

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

STEVIE SCHAPIRO,

CASE NO: CACE-23-020037

Plaintiff,

v.

NOVA SOUTHEASTERN UNIVERSITY, INC.
and **AMY E. ELLIS**, Assistant Professor and
Director, Trauma Resolution And
Integration Program, in her official and
individual capacities,

Defendants.

_____ /

VERIFIED COMPLAINT
(including request for injunctive relief)

Plaintiff Stevie Schapiro, by and through her undersigned attorneys, brings this Complaint against the above-named Defendants, agents, and successors in office, to safeguard her rights under Florida law and in support thereof alleges the following:

ALLEGATIONS COMMON TO ALL COUNTS

1. This is an action for damages that exceed Fifty Thousand Dollars (\$50,000.00), exclusive of costs, interest, and attorneys' fees, as to each identified Defendant. Accordingly, although in filing this Complaint, Plaintiff's counsel was required to and did file a Civil Cover Sheet stating an "Amount of Claims" figure, that figure is for data collection and clerical processing purposes only, and the actual amount of damages in this action will be decided by the jury pursuant to Article I, Section 21,

Florida Constitution, which guarantees openness to all citizens for redress of any harm and/or injury.

2. At all times material hereto, Plaintiff Stevie Schapiro, (hereinafter, "Plaintiff"), was and is a resident of Parkland, Broward County, Florida, was over the age of eighteen (18) years old, and is otherwise *sui juris*.
3. At all times material hereto, Defendant Nova Southeastern University (hereinafter, the "University") is a private, post-secondary education institution, which is believed to be doing business at 3300 South University Drive, Fort Lauderdale, FL 33328-2004.
4. The University is institutionally accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), a regional accrediting agency recognized by the United States Department of Education (USDOE) and is approved by the Florida Department of Education. SACSCOC accreditation signifies SACSCOC's determination that the institution (1) has a mission appropriate to higher education; (2) has resources, programs, and services sufficient to accomplish and sustain that mission; and (3) maintains clearly specified educational objectives that are consistent with its mission and appropriate to the degrees it offers, and that indicate whether it is successful in achieving its stated objectives.
5. The University's Ph.D. program in Clinical Psychology is programmatically accredited by the Commission on Accreditation of the American Psychology Association, a programmatic accrediting agency recognized by the USDOE, for the pre-accreditation and accreditation in the United States of doctoral programs in clinical counseling, among other concentrations and programs.
6. By virtue of the University's status as a post-secondary educational institution accredited by agencies recognized by the USDOE, the University's students are

therefore *eligible* to apply for and receive federal financial aid assistance to pay for the costs of attending the University. Institutional and programmatic accreditation also ensures that accredited colleges, schools, universities, and programs meet minimum quality standards of educational delivery, instruction, and fairness.

7. In addition, the College of Psychology sponsors the Consortium Internship Program, which is a member in good standing of the Association of Psychology Postdoctoral and Internships Centers.
8. At all times material hereto, Defendant Amy E. Ellis (hereinafter “Defendant Ellis”) was a supervisor and employee of the University and is believed to be doing business at 3300 South University Drive, Fort Lauderdale, Florida 33328. Defendant Ellis was employed as an Assistant Professor and Director of the Trauma Resolution and Integration Program (TRIP) at the University’s College of Psychology at the time the actions and events herein described occurred and is believed to hold the same positions at the time of filing of this Complaint.
9. Plaintiff is a graduate student enrolled at the University, where she is currently enrolled in the Ph.D. Program in Clinical Psychology (hereinafter, the “Program”). Plaintiff has encountered a series of challenges and issues in her academic preparation and journey to complete the Program. Plaintiff remains enrolled in the Program at the time of filing of this Complaint, and continues to face many of the same challenges and issues, which are more fully set forth herein.
10. Challenges include Plaintiff’s concerns about fairness in mentorship opportunities and clinical training, continued uncertainties regarding her academic standing with the University, and allegations of bias and bullying by Defendant Ellis while acting in her capacity as an University administrator responsible for management of the

TRIP Program within the University's College of Psychology, which are more fully set forth herein.

