

FILED

2019 MAY 10 PM 3:14

CIVIL DISTRICT COURT

[REDACTED]

* NUMBER 19-4977 F-7

ON BEHALF OF HER MINOR CHILD, J.E.

* CIVIL DISTRICT COURT

VERSUS

* PARISH OF ORLEANS

INSTITUTE FOR ACADEMIC EXCELLENCE (d/b/a Sophie B. Wright Charter School); SHARON CLARK, IN HER CAPACITY AS CHARTER SCHOOL DIRECTOR; JAMES WATSON, IN HIS CAPACITY AS PRESIDENT OF THE BOARD OF DIRECTORS; AND WAYNE HARDY, IN HIS CAPACITY AS DEAN OF STUDENTS.

* STATE OF LOUISIANA

FILED: _____

* DEPUTY CLERK: _____

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VERIFIED PETITION FOR A TEMPORARY RESTRAINING ORDER WITHOUT NOTICE, PRELIMINARY INJUNCTION, AND PERMANENT INJUNCTION

I. INTRODUCTION

1. This is an action brought by Plaintiffs, [REDACTED] and [REDACTED] on behalf of her minor child, J.E.

(collectively referred to as "Plaintiffs") seeking to enjoin Defendants, Institute for Academic Excellence, d/b/a Sophie B. Wright Charter School ("SBWCS"); Sharon Clark, in her capacity as Charter School Director of SBWCS ("Ms. Clark"); James Watson, in his capacity as President of the Board of Directors of the SBWCS ("Mr. Watson"); and Wayne Hardy, in his capacity as Dean of Students of SBWCS ("Mr. Hardy") (collectively referred to as "Defendants") from implementing any disciplinary actions against Plaintiffs that were made in violation of SBWCS' Parent-Student Handbook (the "Handbook") and multiple state laws including, but not limited, to the decision to prohibit Plaintiffs from participating in SBWCS' graduation ceremonies, scheduled on May 13, 2019 at 10:00 a.m. at Xavier University of Louisiana.

2. *Plaintiffs are aware of a suit filed against some of the Defendants in this Court.¹ The instant action asserts different facts, legal allegations, injuries, and plaintiffs.*

II. JURISDICTION AND VENUE

3. This Court is vested with subject matter jurisdiction pursuant to Article 2 of the Louisiana Code of Civil Procedure.
4. Venue is proper in Orleans Parish pursuant to Articles 42 and 76.1 of the Louisiana Code of Civil Procedure.

III. PARTIES

5. **Plaintiffs are:**

- a. [REDACTED] is an 18-year-old² high school senior at SBWCS eligible to graduate. She is the sister of plaintiff, [REDACTED], and is a permanent resident of Orleans Parish, Louisiana.
- b. [REDACTED] is a 19-year-old³ high school senior at SBWCS eligible to graduate. She is the sister of plaintiff, [REDACTED], and is a permanent resident of Orleans Parish, Louisiana.
- c. [REDACTED] is an 18-year-old⁴ high school senior at SBWCS eligible to graduate and is a permanent resident of Orleans Parish, Louisiana.
- d. [REDACTED] is an 18-year-old⁵ high school senior at SBWCS eligible to graduate and is a permanent resident of Orleans Parish, Louisiana.
- e. [REDACTED] is an 18-year-old⁶ high school senior at SBWCS eligible to graduate and is a permanent resident of Orleans Parish, Louisiana.
- f. J.E. is a 17-year-old⁷ high school senior at SBWCS eligible to graduate. J.E. is a permanent resident of Orleans Parish, Louisiana. J.E. is represented by and

¹ [REDACTED] v. *Sophie B. Wright Charter School*, No. 2:19-cv-10087-BWA-JVM, 10 (E.D. La May 5, 2019).

² Date of Birth: 10/24/2000.

³ Date of Birth: 05/28/1999.

⁴ Date of Birth: 01/19/2000.

⁵ Date of Birth: 04/25/2001.

⁶ Date of Birth: 03/25/2001

⁷ Date of Birth: 08/10/2001.

through his mother, [REDACTED], a permanent resident of Orleans Parish, Louisiana of the age of majority.

