

all of the semester using these reasonable accommodations, the law school suddenly rejected the accommodations as categorically “unreasonable,” and it refused to offer any alternatives. Mx. Hawk repeatedly complained that the law school’s conduct, in rescinding those reasonable accommodations, was disability discrimination and pleaded to the school’s deans and other administrators that the law school honor the accommodations it had already granted. The school refused to do so. Rather, less than a week after Mx. Hawk’s most recent complaint of discrimination, and on the eve of the last day of classes, the law school forcibly withdrew Mx. Hawk from classes and prevented them from taking final exams. As a result, the law school delayed Mx. Hawk’s ability to graduate and take the bar exam, placing their entire legal career in jeopardy. Defendant’s actions constitute disability discrimination and retaliation under the D.C. Human Rights Act, D.C. Code § 2-1401.01 *et seq.*

PARTIES

2. Plaintiff Loreal Hawk is an adult resident of the District of Columbia who attended the University of the District of Columbia David A. Clarke School of Law from 2020 through 2023. Mx. Hawk is nonbinary and uses they/them pronouns.

3. Defendant, the Board of Trustees of the University of the District of Columbia, is the corporate body responsible for governing the University of the District of Columbia (“UDC”), a public land-grant university located in Washington, D.C. The UDC David A. Clarke School of Law is the law school of UDC. UDC is an “educational institution” within the meaning of D.C. Code § 2-1401.02(8). Defendant has the power to “[s]ue and be sued” on behalf of UDC. D.C. Code § 38-1202.01(a)(3).

JURISDICTION AND VENUE

4. This Court has jurisdiction pursuant to D.C. Code §§ 11-921 and 2-1403.16.

5. Venue lies with this Court because most or all of the acts complained of herein occurred in the District of Columbia.

6. On May 12, 2023, Mx. Hawk filed an initial complaint with the D.C. Office of Human Rights against Defendant. On October 6, 2023, Mx. Hawk amended the complaint to allege claims of discrimination on the basis of disability and retaliation, in violation of the District of Columbia Human Rights Act.

7. The D.C. Office of Human Rights administratively dismissed Mx. Hawk's complaint without prejudice on August 4, 2025.

FACTS GIVING RISE TO RELIEF

8. In August 2020, Mx. Hawk began attending UDC as a full-time law student with an expected graduation date of May 2023.

9. As a Black, first-generation law student with previous experience in public interest legal work, Mx. Hawk chose to attend UDC due to its status as an historically Black university and the law school's focus on public interest law. UDC awarded Mx. Hawk a renewable merit scholarship covering 75% of the tuition for the first year of law school.

10. During the Fall 2020 and Spring 2021 semesters, UDC operated on a mandatory virtual platform due to the COVID-19 pandemic. Consequently, Mx. Hawk and all other UDC students completed their entire first year of law school remotely.

11. In February 2022, Mx. Hawk was diagnosed with ovarian cysts. This condition can cause debilitating pain, rendering Mx. Hawk unable to sit up or walk at times. Stress exacerbates the pain associated with this condition. The onset of the pain is oftentimes sudden and unexpected.

12. At the start of the Spring 2023 semester, Mx. Hawk was on track to graduate in May. They were enrolled in four courses (Legal and Bar Success Foundations, Federal Courts,

Conflict of Laws, Remedies), an independent study, and an externship, totaling eighteen credits. Mx. Hawk needed to earn all eighteen credits to graduate.

UDC grants Mx. Hawk reasonable disability accommodations for the Spring 2023 semester.

13. On January 3, 2023, the first day of classes for the spring semester, Mx. Hawk experienced a stress-related resurgence of debilitating pain caused by their medical condition. Mx. Hawk went to urgent care, where a medical provider referred them to a specialist and provided a note stating that Mx. Hawk should not return to school until January 9, 2023. Mx. Hawk emailed the doctor's note to Associate Dean of Students Erica Smith and requested to be excused from class until January 9, 2023.

14. As Associate Dean of Students, Associate Dean Smith was responsible for, among other things, overseeing programming and services related to student retention and wellness, including implementing accommodations for students with disabilities.

15. On January 4, 2023, Interim Dean of the UDC David A. Clarke School of Law Twinette Johnson granted Mx. Hawk a brief emergency safety accommodation for reasons not relevant here. Dean Johnson authorized Mx. Hawk to be excused from physically attending classes through January 13, 2023. Associate Dean Smith instructed Mx. Hawk's professors to give Mx. Hawk access to all class recordings during that time and to not penalize Mx. Hawk for physical absences.