11. Moreover, Plaintiff has also experienced extreme emotional distress as the result of past interactions and remarks made by Defendant Ellis in and through his authority as a University administrator, leading Plaintiff to feelings of intimidation and fear for her academic future.
12. Defendant Ellis engaged in withholding clinical research projects from Plaintiff and abruptly removed Plaintiff from a leadership position without explanation. For example, Plaintiff, on numerous occasions, inquired about her status with the research project Defendant Ellis was supervising, and ultimately providing, invaluable clinical training for students, including the Plaintiff.
13. Plaintiff sent numerous email communications regarding her status with the research project Defendant Ellis. In most instances, Defendant Ellis simply ignored Plaintiff's attempt at meaningful dialogue, rather Defendant Ellis was defensive, confrontational, and showed no interest in having meaningful faculty/student mentoring dialogue and/or experiences. For the purposes of brevity in this Complaint, Plaintiff's email communications to Defendant Ellis will be entered into the record.
14. Plaintiff experienced a significant escalation in maltreatment by Defendant Ellis following the termination of her mentorship, which was under the supervision of Defendant Ellis. Defendant failed to ever justify removing Plaintiff from a sought-after clinical research opportunity, rather Defendant Ellis instead opted to forcibly, unilaterally, and summarily dismiss Plaintiff from the research project. Defendant Ellis clearly demonstrated gross indifference and prejudice against

Plaintiff, void of any facts or proof as to why Plaintiff should not be granted the opportunity to continue with the research project.

15. Despite prior reports of Defendant Ellis's retaliatory and hostile behaviors, and despite Ellis's evident animosity towards Plaintiff, Dr. Fimiani encouraged Plaintiff to continue in the clinic.
16. Plaintiff was enrolled during the Summer 2023 academic term. Plaintiff was scheduled to complete a mandatory Clinical Competency Exam (CCE) component of the Program. Plaintiff completed the CCE, but was issued a non-passing score, which required remediation. The CCE was predicated on Plaintiff's completion of clinical training, and successful completion of the CCE is a major milestone in the Program's core requirements.
17. Plaintiff's CCE panel presentation, in which Plaintiff was to provide a comprehensive and extremely detailed clinical overview of Plaintiff's patient assignment, which involved the patient's extreme emotional and mental traumatic stress as a result of a sexual assault, occurred on September 11, 2023. The panel consisted of College of Psychology faculty members Dr. Soledad Arguelles-Borge, Associate Professor, and Dr. Bady Quintar, Professor.
18. At one point in the presentation, Dr. Arguelles-Borge conceded that Plaintiff's patient assignment and diagnosis were "extreme" and presented a difficult case. By all accounts, Plaintiff answered the panel's questions with detail and specificity, and presented the patient's assessment history and clinical diagnosis in a very comprehensive and professional manner.
19. During the presentation, Dr. Arguelles-Borge remarked on Plaintiff's personality, which had nothing to do with Plaintiff's CCE presentation, patient assessment, and/or diagnosis, and inexplicably compared the patient's own personality to that of

Plaintiff. By definition, competency exams are designed to measure students' ability to complete a certain task or series of tasks that are required for a particular discipline and/or profession.

20. For purposes of the CCE, Plaintiff's competency is in no way meant to be measured, either indirectly or directly, in part or in the whole, by perceptions of Plaintiff's personality or demeanor. Remarks about a Ph.D. candidate's personality evidence an inherent bias towards the candidate which is outside the scope of assessing his or her *clinical* competency and his success in meeting Program and course objectives.
21. There is an audio recording and transcript of Plaintiff's CCE presentation. All parties in attendance had knowledge that the presentation was being recorded, which is standard practice for the CCE process.
22. After Plaintiff's CCE presentation, Plaintiff only received *ad hoc* anecdotal feedback that she "missed the mark" on the CCE. This is neither substantive nor within the universal norms for proper and sufficient academic engagement. In addition, there was no feedback, verbal or written, from the deliberations that Dr. Arguelles-Borge and Dr. Quintar engaged in immediately after Plaintiff's presentation.
23. Although Plaintiff received a surprising non-passing score on the CCE, Plaintiff was never presented with any explanation or the grading rubric or how Plaintiff's presentation measured up or failed to measure up to the rubric. Plaintiff was not provided with objective criteria or feedback regarding her performance on the CCE.
24. After numerous requests by both email and in-person requests, Plaintiff finally received a copy of her final grading rubric well after the academic term ended and grades were posted. Plaintiff's Summer 2023 TRIP practicum grade was withheld.
25. Plaintiff was extremely proactive in independently preparing for the CCE. Plaintiff met with current and former students, as well as faculty members to further engage

in conceptualization exercises and assess the expected performance metrics. In addition, Plaintiff independently sought out assistance from the University's writing center to better prepare for the documentation component of the CCE.

