

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON
2 FOR THE COUNTY OF WASHINGTON

3		)	Case No. 21CV21763
4	DR. RICHARD PAXTON)	
5		)	COMPLAINT
6	Plaintiff,	)	Whistleblower Retaliation (ORS 659A.199);
7	v.	)	Unlawful Employment Discrimination (ORS
8		)	659A.030 (1)(a), ORS 659A.030 (1)(b), and
9	PACIFIC UNIVERSITY, JENNIFER YRUEGAS,	)	ORS 659A.030 (1)(f)); Workplace Fairness
10	JOHN MILLER, SARAH PHILLIPS, LESLIE	)	(ORS 659A.370); Intentional Infliction of
11	HALLICK, LEIF GUSTAVSON, TAMMY	)	Emotional Distress; Reckless Infliction of
12	SCHEENSTRA, LORI WATSON, AND JOHN	)	Emotional Distress; Breach of Contract;
13	AND JANE DOES 1-20	)	Intentional Interference with Contractual
14		)	Relations; Defamation; Fraud
15	Defendants.	)	Claim for \$ 1,309,000
16		)	ORS 21.160(1)(d) \$884
17)	
18		)	CLAIM NOT SUBJECT TO MANDATORY
19		)	ARBITRATION
20		)	DEMAND FOR JURY TRIAL

21 Plaintiff alleges as follows:

22 1.

23 **VENUE**

24 Venue is proper in this court because the events giving rise to the allegations in this
25 complaint occurred in Washington County, Oregon.

26 2.

JURISDICTION

This court has personal jurisdiction over the Defendants because all are located and/or
employed in Washington County, Oregon.

1 **PARTIES**

2 3.

3 Plaintiff Dr. Richard Paxton is an Oregon resident. At all material times, Plaintiff was
4 employed as a tenured professor by Defendant Pacific University.

5 4.

6 Defendant Pacific University (“Pacific”) is an Oregon non-profit university located in
7 Forest Grove, Oregon, located in Washington County, Oregon. At all material times, Pacific
8 acted by and through its agents and employees who were acting in the scope of their
9 employment, except as otherwise set forth below.

10 5.

11 Defendant Jennifer Yruegas is an Oregon resident. At all material times, Ms. Yruegas
12 acted within the scope of her employment as HR Director, General Counsel, and Title IX
13 Coordinator at Pacific, except as otherwise set forth below. She also holds the title of General
14 Counsel, although she has recently been removed as HR Director and Title IX Coordinator.

15 6.

16 Defendant John Miller is an Oregon resident. At all material times, Mr. Miller acted
17 within the scope of his employment as Pacific Provost, except as otherwise set forth below.

18 7.

19 Defendant Sarah Phillips is an Oregon resident. At all material times, Ms. Phillips acted
20 within the scope of her employment as Pacific’s Dean of the College of Arts and Sciences,
21 except as otherwise set forth below.

22 8.

23 Defendant Leslie Hallick is an Oregon resident. At all material times, Ms. Hallick acted
24 within the scope of her employment as President of Pacific. As President of Pacific University,
25 Ms. Hallick is personally liable for all actions by Defendants, under the theory of respondeat
26 superior.

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9.

Defendant Leif Gustavson is an Oregon resident. At all material times, Mr. Gustavson acted within the scope of his employment as Dean of the College of Education, except as otherwise set forth below.

10.

Tammy Scheenstra is an Oregon resident. At all material times, Ms. Scheenstra acted within the scope of her employment as a member of the HR Department of Pacific, except as otherwise set forth below. Today she is the interim HR Director for Pacific University, a role she assumed when Ms. Yruegas was removed from that position.

11.

Defendant Lori Watson is an Oregon resident. At all material times, Ms. Watson acted within the scope of her contract employment as an “independent investigator” working on behalf of Pacific, except as otherwise set forth below.

FACTS

12.

Dr. Richard Paxton was hired as an education professor by Pacific University in 2005. He was awarded tenure in 2006. Since he was hired in 2005 and up until Fall, 2020, he had never been disciplined or sanctioned by Pacific in any manner, nor had any students ever filed a formal complaint against him.

13.

As a tenured professor, Dr. Paxton is not an “at will” employee. Rather, he has a contractual interest in his employment. The terms of his employment are governed by the “Pacific University Faculty and Governance Handbook” (the “Handbook”). Pacific’s policies and procedures regarding tenure and discipline are contained within the Handbook. The Handbook states on page 34 that “In return for accepting sabbatical leaves, faculty members are obligated to return to Pacific University for not less than two years.”

