she did not have the "correct" sexual preference, Plaintiff Holland was dismissed from the team.

19. Plaintiff Reynolds was subjected to harassment based on her sexual preference. The coaches confronted Plaintiff Reynolds to the point of harassment when continually asked if she was in a personal relationship with Plaintiff Holland. The coaches told Plaintiff Reynolds

that if she and Plaintiff Holland were in a personal relationship, they would both be released from the team. Under the belief that she was indeed gay, coaches continued to single Plaintiff Reynolds out, bully and harass her, and ultimately dismissed her from the team.

20. Plaintiff Njoku was subjected to harassment and bullying from the coaches because of her relationship with Reynolds and Holland. After Plaintiff Njoku suffered a concussion during a game, rather than display concern for her, Plaintiff Njoku was ridiculed and embarrassed in the presence of the entire team. The team was told Plaintiff Njoku faked her concussion. Coach Johnson then told Plaintiff Njoku that she just did not like her. Thereafter, Plaintiff Njoku was dismissed from the team and told it was for personal reasons.

21. Summarily, the coaches opposed and open expressed a strong dislike for the female basketball players who engaged in homosexual relationships. The coaches also treated the players poorly for associating with players who were gay. According to the coaches, their lifestyles were not acceptable as members of the basketball team. Ultimately, the coaches' strong opposition to gays resulted in a pattern and practice of bullying, harassment, ridicule and the untimely termination of all of the Plaintiff's athletic scholarships.

STATEMENT OF FACTS – KENNEDY BURKS

22. Plaintiff Burks, a former player on Defendant's girls' basketball team, began her tenure with the team in the summer of 2016, under the leadership of Coach LeDawn Gibson. Plaintiff Burks remained a member of the team until her wrongful dismissal on April 4, 2017.

23. During the season, Gibson coached Plaintiff Burks in an extremely tough manner; however, approximately October 2016, when Gibson learned that Plaintiff Burks became friends

with bisexual teammates, Gibson began to engage in a series of hostile acts toward Plaintiff Burks, including but not limited to verbal abuse, intimidation, and extreme acts of bullying.

24. Plaintiff Burks was not gay; however, Gibson exhibited a pattern a practice of unfair treatment, mistreatment, and retaliation against players whenever Plaintiff Burks did not conform to her personal, moral, and religious beliefs. By way of example, Plaintiff Burks' parents were candidly and blatantly told that Gibson did not like their daughter and that she absolutely did not like "gay" people.

25. The bullying, harassment, and retaliation also came at the hands of Assistant Coaches Andrea Johnson and Latasha Ganus. Beginning in October 2016, during a midseason game, Coach Gibson placed Plaintiff Burks into a game during the third quarter. However, within twenty (20) seconds, Gibson decided to take Plaintiff Burks out of the game.

26. Upon returning to her seat, Plaintiff Burks held her head down onto her knees because she wanted to remain in the game as this was her only playtime during the game. In response, Coach Johnson told Plaintiff to hold her head up and Plaintiff Burks immediately complied.

27. Thereafter, Coach Johnson told Coach Gibson about Plaintiff Burks placing her head down onto her knees. Upon notification, Coach Gibson told Plaintiff Burks' teammates they needed to "get onto her for her attitude." However, the teammates responded to Gibson by telling her that Plaintiff Burks did not have an attitude; she was simply showing emotion during the game.

28. When the players did not respond in the manner in which Gibson anticipated, after the game in the locker room, Coach Gibson and Assistant Coaches Johnson and Ganus

called Plaintiff Burks over to them, where Gibson stated, “Your attitude is unacceptable, so get the fuck out of my face!”

29. On another occasion, after the grades were published for Plaintiff Burks’ first semester, Gibson intentionally embarrassed Plaintiff Burks in the presence of her teammates. Plaintiff Burks earned a “D” in one of her courses because she traveled away to a game and the Professor did not permit her to submit an assignment during the absence.

30. As a result of Coach Ganus having knowledge of Plaintiff Burks’ grades, during one team practice, the balls were required to be put away by freshmen, such as Plaintiff Burks. When another teammate, Dymonee Royal, attempted to assist with putting the balls away, Coach Gibson stopped Royal and stated, “Let the dummy get it.”

31. However, there were only two freshmen on the team who earned grades below a “C” in any subject, one of which included Plaintiff Burks. Although embarrassed, Plaintiff Burks complied and put the balls away, signifying to the teammates who Coach Gibson referred to the dummy.

32. In addition, Coach Gibson went so far as to call Plaintiff Burks a whore and directed Plaintiff Burks not to hang out with Plaintiff Holland because of her sexual orientation.

33. When Defendant’s team played Bethune Cookman University (“BCU”) during an away game, Coaches Gibson and Johnson had a conversation with BCU’s coaches and told them that Plaintiff Burks had sex with the entire boys’ basketball team.

34. Conversely, Plaintiff Burks only dated one young man named Marcus Barham, who played on the boys’ basketball team. Coaches Gibson and Johnson further told the BCU coaches that Plaintiff Burks gave her boyfriend her credit card to buy things for him and that

Plaintiff Burks did not pay for anything. These were private matters and were of no concern to Coaches Gibson and Johnson, let alone, information to be shared with an opponent's coaches.

35. Whenever the boys and girls basketball teams traveled together, Coach Gibson singled out Plaintiff Burks out by telling Plaintiff Burks that she was not permitted to sit with her boyfriend; however, other players were allowed to sit with their friends, many of whom had intimate relationships. Also other male and female friends were allowed to sit together.

36. On another occasion, during a game in Norfolk, Virginia, Plaintiff Burks' father traveled to see Defendant's team play in the MEAC basketball tournament. When Plaintiff Burks asked Coach Johnson if she could have dinner with her father, Coach Johnson stated, "No, we are going to do other team stuff." When Plaintiff Burks informed her father, he agreed to come to the hotel to have dinner with Plaintiff Burks so that she did not have to physically leave the hotel site. Coach Johnson told her no and denied her the opportunity to dine with her father after he traveled from Dallas, Texas to see her play.

37. As the evening progressed, the team sat in the hotel and did not engage in any activities. However, when the team traveled to North Carolina, Shakeria Morrison's hometown, Morrison was permitted to leave to go home to stay overnight with her parents. On another occasion, Cedrika Sweeting was at an away game and was permitted to go offsite with her cousin.

38. Approximately March 28, 2016, Coach Johnson contacted Burks' parents under the guise of her concern about Plaintiff Burks failing three classes. Plaintiff Burks' parents contacted Plaintiff Burks and questioned her about the status of her classes.

39. Plaintiff Burks explained that she currently had low grades in those courses, but it was due to her not having completed all of her assignments. The professors were aware of this

and had approved opening the courses up again to permit Plaintiff Burks to complete all of her quizzes and coursework.

40. Plaintiff Burks then contacted the three professors to see if this was indeed the case. Each professors confirmed Plaintiff Burks' statement, expressing their knowledge of her circumstances as an athlete and their willingness to reopen the courses so she may complete the coursework.

41. After Plaintiff Burks completed all of her coursework, she finished the semester with a 2.76 grade point average. The NCAA and Defendant only required Plaintiff Burks to maintain a 2.0 GPA to remain eligible to play sports.

42. On April 4, 2017, Plaintiff Burks was called into a meeting with Coach Gibson to discuss her status on the team. The coaches discussed her academic progress and Plaintiff Burks explained that she missed assignments while traveling and that she had since completed all of her assignments, as agreed upon by her professors. Plaintiff Burks requested the coaches wait until the grades were posted.