26. Plaintiff also requested direct assistance from Dr. Bryan Reuther, Plaintiff's clinical supervisor in the TRIP program, and sent him a detailed email requesting additional guidance on her CCE conceptualization and clinical case details. After numerous attempts by the Plaintiff to obtain guidance, Dr. Reuther failed to respond to Plaintiff. Plaintiff was left with no choice but to unilaterally navigate the entire CCE process with no assistance, guidance or mentorship from faculty or administrators.
27. Upon information and belief, Plaintiff's result on the CCE was unfairly influenced by a non-academic-related email sent by Defendant Ellis to numerous recipients within the College of Psychology, which unduly affected Plaintiff's CCE performance and, hence, her subsequent non-passing course.
28. Plaintiff was alerted to the existence of the email by other administrators and faculty within the College of Psychology. Plaintiff was even encouraged by Dr. Kennedy to seek legal guidance because of the intentional, defamatory nature of the email. Plaintiff's counsel has requested the email, but to date, has not received a copy directly from either the University or University's counsel.
29. Evidence of inherent bias stemming from the email and other sources can be tied directly to Dr. Arguelles-Borge's discussion of Plaintiff's personality during the CCE presentation, which was simply an attack on Plaintiff's character and self-awareness.
30. Dr. Arguelles-Borge's remarked, "This is deep, this is profound. And you were too bubbly. I mean, I am super nice. Everybody knows me. I'm a go getter. I always try

to make my day a great day, blah, blah, blah. But to my taste, you were extremely bubbly.”

31. Dr. Arguelles-Borge made a bizarre and offensive comparison during Plaintiff's presentation. She likened Plaintiff's presentation to teaching a “kid how to poop,” which was an inappropriate and unnecessary analogy in the context of the presentation.
32. The audio recording of the presentation reveals that the entire panel seemed more interested in providing sensationalized critiques aimed at Stevie's individual idiosyncrasies than in conducting an objective evaluation of her exceptional clinical work and analysis of the case's facts. The panel's approach resembled vilification rather than a concentrated assessment of the substantive issues at hand, reminiscent of a prime-time talent competition.
33. Plaintiff explained, “And here, as far as my mood and everything, this is me extremely, extremely nervous presenting a big competency exam. But this is a devastating case that I will acknowledge, I've cried multiple accounts and have sat with these intense life experiences.”
34. Defendant Ellis's actions evince substantial bias and constitute material breaches of the fundamental fairness and unbiased assessment expected of graduate faculty toward students' performance--breaches that threaten Plaintiff's completion of the Program in an interrupted and timely manner, and which are more fully described herein.
35. Plaintiff is still waiting on her clinical hours to be approved by Defendant Ellis and Dr. Fimiani, so she can advance to the internship phase of the Program. Plaintiff is now left with no knowledge or understanding regarding next steps. Without the approval of Plaintiff's clinical hours by October 27, 2023, she is prohibited from

applying for an internship, the applications for which are due November 1, 2023. Time is of the essence.

36. Through discussion with other students, Plaintiff was alerted that Defendant Ellis approved clinical hours for a current student that did not meet the requirements for completion of the clinical rotation phase, demonstrating inherent bias towards Defendant, and presumably, other similarly situated students, and conversely, inherent preference for other students by approving clinical hours for students that fell well below the minimum threshold clinical hours requirement.

COUNT 1
**COMMON LAW DUE PROCESS/
ARBITRARY AND CAPRICIOUS ACTIONS**
Plaintiff v. Defendant Nova Southeastern University, et al.