1 14.

2 Dr. Paxton took sabbatical leave in 2019 and returned to teaching full-time in Fall of
3 2020. Because of the COVID-19 pandemic, all of Dr. Paxton’s courses were conducted online.

4 15.

5 On Friday, October 9, 2020, at approximately 2PM, Ms. Yruegas emailed Dr. Paxton
6 demanding a meeting that afternoon. When Ms. Yruegas did not get an immediate response,
7 she called Dr. Paxton’s wife, Kelly Paxton. Mrs. Paxton handed the phone to her husband, and
8 on that call, Ms. Yruegas demanded that he be present on a Zoom call at 3:00 PM that same
9 day. She would not tell him what the subject of the meeting was to be.

10 16.

11 As ordered, Dr. Paxton joined the Zoom call at 3:00 PM. Also present was Leif
12 Gustavson, Dean of the College of Education. Dr. Paxton was quickly told that he was being
13 suspended, and that other instructors would be taking over his classes. During this call, Ms.
14 Yruegas berated and bullied Dr. Paxton, in an extremely angry and snide tone, and accused him
15 of violating the civil rights of his students by relaying an anecdote to them in his classes
16 concerning gender. She said that if he did not resign, she would initiate a Title IX sexual
17 misconduct investigation against him, and he would be terminated as a result.

18 17.

19 Dr. Paxton was not allowed to respond to the torrent of accusations and threats. Ms.
20 Yruegas continued to threaten the Title IX investigation or the alternative “soft landing.” She
21 indicated that any Title IX investigation would be very public. Ms. Yruegas threatened that Dr.
22 Paxton would face a “public trial” for being racist, sexist, anti-LGBTQ, and antisemitic. Ms.
23 Yruegas and Mr. Gustavson repeatedly pressured Dr. Paxton into what they were referencing as
24 the “soft landing.” Under the “soft landing” scenario, Dr. Paxton would be generously “allowed”
25 to resign with a severance package, along with an agreed-upon statement to be made upon his
26 resignation. Further, Ms. Yruegas threatened Dr. Paxton that his ability to secure new

1 employment would be severely restricted if he were the subject of a Title IX investigation. Ms.
2 Yruegas said that even though she believed Dr. Paxton had violated Title IX, she would not
3 conduct an investigation, so long as he agreed to resign no later than the following Monday,
4 October 12, 2020.

5 18.

6 Ms. Yruegas warned Dr. Paxton to not tell anyone about the situation, and he rightfully
7 assumed she meant that he could not communicate with counsel, or anyone else, about this
8 sudden demand for his resignation. Ms. Yruegas and Mr. Gustavson demanded that Dr. Paxton
9 immediately turn over his teaching materials. These included instructor access to Moodle, Box,
10 and Zoom accounts which included recordings of all classes. Dr. Paxton was told that Title IX
11 language specifies that he must make a decision to resign by Monday, October 12, or the
12 investigation would have to proceed on Monday under the Title IX statute “timing.” Title IX has
13 no such requirements.

14 19.

15 Ms. Yruegas said she would send a severance agreement for Dr. Paxton’s review, and
16 told him she could secure six months to a year of severance, including benefits, from the
17 university. The call ended at approximately 4 PM. No allegations of any kind that would call for
18 a suspension or investigation under Title IX or any Pacific policy were described to Dr. Paxton
19 during that meeting, or at any time since.

20 20.

21 When the proposed “Voluntary Separation and Release Agreement” arrived via email
22 from Ms. Yruegas at 5:18 PM the same day, it only included three months of severance.¹ The
23 proposed agreement also included specific language stating that if Dr. Paxton signed the
24 agreement, he would not be investigated by the university. This language was also in the body
25 of the email.

26 ¹ In addition, the agreement stated on Page 1, Paragraph 1(d) that Dr. Paxton had been advised to seek advice from independent tax advisors, which was not true. Similarly, Paragraph 8 on page 4 notes he has been “advised to consult with an attorney and had the opportunity to do so.” Finally, Paragraph 10(ii) on page 5 stated that Dr. Paxton had 21 days to consider the agreement. None of those things were true.

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21.

Dr. Paxton worked over the next 24 hours to ensure class materials were transferred to Anita Zijdemans-Boudreau (Director of the School of Learning and Teaching) and Dan Wood (an instructor), including course content that was developed and owned by him under the Pacific University Intellectual Property Policy. Despite his disbelief over what was happening, Dr. Paxton complied promptly and thoroughly, because he didn't want his students to suffer any consequences from the improper actions of Pacific University.

