

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, STATE OF ALABAMA

**KYNA MCCALL-PASTER, TERRY DAVIS, ROBERT)
GRIFFITH, LOGAN HADLEY, KEN HEITKAMP,)
MICHELLE JUHANSON, DAVID MAYER,)
CUR'TARA PETERSON, MADALYN)
RICHARDSON, JORIELLE SCOTT, AARON)
TRIPI, AND JEFFREY WRIGHT,)**

PLAINTIFFS

v.

Civil Action No.: 2026 - _____

**TROY UNIVERSITY, JUDSON EDWARDS,)
MARY ANNE TEMPLETON KIMBERLY J)
SHAVER, GEORGE R. CRAWLEY,)
LAURA RAY DOVE AND Fictitious)
Defendants A, B, C, D, E, and F, singular or)
plural, are those other persons, firms,)
partnerships, corporations, or other entities)
whose wrongful conduct caused or contributed)
to cause the injuries and damages to the)
Plaintiffs, all of whose true and correct names)
are unknown to the Plaintiff at this time, but)
will be substituted by amendment when)
ascertained.)**

DEFENDANTS

COMPLAINT

Plaintiffs, Kyna McCall-Paster, Terry Davis, Robert Griffith, Logan Hadley, Ken Heitkamp, Michelle Juhanson, David Mayer, Cur'tara Peterson, Madalyn Richardson, Jorielle Scott, Aaron Tripi, and Jeffrey Wright file their Complaint against the Defendants Troy University, Judson Colter Edwards, Mary Anne Templeton, Kimberly J. Shaver, George R. Crawley, Laura Ray Dove and Fictitious Parties A, B, and C as follows:

1. Defendants, as set out below, negligently, intentionally, deceptively, and fraudulently, induced Plaintiffs to enroll and continue courses in Troy University's ("Troy") Master of Science in Artificial Intelligence ("MSAI") Program. Each one of the Plaintiffs were recruited to Troy as they all had been recognized as leaders and individuals that Troy wanted to

be a part of this important program. Indeed, one of the Plaintiffs is a former Troy University Alumni of the Year. At all times, the Plaintiffs were told by the Defendants that Troy fully supported the program, and would so in the future. Then on December 16, 2025, almost a year after the program's initial orientation, Troy quietly terminated the program and actively concealed that it did so for several months while the Plaintiffs continued to spend considerable time, energy and resources taking classes at Troy in pursuit of an MSAI degree that Troy would no longer offer nor support. Four months later, on April 7, 2026, the Defendants notified the Plaintiffs that the degree they came to Troy for was not available, but they could continue at Troy in another program and obtain a certificate degree which would be offered online, instead of in person on campus. A degree which none of the Plaintiffs wanted to participate in nor pursue. This has resulted in, and continues to cause, significant damage to Plaintiffs, including but not limited to negatively impacting their education, jobs, careers, finances, reputations, and wellbeing.

PARTIES

2. Kyna McCall-Paster Plaintiff, hereinafter "McCall" is over the age of nineteen years and a resident of Montgomery County, Alabama;

3. Terry Davis, Plaintiff, hereinafter referred to as "Davis" is over the age of nineteen years and a resident of Montgomery County, Alabama;

4. Robert Griffith, Plaintiff, hereinafter referred to as "Griffith" is over the age of nineteen years and a resident of Montgomery County, Alabama;

5. Logan Hadley, Plaintiff, hereinafter referred to as "Hadley" is over the age of nineteen years and a resident of Montgomery County, Alabama;

6. Ken Heitkamp, Plaintiff, hereinafter referred to as “Heitkamp” is over the age of nineteen years and a resident of Montgomery County, Alabama;

7. Michelle Juhanson, Plaintiff, hereinafter referred to as “Juhanson” is over the age of nineteen years and a resident of Montgomery County, Alabama;

8. David Mayer, Plaintiff, hereinafter referred to as “Mayer” is over the age of nineteen years and a resident of Montgomery County, Alabama;

9. Cur’Tara Peterson, Plaintiff, hereinafter referred to as “Peterson” is over the age of nineteen years and a resident of Lowndes County, Alabama;

10. Madalyn Richardson, Plaintiff, hereinafter referred to as “Richardson” is over the age of nineteen years and a resident of Montgomery County, Alabama;

11. Jorielle Scott, Plaintiff, hereinafter referred to as “Scott” is over the age of nineteen years and a resident of Montgomery County, Alabama;

12. Aaron Tripi, Plaintiff, hereinafter referred to as “Tripi” is over the age of nineteen years and a resident of Elmore County, Alabama; and

13. Jeffrey Wright, Plaintiff, hereinafter referred to as “Wright” is over the age of nineteen years and a resident of Montgomery County, Alabama.