37. Plaintiff hereby realleges all matters set forth in the preceding paragraphs of this complaint and incorporates them herein.

38. "The touchstone of due process is protection of the individual against arbitrary action [.]" *Wolff v. McDonnell*, 418 U.S. 539, 558, 94 S. Ct. 2963, 41 L. Ed. 2d 935 (1974). When a private institution, such as a private school, holds itself out as performing a quasi-public function, providing educational instruction and career preparation, that institution owes its students a common law duty of fundamental due process in respect of students' pursuit of academic achievement.

39. In such a case, the private institution assumes an obligation not to treat a student in an arbitrary and capricious manner in respect of the application of rules, procedures and customs to a student's record and performance and his or her progress toward the attainment of student's educational objectives, including obtaining an academic degree.

40. Defendants denied Plaintiff any due and just process when it subjectively and unilaterally issued a non-passing score on the CCE course requirement. The University offered her no resolution process, final or otherwise. Instead, Plaintiff had to exhaustively request feedback and justification for receiving a non-passing score, and as of the filing of this complaint, has not received either.
41. Plaintiff's complaints regarding Defendant Ellis date back to 2021 when Plaintiff attempted to participate in a research team led by Defendant Ellis. Plaintiff was not afforded the fair opportunity to participate in this important clinical opportunity due to Defendants' actions to severely limit Plaintiff's participation. Defendant Ellis unilaterally dismissed Plaintiff from the research project via email communication without explanation, or the opportunity to further discuss the dismissal.
42. On account of the Defendants' deprivation of Plaintiff's common law right to due process and fundamental fairness, she has suffered injuries and damages, including the prospect of future economic injury. The Defendants' conduct is the direct and proximate cause of Plaintiff's harms.
43. Wherefore, the Plaintiff prays for relief against the Defendants as hereinafter set forth in the prayer for relief.

COUNT 2
DEFAMATION BY IMPLICATION
Schapiro v. Nova Southeastern University, et al.

44. Plaintiff hereby realleges all matters set forth in the preceding paragraphs of this complaint and incorporates them herein.
45. The Defendants' inexplicably biased and pretextual actions and implications negatively and unfairly impacted Plaintiff's academic and clinical performance. Defendant Ellis's email to a broad distribution of individuals, both within and outside the College of Psychology, contained false statements and implications, the

results of which have proximately caused Plaintiff demonstrable harm to both her academic and personal reputation.

46. Defendant Ellis's email unduly influenced the recipients' perception of Plaintiff, which continues to have a disparate impact on Plaintiff's academic and personal reputation within the College of Psychology and broader University community.
47. Plaintiff and Plaintiff's counsel have formally requested a copy of the email but, as of the filing of this Complaint, have not received it. Since Dr. Kennedy informed Plaintiff about the email, there have been multiple follow-up requests to administrators (Kennedy, Fimiani, Grosby) since April 21, 2023. In August, a formal request was made to the Dean for the email, but no response was received. Additionally, opposing counsel has been approached with the request, but it has been ignored.
48. Wherefore, the Plaintiff prays for relief against the University as hereinafter set forth in the prayer for relief.

COUNT 3
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
Schapiro v. Nova Southeastern University, et al.

49. Plaintiff hereby realleges all matters set forth in the preceding paragraphs of this complaint and incorporates them herein.
50. The Defendants committed the tort of intentional infliction of emotional distress:
 - a. The Defendants acted intentionally and recklessly.
 - b. The Defendants' conduct was extreme and outrageous, exceeding the bounds of decency and, thus, utterly intolerable in civilized society.

- c. The Defendants sought to negatively impact Plaintiff's successful completion of the CCE, and administrative approval to advance to the next phase of Plaintiff's education.
 - d. The Defendants caused Plaintiff emotional distress by using baseless, subjective criteria to evaluate her academic performance, and engaged in bullying tactics to disrupt her academic journey.
 - e. Upon information and belief, the Defendants aware of these sensitivities. Nonetheless, it took steps to cause her emotional anguish.
 - f. The emotional distress Plaintiff suffered is so severe that no reasonable person could be expected to endure such distress.
 - g. Plaintiff now reports seeking treatment for her emotional anguish. Plaintiff was forced to engage in emotional and mental therapy treatment as a result of Defendants' actions.
 - h. Plaintiff reports that the Defendants have caused her to experience loss of sleep and episodes of extreme anxiety as a proximate result of Defendants' actions. The Plaintiff also sought medical care due to the extreme stress Defendants have caused her.
 - i. Plaintiff has suffered damages as a result of the emotional distress.
51. Wherefore, Plaintiff prays for relief against the Defendants as hereinafter set forth in the prayer for relief.