43. However, they refused to do so and told her that she would be dismissed from the team. They immediately provided Plaintiff Burks with a document entitled, "Voluntary Withdrawal Form." Plaintiff Burks contacted her parents, who directed her not to sign the document as she had not voluntarily withdrawn. The form reflected Coach Gibson's signature, the Sport Administrator's signature and the Athletic Director's signature. The reason for the withdrawal remained blank.

44. Defendant purportedly released Plaintiff Burks for academic reasons; however, she exceeded the NCAA's GPA requirement and Defendant's GPA requirement. Whereas, other

players earned GPAs that were below the 2.00 GPA guidelines and were allowed to remain on the team with no issue or concern.

45. Defendant also has a pattern and practice of treating girls and boys disparately in the handling of stipends for similar sports, in violation of Title IX of the Education Amendments Act of 1972. By way of example, during the fall break, players on the boys' basketball team received a \$600 stipend and the girls only received a \$300 stipend. Defendant provided no explanation for the unequal benefit to the women basketball players.

46. Coaches Gibson, Johnson, and Ganus discriminated against Plaintiff Burks and wrongfully dismissed her because of her association with bisexual players and Gibson's strong dislike for gays.

47. Plaintiff has retained the undersigned to represent his interests in this cause and is obligated to pay a fee for these services. Defendant should be made to pay said fee under the statutory provisions cited herein and such other grounds as are authorized.

STATEMENT OF FACTS – DEANN WHITLOW

48. Plaintiff Whitlow, a former sophomore player on Defendant's girls' basketball team, began her tenure with the team in the summer of 2015, under the leadership of Coach LeDawn Gibson. Plaintiff Whitlow also suffers from an asthmatic condition, of which coaches were aware.

49. From Plaintiff Whitlow's freshman year, she became aware of acts of bullying and intimidation from the coaches. By way of example, approximately March 2016, during the MEAC tournament against North Carolina A & T, Coach Ganus grabbed Plaintiff Whitlow by her jersey and began to yell directly in her face. As Plaintiff Whitlow attempted to pull away,

Coach Ganus continued to hold onto her jersey and yell because Plaintiff Whitlow missed a three point rebound.

50. Plaintiff Whitlow's family watched the game on ESPN 3 and witnessed Coach Ganus' grabbing her jersey and shouting in her face. In the wake of this act, the channel took a commercial break; however, after the game, when Plaintiff Whitlow spoke to her mother, Plaintiff Whitlow's mother became upset and stated she would drive to Tallahassee to speak with the coaches about their behavior on national television. Plaintiff Whitlow, in fear of retaliation, asked her mother not to speak with the coaches about the incident.

51. In August 2016, Plaintiff Whitlow began to experience shortness of breath. She believed she may have been having issues with her asthma and went to the emergency room. After an examination, the physician prescribed steroids as treatment; however, Plaintiff Whitlow's condition did not improve.

52. Shortly thereafter, Plaintiff Whitlow contacted her mother to inform her that she was not progressing well and her mother contacted Coach Gibson. Plaintiff Whitlow's mother requested Coach Gibson to allow Plaintiff Whitlow to return home to visit her pulmonary specialist.

53. The day after Plaintiff Whitlow arrived home, she was rushed to the hospital because she could not breathe. After a six hour stay at the hospital, Plaintiff Whitlow was diagnosed with costochondritis. During her hospitalization, Plaintiff Whitlow's mother continued to provide Coach Gibson updates regarding her condition.

54. The following Monday, Plaintiff Whitlow followed up with her pulmonary specialist and returned to Tallahassee Monday night, with medication and restrictions regarding how she should continue strengthening and conditioning.

55. The following Tuesday morning, the team was scheduled to run one-mile stint. When Coach Ganus noticed that Plaintiff Whitlow was not able to run, she asked, “Why are you not running?”

56. After Plaintiff Whitlow explained her condition, Coach Ganus told her, “You are still required to run because you don’t have your doctor’s excuse here with you.” Believing that Coach Gibson updated the coaches about her condition, Plaintiff Whitlow further explained that her mother would be providing the physician’s documentation and restrictions to the coaches and the trainer.

57. Although Plaintiff Whitlow understood the restrictions, Coach Ganus continued to harass Plaintiff telling her that she was still required to run. After repeated harassment, Plaintiff Whitlow contacted her mother, who directed Plaintiff Whitlow to not participate in any running activities as to jeopardize her health. When Coach Ganus continued to harass her about running, Plaintiff Whitlow became upset and went to her room and once again spoke with her mother about the harassment.

58. The same day, Plaintiff Whitlow’s mother scanned and emailed all of the medical documentation from the pulmonary specialist and the emergency room physician. Afterwards, Plaintiff Whitlow believed the issue was no longer of concern. However, later in the day, the team was scheduled to lift weights. Plaintiff Whitlow decided to enter the weight room to observe her teammates.

59. When Coach Ganus noticed Plaintiff, she asked, “Why are you not lifting weights?” Plaintiff Whitlow asked if she received the medical documentation from her mother. Coach Ganus stated, “It did not say you couldn’t lift weights.” Coach Ganus then instructed the trainer to reprimand Plaintiff Whitlow if she did not participate in weightlifting. Plaintiff

Whitlow contacted her mother once again, who contacted the physician. The physician provided an additional note that also restricted Plaintiff Whitlow's ability to lift weights.

60. Plaintiff Whitlow later learned that the coaches actually received the medical documentation, but Coach Ganus specifically told the trainer that they ignored it. Coach Ganus continued to harass Plaintiff Whitlow and told her that she researched her condition because it seemed like something "made up." In addition, Coach Johnson continually made the comment that "something is always wrong with DeAnn."

61. Within a few weeks later, Plaintiff had been medically released and able to return to full play. However, after Plaintiff Whitlow returned to a healthy state, the coaches began to retaliate against Plaintiff Whitlow and only permitted her to play a minimal time frame of only three minutes in no more than approximately ten of 25 scheduled games.

62. Thereafter, in September 2016, Coach Gibson contacted Plaintiff Whitlow's mother to inform her that Plaintiff Whitlow should not associate with Plaintiffs Mariah Reynolds and London Holland because they were gay. Coach Gibson blatantly stated they were bad influences. When Plaintiff refused to disassociate from the players, Coaches Gibson and Ganus began to retaliate further by contacting Plaintiff Whitlow's mother and fabricating a story and making false allegations that Plaintiff Whitlow had been in bed with a female named Nora Berry. This was an untrue statement.

63. During away games, Coach Gibson often stated negative comments regarding the choice of food. Specifically, Coach Gibson stated the coaches would not eat Chinese food and desired to eat at a different restaurant as Plaintiff Whitlow because they (the coaches) did not eat pussy as did Plaintiff Whitlow.

64. In addition, when Plaintiff Whitlow and other teammates used the term, “bro” when referring to each other, Coach Ganus criticized them to say that only boys speak those terms as if girls were not allowed to refer to or address each other using masculine terms.

65. At the end of the 2016 season, Plaintiff Whitlow’s roommate, Shaulanda Burney-Robinson was scheduled to have knee surgery. Burney-Robinson’s mother planned to visit during this time. Coach Gibson told Plaintiff Whitlow and Plaintiff Holland they should not “act fast (flirtatious) and have people in and out of the house while Burney-Robinson’s mother visited.” Plaintiff Whitlow was highly offended by the comment and decided to meet with Coach Gibson.