6. Made Defendants are:

- a. Institute for Academic Excellence (d/b/a Sophie B. Wright Charter School) is, upon information and belief, a nonprofit corporation domiciled in Orleans Parish, Louisiana, that has been authorized by the Orleans Parish School Board to operate SBWCS as a public charter high school.
- b. Sharon Clark is, upon information and belief, a person of the age of majority who resides in Orleans Parish, Louisiana, and serves as the Charter Director and Principal of SBWCS. Upon information and belief, Ms. Clark, in her role as Charter Director and Principal, implemented and enforced SBWCS' internal policies and procedures in connection with the subject of this petition.
- c. Wayne Hardy is, upon information and belief, a person of the age of majority who resides in Orleans Parish, Louisiana and serves as a Coach and the Dean of Students at SBWCS. Upon information and belief, Mr. Hardy, in his role as Dean of Students, implemented and enforced SBWCS' internal policies and procedures in connect with the subject of this petition.
- d. James Watson is, upon information and belief, a person of the age of majority who resides in Orleans Parish, Louisiana and serves as the President of the Board of Directors of SBWCS (the "Board"), and in this capacity, is charged with ensuring that the Board is legally compliant in its operations of SBWCS.

IV. FACTUAL ALLEGATIONS

7. All Plaintiffs are enrolled as seniors at SBWCS, who have satisfied all necessary academic requirements to receive their high school diplomas. *See Exhibit A, "April 18 Notice."*
8. Defendants allege that Plaintiffs participated with a large group of other students in a "senior prank" day consisting of water gun and water balloon play at SBWCS on April 5, 2019 (the "April 5 Prank").

9. In response to the April 5 Prank, Defendants took disciplinary actions against Plaintiffs and other SBWCS students, the approximate number of which is unknown, which included a five (5) day suspension and a prohibition from participating in senior activities including: the senior prom; senior picnic; senior “roll call” ceremony; and the graduation ceremony, scheduled for May 13, 2019 at 10:00 a.m., at Xavier University of Louisiana. *See Exhibit B, Parents, advocate protest discipline practices at Sophie B. Wright school, Nola.com|Times-Picayune*⁸.
10. As an example of how Defendants carried out the actions described in Paragraph 8, an 18-year-old high school senior at SBWCS eligible to graduate an 18-year-old high school senior at SBWCS eligible to graduate plaintiff J.E. received a form notice dated April 5, 2019, stating that he had been suspended for five (5) days, from April 5-12, for “blatant disrespect for authority [sic] faculty [sic] or staff”; “willful disobedience”; “disrespect to authority to figures that substantially interferes with the learning of others.” *See Exhibit C, “Disciplinary Notice”*. Upon information and belief, the other Plaintiffs received the same form notice. It is unknown whether the other students who participated in the April 5 Prank also received such notice.
11. Defendants have yet to provide Plaintiffs the evidence or information they relied upon in identifying the Plaintiffs as participants in the April 5 Prank, or any evidence or information regarding who they “disrespect[ed]” or “disobe[yed],” and under what circumstances those allegations arose.
12. Plaintiffs served their suspensions from April 8, 2019 to April 12, 2019.
13. On April 8, 2019, Principal Sharon Clark and Board President James Watson released similar statements pertaining to the April 5 Prank, threatening Plaintiffs with potential civil and criminal charges against them. *See Exhibit D, “Clark Statement”; Exhibit E, “Watson Statement.”*
14. On the evening of April 9, 2019, all Plaintiffs and/or their families went to SBWCS to attend a previously scheduled meeting of the Board; Plaintiffs and/or their families went

⁸ <https://www.nola.com/education/2019/04/parents-advocates-protest-discipline-practices-at-sophie-b-wright-school.html>, dated April 17, 2019 (last viewed May 9, 2019).

to said meeting in an effort to address the propriety of the disciplinary actions issued against the students allegedly involved in the April 5 Prank, including Plaintiffs. *See* Exhibit F, “April 9 Board Agenda.”