COUNT 4
BREACH OF CONTRACT
Schapiro v. Nova Southeastern University

52. Plaintiff hereby realleges all matters set forth in the preceding paragraphs of this complaint and incorporates them herein.

53. Plaintiff and Defendant University formed a binding Contract for the Plaintiff to attend Defendant University.
54. Plaintiff and the Defendant University executed a binding contract when:
- a. Plaintiff paid consideration in the form of an enrollment fee for the Contract and when the Plaintiff specifically paid tuition in exchange for her education.
 - b. There was a valid offer and acceptance of this Contract between the parties.
 - c. Both parties accompanied this consideration with a signed writing, which bound the parties to the Contract; and
 - d. The Contract required that both parties adhere to the University's policies and procedures, as published in the University's Student Handbook, as well as the University's declared mission to, in part, "...deliver innovative academic programs in a dynamic, lifelong learning research environment fostering integrity, academic excellence, leadership, and community through engaged students, faculty and staff."
55. Defendant University breached the Contract when it substantially deviated from the terms of the Contract.
56. Defendant University breached the Contract when it failed to provide substantive due process to Plaintiff and did not effectively monitor its employees and faculty to ensure proper and academic engagement was occurring, in violation of its own mission statement.
57. Plaintiff and Defendant University had a Contract, which required that the University provide her with an education, instruction, and proper resources, including faculty mentoring, scholarship, and teaching, in exchange for the tuition she paid.

58. Defendant University breached the contract when the University failed to effectively monitor its employees and faculty to ensure that proper, unbiased and non-abusive engagement and assessment governed the administration of the CCE presentation process, thereby violating the University's own mission statement.
59. In its actions and omissions constituting a breach of contract as described hereinabove, Defendant University acted in an arbitrary and capricious manner, without regard for the grounds, the reasonableness and the fairness of those actions.
60. In so doing, Defendant University breached the covenant of good faith and fair dealing that is implied in every contract under governing Florida law.
61. Defendant University's breach of Contract is the direct and proximate cause of Plaintiff's damages, including, but not limited to, special and consequential damages.
62. Wherefore, the Plaintiff prays for relief against the Defendant as hereinafter set forth in the prayer for relief.

COUNT 5
BREACH OF IMPLIED-IN-FACT CONTRACT
Schapiro v. Nova Southeastern University

63. Plaintiff hereby realleges all matters set forth in the preceding paragraphs of this complaint and incorporates them herein.
64. Plaintiff pleads this Count 5 in the alternative, with Count 4 *supra*.
65. By offer and acceptance, Plaintiff and Defendant University entered into a binding contract under which Plaintiff paid the required tuition and fees and Defendant University committed to assign Plaintiff a place in the Clinical Counseling Ph.D. Program and to provide Plaintiff with the instruction, materials, resources, opportunities and clinical experiences reasonably necessary for Plaintiff to obtain a Ph.D. in the Program.

66. The terms, conditions and covenants comprising the contract between Plaintiff and Defendant University are those contained in the executed writing between them and all of the terms, conditions and covenants implied by all of the brochures, memoranda, handbooks, statements of policies and procedures and other communications transmitted by Defendant University to Plaintiff and to other Ph.D. candidates and other graduate students generally, both before and after enrollment.
67. The contract between Plaintiff and Defendant University required the University provide Plaintiff with an education, instruction, and proper resources, including faculty mentoring, scholarship, and teaching, in exchange for the tuition she paid.
68. The contract between Plaintiff and the Defendant University required, *inter alia*, that both parties adhere to the University's policies and procedures, as published in the University's Student Handbook, as well as the University's declared mission to, in part, "...deliver innovative academic programs in a dynamic, lifelong learning research environment fostering integrity, academic excellence, leadership, and community through engaged students, faculty and staff."
69. The contract between the parties also required Defendant University to adhere to its public statements of non-discrimination and respect for individual rights and prerogatives.
70. Defendant University breached the contract when it substantially deviated from the terms of the contract.
71. Defendant University breached the contract when it failed to provide Plaintiff with the fundamental elements of due process by failing to make available to Plaintiff the information and process required for her to make a meaningful challenge to her treatment in connection with the CCE presentation.