16. As Interim Dean of the UDC David A. Clarke School of Law, Dean Johnson was responsible for, among other things, promoting student support and well-being.

17. UDC records law school classes and provides those recordings to students for a variety of reasons, including to those granted access as an accommodation for disabilities.

18. In lieu of attending classes in person, Mx. Hawk watched recordings of each class from January 3 through 13, 2023, and otherwise participated as required.

19. On January 13, 2023, Mx. Hawk submitted a written accommodation request to UDC's Accessibility Resource Center ("ARC"), which is responsible for providing students with disabilities equal access to all UDC programs. Mx. Hawk's request sought "access to class recordings in lieu of physical attendance when my condition flares and/or until my condition is under control under the care of my physician." Mx. Hawk submitted a doctor's note to support this request, which also stated that Mx. Hawk could not return to class until January 20, 2023. Mx. Hawk also provided a second note from another medical provider confirming the diagnosis of ovarian cysts.

20. Associate Dean Smith served as the law school's liaison to ARC and was responsible for implementing any reasonable accommodations that ARC approved.

21. On January 19, 2023, Associate Dean Smith sent an email to Mx. Hawk's professors stating: "Please note that Loreal Hawk's access to class recordings should be extended through January 20th. In addition, Loreal should not be penalized for her [sic] absence during this time."

22. On January 20, 2023, Mx. Hawk discussed the accommodations request with ARC Rehabilitation Counselor Clayton McLaughlin, who stated that Mx. Hawk would not be penalized for absences while in UDC's "ARC accommodations process."

23. On January 23, 2023, Mx. Hawk sent an email to Associate Dean Smith, copying Counselor McLaughlin, in further support of the accommodations request. Mx. Hawk wrote that a medical specialist advised Mx. Hawk to further refrain from attending class in person until January 30, and attached supporting documentation. Mx. Hawk also recounted Counselor

McLaughlin’s assurance that Mx. Hawk would not be penalized for absences while in the “ARC accommodations process.”

24. Later that day, Associate Dean Smith wrote back to Mx. Hawk and included Dean Johnson on the email, stating: “Given the complexity of your situation, I am deferring to Dean Johnson regarding your attendance. . . . I will request continued access to class recordings for you until January 30th.”

25. Dean Johnson never responded.

26. On January 23, 2023, Counselor McLaughlin issued a letter stating that Mx. Hawk was entitled to reasonable accommodations for the Spring 2023 term. Specifically, the letter stated that “per recommendation from her [sic] physician student will need to miss class,” with an instruction that professors “provide any mitigating relief that would allow for missed time from school.” The letter noted that Mx. Hawk “will miss class up until 01/30/23,” with an instruction to “allow student access to Recordings.” Thus, when Mx. Hawk experienced painful symptoms from their disability, UDC’s accommodations authorized Mx. Hawk to participate in classes by watching recordings in lieu of attending in-person.

27. According to UDC’s ARC Student Handbook, “ARC collaborates with faculty to ensure that students with disabilities receive the accommodations.” For law students, the accommodations recommended by ARC are communicated to faculty through the Office of the Associate Dean of Students, which also is responsible for issuing letters to those students’ professors outlining the necessary academic accommodations.

28. Associate Dean Smith was responsible for informing Mx. Hawk’s professors regarding the accommodations granted by ARC.

29. While receiving medical treatment in January, Mx. Hawk was diagnosed with a fibroid. This condition, along with Mx. Hawk's diagnosis of ovarian cysts, causes debilitating pain that can occur unexpectedly.

30. On January 30, 2023, Mx. Hawk emailed Counselor McLaughlin a doctor's note that described the updated medical diagnosis, stated that Mx. Hawk "suffers from debilitating pain that can be sudden and onset," which "can worsen with stress," and recommended that Mx. Hawk "be allowed to stay home from school and work when these symptoms occur." Mx. Hawk requested that Counselor McLaughlin update the January 23 letter to reflect the doctor's updated recommendation that Mx. Hawk "stay home at least until 2/13/2023," which was the date of their next scheduled doctor's appointment.

