

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE  
AT NASHVILLE

**SYDNEY BURGESS, MICHELLE BURGESS, ELIZABETH WYSSMANN, HANNAH WYSSMAN, JASON WYSSMAN, SARAH WYSSMANN, SAMANTHA SPRINKEL, KELLI SPRINKEL, ROBERT SPRINKEL, AVA FITZGERALD, JAMI FITZGERALD, TREYE HALL, ERIK HALL, KRYSTI HALL, ANNA TURLEY, EMMA TURLEY, JENNIFER TURLEY, STEPHEN TURLEY, BROOKE DAHLER, KAREN DAHLER, NATALIE HOUGH, RICHARD HOUGH, LAUREN HOUSH, LORI MAURER, JOHANNAH MAURER, AARON MAURER,**

*Plaintiffs,*

v.

**LIPSCOMB UNIVERSITY,  
WSP USA INC.,  
FROST ENVIRONMENTAL SERVICES,  
LLC, CASE RESTORATION CO. A/K/A  
FIRST ONSITE PROPERTY  
RESTORATION, AND  
XYZ CORPORATION/COMPANY 1-5**

*Defendants.*

**Case No.:**  
**JURY DEMAND**

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**COMPLAINT**

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Students at Lipscomb University have the right to expect safe air in their dorms, and when parents pay \$59,998 per year for tuition, room, and board, they have the right to expect that the University will provide safe and habitable housing.<sup>1</sup> Students and parents have the right to expect that the University will act transparently and will not conceal, alter, or disregard evidence of

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<sup>1</sup> <https://lipscomb.edu/admission/tuition-and-financial-aid> (Last visited: December 20, 2025).

ongoing mold conditions and other ventilation hazards in order to shield itself from liability at the expense of student health and safety. Instead, for years, the University neglected its residential facilities to such an extent that the condition of certain women's dormitories became widely known and openly discussed among students and parents. Despite long-standing knowledge of poor ventilation and recurring mold problems in Elam Hall, Fanning Hall, and Johnson Hall, the University continued to assign female students to these dormitories, exposing them to hazardous conditions that have caused serious and, in some cases, life-altering health consequences.

Lipscomb University, though small, is a well-funded and selective faith-based liberal arts college. Lipscomb's admissions process is thorough and competitive; of roughly 4,600 students enrolled across all 50 states and 44 countries.<sup>2</sup> Tuition, room, and board cost more than \$59,000 a year.<sup>3</sup> Lipscomb markets itself as one of the most beautiful campuses in the world, a place where students live in historic limestone dorms, enjoy a close-knit community, and find lifelong belonging. As a matter of school policy, Lipscomb requires all students to live in the University's dorms.<sup>4</sup> To enforce this policy, the University can rescind the student's scholarship and financial aid.<sup>5</sup>

Lipscomb's core tenets are "We are a community engaged with the life and teachings of Jesus. We are committed to an ongoing search for truth. We provide excellent, whole-person learning experiences to shape lives, character, leadership, service and faith. We equip people to succeed in their vocation and contribute to the common good by living out their faith in action."

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<sup>2</sup> <https://lipscomb.edu/about> (Last visited, Dec. 29, 2025).

<sup>3</sup> <https://lipscomb.edu/admission/tuition-and-financial-aid> (Last visited: December 20, 2025).

<sup>4</sup> [https://lipscomb.edu/student-life/residence-life-dining/campus-housing#:~:text=Lipscomb%20University%20requires%20freshmen%2C%20sophomores%2C%20and%20juniors,are%20enrolled%20in%20fewer%20than%2012%20hours\\*\\*](https://lipscomb.edu/student-life/residence-life-dining/campus-housing#:~:text=Lipscomb%20University%20requires%20freshmen%2C%20sophomores%2C%20and%20juniors,are%20enrolled%20in%20fewer%20than%2012%20hours**) (Last visited January 5, 2026).

<sup>5</sup> <https://lipscomb.edu/admissions/tuition-and-financial-aid/current-students/types-aid-current-students/current-students> (Last visited January 5, 2026).

Yet, as the facts of this case demonstrate, the reality of residential life at Lipscomb diverged sharply from the values it professes. Instead of conducting an ongoing search for truth, Lipscomb downplayed and tried to cover up the extent of the mold in these dorms. The “whole-person” learning experience Lipscomb promised ignored unsafe, preventable, and persistent environmental hazards in the dorms. Students living in University-owned dormitories began to accept that persistent condensation, damp air, musty odors, and unexplained illness were simply part of dorm life. Rooms became so humid that belongings warped, walls would not hold decorations, and air felt heavy and stagnant. Ventilation systems failed to provide adequate fresh air unless students opened windows or doors, even during extreme heat, cold, or rain.

Students reported becoming chronically ill while living in these dormitories, experiencing fatigue, headaches, respiratory symptoms, cognitive impairment, and other serious health issues that interfered with their ability to attend class, study, sleep, function, and enjoy college life. Parents raised concerns, requested testing, and sought transparency. Rather than identifying and correcting the underlying building conditions, the University minimized complaints, attributed problems to student behavior, and limited or delayed meaningful investigation.

When environmental testing was finally performed, it revealed dangerously elevated carbon dioxide levels, mold contamination, and conditions inconsistent with safe residential occupancy. Independent testing, sought only after families lost trust in the University’s internal assessments, confirmed that students had been living in environments unfit for human habitation. By that point, many students had already suffered significant physical illness, academic disruption, emotional distress, and long-term health consequences. Lipscomb University’s subsequent “remediation” of Fanning Hall was superficial, poorly executed, and inadequately verified, relying on limited post-remediation testing without any meaningful pre-remediation baseline and allowing

students to return while hazardous conditions persisted. Rather than eliminating the underlying moisture, ventilation, and contamination issues, the remediation effort created a false appearance of safety, resulting in continued exposure, recurring symptoms upon re-occupancy, and the discovery through independent testing that Fanning Hall remained unsafe for student habitation which continues today.

This case arises because Lipscomb University made a choice: to continue housing students in dormitories it knew, or should have known, were unsafe; to control the flow of information rather than confront the risk; and to place institutional reputation and convenience above student health. The students and families bringing this action do so not only for compensation, but for accountability, so that no other student is required to sacrifice their health in exchange for the promise of education, community, and care.

### **JURISDICTION AND VENUE**

1. The basis of this Complaint arises from negligence; premise liability; negligent hiring, supervision, and training; gross negligence, willful and wanton conduct; negligent infliction of emotional distress; intentional infliction of emotional distress; private nuisance; invasion of privacy, and violation of Tennessee Consumer Protection Act (TCPA); and seeks punitive damages.

2. Personal and subject matter jurisdiction are proper in the Circuit Court of Davidson County, Tennessee.

3. Venue is proper in the Circuit Court of Davidson County pursuant to Tenn. Code Ann. § 20-4-101 as Davidson County is the situs where the cause of action arose.

### **PARTIES**

4. Plaintiff Sydney Burgess is an individual who resided in Davidson County,

Tennessee at the time of the accrual of this cause of action. Plaintiff Michelle Burgess is Sydney Burgess' mother and an individual who resided in Maury County, Tennessee at the time of the accrual of this cause of action.

5. Plaintiff Elizabeth Wyssmann is an individual who resided in Davidson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Jason Wyssmann is Elizabeth Wyssmann's father and an individual who resided in Williamson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Sarah Wyssmann is Elizabeth Wyssmann's mother and an individual who resided in Williamson County, Tennessee at the time of the accrual of this cause of action.

6. Plaintiff Hannah Wyssmann is an individual who resided in Davidson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Jason Wyssmann is Hannah Wyssmann's father and an individual who resided in Williamson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Sarah Wyssmann is Hannah Wyssmann's mother and an individual who resided in Williamson County, Tennessee at the time of the accrual of this cause of action.

7. Plaintiff Samantha Sprinkel is an individual who resided in Davidson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Robert Sprinkel is Samantha Sprinkel's father and an individual who resided in Williamson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Kelli Sprinkel is Samantha Sprinkel's mother and an individual who resided in Williamson County, Tennessee at the time of the accrual of this cause of action.

8. Plaintiff Ava Fitzgerald is an individual who resided in Davidson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Jami Fitzgerald is Ava

Fitzgerald's mother and an individual who resided in Oakland County, Michigan at the time of the accrual of this cause of action.

9. Plaintiff Treye Hall is an individual who resided in Davidson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Erik Hall is Treye Hall's father and an individual who resided in Orange County, California and both Davidson and Williamson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Krysti Hall is Treye Hall's mother and an individual who resided in Orange County, California and both Davidson and Williamson County, Tennessee at the time of the accrual of this cause of action.

10. Plaintiff Anna Turley is an individual who resided in Davidson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Stephen Turley is Anna Turley's father and an individual who resided in Barrow County, Georgia at the time of the accrual of this cause of action. Plaintiff Jennifer Turley is Anna Turley's mother and an individual who resided in Barrow County, Georgia at the time of the accrual of this cause of action.

11. Plaintiff Emma Turley is an individual who resided in Davidson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Stephen Turley is Emma Turley's father and an individual who resided in Barrow County, Georgia at the time of the accrual of this cause of action. Plaintiff Jennifer Turley is Emma Turley's mother and an individual who resided in Barrow County, Georgia at the time of the accrual of this cause of action.

12. Plaintiff Brooke Dahler is an individual who resided in Davidson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Karen Dahler is Brooke Dahler's mother and an individual who resided in Orange County, California at the time of the accrual of this cause of action.

13. Plaintiff Natalie Hough is an individual who resided in Davidson County,

Tennessee at the time of the accrual of this cause of action. Plaintiff Richard Hough is Natalie Hough's father and an individual who resided in Union County, North Carolina at the time of the accrual of this cause of action. Plaintiff Lauren Hough is Natalie Hough's mother and an individual who resided in Union County, North Carolina at the time of the accrual of this cause of action.

14. Plaintiff Lori Maurer is an individual who resided in Davidson County, Tennessee at the time of the accrual of this cause of action. Plaintiff Aaron Maurer is Lori Maurer's father and an individual who resided in Cabarrus County, North Carolina at the time of the accrual of this cause of action. Plaintiff Johannah Maurer is Lori Maurer's mother and an individual who resided in Cabarrus County, North Carolina at the time of the accrual of this cause of action.

15. Upon information and belief, the Defendant, Lipscomb University ("Lipscomb"), is a not-for-profit educational institution in Nashville, Davidson County, Tennessee. Service of process via certified mail through the registered agent, David G. Wilson, at 1 University Park Drive, Nashville, Tennessee 37204.

16. Upon information and belief, defendant, WSP USA, Inc. ("WSP"), is a for-profit business in New York, New York. Service of process via certified mail through the registered agent, CT Corporation System, 300 Montvue Road, Knoxville, Tennessee 37919-5546.

17. Upon information and belief, defendant, Frost Environmental Service, LLC. ("Frost Environmental"), is a for-profit business in Hendersonville, Tennessee. Service of process via certified mail through the registered agent, Seth David Frost, 339 Rockland Road, Suite E, Hendersonville, TN 37075.

18. Upon information and belief, defendant, Case Restoration Co. a/k/a First Onsite Property Restoration ("First Onsite"), is a for-profit business in Nashville, Tennessee. Service of process via certified mail through the registered agent, Corporation Service Company, 2908 Poston

Ave., Nashville, TN 37203-1312.

19. Plaintiffs are ignorant of the true names and capacities of defendants sued herein as “XYZ Corporation/Company 1-5.” Plaintiffs allege that each fictitious company defendant was engaged in ownership, maintenance, inspection, repair, or remediation activities related to the dormitories described in this Complaint, and that each is legally responsible for the occurrences alleged. Plaintiffs will amend this Complaint to state the true names and capacities of these defendants once ascertained.

### **PRESERVATION OF EVIDENCE**

20. Plaintiffs request and demand Lipscomb University preserve and maintain all evidence pertaining to any claim or defense related to the incident forming the basis of this lawsuit, or the damage resulting therefrom. This request and demand includes any statements, photographs, video footage, audio, surveillance, remediation or repair records, business records, maintenance and repair requests, mold testing reports, mold tests, construction defect testing reports, invoices, checks, correspondence, facsimiles, emails, voicemail, text messages and any evidence involving the incident in question. Failure to maintain such evidence will constitute a “spoliation” of evidence.

21. Plaintiffs, through associated counsel, sent a preservation and spoliation notice to the Lipscomb University’s Counsel on December 29, 2025. That letter placed the University on notice of impending litigation and demanded the preservation of evidence related to the students’ toxic mold exposure in its dormitories. Not only did this letter require the University to preserve documents, such as but not limited to maintenance records, mold reports, electronic communications, and mold inspections and reports, but also “all evidence relating in any way to mold, water intrusion, ventilation defects, maintenance, deferred maintenance, remediation efforts,



air testing, environmental assessments, reports, complaints, and communications involving Lipscomb University's residence halls and other buildings.”

**FACTUAL ALLEGATIONS COMMON TO ALL PARTIES**

**A. Lipscomb University**

22. Lipscomb University is a private, faith-based university located in Nashville, Tennessee, founded in 1891. The University enrolls thousands of students each academic year and owns, operates, and maintains multiple on-campus residential dormitories. Almost all the student population, and specifically first-year students, are mandate to reside in university-owned housing. In that capacity, the University exercises control over the condition, maintenance, and operation of its residential facilities.

23. The University boasts of financial stability in its official publications.

24. In its 2023 tax filing, the University reported its net assets as being \$213,487,561.00.<sup>6</sup>

25. Lipscomb University publicly promotes itself as a Christ-centered educational institution that emphasizes community, student development, and holistic well-being as core components of the student experience.

26. In its mission and institutional materials, the University states that it provides “whole-person” learning experiences and seeks to shape students’ lives, character, leadership, service, and faith.

27. This information is provided to prospective students and families which creates a reasonable expectation that students enrolling at the University will be housed in a safe student

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<sup>6</sup> <https://projects.propublica.org/nonprofits/organizations/620485733/202510799349301701/full> (Last visited: Dec. 29, 2025).

and residential environment.

28. Pursuant to its housing policies, Lipscomb University requires all incoming and returning students to live on campus unless they are living with their parents or their spouse within a certain range of the University.<sup>7</sup>

29. Students subject to this requirement do not have the option to live off campus and must accept housing assignments made by the University.

30. As a result, the University controls where these students live and retain responsibility for the condition, maintenance, and operation of the residential facilities in which they require their students to live.

31. The University boasts that in either of their housing (traditional dormitory style or apartment-style), students will find a safe community to grow and learn.<sup>8</sup>

32. Elam Hall is a University-owned residential dormitory operated by Lipscomb University and is designated as a first-year women's residence hall.

33. According to the University, Elam Hall houses up to approximately 300 first-year female students each academic year.<sup>9</sup>

34. The dormitory consists primarily of traditional-style, double-occupancy rooms with shared community bathrooms located on each floor.

35. Elam Hall also contains common areas and shared facilities, including a lobby, kitchen, conference room, courtyard, study rooms, and laundry rooms located on each floor for

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<sup>7</sup> [https://lipscomb.edu/student-life/residence-life-dining/campus-housing#:~:text=Lipscomb%20University%20requires%20freshmen%2C%20sophomores%2C%20and%20juniors,are%20enrolled%20in%20fewer%20than%2012%20hours\\*\\*](https://lipscomb.edu/student-life/residence-life-dining/campus-housing#:~:text=Lipscomb%20University%20requires%20freshmen%2C%20sophomores%2C%20and%20juniors,are%20enrolled%20in%20fewer%20than%2012%20hours**) (Last visited January 5, 2026).

<sup>8</sup> <https://lipscomb.edu/student-life/residence-life-dining> (Last visited: Dec. 29, 2025).

<sup>9</sup> <https://lipscomb.edu/student-life/residence-life-dining/residence-halls/elam-hall> (Last visited: Dec. 29, 2025).

resident use.

36. Fanning Hall is a University-owned residential dormitory operated by Lipscomb University and is designated as a women's residence hall.

37. According to the University, Fanning Hall was remodeled in 2011 and is located near the center of campus.<sup>10</sup>

38. The dormitory consists of suite-style accommodations, with each suite containing four bedrooms, a shared living room, and a shared bathroom equipped with sinks, showers, and toilets.

39. Fanning Hall is designed to house up to approximately 270 residents, with as many as eight residents assigned to a single suite. The University provides furnishings for both individual bedrooms and shared common areas within each suite, and housekeeping staff perform scheduled cleaning of bathrooms and restocking of certain supplies.

40. Johnson Hall is a university-owned residential dormitory operated by Lipscomb University and is designated as an upper-class women's residence hall.

41. According to the University, Johnson Hall was renovated in 2016 and is located near the center of campus.<sup>11</sup>

42. The dormitory is designed to house up to approximately 292 students and offers multiple housing configurations, including traditional-style rooms with shared community bathrooms and suite-style rooms with shared suite bathrooms.

43. Johnson Hall includes common facilities and amenities such as study rooms,

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<sup>10</sup> <https://lipscomb.edu/student-life/residence-life-dining/residence-halls/fanning-hall> (Last visited: Dec. 29, 2025).

<sup>11</sup> <https://lipscomb.edu/student-life/residence-life-dining/residence-halls/johnson-hall> (Last visited: Dec. 29, 2025).

television lounges, a computer lab, kitchens, laundry rooms on each floor, and an outdoor courtyard.

44. Through its ownership and operation of Elam Hall, Fanning Hall, and Johnson Hall alone, Lipscomb University provides on-campus housing for hundreds of students at any given time.

45. The combined capacity of these three residence halls alone exceeds 800 student occupants, demonstrating the scale at which the University houses students and manages their day-to-day living conditions.

46. Despite the University's stated emphasis on safety, community, and student well-being, the actual living conditions experienced by students assigned to Elam Hall, Fanning Hall, and Johnson Hall did not align with those expectations created by the University.

47. For many students housed in these dormitories, daily life was marked not by a safe and healthy student and residential environment, but by persistent hazardous conditions that undermined basic standards of habitability and student welfare.

48. Specifically, the residential conditions within Elam Hall, Fanning Hall, and Johnson Hall were affected by ongoing issues related to moisture intrusion, inadequate ventilation, and compromised indoor air quality.

49. These conditions create an environment conducive to mold growth and the circulation of contaminated air within student living spaces and shared common areas, including bedrooms, bathrooms, hallways, and ventilation systems.

50. Beginning no later than the 2023–2024 academic year, and continuing through the fall of 2025, students and parents repeatedly reported water intrusion, heavy condensation, visible mold growth, and air quality concerns in university-owned residence halls, including Elam Hall,

Fanning Hall, and Johnson Hall.

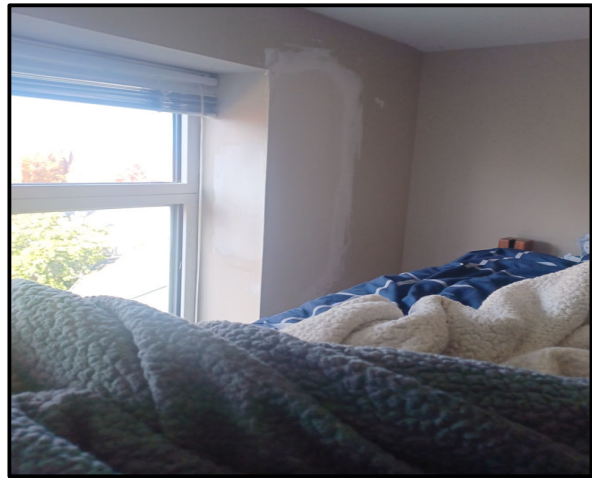
51. Students residing in these dormitories documented ongoing condensation on windows, pooling water on windowsills, moisture intrusion through walls and ceilings, and discoloration or visible mold growth on building materials, furnishings, and HVAC components.



**Treye Hall**  
**Mold on Drawer Unit (8/19/2023)**  
**Mushrooms on Indoor Windowsill (4/6/2023)**  
**Elam Hall – Room #329**



**Johannah Maurer**  
**Damaged Wall & Ceiling from Excessive Condensation**  
**Johnson Hall – Room #470**  
**Photo Taken: 11/15/2025**



**Elizabeth & Hannah Wyssmann**  
**“Repaired” Wall from Excessive Condensation**  
**Elam Hall – Room #111**  
**Photo Taken: 11/14/2025**



**Natalie Hough**  
Mold Covering Air Vent  
Fanning Hall – Room #201-1  
Photo Taken: 9/16/2025

52. In addition to mold and ventilation problems, students and parents repeatedly reported the presence of strong gas odors in and around university residential facilities, including the dormitories. These odors were described as persistent, intermittent, and noticeable within living spaces and common areas, prompting multiple safety concerns and reports to university personnel.

53. Students also reported that indoor conditions improved only when windows or doors were left open, indicating inadequate ventilation and insufficient air exchange within the dormitory rooms and common areas.

54. Lipscomb University received multiple maintenance requests and direct communications from students and parents reporting mold, water intrusion, condensation, high levels of CO<sub>2</sub>, and related environmental concerns, including repeated requests regarding leaking windows, pooling water, visible black mold and leaking gas lines.

55. Students and parents escalated concerns to Residence Hall Directors, deans, and senior administrators, including the Vice President of Student Life and Risk Management personnel, reporting ongoing symptoms and deteriorating living conditions.

56. During this same period, students residing in these dormitories experienced a pattern of health symptoms including respiratory irritation, coughing, sore throats, fatigue, headaches, dizziness, skin irritation, and exacerbation of underlying medical conditions.