66. During the meeting, Coach Gibson apologized to Plaintiff Whitlow indicating she did not mean to place Plaintiff Whitlow in the same category as Plaintiff Holland as being a “whore” and admitted she did so simply because they were friends.

67. As the December 2016 holiday season approached, Plaintiff Whitlow informed her mother that since the coach had already denied her to play in games, even after she fully recovered, she understood some of the players would not be permitted to travel to the upcoming game at Howard University in Washington, D.C. Plaintiff Whitlow shared concerns that Coach Gibson would continue to retaliate against her by not allowing her to play in the game because she remained friends with a gay player. Plaintiff Whitlow’s mother asked Coach Ganus why she indicated this was an unpermitted and wrongful action when Plaintiff Njoku was left alone, but expressed no concerns for Plaintiff Whitlow’s safety in this instance. Coach Ganus provided no response.

68. The day before the team was scheduled to travel, Plaintiff Whitlow was informed that she would not be traveling with the team and would have to remain in Tallahassee over the

Christmas break. The campus was closed during this time. As a result, with only a 24-hour notice, Plaintiff Whitlow's mother was forced to purchase an airline ticket to avoid Plaintiff Whitlow having to remain on campus alone during the holiday closure.

69. Upon Plaintiff Whitlow's mother hearing the news, she immediately contacted Coach Erik Rashad to express her concerns about the coach's decision. Coach Rashad suggested Plaintiff Whitlow's mother contact the Athletic Director to express her concerns and asked if she would be willing to travel to Tallahassee for a face to face meeting. Plaintiff Whitlow's mother agreed and indicated she would be available on January 9, 2017.

70. On January 5, 2017, Plaintiff Whitlow's mother received a call from the Deputy Athletic Director Charles Elliott via Plaintiff's Whitlow's cell phone. Elliott attempted to convince Plaintiff Whitlow's mother that it was not necessary to travel to Florida due to the expense. Defendant's staff also indicated that the matters could be resolved by phone. Plaintiff Whitlow's mother explained that it was not her desire to speak by phone and expressed that the coaches had little to no concern regarding finances when she purchased an airline ticket, with only a 24-hour notice, for Plaintiff Whitlow to return home from Tallahassee to a safe environment in Tennessee. However, before ending the telephone conversation, Plaintiff Whitlow's mother shared her grave concerns for Plaintiff Whitlow's safety and well being while a member of Defendant's team.

71. On January 9, 2017, Ms. Whitlow met with Milton Overton, Charles Elliot, Coach Gibson, Coach Johnson, and Coach Chatman. Upon information and belief, Coach Ganus, who bullied Plaintiff about her medical condition, was directed not to attend. During the meeting, Plaintiff Whitlow's mother shared several concerns, including but not limited to Plaintiff Whitlow being left on campus in a secluded and wooded area away from the main campus,

Plaintiff Whitlow as the only individual remaining in the apartment complex, and describing the coach's decision as a negligent act on behalf of Defendant.

72. Plaintiff Whitlow's mother also questioned why she was only given a 24-hour notice that her daughter would not travel with the team. Defendant's staff attempted to defend Coach Gibson's action by stating that the coach's actions were within University policy and campus was not closed because there were foreign students who remained on campus, with security and housing administration present.

73. However, Plaintiff Whitlow's mother explained that Plaintiff Whitlow, along with other players, resided in an apartment complex, Palmettos South, and requested information regarding security and housing administrators for the complex. Defendant had no explanation regarding security or housing administrators. When Plaintiff Whitlow requested Defendant's policy that permitted Coach Gibson to leave Plaintiff Whitlow in Tallahassee, Defendant provided no explanation and had no such policy. Coach Gibson apologized and admitted she did not think about the decision from a safety perspective.

74. Plaintiff Whitlow's mother also expressed her concerns about the bullying, retaliation, and "coaching by intimidation." Plaintiff Whitlow's mother candidly stated that she was concerned that by requesting the meeting, Plaintiff Whitlow may face retaliation. Plaintiff Whitlow's mother told the Athletic Director that she fully aware of the coaches threatening the players with taking their scholarships if they did not do "exactly" as the coaches directed, both on and off the court. The Athletic Director emphatically responded, "Oh no no no, that is not going to happen because we do not operate like that."

75. Nevertheless, on April 25, 2017, the same day her grandfather passed away, Plaintiff Whitlow was dismissed from the team and her scholarship was revoked due to Plaintiff

Whitlow's mother addressing major concerns regarding Defendant's female basketball program. On several occasions, Plaintiff Whitlow's mother desired to address the issue, but Plaintiff Whitlow remained in fear stating, "Please do not call the coach because things will only get worse for me." Plaintiff Whitlow's mother could no longer allow the intimidation, bullying, and fear of retaliation to continue.

STATEMENT OF FACTS – MARIAH REYNOLDS

76. Plaintiff Reynolds began her freshman year on Defendant's girls' basketball team during the fall of 2015. Prior to arriving at Defendant, Coach Gibson contacted Plaintiff Reynolds on a daily basis and upon her arrival, Gibson told Plaintiff Reynolds' parents, I'm going to treat your daughter as if she were my own." However, things did not go as anticipated.

77. As the semester began, Plaintiff Reynolds worked very closely with Assistant Coach Ganus because Ganus was also her academic Coach. As such, Ganus' responsibility was to ensure Plaintiff Reynolds succeeded academically as well as on the court.

78. From the onset, Coach Ganus began to ask Plaintiff Reynolds personal questions that made her feel quite uncomfortable. By way of example, Coach Ganus asked if she was dating Plaintiff Holland. Then, Coaches Ganus, Gibson, and Johnson approached Plaintiff Reynolds and Plaintiff Holland and asked them if they were dating. They both told the coaches they were not dating. The coaches told Plaintiff Reynolds and Plaintiff Holland that if it was determined they were dating, they would be released from the team after the Christmas break. Thereafter, in order to keep a check on a potential relationship between what she believed may have been gay players, on numerous occasions Coach Gibson continued to harass Plaintiff Reynolds by asking if she and Plaintiff Holland were engaged in a relationship.

79. As the season progressed, Coach Gibson exhibited bullying tactics, demeaned Plaintiff Reynolds, and even resorted to calling her a “jackass” during practice. The other coaches followed suit and began to engage in similar behavior as well.

80. By way of example, on one occasion, Coach Johnson entered the locker room and made an announcement to Plaintiff Holland in the presence of the team that if Plaintiff Reynolds did not return to her own dorm room she and Plaintiff Holland would suffer consequences, which would result in their removal from the team.

81. During the spring 2016 semester, Gibson called Plaintiff Reynolds into her office regarding issues with the NCAA; however, Gibson took this opportunity to once again harass and question Plaintiff Reynolds about her personal life and whether she was having a relationship with Plaintiff Holland.

82. After the spring 2016 semester, Gibson released Plaintiff Reynolds from the team. Thereafter, Gibson called Plaintiff Reynolds to explain that it was quite risky releasing her from the team due to academic issues. Yet, Plaintiff Reynolds was not ineligible to continue playing due to academic issues. Gibson then explained that she was released because she engaged in a homosexual relationship with Plaintiff Holland.

83. Gibson officially released Plaintiff Reynolds during the summer of 2016; however, Plaintiff Reynolds would often visit campus with friends and to attend to matters related to school. After her release, the team sponsored an “open gym” event whereby members of the public or anyone the team members invited could attend the event. Several teammates invited Plaintiff Reynolds, but when she arrived to play, Gibson contacted one of the teammates, who then told Plaintiff Reynolds Gibson wanted her to leave the facility because she was not allowed to play with the former team members.