72. Defendant University breached the contract when it failed to ensure that Plaintiff was provided the support and mentoring that would give her the best opportunity for success in the Program.
73. Defendant University breached the contract when the University failed to effectively monitor its employees and faculty to ensure that proper, unbiased and non-abusive engagement and assessment governed the administration of the CCE presentation process, thereby violating the University's own mission statement.
74. In its actions and omissions constituting a breach of contract as described hereinabove, Defendant University acted in an arbitrary and capricious manner, without regard for the grounds, the reasonableness and the fairness of those actions.
75. In so doing, Defendant University breached the covenant of good faith and fair dealing that is implied in every contract under governing Florida law.
76. Defendant University's breach of Contract is the direct and proximate result of Plaintiff's damages, including, but not limited to, special and consequential damages.
77. Wherefore, the Plaintiff prays for relief against the Defendant as hereinafter set forth in the prayer for relief.

DAMAGES

78. Plaintiff suffered general, special, incidental, and consequential damages as the direct and proximate result of the acts and omissions of all Defendants, in an amount that shall be proven at the time of trial. These damages include, but are not limited to: damages for general pain and suffering; damages for the loss of enjoyment of life, both past and future; medical and medical-related expenses, both past and future; lost earnings and earnings potential; travel and travel-related

expenses, both past and future; emotional distress, both past and future; pharmaceutical expenses, both past and future; loss of income and employment opportunities; and any and all other ordinary, incidental, or consequential damages that would or could be reasonably anticipated to arise under the circumstances.

79. Money damages alone would be inadequate to restore Plaintiff to the position that Plaintiff would have occupied had the wrongs against her not been committed as described hereinabove, because a Ph.D. from Defendant University has a prospective value that is not currently estimable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that the Court provide her with injunctive relief in the form of a preliminary injunction or temporary restraining order to prohibit Defendant University from taking any action that would prevent Plaintiff from qualifying for internships as part of the next phase of the Clinical Counseling Program and to prohibit Defendant University from giving any effect to the reported failing score on Plaintiff's CCE presentation; in each case, until such time as the Court shall have the opportunity to consider the merits of Plaintiff's claims contained herein; and prays

FURTHER, that the Court award her compensatory and restitutionary damages against Defendant University, including, but not limited to, psychological treatment, lost wages, loss of future earnings, loss of enjoyment of life, emotional pain and suffering, interference with state and federal civil rights, unjustly obtained tuition money by the University, and reasonable attorneys' fees and costs of this suit. Furthermore, Plaintiff seeks any and all equitable relief, together with any and all remedies, that the Court deems just and appropriate.

DEMAND FOR A JURY TRIAL

In accordance with Florida law, Plaintiff, by and through undersigned counsel,
hereby demands a trial by jury on all appropriate issues.

Respectfully submitted,

/s/ Joseph Montgomery
Joseph W. Montgomery, Esq.

**MONTGOMERY LAW GROUP PLLC
631 US HIGHWAY 1
Suite 202
North Palm Beach, FL 33408
FL BAR NO: 120569
*Attorneys for Plaintiff***

Dated: October 22, 2023

VERIFICATION

I, Stevie Schapiro, hereby declare:

1. I am the Plaintiff in the above-captioned action.
2. I have read the foregoing 18 pages of the Complaint and am familiar with the contents thereof.
3. I make this Verification based on my personal knowledge or, where a statement is made “upon information and belief,” to the best of my knowledge and information.
4. I declare under the penalties applicable to false statements to authorities under Florida law and federal law, that the statements made in the foregoing Complaint are true and correct.

Executed on October 22, 2023

Stevie Schapiro

Stevie Schapiro