14. Kyna McCall-Paster, Terry Davis, Robert Griffith, Logan Hadley, Ken Heitkamp, Michelle Juhanson, David Mayer, Cur’tara Peterson, Madalyn Richardson, Jorielle Scott, Aaron Tripi, and Jeffrey Wright are collectively hereinafter referred to as “Plaintiffs.”

15. Troy University, Defendant, hereinafter referred to as “Troy,” is a public University of the State of Alabama who was at all times material hereto, doing business in Montgomery County, Alabama.

16. Judson Calter Edwards, Defendant, hereinafter referred to as “Edwards” is over the age of nineteen years and a resident Montgomery County, Alabama.

17. Mary Anne Templeton, Defendant, hereinafter referred to as “Templeton” is over the age of nineteen years and a resident of Coffee County, Alabama.

18. George R. Crawley, Defendant, hereinafter referred to as “Crawley” is over the age of nineteen years and a resident Montgomery County, Alabama.

19. Laura Ray Dove, Defendant, hereinafter referred to as “Dove” is over the age of nineteen years and a resident Montgomery County, Alabama.

20. Kimberly Shaver, Defendant, hereinafter referred to as “Shaver” is over the age of nineteen years and a resident of Montgomery County, Alabama.

21. Troy, Edwards, Templeton, Shaver, Crawley, and Dove are collectively hereinafter referred to as “Defendants.”

22. Fictitious Defendants A, B, C, D, E, and F, singular or plural, are those other persons, firms, partnerships, corporations, or other entities whose wrongful conduct caused or contributed to cause the injuries and damages to the Plaintiffs, all of whose true and correct names are unknown to the Plaintiffs at this time but will be substituted by amendment when ascertained.

VENUE

23. Venue is proper in Montgomery County as all of the fraudulent acts occurred in Montgomery County; the Defendants’ Master Program in AI was offered by Troy at its campus in Montgomery, Alabama; and a majority of the Plaintiffs and Defendants reside in Montgomery, County, Alabama.

JURISDICTION

24. Plaintiffs bring this action pursuant to Ala. Code § 6-6-222 et. seq. , Ala. Const. Art. I, § 14 (Exceptions to State Sovereign Immunity for State Officers, Ala. Code § 6-5-101 (Statutory Misrepresentation of Material Facts), Ala. Code § 6-5-102 (Statutory Suppression of Material Facts), Ala. Code § 6-5-103 & § 6-5-104 (Statutory Civil Deceit)

FACTS

25. At all times material hereto, Plaintiffs were actively continuing their education, working at jobs, and pursuing careers which necessitated, required, or were enriched through the ability to use Artificial Intelligence and to obtain the experience, skill, and marketability which obtaining a Master of Science in AI affords. Each one of the Plaintiffs were recruited to Troy as each had achieved success and status in their lives, at their jobs, and in their careers prior to their enrollment at Troy.

26. At all times material hereto, the Defendants represented to the Plaintiffs that Troy was offering a “Master of Science in Artificial Intelligence (“MSAI Degree”).

27. At all times material hereto, the Defendants represented to the Plaintiffs that Troy and its administration would fully support the MSAI program.

28. In reliance on the Defendants’ representations that Troy was offering an MSAI Degree that the University would fully support, the Plaintiffs enrolled at Troy and registered for numerous classes in pursuit of the degree.

29. On or about January 15, 2025, Troy held the first orientation for the MSAI Program and Degree which was attended by several of the Plaintiffs and at which the Defendants and Troy

officials represented that classes in the MSAI program were to begin immediately.

**Troy University
MSAI Degree Orientation and Information**

Wednesday, January 15th, 4:00 pm

Rosa Parks Museum auditorium

Welcome to the Troy University Sorrell School of Business!

We are thrilled to invite you to an orientation and information session for our innovative Master of Science in Artificial Intelligence program. This unique program, offered within a renowned business school, provides a distinctive edge by integrating AI principles with real-world business applications.