31. On January 30, 2023, Counselor McLaughlin issued an updated accommodations letter regarding Mx. Hawk's reasonable accommodations for the Spring 2023 term (hereinafter "accommodations letter") that was identical to the letter issued on January 23, stating that Mx. Hawk "will need to miss class" and instructing professors to provide any mitigating relief to allow for Mx. Hawk's missed time from school. It further provided notice that Mx. Hawk "will miss class up until 02/13/23."

32. After receiving the accommodations letter on January 30, Mx. Hawk telephoned Counselor McLaughlin to discuss the accommodations.

33. During the call, Counselor McLaughlin stated that Mx. Hawk did not need to do anything further to utilize the accommodations granted by UDC, that the accommodations letter applied for the entire semester, and that Mx. Hawk did not need to take any further action after February 13, 2023, to utilize the accommodations.

34. On February 2, 2023, Mx. Hawk received an email from Associate Dean Smith with the subject “Spring 2023 Academic Accommodations.” In the email, Associate Dean Smith confirmed that she had “received [Mx. Hawk’s] Spring 2023 Accommodation Letter from the Accessibility Resource Center (ARC),” and it provided guidance on how Mx. Hawk should utilize their accommodations throughout the semester. Associate Dean Smith added: “[I]f you encounter any challenges related to receiving accommodations, please let me know as soon as possible so that I can ensure that you are receiving the accommodations that you are entitled to receive.”

35. From January through March 2023, Mx. Hawk was unable to physically attend class due to the debilitating pain associated with their medical conditions. During that time, Mx. Hawk utilized the accommodations granted by UDC to participate in classes: UDC provided Mx. Hawk with recordings for all four classes, all of which Mx. Hawk watched, typically within one day of the corresponding class session. Mx. Hawk also routinely met virtually or corresponded with most of their professors regarding class content. While managing a painful medical condition, Mx. Hawk submitted graded assignments and delivered a graded presentation remotely.

36. UDC continued to grant Mx. Hawk access to class recordings after February 13, 2023.

37. On March 17, 2023, Mx. Hawk added Counselor McLaughlin to an email chain with their Federal Courts professor and Acting Associate Dean of Academic Affairs Christine Jones discussing Mx. Hawk’s attendance and class participation. In the email chain, Mx. Hawk’s professor noted that Mx. Hawk had not been physically present for class all semester, and Mx. Hawk explained that they had been granted accommodations through ARC, were keeping up to date with the readings and class recordings, and had submitted a writing assignment for the class.

38. Neither Acting Associate Dean Jones nor Counselor McLaughlin responded to these emails.

39. As of March 17, 2023, both Acting Associate Dean Jones and Counselor McLaughlin were aware that Mx. Hawk was utilizing the accommodations granted by UDC, had not physically attended class sessions for at least one course since the start of the semester, and was otherwise keeping up to date with coursework.

UDC abruptly rescinds Mx. Hawk's reasonable accommodations and refuses to offer any alternative accommodations.

40. On March 22, 2023, Mx. Hawk sent an email to Associate Dean Smith and others, with a copy to Counselor McLaughlin, to request assistance with accommodations to take a Remedies exam scheduled during that day's class. Mx. Hawk requested to take the exam virtually or to reschedule it so that an accommodation for taking the exam could otherwise be coordinated. Mx. Hawk requested confirmation that UDC would not penalize Mx. Hawk "for these accommodations academically or otherwise."

41. Associate Dean Smith responded by email denying Mx. Hawk's requested accommodations, writing that Mx. Hawk's January 30, 2023, accommodations letter did not grant Mx. Hawk "any testing accommodations." Associate Dean Smith denied Mx. Hawk's requests to take the exam either virtually or at a later date, requiring that Mx. Hawk take the exam in person on March 22.

42. Due to the pain associated with their medical conditions, Mx. Hawk was not able to physically attend the Remedies class on March 22 in order to take the exam.

43. UDC did not offer Mx. Hawk any accommodation in order to take the March 22 Remedies exam.

44. Mx. Hawk replied to Associate Dean Smith that the January 30 letter made clear that Mx. Hawk would need to miss class, which necessarily included any exams scheduled during classes. Mx. Hawk wrote that they could not be physically in class because they were “disabled to [a] point where it becomes physically painful to sit up or even walk.” Mx. Hawk added that UDC’s decision to deny them accommodations for the Remedies exam was “illegal” and stated: “I am being discriminated against because of my disability.”

