

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Barbara Scheper

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES-CENTRAL DISTRICT

11 Wayne Arnold, an individual,

12 Plaintiff,

13 v.

14 Concordia International University,  
15 Concordia University Irvine, Ken  
16 Ammann, Kathryn Aberg, Kayle  
17 Knuckles, Jalen Sanders, Does 1 to  
18 100,

19 Defendants.

CASE NO. 22STCV06324

PLAINTIFF'S COMPLAINT  
FOR DAMAGES AND  
INJUNCTIVE RELIEF

1. Invidious Racial Discrimination
2. Violation of Due Process under State and Federal Constitutions
3. Defamation/Libel
4. Intentional Infliction of Emotional Distress
5. Negligent Infliction of Emotional Distress
6. Negligence
7. Breach of Contract
8. Breach of Covenant of Good Faith and Fair Dealing

UNLIMITED JURISDICTION

JURY TRIAL DEMANDED

23 COMES NOW Plaintiff, Wayne Arnold, an individual, and for causes of  
24 action against Defendants, Concordia International University, Concordia  
25 University Irvine, Ken Ammann, Kathryn Aberg, Kayle Knuckles, Jalen Sanders  
26 and Does 1 to 100, inclusive, (collectively referred to as "DEFENDANTS")  
27 alleges as follows:

28 **PLAINTIFF'S COMPLAINT FOR DAMAGES**

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2  
3 **THE PARTIES**

4 1. Plaintiff Wayne Arnold (“WAYNE” or “Plaintiff”), at all material  
5 times, was an individual residing in the County of Los Angeles, State of  
6 California.

7 2. Defendant Concordia International University, at all material  
8 times, was a California Corporation with its principal place of business in the  
9 County of Los Angeles, State of California.

10 3. Defendant Concordia University Irvine, at all material times, was a  
11 California Corporation with its principal place of business in the County of  
12 Orange, State of California.

13 4. Defendants Concordia International University and Concordia  
14 University Irvine are collectively referred to as the (“SCHOOL.”)

15 5. Defendant Ken Ammann (“AMMANN”), was, at all material times,  
16 an individual residing in the County of San Bernardino, State of California.

17 6. Defendant Kathryn Aberg (“ABERG”), was, at all material times, an  
18 individual residing in the County of Orange, State of California.

19 7. Defendant Kayle Knuckles (“KNUCKLES”), was, at all material  
20 times, an individual residing in the County of San Bernardino, State of  
21 California.

22 8. Defendant, Jalen Sanders (“SANDERS”), was, at all material times,  
23 an individual residing in the County of Orange, State of California.

24 9. Plaintiff does not know the true names or capacities of the  
25 Defendants sued as DOES 1 through 100, inclusive. Thus, Plaintiff sues these  
26 Defendants under fictitious names. When their true names and capacities have  
27 been ascertained, Plaintiff will amend this Complaint.

28 10. Plaintiff is informed and believes, and based thereon alleges, that

1 the fictitiously named Defendants were the agents, servants, and employees of  
2 each of the named Defendants and, in doing the acts and things alleged, were at  
3 all times acting within the course and scope of that agency, servitude, and  
4 employment and with the permission, consent, and approval, or subsequent  
5 ratification, of each of the named Defendants. Reference to “DEFENDANTS”  
6 includes the named Defendants and the DOE Defendants.

7 11. WAYNE is informed and believes, and based thereon alleges, that  
8 at all material times, each of the Defendants was the agent and/or employee of  
9 each of the remaining Defendants, and each of them was at all material times  
10 acting within the purpose and scope of such agency and employment.

11 **GENERAL ALLEGATIONS**

12 12. WAYNE played a basketball game in the evening of February 12,  
13 2022.

14 13. WAYNE was a star basketball player, playing basketball for the  
15 Varsity Basketball team at Concordia University Irvine.

16 14. After the basketball game, WAYNE walked back to his dorm room.

17 15. WAYNE is informed and believes that sometime between 11:00 pm  
18 and midnight on February 12, 2022, KNUCKLES and/or SANDERS noticed that  
19 a PlayStation 5 (“PS5”) was missing from their room.

20 16. WAYNE is informed and believes that based on racial animus,  
21 racial discrimination, racial profiling and racial bias, KNUCKLES concluded  
22 that “it must have been WAYNE” who stole the PS5.