57. Students reported that their symptoms worsened while living in university housing and improved when they left campus housing for weekends, breaks, or off-campus accommodations.

58. As concerns regarding indoor air quality, mold, and environmental conditions persisted, parents sought clarification and assurances from the University regarding the safety of the residential facilities where their children were required to live.

59. After receiving multiple communications from the Wyssmann parents expressing concern about their daughters' severe health conditions and continued residence in Elam Hall along with other complaints from other students and parents, Lipscomb University retained WSP USA, Inc. to conduct environmental testing.

60. This test was performed at the direction and under the control of Lipscomb University.

61. Lipscomb did not provide the Wyssmann or any family the full report but instead provided to the Wyssmann family a "summary report."

62. In its summary report, WSP documented that Linda Phipps, Lipscomb University's Director of Environmental Health & Safety, measured carbon dioxide levels of approximately

In visits to your room prior to October 21, 2025, Dr. Linda Phipps obtained carbon dioxide values around 4,000 ppm, which is unusually elevated for an indoor living environment; and an indication that there was little to no fresh air entering this dorm room. A lack of fresh air can be associated with elevated and sustained relative humidity, which often results in visible mold growth on moist surfaces. Additionally, the air in spaces with elevated carbon dioxide concentrations feels stale and may also be associated with malodors. Outdoor levels around Elam were generally around 450 ppm. Indoor carbon dioxide levels in a space considered "well-ventilated" are 600-1000 ppm. There are thus far no published standards for carbon dioxide, but there is information correlating health effects with elevated levels in the living spaces of sensitive individuals.

**WSP Report of Limited Mold Assessment in Elam Hall Dormitory Room 111 (para. 3)  
Date of Report: 10/24/2025**

4,000 parts per million (“ppm”) on more than one occasion in Elam Hall Room 111.

63. The WSP report explains that indoor environments considered “well-ventilated” typically have carbon dioxide concentrations in the range of 600 to 1,000 parts per million (“ppm”).

64. Despite this Lipscomb University permitted Elizabeth and Hannah Wyssmann, along with other students, to reside in a building where measured carbon dioxide levels exceeded four times the upper limit of that range.

65. As reports of unsafe conditions increased, students and parents communicated with the University seeking transparency and requesting permission for their own qualified environmental professionals to evaluate student dormitory rooms to ensure their children’s safety.

66. When those concerns were not resolved, both parents and students lost their trust in the University.

67. As a result, certain parents sought their own independent evaluations to assess the living conditions for their children.

## **B. Fanning Hall**

68. Fanning Hall is a university-owned residence hall operated by Lipscomb University and designated as a women’s dormitory with suite-style accommodations.

69. Fanning Hall houses up to approximately 270 students, with as many as eight residents assigned to a single suite that shares a common living area and bathroom.

70. During the 2024–2025 academic year, students residing in Fanning Hall began reporting recurring moisture intrusion, visible mold growth, and air quality concerns within individual suites and shared living spaces.

71. Parents of students residing in Fanning Hall reported that mold-related conditions were present at or shortly after their children took occupancy of their assigned suites.



72. For example, parents including the Fitzgeralds raised concerns regarding ongoing mold exposure affecting their child's living space in Fanning Hall, prompting repeated communications with university administrators regarding environmental conditions and student safety.

73. Despite Lipscomb University knowing this, students were still required to move into Fanning Hall suites without any known comprehensive environmental testing or full remediation of the affected areas.

74. As the semester progressed, students residing in Fanning Hall experienced persistent health symptoms consistent with environmental exposure, including respiratory irritation, coughing, extreme fatigue, headaches, nosebleeds, "brain fog", difficulty breathing, unexplained acne, eczema, and other complaints.

75. Parents escalated concerns to university administrators, reporting that their children's symptoms worsened while residing in Fanning Hall and improved when they left campus housing.

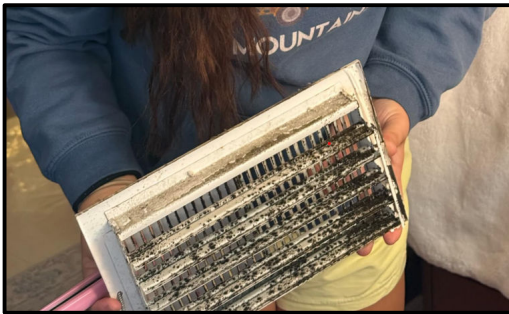
76. The following photographs depict conditions observed within multiple suites and common areas of Fanning Hall. These images were taken by students and parents during the period in which residents reported ongoing moisture intrusion, ventilation concerns, and suspected mold growth. The photographs are offered to illustrate the physical conditions present in the dormitory at the time students were residing there and raising environmental health concerns through August/September 2025 and before.



**Rust and Mold Growth in Air Vent  
Fanning – Room #108**



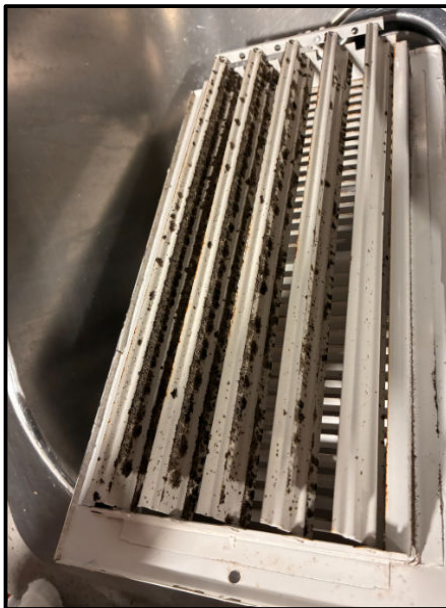
**Mold in Air Vent  
Fanning – Room #201**



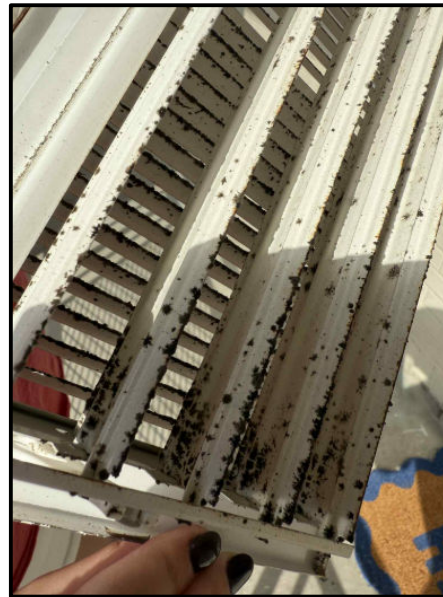
**Mold in Air Vent  
Fanning – Room #111**



**Mold Growth on Wall  
Fanning – Room #108**



**Mold in Air Vent  
Fanning – Room #203**



**Mold in Air Vent  
Fanning – Room #203**

77. After repeated pleas for help from students and parents regarding conditions in Fanning Hall, Lipscomb University conducted environmental testing in Fanning which demonstrated unsafe levels of toxic mold in the building, requiring immediate remediation and evacuation of all students from remediation efforts in the building.

78. Upon information and belief, students residing in Fanning Hall were temporarily relocated from their assigned dormitory rooms between approximately September 20, 2025, and October 13, 2025, while those remediation efforts were underway.

79. Upon information and belief, Lipscomb University retained Frost Environmental and WSP USA, Inc. to oversee and document remediation activities performed in Fanning Hall.

80. In advance of remediation activities in Fanning Hall, Lipscomb University distributed written remediation guidance to students and parents outlining the expected procedures and safeguards that would be followed during the remediation process.

81. The University instructed students to gather and remove only the essential and valuable belongings they would need during a temporary relocation period and expressly advised that remaining personal property could be left in the dormitory rooms during remediation.

82. Lipscomb University further represented that any belongings left behind would be covered with plastic and protected in place, and that vents within each suite would be encapsulated, allowing students to leave non-essential personal items in their rooms.

83. Based on these representations, students and parents reasonably understood that personal belongings left in Fanning Hall rooms would remain undisturbed and that remediation personnel would not handle, inventory, or remove students' private property.

84. Contrary to those representations, remediation contractors acting either independently and/or at the direction of one or more of the Defendants entered student dormitory

rooms in Fanning Hall and handled, packed, inventoried, photographed, and removed students' personal belongings.

85. These actions were taken without students or parents present, without prior notice that belongings would be physically handled or removed, and without obtaining consent from the students or their families.

86. During the remediation work, contractors hired by the University accessed and handled students' personal belongings, including private items typically kept in dorm rooms, going beyond what students and parents reasonably expected based on the University's written instructions.

87. Lipscomb University did not advise students or parents that remediation personnel would pack, catalogue, or remove personal belongings from dormitory rooms as part of the remediation process.

88. As a result, students were subjected to an unconsented intrusion into their private living spaces and personal effects, in a manner inconsistent with the procedures Lipscomb University had described and upon which students and parents relied.

89. After remediation was purportedly completed, WSP USA, Inc. provided room-specific reports to students and their families.

90. Those reports show that air sampling and environmental testing were conducted prior to and after remediation activities were completed.

91. However, the testing results provided by WSP were limited to what WSP described as "post-remediation verification" testing and did not include any pre-remediation or baseline testing, leaving no objective record of the types or levels of mold present in the rooms prior to remediation.

92. Upon information and belief, no environmental testing was performed, preserved, or disclosed for the Fanning Hall suites prior to remediation, and no baseline measurements were taken to document mold growth, airborne spore concentrations, moisture conditions, ventilation performance, or indoor air quality as they existed while students were actively residing in the rooms.

93. As a result, neither the University nor its retained consultants established the nature, extent, or severity of mold contamination or environmental conditions present in the affected suites before remediation activities altered those conditions.

94. The absence of pre-remediation testing (or lack of transparency and disclosure to students and parents) eliminated the ability to meaningfully compare conditions before and after cleanup, to determine whether remediation efforts addressed the underlying causes of the contamination, or to assess the duration and magnitude of student exposure.

95. The post-remediation testing conducted by WSP was limited in scope and designed to verify completion of cleaning activities, not to evaluate the safety of the suites for long-term student occupancy or to assess health risks associated with prior exposure.

96. The WSP materials provided to students and families underscore that post-remediation results cannot quantify or rule out hazardous conditions that existed during student occupancy.

97. Despite the limitations in WSP's reports, Lipscomb University relied on post-remediation testing results to permit continued use and occupancy of Fanning Hall suites, including those previously occupied by students reporting health concerns.

98. At no point did Lipscomb University provide families with data establishing what mold species, concentrations, or environmental conditions were present in their children's suites

prior to remediation, nor did it disclose any testing documenting conditions during the period of student occupancy.

99. Nevertheless, Lipscomb University represented that remediation efforts had been properly undertaken in Fanning Hall and that the building was safe for continued occupancy.

100. Despite these assurances, parents and students no longer had confidence that the University's internal assessments fully reflected the conditions within Fanning Hall.

101. As a result, and out of concern for their children's health and safety, families sought independent environmental evaluation to verify whether the living conditions in the dormitory were, in fact, safe for continued occupancy.

102. In November 2025, independent environmental testing was conducted by Claro Pure in multiple suites and rooms within Fanning Hall.

103. The Claro Pure test included air samples collected from bedrooms, living rooms, and bathrooms within multiple Fanning Hall suites, as well as surface and filter sampling in certain locations.

104. The results of the Claro Pure testing documented moderate to high concentrations of Penicillium/Aspergillus mold types in numerous Fanning Hall living spaces, including repeated findings classified as "High" (300) in bedrooms, living rooms, and bathrooms across different suites.

105. Elevated mold levels were not confined to a single room or isolated location but were detected in multiple areas within the same suites, including sleeping areas, shared living spaces, and bathrooms, demonstrating building-wide or system-wide environmental concerns rather than a localized issue.

106. Several Fanning Hall suites tested showed consistent findings of elevated

Penicillium/Aspergillus mold types across more than one room, including combinations of bedrooms, living rooms, and bathrooms within the same residential unit.

107. The detection of elevated mold levels in bathrooms and shared living spaces further indicated that moisture-related conditions affecting Fanning Hall were not limited to individual student behavior in their assigned dorm rooms, but were consistent with underlying environmental or building system issues.

108. The Claro Pure findings contradicted prior assurances that remediation efforts in Fanning Hall had resolved environmental concerns and that the building was safe for continued student occupancy.

109. Despite these results, students were forced to continue residing in Fanning Hall during the academic term, including during critical academic periods, while families sought further information and remediation. All the while, the freshman women occupants of Fanning were exposed to unsafe levels of mold in their dorms.

110. Parents continued to request access to prior environmental testing results and documentation related to remediation efforts performed in Fanning Hall in order to understand the scope of the problem and protect their children's health.

111. Lipscomb University declined to provide full testing data to parents and asserted that only testing performed by University-approved vendors would be recognized, despite the persistence of symptoms and environmental concerns.



**RELEASE OF INFORMATION**

October 31, 2025

Lipscomb University's protocols do not allow for (i) the release of environmental reports issued by a third party that is engaged by the university prior to the remediation of any environmental conditions, or (ii) a third party to arrange and coordinate environmental testing for its own purposes on the university's campus. In this situation, Lipscomb University is allowing for the release of an environmental report to the parents of a former resident of Room 111 of Elam Hall and for such parents to coordinate environmental testing in such room in good faith because of the extreme health conditions of their dependent student. Lipscomb University is allowing the release of this report and the coordination of third-party testing with the understanding that such report and any test results from the third-party testing will only be used in connection with the health of their student, and will not be used for any other purpose or disclosed to any third party, other than a licensed health provider.

**Lipscomb University – Release of Information  
Dated: 10/31/2025**

112. When parents requested that students be released from on-campus housing requirements due to unsafe living conditions, the University treated such requests as discretionary accommodation rather than responses to hazardous residential conditions.

113. At no point did the University fully remove all students from Fanning Hall pending independent confirmation that the building was free from environmental hazards.

114. As a result of the conditions in Fanning Hall, students suffered physical illness, emotional distress, disruption to their academic progress, and the loss of safe use of their assigned living spaces.

115. The ongoing environmental issues in Fanning Hall, despite reported remediation efforts, demonstrate a systemic failure by the University to adequately identify, remediate, and verify the safety of student housing before requiring continued occupancy.

116. These ongoing admissions and negligent acts that were known or should have



reasonably been known further demonstrate the systemic failure by the University to provide a safe environment and protect students from harm.

**C. Johnson Hall**

117. Johnson Hall is a university-owned residence hall operated by Lipscomb University and designated as an upper-class women’s dormitory housing hundreds of students each academic year.

118. Beginning no later than the fall of 2025, students residing in Johnson Hall and their parents reported recurring water intrusion, moisture accumulation, and suspected mold growth within individual dormitory rooms, including visible deterioration around windows, walls, ceilings, and air-conditioning units. An example is below:



**Johannah Maurer**  
Damaged Ceiling from Excessive  
Condensation  
Johnson Hall – Room #470  
Photo Taken: 11/15/2025



**Johannah Maurer**  
Damaged Ceiling from Excessive Condensation  
Johnson Hall – Room #470  
Photo Taken: 11/15/2025

119. Parents reported that discoloration and moisture initially observed around window areas later spread to ceilings and wall corners, suggesting ongoing water intrusion rather than an

isolated or temporary condition.

120. During this same period, students and parents also reported recurring natural gas odors in and around Johnson Hall, described as intermittent but persistent, raising concerns for student safety and prompting repeated complaints to university administrators.

121. Lipscomb University acknowledged reports of gas odors at Johnson Hall but characterized them as normal releases from pressure regulators and repeatedly denied the presence of a gas leak, despite continued reports from residents and parents.

122. Parents reported that outside utility providers, including Atmos Gas and Piedmont Natural Gas, were observed visiting campus in response to reported gas odors near Johnson Hall, yet the University failed to provide parents with any written inspection findings or reports from those visits.

123. Throughout the fall of 2025, parents repeatedly requested transparency regarding environmental testing, gas inspections, and maintenance protocols for Johnson Hall, including advance notice before maintenance personnel entered female dormitory rooms.

124. Parents further reported instances of unannounced maintenance entries into occupied female dormitory rooms in Johnson Hall, contributing to concerns regarding privacy, safety, and oversight of remediation activities.

125. In response to reports of mold and water intrusion, maintenance personnel applied mold cleaner and performed cleaning and scraping activities in Johnson Hall dorm rooms before any independent environmental testing was conducted, altering conditions prior to testing and the concurrent documentation of results.

126. Parents reported that following maintenance activity, students returned to their rooms to find plaster debris, paint chips, and other material residue on beds and personal

belongings, further exacerbating health and contamination concerns.

127. Students residing in Johnson Hall reported experiencing headaches, congestion, dizziness, skin irritation, respiratory irritation, coughing, extreme fatigue, headaches, nosebleeds, “brain fog”, difficulty breathing, unexplained acne, eczema, and other physical symptoms while living in the dormitory, which improved when they left campus housing.

128. When parents requested independent third-party environmental testing of Johnson Hall rooms, Lipscomb University rejected those results as “unapproved” and asserted that it would rely only on testing conducted by consultants retained by the University.

129. Despite ongoing reports of water intrusion, visible deterioration, and student health concerns, Lipscomb University did not remove students from Johnson Hall pending independent confirmation that the building was safe for continued occupancy.

130. Instead, the University offered affected students relocation options within Johnson Hall itself, including reassignment to different rooms in the same building, rather than relocation to an unaffected residence hall.

131. Parents rejected relocation within Johnson Hall as insufficient to address the underlying environmental and health concerns associated with the building and formally requested relocation to a different residence hall without additional fees.

132. Despite these requests, Lipscomb University continued to treat relocation from Johnson Hall as a discretionary housing adjustment rather than a necessary response to unsafe residential conditions.

133. As a result of the conditions in Johnson Hall, students suffered physical illness, emotional distress, disruption to their academic progress, and loss of safe use of their assigned living spaces.

134. The University's handling of Johnson Hall, including denial of gas risks, failure to test identifying dangerous conditions, failure to remediate the dangerous conditions, pre-testing alteration of conditions, rejection of independent testing, failure to remediate the dangerous conditions, and refusal to remove students from the building, demonstrates a failure to reasonably protect student health and safety despite repeated notice of hazardous conditions.

135. These ongoing admissions and negligent acts that were known or should have reasonably been known further demonstrate the systemic failure by the University to provide a safe environment and protect students from harm.

#### **D. Elam Hall**

136. Elam Hall is a university-owned residence hall operated by Lipscomb University and designated as a first-year women's dormitory housing approximately 300 students each academic year.

137. Beginning no later than the 2023–2024 academic year, students residing in Elam Hall reported recurring condensation, moisture accumulation, and water intrusion within dormitory rooms, including heavy condensation on windows and pooling moisture along windowsills and other areas of the dormitory.

138. Students documented that these moisture conditions persisted over extended periods and were not isolated to a single weather event or temporary maintenance issue.

139. Prior to the Fall 2025 semester, Lipscomb University had been placed on notice of recurring moisture, condensation, and ventilation issues in Elam Hall through student complaints and parental observations dating back to at least the 2023–2024 academic year.

140. Parents observed water actively dripping down interior window surfaces in Elam Hall rooms during pre-move-in visits and reported that similar conditions had existed in the same rooms during prior academic years.

141. Students residing in Elam Hall reported that indoor air quality improved only when windows or doors were left open.

142. During the Fall 2025 semester, students reported physical symptoms while living in Elam Hall, including respiratory irritation, coughing, extreme fatigue, headaches, nosebleeds, “brain fog”, difficulty breathing, unexplained acne, eczema, sore throats, rashes, dizziness, and recurring illness.

143. Students and parents communicated these concerns to Lipscomb University through multiple channels, including Resident Assistants, maintenance requests, Housing, Student Affairs, and Health Services.

144. Rather than correcting underlying ventilation or moisture issues, Lipscomb University issued guidance instructing Elam Hall residents to adjust their behavior to maintain indoor air quality, including opening dorm room doors to allow hallway air circulation and maintaining specific thermostat settings.

145. In response to reports of mold and extreme dampness in Elam Hall rooms, maintenance personnel frequently characterized visible substances as “rust” or routine condensation and did not investigate or remediate the reported mold conditions.

146. Students were told to “get used to” damp conditions or adjust thermostat settings rather than receiving meaningful inspection of mold-affected areas.

147. These communications placed responsibility for indoor air circulation on students, despite ongoing reports of condensation, mold-related symptoms, and air-quality concerns within the building.

148. Lipscomb University’s instructions to open dorm room doors to permit hallway air circulation reflected that Elam Hall’s HVAC system did not independently provide adequate fresh

air exchange to individual student rooms.

149. Students reported that when dorm room doors were closed, humidity levels increased rapidly, air became stagnant, and rooms felt damp, indicating a reliance on hallway air to compensate for inadequate in-room ventilation.

150. In response to escalating health concerns and numerous complaints by students and parents, Lipscomb University conducted testing both internally and through WSP USA, Inc. to conduct limited environmental assessment in Elam Hall.

151. It is unknown if testing was conducted across all of Elam Hall or only specific rooms.

152. However, WSP USA, Inc. provided an assessment report for Elam Hall Room 111 (Wyssmann Dorm).

153. For Elam Hall Room 111, WSP documented indoor carbon dioxide levels measuring approximately **4,000 parts per million**, a level WSP noted was unusually elevated for a residential living environment and indicative of little to no fresh air exchange.