30. On or about February 5, 2025, the Plaintiffs begin taking the first classes of Troy's alleged MSAI degree.

31. On or about April 28, 2025, Troy conducted, at its Montgomery, Alabama, campus, an elaborate announcement and ceremony heralding its presence in the AI world. The ceremony was attended by the Defendants and other Troy officials at which Troy touted its new AI Center and the AI Programs that the AI Center would support.



On behalf of Chancellor Hawkins, Vice-chancellor Palmer, and Dean Edwards,
you are cordially invited to the

ANNOUNCEMENT

of the

CENTER FOR AI RESEARCH AND EDUCATION

a Center of the Sorrell College of Business

at

Troy University, Montgomery Campus

Monday, April 28th, at 10:00 am

Whitley Hall, 231 Montgomery Street

(Parking adjacent to the Davis Theater)

32. Eight months after classes began, on October 1, 2025, Troy finally submits its proposal for the accreditation of the MSAI program to the Alabama Commission on Higher Education (“ACHE”). The proposal was posted on ACHE’s public forum on October 1, 2025, for feedback while ACHE performed its review.

33. On or about October 13, 2025, the Plaintiffs begin another term of the MSAI program. However, some of the classes for the program were delayed and did not begin until October 20, 2025. On the same date, the Defendant, Dr. Laura Rae Dove, represented to and assured the Plaintiffs that Troy’s Administration was fully behind the MSAI program.

34. On or about November 5, 2025, Troy officials met with the Plaintiffs in the MSAI program and informed them that Troy was canceling the courses which were delayed. A week later on November 13, 2025, Defendant, Dr. George R. Crowley informed the Plaintiffs that the classes were canceled due to an “alleged issue with an instructor.” However, Crowley, like the other Defendants, assured and represented to the Plaintiffs that Troy was fully behind the MSAI program.

35. On or about December 16, 2025, in an email sent from the Defendant, Mary Anne Templeton to ACHE, Troy withdrew its proposal for the accreditation of its MSAI program prior to ACHE completing its review and most importantly, prior to ACHE voting on Troy’s proposal.

From: Mary Anne Templeton [REDACTED]
Sent: Tuesday, December 16, 2025 11:18 AM
To: [REDACTED]
Subject: AI

[REDACTED]

We have decided to withdraw the MS in AI proposal. Instead, we are submitting a certificate proposal that will be available online and on the Troy campus (potentially). I’ve attached the proposal.

Further, Troy withdrew the proposal without any input, knowledge, or notification to the Plaintiffs, or any students at Troy, for that matter, who were at Troy for one reason – to obtain an MSAI.

Furthermore, when Troy withdrew the proposal for the accreditation of the MSAI degree, it submitted a certificate proposal for another degree which would be offered online, not in person nor in class. A degree that none of the Plaintiffs were recruited to Troy for or were pursuing.

36. Instead of informing the Plaintiffs of its decision to terminate the MSAI program and degree, the Defendants, including Defendant Shaver, actively concealed the termination of the program and without the knowledge, notice, or consent of the Plaintiffs, changed the Plaintiffs' transcripts and/or official records at Troy to reflect that they were enrolled in Troy's Master of Science Management with a concentration in AI, or some other program, which the Plaintiffs did not want to pursue at Troy.

37. Meanwhile, the Plaintiffs continued to take courses at Troy reasonably believing they were pursuing an MSAI degree, the degree for which they were recruited and for which they were pursuing at Troy.

38. Then on or about April 7, 2026, almost four months after it withdrew its application, Defendant Edwards informed the Plaintiffs that Troy would not offer an MSAI degree as promised. That the Plaintiffs could continue at Troy in another degree which would only be offered online. Initially, the Defendants represented that the reason for the change was ACHE denied its proposal for the accreditation of its MSAI program. Later, the Defendants disclosed to the Plaintiffs that Troy actually withdrew its application for the accreditation of the MSAI degree before ACHE ever voted.