45. Counselor McLaughlin entered the conversation and wrote back that Mx. Hawk’s “accommodation was a temporary arrangement” that ended on February 13, 2023.

46. Counselor McLaughlin’s communication was the first time that anyone told Mx. Hawk that the accommodations were “temporary.”

47. Counselor McLaughlin’s characterization of Mx. Hawk’s accommodations as “temporary” was not true.

48. Counselor McLaughlin’s accommodations letters issued on January 23 and 30, 2023, and the email from Associate Dean Smith on February 2, 2023, all described Mx. Hawk’s accommodations as lasting for the entirety of the Spring 2023 semester.

49. Mx. Hawk wrote back that they understood the accommodations granted in the January 30 accommodations letter to apply for the entire semester because, as disclosed in the ARC application, Mx. Hawk’s “symptoms . . . are persistent and reoccurring.” Additionally, the supporting medical documentation requested that Mx. Hawk be allowed “to miss class when [their] symptoms occur.” Mx. Hawk offered to provide further medical documentation regarding the ongoing limitations resulting from their conditions to support the ongoing need for reasonable accommodations.

50. Counselor McLaughlin responded only to say:

[Y]our medical provider suggested you stay home when symptoms worsen. However, that is another conversation about providing medical documentation for missed days, which is a different accommodation. Nonetheless, your physician recommended that you stay home at least until 02/13/2023. That was the accommodation issued and agreed upon by all involved in the accommodation process. Please feel free to schedule an appointment to discuss [sic] the process of making changes to the current accommodation letter.

51. On March 23, 2023, Mx. Hawk sent Counselor McLaughlin an email with additional medical documentation to support and clarify the extent of the requested accommodations, including two notes from specialists recommending that Mx. Hawk continue to refrain from physically coming to campus for classes. The first note, an update from the doctor who provided the note that Mx. Hawk submitted on January 30, recommended that Mx. Hawk “be allowed to complete [their] classes from home as long as the symptoms are occurring.” The second note specifically explained that stress exacerbates Mx. Hawk’s medical conditions, and attending class in person would create additional stress. Thus, as summarized by Mx. Hawk in the email: “This means that it is not only difficult or altogether impossible for me to attend school physically because of my disability, but also that attendance at school physically may worsen the symptoms and advancement of my physiological disability.” Mx. Hawk requested that Counselor McLaughlin “contact [them] further with any questions.”

52. Counselor McLaughlin responded:

It is my understanding you did not attend school past the 02/13/2023 accommodation agreement. It is also my understanding you have not attended class this entire semester. In addition, you are requesting to be out the entire semester. Therefore, according to the Law school’s [sic] handbook and ARC policies, the request may be unreasonable. Please note you will receive an update email concerning this matter.

53. Counselor McLaughlin’s statements that Mx. Hawk had “not attended class this entire semester” and was “requesting to be out the entire semester” were false because they

disregarded Mx. Hawk's participation throughout the spring semester — by watching class recordings, submitting assignments, and corresponding with professors regarding class content — and Mx. Hawk's desire to finish the Spring 2023 semester and graduate on time.

54. The UDC Law School Student Handbook sets forth requirements regarding class attendance (hereinafter "Attendance Policy"). In relevant part, the Attendance Policy requires students to "attend[] at a minimum . . . 85% of regularly scheduled classes for each course" in which they are enrolled. Importantly, the Attendance Policy grants the Associate Dean of Students discretion to relieve a student of this requirement "[u]pon a showing of compelling hardship and in exceptional circumstances" or in "the case of an illness necessitating absence for more than four (4) consecutive sessions of a given course."

55. The Attendance Policy does not define "attend" or distinguish between attendance that is in-person, virtual, or through watching recordings.

56. Nothing in the Attendance Policy prohibited Mx. Hawk's requested accommodations.

57. Mx. Hawk replied to Counselor McLaughlin on March 23, 2023, that nothing in UDC's policies rendered the requested accommodations unreasonable. Mx. Hawk went on to quote from the American Bar Association Standards and Rules of Procedure for Approval of Law Schools (hereinafter "ABA Standards and Rules"), which explicitly accounts for remote participation, including the use of technology for asynchronous learning. Mx. Hawk stated that they consistently watched class recordings, met with most professors, and completed assignments. Mx. Hawk expressed hope that UDC would extend the accommodations and allow Mx. Hawk to complete their last semester of law school, only another four weeks of class, noting the

“devastating impacts on [their] financial, professional, and academic success” that would result otherwise.