In visits to your room prior to October 21, 2025, Dr. Linda Phipps obtained carbon dioxide values around 4,000 ppm, which is unusually elevated for an indoor living environment; and an indication that there was little to no fresh air entering this dorm room. A lack of fresh air can be associated with elevated and sustained relative humidity, which often results in visible mold growth on moist surfaces. Additionally, the air in spaces with elevated carbon dioxide concentrations feels stale and may also be associated with malodors. Outdoor levels around Elam were generally around 450 ppm. Indoor carbon dioxide levels in a space considered "well-ventilated" are 600-1000 ppm. There are thus far no published standards for carbon dioxide, but there is information correlating health effects with elevated levels in the living spaces of sensitive individuals.

**WSP Report of Limited Mold Assessment in Elam Hall Dormitory Room 111 (para. 3)**  
**Date of Report: 10/24/2025**

154. WSP also identified mold-related contaminants captured within a student's personal air purifier filter, including *Stachybotrys* spores (black mold), indicating the presence of mold within the Elam Hall indoor environment.

The presence of *Stachybotrys* spores on the personal air filter do not suggest or indicate that the electric filtration unit is the source of the spores; it indicates that there is an as yet unidentified source of *Stachybotrys* that has released spores into the air that were ultimately captured on the air purifying unit.

**WSP Report of Limited Mold Assessment in Elam Hall Dormitory Room 111 (para. 5)  
Date of Report: 10/24/2025**

155. High CO2 Levels were also present in other Elam Hall Rooms such as Plaintiff Anna Turley's which reported CO2 levels over 5,000 in October 2025.



**CO2 Reading From Elam Hall Dormitory Room 113  
October 2025**

156. Upon information and belief and despite these findings, Lipscomb University did not conduct or disclose comprehensive environmental testing of Elam Hall prior to student occupancy, nor did it establish baseline conditions to assess the duration or severity of exposure experienced by residents.

157. Upon information and belief, Lipscomb University personnel became aware of elevated carbon dioxide levels in Elam Hall rooms before those results were communicated to affected students or parents.

158. Despite knowledge of elevated carbon dioxide levels indicative of inadequate ventilation, students were not warned of the potential danger and were advised only to open

windows or doors.

159. Lipscomb University did not provide students with clear warnings regarding the risks associated with elevated carbon dioxide levels, mold exposure, or inadequate ventilation in Elam Hall.

160. General advisories encouraging students to “get fresh air” or open windows did not reasonably inform first-year students of the seriousness of the environmental conditions present.

161. Out of concern for their daughters’ wellbeing, the Wyssmann and Turley family hired their own environmental professional (Four Corners Environmental) to conduct tests in Elam Hall Rooms 111 (Wyssmann Dorm) and 113 (Turley Dorm).

162. Four Corners Environmental confirmed that indoor mold spore levels in the affected dormitory rooms were dramatically higher than outdoor baseline levels, indicating an internal source of contamination rather than naturally occurring environmental exposure.

163. Testing also identified the presence of multiple mycotoxins associated with mold exposure, including mold known to cause respiratory, neurological, immune, and systemic health effects.

164. As a result, Four Corners Environmental recommended immediate remediation and further testing of other rooms in the dormitory.

Given the results from the labs, a certified mold remediator is recommended to remediate all the areas of concern while the rooms are under containment. Elevated *Aspergillus* is noted in the air in room 111 and room 113 as well as the exterior hallway in relation to the exterior sample. Several other molds across the spectrum at lower counts were also noted which were not on the exterior control sample. The highest counts are noted in room 111. Evidence of some prior cleaning is noted in room 111 and especially in room 113. One raw count of *Chaetomium* is also noted in room 113 in the air requiring remediation of the space. Further investigation for the other areas in the building are recommended throughout. Three sources are present in room 111 which appears to be due to lack of maintenance and could be inherent in other areas of the building. The sink with adjoining chase, the wall mount HVAC system, and the windows. This is evident in both rooms that were investigated.

**4 Corners Property Inspection Report for Elam Hall Rooms 111/113 (2.1 Recommendations)**  
**Date of Report: 10/25/2025**



165. Despite these findings and other requests for more testing by parents and transparency from the University, Lipscomb restricted access to environmental testing results, discouraged independent testing by families, and asserted that only University-approved vendors and protocols would be recognized.

166. Lipscomb University did not adopt formal, campus-wide mold prevention and remediation protocols until November 5, 2025, after years of complaints, escalating health issues, and third-party testing documenting unsafe conditions in student housing.

167. When students requested relocation due to health concerns, the University frequently framed such moves as optional housing adjustments or accommodations rather than necessary responses to unsafe living conditions.

168. In several instances, students were offered relocation within the same building.

169. As a direct result of these conditions, affected students suffered physical illness, exacerbation of chronic medical conditions, emotional distress, academic disruption, and the loss of safe use of their assigned living spaces.

170. The environmental conditions in Elam Hall include chronic condensation, inadequate ventilation, elevated carbon dioxide levels, mold contamination, and delayed institutional response. demonstrate a failure to maintain a safe residential environment for students required to live on campus.

171. These ongoing admissions and negligent acts that were known or should have reasonably been known further demonstrate the systemic failure by the University to provide a safe environment and protect students from harm.

#### **E. Water Damage And Mold Affect Health.**

172. The U.S. Centers for Disease Control and Prevention (CDC), the National Institute of Health (NIH), the Institute of Medicine of the U.S. National Academy of Sciences, the American

Academy of Allergy, Asthma & Immunology (AAAAI), and the World Health Organization (WHO) all agree that living or working in a building with mold-damaged building materials results in increased health risks to its occupants.

173. Mold is a fungus that reproduces by creating spores or microscopic cells. The spores and cells generate in large numbers and in chains that easily disperse into the air. Mold spores are generally invisible to the human eye. If adequate moisture is present when a mold spore lands on a suitable carbon containing food source, such as the paper on drywall, furniture, clothing, and furnishings, it begins to grow. Mold can grow with liquid water and even simply due to the presence of high relative humidity in the air. At Lipscomb, the mold growth is pervasive enough to be seen with the naked eye.

174. When certain species of mold grow and process nutrients, they produce chemicals called mycotoxins and excretory chemicals. Mycotoxins are known to be used as chemicals in biological warfare. These microscopic microbes and their chemistries can be toxic to human cells and to cause immune and other organ inflammation, injury, and disease. Mycotoxins attack the nervous, respiratory, immune, and muscular systems and can enter the body either via ingestion, inhalation or direct skin contact and can lodge in the digestive tract, lungs, or brain.

175. Several mold species, including *Penicillium*, *Aspergillus*, *Cladosporium* and *Stachybotrys*, produce a wide variety of mycotoxins that are poisonous or toxic to virtually all people who come in contact with them. Critically here, the levels of *Penicillium* / *Aspergillus* were extremely elevated, impacting all the Fanning, Johnson, and Elam Residents. Testing also indicated the presence of *Stachybotrys*, also known as “black mold” in some of the students’ rooms. Apart from being toxic, exposure to microbes and chemistries is known to cause inflammation and immune system injury or dysfunction. Often, due to the latency periods between

exposure and disease, one may be harmfully exposed and contacted, but the symptoms and disease may not be apparent for years. Medical monitoring is essential to deal with the effects of the chemical and microbial assault.

176. Initial symptoms of mold and microbe exposure can include upper respiratory infections, coughs, sore throats, headaches, nausea, fibromyalgia, fatigue, hemorrhaging, convulsions, skin irritation, cancer, and organ and tissue damage including liver, kidney, neurological and immunologic disease.

177. For all these reasons, water damage and mold must be immediately and properly remediated. At a minimum, proper remediation requires the removal of water damage and mold source. In general, the process includes (i) identification of the mold source; (ii) containment of the affected area; (iii) removal of the mold and contaminated materials under containment; (iii) cleaning the contaminated area; and (iv) clearance testing. Failure to do so could lead to serious health implications, as is evident by how the following women suffered after their time in Fannin, Johnson and/or Elam Halls.

### **INDIVIDUAL FAMILIES' FACTUAL ALLEGATIONS**

#### **A. The Wyssmann Family (Elam Hall)**

178. Plaintiffs Elizabeth Wyssmann and Hannah Wyssmann are sisters and were freshmen students at Lipscomb University during the Fall 2025 semester.



179. Prior to enrolling at Lipscomb, both Elizabeth and Hannah had documented medical conditions that made them particularly vulnerable to environmental exposures, including compromised immune function and heightened sensitivity to air quality, humidity, and opportunistic infections.

180. Lipscomb University was aware of these medical vulnerabilities through pre-semester communications and formal accommodation requests submitted through the University's ACCESS/Accommodations office, including communications with Abigail Davis, Director of ACCESS.

181. Despite this knowledge, Lipscomb assigned Elizabeth and Hannah to Elam Hall, Room 111, a dormitory room with known ventilation deficiencies, moisture problems, and prior maintenance concerns, rather than to safer, better-ventilated housing options.

182. On or about August 12, 2025, Elizabeth and Hannah moved into Elam Hall, Room 111.

183. Immediately upon moving in, the room exhibited extreme stuffiness, musty odors, excessive humidity, and poor air circulation.

184. In response, the family installed a Molecule personal air purification unit with a new filter, which ran continuously, 24 hours a day, in an attempt to mitigate the poor air quality.

185. Within days and weeks of residing in Room 111, both Elizabeth and Hannah began experiencing progressively worsening symptoms, including but not limited to:

- a. Shortness of breath;
- b. Severe fatigue;
- c. Headaches;
- d. Tachycardia;
- e. Memory and concentration problems;
- f. Insomnia;
- g. Skin rashes and infections;
- h. Blurred vision;
- i. Nose bleeds;
- j. Neuropathy;
- k. Anxiety and depression; and
- l. Frequent, unexplained illness.

186. By early October 2025, their health had deteriorated to such a degree that the family recognized the need to investigate whether the dormitory environment itself was causing or contributing to their illnesses.

187. On or about October 14, 2025, Dr. Linda Phipps, Lipscomb's Director of Environmental Health & Safety, conducted air quality testing in Elam Hall, including in Room

111 and the adjacent Room 113.

188. The testing revealed dangerously elevated carbon dioxide (CO<sub>2</sub>) levels, including:

- a. Elam Room 111: approximately 4,400 ppm; and
- b. Elam Room 113: approximately 5,900 ppm.

189. These CO<sub>2</sub> levels are far above what is considered normal or well-ventilated indoor air and are indicative of little to no fresh air exchange.

190. Dr. Phipps acknowledged to the students that there was a ventilation problem in Elam Hall, stating words to the effect that there was “no real way to fix it” and uncertainty as to how it could be corrected.

191. Despite these findings, Lipscomb did not issue any written warning, did not remove the students from the room, and did not provide transparent disclosure of the risks associated with continued occupancy.

192. When the family raised concerns about the elevated CO<sub>2</sub> levels, Lipscomb personnel initially attempted to minimize or deflect responsibility, including suggesting, incorrectly, that the elevated CO<sub>2</sub> readings were related to student medical conditions rather than building deficiencies.

193. CO<sub>2</sub> levels in Room 111 remained elevated even when the room was unoccupied, further confirming that the problem was not student related.

194. On October 15, 2025, Hannah observed and photographed a white, fuzzy substance inside the HVAC unit serving Room 111, consistent with mold growth.

195. After Hannah’s discovery of the white, fuzzy substance inside the HVAC unit, Jason and Sarah decided it was the safest for their daughters to be temporarily removed from their dormitory room until more testing and information became available.

196. Upon information and belief, after Hannah photographed the filter, Lipscomb maintenance cleaned the HVAC system in Room 111 on the morning of October 16, 2025, without preserving samples and without notifying the family it had been done.

197. Because the HVAC had been cleaned on October 16, 2025, by Lipscomb, Hannah requested that afternoon that the Molekule air purifier filter, which had been running continuously in the room, be tested for mold.

198. On October 17, 2025, Jason Wyssmann notified Abigail Davis of the Wyssmann family's significant and urgent health concerns with the girls' dorm room.

199. On that same day, Lipscomb University sent a dorm-wide email to Elam Hall residents instructing students to manage indoor air conditions by keeping HVAC units on "auto," maintaining specified temperature settings, and opening dorm room doors to allow hallway air circulation.

200. On October 18, 2025, the Wyssmann family met with Asa Bailey, Director of Housing and Residence Life, to request clearer information and support, to express significant and urgent concerns with dorm room living conditions, and to ask for alternative on-campus housing.

201. On October 20, 2025, Sarah Wyssmann emailed Lipscomb University President Dr. Candice McQueen requesting an urgent in-person meeting regarding her daughters' deteriorating health and unsafe living conditions in Elam Hall, including concerns about dangerously elevated carbon dioxide levels and broken ventilation.

202. Later, on October 20, 2025, Dr. McQueen and Dr. Brian Mast (Senior Vice President of Student Affairs, Staff Liaison for the President's Office) met with the Wyssmann family. Following the meeting, Dr. McQueen emailed a written follow-up acknowledging failures in communication and outlining steps to support the daughters academically and to relocate them

to alternative housing.

203. On or about October 23, 2025, Dr. Phipps informed Sarah Wyssmann by phone that testing revealed extremely high quantities of *Stachybotrys* (black mold) spores on the air purifier filter.

204. Dr. Phipps warned Sarah not to remove the air purifier for risk of home contamination and, given the known medical vulnerabilities of the girls', to be aware in the event physicians needed to be contacted.

205. Despite this alarming information, Lipscomb leadership did not promptly provide the written report or underlying laboratory data to the family.

206. On October 24, 2025, WSP USA, Inc., through Kim Barton, MS, Toxicologist, issued a "Report of Limited Mold Assessment" for Elam Hall Room 111.

207. The WSP report documented:

- a. Indoor CO<sub>2</sub> levels around 4,000 ppm, described as unusually elevated;
- b. Conditions associated with little to no fresh air entering the room;
- c. High quantities of *Stachybotrys* spores captured on the personal air purifier;  
and
- d. Dust, particulates, and pollen consistent with chronic air quality problems.

208. WSP concluded that the air purifier was not the source of the mold spores, but rather had captured spores released from an unidentified source within the dormitory environment.

209. WSP recommended that the air purifier not be moved into any new dorm room to avoid cross-contamination.

210. Lipscomb administration provided Jason Wyssmann a one-page summary, but chose to withhold the full laboratory results of WSP's findings.



211. On October 28, 2025, with no disclosure of the significant reports by WSP of *Stachybotrys* (black mold) or additional warnings regarding Elam Room 111, Lipscomb leadership offered a Bison Hall room, with the opportunity to move the girls' belongings the same day.

212. On October 31, 2025, the family retained 4 Corners Environmental, led by certified mold and environmental inspector Barry Mankin, to conduct independent testing.

213. Testing conducted in Room 111, adjacent rooms, hallways, and on the air purifier revealed multiple water-damage indicator molds, including:

- a. *Stachybotrys*;
- b. *Chaetomium*;
- c. *Aspergillus/Penicillium*;
- d. *Alternaria*; and
- e. *Cladosporium*.

214. Subsequent laboratory analysis confirmed elevated mycotoxins, including:

- a. *Stachybotrylactam*;
- b. *Chaetoglobosin*;
- c. *Trichothecenes*;
- d. *Sterigmatocystin*

215. The Wyssmann family's certified mold and environmental expert concluded that all contents exposed in Room 111 should be discarded due to contamination and health risk.

216. At this point, the family's collective decision to temporarily remove their daughters from the hazardous dorm room became permanent as they all concluded that Hannah and Elizabeth could no longer safely reside on Lipscomb's campus.

217. Hannah and Elizabeth, along with their parents, no longer felt like they could safely

reside on campus housing due to Lipscomb's continued lack of transparency and their daughters' continued and escalating health complications.

218. Both students required extensive medical care, specialist evaluations, and academic accommodations, including completing coursework remotely and requesting academic Incompletes.

219. The Wyssmann family incurred substantial medical expenses, environmental testing costs, loss of use of personal property, and disruption to the students' education.

220. At the time Elizabeth and Hannah were assigned to Elam Hall Room 111, Lipscomb had prior notice of water intrusion, mold, and ventilation problems in Elam Hall, including complaints from other students in prior semesters.

221. Lipscomb's own published Environmental Health & Safety policies acknowledge that mold and humidity pose risks, that medically susceptible individuals face heightened danger, and that moisture must be controlled to prevent mold growth.

222. Despite this knowledge, Lipscomb failed to warn, failed to remediate, failed to protect medically vulnerable students, and took actions that concealed or destroyed evidence, directly resulting in harm to the Wyssmann family.

223. As a direct and proximate result of Defendants' negligence, gross negligence, and reckless disregard for student safety, Elizabeth Wyssmann and Hannah Wyssmann have suffered serious and ongoing injuries, including but not limited to: significant impairment of their physical health, loss of normal cognitive functioning, mental anguish, disruption of their education, loss of independence, loss of enjoyment of life, and uncertainty regarding their future health and academic trajectories. Both students continue to require extensive medical care, monitoring, and accommodations as a result of their exposure to unsafe living conditions in Elam Hall, harms that

were entirely preventable had Lipscomb taken known ventilation and mold risks seriously.

224. Prior to residing in Elam Hall, both Elizabeth and Hannah were high functioning, engaged students who actively participated in academics, creative pursuits, and campus life. Following their prolonged exposure to unsafe indoor air quality, elevated carbon dioxide levels, toxic molds, and mycotoxins, both experienced a marked decline in physical stamina, immune function, and overall well-being, requiring frequent rest, limiting social interaction, and impairing their ability to engage in normal collegiate activities.

225. Jason Wyssmann and Sarah Wyssmann, residents of Tennessee, are the parents of Elizabeth and Hannah Wyssmann. Like many families, they entrusted Lipscomb University with the safety and well-being of their daughters, reasonably expecting that the University would provide safe and habitable housing, particularly given the girls' known medical vulnerabilities.

226. From the moment their daughters' health began to decline, Jason and Sarah Wyssmann became deeply involved in attempting to identify the cause of their sudden and unexplained illnesses. There was no apparent reason why two previously capable, academically successful young women would experience such rapid and severe health deterioration shortly after moving into their assigned dormitory room.

227. As their daughters' conditions worsened, the Wyssmanns assumed the roles of primary advocates and caregivers, coordinating medical appointments, communicating with physicians and specialists, managing academic accommodations, and monitoring the girls' symptoms on a daily basis, while simultaneously attempting to obtain truthful information and assistance from Lipscomb University.

228. Jason and Sarah Wyssmann's persistence in demanding transparency, environmental testing, and access for independent experts was instrumental in uncovering the

extent of the hazardous conditions in Elam Hall, including dangerously elevated carbon dioxide levels, failed ventilation, and the presence of multiple water-damage indicator molds and toxic mycotoxins. But for the family's insistence, these conditions would have remained undisclosed and unaddressed.

229. Lipscomb University's delayed, dismissive, and opaque response forced the Wyssmann family to bear the emotional trauma of watching their daughters' health decline while shouldering substantial and unexpected financial burdens. The family incurred significant out-of-pocket expenses for medical care, specialist evaluations, diagnostic testing, environmental testing, and the loss of personal property contaminated by mold.

230. In addition to financial harm, Jason and Sarah Wyssmann endured profound emotional distress stemming from Lipscomb's failure to warn, failure to remediate, and actions that concealed or destroyed evidence of unsafe conditions. They devoted countless hours to documenting events, preserving evidence, communicating with administrators, and advocating not only for their daughters' safety but also for the safety of other students living in Elam Hall.

231. As a direct and proximate result of Defendants' conduct, Jason and Sarah Wyssmann have suffered profound emotional distress from watching, in front of their eyes, their daughters endure severe and prolonged illness while attempting to navigate college. Instead of experiencing the normal milestones of young adulthood, Elizabeth and Hannah struggled with debilitating symptoms, repeated medical crises, and the loss of their independence.

232. Jason and Sarah were forced to witness their daughters' physical decline, academic disruption, and emotional suffering on a daily basis, all while fearing for their long-term health and safety. The distress of seeing their children suffer, knowing that the harm was preventable and caused by unsafe housing provided by Lipscomb, has resulted in ongoing anguish, anxiety, and

emotional trauma to the Wyssmann parents. Both Jason and Sarah have suffered serious mental and emotional injury, loss of consortium, and financial losses, forced to support their daughters because of the University's negligence, gross negligence, and disregard for student safety.

233. The Wyssmann family continues to grapple with the lasting consequences of the Defendants' conduct, consequences that arose solely because Elizabeth and Hannah lived in the dormitory room assigned to them by Lipscomb University. What should have been a formative and hopeful collegiate experience instead became a period of illness, fear, and disruption that no family should endure.

**B. The Fitzgerald Family (Fanning)**

234. Plaintiff Ava Fitzgerald was a freshman student at Lipscomb University during the Fall 2025 semester.

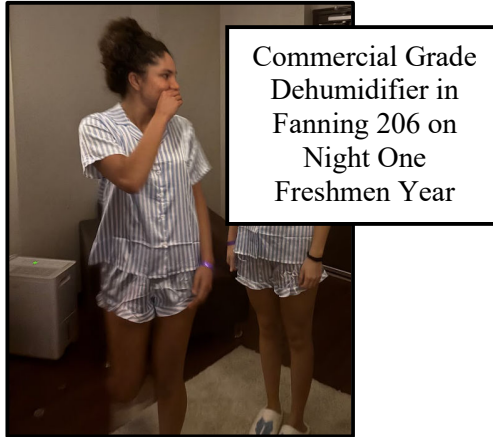


235. Ava was assigned by Lipscomb University to Fanning Hall, Suite 206, a residence hall that Lipscomb owned, operated, maintained, and controlled.