84. On another occasion, as Plaintiff Reynolds was in the gym rebounding plays for Plaintiff Holland, two players screamed at the top of their lungs to inform Plaintiff Reynolds that she needed to leave the premises. Because Plaintiff Reynolds and Plaintiff Holland were in the gym playing basketball alone, the coaches did not want them in the presence of each other.

85. As the fall 2016 semester began, Gibson told Plaintiff Whitlow that she was not permitted to associate with Plaintiff Reynolds and Plaintiff Holland because of their sexual preference. Coach Gibson specifically told Plaintiff Holland that Plaintiff Reynolds was a distraction to her and to the game of basketball.

86. Although Plaintiff Reynolds was no longer a member of the team, coaches continued to single her out, bully and harass her based on her sexuality, and because she established a friendship with her former teammates. Plaintiff Reynolds had no influence on any teammates' sexuality, but the coaches made it emphatically clear that they did not like gay players.

STATEMENT OF FACTS – LONDON HOLLAND

87. Plaintiff Holland began her junior year in the fall of 2015. From the moment Plaintiff Holland arrived on campus, Coach Gibson judged her based on her character and who Plaintiff Holland began to associate with on the team.

88. In addition, based on Coach Gibson's opinion about Plaintiff Holland, she began to spread rumors with other coaches within the basketball program. By way of example, Coach Gibson told Plaintiff Whitlow's mother that Plaintiff Whitlow and Plaintiff Holland had made a name for themselves around campus as the nasty girls.

89. Plaintiff Holland also overheard Coach Gibson inform another individual not associated with the program, that the girls' team typically did not travel with the boys' team because the girls tended to be flirtatious.

90. On another occasion, Coach Gibson discussed Plaintiff Holland's grades with parents other than Plaintiff Holland's parents, in direct violation of the Family Educational Rights and Privacy Act of 1974 (FERPA), which is a federal law that protects the privacy of student education records and applies to all schools that receive funds under an applicable program under the U.S. Department of Education.

91. In November 2015, after the North Carolina game, Coaches Gibson, Johnson, and Ganus held Plaintiff Reynolds and Plaintiff Holland after practice to question them about allegations of fraternizing, simply because they "appeared" to be sitting much closer to each other than the other teammates.

92. After this incident, during a meeting to discuss Plaintiff Holland's academic progress, Coach Ganus began to ask Plaintiff Holland very personal questions regarding her lifestyle, which made Plaintiff Holland feel extremely uncomfortable.

93. On another occasion, after a game against Clemson, Coach Ganus told Plaintiff Holland that she played a great game, but then resorted calling Plaintiff Holland her little atheist and that God will take her back one day.

94. During away games, Coach Gibson often stated negative comments regarding the choice of food. Specifically, Coach Gibson stated the coaches would not eat Chinese food and desired to eat at a different restaurant as Plaintiff Holland because they (the coaches) did not eat pussy as did Plaintiff Holland.

95. In addition, when Plaintiff London and other teammates used the term, “bro” when referring to each other, Coach Ganus criticized them to say that only boys speak those terms as if girls were not allowed to refer to or address each other using masculine terms.

96. Coach Gibson clearly did not want players to associate with Plaintiff Holland. When Plaintiff Reynolds became ill and had to be rushed to the emergency room, Plaintiff Holland contacted Coach Gibson to inform her of Plaintiff Reynolds’ condition; however, rather than show concern, Coach Gibson humiliated Plaintiff Holland and questioned why she went to the hospital with Plaintiff Reynolds rather than Plaintiff Holland’s roommate.

97. Prior to a teammate having surgery, Coach Gibson met with all housemates, including Plaintiff Holland and Plaintiff Whitlow and told them that their home needed to be clean because the teammate’s mother would be arriving. The reason she gave was that their home was known as the whore house. After the meeting, Coach Johnson followed Plaintiff Holland into the locker room and while in the presence of teammates, Coach Johnson announced that Plaintiff Reynolds needed to move her items from Plaintiff Holland’s dorm room, even though they were housemates. Thereafter, whenever the team traveled, Coach Gibson continually monitored Plaintiff Holland’s room to make sure Plaintiff Reynolds was not present.

98. Coach Gibson unilaterally told others of Plaintiff Holland’s sexual preference as she wanted to ensure everyone became aware and to disassociate from Plaintiff Holland. In fact, Coach Gibson told the parents of the other Plaintiffs that Plaintiff Holland was a bad influence and that Plaintiff Holland did not have the correct sexual preference.

99. While traveling for an away game, after arriving at the airport, Plaintiff Holland was left behind once the team deplaned. By the time Plaintiff Holland made it to baggage claim, Coach Gibson demanded that Plaintiff Holland grab all of the ball bags and the team’s uniforms.

With a sigh, Coach Gibson repeated the demand and threatened Plaintiff Holland with physical harm, stating, “You’d better grab those bags before I punch you in the face.” Coach Gibson made the threat in the presence of the other team members.

100. Because of Coach Gibson’s strong dislike toward gays, the intimidation and humiliation continued. By the time the end of the spring semester arrived, Plaintiff Holland was suspended and later released of her scholarship due to academic concerns. Under Plaintiff Holland’s contract, she needed a 2.7 GPA to remain on team. Because Plaintiff Holland was a very skilled and athletic player, Coach Gibson allowed Plaintiff Holland to remain under contract until she increased her GPA.

101. At the end of the spring semester, Plaintiff Holland earned a 3.0 GPA; however, as she began the following academic year, given Plaintiff Holland’s sexual preference, Coach Gibson retaliated against her by excluding the housing allowance from her scholarship package. Thus, Plaintiff Holland was not allowed to room with any teammates.

102. During the first week of August 2016, Plaintiff Holland was assaulted by a teammate, but Coach Gibson convinced her to not press charges. Plaintiff Holland the other player were both suspended, but Plaintiff Holland received a longer suspension.

103. Thereafter, Coach Gibson began to issue Plaintiff Holland reprimands for various miniscule issues. By way of example, she was reprimanded for remaining in the team house during Hurricane Hermine, which was allegedly a curfew violation.

104. As the new academic year progressed, the Coaches continued to ask Plaintiff Holland about her relationship with Plaintiff Reynolds. The coaches also told the team that if they could not “cut off” their old connections with Plaintiff Reynolds, they did not need to be a part of the team.

105. In addition, Coaches would reprimand the players if they spoke to or communicated with former Coach Rashad who recruited them to become players. If players were seen talking to the former coach, they were benched during a game and not permitted to play.

106. Further, Plaintiff Holland was kicked out of the gym when she rebounded with Plaintiff Reynolds. Thereafter, Plaintiff Holland was left alone on campus during the Thanksgiving break. Then, Plaintiff Holland was required to spend more time on the court during games and more time during practice, which meant that other players were not placed in as a substitute and allow Plaintiff any time to rest and rehydrate her body.

107. Under the guise of academic concerns, Coach Gibson released Plaintiff Holland from the team based solely on her sexual preference. Specifically, when Coach Gibson released Plaintiff Holland from the team, she stated, “I will make this as short as possible.” She then asked Plaintiff Holland to sign a voluntary pre-prepared withdrawal form as a “release” from the team. The form only required Plaintiff Holland’s signature to become effective.