22.

On Monday, October 12, when Ms. Yruegas realized Dr. Paxton was not going to be forced into resignation, Ms. Yruegas began the illegitimate Title IX investigation and suspended Dr. Paxton. She informed him that "further details regarding this matter will be forthcoming over the next few days and weeks." Dr. Paxton made it clear to Ms. Yruegas that the suspension and investigation threats violated Title IX, and other statutes.

23.

Because Pacific University was conducting a Title IX investigation, that investigation should have been predicated upon a "Formal Complaint" by a student. A "Formal Complaint" is defined by Title IX and it must be provided to a respondent (Dr. Paxton) immediately upon the investigation's initiation. Dr. Paxton requested the Formal Complaint multiple times. After Pacific's outside counsel told Dr. Paxton the Formal Complaint would not be provided, Pacific then claimed that no such formal complaint existed. Dr. Paxton made it clear on several occasions to Pacific's outside counsel that he believed Pacific was violating state and federal law, and that state and federal agencies were involved.

24.

On October 20, 2020, Ms. Yruegas entered Dr. Paxton's electronic HR records and modified a folder titled "2015-2016 Academic Year." Dr. Paxton requested an explanation for why Ms. Yruegas was modifying this file on several occasions but was never given one, beyond

1 being told that the explanation was protected information under the Family Educational Rights
2 and Privacy Act (“FERPA”). The intent of FERPA is to ensure the privacy of student education
3 records. It is unrelated to the HR files of college professors.

4 25.

5 Two months after Dr. Paxton’s suspension began, and after multiple requests by him for
6 an explanation for why he was suspended, Pacific sent him an unsigned, undated document
7 titled “Notice of Allegations,” which purported to explain why Dr. Paxton had been banned
8 from teaching, campus, and locked out of all Pacific Systems. The Notice of Allegations
9 contained no allegations that warranted either an investigation or a suspension, but did contain
10 some broad claims by six students about comments made by Dr. Paxton in class. Each of the
11 classes referenced were recorded by Zoom, so full and accurate reflections of what was said by
12 Dr. Paxton are available and in possession of Pacific.

13 26.

14 On more than 20 occasions between October 2020 and April 2021, Dr. Paxton requested
15 the Zoom recordings from Defendants. On many of those occasions, Pacific did not respond.
16 When they did, they refused to provide the recordings, and cited FERPA.

17 27.

18 On December 22, Dr. Paxton requested to attend a January 28, 2021 faculty senate
19 meeting. According to the Pacific University website, “all faculty” can attend faculty senate
20 meetings. There is no exception for suspended faculty. Dr. Paxton was barred from attending
21 that meeting, as well as any other meetings which he is entitled to attend according to the
22 Handbook and Pacific policies.

23 28.

24 On at least 20 occasions between October 2020 and May 2021, Dr. Paxton requested a
25 meeting with the “independent investigator,” Ms. Lori Watson. Ms. Watson has never
26 contacted Dr. Paxton to arrange an interview. However, she has completed multiple interviews

1 of others in her investigation, although Defendants refuse to inform Dr. Paxton who is being
2 interviewed. Ms. Watson was given the full Zoom recordings of the classes at issue, along with
3 other evidence, that Dr. Paxton was not given.

4 29.

5 On multiple occasions, Pacific employees were told if they discussed the Paxton matter
6 with anyone outside Pacific University, they could be held civilly and criminally liable under the
7 Pacific “Code of Conduct.”

8 30.

9 On April 15, 2021, Pacific sent out the annual “Appointment Notice” that goes to all
10 faculty who are being extended another academic year of teaching, along with a letter from
11 President Hallick. The agreement was sent through DocuSign to faculty via email, and the
12 deadline for signature was either May 15, 2021, or May 16, 2021 (the letter from President
13 Hallick that accompanied the agreement conflicted with the agreement itself as to the
14 deadline). Pacific did not send an Appointment Notice to Dr. Paxton, thereby terminating his
15 employment effective July 31, 2021, at the latest.

16 31.

17 On April 27, 2021, Provost John Miller sent a letter to all Pacific faculty and staff with
18 multiple misstatements about Dr. Paxton’s suspension. In that letter, Mr. Miller claimed that
19 there were “more than ten” allegations against Dr. Paxton, an assertion that conflicts with the
20 unsigned, undated “Notice of Allegations” received on December 8, 2020.