236. Prior to the Fall 2025 semester, Lipscomb University had actual notice of recurring

moisture intrusion, ventilation problems, and mold complaints in Fanning Hall, including complaints from students and parents in prior semesters and during the weeks immediately preceding Fall 2025 move-in.

237. During the Fall 2025 move in, there was an industrial grade dehumidifier present in the living space of Suite 206 provided by Lipscomb University.



238. On August 11, 2025, Ava moved her personal belongings into Fanning Hall, Suite 206.

239. Beginning August 25, 2025, Ava started experiencing progressively worsening physical symptoms, including but not limited to:

- a. Chronic fatigue requiring frequent daytime naps;
- b. Persistent headaches;
- c. Nasal congestion and difficulty breathing;
- d. Disturbed sleep;
- e. Decreased exercise tolerance and shortness of breath with routine activity; and
- f. Episodes of laryngitis and voice loss.

240. These symptoms were new in onset and coincided temporally with Ava's residence in Fanning Hall.

241. On September 13, 2025, Ava and her suitemates began observing visible mold growth, including mold on HVAC vents within Fanning Hall. Ava's suitemate first noticed mold in her bedroom air vent 206-4 and removed it in an attempt to clean the mold off it.

242. That same day Ava's suitemate texted the pictures she took to her suitemates, Ava included.

243. This prompted Ava's suitemates to also inspect their bedroom air vents; they all witnessed visible mold growth in their respective bedrooms (206-1, 206-2, and 206-3).

244. Ava then alerted her mother Jami Fitzgerald about the mold covered air vent and shared the same pictures via text on September 15, 2025.

245. Upon receiving the text, Jami responded to Ava with a phone call to inquire about the details of the found visible mold growth in Fanning 206.

246. Ava shared that her suitemate submitted a maintenance request ticket via Lipscomb's Google Form alerting the University of the mold in her suite.

247. In response, Director of Housing Asa Bailey, acknowledged the maintenance request with a reply to all Fanning Suite 206 residents on September 15, 2025.

248. Lipscomb University represented in writing that the issue appeared to be "isolated," that each suite was individually serviced by its own HVAC system, and that the condition could be addressed through limited testing.

249. Jami Fitzgerald asked Ava's permission to advocate on her behalf as mold presents a serious and immediate health concern and she felt the condition needed immediate attention best addressed between more mature adults allowing Ava to "try" to resume her college activities.

250. As a result, and on that same evening (September 15, 2025), Jami Fitzgerald inquired on the Lipscomb University Parent Connection Facebook page what the proper chain of

command would be for getting a dorm issue addressed also by attaching the photos provided to her by her daughter.

251. Many parents of current and form Fanning residents responded publicly and privately with their own daughter's mold experiences both in Fanning and Elam Halls.

252. Jami Fitzgerald, along with several other Lipscomb parents, formally reported mold concerns in Fanning Hall in a formal email petition to Lipscomb University administrators including Lipscomb University President Dr. Candice McQueen on September 16, 2025.

253. The email addressed concerns not only for her daughter's Fanning suite but for other students as well with photos and descriptions attached.

Below please find a preliminary (though not exhaustive list) of the Fanning suites with black mold. Please also see attached pictures. Most named suites also have a parent representative cc'ed in this email.

- Suite 108 : On 8/7/25 Environmental Health & Safety reported "no known concerns regarding mold", but attached pictures prove otherwise.
- Suite 112: Athletes experiencing symptoms, coach has brought it to Lipscomb's attention
- Suite 201: Decreased breathing capacity and change in voice (singer)
- Suite 203: Sick with cold like symptoms impacting ability to sing (musical theater major)
- Suite 207: Athletes are sick, relocating away from their suite at their coach's request
- Suite 208: Many suitemates sick for 3+ weeks

**Part of 9/16/2025 Email to President Dr. Candice McQueen and Other Lipscomb University Staff**

254. Lipscomb responded by saying they had engaged Frost Environmental Services to conduct non-invasive testing and represented that results would be available within 24–48 hours.

255. Despite these assurances, Lipscomb did not provide timely testing results, did not remove Ava from the environment, and did not warn her of the potential health risks associated with continued exposure.

256. Instead, Lipscomb continued to allow Ava and other students to remain in Fanning Hall while administrators minimized the scope and severity of the mold problem.



257. As Ava's health continued to deteriorate, her mother, Jami Fitzgerald, continued to escalate concerns to senior Lipscomb administrators, including the Director of Housing, Environmental Health & Safety Personnel, Risk Management, and University President Dr. Candice McQueen.

258. By September 19, 2025, parents of multiple Fanning Hall residents, including Jami Fitzgerald, had documented visible mold growth and illness across numerous suites throughout the building, demonstrating that the problem was widespread and systemic, not isolated.

259. Parents demanded transparency, full disclosure of testing results, and professional remediation, warning Lipscomb that continued exposure was causing harm to students.

260. Only after sustained parent pressure did Lipscomb order a full evacuation of Fanning Hall, requiring Ava and all residents to vacate the building by 11:59 p.m. on September 20, 2025.

261. Ava was displaced from her dormitory and relocated to temporary hotel housing arranged by Lipscomb.

262. Lipscomb retained FIRST ONSITE Property Restoration to perform remediation and WSP USA, Inc. to oversee environmental consulting and testing.

263. Between September 20 and October 13, 2025, Ava was displaced from her assigned housing for approximately three and a half weeks, living out of multiple hotels and temporary accommodations.

264. During this period, Lipscomb repeatedly represented to students and parents that:

- a. Mold remediation was thorough and comprehensive;
- b. HVAC systems and ductwork were cleaned;
- c. All ceiling tiles were removed and replaced;

- d. Post-remediation verification testing was performed; and
- e. Fanning Hall would be safe for re-occupancy.

265. On or about October 11, 2025, WSP issued a written “Mold Remediation Work Completed” letter certifying that Suite 206 (Ava’s room) had been successfully remediated and was safe for re-occupancy.

266. Lipscomb relied on this certification to direct Ava and other students to return to Fanning Hall on October 13, 2025.

267. Lipscomb did not disclose any limitations of the testing, did not provide baseline pre-remediation data, and did not advise students that there are no health-based standards defining safe indoor mold levels.

268. Additionally, Lipscomb did not provide test results that prompted the evacuation as promised in Asa Bailey’s email response to parents of the first email petition on September 17, 2025, “We will provide a copy of the environmental testing results to the appropriate parties for each suite.”

269. Ava and her Mother reasonably relied on Lipscomb’s representations and Ava returned to live in Fanning Hall, Suite 206.

270. Shortly after returning to Fanning Hall, Ava again began experiencing the same constellation of illness symptoms she had experienced prior to evacuation.

271. Ava and her suitemates observed physical indicators that remediation was incomplete, including ceiling tiles that appeared older, mismatched, and visibly dirty.

272. Ava submitted a formal maintenance request noting that two ceiling tiles in Suite 206-3 did not appear to have been replaced during mold remediation.

273. Lipscomb closed the maintenance request with a generic notation that the

“maintenance task [was] completed,” without documenting what work was performed, what materials were replaced, or whether any environmental testing occurred.

274. Contrary to WSP’s written representations, original ceiling tiles remained in place in Ava’s suite after remediation.

275. The combination of (a) Lipscomb’s representations of complete remediation, (b) observable physical evidence contradicting those representations, and (c) Ava’s renewed symptoms created a reasonable and well-founded belief that active mold growth remained somewhere within Suite 206 and other areas of Fanning, including areas not visible to occupants.

276. Because Lipscomb failed to provide documentation showing what materials were actually removed, replaced, or tested, Ava and her family were left without any reliable means of determining whether the suite was truly safe.

277. Due to Ava’s continued illness, her parents commissioned and paid out of pocket for independent environmental testing of Fanning Suite 206 on November 19, 2025.

278. Independent testing revealed active, toxic mold growth in every room of Suite 206, including all four bedrooms, the living room, and the bathroom.

279. These findings directly contradicted Lipscomb’s prior assurances that remediation was complete and that the suite was safe for occupancy.

280. As Ava’s symptoms persisted following re-occupancy, she sought further medical evaluation.

281. In late November 2025, Ava underwent laboratory testing for mycotoxins.

282. The mycotoxin panel was completed on December 4, 2025.

283. The laboratory testing detected multiple mycotoxins at levels reported as “present” in Ava’s system.

284. These mycotoxins are associated in the scientific and medical literature with fungal species commonly found in water-damaged indoor environments.

285. The presence of multiple mycotoxins in Ava's laboratory results provided objective biological evidence consistent with recent mold exposure, corroborating her reported symptoms and environmental findings in Fanning Hall, Suite 206.

286. The timing of the laboratory results, collected after Ava's return to Fanning Hall in combination with her continued symptoms upon her return to Fanning Hall further supported the conclusion that continued exposure had occurred following Lipscomb's purported remediation.

287. When Jami presented Lipscomb administrators with evidence of an active mold situation in Fanning Suite 206 via a formal email petition on December 4, 2025, Kathy Hargis, Lipscomb's AVP of Risk Management and Compliance, replied "we heartily recommend you contact the Office of Accessibility for your daughter to move off campus to a housing situation".

288. This was not the Fitzgeralds' intended outcome as Ava's lack of proximity to campus inhibits her social connections with fellow students, most of whom are required to live on campus for their first three years at Lipscomb. Not to mention, she does not have access to a car while attending college.

289. However, Ava submitted a formal request to the Office of Accessibility on December 6, 2026, per Kathy Hargis' direction, as Lipscomb was not offering an alternate healthy on campus living arrangement, nor did it address Jami's demand to properly remediate Fanning Suite 206 following the mold test results from November 19, 2025.

290. As a result of a Zoom meeting with Dr. Abigail Davis, Office of Accessibility Director on December 12, 2025, at which time Dr. Davis referenced her conversation with Dr. McQueen and that Dr. McQueen was in agreement that Ava should be provided an off-campus

housing exception.

291. Lipscomb granted Ava permission to live off campus for the Spring 2026 semester, effectively acknowledging that it could not provide her with safe, habitable on-campus housing as advertised or promised.

292. Ava was thereby forced out of on-campus housing, not by choice, but because Lipscomb failed to provide a living environment that did not pose a risk to her health.

293. Jami Fitzgerald is Ava Fitzgerald's mother and a resident of Michigan.

294. Jami entrusted Lipscomb University with her daughter's safety and well-being, reasonably expecting that the University would provide safe, habitable housing and truthful disclosure of environmental hazards.

295. From the onset of Ava's illness, Jami became deeply involved in advocating for her daughter's health, including coordinating medical care, reviewing laboratory findings, commissioning environmental testing, documenting unsafe conditions, and communicating repeatedly with Lipscomb administrators.

296. Jami, along with other parents, requested transparency, independent verification, and complete remediation, but was met with delay, minimization, and incomplete disclosures, even after objective laboratory evidence demonstrated continued exposure.

297. Jami incurred substantial out-of-pocket expenses, including costs for environmental testing, medical evaluations, laboratory testing, temporary housing arrangements, additional travel to help Ava return to her dorm on October 13, 2025, and again to move her into her off campus housing for the Spring 2026 semester, and loss of use of Ava's personal property.

298. Jami suffered significant emotional distress from watching and hearing her daughter become ill, lose access to her dormitory, face continual disruption to communicate with

administrators and relocate to a local friend's safe housing option during finals, and ultimately be forced out of campus housing due to preventable environmental exposure.

299. As a direct and proximate result of the Defendants' negligence, gross negligence, and reckless disregard for student safety, Ava Fitzgerald suffered physical illness, biologically confirmed toxic exposure, academic disruption, loss of use of housing, emotional distress, and forced displacement from campus housing.

300. Ava entered Lipscomb University as a healthy, active student. After prolonged exposure to mold-contaminated housing, she experienced persistent symptoms requiring medical care, laboratory evaluation, and disability accommodation.

301. These injuries were entirely preventable had Lipscomb performed adequate maintenance, timely warned students, performed adequate remediation, ensured compliance with its own remediation plan, and refrained from misrepresenting the safety of Fanning Hall.

302. As a direct and proximate result of the Defendants' conduct, Jami Fitzgerald has suffered serious mental and emotional injury, loss of consortium, and financial losses, forced to support her daughter because of the University's negligence, gross negligence, and disregard for student safety.

### **C. The Turley Family (Elam and Johnson Hall)**

303. At all relevant times, Anna Turley and Emma Turley were students at Lipscomb University and resided in Lipscomb-owned, Lipscomb-operated, and Lipscomb-controlled residence halls as part of the University's mandatory on-campus housing program.



304. Anna and Emma’s Mother, Jennifer “Jenni” Turley, was actively involved in communicating with Lipscomb University administrators, Residence Life staff, Environmental Health & Safety personnel, and others regarding her daughters’ declining health, unsafe dormitory conditions, and concerns about indoor air quality and environmental exposure.

305. Anna Turley was a freshman student at Lipscomb University during the Fall 2025 semester.

306. Lipscomb University assigned Anna to reside in Elam Hall, Room 113, a dormitory room owned, operated, maintained, and controlled exclusively by Lipscomb.

307. At the time Anna Turley enrolled at Lipscomb University and was assigned to on-campus housing, she had documented pre-existing medical conditions that would make her particularly vulnerable to environmental stressors, including poor indoor air quality, inadequate ventilation, and exposure to mold or other airborne contaminants.

308. Lipscomb University was made aware of Anna’s medical conditions before her freshman year through formal accommodation requests, ACCESS submissions, medical

documentation, and direct communications from Jenni Turley.

309. Elam Hall Room 113 is directly adjacent to Elam Hall Room 111 and, upon information and belief, is part of the same ventilation zone and HVAC design that later became the subject of extensive environmental testing during the Fall 2025 semester.

310. Shortly after moving into Elam Hall Room 113 in [mid-August 2025], Anna began experiencing new and worsening physical symptoms, including but not limited to:

- a. Headaches;
- b. Fatigue;
- c. Difficulty concentrating / brain fog;
- d. Respiratory and/or sinus symptoms;
- e. Dizziness or lightheadedness;
- f. Blind Spots;
- g. Skin Rashes;
- h. Wheezing; and
- i. Hives.

311. These symptoms were not present prior to Anna's residence in Elam Hall and worsened the longer she remained in the dormitory environment.

312. Anna also experienced persistent indoor air quality issues in Room 113, including stuffy or stagnant air, excessive warmth, lack of fresh air, or odors.

313. After Jenni's continued persistence with Lipscomb to find the cause of her daughter's symptoms, on or about October 10, 2025, Lipscomb retained WSP USA Inc. to perform airborne particulate testing in Anna's dormitory room.

314. On October 14, 2025, Jenni was provided with the results which showed elevated

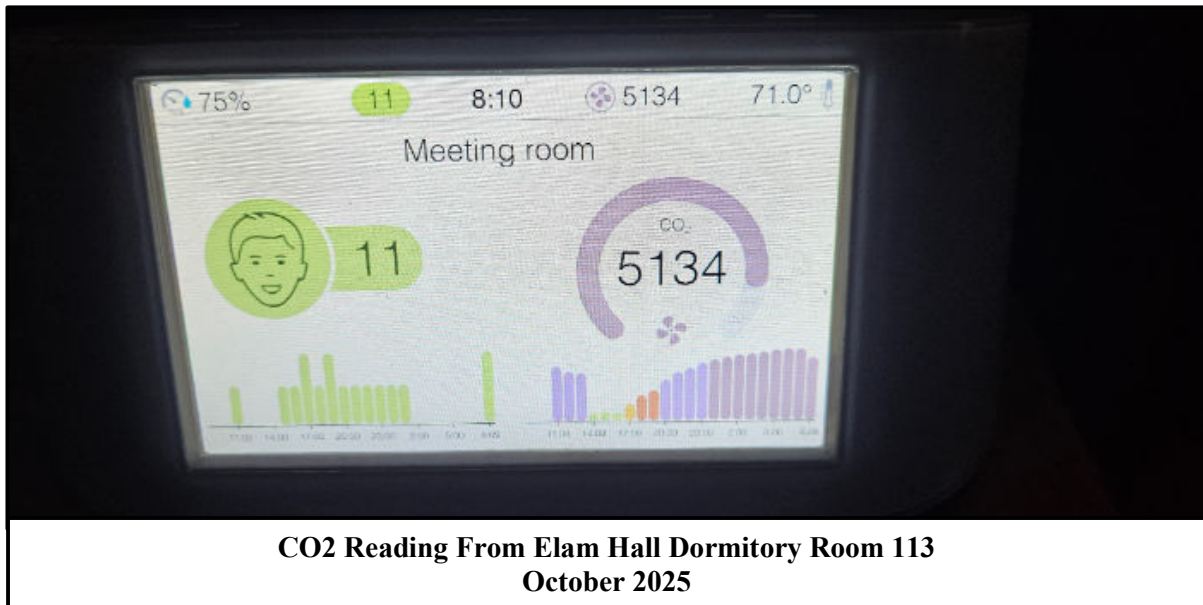


concentrations of multiple fungal indicators and particulate matter within the room, including Cladosporium, Chaetomium, Curvularia, basidiospores, ascospores, Penicillium/Aspergillus-like spores, as well as hyphal fragments, which are fragments of fungal growth rather than intact spores.

315. However, despite these findings. The Turley family were told by Lipscomb Administration this could not be the cause of Anna's symptoms, and it had to be something specific to Anna, not a condition in her room.

316. Additionally, During the Fall 2025 semester, Lipscomb University was on notice that Elam Hall suffered from serious ventilation deficiencies and abnormally elevated carbon dioxide (CO<sub>2</sub>) levels, including in Room 113.

317. On or about October 14, 2025, Lipscomb's Director of Environmental Health & Safety, Dr. Linda Phipps, conducted CO<sub>2</sub> testing in Elam Hall, including in Room 113, which revealed CO<sub>2</sub> concentrations measuring approximately 5,900 parts per million (ppm).



318. CO<sub>2</sub> concentrations at that level are far above what is considered normal or well-ventilated indoor air and are indicative of little to no fresh-air exchange.

319. Lipscomb personnel acknowledged that there were ventilation problems in Elam

Hall and that there was no immediate or effective fix to restore adequate fresh air exchange.

320. Despite this knowledge, Lipscomb did not issue any written warning to Anna or her family regarding the risks associated with continued occupancy, did not offer to remove Anna from Elam Hall Room 113, and did not provide transparent disclosure of the severity of the ventilation failure.

321. However, at the continued persistence of Anna’s Mother, Lipscomb administration eventually provides new room options for Anna both in Johnson and Elam.

322. However, upon inspection of those rooms, they appeared no safer for Anna’s health as apparent by the mold on ceiling tiles and “DampRid” bags through the rooms and bathrooms.



Examples of condition of “new” rooms offered Anna Turley



323. Because Anna felt she had no safe housing option at that time, she stayed intermittently in her sister’s dorm and her mother’s hotel room and otherwise avoided her own dorm as much as possible until Christmas break, when she was able to return home.

324. Anna’s symptoms improved during periods when she was away from Elam Hall Room 113 and worsened upon returning to the dormitory.

325. As a direct result of Lipscomb’s failure to provide safe and habitable housing, Anna

experienced physical illness, academic disruption, emotional distress, and loss of the ordinary freshman college experience.

326. Emma Turley began residing in Lipscomb University housing in August 2023, when she was assigned to Elam Hall, Room 120.

327. When Emma first came to Lipscomb University, she had pre-existing medical conditions that the University was made aware of well before moving in.

328. While residing in Elam Hall Room 120, Emma experienced symptoms consistent with poor indoor air quality, which were reported to Lipscomb personnel [through RA or staff communications].

329. At the time Emma lived in Elam Hall, Lipscomb had prior notice of recurring ventilation and indoor air quality complaints in the building.

330. In August 2024, Lipscomb reassigned Emma to Johnson Hall Room 272 for her sophomore year.

331. Johnson Hall, like Elam Hall, is a Lipscomb-owned residence hall with known indoor air quality complaints, moisture concerns, and ventilation issues reported by multiple students over successive academic years.

332. While residing in Johnson Hall Room 272, Emma experienced [recurrence or worsening of symptoms], which fluctuated based on the amount of time she spent inside the dormitory environment.

333. Concerns regarding Emma's health and the Johnson Hall living conditions were communicated to Lipscomb staff, including Residence Life personnel, during this period.

334. In August 2025, Emma was assigned to Johnson Hall, Room 217 for her junior year.

335. Shortly after moving into Room 217, Emma again experienced physical symptoms consistent with environmental exposure, including but not limited to:

- a. Headaches or migraines;
- b. Brain fog;
- c. Difficulty concentrating;
- d. Memory problems;
- e. Confusion or disorientation;
- f. Dizziness or lightheadedness;
- g. Vertigo;
- h. Sensitivity to light or sound; and
- i. Slowed processing speed.

336. On or about October 10, 2025, laboratory sampling was performed in Johnson Hall Room 217 by WSP USA, Inc., with analysis conducted by Crisp Analytical Labs.

337. The laboratory testing identified Penicillium/Aspergillus among other molds in her room.

338. Despite these findings, Lipscomb administration continued to tell Jenni and Emma this could not be the cause of her symptoms.