108. In the weeks and months later, Plaintiff Holland became extremely saddened and experienced a loss of appetite caused by the unexpected stress and bullying from the female coaching staff. As a result, Plaintiff Holland began to noticeably lose weight. In fact, coaches from the male staff asked Plaintiff Holland if she was okay and wanted to know if she was eating. As with all of the Plaintiffs, Plaintiff Holland’s home away from home had become an atmosphere of embarrassment, humiliation and extreme stress solely based on her sexual preference.

STATEMENT OF FACTS – JESSICA NJOKU

109. Plaintiff Njoku began her first semester on the female basketball team during the fall of 2015 as a junior transfer from Long Beach City College in Long Beach, California.

110. When Plaintiff Njoku arrived on campus, she established a good relationship with Coach Andrea Johnson and Coach Ganus, such that Plaintiff Njoku and Coach Gibson would speak at least twice per week.

111. On Thanksgiving Day of 2015, Plaintiff Njoku received a text message from Coach Andrea Johnson stating that Plaintiff Njoku would not travel with the team the following day; however, she would still be required to arrive for team practice scheduled for 6:00 am and participate in practice. In addition, Coach Johnson informed Plaintiff Njoku that she would not disclose the reason for her inability to travel until the following day at practice. The same night, the team ate dinner at Coach Ganus's residence, but none of the coaches spoke to or communicated with Plaintiff Njoku.

112. On December 27, 2015, Coach Johnson texted Plaintiff Njoku to inform her that she would not be allowed to travel to the Clemson game the following day. Johnson provided no reason. Plaintiff Njoku then contacted Coach Ganus to ask the reason for her inability to travel and Coach Ganus stated she had no knowledge of the situation. While upset, Gibson then contacted Plaintiff Njoku to inform her that she should not have contacted Coach Ganus to inquire about the reason for not traveling.

113. Plaintiff Njoku's concern was that it was the Christmas break and the men's basketball team would also travel out of town. Therefore, Plaintiff Njoku would be alone in University housing without any transportation. In addition, the University was closed at the time. Coach Ganus later told Plaintiff Njoku that she would be allowed to travel; however, she

would only be allowed to act as a team manager, collect the balls and sweaty uniforms and assist with the rebounds.

114. During a game against Bethune Cookman University, Coach Gibson told Plaintiff Njoku to get off of the man court and allow the other players to shoot the ball. When Plaintiff Njoku asked Coach Gibson to repeat her statement, Coach Gibson and Coach Johnson began to laugh at Plaintiff Njoku. Afterwards, Plaintiff met with both coaches and Coach Johnson blatantly told Plaintiff, “I do not like you.”

115. After Coach Johnson made it clear that she did not like Plaintiff Njoku, Plaintiff Njoku experienced severe harassment and ridicule. By way of example, during one trip, Coach Gibson asked one of the teammates to give Plaintiff Njoku her boarding pass and demeaningly called her a “thin weave” as to refer to her hair. As another example, during a game, Plaintiff Njoku missed a pass as she reached backwards for the ball. She fell and rolled her ankle. Rather than checking to see if Plaintiff Njoku was uninjured, Coach Gibson and Coach Johnson laughed and mocked Plaintiff. Both coaches then stated that Plaintiff Njoku only fell to gain attention.

116. In March of 2016, Coach Gibson called Plaintiff Njoku into her office for what Plaintiff Njoku believed was an academic meeting. When she arrived, Coach Ganus asked Plaintiff Njoku to sign a waiver stating that she voluntarily left the team. Plaintiff Njoku had not left the team, but Coach Ganus told Plaintiff Njoku that if she did not sign the waiver, her scholarship for the remainder of the semester would be terminated.

117. In April 2016, Plaintiff decided to go to an open gym where recruits and teammates were playing. Coach Ganus, Coach Gibson and Coach Johnson were also present. The coaches called a team meeting where the entire team was told that they should not be in the presence of Plaintiff Njoku and that Plaintiff Njoku should be kept in the past.

118. As a result of Coach Ganus' threat of terminating her scholarship, Plaintiff Njoku was forced to leave the team. Thereafter, she learned that Coach Ganus circled her name on the board and told the entire team to leave her in the past. In other words, remaining team members were not to associate with Plaintiff Njoku.

119. As a result of the isolation and the termination of her scholarship, Plaintiff Njoku spoke with Athletic Director Overton and explained the difficulties she had experienced during the season. Overton told Plaintiff Njoku that he would do everything he could to assist her in paying for schooling through grant funds or a campus job. However, Overton did nothing to assist Plaintiff Njoku or speak with the Coaches about their misconduct and actions toward Plaintiff Njoku.

120. In August 2016, Plaintiff Njoku visited the Al Lawson gym as some of the teammates invited her to participate. When the coaches noticed Plaintiff Njoku and Plaintiff Reynolds, they told a player to inform Plaintiff Njoku and Plaintiff Reynolds to immediately leave the gym. The player also told them that Coach Gibson refused to begin the game until after they both left the premises.

121. In April 2017, Plaintiff Njoku decided to go to the gym simply to shoot basketball with a few senior players. Coach Johnson told one of the players to ask Plaintiff Njoku to leave the gym. When Plaintiff Njoku refused to leave, Coach Johnson called Bruce Daniels, Assistant Manager of Events, to direct Plaintiff Njoku to leave.

122. On May 5, 2017, Plaintiff Njoku entered the gym to play basketball alone. Plaintiff Njoku noticed that Coach Ganus began watching her from the office. Shortly thereafter, Daniels arrived and told Njoku that she had to leave the gym.

123. Thereafter, the coaches intentionally shunned Plaintiff Njoku and whenever they saw her on campus, although she was a former player, they would make sure they did not speak to her as if she was an outcast.

124. In or around June 2017, Plaintiff Njoku was with her friend Victoria LNU when Victoria received a call from Coach Ganus explaining that a Title I representative was in her office investigating Plaintiff Njoku's complaint where Ganus circled her name on the board. However, rather than the Title I representative anonymously investigating Plaintiff Njoku's complaint, she revealed the email to Coach Ganus and discussed matters that should have remained confidential.

125. Plaintiffs have retained the undersigned to represent their interests in this cause and are obligated to pay them a reasonable fee for their services. Defendant should be made to pay said fee under the laws applicable to this action.

COUNT I
GENDER/ GENDER IDENTIFICATION /SEXUAL ORIENTATION
DISCRIMINATION

126. Paragraphs 1-125 are re-alleged and incorporated herein by reference.

127. This is an action against Defendant for gender/gender identification/sexual orientation under §1000.05, Florida Statutes, and 20 U.S.C. §1681-1688 (Title IX of the Education Amendments of 1972).

128. Defendant has taken action and allowed action to be taken against Plaintiffs because of their gender/gender identification and/or sexual orientation. During Plaintiffs' tenure as students with Defendant, they were the victims of disparate treatment and hostility with no action taken by Defendant to prevent or otherwise correct a known problem. Then after notice of

discrimination described more fully herein, Defendant delayed in taking action and caused additional harassment and harm to Plaintiffs.

129. Defendant knew or should have known of the discrimination perpetuated against Plaintiffs and failed to take prompt and adequate remedial action or took no action at all to prevent the abuses to Plaintiff. The events set forth herein lead, at least in part, to adverse action against Plaintiffs including without limitation her terminations from the basketball team with Defendant.

130. Defendant knowingly condoned and ratified the discrimination set forth above.

131. The discrimination complained of herein affected a term, condition, or privilege of Plaintiff's education with Defendant.

132. Defendant's conduct and omissions constitute intentional discrimination and unlawful employment practices based upon gender/sex in violation of the state and federal laws applicable to this action.