21 32.

22 May 15 and 16, 2021 came and went without Pacific asking Dr. Paxton why he had not
23 signed and returned the Appointment Notice. Pacific did not ask that question because they
24 knew they did not send him one.
25
26

1 33.

2 On May 21, 2021, Dr. Paxton asked Pacific why he had not received an Appointment
3 Notice. No explanation was given.

4 34.

5 On May 24, 2021, at 8:45 AM, the American Association of University Professors sent a
6 letter to President Hallick informing her that if Professor Paxton did not receive an
7 Appointment Letter by Friday, an investigation would likely ensue.

8 35.

9 On May 24, 2021, at 9:52 AM, Pacific sent Dr. Paxton an Appointment Notice and
10 accompanying letter from President Hallick. Both documents required that Dr. Paxton sign the
11 agreement in the past, which was of course impossible. Dr. Hallick's letter demanded a May 15,
12 2021 signature deadline, while the Notice of Appointment listed a May 16, 2021 deadline.

13 36.

14 On May 24, 2021, Dr. Paxton asked Pacific for an answer as to why he was just receiving
15 the annual Appointment Notice, weeks after everyone else, and also asked for a document that
16 did not require a signature by a past date.

17 37.

18 On May 25, 2021, at 1:46 AM, Pacific sent a new Appointment Notice to Dr. Paxton, still
19 requiring that he sign it on a date since past: either May 15 or 16, 2021. On the same day, Dr.
20 Paxton again requested an explanation for why the contract was so late, and for a new version
21 that did not include a deadline impossible to meet.

22 38.

23 On May 25, 2021, at 11:09 AM, Ms. Tammy Scheenstra emailed Dr. Paxton and told him
24 that the Appointment Notice was inadvertently sent to his Pacific email account – the email
25 account they had locked him out of almost eight months prior. Dr. Paxton has requested
26 clarification and proof on this point, but Pacific has not provided any.

1 39.

2 Because Dr. Paxton has not been given an Appointment Notice that does not require a
3 time machine for him to sign it by the deadline, he has been effectively terminated from his
4 position.

5 **FIRST CLAIM FOR RELIEF**

6 Whistleblower Retaliation (Against all Defendants except Watson)

7 ORS 659A.199

8 40.

9 Plaintiff realleges and incorporates by reference herein the allegations contained in
10 Paragraphs 1 through 39 of this Complaint.

11 41.

12 Plaintiff engaged in protected activity by reporting in good faith, internally and
13 externally, conduct by Pacific University that he believed were violations of federal and state
14 rules and regulations.

15 42.

16 Pacific University took adverse action against Plaintiff by subjecting him to an
17 investigation that still, 230 days later, is not complete, and by later constructively terminating
18 his employment. Defendants Yruegas, Miller, Phillips, Hallick, and Watson are all subject to
19 individual liability for aiding, abetting, inciting, compelling, or coercing unlawful employment
20 actions. As of the date of this filing, Plaintiff has still not been given the evidence against him,
21 nor has Ms. Watson contacted him or his counsel to set up an interview.

22 43.

23 Plaintiff's protected activity was a substantial factor in Defendants' decisions to subject
24 him to an unwarranted and indefinite suspension and to ultimately constructively terminate
25 him.
26

1 44.

2 Plaintiff is entitled to a declaration that Defendant violated his state statutory right to
3 be free of unlawful retaliation for whistleblower activity.

4 45.

5 Plaintiff is entitled to all appropriate equitable relief in an amount to be determined at
6 trial. As a direct and proximate result of Defendants' actions as alleged herein, Plaintiff will
7 suffer economic losses in the form of back pay, front pay, lost benefits, and out-of-pocket
8 expenses, including prejudgment interest, in an amount to be proven at trial, plus interest
9 thereon at the statutory rate of 9%.

10 46.

11 As a direct and proximate result of Defendants' actions as alleged herein, Plaintiff has
12 suffered noneconomic harm in the form of loss of professional reputation, emotional and
13 mental distress, degradation, embarrassment, and humiliation, for which he is entitled to an
14 award of compensatory damages in an amount to be determined at trial.

15 47.

16 Plaintiff has hired legal counsel to prosecute his claims and is entitled to reasonable
17 attorney's fees and costs incurred, including expert witness fees, pursuant to ORS 659A.885 and
18 ORS 20.107.

19 48.

20 Defendants' conduct was intentional and in reckless disregard of Plaintiff's statutory
21 rights. Therefore, Plaintiff intends to seek punitive damages.