339. Despite Lipscomb asserts that conditions within the room were not the cause of her symptoms, Emma moved out of Johnson Hall 217 to Bison Hall.

340. Emma's symptoms improved when she was removed from Johnson Hall Room 217.

341. Over multiple academic years, Lipscomb University repeatedly housed Anna and Emma Turley in dormitories with known ventilation deficiencies, elevated CO<sub>2</sub> levels, and mold-

related concerns.

342. Lipscomb received notice of these issues through student complaints, parental communications, maintenance requests, and internal testing, yet continued to assign students to affected rooms.

343. Rather than promptly removing students or providing transparent disclosures, Lipscomb routinely minimized concerns, delayed meaningful remediation, and shifted responsibility onto students to manage unsafe conditions.

344. As a direct and proximate result of the Defendants' negligence, gross negligence, and reckless disregard for student safety, Anna and Emma Turley suffered physical illness, emotional distress, academic disruption, and loss of safe housing.

345. Jenni and Stephen Turley entrusted Lipscomb University with the safety and well-being of their daughters, reasonably expecting that the University would provide safe, habitable housing and truthful disclosure of environmental hazards.

346. While Jenni started college, she could not complete her degree. Anna and Emma will be the first members of Jenni's family to graduate, a milestone that carried profound personal, emotional, and generational significance for Jenni.

347. Jenni, Stephen, and other family members approached Anna and Emma's college experience with pride, excitement, and optimism, viewing their enrollment as the culmination of years of hard work, sacrifice, and hope for their future.

348. Prior to enrollment and even shortly after, Jenni, Stephen, and their family were enthusiastic supporters of Lipscomb University, drawn to the campus culture, academic mission, and stated commitment to student care and well-being.



349. Jenni her family visited the Lipscomb campus on multiple occasions prior to her daughters' enrollment. During those visits, Jenni walked the grounds, toured the residence halls, and envisioned not only her daughters' success there, but a lasting connection between her family and the University.

350. As she walked the Lipscomb campus, Jenni imagined returning in future years for graduations, milestones, and even the possibility that her future grandchildren might one day attend the same University.

351. Jenni and Stephen reasonably believed that Lipscomb University would serve as a safe, supportive environment where their daughters could grow academically, socially, and personally during a formative period of their lives.

352. Like many parents, Jenni and Stephen entrusted Lipscomb University with the daily safety, health, and housing conditions of their children, relying on the University's representations that its residence halls were safe, habitable, and appropriate for student living.

353. When Anna and Emma moved into university housing, Jenni and Stephen had no reason to suspect that the dormitories assigned to her daughters suffered from serious ventilation failures, elevated carbon dioxide levels, moisture problems, or mold-related hazards.

354. As their daughters' health began to decline, Jenni initially struggled to reconcile what they were observing with the institution they believed Lipscomb to be.

355. Over time, Jenni and Stephen were forced to confront the reality that the University they had trusted with their children's well-being was not providing clear answers, transparent information, or timely protection, even as their daughters experienced worsening physical symptoms.

356. Jenni and Stephen's roles shifted from proud parents celebrating their daughters' independence to full-time advocates, investigators, and caregivers, coordinating medical appointments, documenting symptoms, communicating with administrators, and attempting to understand environmental risks that should never have been placed on a parent to uncover.

357. The contrast between Jenni and Stephen's reasonable expectations of Lipscomb University and their lived experience as a parent watching their children become ill while residing in university housing caused them significant emotional distress.

358. Instead of attending campus events, and family weekends with pride and joy, Jenni spent countless hours sending emails, reviewing test results, making phone calls, and worrying about whether her daughters were safe to sleep in the rooms assigned to them.

359. The excitement and sense of generational accomplishment Jenni and Stephen felt when their daughters began college was gradually replaced by fear, frustration, and grief over what should have been a joyful chapter in their family's life.

360. Jenni and Stephen Turley continue to suffer significant emotional distress from

witnessing and hearing their daughters' illness, displacement, and preventable harm while under Lipscomb University's care.

361. As her daughters' health declined, Jenni became deeply involved in advocating for their safety, coordinating medical care, documenting symptoms, communicating with administrators, and attempting to obtain accurate information about the dormitory conditions.

362. Jenni and Stephen Turley also incurred medical expenses, travel costs, housing-related expenses, testing costs, and other out-of-pocket losses as a result of Lipscomb's conduct.

363. As a direct and proximate result of the Defendants' conduct, Jenni and Stephen Turley have suffered serious mental and emotional injury, loss of consortium, and financial losses, forced to support their daughters because of the University's negligence, gross negligence, and disregard for student safety.

**D. The Hall Family (Elam Hall)**

364. Plaintiff Treye Hall enrolled as a freshman at Lipscomb University in the Fall 2022 semester, relocating from Costa Mesa, California to Nashville, Tennessee to attend the University.



**Treye Hall**

365. Prior to enrolling at Lipscomb, Treye was a healthy, active young woman with no history of chronic illness, autoimmune disease, food sensitivities, menstrual irregularities,



migraines, or fatigue-related conditions.

366. In the months before her enrollment, Treye intentionally prioritized her physical health, exercise, nutrition, and overall wellness in preparation for college, seeking to begin her college experience in optimal health.

367. At all relevant times during her freshman year, Lipscomb University required first-year students to reside in university-owned housing and prohibited Treye from living off campus.

368. Lipscomb assigned Treye to Elam Hall, a residence hall owned, operated, maintained, and controlled by Lipscomb University.

369. During campus tours and orientation events prior to enrollment, Lipscomb represented Elam Hall as a recently remodeled residence hall and made no disclosure of prior or ongoing moisture, ventilation, or mold-related issues within the building.

370. Treye moved into Elam Hall in August 2022 to begin her freshman year.

371. Almost immediately upon moving in, Treye and other residents on the upper floors of Elam Hall observed abnormal indoor conditions, including excessive humidity, thick and stagnant air, and a persistent musty odor.

372. At the time, Treye reasonably attributed these conditions to Tennessee's climate and her unfamiliarity with the region, not to any dangerous or defective condition of the building.

373. During the first weeks of the semester, residents complained of excessive humidity and poor air quality within Elam Hall, and at least one neighboring room submitted a maintenance request regarding those conditions. The neighboring room is believed to have been Elam Room 328, or whichever room is directly across the hallway from Treye Hall's assigned room, Elam Room 329.

374. After maintenance intervention, the most obvious symptoms of excessive humidity

temporarily improved, reinforcing Treye's reasonable belief that the issue had been resolved and did not pose an ongoing health risk.

375. Treye was never warned by Lipscomb that the conditions she experienced were associated with mold growth, water intrusion, or hazardous indoor environmental exposure.

376. Beginning in approximately October 2022, Treye began experiencing new and unexplained health symptoms, including profound fatigue, excessive sleeping, weight gain, anxiety, acne, and cognitive fog.

377. These symptoms were new in onset and had not existed prior to her residence in Elam Hall.

378. Treye did not suspect that her symptoms were caused by mold exposure or any environmental hazard within Elam Hall.

379. During Thanksgiving break in Fall 2022 while back home in California, Treye sought medical care for acne and menstrual irregularities through her primary care provider.

380. Treye's treating providers did not suggest mold exposure as a cause of her symptoms and instead explored routine hormonal and dermatologic explanations.

381. Throughout Fall 2022 and into Spring 2023, Treye continued to experience worsening fatigue, migraines, anxiety, food cravings, and menstrual disruption, ultimately losing her menstrual cycle entirely.

382. During this period, Treye made substantial efforts to improve her health through diet, exercise, skincare routines, and lifestyle changes, reasonably believing her symptoms were unrelated to her living environment.

383. In early 2023, Elam Hall experienced severe storms.

384. During this period, a window in Treye's dormitory room was damaged and allowed

rainwater to enter the room for an extended period.

385. Treye promptly submitted a maintenance request regarding the broken window.

386. Lipscomb failed to repair the window in a timely manner, allowing water intrusion and elevated humidity to persist inside the room for approximately two weeks.

387. Following the storm and water intrusion, the abnormal humidity and air quality conditions within Treye's room significantly worsened.

388. In April 2023, after pulling back her curtains, Treye observed a mushroom growing from the interior windowsill of her dormitory room, an unmistakable indicator of chronic moisture and fungal growth.



**Treye Hall  
Mushrooms on Indoor Windowsill  
(4/6/2023)**

389. The presence of a mushroom inside a student dormitory room was alarming but she did not know that moisture or mold in her room was making her sick, as Treye, a nineteen-year-

old college student with no training in environmental health or mold toxicity.

390. Additionally, Treye reasonably relied on the advice and clinical judgment of her treating medical providers, who evaluated her symptoms as being attributable to causes unrelated to mold or environmental exposure. Treye actively sought medical care, complied with recommended treatment plans, and continued follow-up with her providers in good faith, and at no point during this period was she advised that her symptoms were caused by mold, fungal contamination, or conditions within Elam Hall, nor did she have any medical or scientific basis to reach that conclusion on her own.

391. Lipscomb did not provide any explanation linking the fungal growth to potential health risks or advise Treye to seek medical evaluation for mold exposure.

392. At the conclusion of her freshman year, while removing her belongings from Elam Hall, Treye discovered visible mold growth on personal furniture that had been stored inside the dormitory room.

393. Treye and her parents discarded the contaminated furniture.



394. Despite these observations, Treye did not know, and had no medical confirmation, that she had suffered toxic mold exposure or that her ongoing health issues were caused by her

residence in Elam Hall.

395. Following her freshman year, Treye moved out of Elam Hall and resided off campus to live with her parents who had moved from California to Brentwood, TN.

396. Although some symptoms partially improved, Treye continued to experience persistent health problems from her mold exposure at Lipscomb, including fatigue, migraines, food sensitivities, hormonal abnormalities, and autoimmune dysfunction.

397. Between 2023 and 2024, Treye underwent extensive medical evaluation and laboratory testing trying to understand the root cause of her problems.

398. Her treatment providers focused on endocrine, autoimmune, and gastrointestinal explanations, including thyroid dysfunction and Hashimoto's disease.

399. Throughout this period, Treye reasonably relied on her doctors' opinions that her symptoms were attributable to medical conditions unrelated to mold exposure.

400. In January 2025, upon the recommendation of her medical provider and after exhausting other diagnostic avenues, Treye underwent laboratory testing for mycotoxins at the recommendation of her doctor.

401. On January 8, 2025, Treye submitted a urine sample for mycotoxin testing.

402. In February 2025, Treye received the results of that test which showed the presence of mycotoxins in her body that are associated with water-damaged buildings and indoor mold exposure.

403. This laboratory testing represented the first objective medical confirmation that Treye had suffered toxic mold exposure.

404. Only upon receipt of these results did Treye reasonably discover that her injuries were caused by exposure to mold and fungal contamination during her residence in Elam Hall.

405. Prior to February 2025, Treye did not know, and could not reasonably have known, that Lipscomb's failure to maintain safe housing conditions had caused her injuries.

406. After receiving the mycotoxin results, Treye's treatment plan materially changed to include mold-specific detoxification and medical intervention.

407. Subsequent testing and treatment confirmed that Treye's symptoms were consistent with mold toxicity and biotoxin illness.

408. In March 2025, Treye tested positive for MARCoNS, a multiple antibiotic-resistant nasal colonization commonly associated with mold-related biotoxin exposure.

409. Follow-up testing later in 2025 demonstrated improvement after proper treatment and removal from the exposure source.

410. Treye's illness spanned nearly three years, during which she endured physical suffering, emotional distress, academic disruption, dietary restriction, and loss of normal health, all without knowing the true cause.

411. At all times prior to February 2025, Treye acted reasonably, diligently pursued medical care, and relied in good faith on the advice of her physicians.

412. Treye did not delay investigation or ignore known facts; rather, she lacked the medical knowledge and objective evidence necessary to connect her injuries to Lipscomb's conduct.

413. Lipscomb University never warned Treye of the health risks associated with the conditions in Elam Hall and never disclosed known moisture or mold issues that would have prompted earlier discovery.

414. As a direct and proximate result of Defendants' negligence, gross negligence, and reckless disregard for student safety, Treye Hall suffered toxic mold exposure, prolonged illness,

medical expenses, emotional distress, and lasting health consequences.

415. This has additionally impacted her professional life. Due to the instability of her health, for two years Treye was unable to book performances, a key element in establishing herself and building her portfolio as a singer-songwriter and performing artist.

416. Plaintiffs Erik Hall and Krysti Hall are Treye Hall's parents.

417. Erik and Krysti entrusted Lipscomb University with their daughter's health and safety, reasonably expecting the University to provide safe, habitable housing.

418. From the onset of Treye's unexplained illness, Erik and Krysti actively supported her medical care, research, treatment, and relocation decisions.

419. Erik and Krysti reasonably relied on the opinions of Treye's treating physicians and had no medical confirmation that mold exposure caused her injuries until February 2025.

420. Erik and Krysti incurred substantial out-of-pocket expenses for medical care, testing, travel, relocation, and replacement of contaminated personal property.

421. They endured significant emotional distress from personally witnessing their daughter's health deteriorate over three years without answers and from fearing permanent consequences to her reproductive, neurological, and immune health.

422. As a direct and proximate result of the Defendants' conduct, Erik and Kysti Hall have suffered serious mental and emotional injury, loss of consortium, and financial losses, forced to support their daughter because of the University's negligence, gross negligence, and disregard for student safety.

**E. The Hough Family (Fanning Hall)**

423. Plaintiff Natalie Hough was a freshman student at Lipscomb University during the Fall 2025 semester. Her parents, Richard Hough and Lauren Hough, are residents of North Carolina.

424. Prior to enrolling at Lipscomb University, Natalie Hough was a healthy, active, and high-functioning student with no health problems. She graduated high school in 2025 from Central Academy of Technology & Arts in Monroe, North Carolina, where she excelled academically and artistically.

425. Natalie had trained in vocal performance for most of her life and entered Lipscomb as a vocal performance major, with the intention of pursuing professional music and performance.

426. Her ability to breathe deeply, sustain notes, and maintain vocal endurance was central not only to her academic success, but to her identity and future career.



427. Natalie and her parents toured Lipscomb University prior to enrollment. Based on the University's representations regarding student housing, campus life, and care for students, the Hough family believed that Lipscomb would provide a safe and healthy living environment.

428. In August 2025, Lipscomb University assigned Natalie to Fanning Hall, a University-owned residence hall, rather than Elam Hall, the traditional freshman women's



dormitory. Natalie was assigned to Fanning Hall, Room 201-1.

429. At move-in, Natalie and her parents noticed an unusual, stale odor in Fanning Hall.

430. During move-in week, they also observed furniture placed in the courtyard of Fanning Hall and overheard that the furniture had been removed from dorm rooms due to mold contamination.

431. At the time of move-in, Lipscomb did not disclose to Natalie or her parents that Fanning Hall had experienced prior mold issues, moisture problems, or ventilation concerns.

432. Within weeks of residing in Fanning Hall, Natalie began experiencing physical symptoms that were new and unexplained, including difficulty breathing, reduced lung capacity, chronic fatigue, and skin irritation.

433. Natalie noticed that she could no longer sustain vocal notes or breathe as she had previously, despite years of intensive training.

434. Natalie also developed a rash on her neck, chest, and back consisting of flesh-colored bumps that were not acne and were unlike anything she had experienced before.

435. Natalie experienced profound fatigue, sleeping excessively and, on at least one occasion, sleeping through multiple alarms and missing a scheduled vocal performance, something that had never occurred before and was wholly inconsistent with her character and dedication.

436. Natalie's mental and emotional health also declined. She experienced low energy, depressed mood, weight changes, and a sense of being "bogged down," which she recognized as different from ordinary stress associated with starting college.

437. During this same period, Natalie observed condensation and persistent moisture in Fanning Hall, including condensation in the bathroom that did not dissipate due to the lack of functioning ventilation.

438. Additionally, Bathroom exhaust vents could not be turned on, allowing moisture to linger.

439. Concerned about his daughter’s health, Richard Hough began investigating reports of mold in Fanning Hall after seeing posts in a Lipscomb parent Facebook group. After asking Natalie to inspect her HVAC vent, Natalie discovered visible mold growth.

440. Natalie also observed visible black and gray growth on the HVAC vent in her dormitory room. Photographs taken in September 2025 show mold growth covering the interior surfaces of the vent serving Natalie’s room.



**Natalie Hough**  
Mold Covering Air Vent  
Fanning Hall – Room #201-1  
Photo Taken: 9/16/2025

441. On or about September 16, 2025, Natalie reported the presence of mold in her dormitory to her Resident Assistant as per Lipscomb protocol.

442. Natalie was informed by her Resident Assistant that mold had been present in Fanning Hall for “multiple semesters” and that the University was “just now doing something” about it.

443. Natalie also raised concerns in person with the Head Resident Assistant, who acknowledged that multiple students in Fanning Hall were experiencing mold issues.

444. On September 17, 2025, Richard Hough emailed multiple Lipscomb administrators, including the University President, Director of Housing, and Director of Environmental Health & Safety, reporting that Natalie was experiencing diminished breathing capacity and changes to her voice and attaching photographs of mold covering her dormitory vent.

445. Richard Hough's email stated that breathing in mold spores for weeks explained Natalie's symptoms and questioned why students were allowed to move into Fanning Hall when mold contamination was known prior to move-in.

446. When Lipscomb did not respond, Richard Hough sent a follow-up email on September 19, 2025, reiterating that black mold had been known in Fanning Hall since move-in week and demanding immediate action.

447. Despite these communications, Lipscomb did not immediately remove Natalie from Fanning Hall, did not provide protective equipment, and did not warn her of the health risks associated with continued exposure.

448. During the remediation process, Natalie was initially told that she would only need to be out of her dorm room for approximately one week and that her belongings could remain in the room, covered with tarps.

449. Contrary to those representations, remediation contractors entered Natalie's dorm room without her, or her parents present and packed, handled, and removed her personal belongings, including clothing, personal items, and private effects.

450. Natalie did not consent to strangers handling her personal belongings and reasonably considered this an invasion of her privacy. At no time did Lipscomb advise her or her

parents that this would occur.

451. Natalie was displaced from her dormitory for approximately one month. During that time, the University repeatedly delayed her return date causing her to pack insufficient belongings as she was originally told she would only be displaced for a week.

452. After Natalie returned to Fanning Hall following remediation and with her contaminated belongings. She continued to experience lingering symptoms, including reduced energy and difficulty breathing.

453. When Natalie returned home for Thanksgiving and Christmas breaks, her breathing and vocal capacity significantly improved, further demonstrating that her symptoms were linked to conditions in Fanning Hall.

454. As a direct and proximate result of Defendants' negligence, Natalie Hough suffered physical illness, respiratory impairment, dermatological injury, cognitive and emotional distress, and disruption to her academic and artistic development during her freshman year.

455. Natalie's injuries directly interfered with her vocal performance training, limited her ability to sing, and jeopardized the educational and career path she pursued at Lipscomb University.

456. Richard and Lauren Hough entrusted Lipscomb University with their daughter's health and safety, reasonably expecting that the University would provide safe housing and respond promptly and transparently to environmental hazards, as both advertised and promised.

457. Instead, Richard and Lauren were forced to become investigators and advocates, repeatedly contacting University officials, documenting evidence, and pressing for action while watching their daughter's health decline.

458. Richard and Lauren Hough suffered severe emotional distress from witnessing

Natalie’s physical and emotional decline, loss of trust in the institution, and disruption to what should have been a positive and formative college experience.

459. As a direct and proximate result of Defendants’ negligence, gross negligence, and reckless disregard for student safety, Natalie Hough suffered physical injury, emotional distress, loss of educational opportunity, financial loss, and invasion of privacy.

460. As a direct and proximate result of the Defendants’ conduct, Richard and Lauren Hough have suffered serious mental and emotional injury, loss of consortium, and financial losses, forced to support their daughter because of the University’s negligence, gross negligence, and disregard for student safety.

**F. The Maurer Family (Elam and Johnson Hall)**

461. Plaintiff JoHannah Maurer is a student at Lipscomb University who enrolled for the 2024–2025 academic year as a freshman and began her sophomore year in the Fall 2025 semester.



**JoHannah Maurer**

462. JoHannah chose Lipscomb University in significant part because of its animation program, a field she had identified during high school as her primary academic passion and

intended career path.

463. She entered Lipscomb excited to pursue animation coursework that required sustained concentration, detailed visual work, and long hours of computer-based creative production.

464. Prior to residing in Lipscomb University housing, JoHannah was healthy and able to fully participate in academic and daily activities.

465. She did not experience chronic dizziness, persistent respiratory issues, recurring rashes, or debilitating fatigue at the levels she later experienced while living in University-owned dormitories.

466. During her freshman year, beginning in August 2024, Lipscomb University assigned JoHannah to reside in Elam Hall, a university-owned, managed, and controlled residence hall.

467. While residing in Elam Hall during the 2024–2025 academic year, JoHannah began experiencing recurring health symptoms, including headaches, frequent sickness, fatigue, congestion, and difficulty concentrating, which were new in onset and worsened over time.

468. JoHannah also observed persistent indoor air quality issues in Elam Hall, including stale air, humidity, and rooms that felt uncomfortable or difficult to breathe in unless windows were opened.