23 17. WAYNE shares a dorm room with his roommate and KNUCKLES  
24 and SANDERS share a room adjacent to WAYNE’s room.

25 18. The two rooms share a bathroom and shall be collectively be  
26 referred to as the “SUITE of ROOMS.”

27 19. WAYNE is informed and believes that KNUCKLES provided a  
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1 statement to school authorities that “WAYNE was the last person he’d seen  
2 leaving the SUITE of ROOMS before he noticed the PS5 was missing.”

3 20. WAYNE is informed and believes that no other evidence exists  
4 connecting him to the claim that he stole the PS5.

5 21. A few days later, on or about February 17, 2022, WAYNE was  
6 expelled from the basketball team where he was a star player after a brief “Star  
7 Chamber” type interview WAYNE had with AMMANN and the basketball  
8 coaching staff.

9 22. WAYNE received no proper notice of the charges against him by the  
10 basketball coaching staff and received no fair process in violation of his due  
11 process rights.

12 23. In addition, WAYNE was asked about a number of other completely  
13 uncorroborated allegations of theft from other students and/or other members  
14 of the basketball team.

15 24. WAYNE had no notice of these other allegations.

16 25. WAYNE never had a chance to review the details of the statements  
17 made against him and was not permitted to proffer evidence or statements to  
18 prove his innocence of the charge that he stole the PS5.

19 26. WAYNE is informed and believes that the other uncorroborated  
20 allegations against WAYNE were, like the allegations of KNUCKLES and  
21 SANDERS, the product of conjecture and/or speculation based on racial  
22 animus, racial discrimination, racial profiling and racial bias.

23 27. In short, WAYNE was expelled from the basketball team without  
24 any due process based on a complete lack of credible evidence, where the  
25 charges or allegations were the product of conjecture and/or speculation and  
26 based on racial animus, racial discrimination, racial profiling and racial bias.  
27

1 28. The “non-process” that WAYNE was provided on or about February  
2 17, 2022 is strong evidence of both a violation of his procedural due process  
3 rights and evidence that he was the subject of racial animus, racial  
4 discrimination, racial profiling and/or racial bias.

5 **FIRST CAUSE OF ACTION**  
6 **Invidious Racial Discrimination**  
7 **Against All Defendants by Plaintiff**

8 29. WAYNE hereby incorporates the paragraphs above as though fully  
9 set forth below.

10 30. WAYNE alleges that his removal from the basketball team  
11 without any proper process and based on conjecture, speculation and utterly  
12 baseless allegations constituted a violation of his right to be free of racial  
13 discrimination pursuant to various state and federal laws, statutes, and  
14 constitutional rights.

15 31. WAYNE is informed and believes and based on that information  
16 and belief alleges that DEFENDANTS’ conduct constituted oppression, fraud  
17 or malice as those terms are defined in Civil Code section 3294 and related  
18 cases.

19 32. WAYNE was damaged as a result of this invidious racial  
20 discrimination and DEFENDANTS’ conduct was a substantial factor in bringing  
21 about WAYNE’s damages.

22 **SECOND CAUSE OF ACTION**  
23 **Violation of Due Process**  
24 **Against All Defendants by Plaintiff**

25 33. WAYNE hereby incorporates the paragraphs above as though  
26 fully set forth below.

27 34. DEFENDANTS were obligated to conform their processes for  
28 investigating, charging and hearing complaints regarding student discipline to

1 the law of Due Process as contained in various laws, including, but not limited  
2 to California statutory law, case law, regulatory law and/or constitutional law  
3 and Federal statutory law, case law, regulatory law and/or constitutional law.

4 35. DEFENDANTS failed to provide adequate process regarding  
5 WAYNE's removal from the roster of the basketball team and, essentially,  
6 provided no process at all.

7 36. DEFENDANTS failure to provide adequate process regarding  
8 WAYNE's removal from the roster of the basketball team constituted a  
9 violation of WAYNE's rights to Due Process.

10 37. WAYNE is informed and believes and based on that information  
11 and belief alleges that DEFENDANTS' conduct constituted oppression, fraud or  
12 malice as those terms are defined in Civil Code section 3294 and related cases.