15. When Plaintiffs and their families arrived at the April 9 meeting, they were told by the SBWCS’ attorney, Tracie Washington (“Ms. Washington”), that the Board meeting had been canceled, allegedly due to a lack of quorum.
16. Regardless, Ms. Washington and Mr. Hardy then used the April 9 meeting as an “informal” meeting. At this informal April 9 meeting, Plaintiffs were told by Defendants that they could appeal the disciplinary actions to the Board.
17. At the informal April 9 meeting, Plaintiffs were given document entitled “Appeal/Grievance Reference Sheet” outlining the appeals process for the disciplinary actions taken against them. *See* Exhibit G, “Appeal/Grievance Reference Sheet.” This document does not otherwise appear on the SBWCS website, in its Handbook, or elsewhere.
18. Plaintiffs followed the instructions on the “Appeal/Grievance Reference Sheet” and lodged their appeals to the Board on SWBCS’s website.
19. Following that submission of information, Plaintiff J.E. received an email dated April 10, 2019 from SBWCS. *See* Exhibit H, “Disciplinary Appeal Notice”, notifying him of a scheduled disciplinary appeal hearing with the Board on April 16. Upon information and belief, the other Plaintiffs received the same email, scheduling their disciplinary hearings for April 16 as well.
20. At no time prior to the April 16, 2019 disciplinary hearings did the Board publish public notices on SBWCS’ website of their intent to meet as a Board to conduct the disciplinary hearings, as required by Louisiana Open Meetings Laws.
21. On April 16, Plaintiffs arrived at the location of the hearing to find a paper notice posted on the door. *See* Exhibit I, “April 16 Suspension Revocation Notice.” The April 16 Suspension Revocation Notice, for the first time, bifurcated the disciplinary action taken against Plaintiffs into (a) a suspension and (b) the “other punishments the student received.” *Id.* The April 16 Notice “rescinded” the already-served five-day suspension

and gave parents the option to discuss the “other punishments” with SBWCS’ administration. *Id.* It is unclear what “rescinded” means in this context, as students had already missed those days of school; it is also unclear whether the suspensions have been removed from the students’ permanent records.

22. Upon information and belief, outside of its appearance in paper form on the door of the cancelled hearing, Plaintiffs did not otherwise receive the April 16 Suspension Revocation Notice from Defendants.
23. The April 16 Suspension Revocation Notice also informed Plaintiffs of their remaining recourse to challenge any discipline per SBWCS: to schedule a meeting with a member of the staff, Mr. Hardy. All Plaintiffs scheduled such meetings.
24. At these meetings, Ms. Washington, Mr. Hardy, and other SBWCS administrators asked Plaintiffs about unrelated past violations of the Handbook. They also did not afford Plaintiffs an opportunity to discuss or provide evidence regarding Plaintiffs’ alleged involvement in the April 5 Prank.
25. At no point during these meetings did Defendants provide evidence regarding Plaintiffs’ alleged involvement in the April 5 Prank or other evidence undergirding the decision to issue disciplinary action against Plaintiffs.
26. Despite being interrogated by SBWCS’ attorney, Plaintiffs were never afforded an opportunity to obtain counsel of their own or have counsel present at their individual meetings.
27. On April 18, 2019, Plaintiffs learned via email that the administrators of SBWCS had denied Plaintiffs’ request to participate in senior activities. *See* Exhibit A, April 18 Denial Notice.
28. No explanation was provided to Plaintiffs as to the basis of SBWCS’ decision to deny their participation in senior activities.
29. No explanation was provided to Plaintiffs as to why such denials came from SBWCS staff rather than from the Board, as required by the Handbook.
30. The April 18 Denial Notice states that SBWCS reached its decision “[a]fter careful consideration of this matter and based on a review of entire record” *Id.* Plaintiffs are

wholly unaware of the documents or evidence that constitute “the entire record.” Such record does not include Plaintiffs’ own testimony or any testimony they or their representatives might have elicited in cross-examining witnesses at a disciplinary hearing.

31. The Handbook sets forth specific policies and procedures for the issuance of and appeal of all disciplinary actions. *See* Exhibits J10, J11.
32. To date, no Plaintiff has been provided the opportunity to contest their involvement in the April 5 Prank as required by SBWCS’ Handbook.
33. To date, upon information and belief, the Board has yet to convene to hold a hearing, consider evidence, or make any decision on the disciplinary action issued against Plaintiffs as a result of their alleged involvement in the April 5 Prank as required by Handbook. *See* Exhibits J10, J11.
34. Failure to grant the instant TRO *without notice* will result in irreparable harm to Plaintiffs: there is no amount of money that can replace the once-in-a-lifetime opportunity to participate in, and to have their families witness, commencement exercises for a high diploma with graduating classmates and in their graduation regalia. High school graduation day is a longstanding American tradition that marks a passage into adulthood. And for plaintiffs [REDACTED] and [REDACTED], who will both be first-generation high school graduates, not participating in commencement exercises deprives their families of the opportunity to witness and celebrate a milestone that has never occurred.