58. As of March 2023, Standard 311(e) of the ABA Standards and Rules authorized law schools that do not offer a distance education program, such as UDC, to grant a student up to one-third of the student’s credits from distance education courses. The ABA Standards and Rules define a “distance education course” as a course “in which students are separated from faculty members for more than one-third of the instruction and the instruction involves the use of technology to support regular and substantive interaction between the students and all faculty members, either synchronously or asynchronously.” Moreover, Standard 306(c) authorized “[r]emote participation in a non-distance education course by a student as an accommodation provided under law (such as the Americans with Disabilities Act) or under exceptional circumstances.”

59. Nothing in the ABA Standards and Rules prohibited Mx. Hawk’s requested accommodations.

60. On March 24, 2023, Equal Justice Works (“EJW”) awarded Mx. Hawk a competitive and prestigious fellowship to work at the NAACP Legal Defense Fund starting in October 2023.

61. Mx. Hawk was the first UDC student since 2011 to receive an EJW Fellowship, and the first Black student from UDC to ever receive one.

In response to Mx. Hawk’s complaints of discrimination and pleas to restore reasonable accommodations, UDC withdraws them from classes and refuses to let them graduate on time.

62. On March 26, 2023, Mx. Hawk sent an email to then–UDC President Ronald Mason, each member of UDC’s Board of Trustees, and the executive secretary to the Board of Trustees concerning Mx. Hawk’s need for accommodations. In a letter attached to the email, Mx.

Hawk wrote that Associate Dean Smith and Counselor McLaughlin had “wrongfully rescinded” reasonable accommodations and that Mx. Hawk was “in dire need of a continuance and reinstatement of [the] accommodations” to finish the semester. Mx. Hawk asserted that they were entitled to accommodations under the Americans with Disabilities Act, and attached to the email communications with Counselor McLaughlin, Dean Johnson, and others regarding the requests for reasonable accommodations. Mx. Hawk also wrote that EJW had awarded them a fellowship, which made Mx. Hawk “the first Black student and first student in a decade from our institution to be offered this opportunity.” Mx. Hawk requested a meeting to discuss these issues and assistance in reinstating the accommodations.

63. No one responded to Mx. Hawk’s email.

64. On March 28, 2023, Counselor McLaughlin emailed Mx. Hawk that the requested accommodation to “not . . . attend [class] in person” was “unreasonable.” Counselor McLaughlin did not provide any reason for why he determined that the accommodations Mx. Hawk had utilized throughout the semester were unreasonable. Instead, Counselor McLaughlin quoted ABA Standard 308(a) and the UDC law school’s Attendance Policy, writing: “As you will see, this falls within the discretion of the associate Dean of students [sic] in terms of relieving the student of the attendance policy.” Counselor McLaughlin disregarded the fact that Mx. Hawk had participated in classes all semester by viewing the class recordings, as authorized by the accommodations ARC granted, and he recommended that Mx. Hawk consider taking a “Medical Withdraw or an Incomplete for the semester.”

65. Although Counselor McLaughlin quoted ABA Standard 308(a), entitled “Academic Standards,” it says only: “A law school shall adopt, publish, and adhere to sound

academic standards, including those for regular class attendance, good standing, academic integrity, graduation, and dismissal.”

66. Later that day, Mx. Hawk responded to Counselor McLaughlin, adding President Mason and each member of the Board of Trustees to the email. Mx. Hawk attached the March 26 letter to President Mason and the Board of Trustees, restated the requests from that letter, and asked for a response. Mx. Hawk requested a discussion to ensure they graduate on time and wrote: “There *must* be other options aside from rescission, denial, and withdrawal.”

67. No one responded to Mx. Hawk’s email.

68. Despite Mx. Hawk’s requests to discuss accommodations, UDC refused to engage in an interactive process to identify accommodations that would have enabled Mx. Hawk to complete the semester.

69. On March 31, 2023, Mx. Hawk emailed President Mason and Dean Johnson, with a copy to Counselor McLaughlin, to follow up on the request for a meeting regarding the accommodations. Mx. Hawk stated that they had “arranged alternative accommodations for the rest of the semester [with] almost all of [their] professors” and needed only “a formal designation of these accommodations.”