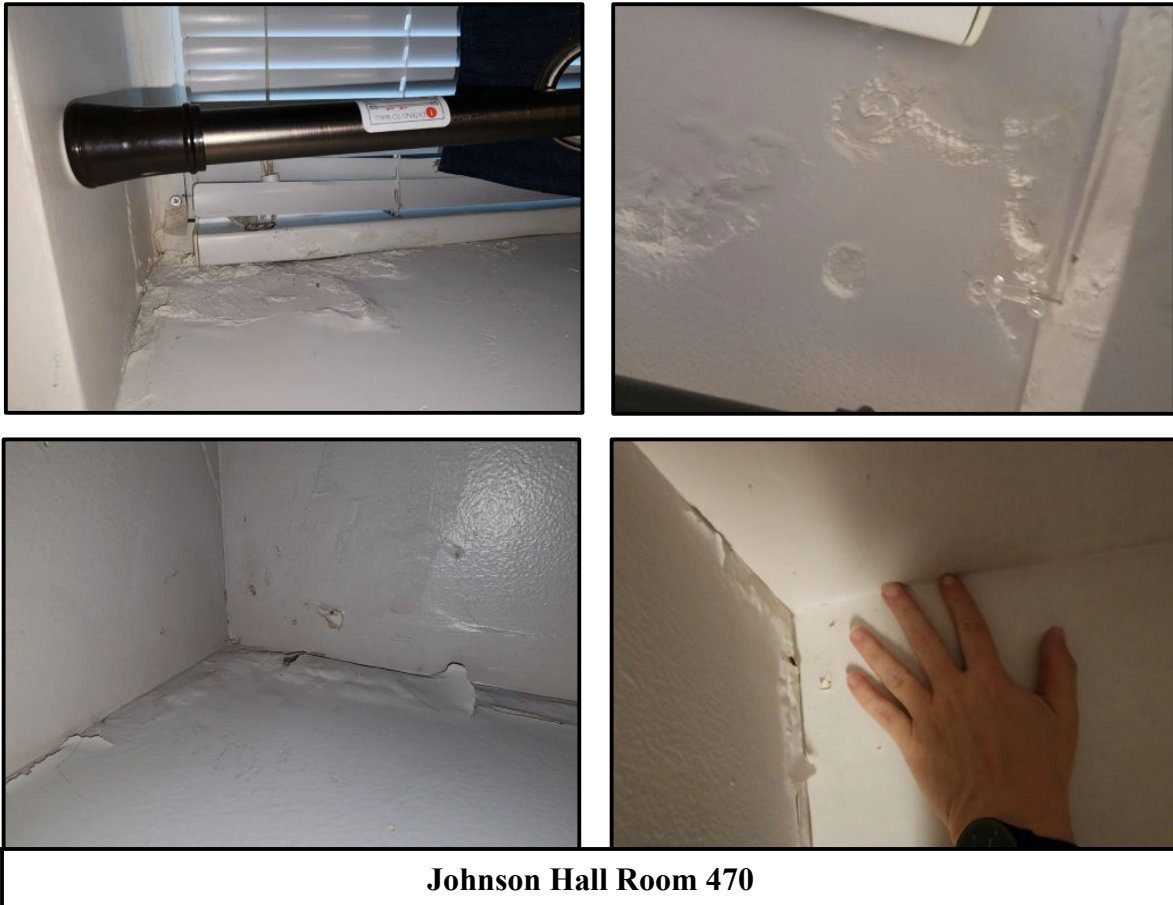
469. JoHannah reported that her symptoms improved when she was away from campus housing and returned when she resumed living in Elam Hall, a pattern that caused her and her parents to question whether her living environment was contributing to her health decline.

470. At the time JoHannah resided in Elam Hall, Lipscomb University had already received complaints from other students and parents regarding ventilation problems, moisture

intrusion, and mold-related concerns in Elam Hall.

471. In August 2025, for her sophomore year, Lipscomb University reassigned JoHannah to Johnson Hall, Room 470, another University-owned, managed, and controlled residence hall.

472. At move-in, JoHannah and her parents observed visible deterioration in Room 470, including peeling paint, discoloration, and mildew or mold-like residue around the window caulking. The caulking appeared layered over prior caulk, suggesting recurring water intrusion that predated JoHannah's occupancy.



473. Shortly after moving into Johnson Hall, JoHannah noticed musty odors, dampness near the window, and stagnant air that did not dissipate with normal ventilation.

474. Within weeks of residing in Johnson Hall, JoHannah experienced progressively worsening physical symptoms, including:

- a. Frequent headaches;
- b. Persistent nasal congestion and drainage;
- c. Dizziness and lightheadedness;
- d. Fatigue severe enough to interfere with early morning classes;
- e. Skin irritation and rashes; and
- f. Difficulty concentrating and completing detailed animation coursework.

475. JoHannah again experienced a recurring pattern in which her symptoms improved when she returned home for weekends or academic breaks and worsened upon returning to Johnson Hall.

476. On or about October 17, 2025, JoHannah submitted a maintenance request reporting suspected mold and water intrusion in Room 470 and requesting inspection and testing.

477. In late October 2025, while JoHannah and her roommate were not present, Lipscomb maintenance personnel entered Room 470 without advance notice.

478. JoHannah later discovered the entry had occurred only because a curtain rod had been knocked down and a note was left behind.

479. Lipscomb personnel provided inconsistent explanations regarding what had been inspected, whether testing had occurred, and what results, if any, were obtained.

480. On October 31, 2025, Lori Maurer escalated the situation to senior Lipscomb administrators, including Environmental Health & Safety, Housing, Risk Management, and the Vice President of Student Life, describing water intrusion, suspected mold, unannounced entries, pre-testing cleaning, and JoHannah's worsening health.



481. Lori Maurer requested independent third-party testing, advance notice before entering her daughter's room, transparent disclosure of findings, and relocation to safe housing.

482. Lipscomb did not remove JoHannah from Johnson Hall and did not provide complete testing results or clear explanations regarding the safety of continued occupancy.

483. On or about November 7, 2025, Lipscomb performed limited caulking work around the window in Room 470, which did not fully seal the opening or remediate the underlying moisture issue.

484. In early December 2025, JoHannah returned to her room after a school break and found plaster debris and paint chips covering her bed and personal belongings, consistent with scraping or disturbance of damaged building materials without containment or protection of her property.

485. After continued symptoms and lack of transparency from Lipscomb, the Maurer family pursued their own independent environmental testing.

486. Independent laboratory analysis associated with Room 470 documented elevated indoor mold levels compared to outdoor control samples, the indoor overall mold source assessment reported moderate likelihood of indoor mold sources.

487. Despite these findings, Lipscomb rejected the independent results as "unapproved" and asserted it would rely only on testing conducted by consultants retained by the University.

488. Lipscomb personnel attributed Maurers' Independent mold professional's findings to "housekeeping" and skin cells, despite documented water intrusion, building deterioration, and alteration of conditions prior to testing.

489. As a result of prolonged exposure to unsafe environmental conditions across multiple Lipscomb residence halls, JoHannah suffered physical illness, cognitive impairment,

emotional distress, and academic disruption.

490. JoHannah's symptoms interfered directly with her ability to complete animation coursework, which requires sustained focus, visual processing, and fine motor concentration.

491. Aaron and Lori Maurer (JoHannah's parents) experienced significant emotional distress from being required to leave their daughter in university-controlled housing while receiving inconsistent, delayed, disregarded and incomplete information about her safety.

492. The Maurers were placed in an untenable position: either allow their daughter to remain in housing they reasonably believed was unsafe, incur additional housing costs contrary to university policy, or disrupt her education and chosen academic program.

493. As a direct and proximate result of Defendants' negligence, gross negligence, and reckless disregard for student safety, JoHannah Maurer suffered physical illness, emotional distress, academic disruption, and loss of the safe use of her assigned living spaces.

494. As a direct and proximate result of the Defendants' conduct, Aaron and Lori Mauer have suffered serious mental and emotional injury, loss of consortium, and financial losses, forced to support their daughter because of the University's negligence, gross negligence, and disregard for student safety.

#### **G. The Burgess Family (Elam and Johnson Hall)**

495. Plaintiff Sydney Burgess ("Sydney") is a student at Lipscomb University. Sydney transferred to Lipscomb for the 2024–2025 academic year and resided in University-owned housing during her enrollment. She is currently still a student.



**Sydney Burgess**

496. Prior to enrolling at Lipscomb University, Sydney was a healthy, active young adult. She did not experience frequent illness, chronic respiratory symptoms, persistent fatigue, recurrent headaches, or menstrual irregularities.

497. Sydney maintained a health-conscious lifestyle prior to and during her enrollment at Lipscomb, including adherence to a gluten-free and dairy-free diet, use of organic foods when available, avoidance of excessive sugar and seed oils, and exclusive use of “clean” personal care and household products.

498. At all relevant times, Lipscomb University owned, operated, maintained, and controlled the residence halls in which Sydney lived, including Elam Hall and Johnson Hall, and exercised exclusive control over maintenance, inspection, ventilation, and environmental safety within those buildings.

499. In August 2024, Lipscomb University assigned Sydney to Elam Hall, Room 217, a University-owned residence hall.

500. Prior to moving, Lipscomb represented Elam Hall as appropriate and safe student housing and made no disclosure of known or ongoing moisture intrusion, condensation, window

failure, or mold-related issues within the building.

501. Shortly after moving, Sydney and her roommate observed abnormal conditions in their dormitory room, including excessive condensation on the interior window surfaces, pooling water on the windowsill, and persistent dampness.

502. By October 2024, the window in Elam Room 217 exhibited severe condensation and visible dark growth on and within the window assembly. Water repeatedly pooled on the interior windowsill, soaking nearby bedding and requiring daily cleanup.

503. Sydney and her roommate submitted multiple maintenance requests beginning on or about October 18, 2024, reporting that the window was leaking, that condensation was severe, that water was pooling daily, and that black mold was visible on the window.

504. Despite these reports, Lipscomb maintenance personnel failed to perform any meaningful inspection, repair, or remediation.

505. In response to a December 3, 2024, maintenance request specifically reporting “severe condensation,” “severe pooling of water,” and “black mold on window,” Lipscomb staff responded, “We can’t do anything for condensation.”

506. Maintenance personnel advised Sydney and her roommate to open the window and door to “air out” the room, even during cold weather, despite the obvious impracticality and health risks of doing so.

507. Lipscomb did not seal or replace the defective window, did not address the source of moisture intrusion, did not perform mold remediation, and did not warn Sydney of potential health risks associated with chronic moisture and mold exposure.

508. Sydney and her roommate also escalated their concerns to the Elam Hall Residence Hall Director via text message on December 4, 2024, expressly stating that they were worried

about their health due to water pooling and mold. That message went unanswered.

509. Throughout the Fall 2024 semester, Sydney began experiencing new and worsening physical symptoms, including recurrent sore throat, nasal congestion, persistent cough, frequent illness lasting longer than normal, fatigue, inflamed acne, eczema flare-ups, and irregular menstrual cycles.

510. Sydney initially attributed these symptoms to stress, weather changes, or routine illness and did not suspect mold exposure, particularly given Lipscomb's repeated assurances and failure to identify any environmental hazards in the dorm.

511. At no time did Lipscomb inform Sydney that the conditions in Elam Hall were unsafe or associated with mold growth, nor did it advise her to seek medical evaluation for environmental exposure.

512. In addition to her residence in Elam Hall, Sydney regularly attended classes and rehearsals in the Black Box Theatre through Fall 2025, a Lipscomb-controlled academic space.

513. Upon information and belief, throughout 2025 academic year, the Black Box Theatre experienced significant moisture intrusion, HVAC failures, and environmental contamination, ultimately requiring extensive remediation.

514. Lipscomb failed to notify Sydney in a timely manner about the nature, extent, or health implications of the environmental conditions in the Black Box Theatre, despite her repeated presence in that space.

515. Lipscomb later acknowledged that remediation in the Black Box Theatre included HEPA vacuuming, air scrubbing, replacement of HVAC units and ductwork, replacement of warped flooring, and roof work, confirming the presence of serious moisture-related damage.

516. Sydney and other affected students were not provided with environmental testing

results, remediation reports, or post-remediation clearance documentation prior to or during her exposure.

517. For the subsequent academic year (2025/2026), Lipscomb reassigned Sydney to Johnson Hall, another University-owned residence hall.

518. Beginning in Fall 2025, Sydney and other Johnson Hall residents repeatedly smelled natural gas-like odors in the hallways near her room.

519. The gas odors occurred on multiple occasions, typically in the evening, and were strong enough to cause concern and physical symptoms, including new-onset headaches that Sydney had not previously experienced.

520. Sydney reported the gas odors to her Resident Assistant. The issue was not meaningfully resolved.

521. Sydney's mother, Michele Burgess, escalated the issue to Lipscomb administration and campus security.

522. Upon information and belief, The Nashville Fire Department and gas utility personnel were reportedly contacted, yet Lipscomb repeatedly minimized the issue as "normal venting."

523. Lipscomb administrators acknowledged frequent gas odor complaints in Johnson Hall but failed to investigate, provide transparent findings, inspection reports, or assurances of safety.

524. Lipscomb further failed to provide advance notice when maintenance personnel entered women's dormitory spaces, including unannounced entries into student rooms, contrary to reasonable expectations of privacy and safety.

525. Following prolonged exposure to unsafe environmental conditions across multiple

Lipscomb-controlled buildings, Sydney's health deteriorated further in 2025 requiring medical treatment.

526. At no time prior to these events did Lipscomb disclose the full extent of known moisture intrusion, mold remediation history, or gas-related hazards that would have allowed Sydney to better understand the cause of her symptoms and seek appropriate treatment.

527. Plaintiffs Anthony and Michele Burgess are Sydney's parents.

528. The Burgesses entrusted Lipscomb University with their daughter's health and safety, reasonably expecting the University to provide safe, habitable housing and transparent communication regarding environmental hazards.

529. Instead, they were forced to repeatedly advocate for their daughter, document conditions, escalate complaints to senior administrators, and investigate safety concerns themselves while watching Sydney's health decline.

530. Anthony and Michele Burgess suffered emotional distress, financial loss related to medical care and mitigation efforts, and the trauma of witnessing preventable harm to their daughter over two years.

531. As a direct and proximate result of Defendants' negligence, gross negligence, and reckless disregard for student safety, Sydney Burgess suffered physical illness, respiratory and dermatologic injury, hormonal disruption, neurological symptoms, emotional distress, and loss of the safe use of university housing.

532. As a direct and proximate result of the Defendants' conduct, Michelle Burgess has suffered serious mental and emotional injury, loss of consortium, and financial losses, forced to support her daughter because of the University's negligence, gross negligence, and disregard for student safety.

#### **H. The Sprinkel Family (Elam and Fanning)**

533. Plaintiff Samantha Sprinkel is a student at Lipscomb University and began enrollment as a freshman in the Fall 2023 semester. She is currently a junior.



534. Plaintiffs Robert Sprinkel and Kelli Sprinkel are Samantha's parents. They reside in Tennessee and financially supported Samantha's education, housing, and living expenses while she attended Lipscomb University.

535. Prior to enrolling at Lipscomb University, Samantha was a healthy, active young woman with no history of chronic respiratory illness, persistent fatigue, eczema, menstrual irregularities, or immune-related conditions. Her physical, emotional, and mental health were stable prior to her residence in University-owned housing.

536. Samantha chose Lipscomb University after touring the campus and was influenced by the University's representations regarding the quality of its facilities, student housing, and overall student experience.

537. For her freshman year, Lipscomb University assigned Samantha to Elam Hall, a University-owned, operated, and controlled residence hall designated for first-year female



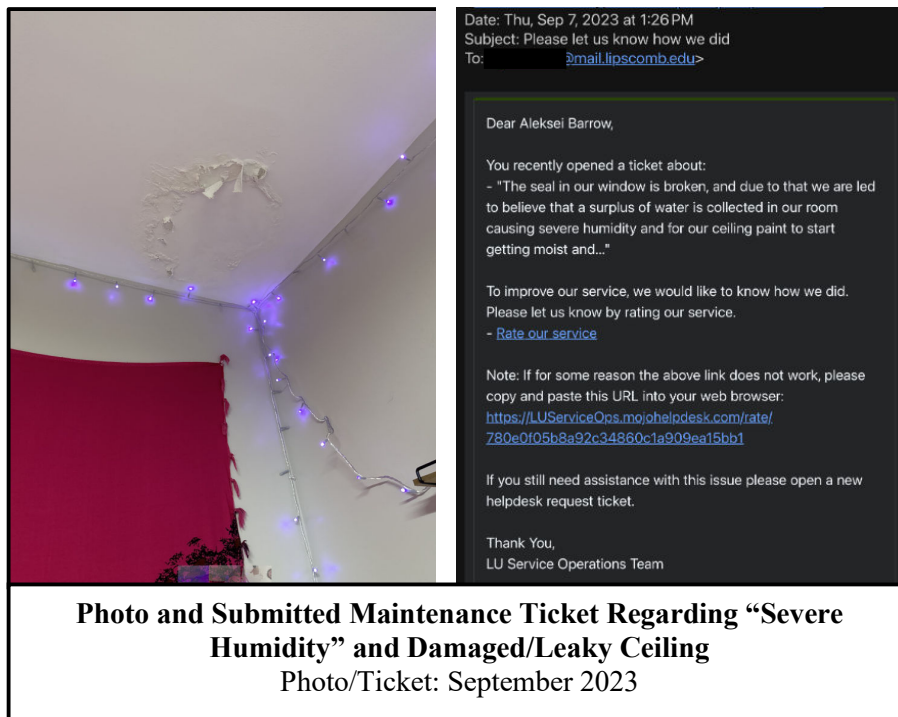
students.

538. Samantha's initial assignment was Elam Hall, Room 338.

539. Almost immediately upon moving into Room 338 in August 2023, Samantha, her parents and her roommate noticed abnormal indoor conditions, including excessive humidity, stagnant air, and a persistent damp feeling.

540. Within approximately two weeks of move-in, Samantha's roommate experienced active water leakage from the ceiling, with water dripping directly onto her bed and, at times, onto her head while sleeping. The ceiling showed visible damage consistent with moisture intrusion.

541. Samantha and her roommate submitted multiple maintenance requests reporting the leaking ceiling, broken window seal, severe humidity, and moisture accumulation.



542. In response, Lipscomb maintenance personnel repeatedly minimized the complaints, instructing the students that the issues were due to “humidity,” “AC settings,” or improper window use, and advised them simply to open windows or adjust the thermostat rather

than investigating the underlying cause.

543. Only after approximately four to five maintenance requests and persistent student complaints did Lipscomb maintenance personnel meaningfully inspect the room.

544. At that point, roughly six weeks after moving in, Lipscomb acknowledged that the conditions warranted relocation.

545. Samantha and her roommate were then moved to a different room on the first floor of Elam Hall (exact room number presently unknown).

546. While the second Elam room was marginally better, it still exhibited noticeable humidity, stuffy air, and abnormal warmth, conditions that Samantha and her parents recognized as inconsistent with safe student housing.

547. Samantha's father, Robert Sprinkel, personally observed the excessive humidity and discomfort during move-in and questioned whether the HVAC system was functioning properly.

548. During her freshman year in Elam Hall, Samantha began experiencing persistent fatigue and a chronic cough that lingered for months at a time. She also became sick more frequently than she had at any prior point in her life.

549. At the time, Samantha attributed these symptoms to the stress and adjustment of freshman year.

550. For her sophomore year, Lipscomb University assigned Samantha to Fanning Hall, Room 1031, where she resided with the same roommate.

551. Unlike Elam Hall, Samantha did not initially observe visible defects or obvious mold in her Fanning Hall room.

552. However, during the Fall 2024 semester, Samantha's health significantly

deteriorated, with symptoms far more severe than those she experienced in Elam Hall. These included but aren't limited to:

- a. Severe and unrelenting fatigue, despite excessive sleep;
- b. A chronic cough;
- c. Worsening skin irritation and eczema;
- d. Eye swelling; and
- e. Menstrual cycle disruption, including loss of her cycle for multiple months.

553. Samantha's parents observed a marked decline in her health and functioning and became increasingly concerned as her symptoms persisted and worsened.

554. Samantha sought medical care from primary care providers, allergists, and urgent care facilities in an attempt to determine the cause of her symptoms. Despite testing, no clear explanation was initially identified.

555. At no point during this period did Lipscomb University warn Samantha or her parents that Elam or Fanning Hall have known mold, moisture, or ventilation problems.

556. In Spring 2025, Samantha had the opportunity to study abroad in Vienna, Austria.

557. During that time, many of her symptoms improved, including significant resolution of her cough and normalization of her menstrual cycle.

558. Samantha returned to Fanning Hall in Fall 2025 and was again assigned to Room 1031.

559. Shortly after her return, Samantha's symptoms returned with greater severity than ever before, particularly extreme fatigue that she described as the worst of her life.

560. In September 2025, Lipscomb University abruptly required Samantha and other Fanning Hall residents to vacate the building due to mold remediation.

561. Lipscomb represented to students that the displacement would last approximately one week, instructed them to take only essential items and valuables, and affirmatively stated that personal belongings could remain in the rooms and would be covered and protected.

562. Based on these representations, Samantha did not remove or secure all her personal belongings as she reasonably anticipated only being displaced for one week.

563. Contrary to Lipscomb's assurances, remediation personnel entered Samantha's dorm room and handled, packed, inventoried, and removed her personal belongings without her consent or prior notice.

564. Samantha later discovered that her belongings had been rummaged through, including items removed from purses and private containers, and that multiple items were missing or damaged.

565. Samantha was displaced for approximately three to four weeks, during which time the anticipated return date repeatedly changed, causing academic disruption, stress, and logistical hardship.