V. ALLEGATIONS

A. COUNT ONE: BREACH OF CONTRACT

35. Plaintiffs restate and reallege each and every allegation herein and incorporate them herein by reference.
36. Some Louisiana courts have recognized a contractual relationship between a student and the school that he or she attends.⁹ Some state courts have acknowledged that school

⁹ *See Babcock v. New Orleans Theological Seminary*, 554 So. 2d 90, 95 (La. App. 4 Cir. 1989) (“we believe [plaintiff] and the [school] were in a type of contractual relationship during his matriculation.”); *Miller v. Loyola*

handbooks, and other written school policies, are contracts between the school and its enrolled students.¹⁰ This contract theory derives from the notion that a breach can be found between a school and a student when the school promised in its handbook to provide service that is guaranteed, which has been described as “an identifiable contractual promise that the defendant failed to honor.”¹¹

37. The Handbook includes the following provisions:

- a. “The Charter School Director...may undertake corrective measures which they believe to be in the best interest of the student(s) and the school provided such action does violate board policies or procedures, or state or federal laws.” *See* Exhibit J8.
- b. “[Students] have a right to tell [their] side of a problem before anything happens . . . This means that you will not be punished for breaking a rule or taking someone else’s right away without being given a chance to tell your side of the story.” *See* Exhibit J10.
- c. “The Sophie B. Wright High School mandates that all students shall be treated fairly and honestly in resolving grievances, complaints, or in the consideration of any suspension or expulsion. Due process shall be defined as fair and reasonable approaches to all areas of student grievances and discipline on the part of all school officials in order not to arbitrarily deny a student the benefits of the instructional process.” *See* Exhibit J11.
- d. “The designated Board Members shall review all documentation regarding the [discipline] incident, and if determined to be necessary by the Board, conduct a hearing on the matter. The results of the review or hearing shall be sent to the parents or legal guardian within three (5) [sic] school days. The decision of the Board shall be final.” *See Id.*

Univ. New Orleans, No. 2002-0158 (La. App. 4 Cir. 9/30/02), 829 So. 2d 1057, 1065 (“students can use contract law’s implied obligations of good faith and fair dealing in some cases in order to receive what was promised to them.”).

¹⁰ *See Babcock* 554 So. 2d at 95 (Fourth Circuit upholding the trial court’s finding that “school publications given to students were part of the terms of a ‘contract’ between a school and its students.”).

¹¹ *Miller v. Loyola Univ. of New Orleans*, 2002-0158 (La. App. 4 Cir. 9/30/02), 829 So. 2d 1057, 1061, *writ denied*, 2002-3093 (La. 3/14/03), 839 So. 2d 38.

38. Upon information and belief, Defendants have breached their contract with Plaintiffs:
- a. Plaintiffs have not received proper notice as outlined in the Handbook and the Appeals/Grievance Sheet.
 - b. Plaintiffs have not been accorded an opportunity to contest their alleged involvement in the April 5 Prank as outlined in the Handbook and the Appeals/Grievance Sheet.
 - c. Plaintiffs have not been accorded an opportunity to contest the disciplinary action taken against them as outlined in the Handbook and the Appeals/Grievance Sheet.
 - d. Plaintiffs have not been afforded an opportunity to participate in a process to address the disciplinary action taken against them Handbook and the Appeals/Grievance Sheet, including Defendants' decision to prohibit their participation in senior activities such as graduation.