70. On April 3, 2023, Counselor McLaughlin wrote back: “Again after consideration, it was determined that the accommodation request you requested was not reasonable under the standards according to our law school policy.” Counselor McLaughlin also provided a link to the ARC’s grievance procedure, in the event that Mx. Hawk wanted to file a grievance based on the ARC’s decision.

71. UDC again refused to engage in an interactive process to identify alternative accommodations that would enable Mx. Hawk to complete the semester.

72. UDC's decision to rescind Mx. Hawk's accommodations caused Mx. Hawk stress and anxiety, which exacerbated the pain associated with their medical conditions.

73. On or about April 3, 2023, Mx. Hawk initiated the ARC's grievance procedure and requested informal resolution to have the accommodations honored for the rest of the semester.

74. Over the next few days, Mx. Hawk's professors informed Mx. Hawk that they could no longer honor Mx. Hawk's accommodations.

75. On April 4, 2023, Mx. Hawk's Legal and Bar Success Foundations professor emailed Mx. Hawk: "I have been informed by [Acting Associate] Dean Jones that you have not been excused from class attendance."

76. On April 5, 2023, Mx. Hawk's Conflict of Laws professor, in response to an email from Mx. Hawk requesting a meeting to discuss course content and review practice problems, wrote: "The Academic Dean has advised us that the University's Accessibility Resource Center (ARC) has found that you are not entitled to disability accommodations at this juncture."

77. On April 6, 2023, Mx. Hawk engaged in a mediation with UDC regarding its rescission of accommodations. Negotiations concluded on April 14, 2023, with UDC refusing to restore Mx. Hawk's accommodations and failing to offer or consider any alternative accommodations.

78. As of April 6, 2023, Mx. Hawk had watched all class recordings, was prepared to complete all necessary assignments, and was otherwise on track to graduate. Throughout the semester, several of Mx. Hawk's professors had cancelled class sessions or rescheduled classes to occur virtually, which Mx. Hawk had attended.

79. Due to Mx. Hawk’s medical conditions, Mx. Hawk was unable to attend classes in person from April 6, 2023, through April 14, 2023. During that time, Mx. Hawk watched class recordings.

80. Because UDC had rescinded all of the accommodations, Mx. Hawk attended class in person during the week of April 17, 2023, which was the last week of class.

81. Attending class in person exacerbated the pain and discomfort associated with Mx. Hawk’s medical conditions.

82. Just before 10:00 pm on April 20, 2023, Dean Johnson emailed Mx. Hawk “in reference to the March 28, 2023, email sent by Mr. Clayton Mclaughlin [sic].” Dean Johnson stated that by 6:00 pm the next day—the last day of classes for the spring semester—Mx. Hawk had to choose between a medical withdrawal or incomplete for the four substantive courses. If not, Dean Johnson would unilaterally “administratively withdraw” Mx. Hawk from all four courses. Dean Johnson copied Associate Dean Smith and Registrar Cassandra Bland on the email.

83. Shortly after receiving Dean Johnson’s email, Mx. Hawk responded that they had attended class in person since negotiations with UDC about accommodations had ended on April 14. Mx. Hawk explained that although in-person participation had been difficult, they were willing to take the final exams without accommodations and thus would not need to take a medical withdrawal.

84. The following afternoon, on the last day of classes for the spring semester, Dean Johnson responded “[t]o clarify” that Mx. Hawk “d[id] not have the option to take exams” because Mx. Hawk had “exceeded the allowed absences.” Dean Johnson stated that Mx. Hawk’s only options were to take a medical withdrawal or take an incomplete in each substantive course, and

she reiterated that she would administratively withdraw Mx. Hawk if Mx. Hawk did not choose one of those options by 6:00 pm that day.

85. Mx. Hawk responded asking that Dean Johnson waive the excess absences and allow them to sit for exams. Mx. Hawk explained that, for at least one class, they had attended the requisite eighty-five percent of class sessions because the professor had both cancelled multiple class sessions and held multiple class sessions remotely, and thus Mx. Hawk was not in violation of the Attendance Policy. As Mx. Hawk explained in a later email that day: “I have done the work,” and expressed concern about the last-minute nature of UDC’s decision to withdraw them from classes, which had “not . . . been discussed previously.” Mx. Hawk pleaded with Dean Johnson to use her discretion as authorized by the Attendance Policy to allow Mx. Hawk to complete the courses and graduate on time.