566. When Samantha returned to Fanning Hall after remediation, her fatigue, cough, and skin irritation persisted.

567. Subsequent testing by mold and environmental experts revealed that environmental issues remained despite Lipscomb's assurances that the building had been fully remediated.

568. Robert and Kelli Sprinkel witnessed their daughter's prolonged illness, uncertainty, and distress over multiple academic years without transparent explanations from Lipscomb University.

569. They made repeated attempts to communicate with university administrators following the Fanning Hall evacuation but received dismissive or perfunctory responses that failed

to address their concerns.

570. Robert Sprinkel characterized Lipscomb University's administrative responses as "public relations" responses, stating that they were intended to placate students and parents rather than provide honest, transparent information demonstrating that Lipscomb University or its contractors were taking student health and safety seriously.

571. The Sprinkels experienced significant emotional distress, anxiety, and anger from learning that Samantha had been housed in unsafe conditions for extended periods and that the University had known, or should have known, about those conditions long before students were displaced.

572. As a direct and proximate result of the Defendants' acts and omissions, Samantha Sprinkel suffered physical illness, emotional distress, academic disruption, invasion of privacy, and loss of safe use of her assigned housing.

573. As a direct and proximate result of the Defendants' conduct, Robert and Kelli Sprinkel have suffered serious mental and emotional injury, loss of consortium, and financial losses, forced to support their daughter because of the University's negligence, gross negligence, and disregard for student safety.

#### **I. The Dahler Family (Elam)**

574. Plaintiff, Brooke Catherine Dahler, was a freshman student at Lipscomb University during the 2024–2025 academic year. She resided in Lipscomb-owned, Lipscomb-operated, and Lipscomb-controlled student housing as part of the University's mandatory on-campus housing program.

575. Brooke resided in Elam Hall, Room 217, from approximately August 2024 through May 1, 2025, when she moved out of the dormitory. She shared that room with fellow Plaintiff Sydney Burgess, whose experiences in Elam Hall, including chronic condensation, mold growth

on windows, and repeated maintenance complaints, are described in detail elsewhere in this Complaint.

576. Prior to enrolling at Lipscomb University, Brooke was a healthy, active young adult and did not suffer from chronic respiratory illness, persistent migraines, severe sleep disruption, or the constellation of symptoms she later experienced while residing in Elam Hall.

577. Immediately upon moving into Elam Hall, Room 217, Brooke observed visible mold growth within the dormitory room. The mold was primarily present on and around the windows, where excessive condensation was visible. Brooke observed that the white caulking around the windows progressively turned black, consistent with ongoing mold growth associated with moisture intrusion and chronic condensation, conditions also documented by her roommate Sydney Burgess during the same period.

578. The mold and condensation conditions in Room 217 were not isolated or temporary. Rather, the visible mold growth persisted and worsened over time while Brooke continued to reside in the room, despite repeated complaints to university personnel.

579. Shortly after moving into Elam Hall, Brooke began experiencing respiratory symptoms, including chronic coughing, congestion, and constant sneezing. These symptoms developed immediately after exposure to the dormitory environment and were not present prior to her residence in Elam Hall.

580. As the academic year progressed and Brooke remained in the mold-affected dormitory, her symptoms worsened and expanded, including the onset of severe migraines, difficulty sleeping, and frequent nighttime awakenings. Brooke also began experiencing urinary symptoms, including the need to use the bathroom repeatedly throughout the night, further disrupting her sleep and daily functioning.

581. Brooke further experienced hormonal disruption, including changes in her menstrual cycle, which she had not previously experienced. By the latter portion of the academic year, Brooke was frequently ill, fatigued, and experiencing symptoms that significantly interfered with her ability to rest, function normally, and enjoy her college experience.

582. Brooke and her roommate reported the mold and condensation conditions in Elam Hall, Room 217, to multiple University representatives. Brooke first reported the conditions to her Resident Assistant, Annie Elliott, who assisted in submitting maintenance requests. Brooke and her roommate also escalated their concerns to the Residence Director, Anne Marie, through detailed text messages and emails describing the visible mold, condensation, and deterioration around the windows.

583. In addition, Brooke and her family communicated with university administration, including through a lengthy email chain with Jonathan Williams of the Presidential Suite, seeking meaningful intervention and remediation. These communications mirrored similar reports and complaints made by other Elam Hall residents, including Sydney Burgess, regarding persistent condensation, mold growth, and the failure of maintenance efforts to correct underlying conditions.

584. In response to these reports, at least three University representatives or contractors inspected the room. Despite these inspections and repeated complaints, no meaningful remediation occurred, and the underlying mold and moisture conditions were not corrected.

585. The Lipscomb University Maintenance Department later emailed Brooke, stating that there were “no issues” with the room and specifically asserting that there were no issues with the HVAC system, despite the continued visible mold growth, chronic condensation, and Brooke’s ongoing health symptoms, conditions consistent with those reported by her roommate and other Elam Hall residents.

586. At no point did Lipscomb University provide Brooke with comprehensive environmental testing results, offer relocation to safe housing, or warn her of the potential health risks associated with continued exposure to mold and moisture in Elam Hall.

587. As with other students residing in Elam Hall, Brooke's concerns were minimized or dismissed, and she was required to continue residing in the affected dormitory for the remainder of the academic year, despite visible mold and worsening health symptoms.

588. After moving out of Elam Hall on May 1, 2025, Brooke experienced a noticeable improvement in many of her symptoms. She reported improved sleep and a significant reduction in the frequency of illness, supporting the conclusion that her symptoms were linked to the dormitory environment.

589. However, after learning of the extent and seriousness of the environmental hazards present in Elam Hall, including information revealed through the experiences of other affected students, Brooke sought medical evaluation for possible environmental exposure. She is currently undergoing testing and treatment and has since been diagnosed with Polycystic Ovary Syndrome (PCOS). Brooke continues to receive medical care related to the health effects she experienced during her residence in Elam Hall.

590. As a result of her exposure to unsafe living conditions in Lipscomb University housing, Brooke suffered physical illness, hormonal disruption, sleep deprivation, migraines, respiratory symptoms, emotional distress, and the loss of the safe use of her assigned dormitory room.

591. Brooke's parents, Karen Fortier Dahler and Mark Edward Dahler, entrusted Lipscomb University with their daughter's health and safety, reasonably expecting that the University would provide safe, habitable housing and would respond appropriately to reports of



visible mold and student illness.

592. Instead, Karen and Mark Dahler were forced to witness their daughter become increasingly ill while University officials failed to take meaningful action, denied the existence of environmental hazards, and required Brooke to remain in housing that posed a risk to her health.

593. As a direct and proximate result of Defendants' negligence, gross negligence, and reckless disregard for student safety, Brooke Dahler suffered physical injury, emotional distress, medical expenses, and lasting health consequences.

594. As a direct and proximate result of the Defendants' conduct, Karen Dahler has suffered serious mental and emotional injury, loss of consortium, and financial losses, forced to support their daughter because of the University's negligence, gross negligence, and disregard for student safety.

### **CAUSES OF ACTION**

#### **A. Negligence – Lipscomb University**

595. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if fully set forth herein.

596. This is an action for personal injury, emotional distress, and personal property damage arising out of Lipscomb University's negligent ownership, operation, maintenance, inspection, testing, remediation, and management of university-owned residence halls and other campus facilities, including but not limited to Elam Hall, Fanning Hall, Johnson Hall, and related academic spaces.

597. At all relevant times, Lipscomb University owned, operated, managed, and controlled the residence halls in which Plaintiffs were required to live and exercised exclusive authority over building maintenance, HVAC systems, ventilation, moisture control, environmental testing, remediation decisions, and disclosures to students and parents.

598. Lipscomb University owed Plaintiffs a duty to exercise reasonable care under the circumstances to provide safe, habitable student housing, free from unreasonable risks of harm, including risks posed by water intrusion, excessive moisture, mold growth, inadequate ventilation, elevated carbon dioxide levels, and gas-related hazards.

599. Lipscomb University negligently breached that duty by, among other things, failing to maintain, inspect, repair, and remediate its residence halls and failing to ensure adequate ventilation and moisture control within student living spaces.

600. Lipscomb University knew or should have known, through years of student complaints, maintenance requests, parental communications, internal testing, and prior remediation efforts, that its residence halls suffered from chronic moisture intrusion, condensation, ventilation failures, elevated CO<sub>2</sub> levels, and conditions conducive to mold growth.

601. Despite this knowledge, Lipscomb University negligently failed to take timely and reasonable steps to correct the underlying building defects, prevent continued exposure, or remove students from hazardous living environments.

602. Lipscomb University further breached its duty of care by failing to warn students and parents of known or suspected environmental hazards, including mold contamination, inadequate ventilation, elevated carbon dioxide levels, and gas-related risks, while continuing to require students to reside in affected buildings.

603. Lipscomb University negligently minimized, concealed, or misrepresented the nature and severity of environmental hazards in its residence halls, thereby preventing Plaintiffs from making informed decisions about their health and safety.

604. Lipscomb University negligently allowed and/or directed remediation and maintenance activities to occur without proper containment, without baseline environmental

testing, and without adequate safeguards to prevent the spread of contaminants or destruction of evidence.

605. Lipscomb University further breached its duty by altering conditions, cleaning, scraping, caulking, or otherwise disturbing mold-impacted or water-damaged materials prior to meaningful environmental testing, thereby increasing exposure risks and impairing Plaintiffs' ability to understand the scope of contamination.

606. Among the duties breached by Lipscomb University are the following:

- a. The duty to act as a reasonably prudent university under the same or similar circumstances;
- b. The duty to provide safe and habitable student housing;
- c. The duty to properly inspect, maintain, and repair residence halls and HVAC systems;
- d. The duty to control moisture, prevent water intrusion, and ensure adequate ventilation;
- e. The duty to warn students and parents of known or reasonably foreseeable environmental hazards;
- f. The duty to respond reasonably and timely to complaints of unsafe conditions;
- g. The duty to supervise, direct, and control remediation and environmental work performed on its behalf;
- h. The duty to adopt and enforce reasonable environmental health and safety policies;  
and
- i. The duty to protect students from foreseeable risks of physical injury and illness.

607. Lipscomb University knew or should have known that failure to adequately

maintain and remediate water intrusion, moisture, ventilation, and gas-related issues would lead to mold growth, contaminated indoor air, and foreseeable harm to student occupants.

608. As a direct, proximate, and foreseeable result of Lipscomb University's negligence, Plaintiffs suffered physical injury, toxic exposure, emotional distress, disruption of education, loss of use of housing, contamination and loss of personal property, medical expenses, and other economic and non-economic damages.

**B. Negligence – Remediation & Environmental Professionals**

**(WSP USA, Inc., Frost Environmental Services, First Onsite Co., and XYZ Corporation/Company 1-5)**

609. In the alternative to Plaintiffs' claims that Lipscomb University is directly and vicariously liable for the acts and omissions of its agents, and to the extent any remediation or environmental professional is found not to be an agent or under the retained control of Lipscomb University, Defendants WSP USA, Inc., Frost Environmental Services, FIRST ONSITE, and XYZ Corporation/Company 1–5 (collectively, the "Remediation Defendants") were retained, authorized, or permitted by Lipscomb University to perform environmental consulting, testing, inspection, remediation, remediation oversight, air sampling, post-remediation verification, and/or related services in University-owned residence halls and campus facilities.

610. XYZ Corporation/Company 1–5 are presently unknown entities or individuals who may have participated in, supervised, directed, advised upon, or performed environmental testing, remediation, containment, cleaning, demolition, HVAC work, or related services at Lipscomb University facilities, whose true names and capacities will be substituted when and if discovered.

611. To the extent any Remediation Defendant is found to have acted outside the scope of agency or retained control by Lipscomb University, each such Remediation Defendant owed Plaintiffs an independent duty to exercise reasonable care under the circumstances.

612. That duty included, but was not limited to, compliance with applicable industry standards, environmental health guidelines, professional protocols, and accepted practices governing environmental testing, containment, remediation, and verification.

613. The Remediation Defendants breached their duties by, among other things:

- a. Failing to require, conduct, preserve, or disclose adequate pre-remediation baseline environmental testing.
- b. Performing or overseeing remediation without proper containment or isolation of contaminated areas;
- c. Allowing the disturbance and spread of mold spores, microbial fragments, particulates, or other contaminants;
- d. Failing to protect student occupants and their personal property during remediation activities;
- e. Issuing limited, incomplete, misleading, or non-representative environmental reports or certifications;
- f. Failing to properly remediate the residence halls in a manner sufficient to eliminate hazardous environmental conditions and to ensure that student living spaces were safe for re-occupancy before permitting or directing students to return to their dormitory rooms; and
- g. Failing to identify or address underlying sources of moisture, ventilation failure, or building defects.

614. The Remediation Defendants knew or should have known that performing environmental work without proper containment, baseline testing, and transparency would foreseeably expose student occupants to continued or increased environmental hazards.

615. In the alternative, and to the extent Lipscomb University is not found vicariously liable for the conduct of the Remediation Defendants, the negligent acts and omissions of the Remediation Defendants were a direct, proximate, and foreseeable cause of Plaintiffs' injuries and damages.

616. As a direct and proximate result of the negligence of the Remediation Defendants, the Plaintiffs have and continue to physical injury, toxic exposure, emotional distress, medical expenses, loss of use of housing, contamination and loss of personal property, academic disruption, and other economic and non-economic damages.

### **C. Premises Liability**

617. Plaintiffs reassert and incorporate by reference all foregoing factual allegations as though fully set forth herein.

618. At all relevant times, Plaintiffs were students at Lipscomb University and had the lawful right to use and enjoy their assigned dormitory rooms and common areas in university-owned residence halls, including but not limited to Elam Hall, Fanning Hall, and Johnson Hall.

619. Lipscomb University mandated that first-year and returning students reside in on-campus housing and unilaterally assigned Plaintiffs to specific dormitory rooms within university-owned and University-controlled residence halls.

620. Lipscomb University, as owner, operator, and landlord of on-campus student housing, owed Plaintiffs a duty to exercise ordinary and reasonable care to maintain the premises in a safe condition and to protect student-tenants from unreasonable risks of harm.

621. That duty included the obligation to reasonably inspect, maintain, repair, remediate, and warn of unsafe conditions within dormitory rooms, common areas, building systems, and appurtenant facilities under the University's exclusive control.

622. Lipscomb University breached its duties as a premises owner and landlord by

failing to maintain its residence halls in a reasonably safe condition and by allowing hazardous conditions to exist, including but not limited to water intrusion, chronic moisture, excessive humidity, mold contamination, inadequate ventilation, elevated carbon dioxide levels, and gas-related hazards.

623. Among the duties breached by Lipscomb University are the following:
- a. The duty to act as a reasonably prudent premises owner and landlord under the same or similar circumstances;
  - b. The duty to provide safe and habitable student housing;
  - c. The duty to inspect dormitories and building systems to ensure occupant safety;
  - d. The duty to properly maintain and repair residence halls and HVAC systems;
  - e. The duty to remediate unsafe conditions, including water intrusion, moisture accumulation, mold growth, and ventilation failures;
  - f. The duty to warn student-tenants of known or reasonably foreseeable dangerous conditions;
  - g. The duty to comply with applicable building codes, safety regulations, and industry standards;
  - h. The duty to supervise and ensure that agents and contractors performed maintenance and remediation in a safe and workmanlike manner;
  - i. The duty to establish and enforce reasonable policies and procedures intended to prevent injury to students; and
  - j. The duty to protect students' health and personal property from damage caused by unsafe premises conditions.

624. Lipscomb University knew, or in the exercise of reasonable care should have known, that its failure to adequately inspect, maintain, repair, and remediate its residence halls would lead to continued water intrusion, moisture accumulation, poor indoor air quality, and dangerous environmental contamination.

625. Lipscomb University further knew, or should have known, that water intrusion and chronic moisture conditions create an environment conducive to microbial growth, including mold, and that inadequate ventilation and elevated carbon dioxide levels pose independent risks to occupant health and safety.

626. The unsafe conditions within Lipscomb's residence halls existed for extended periods of time prior to and during Plaintiffs' occupancy and were not isolated, transient, or unforeseeable conditions.

627. At the time Plaintiffs took possession of their assigned dormitory rooms, Lipscomb University either created the unsafe conditions, had actual knowledge of the unsafe conditions, or had constructive knowledge of the unsafe conditions for a sufficient period of time that, in the exercise of ordinary care, it should have discovered, corrected, or adequately warned of those conditions.

628. Lipscomb University failed to disclose material facts regarding the existence, severity, and duration of unsafe environmental conditions and, in some instances, minimized, concealed, or mischaracterized those conditions, inhibiting Plaintiffs' ability to discover the cause of their injuries.

629. By failing to properly inspect, maintain, repair, remediate, or warn of unsafe conditions in its residence halls, Lipscomb University unreasonably interfered with Plaintiffs' right to use and enjoy their assigned living spaces and common areas.



630. Lipscomb University, as owner and landlord of the residence halls, failed to inform student-tenants of dangerous conditions on the premises and is responsible for damages suffered by Plaintiffs who were lawfully residing in their dormitory rooms and using common areas.

631. As a direct, proximate, and foreseeable result of Lipscomb University's premises liability, Plaintiffs suffered physical injury, toxic exposure, illness, emotional distress, disruption of education, loss of use of housing, contamination and loss of personal property, medical expenses, and other economic and non-economic damages.

632. Plaintiffs have suffered and will continue to suffer adverse health consequences as a result of exposure to hazardous environmental conditions on Lipscomb University's premises, including contamination of indoor air, surfaces, and personal property, causing injury to their respiratory, neurological, immune, endocrine, and other bodily systems.

#### **D. Negligent Hiring, Supervision, and Training**

633. Plaintiffs reassert and incorporate by reference all foregoing factual allegations as though fully set forth herein.

634. At all relevant times, Lipscomb University owed Plaintiffs a duty to exercise reasonable care in the hiring, retention, supervision, and training of its employees, agents, and contractors who were responsible for inspecting, maintaining, testing, remediating, cleaning, repairing, and managing University-owned residence halls and related facilities.

635. Lipscomb University further owed Plaintiffs a duty to hire, retain, and supervise competent and qualified environmental professionals, remediation contractors, maintenance personnel, and consultants, including those tasked with addressing water intrusion, mold contamination, ventilation failures, elevated carbon dioxide levels, and other environmental hazards in student housing.

636. At all relevant times, Lipscomb University maintained an employer-employee,

principal-agent, and/or retained-control relationship with individuals and entities who performed inspection, maintenance, remediation, environmental testing, and related work in university residence halls.

637. Lipscomb University breached its duties by, among other things, negligently hiring, retaining, supervising, and/or training employees, agents, and contractors who lacked the competence, qualifications, experience, or oversight necessary to safely perform environmental inspection and remediation work in occupied student housing.

638. Among the duties breached by Lipscomb University are the following:

- a. The duty to use ordinary care in determining whether prospective employees, agents, or contractors were competent, qualified, and suitable to perform environmental inspection, remediation, and maintenance work in student residences;
- b. The duty to use ordinary care in supervising employees, agents, and contractors performing such work;
- c. The duty to use ordinary care in providing adequate training to employees and agents regarding environmental hazards, student safety, and proper response protocols;
- d. The duty to ensure that employees and agents understood and followed applicable environmental health standards, remediation protocols, and safety procedures; and
- e. The duty to monitor, review, and correct unsafe practices by employees, agents, and contractors once risks to student safety became known or reasonably foreseeable.

639. Lipscomb University knew or should have known that failure to properly hire, train, and supervise personnel responsible for environmental health, maintenance, and remediation in student housing created a foreseeable risk of physical injury, illness, and property damage to student occupants.

640. Despite notice of unsafe conditions and student illness, Lipscomb University failed to take reasonable steps to correct deficiencies in training, supervision, or oversight of those responsible for addressing environmental hazards in its residence halls.

641. Lipscomb University's failure to exercise reasonable care in hiring, supervising, and training its employees, agents, and contractors constituted negligence.

642. As a direct and proximate result of Lipscomb University's negligent hiring, supervision, and training, Plaintiffs suffered physical injury, toxic exposure, emotional distress, loss of use of housing, academic disruption, medical expenses, property damage, and other economic and non-economic damages.

#### **E. Gross Negligence, Willful and Wanton Conduct**

643. Plaintiffs reassert and incorporate by reference all foregoing factual allegations as though fully set forth herein.

644. In addition to ordinary negligence, Defendants' acts and omissions constitute gross negligence and willful and wanton misconduct, demonstrating a conscious indifference to, and reckless disregard for, the health, safety, and welfare of student residents.

645. Lipscomb University demonstrated gross negligence by knowingly permitting students to reside in university-owned residence halls with documented water intrusion, chronic moisture, mold contamination, inadequate ventilation, elevated carbon dioxide levels, and gas-related hazards, while failing to timely remediate those conditions or remove students from harm.

646. Despite years of complaints, repeated reports of student illness, internal testing

documenting dangerously elevated CO<sub>2</sub> levels, and third-party findings confirming mold and environmental contamination, Lipscomb University made a conscious decision to continue housing students in affected dormitories without adequate warning or disclosure.

647. Lipscomb University further demonstrated willful and wanton conduct by minimizing, mischaracterizing, or concealing the nature and severity of environmental hazards, restricting access to testing results, discouraging or rejecting independent testing, and altering conditions before meaningful environmental assessment could occur.