B. COUNT TWO: VIOLATION OF OPEN MEETINGS LAWS

39. Plaintiffs restate and reallege each and every allegation herein and incorporate them herein by reference.
40. To the extent necessary, Plaintiffs plead this count in the alternative to the previous count.
41. The boards of Type 3B charter schools, such as SBWCS, are statutorily required to observe Louisiana's Open Meetings Laws ("OML"). OML require 24 hours advance public notice of all meetings of their boards and board committees. La. R.S. 17:3996(B)(9), 42:13, 42:19; 28 La. Adm. Code, Bulletin 126, §§ 2101-2107. OML additionally require charter school boards to make decisions by a quorum of its members. La. R.S. 42:13, 42:14, 42:15, 42:19.
42. "Any person who has been denied any right conferred [in the OML provisions] may institute enforcement proceedings." La. R.S. 42:25.
43. Defendants have violated Louisiana's OML by:
- a. failing to provide any public notice of their Board meetings, including the scheduled April 16 Board disciplinary hearings; and

- b. failing to meet and make a final determination on the disciplinary appeals of Plaintiffs, and instead abdicating its decision-making power to SBWCS and allowing its administrators to make a final determination on the Plaintiffs' request to appeal the disciplinary action taken against them.¹²

C. COUNT THREE: NEGLIGENCE

44. Plaintiffs restate and reallege each and every allegation herein and incorporate them herein by reference.
45. To the extent necessary, Plaintiffs plead this count in the alternative to the previous count.
46. Article 2315 of the Louisiana Civil Code provides that every act of a person that causes damage to another obliges the person by whose fault it happened to repair it. Such negligence claims require plaintiffs to allege facts supporting five separate elements:
- (1) the Defendant had a duty to conform his or her conduct to a specific standard of care;
 - (2) the Defendant failed to conform his or her conduct to the appropriate standard of care;
 - (3) the Defendant's substandard conduct was a cause-in-fact of the Plaintiff's injuries;
 - (4) the Defendant's substandard conduct was a legal cause of the Plaintiff's injuries; and
 - (5) actual damages.

Pinsonneault v. Merchants & Farmers Bank & Trust Co., 01-2217, p. 6 (La. 4/3/02), 816 So. 2d 270, 275-76.

47. Louisiana courts recognize that acts or omissions may breach both general duties and contractual duties and thus may give rise to actions in both tort and contract. Only active breaches of contract also give rise to tort claims. Failing to perform a contractual obligation is a passive breach.
48. Upon information and belief and as averred above, Defendants have blatantly disregarded and failed to enact the disciplinary processes outlined in the Handbook and Appeals/Grievance Sheet. Plaintiffs were entitled to certain rights with regard to disciplinary action taken against them. And as a result of Defendants' failure, Plaintiffs

¹² Each public body shall be prohibited from utilizing any manner of proxy voting procedure, secret balloting, or any other means to circumvent the intent of the [Open Meetings Laws]. See La. R.S. 42:14(B).

have suffered irreparable harm.

D. COUNT FOUR: VIOLATION OF STATE STUDENT PRIVACY LAWS

49. Plaintiffs restate and reallege each and every allegation herein and incorporate them herein by reference.
50. To the extent necessary, Plaintiffs plead this count in the alternative to the previous count.
51. Under Louisiana law, “[A]ll personally identifiable information is protected as a right to privacy under the Constitution of Louisiana...and no official or employee... or other local public-school systems shall provide personally identifiable student information to any other person, [except as provided by law].” La R.S. 17:3914(A).
52. Upon information and belief, Defendants violated Plaintiff [REDACTED]’s right to privacy when they included his name in the disciplinary notice sent to J.E. *See* Exhibit A.
53. Upon information and belief, similarly, Defendants violated Plaintiff [REDACTED]’ right to privacy when they included her name in a disciplinary decision sent to another student, [REDACTED]. *See* Exhibit A.

E. COUNT FIVE: VIOLATION OF LA. R.S. 17:416

54. Plaintiffs restate and reallege each and every allegation herein and incorporate them herein by reference.
55. To the extent necessary, Plaintiffs plead this count in the alternative to the previous count.
56. La. R.S. 17:416 accords students certain due process rights regarding disciplinary actions such as suspensions and expulsion. In relevant part, 17:416 provides that “prior to any suspension, “a school shall advise the pupil in question of the particular misconduct of which he is accused as well as the basis for such accusation, and the pupil shall be given an opportunity at that time to explain his version of the facts to the school principal or his designee.”
57. La. R.S. 17:416 additionally defines “disciplinary action” to include: “[o]ther disciplinary measures approved by the principal and faculty of the school and in compliance with school board policy.”