39. The Plaintiffs all voiced their objection to the termination of the program and the change. Each one of the Plaintiffs was recruited to Troy for one primary reason, to obtain a Master of Science in Artificial Intelligence. Each one of the Plaintiffs enrolled at Troy during 2025 for one primary reason, to obtain a Master of Science in Artificial Intelligence. They were told that

Troy was offering an innovative Master of Science in Artificial Intelligence with state-of-the-art resources and an enthusiastic faculty. They were told, like Troy told everyone at its “Announcement” in April 2025, that Troy would be a leader in the community and region in Artificial Intelligence. The Plaintiffs spent time, effort, and resources pursuing a degree which Troy not only canceled after a year, but now claims despite its numerous representations made before, during, and after the initial orientation in January of 2025, never existed. Plaintiffs requested that Troy correct the problems caused by Troy’s actions and inactions relative to its MSAI program and at a minimum, refund their tuition which was paid for a degree which no longer exists and for classes that have little to no value. Indeed, several of the Plaintiffs have tried to transfer credits to other Universities and Colleges for the coursework done at Troy during 2025 and the courses will not transfer. Troy refuses to accept any responsibility for the harm it has caused to the Plaintiffs in their careers, jobs, military service, and other opportunities. Troy has even begun collection matters on the Plaintiffs who have open accounts with Troy who rightfully will not pay for classes which were taken as a result of Troy’s wrongful conduct.

40. The Defendants, Edwards, Templeton, Shaver, Crawley, and Dove, knowingly and actively misrepresented, concealed, and failed to disclose the truth about the MSAI program and degree the Plaintiffs were pursuing.

COUNT I **FRAUD**

41. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

42. The Defendants’ representations were false, and the Defendant knew or should have known they were false. At all times material hereto, the Defendants represented to the Plaintiffs that Troy was offering a Master of Science in Artificial Intelligence which the University supported, currently and in the future.

43. Plaintiffs relied upon the false representations by the Defendant to their detriment.

44. As a result, Plaintiffs were injured and damaged as follows: they paid tuition for a degree and/or program which Troy terminated, they took courses which have little or no value, their education was adversely affected, they lost veteran's benefits, they lost contracts, they lost job opportunities, they lost job promotions, they suffered financial hardship, their careers were affected, and they have suffered professional embarrassment.

WHEREFORE, Plaintiffs demand judgment against the Defendants in such an amount of compensatory and punitive damages as a jury deems reasonable and may award, plus interest and costs.

COUNT II
FRAUDULENT SUPPRESSION

45. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

46. Defendants fraudulently failed to disclose the true aspects of their actions, intentions, and agreements with the Plaintiffs. From the time the Plaintiffs first enrolled in the Troy program, the Defendants continued to represent to the Plaintiffs that Troy fully supported the program. Meanwhile, the Defendants failed to disclose that Troy was not taking the necessary actions to put in place the resources it promised the Plaintiff nor hiring the "enthusiastic" faculty needed for the program. Indeed, unbeknownst to the Plaintiffs, Troy had professors teaching the Plaintiffs courses who were never hired by Troy. Further, Troy failed to disclose its actions and inactions in submitting its proposal/application to ACHE for the accreditation of the MSAI degree. Finally, without any transition plan or notification to the Plaintiffs, Troy secretly and completely withdrew its application for the MSAI program from ACHE on December 16, 2025, pivoting instead to an on-line non-degree graduate certificate and did not disclose its actions to the Plaintiffs for four (4) months while the Plaintiffs continued to take courses at Troy for a degree which the

Defendants terminated and claimed never existed.

47. Plaintiffs relied on the Defendants' non-disclosure and were induced thereby.

48. Plaintiffs changed their position as a result of Defendants' non-disclosure.

49. As a result of Defendants' non-disclosure and/or concealment, Plaintiffs were induced to act and injured and damaged as follows: they paid tuition for a degree and/or program which Troy terminated, they took courses which have no value, their education was adversely affected, they lost veteran's benefits, they lost contracts, they lost job promotions, they suffered financial hardship, they lost job opportunities, their careers were affected, and they have suffered professional embarrassment.

WHEREFORE, Plaintiffs demand judgment against the Defendants in such an amount of compensatory and punitive damages as a jury deems reasonable and may award, plus interest and costs.

COUNT III
BREACH OF CONTRACT

50. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

51. The Defendants entered into binding contracts and agreements with the Plaintiffs relative to their admission to Troy and the pursuit of an MSAI.

52. Defendants breached the agreements to provide the Plaintiffs with the necessary course work, resources, and support to obtain the Master of Science in Artificial Intelligence Degree and canceled the MSAI program/degree without any notification or justification to the Plaintiffs.