22 49.

23 Defendant Hallick is personally and directly responsible for all damages suffered by
24 Plaintiff, because as the President of Pacific University, she either knew or should have known
25 of the actions being taken against Dr. Paxton, and she should have stepped in. The same is true
26 for Mr. Miller, Mr. Gustavson, and Ms. Phillips who, due to their roles, would have been

1 involved in the retaliation. In each of their roles, they were supposed to serve as a barrier
2 between bad actors (like Ms. Yruegas, who is also individually liable) and Pacific employees, and
3 not only did they fail to intervene, but they actually supported the bad acts. Because their job
4 descriptions do not likely include retaliating against Pacific University employees, Yruegas,
5 Miller, Phillips, and Scheenstra, and Gustavson were also acting outside of the normal scope of
6 their employment, thus subjecting them to personal liability.

7
8 **SECOND CLAIM FOR RELIEF**

9 Whistleblower Retaliation (Against all Defendants)

10 (Aiding and Abetting)

11 ORS 659A.030(g)

12 50.

13 Plaintiff realleges and incorporates by reference herein the allegations contained in
14 Paragraphs 1 through 49 of this Complaint.

15 51.

16 Plaintiff engaged in protected activity by reporting in good faith, internally and
17 externally, conduct by Pacific University that he believed were violations of federal and state
18 rules and regulations.

19 52.

20 Pacific University took adverse action against Plaintiff by subjecting him to an
21 investigation that still, 230 days later, is not complete, and by later constructively terminating
22 his employment. Defendants Yruegas, Miller, Phillips, Hallick, and Watson are all subject to
23 individual liability for aiding, abetting, inciting, compelling, or coercing unlawful employment
24 actions. As of the date of this filing, Plaintiff has still not been given the evidence against him,
25 nor has Ms. Watson contacted him or his counsel to set up an interview.
26

1 53.

2 Plaintiff's protected activity was a substantial factor in Defendants' decisions to subject
3 him to an unwarranted and indefinite suspension and to ultimately constructively terminate
4 him.

5 54.

6 Plaintiff is entitled to a declaration that Defendant violated his state statutory right to
7 be free of unlawful retaliation for whistleblower activity.

8 55.

9 Plaintiff is entitled to all appropriate equitable relief in an amount to be determined at
10 trial. As a direct and proximate result of Defendants' actions as alleged herein, Plaintiff will
11 suffer economic losses in the form of back pay, front pay, lost benefits, and out-of-pocket
12 expenses, including prejudgment interest, in an amount to be proven at trial, plus interest
thereon at the statutory rate of 9%.

13 56.

14 As a direct and proximate result of Defendants' actions as alleged herein, Plaintiff has
15 suffered noneconomic harm in the form of loss of professional reputation, emotional and
16 mental distress, degradation, embarrassment, and humiliation, for which he is entitled to an
17 award of compensatory damages in an amount to be determined at trial.

18 57.

19 Plaintiff has hired legal counsel to prosecute his claims and is entitled to reasonable
20 attorney's fees and costs incurred, including expert witness fees, pursuant to ORS 659A.885 and
21 ORS 20.107.

22 58.

23 Defendants' conduct was intentional and in reckless disregard of Plaintiff's statutory
24 rights. Therefore, Plaintiff intends to seek punitive damages.
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59.

Defendant Hallick is personally and directly responsible for all damages suffered by Plaintiff, because as the President of Pacific University, she either knew or should have known of the actions being taken against Dr. Paxton, and she should have stepped in. The same is true for Mr. Miller, Mr. Gustavson, and Ms. Phillips who, due to their roles, would have been involved in the retaliation. In each of their roles, they were supposed to serve as a barrier between bad actors (like Ms. Yruegas, who is also individually liable) and Pacific employees, and not only did they fail to intervene, but they actually supported the bad acts. Because their job descriptions do not likely include retaliating against Pacific University employees, Yruegas, Miller, Phillips, and Gustavson were also acting outside of the normal scope of their employment, thus subjecting them to personal liability.

THIRD CLAIM FOR RELIEF

Unlawful Employment Discrimination (Against all Defendants)

ORS 659A.030 (1)(a), ORS 659A.030 (1)(b), and ORS 659A.030 (1)(f)

60.

Plaintiff realleges and incorporates paragraphs 1 through 59 above.

61.

Defendants terminated Plaintiff because of his age and his race, in violation of ORS 659A.030(1)(a).

62.