58. Defendants violated Plaintiffs' due process rights guaranteed in La. R.S. 17:416 as averred above, by suspending Plaintiffs for five days with no process and cancelling the Board meeting that was to permit students to appeal the disciplinary action taken against them.
59. Defendants further violated Plaintiffs' due process rights as averred above by violating the Handbook policies about contesting disciplinary procedures, as well as its own disciplinary and appeals process as articulated in the Handbook.

VI. PRAYER FOR RELIEF

A. REQUEST ONE: TEMPORARY RETRAINING ORDER WITHOUT NOTICE

60. Plaintiffs request that this Honorable Court issue an *ex parte* temporary restraining order, *without notice*, under La. Code of Civ. Pro. art 3601 (1). Such relief is appropriate when “[i]t clearly appears from specific facts shown by a verified petition or by supporting affidavit that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or his attorney can be heard in opposition, and [t]he applicant's attorney certifies to the court in writing the efforts which have been made to give the notice or the reasons supporting his claim that notice should not be required.”
61. As other courts have held, a TRO is appropriate when “money damages cannot adequately compensate for the injuries suffered and that injuries cannot be measured by pecuniary standards.” *E. New Orleans Neighborhood Advisory Comm'n v. Levy Gardens Partners 2008, LLC*, 2009-0326 (La. App. 4 Cir. 7/15/09), 20 So. 3d 1131, 1135, *writ denied*, 2009-1870 (La. 11/25/09), 22 So. 3d 169.
62. As such, Plaintiffs request an *ex parte* temporary restraining order, *without notice*, enjoining Defendants, their agents, employees, and all persons acting on behalf of or in active concert with Sophie B. Wright Charter School, from:
- a. Implementing any disciplinary actions against Plaintiffs arising out of their alleged involvement in the incident occurring on April 5, 2019, including, but not limited, to the decision to ban Plaintiffs from participating in the May 13, 2019 SBWCS graduation ceremonies;

- b. Engaging in any retaliatory conduct in response to the issuance of the instant TRO and preliminary injunction, including revoking the determination that Plaintiffs have met all requirements to participate in graduation;
- c. Withholding any and all graduation regalia, including graduation cap, gown, and tassel, from Plaintiffs prior to graduation ceremonies on May 13, 2019;
- d. Prohibiting Plaintiffs and/or their guests from entering the premises in which the graduation is scheduled to be held; and
- e. Denying Plaintiffs the ability to participate fully and like any other student in the graduation ceremonies on May 13, 2019.

B. REQUEST TWO: PRELIMINARY AND PERMANENT INJUNCTION

63. Plaintiffs request that this Honorable Court enter a preliminary and permanent injunction.

Such relief is permitted if “the petitioner . . . show[s] by prima facie evidence that: (1) he will suffer irreparable injury, loss or damage if the injunction is not issued and that he is entitled to the relief sought; and (2) that he is likely to prevail on the merits of the case.”

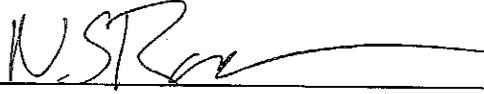
Hyman v. Puckett, 2015-CA-0930 (La. App. 4 Cir. 05/04/16), 193 So.3d 1184, 1189.

64. As such, Plaintiffs request a preliminary and permanent injunction enjoining Defendants, their agents, employees, and all persons acting on behalf of or in active concert with Sophie B. Wright Charter School, from:

- a. Implementing any disciplinary actions against Plaintiffs arising out of their alleged involvement in the prank occurring on April 5, 2019, including, but not limited, to the decision to ban Plaintiffs from participating in the May 13, 2019 Sophie B. Wright graduation ceremonies;
- b. Engaging in any retaliatory conduct in response to the issuance of the instant TRO and preliminary injunction including revoking the determination that Plaintiffs have met all requirements to participate in graduation;
- c. Withholding any and all graduation regalia, including graduation cap, gown, and tassel, from Plaintiffs prior to graduation ceremonies on May 13, 2019;
- d. Prohibiting Plaintiffs and/or their guests from entering the premises in which the graduation is scheduled to be held; and

- e. Denying Plaintiffs the ability to participate fully and like any other student in the graduation ceremonies on May 13, 2019.

Respectfully submitted this 10 day of May, 2019



Victor M. Jones (La. Bar # 34937)

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