133. As a direct and proximate result of Defendant's conduct described above, Plaintiff has suffered emotional distress, mental pain and suffering, past and future pecuniary losses, inconvenience, mental anguish, loss of enjoyment of life and other non-pecuniary losses, along with lost back and front pay, interest on pay, bonuses, and other tangible and intangible damages. These damages have occurred in the past, are permanent and continuing.

COUNT II
COMMON LAW NEGLIGENCE

134. Paragraphs 1-125 above are re-alleged and incorporated herein by reference.

135. This count sets forth a claim against Defendant for common law negligence and is based on negligent acts and omissions during the time Plaintiffs were members of Defendant's women's basketball team, under the leadership of Coach LeDawn Gibson.

136. Defendant knew or should have known that Plaintiffs were within a zone of risk related to participation in the sport and after repeated reports, would be subjected to harm if Defendant failed to protect Plaintiffs from such harm. Defendant knew or should have known that Plaintiffs were within a zone of risk of the resulting harm.

137. Upon Plaintiffs reporting to campus to participate as members of Defendant's women's basketball team, a legal duty devolved upon Defendant because Plaintiffs were in such foreseeable zones of risk.

138. This duty arose from the special relationship between Defendant and Plaintiffs, and/or because after reports from Plaintiffs and parents, the harms caused by the bullying and harassment to Plaintiffs were within a foreseeable zone of risk.

139. The actions of Defendant were taken in the performance of "operational" functions, i.e., functions that were not necessary to or inherent in policymaking or planning, that merely reflected secondary decisions as to how policies or plans were to be implemented.

140. As a direct and proximate result of Defendant's negligence, Plaintiffs sustained emotional pain, anguish, humiliation, insult, indignity, loss of self-esteem, inconvenience and hurt, and loss of their scholarships and they are therefore entitled to compensatory damages.

COUNT III
COMMON LAW NEGLIGENT SUPERVISION

141. Paragraphs 1-125 above are re-alleged and incorporated herein by reference.

142. This count sets forth a claim against Defendant for common law negligent supervision. For purposes of this count, at all pertinent times, some or all of Defendant's employees and agents were acting within the course and scope of their employment.

143. The actions of Defendant complained of in this count were taken in the performance of "operational" functions, i.e., functions that are not necessary to or inherent in

policymaking or planning, and which merely reflect secondary decisions as to how existing policies or plans will be implemented.

144. The duties of care owed by Defendant to Plaintiffs included the duty to properly supervise its employees and agents, and specifically to observe and monitor the actions, inactions, and overall performance of its employees and agents, to make itself aware of its employees' and agents' professional difficulties and the fitness or unfitness of such employees and agents to act properly under the law, without violating the rights of persons such as Plaintiffs, and in the context of difficulties or unfitness to take remedial actions, including but not limited to investigation, instruction, and reassignment. Plaintiffs were in a foreseeable zone of risk, and these duties of care arose.

145. On information and belief, Defendant breached its duty of care to Plaintiffs by negligently failing to monitor the actions, inactions, and overall performance of its employees and agents, by its negligent failure to make itself aware of the difficulties and fitness or unfitness of such employees and agents to act properly under the law, without violating the rights of persons such as Plaintiffs, and/or by its negligent failure to take remedial actions, including but not limited to investigation, instruction, and reassignment, when it was aware or should have been aware of such employees' and agents' difficulties and unfitness, and such employees and agents then acted in connection with Plaintiffs.

COUNT IV **COMMON LAW NEGLIGENCE TRAINING**

146. Paragraphs 1-125 above are re-alleged and incorporated herein by reference.

147. This count sets forth claims against Defendant for common law negligent training. For purposes of this count, at all pertinent times, some or all of Defendant's employees and agents were acting within the course and scope of their employment.

148. The actions of Defendant complained of in this count were taken in the performance of “operational” functions, i.e., functions that are not necessary to or inherent in policymaking or planning, and which merely reflect secondary decisions as to how existing policies or plans will be implemented.

149. The duties of care owed by Defendant to Plaintiffs included duties to properly train its employees and agents to take care not to harass and bully its student athletes. Plaintiffs were in foreseeable zones of risk and these duties of care arose.

150. On information and belief, Defendant breached its duties of care to Plaintiffs by negligently implementing or operating its training program with regard to its employees and agents, and/or by delivering no training at all to such employees and agents, who then acted in connection with Plaintiffs.

151. As a direct and proximate result of the unlawful acts and omissions of Defendant set forth in part above, Plaintiffs have been damaged, which damages include physical pain, mental anguish, pain and suffering, bodily injury, loss of capacity for the enjoyment of life, embarrassment, humiliation, loss of reputation, and loss of other emoluments. These damages have occurred in the past, are occurring at present, and are likely to continue into the future.

COUNT V
BREACH OF CONTRACT

152. Paragraphs 1 through 125 are incorporated herein by reference.

153. This is an action brought by Plaintiffs for Defendant’s breach of contract. There existed legally valid contracts (scholarship agreements) between the parties (an example of which is attached hereto as Exhibit “A”).

154. The Defendant breach the terms of the Scholarship Agreements when it failed to honor the terms of the Plaintiffs' agreements by wrongfully dismissing them from the women's basketball team, resulting in a breach.

155. As a consequence of the breach, Plaintiffs have been damaged, which damages included all monies that Plaintiffs lost as value of their scholarships, monies expended and any other damages attendant to the breach.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant for the following:

- (a) that process issue and this court take jurisdiction over this cause;
- (b) that this court grant equitable relief against Defendant under the applicable counts set forth above, mandating Defendant's obedience to the laws enumerated herein, and providing other equitable relief to Plaintiffs;
- (c) that this court enter judgment against Defendant and for Plaintiffs awarding all legally-available general and compensatory damages and damages for economic loss to Plaintiffs from Defendant for Defendant's violations of law enumerated herein;
- (d) that this court enter judgment against Defendant and for Plaintiffs permanently enjoining Defendant from future violations of laws enumerated herein;
- (e) that this court enter judgment against Defendants and for Plaintiff awarding Plaintiff costs;
- (f) that this enter judgment against Defendants and for Plaintiff awarding Plaintiff interest where appropriate; and

(g) that this court grant such other and further relief as is just and proper under the circumstances.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury on all issues herein that are so triable.

DATED this 20th day of March 2019.

Respectfully submitted,

/s/ Marie A. Mattox
Marie A. Mattox [FBN 0739685]
MARIE A. MATTOX, P. A.
203 North Gadsden Street
Tallahassee, FL 32301
Telephone: (850) 383-4800
Facsimile: (850) 383-4801
Marie@mattoxlaw.com
Secondary emails:
Michelle2@mattoxlaw.com
marlene@mattoxlaw.com

ATTORNEYS FOR PLAINTIFF

Exhibit A

Florida A&M University
Department of Athletics
Initial Scholarship Agreement

Prospect's Name: Kennedy Burks **Sport:** Women's Basketball **NCAA ID:** 1405711976

Please let this scholarship agreement serve as our financial commitment towards your college education as indicated below. This award will be applied to your account for the 2016-2017 academic year, and will not exceed beyond (1) academic year per NCAA Bylaw 15.02.7. The institution will notify you no later than July 1st of the preceding year regarding the renewal of this grant-in-aid for an additional year in accordance with NCAA Bylaw 15.3.5.