53. Plaintiffs met their obligations under the contacts and agreements. The Plaintiffs paid their tuition and attended all necessary courses which Troy represented were a part of its MSAI prior to Troy canceling the program.

54. As a proximate result of the Defendants' breach of the contracts and agreements, Plaintiffs, were injured and damaged as follows: they paid tuition for a degree and/or program which Troy terminated, they took courses which have no value, their education was adversely affected, they lost veteran's benefits, they lost contracts, they lost job promotions, they suffered financial hardship, they lost job opportunities, their careers were affected and they have suffered professional embarrassment.

WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount of compensatory damages as a jury deems reasonable and may award, plus interest and costs.

COUNT IV
PROMISSORY ESTOPPEL

55. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

56. Defendants made clear, unambiguous, and definite promises to Plaintiffs through official orientations, public announcements, and administrative representations that it was offering, supporting, and delivering an in-person Master of Science in Artificial Intelligence (MSAI) degree program equipped with state-of-the-art resources and dedicated faculty on its Montgomery campus.

57. Defendants reasonably expected Plaintiffs to rely on these promises to alter their positions by enrolling at Troy, paying tuition, utilizing limited military and veteran educational benefits, and foregoing other professional and academic pursuits.

58. Plaintiffs reasonably, foreseeably, and detrimentally relied upon Defendants' clear and unambiguous promises by enrolling in the university, paying required tuition and fees, attending classes, and completing required coursework.

59. Defendants breached and refused to honor its promises by secretly canceling the MSAI degree program, and injustice can only be avoided by enforcement of Defendant's promises

and/or full compensation for Plaintiffs' injuries, as Plaintiffs were damaged as follows: they paid tuition for a degree and/or program which Troy terminated, they took courses which have no value, their education was adversely affected, they lost veteran's benefits, they lost contracts, they lost job promotions, they suffered financial hardship, they lost job opportunities, their careers were affected, and suffered professional embarrassment.

WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount of compensatory damages as a jury deems reasonable and may award, plus interest and costs.

COUNT V
STATUTORY DECEIT (ALA. CODE §§ 6-5-103, 6-5-104)

60. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

61. Pursuant to Ala. Code §§ 6-5-103 and 6-5-104, Defendants owed a duty not to deceive Plaintiffs, yet willfully, recklessly, and deceitfully misrepresented material facts concerning the existence, institutional backing, instructor credentials, and accreditation status of the MSAI program with the intent to induce Plaintiffs to enroll and pay tuition.

62. Defendants practiced continuous statutory deceit upon Plaintiffs by actively concealing its December 16, 2025, withdrawal of the accreditation application from ACHE for nearly four months while continuing to collect tuition, and by fraudulently altering Plaintiffs' official academic transcripts to reflect an unbargained-for online program.

63. Plaintiffs were deceived by Defendants' willful misrepresentations and suppressions, remained completely unaware of Defendant's secret actions, and reasonably relied upon Defendant's deceitful conduct to their severe detriment.

64. As a proximate result of Defendants' statutory deceit, Plaintiffs were injured and damaged as follows: they paid tuition for a degree and/or program which Troy terminated, they took courses which have no value, their education was adversely affected, they lost veteran's

benefits, they lost contracts, they lost job promotions, they suffered financial hardship, they lost job opportunities, their careers were affected and suffered professional embarrassment.

WHEREFORE, Plaintiffs demand judgment against Defendants in such an amount of compensatory and punitive damages as a jury deems reasonable and may award, plus interest and costs.

This the 1st day of October 2026.

Richard D. Morrison
Richard D. Morrison (MOR073)
Attorney for Plaintiffs

OF COUNSEL:
The Morrison Law Firm
418 Scott Street
Montgomery, AL 36104
(334) 513– 1323
(334) 513-1343
Email: rick.morrison@morrisonfirm.com

Richard “Matt” Matthews
Matt Matthews (MAT048)
Attorney for Plaintiffs

OF COUNSEL:
The Law Office of Richard F. Matthews, Jr., LLC
621 S Hull Street
Montgomery, AL 36104
Telephone: 334-398-8408
Facsimile: 334-263-1130
Email: matt@mmatthewslaw.com

PLAINTIFFS DEMAND A TRIAL BY JURY