13 38. WAYNE was damaged as a result of this violation of WAYNE's due  
14 process rights and DEFENDANTS' conduct was a substantial factor in bringing  
15 about WAYNE's damages.

16 **THIRD CAUSE OF ACTION**  
17 **Defamation/Libel/Slander (CA Civil Code §§ 44-46**  
18 **Against All Defendants by Plaintiff**

19 39. WAYNE hereby incorporates the paragraphs above as though fully  
20 set forth below.

21 40. DEFENDANTS published a false and unprivileged writing which  
22 exposed WAYNE to hatred, contempt, ridicule, or obloquy, or which caused  
23 WAYNE to be shunned or avoided, or which had a tendency to injure him in his  
24 occupation.

25 41. DEFENDANTS spoke words, made transitory gestures and/or  
26 engaged in any other non-written form of communication which exposed  
27 WAYNE to hatred, contempt, ridicule, or obloquy, or which caused WAYNE to

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1 be shunned or avoided, or which had a tendency to injure him in his occupation.

2 42. WAYNE is informed and believes and based on that information  
3 and belief alleges that DEFENDANTS' conduct constituted oppression, fraud or  
4 malice as those terms are defined in Civil Code section 3294 and related cases.

5 43. WAYNE was damaged as a result of DEFENDANTS' conduct and  
6 DEFENDANTS' conduct was a substantial factor in bringing about WAYNE's  
7 damages.

8 **FOURTH CAUSE OF ACTION**  
9 **Intentional Infliction of Emotional Distress**  
10 **Against all Defendants by all Plaintiff**

11 44. WAYNE hereby incorporates the paragraphs above as though  
12 fully set forth below.

13 45. DEFENDANTS conduct was outrageous.

14 46. DEFENDANTS conduct was either reckless or intended to cause  
15 emotional distress.

16 47. WAYNE suffered severe emotional distress and other general and  
17 special damages.

18 48. WAYNE was damaged as a result of DEFENDANTS' conduct and  
19 DEFENDANTS' conduct was a substantial factor in bringing about WAYNE's  
20 damages.

21 **FIFTH CAUSE OF ACTION**  
22 **Negligent Infliction of Emotional Distress**  
23 **Against all Defendants by Plaintiff**

24 49. WAYNE hereby incorporates the paragraphs above as though  
25 fully set forth below.

26 50. DEFENDANTS were negligent in their conduct described above.

27 51. WAYNE suffered serious emotional distress and other general  
28 and special damages.

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1           52.   WAYNE was damaged as a result of DEFENDANTS’ conduct and  
2 DEFENDANTS’ conduct was a substantial factor in bringing about WAYNE’s  
3 damages.

4                                   **SIXTH CAUSE OF ACTION**

5   **Negligence**

6                                   **Against all Defendants by Plaintiff**

7           53.   WAYNE hereby incorporates the paragraphs above as though  
8 fully set forth below.

9           54.   DEFENDANTS owed WAYNE a duty of care.

10          55.   DEFENDANTS breach their duty of care to WAYNE by their  
11 conduct described above.

12          56.   WAYNE was damaged as a result of DEFENDANTS’ conduct and  
13 DEFENDANTS’ conduct was a substantial factor in bringing about WAYNE’s  
14 damages.

15                                   **SEVENTH CAUSE OF ACTION**

16   **Breach of Oral/Written Contract**

17                                   **Wrongful Eviction Against all Defendants by Plaintiff**

18          57.   WAYNE hereby incorporates the paragraphs above as though  
19 fully set forth below.

20          58.   WAYNE is a student and star basketball player at Concordia  
21 International University/Concordia University Irvine.

22          59.   WAYNE and DEFENDANTS entered into a verbal and/or written  
23 agreement in which DEFENDANTS were 1) to abide by rules of due process  
24 and procedure when investigating and/or alleging and/or conducting hearings  
25 regarding misconduct by WAYNE; and 2) to protect WAYNE and other  
26 students from invidious racial discrimination.

27          60.   DEFENDANTS’ obligations to WAYNE 1) to abide by rules of due  
28 process and procedure when investigating and/or alleging and/or conducting



1 hearings regarding misconduct by WAYNE; and 2) to protect WAYNE and  
2 other students from invidious racial discrimination were material terms of the  
3 agreement.

