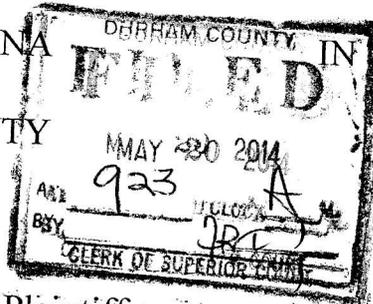


NORTH CAROLINA

DURHAM COUNTY

LEWIS McLEOD,



IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
14 CVS 3075

Plaintiff,)
)
 v.)
)
 DUKE UNIVERSITY,)
)
 Defendant.)

DEFENDANT'S SUPPLEMENTAL
 BRIEF IN OPPOSITION TO
 MOTION FOR PRELIMINARY
 INJUNCTION

Defendant Duke University ("Duke"), through counsel, respectfully submits this supplemental brief in opposition to Plaintiff Lewis McLeod's motion for a preliminary injunction.

INTRODUCTION

There is a reason this Court and many other courts have dismissed breach of contract claims based on student handbooks: Contrary to what Mr. McLeod argues, there is no general agreement among courts that a student handbook is a contract. (See Pl.'s PI Br. at 4).

I. NORTH CAROLINA COURTS HAVE NOT HELD THAT PROVISIONS OF A STUDENT HANDBOOK CONSTITUTE CONTRACT TERMS.

Mr. McLeod argues that under North Carolina law, a "university's failure to abide by promises contained in university publications" gives rise to a claim for breach of contract. (Pl.'s PI Br. at 5 (citing *Ryan v. Univ. of N.C. Hosps.*, 128 N.C.