648. Lipscomb University knowingly allowed students, including medically vulnerable students, to return to dormitory rooms after purported remediation without ensuring that hazardous conditions had been eliminated or that the spaces were safe for re-occupancy.

649. The Remediation Defendants, including WSP USA, Inc., Frost Environmental Services, FIRST ONSITE, and XYZ Corporation/Company 1–5, demonstrated gross negligence and reckless disregard for student safety by performing, overseeing, or certifying remediation and environmental work without proper containment, without baseline testing, and without ensuring that hazardous conditions had been fully corrected.

650. The Remediation Defendants further demonstrated willful and wanton conduct by issuing limited, incomplete, or misleading reports and assurances of safety while knowing, or consciously disregarding, that such representations could expose students to continued or worsened environmental hazards.

651. Each Defendant knew, or should have known, that water intrusion, mold contamination, inadequate ventilation, elevated carbon dioxide levels, and gas-related conditions pose serious and foreseeable risks of physical injury and illness yet consciously chose not to take reasonable measures to prevent harm.

652. The Defendants' conduct was not the result of mere inadvertence, mistake, or simple negligence, but instead reflected deliberate decisions to prioritize convenience, cost, reputation, and operational continuity over student health and safety.

653. Each of the foregoing acts and omissions, whether taken individually or in combination, constituted gross negligence and willful and wanton misconduct and was a direct and proximate cause of the injuries and damages suffered by Plaintiffs.

654. As a direct and proximate result of Defendants' gross negligence and willful and wanton conduct, Plaintiffs suffered serious and debilitating physical injuries, toxic exposure, prolonged illness, emotional distress, academic disruption, loss of use of housing, contamination and loss of personal property, and incurred substantial past and future medical expenses.

655. Plaintiffs suffered further pain and suffering, mental anguish, loss of enjoyment of life, anxiety regarding long-term health consequences, and other non-economic damages as a result of Defendants' reckless disregard for student safety.

656. Because of Defendants' malicious, intentional, willful, wanton, and grossly negligent conduct, Plaintiffs are entitled to recover punitive damages in an amount sufficient to punish Defendants and to deter similar misconduct in the future.

#### **F. Negligent Infliction of Emotional Distress**

657. Plaintiffs reassert and incorporate by reference all foregoing factual allegations as though fully set forth herein.

658. Defendants owed Plaintiffs a duty to exercise reasonable care to provide safe, habitable, and healthy student housing; to reasonably inspect, maintain, and remediate dangerous conditions; and to communicate truthfully and completely about environmental hazards known to, or reasonably discoverable by, Defendants.

659. Defendants breached these duties by, among other things, allowing students to

reside in University-owned dormitories that Defendants knew or should have known were affected by water intrusion, chronic moisture, mold contamination, inadequate ventilation, elevated carbon dioxide levels, and gas-related hazards; by failing to timely and properly remediate those conditions; by failing to warn students and parents of known dangers; by conducting remediation without proper safeguards; and by minimizing, dismissing, or concealing the seriousness of the hazards when concerns were raised.

660. As a direct and proximate result of Defendants' negligence, Plaintiffs suffered serious emotional injury.

661. Student Plaintiffs endured significant emotional distress, including fear, anxiety, panic, humiliation, frustration, grief, and despair, as they experienced unexplained illnesses, physical decline, academic disruption, social isolation, and uncertainty about their long-term health while being required to live in unsafe housing under Defendants' control.

662. Parent Plaintiffs contemporaneously witnessed, saw, heard, and experienced the events causing injury through in-person observation and through real-time telephone calls, video communications, emails, and messages, as they observed their children's physical deterioration, emotional suffering, academic struggles, and loss of independence.

663. Parent Plaintiffs reasonably feared for the health, safety, and future well-being of their children, including concerns about long-term respiratory, neurological, immune, reproductive, and cognitive harm, and suffered serious mental anguish because of Defendants' conduct.

664. Defendants' negligence foreseeably placed Plaintiffs in a position of helplessness and moral distress, forcing parents to choose between leaving their children in housing they reasonably believed to be unsafe, disrupting their education, or incurring substantial financial and

emotional burdens to protect them.

665. In addition to emotional suffering, Plaintiffs incurred financial losses associated with the emotional injury, including costs for medical care, counseling, therapy, environmental testing, relocation, travel, loss of consortium, and lost income from time away from work to care for their children.

666. The emotional injuries suffered by Plaintiffs are serious and medically significant as evidenced by medical treatment, prescriptions, documented stress responses, physical manifestations of emotional distress, and the surrounding circumstances of prolonged exposure to unsafe housing and Defendants' failure to act.

667. Defendants' conduct was a substantial factor in causing Plaintiffs' emotional injuries, and those injuries were a direct, proximate, and foreseeable result of Defendants' negligence.

#### **G. Intentional Infliction of Emotional Distress**

668. Plaintiffs reassert and incorporate by reference all foregoing factual allegations as though fully set forth herein.

669. Defendants' conduct toward Plaintiffs was intentional or reckless, extreme, and outrageous, and went far beyond mere negligence or bureaucratic indifference.

670. With knowledge of widespread and persistent unsafe housing conditions, including water intrusion, mold contamination, inadequate ventilation, elevated carbon dioxide levels, and gas-related hazards, Defendants nonetheless required students to live in university-owned dormitories, denied or delayed reasonable requests for relief, and continued to represent that the housing was safe.

671. Defendants intentionally or recklessly failed to properly inspect, maintain, repair, and remediate affected dormitories, while simultaneously restricting access to information,

discouraging or rejecting independent testing, altering conditions before meaningful assessment, and misrepresenting or minimizing the true nature and severity of the hazards.

672. Defendants dismissed repeated pleas for help from students and parents, blamed students for conditions beyond their control, instructed students to change their behavior rather than correcting known building defects, and forced students to choose between remaining in unsafe housing or disrupting their education.

673. Defendants knew or should have known that their conduct would cause severe emotional distress, fear, and trauma to students and parents, particularly where students were young, medically vulnerable, living away from home for the first time, and entirely dependent on Defendants for safe housing and truthful information.

674. Defendants' conduct exceeded all bounds of decency tolerated in a civilized society and demonstrated a willful and reckless disregard for Plaintiffs' emotional well-being, dignity, and sense of personal security.

675. As a direct and proximate result of Defendants' intentional or reckless and outrageous conduct, Plaintiffs suffered severe emotional distress, including anguish, despair, fear for their health and futures, humiliation, trauma, and loss of trust, resulting in disruption to their education, family stability, and daily functioning.

676. The emotional injuries suffered by Plaintiffs are serious, medically significant, and objectively verifiable, as evidenced by medical treatment, prescriptions, stress responses, and physical manifestations of emotional distress and when required under Tennessee law, to be established by expert medical and/or scientific proof.

#### **H. Private Nuisance**

677. Plaintiffs reassert and incorporate by reference all foregoing factual allegations as though fully set forth herein.



678. At all relevant times, Plaintiffs had the lawful right to inhabit, use, and enjoy their assigned dormitory rooms and common areas in university-owned residence halls, including but not limited to Elam Hall, Fanning Hall, and Johnson Hall.

679. Defendants, through their negligent, grossly negligent, reckless, and/or intentional conduct, created, permitted, and maintained unsafe and unhealthy conditions within Plaintiffs' dormitory living spaces that substantially and unreasonably interfered with Plaintiffs' use and enjoyment of the property.

680. Those conditions included, but were not limited to, chronic water intrusion, excessive moisture and humidity, mold contamination, inadequate ventilation, elevated carbon dioxide levels, gas-related hazards, and the circulation of contaminated indoor air within student living spaces and common areas.

681. The hazardous conditions caused unreasonable discomfort, annoyance, illness, emotional distress, fear, and disruption to Plaintiffs while they attempted to reside in and use their assigned dormitory rooms as intended.

682. As a result of Defendants' conduct, Plaintiffs suffered private nuisance injuries, including but not limited to physical illness, emotional distress, anxiety regarding personal safety, loss of quiet enjoyment, loss of use of living space, and interference with sleep, study, and daily living activities.

683. Defendants knew, or in the exercise of reasonable care should have known, that failing to properly inspect, maintain, identify, remediate, and repair water intrusion, moisture damage, ventilation failures, mold contamination, and gas-related hazards would create unsafe conditions that invaded Plaintiffs' interests in the use and enjoyment of their living spaces.

684. Despite this knowledge, Defendants allowed the nuisance conditions to persist over

extended periods of time, required students to continue residing in affected dormitories, and failed to take reasonable steps to abate the nuisance.

685. The nuisance conditions were not isolated, trivial, or temporary inconveniences, but were ongoing, recurring, and substantial interferences that rendered Plaintiffs' dormitory rooms unfit for safe and normal residential use.

686. By their acts and omissions, Defendants intentionally, recklessly, or negligently caused and maintained conditions that constituted a private nuisance and interfered with Plaintiffs' rights to inhabit, use, and enjoy their dormitory rooms.

687. As a direct and proximate result of Defendants' creation and maintenance of a private nuisance, Plaintiffs suffered physical injury, illness, emotional distress, loss of use of housing, contamination and loss of personal property, academic disruption, and other economic and non-economic damages.

### **I. Invasion of Privacy**

688. Plaintiffs reassert and incorporate by reference all foregoing factual allegations as though fully set forth herein.

689. At all relevant times, Plaintiffs were lawful occupants of assigned dormitory rooms in university-owned residence halls and had a reasonable expectation of privacy in their living spaces and personal effects.

690. Lipscomb University exercised exclusive control over access to student dormitory rooms, including the scheduling, authorization, and supervision of maintenance personnel and third-party remediation contractors.

691. Defendants owe Plaintiffs a duty to respect their privacy interests and to refrain from intentional or reckless intrusion into Plaintiffs' private living spaces and personal belongings without notice, consent, or lawful justification.

692. Defendants breached this duty by authorizing, permitting, or failing to prevent maintenance personnel and remediation contractors from entering occupied female dormitory rooms without advance notice, without the presence or consent of the student occupants, and outside of true emergency circumstances, all matters that could have been avoided had Lipscomb University been transparent with Plaintiffs and adequately communicated the nature and scope of maintenance and remediation activities.

693. In multiple instances, maintenance personnel entered female students' dormitory rooms without warning, leaving physical signs of entry such as disturbed property, moved items, damaged fixtures, or notes left behind, causing students to discover that strangers had entered their private living spaces while they were absent.

694. In addition, as a purported response to ongoing ventilation failures and elevated carbon dioxide levels, Lipscomb University instructed or advised certain female students that their only option to improve indoor air quality was to leave their dormitory room doors open.

695. By instructing students to leave their doors open as a substitute for correcting known ventilation defects, Lipscomb effectively deprived students of privacy in their own living spaces and exposed them to unregulated access by maintenance personnel, remediation contractors, and other third parties.

696. This directive forced students to choose between breathing unsafe air in enclosed rooms or sacrificing their privacy, security, and seclusion by keeping their doors open, rendering their dormitory rooms functionally open to observation, intrusion, and entry.

697. At no time prior to remediation did Defendants adequately inform students or parents that remediation personnel would physically handle, catalogue, or remove personal belongings, nor did Defendants obtain consent for such actions.

698. Defendants affirmatively represented to students and parents that personal belongings could remain in dormitory rooms during remediation and would be protected in place, creating a reasonable expectation that belongings would not be disturbed or handled by third parties.

699. Contrary to those representations, remediation personnel acting with Defendants' authorization entered Plaintiffs' rooms and handled students' private property without notice, supervision, or consent.

700. The handling of Plaintiffs' personal belongings without notice, and the forced exposure of private dormitory rooms through instructions to leave doors open constituted an intentional intrusion upon Plaintiffs' seclusion, solitude, and private affairs.

701. Such intrusions would be highly offensive to a reasonable person, particularly given that the affected dormitories housed young female students, many of whom were living away from home for the first time and reasonably relied on Defendants to safeguard their privacy and personal security.

702. Defendants knew or should have known that permitting unannounced entry into female dormitory rooms, authorizing third parties to handle students' personal belongings, and instructing students to leave their doors open as a substitute for proper ventilation would cause fear, humiliation, anxiety, and emotional harm.

703. As a direct and proximate result of Defendants' invasion of privacy, Plaintiffs suffered emotional distress, loss of sense of safety, humiliation, anxiety, and disruption to their daily lives.

704. Defendants' conduct was intentional, reckless, or carried out with conscious disregard for Plaintiffs' privacy rights and personal dignity.

705. Plaintiffs are entitled to recover compensatory damages for emotional distress and related harms caused by Defendants' invasion of privacy.

706. Because Defendants' conduct was willful, wanton, reckless, or malicious, Plaintiffs are further entitled to recover punitive damages to punish Defendants and deter similar misconduct in the future.

**J. Violation of the Tennessee Consumer Protection Act**

707. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if fully set forth herein.

708. Pursuant to Tenn. Code Ann. § 47-18-109, Plaintiffs seek damages for Lipscomb University's violations of the Tennessee Consumer Protection Act ("TCPA"), Tenn. Code Ann. § 47-18-101 et seq. Lipscomb University engaged in unfair and deceptive acts and practices in the conduct of trade or commerce, including but not limited to the following:

709. Representing that University-owned dormitories and campus housing were safe, sanitary, properly maintained, and fit for student habitation when, in fact, Lipscomb University knew or should have known that dormitories including Elam Hall, Fanning Hall, and Johnson Hall were affected by water intrusion, chronic moisture, mold contamination, inadequate ventilation, elevated carbon dioxide levels, and gas-related hazards, in violation of Tenn. Code Ann. § 47-18-104(b)(7), by misrepresenting that goods or services were of a particular standard, quality, or grade when they were of another.

710. Failing to disclose material facts and omitting critical information necessary to prevent Plaintiffs from being misled, including but not limited to:

- a. omitting or withholding environmental testing data and reports;
- b. failing to disclose the scope and duration of known mold, moisture, ventilation, and air-quality problems in student housing;

- c. selectively disclosing only limited or summary testing results while withholding underlying data;
- d. altering or disturbing conditions prior to testing;
- e. mischaracterizing visible mold or contamination as “condensation,” “mildew,” “dirt,” or routine maintenance issues;
- f. failing to disclose known ventilation deficiencies and elevated carbon dioxide readings;
- g. failing to disclose ongoing gas odor complaints and related safety concerns; and
- h. representing that remediation had resolved hazards and that dormitories were safe for re-occupancy when they were not,

thereby misleading Plaintiffs into believing they or their children would be provided safe, habitable campus housing, in violation of Tenn. Code Ann. § 47-18-104(b)(5), by representing that goods or services had characteristics, uses, or benefits that they did not have.

711. Lipscomb University’s representations and omissions were material and were made in connection with the marketing, provision, and sale of educational services, including mandatory on-campus housing, for which Plaintiffs paid tuition, room, board, and related fees.

712. Plaintiffs reasonably relied on Lipscomb University’s representations, omissions, and partial disclosures when enrolling, remaining enrolled, and residing in university-owned housing, and when allowing their children to live in dormitories controlled exclusively by the University.

713. As a direct and proximate result of Lipscomb University’s unfair and deceptive acts and practices, Plaintiffs sustained ascertainable losses, including but not limited to:

- a. Tuition, room, board, and housing fees paid for unsafe and uninhabitable dormitory housing;

- b. Medical expenses for diagnosis, treatment, counseling, and monitoring related to environmental exposure and illness;
- c. Costs of environmental testing, remediation attempts, and mitigation;
- d. Relocation expenses, temporary housing costs, travel expenses, and lost income from time away from work to care for affected students;
- e. Loss of use and enjoyment of housing;
- f. Academic disruption, delayed educational progress, and loss of educational opportunities; and
- g. Loss of the safe and healthy college experience that Lipscomb University represented would provide.

714. Lipscomb University's unfair and deceptive acts and practices were willful and knowing violations of the Tennessee Consumer Protection Act.

715. As a result of Lipscomb University's willful and knowing violations of the TCPA, Plaintiffs are entitled to recover treble damages, together with reasonable attorney's fees, costs, and all other relief permitted by law pursuant to Tenn. Code Ann. § 47-18-109.

#### **K. Punitive Damages**

716. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if fully set forth herein.

717. At all times relevant, Lipscomb University owned, controlled, operated, and maintained the student housing facilities in which Plaintiffs resided and, by university policy, required students to live in university-owned housing as a condition of enrollment.

718. Lipscomb University knew, or in the exercise of reasonable care should have known, of dangerous and unsafe housing conditions in its dormitories, including but not limited to water intrusion, chronic moisture, mold contamination, inadequate ventilation, elevated carbon

dioxide levels, and gas-related hazards.

719. Despite this knowledge, Defendants acted with wanton and reckless disregard for the health and safety of students, including Plaintiffs, by engaging in the following conduct:

- a. Failing to adequately inspect, maintain, remediate, or repair known hazardous conditions in university-owned residence halls;
- b. Concealing, minimizing, or mischaracterizing the dangers associated with those conditions, including but not limited to withholding or limiting environmental testing data, discouraging or rejecting independent testing, altering environmental conditions prior to testing, conducting pre-testing cleaning of HVAC components, selectively disclosing summary results while withholding underlying data, mischaracterizing mold and contamination as routine “condensation,” “mildew,” or maintenance issues, and declaring dormitories safe for habitation when they were not; and
- c. Forcing students, including Plaintiffs, to remain in unsafe housing or to return to dormitory rooms after purported remediation as a condition of enrollment, despite knowledge of continued hazards and student illness.
- d. Defendants’ conduct demonstrated a conscious indifference to the foreseeable and serious risk of harm to Plaintiffs and other students, rising above mere negligence and constituting wanton, reckless, and grossly indifferent misconduct.

720. As a direct and proximate result of Defendants’ actions and omissions, Plaintiffs suffered the injuries and damages previously described herein.

721. Pursuant to Tenn. Code Ann. § 29-39-104, Plaintiffs specifically request an award



of punitive damages against Defendants to punish such wrongful conduct and to deter similar conduct in the future.

### DAMAGES

722. Plaintiffs seek to recover monetary relief in excess of \$14,500,000.00 but may ask the jury for a lesser amount at trial.

723. Plaintiffs will be entitled to Judgment against the defendant for the actual and special damages suffered by the Plaintiffs as a result of the Defendants' misconduct, in an amount within the jurisdictional limits of this Court, including:

- a. Past and future physical pain, suffering and mental anguish;
- b. Past and future physical impairment;
- c. Past and future loss of enjoyment and quality of life;
- d. Past and future medical expenses;
- e. Past and future care expenses;
- f. Lost wages;
- g. Future lost wages;
- h. Inconvenience;
- i. Moving expenses;
- j. Room and board costs for an uninhabitable dormitory room and/or alternative living expenses;
- k. Monies expended to ascertain the extent of mold growth in the dorm;
- l. Loss of personal property due to microbial contamination;
- m. Fear and trauma;
- n. Damages recoverable under the Tennessee Consumer Protection Act, to include treble damages and attorneys' fees;
- o. As the actions of the Defendant as detailed throughout this Complaint, constitute

the destruction, alteration, and concealment of material mold testing records and evidence for the purpose of evading liability in this case, Plaintiffs allege the limitations in Tenn. Code Ann. §29-39-102(a)-(e) do not apply, and consequently plaintiffs anticipate seeking noneconomic damages in excess of those limitations pursuant to Tenn. Code Ann. §29-39-102(h)(2).

p. A judgment for punitive damages against Defendants for intentional, reckless, and fraudulent conduct in the amount of two times compensatory damages or \$500,000, whichever is higher. As the actions of the Defendant constitute the destruction, alteration, and concealment of material mold testing records and evidence, Plaintiffs assert the limitations in Tenn. Code Ann. §29-39-104(a)(5) do not apply, and consequently Plaintiffs anticipate seeking punitive damages in excess of those limitations pursuant to Tenn. Code Ann. §29-39-104(a)(7);

q. Attorney's fees, filing fees, costs, expenses, and all other discretionary costs, including expert fees incurred in the pursuit of this action;

r. Attorney's fees through trial, with further contingent awards in the event of any appeals;

s. Prejudgment and post-judgment interest as provided by law, at the maximum legal rate; and

t. For such other, further, and general relief as this Court may deem just and appropriate under the circumstances.

### **JURY DEMAND**

724. Plaintiffs request a jury of twelve (12) people be empaneled to try this cause.

### **PRAYER**

725. Plaintiffs pray that the Defendants be cited to appear and answer herein, and that upon final hearing of the cause, judgment be entered for the Plaintiffs against Defendants for damages in an amount within the jurisdictional limits of the Court, together with pre-judgment

interest at the maximum rate allowed by law, post-judgment interest at the legal rate, court costs, and such other and further relief to which the Plaintiffs may be entitled at law or in equity.

Dated: January 7, 2026

**Respectfully submitted,**

**DAVIS & DAVIS,**

**/s/ Andy Peters Davis**

**Andy Peters Davis, #24836**

**Attorneys for the Plaintiffs**

**705 Dinah Shore Blvd.**

**Winchester, TN 37398**

**Andy@SouthernInjuryLaw.com**

**(931) 967-7000**

**GRIFFITH LAW, P.L.L.C.**

**/s/ Joshua Cantrell**

**Joshua Cantrell, # 037483**

**Jonathan L. Griffith, #19405**

**Attorneys for the Plaintiffs**

**114 Cool Springs Boulevard**

**Franklin, TN 37067**

**Josh@GriffithInjuryLaw.com**

**(615) 807-7900**