86. Dean Johnson wrote back that she “ha[d] used all of [her] discretion in this matter.” She concluded: “This will have to be my final communication on this matter.”

87. Mx. Hawk then directed a response to Associate Dean Smith, who had been copied on the email chain with Dean Johnson, asking Associate Dean Smith to use her discretion as authorized by the UDC Law School Student Handbook to excuse just enough of Mx. Hawk’s in-person absences to be in compliance with the Attendance Policy.

88. Associate Dean Smith’s only response was that she “defer[red] to Dean Johnson and her prior communications.”

89. UDC did not consider or have any intention of withdrawing Mx. Hawk from classes prior to Mx. Hawk engaging in discussions with UDC about reinstating accommodations for the remainder of the semester.

90. Disregarding Mx. Hawk's explanations and pleas, on April 21, 2023, UDC withdrew Mx. Hawk from all courses, except the independent study and externship. As a result, Mx. Hawk was not able to sit for Spring 2023 exams, graduate that semester, or take the July 2023 bar exam.

91. Between the time UDC decided to rescind Mx. Hawk's accommodations in March 2023 and April 21, 2023, UDC did not offer any alternative accommodations that would have allowed Mx. Hawk to complete classes and graduate on time.

92. Mx. Hawk's inability to graduate and participate in the commencement ceremony with their law school classmates caused them to feel embarrassed and ashamed.

93. Because Mx. Hawk's fellowship was scheduled to start in Fall 2023 and required Mx. Hawk to have completed all law school coursework, UDC's actions placed Mx. Hawk's EJW Fellowship in jeopardy.

94. EJW could not delay the start of Mx. Hawk's fellowship any later than January 2024, and UDC did not offer the courses that Mx. Hawk needed to graduate until the spring of 2024. Thus, Mx. Hawk was forced to take the required courses as a visiting student at another law school in the fall of 2023, at a cost that was almost quadruple what Mx. Hawk had to pay for the Spring 2023 semester at UDC. That law school provided Mx. Hawk the necessary remote accommodations, allowing Mx. Hawk to complete the required courses.

95. Mx. Hawk started the EJW Fellowship at the end of January 2024, approximately four months later than planned. Mx. Hawk lost out on approximately four months of income from the fellowship and now lags four months behind their peers in anticipated earnings and career promotion opportunities based on seniority as an attorney.

96. Because of UDC's actions, Mx. Hawk did not earn their law degree until January 2024, seven months after their anticipated graduation date.

97. Mx. Hawk was not eligible to sit for the bar exam until February 2024.

98. UDC's actions placed Mx. Hawk's legal career and earning capacity in jeopardy.

COUNT I
**Disability Discrimination in Violation of the
D.C. Human Rights Act, D.C. Code § 2-1402.41**

99. Plaintiff incorporates by reference each of the allegations contained in Paragraphs 1 to 98 of this Complaint as if set forth here in full.

100. Plaintiff has disabilities as defined by the D.C. Human Rights Act.

101. Defendant denied, restricted, and abridged Plaintiff's use of and access to Defendant's facilities, services, programs, and benefits based wholly or partially upon Plaintiff's disabilities when it rescinded Plaintiff's accommodations, failed to engage in an interactive process, failed to provide Plaintiff with reasonable accommodations, administratively withdrew Plaintiff from classes, barred Plaintiff from taking exams, and delayed Plaintiff's graduation from law school, in violation of the D.C. Human Rights Act, D.C. Code § 2-1402.41.

102. As a direct and proximate result of Defendant's discriminatory actions, Plaintiff suffered and continues to suffer lost educational opportunities and benefits, lost earnings and earning capacity, humiliation, embarrassment, shame, pain, suffering, anguish, indignity, loss of enjoyment of life, and physical pain and discomfort.

COUNT II
**Failure to Accommodate (Disability Discrimination) in Violation of the
D.C. Human Rights Act, D.C. Code § 2-1402.41**

103. Plaintiff incorporates by reference each of the allegations contained in Paragraphs 1 to 98 of this Complaint as if set forth here in full.

104. Plaintiff has disabilities as defined by the D.C. Human Rights Act.

105. Defendant had notice of Plaintiff's disabilities.

106. Defendant refused to engage in an interactive process regarding possible accommodations for Plaintiff's disabilities.