<input checked="" type="checkbox"/> FULL SCHOLARSHIP (includes all listed below)	<input type="checkbox"/> PARTIAL SCHOLARSHIP (includes checked items)
Tuition (up to 18 credit hrs if approved in writing by the AD) *Fees (fines, repeat course fees, excessive hours are not included) *Room (on-campus double occupancy rate) *Board (Gold Meal Plan amount) Course related books	<input type="checkbox"/> Tuition (up to 15 credits) <input type="checkbox"/> Fees (up to 15 credits) <input type="checkbox"/> Room (off campus stipend amount: \$3028) <input type="checkbox"/> Board (Gold Meal Plan amount) <input type="checkbox"/> Course Related Books <input type="checkbox"/> Percent of Full GIA: _____ % <input type="checkbox"/> Annual Award Amount: \$ _____

*Fees for Orientation, Postal, and university fines, are also not included.

Please note: This agreement does NOT include charges or cost for room and board during the summer, Christmas and/or spring recess.

By accepting this award you agree to the following:

1. File the Free Application for Federal Student Aid (FAFSA). List FAMU (0001480) as an institution to receive the Student Aid Report (SAR). Failure to have a COMPLETED file by the first day of student-athlete "early registration" for the next academic semester may result in you not receiving this scholarship for the initial semester in session.
2. The total amount of aid received shall not exceed this institutions total cost of attendance, or the value of a full grant-in-aid plus a Federal Pell Grant, whichever is greater, as provided for in NCAA Bylaw 15.1. Acceptance of financial aid exceeding NCAA limitations may negatively impact student-athletes athletics eligibility. Disclosure of aid awarded to you is required.
3. The receipt of this grant-in-aid is subject to the student fulfilling the applicable requirements for admissions, *INITIAL* eligibility and financial aid for this institution, the Mid-Eastern Athletic Conference and the NCAA. The student agrees to be bound by and abide by determination and by the requirements, rules, and procedures (now in force and as amended from time to time) of the institution, Mid- Eastern Athletic Conference, and the NCAA may make different eligibility determinations and that the student must be deemed eligible by all three entities to compete in intercollegiate athletics.

Conditions That Could Warrant Aid Being Withdrawn: (include but are not limited to)

1. Providing false information on my application or financial aid agreement
2. Engaging in serious misconduct that violates university policy and/or NCAA Bylaws.
3. Voluntarily withdraw from the sport.
4. Withdrawing from classes without proper approval. This causes you to be immediately responsible for scholarship cost.

Indicate your acceptance of this award by providing a signed copy of initial scholarship agreement to the Department of Athletics no later than: 11/18/2015

My signature below signifies that I understand and agree to the above policies and procedures in receipt of this award.

Kennedy Burks 11/11/15
 Prospect Signature Date
C. Burks 11-11-15
 Parent or Guardian Signature Date
Quita Evans 11/9/15
 Director of Financial Aid (or designee) Date

William Nelson 11/5/15
 Head Coach Date
S. D. R. 11/5/15
 Director of Athletics (or designee) Date



2016-17

Administered by the NCAA on behalf of the Collegiate Commissioners Association (CCA)

Do not sign prior to 7 a.m. (local time) on the following dates or after the final signing date listed for each sport.

<u>SPORT</u> (Place an "X" on the proper line)	<u>INITIAL SIGNING DATE</u>	<u>FINAL SIGNING DATE</u>
<input checked="" type="checkbox"/> Basketball (Early Period)	November 11, 2015	November 18, 2015
<input type="checkbox"/> Basketball (Regular Period)	April 13, 2016	May 18, 2016 (<i>Division I</i>) August 1, 2016 (<i>Division II</i>)
<input type="checkbox"/> Football (Midyear JC Transfer)	December 16, 2015	January 15, 2016
<input type="checkbox"/> Football (Regular Period)	February 3, 2016	April 1, 2016
<input type="checkbox"/> Soccer and Men's Water Polo	February 3, 2016	August 1, 2016
<input type="checkbox"/> All Other Sports (Early Period)	November 11, 2015	November 18, 2015
<input type="checkbox"/> All Other Sports (Regular Period)	April 13, 2016	August 1, 2016

IMPORTANT - READ CAREFULLY

It is important to read this entire document before signing it. One copy is to be retained by you and the other copy is to be returned to the institution which will file a copy with the appropriate conference office. It is permissible to transmit copies by facsimile or electronically. The National Letter of Intent (NLI) is a voluntary program with regard to both institutions and prospective student-athletes. No prospective student-athlete or parent is required to sign the NLI for a prospective student-athlete to receive athletics aid and participate in intercollegiate athletics.

- Initial Enrollment in Four-Year Institution.** This NLI applies only to prospective student-athletes who will be entering four-year institutions for the first time as full-time students. It is permissible for 4-2-4 transfer student-athletes to sign the NLI provided a previous valid NLI does not apply. The terms of the previous NLI are satisfied if a student-athlete graduates from the two-year college.
- Financial Aid Requirement.** At the time I sign this NLI, I must receive a written offer of athletics financial aid for the entire 2016-17 academic year from the institution named in this document. The offer must list the terms, conditions and amount of the athletics aid award. (A midyear football two-year college transfer student-athlete must receive a written offer of athletics financial aid for the remainder of the 2015-16 academic year. If the institution does not renew the athletics aid for the following academic year, the student-athlete must be released of the NLI.) In order for this NLI to be valid, my parent legal guardian and I must sign the NLI and I must also sign the offer of athletics aid (see institutional policy for parent legal guardian signature) prior to submission to the institution named in this document, and any other stated conditions must also be met. If the conditions stated on the financial aid offer are not met, this NLI shall be declared null and void.
 - Professional Sports Contract.** If I sign a professional sports contract in the sport in which I signed the NLI, I remain bound by the NLI in all other sports, even if NCAA rules prohibit the institution named in this document from providing me with athletics financial aid for the sport in which I signed the NLI.
- Provisions of Letter Satisfied.**
 - One-Year Attendance Requirement.** The terms of this NLI shall be satisfied if I attend the institution named in this document for one academic year (two semesters or three quarters) as a full-time student.
 - Two-Year College Graduation.** After signing this NLI while in high school and if I later attend a two-year college, the terms of this NLI will be satisfied if I graduate from the two-year college.
- Basic Penalty.** I understand that if I do not attend the institution named in this document for one full academic year and I enroll in another institution participating in the NLI program, I may not compete in intercollegiate athletics until I have completed one full academic year in residence at the latter institution. Further, I understand I shall be charged with the loss of one season of intercollegiate athletics competition in all sports. This is in addition to any seasons of competition used at any institution.
- Early Signing Period Penalties.** Prospective student-athletes who will participate in football are prohibited from signing an NLI during the early signing period for another sport. A prospective student-athlete who signs an NLI during the early period in a sport other than football will be ineligible for practice and competition in football during the first year of enrollment at an NLI member institution and shall forfeit one season of competition in football. In circumstances where a prospective student-athlete's primary sport is not football, but anticipates participating in football, the prospective student-athlete should delay signing an NLI until either the football signing period or during the regular signing period for all other sports.
- Release Request and Appeal Process.** In the event I wish to be released from my NLI obligation, the NLI release request and appeal process information can be reviewed on the NLI Web site at www.national-letter.org. I understand that the NLI Policy and Review Committee has been authorized to issue interpretations, settle disputes and consider appeals for complete release from the provisions of the NLI when extenuating circumstances are determined to exist and the signing institution denies my request for release. I further understand the Committee's decision may be appealed to the NLI Appeals Committee, whose decision shall be final and binding.

