

# **EXHIBIT A**

**\*\*IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION\*\***

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**\*\*Hande Müge Aksu\*\***,  
Adnan Kahveci Mah. Avrupa Cad. No:70/1 D10  
Beylikdüzü, İstanbul  
Türkiye

Email: handemaksu@hotmail.com

Phone: +90 533 488 6229

Plaintiff,

2026-CAB-002871

v.

**\*\*The George Washington University\*\***,  
2121 I Street NW  
Washington, DC 20052  
United States

Phone: (202) 994-1000

Defendant.

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**\*\*COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF\*\***

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**1. INTRODUCTION**

This is a civil action arising from disability discrimination, coercion, and unlawful conduct by The George Washington University (“GWU”), resulting in severe personal, educational, and financial harm to Plaintiff.

Plaintiff seeks damages in excess of \$400,000 and all other relief deemed appropriate by the Court.

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**2. PARTIES**

Plaintiff, Hande Müge Aksu, is an individual currently residing in Türkiye.

Defendant, The George Washington University, is a private university located in Washington, D.C., and conducts business within the District of Columbia.

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**3. JURISDICTION AND VENUE**

This Court has jurisdiction over this matter as the Defendant is located in the District of Columbia and the events giving rise to this claim occurred within the District.

Venue is proper in this Court.

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#### **4. FACTUAL ALLEGATIONS**

In 2003, Plaintiff underwent brain surgery and was in a documented medical crisis.

Plaintiff was a registered student with documented disability status at GWU.

Following this medical event, Defendant failed to engage in any interactive accommodation process as required under applicable disability protections.

Instead, Plaintiff was summoned to a meeting with the Office of Student Judicial Services (SJS).

During this meeting:

- \* Campus police were present
- \* Plaintiff was denied access to legal counsel
- \* Plaintiff was given no time to review the document
- \* Plaintiff was told she would be arrested or barred from returning if she did not sign
- \* Plaintiff was promised financial consideration in exchange for signing

Under these coercive conditions, Plaintiff signed a “Withdrawal Agreement.”

The agreement permanently barred Plaintiff from returning to the University and included a broad release of claims.

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#### **5. INVALIDITY OF RELEASE**

The so-called “Withdrawal Agreement” is invalid and unenforceable due to:

- \* Execution under duress
- \* Lack of informed consent
- \* Denial of legal counsel
- \* Coercive threats involving law enforcement
- \* Plaintiff’s compromised medical condition at the time of execution

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#### **6. CLAIMS FOR RELIEF**

##### **COUNT I – Disability Discrimination**

Defendant failed to provide reasonable accommodations and instead removed Plaintiff during a medical crisis.

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##### **COUNT II – Coercion and Duress**

Defendant used threats and pressure tactics to force Plaintiff into signing a legally significant agreement.

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**COUNT III – Intentional Infliction of Emotional Distress**

Defendant’s conduct was extreme and outrageous and caused severe emotional and psychological harm.

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**COUNT IV – Unjust Enrichment**

Defendant benefited financially and administratively from Plaintiff’s forced withdrawal.

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**7. DAMAGES**

As a direct result of Defendant’s actions, Plaintiff suffered:

- \* Loss of educational opportunity
- \* Emotional distress
- \* Financial damages
- \* Long-term personal harm

Plaintiff seeks damages in excess of \$400,000.

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**8. PRAYER FOR RELIEF**

Plaintiff respectfully requests:

1. Compensatory damages exceeding \$400,000
2. Declaratory judgment invalidating the Withdrawal Agreement
3. Any additional relief the Court deems just and proper

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**9. JURY DEMAND**

Plaintiff demands a trial by jury.

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**\*\*Respectfully submitted,\*\***

Hande Müge Aksu  
Pro Se



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