107. Had Defendant engaged in an interactive process, it would have identified one or more reasonable accommodations for Plaintiff's disabilities that would have enabled them to complete the Spring 2023 semester.

108. Defendant refused to accommodate Plaintiff's disabilities.

109. With or without a reasonable accommodation, Plaintiff was qualified to use and access Defendant's facilities, services, programs, and benefits.

110. Defendant denied, restricted, and abridged Plaintiff's use of and access to Defendant's facilities, services, programs, and benefits based wholly or partially upon Plaintiff's disability, in violation of the D.C. Human Rights Act, D.C. Code § 2-1402.41.

111. As a direct and proximate result of Defendant's discriminatory actions, Plaintiff suffered and continues to suffer lost educational opportunities and benefits, lost earnings and earning capacity, humiliation, embarrassment, shame, pain, suffering, anguish, indignity, loss of enjoyment of life, and physical pain and discomfort.

COUNT III
Retaliation in Violation of the
D.C. Human Rights Act, D.C. Code § 2-1402.61

112. Plaintiff incorporates by reference and re-alleges each of the allegations contained in Paragraphs 1 to 98 of this Complaint as if set out here in full.

113. Plaintiff engaged in protected activity when they requested reasonable accommodations, requested that Defendant continue to honor the accommodations that had been

granted, reported that Defendant's rescission of the accommodations constituted unlawful discrimination, filed complaints regarding Defendant's rescission of the accommodations, and engaged in an informal resolution process to seek restoration of the accommodations.

114. Defendant's decisions to administratively withdraw Plaintiff from classes, bar Plaintiff from sitting for exams, and delay Plaintiff's law school graduation were actions adverse to Plaintiff.

115. Defendant's President, law school Dean, law school Associate Dean of Students, ARC Counselor, and others were aware of Plaintiff's protected activity, and they informed, participated in, or made the decisions to administratively withdraw Plaintiff from classes, bar Plaintiff from sitting for exams, and delay Plaintiff's law school graduation.

116. Defendant retaliated against Plaintiff because Plaintiff engaged in protected activity when it administratively withdrew Plaintiff from classes, barred Plaintiff from sitting for exams, and delayed Plaintiff's law school graduation.

117. In so doing, Defendant coerced, threatened, and retaliated against Plaintiff for having exercised and enjoyed their rights under the D.C. Human Rights Act, in violation of D.C. Code § 2-1402.61.

118. As a direct and proximate cause of Defendant's retaliatory conduct, Plaintiff suffered and continues to suffer lost educational opportunities and benefits, lost earnings and earning capacity, humiliation, embarrassment, shame, pain, suffering, anguish, indignity, and loss of enjoyment of life.

PRAYER FOR RELIEF

WHEREFORE, the premises considered, Plaintiff respectfully prays that this Honorable Court:

1. Enter judgment in favor of Plaintiff Loreal Hawk and against Defendant Board of Trustees of the University of the District of Columbia on all counts contained herein;

2. Declare Defendant's conduct in violation of the D.C. Human Rights Act, D.C. Code § 2-1401.01 *et seq.*;

3. Award Plaintiff compensatory damages in an amount to be determined by a jury and all other damages available to them under the law, for lost educational opportunities and benefits, lost earnings and earning capacity, humiliation, embarrassment, shame, pain, suffering, anguish, indignity, loss of enjoyment of life, and physical pain and discomfort;

4. Award Plaintiff court costs, expenses, reasonable attorneys' fees, pre-judgment interest, and post-judgment interest; and

5. Grant such other relief as this Court deems just and proper.

Date: August 12, 2025

Respectfully submitted,

CORREIA & PUTH, PLLC

/s/ Andrew M. Adelman
Linda M. Correia (D.C. Bar No. 435027)
Andrew M. Adelman (D.C. Bar No. 1029165)
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* *Pro hac vice* motion forthcoming

JURY DEMAND

Plaintiff demands a trial by jury on all issues contained herein.

/s/ Andrew M. Adelman
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* *Pro hac vice* motion forthcoming

VERIFICATION

I, Loreal Hawk, declare under penalty of perjury that I have read the foregoing Complaint and that it is true to the best of my personal knowledge.

8/7/2025

Date



Plaintiff Loreal Hawk