7. **Letter Becomes Null and Void.** This NLI shall be declared null and void if any of the following occur:
- a. **Admissions Requirement.** This NLI shall be declared null and void if the institution named in this document notifies me in writing that I have been denied admission or, by the opening day of classes in fall 2016, has failed to provide me with written notice of admission, provided I have submitted a complete admission application. It is my obligation to provide, by request, my academic records and an application for admission to the signing institution. If I fail to submit the necessary academic credentials and/or application to determine an admission decision prior to September 1, the NLI office per its review with the institution will determine the status of the NLI.

If I am eligible for admission, but the institution named in this document defers my admission to a subsequent term, the NLI will be declared null and void; however, this NLI remains binding if I defer my admission.
 - b. **Eligibility Requirements.** This NLI shall be declared null and void if, by the opening day of classes in fall 2016, I have not met NCAA initial eligibility requirements: NCAA, conference or institution's requirements for athletics financial aid; or two-year college transfer requirements, provided I have submitted all necessary documents for eligibility determination.
 - (1) This NLI shall be rendered null and void if I become a nonqualifier per the NCAA Eligibility Center. This NLI remains valid if I am a partial qualifier per NCAA Division II rules unless I do not meet the institution's policies for receipt of athletics aid.
 - (2) It is my obligation to register with and provide information to the NCAA Eligibility Center. If I fail to submit the necessary documentation for an initial-eligibility decision and have not attended classes at the signing institution, the NLI office per its review with the institution will determine the status of the NLI.
 - (3) This NLI shall be rendered null and void if I am a midyear football two-year college transfer and I fail to graduate from two-year college at midyear, if required per NCAA, conference or institutional rules. The NLI remains binding for the following fall term if I graduated, was eligible for admission and financial aid and met the two-year college transfer requirements for competition for the winter or spring term, but chose to delay my admission.
 - c. **One-Year Absence.** This NLI shall be declared null and void if I have not attended any institution (two-year or four-year) for at least one academic year, provided my request for athletics financial aid for a subsequent fall term is denied by the signing institution. *Service in active duty with the U.S. armed forces or an official church mission for at least 12 months can use the One-Year Absence to null and void the NLI.* I may still apply this provision if I initially enrolled in an NLI member institution but have been absent for at least one academic year. To apply this provision, I must file with the appropriate conference office a statement from the director of athletics that such athletics financial aid will not be available for the requested fall term.
 - d. **Discontinued Sport.** This NLI shall be declared null and void if the institution named in the document discontinues my sport.
 - e. **Recruiting Rules Violation.** If eligibility reinstatement by the NCAA student-athlete reinstatement staff is necessary due to NCAA and/or conference recruiting rules violations, the institution must notify me that I have an option to have the NLI declared null and void due to the rules violation. It is my decision to have the NLI remain valid or to have the NLI declared null and void, permitting me to be recruited and not be subject to NLI penalties.
8. **Recruiting Ban After Signing.** I understand all participating conferences and institutions are obligated to respect my signing and shall cease contact with me and my family members after my signing this NLI which includes me and my family members not initiating contact with athletic staffs at other institutions. Any contact in excess of an exchange of a greeting is not permitted regardless of the conversation. The conversation does not have to result in recruiting discussion for a recruiting ban violation to occur. I shall notify any coach who contacts me that I have signed an NLI. Once I enroll in the institution named in this document, the NLI Recruiting Ban is no longer in effect and I shall be governed by applicable NCAA bylaws.
9. **7-Day Signing Deadline.** If my parent/legal guardian and I do not sign this NLI and accompanying offer of athletics aid within 7 days after the date of issuance (noted on the signing page) it will be invalid. The 7-day signing deadline does not apply if the NLI is received on the last day of a signing period (e.g., August 1). In this case, the 7-day signing deadline only applies if there are 7 days remaining for the signing period. Additionally, the institution must file the NLI with its conference office within 14 days of the date of final signature; otherwise, the NLI is invalid.
10. **Statute of Limitations.** I am subject to the NLI penalty if I do not fulfill the agreement; however, if I do not attend an NLI member institution to fulfill the agreement or penalty and four years has elapsed since my signing date, the NLI is no longer binding. Therefore, this NLI is in full force and effect for a period of four years, commencing with the date I sign this NLI, if I do not attend an NLI member institution during the period of four years.
11. **Coaching Changes.** I understand I have signed this NLI with the institution and not for a particular sport or coach. If a coach leaves the institution or the sports program (e.g., not retained, resigns), I remain bound by the provisions of this NLI. I understand it is not uncommon for a coach to leave his or her coaching position.
12. **Coaching Contact Prohibited at Time of Signing.** A coach or an institutional representative may not hand deliver this NLI off the institution's campus or be present off campus at the time I sign the NLI per NCAA rules. This NLI may be delivered by express mail, courier service, regular mail, email or facsimile. An NLI submitted to an institution electronically is permissible.

It is important to read more information about the NLI at www.national-letter.org.



NATIONAL LETTER OF INTENT

2016-2017

Name of Prospective Student-Athlete BURKS KENNEDY
Last First Middle Initial

Permanent Address GRAND PRAIRIE TX 75054 US
City State Postal Code Country

Prospective Student-Athlete's NCAA ID 1405711976 Date of Birth 07/22/1998
(must be registered with the NCAA Eligibility Center and on the Institutional Request List)

Submission of this NLI has been authorized by

SIGNED

[Signature]
Director of Athletics (or designee)

11/11/2015

Date Issued to Prospective Student-Athlete

WOMEN'S BASKETBALL
Sport

For Institutional Use Only:

Two-year college transfer ☐

Two-year college expected graduation date _____
(if required to graduate)

This is to certify my decision to enroll at _____
Name of Institution

I certify that I have read all terms and conditions included in this document. I have discussed them with the coach and/or other staff representatives of the institution named above, and I fully understand, accept and agree to be bound by them. I understand that signing this NLI is voluntary and I am not required to sign the NLI to receive athletics aid and participate in intercollegiate athletics. Additionally, I give my consent to the signing institution, to disclose to authorized representatives of its athletics conference, the NCAA and the NLI Office any documents or information pertaining to my NLI signing. Further, I give my consent to the NLI Office to disclose my name and personally identifiable information from my education records to a third party (including but not limited to the media) as necessary to correct any inaccuracies reported by the media or related to my NLI signing, without such disclosure constituting a violation of my rights, including my rights under the Family Educational Rights and Privacy Act.

If I falsify any part of this NLI, or if I have knowledge that my parent or legal guardian falsified any part of this NLI, I understand I shall forfeit the first year of my athletics competition at any NLI member institution.

My signature on this NLI nullifies any agreements, oral or otherwise, which would release me from the conditions stated within this NLI.

SIGNED

Kennedy Burks
Prospective Student-Athlete Signature

11/11/15
Signing Date (Mth/Day/Yr)

10:11 AM
Time (Circle - A.M. / P.M.)
Do not sign prior to 7:00 a.m.
(local time) on the initial
signing date.

Parent/ legal guardian signature required if prospective student-athlete
has not reached his or her 21st birthday.

SIGNED

(Check one) ☒ Parent or ☐ Legal Guardian Signature

Connie Burks
Print Name of Parent/Legal Guardian

11-11-15
Signing Date (Mth/Day/Yr)

10:11 AM
Time (Circle - A.M. / P.M.)
Do not sign prior to 7:00 a.m.
(local time) on the initial
signing date.

817-360-8248
Telephone Number (including area code)

kennedy.burks@yahoo.com
Email Address