4 61. DEFENDANTS failed to live up to their end of the agreement 1)  
5 by failing to abide by rules of due process and procedure when investigating  
6 and/or alleging and/or conducting hearings regarding misconduct by  
7 WAYNE; and 2) by failing to protect WAYNE and other students from  
8 invidious racial discrimination.

9 62. WAYNE did all, or substantially all, of the significant things that  
10 the agreement required him to do.

11 63. WAYNE was damage by DEFENDANTS' conduct and  
12 DEFENDANTS' conduct was a substantial factor in causing WAYNE's  
13 damages.

14 64. WAYNE is entitled to consequential and foreseeable damages for  
15 injuries sustained as a result of the breach of contract by DEFENDANTS.  
16 Such damages include, but are not limited to, past and future medical  
17 expenses, including expenses for psychic injuries, past and future wage loss,  
18 relocation expenses, and other general and special damages in an amount to  
19 be determined at trial.

20 **EIGHTH CAUSE OF ACTION**

21 **Breach of Covenant of Good Faith and Fair Dealing**  
22 **Against All Defendants by Plaintiff**

23 65. WAYNE hereby incorporates the paragraphs above as though fully  
24 set forth below.

25 66. WAYNE and DEFENDANTS entered into a verbal and/or written  
26 agreement in which DEFENDANTS were 1) to abide by rules of due process  
27 and procedure when investigating and/or alleging and/or conducting hearings

1 regarding misconduct by WAYNE; and 2) to protect WAYNE and other  
2 students from invidious racial discrimination.

3 67. DEFENDANTS breached the contract and covenant of good faith  
4 and fair dealing by, including but not limited to, 1) failing to abide by the rules  
5 of due process and procedure when investigating and/or alleging and/or  
6 conducting hearings regarding misconduct by WAYNE; and 2) by failing to  
7 protect WAYNE and other students from invidious racial discrimination.

8 68. Due to DEFENDANTS' breaches, DEFENDANTS unfairly  
9 interfered with WAYNE's right to receive the benefits of the contract, including,  
10 but not limited to, safe and fair programs, including safe and fair academic  
11 programs and safe and fair athletic programs, as administered by the  
12 DEFENDANTS free from invidious racial discrimination and protected from  
13 baseless allegations of misconduct by the protections of fair due process.

14 69. WAYNE did all, or substantially all, of the significant things that  
15 the contract required him to do.

16 70. WAYNE is entitled to consequential and foreseeable damages for  
17 injuries sustained as a result of the breach of contract by DEFENDANTS.  
18 Such damages include, but are not limited to, past and future medical  
19 expenses, including expenses for psychic injuries, past and future wage loss,  
20 relocation expenses, and other general and special damages in an amount to  
21 be determined at trial.  
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**PRAYER FOR RELIEF**

WHEREFORE, THE PLAINTIFF prays for judgment against DEFENDANTS, and each of them, as follows:

**As to the First (Invidious Racial Discrimination); Second (Violation of Due Process), Third (Defamation), and Fourth (Intentional Infliction of Emotional Distress) Causes of Action:**

- a. For general and special damages in an amount to be determined at trial;
- b. For compensatory damages for losses resulting from humiliation, personal injury, mental anguish and emotional distress according to proof;
- c. For costs of suit herein incurred;
- d. Prejudgment interest;
- e. For reasonable attorney fees; and
- f. For any other or further relief as the Court may deem just and proper.

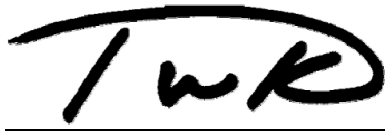
**As to the Fifth (Negligent Infliction of Emotional Distress); Sixth (Negligence); Seventh (Breach of Contract), Eighth (Breach of Covenant of Good Faith and Fair Dealing), Causes of Action:**

- a. For general and special damages in an amount to be determined at trial;
- b. For compensatory damages for losses resulting from humiliation, personal injury, mental anguish and emotional distress according to proof;
- c. For costs of suit herein incurred;
- d. Prejudgment interest;
- e. For punitive damages;
- f. For reasonable attorney fees; and
- g. For any other or further relief as the Court may deem just and proper.

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PLAINTIFF demands a trial by jury.

Dated: 21 February 2022



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Thomas W. Kielty,  
Attorney for Plaintiff