Defendants subjected Plaintiff to an indefinite, unfounded, and unfair investigation because of his age and his race, in violation of ORS 659A.030(1)(b).

63.

Defendants subjected Plaintiff to an indefinite, unfounded, and unfair investigation, and ultimately constructively terminated him, because he opposed their unlawful practices and filed

1 complaints regarding those practices, in violation of ORS 659A.030 (1)(f).

2 64.

3 Defendant Hallick is personally and directly responsible for all damages suffered by
4 Plaintiff, because as the President of Pacific University, she either knew or should have known
5 of the actions being taken against Dr. Paxton, and she should have stepped in. The same is true
6 for Mr. Miller, Mr. Gustavson, and Ms. Phillips who, due to their roles, would have been
7 involved in the retaliation. In each of their roles, they were supposed to serve as a barrier
8 between bad actors (like Ms. Yruegas, who is also individually liable) and Pacific employees, and
9 not only did they fail to intervene, but they actually supported the bad acts. Because their job
10 descriptions do not likely include retaliating against Pacific University employees, Yruegas,
11 Miller, Phillips, and Gustavson were also acting outside of the normal scope of their
12 employment, thus subjecting them to personal liability.

13 **FOURTH CLAIM FOR RELIEF**

14 Workplace Fairness (Against Defendants Pacific University, Hallick, and Yruegas)

15 ORS 659A.370

16 65.

17 Plaintiff realleges and incorporates paragraphs 1 through 64 above.

18 66.

19 Defendants violated ORS 659A.370 by demanding that all Pacific employees sign a
20 “Code of Conduct” that contained a confidentiality provision in violation of Oregon law. In
21 addition, Defendants threatened both Plaintiff and other employees that they would face grave
22 consequences, including termination or criminal charges, if they violated the Code of Conduct
23 by speaking with anyone about any of the Pacific employment practices, or anything else
24 happening at Pacific.

1 67.

2 Defendant Hallick is personally and directly responsible for this violation of Oregon law,
3 because as the President of Pacific University, she either knew or should have known of the
4 illegality of the confidentiality provision, and the threats issued in its name. In addition, Dr.
5 Paxton alerted Pacific University to the illegality of the language, and yet, to this day, it remains
6 the same. Upon information and belief, Ms. Yruegas was the author of the illegal Code of
7 Conduct language, and she has also been made aware that the language is prohibited under
8 Oregon law. Because drafting, maintaining, and threatening employees with illegal policies is
9 not a likely component of her job description, Ms. Yruegas was also acting outside the
10 boundaries of her normal job duties, thus subjecting her to individual liability.

11 **FIFTH CLAIM FOR RELIEF**

12 Intentional Infliction of Emotional Distress (Against all Defendants)

13 68.

14 Plaintiff realleges and incorporates paragraphs 1 through 67 above.

15 69.

16 Plaintiff and Defendants were in a special relationship, as opposed to that of people in
17 the ordinary course of business.

18 70.

19 Defendants' conduct was intentional, transgressing the bounds of socially tolerable
20 conduct. Defendants knew that their actions were having the effect of inflicting severe
21 emotional distress upon Plaintiff, and yet their actions continued (and continue to this day).
22 Intentional infliction of emotional distress was the vehicle by which Defendants sought to force
23 Plaintiff to resign against his will, so Defendants were well-aware that their conduct would
24 cause Plaintiff emotional distress. That was the whole point of the vague allegations of "sexual
25 misconduct" with no proof, no due process, and no provision of evidence to Plaintiff.
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71.

Defendant Hallick is personally and directly responsible for all damages suffered by Plaintiff, because as the President of Pacific University, she either knew or should have known of the actions being taken against Dr. Paxton, and she should have stepped in. The same is true for Mr. Miller, Mr. Gustavson, and Ms. Phillips who, due to their roles, would have been involved in the intentional infliction of emotional distress. In each of their roles, they were supposed to serve as a barrier between bad actors (like Ms. Yruegas, who is also individually liable) and Pacific employees, and not only did they fail to intervene, but they actually supported the bad acts. Because their job descriptions do not likely include intentionally inflicting emotional distress upon Pacific University employees, Yruegas, Miller, Phillips, and Gustavson were also acting outside of the normal scope of their employment, thus subjecting them to personal liability.

SIXTH CLAIM FOR RELIEF

Reckless Infliction of Emotional Distress (Against all Defendants)

72.

Plaintiff realleges and incorporates paragraphs 1 through 71 above.

73.

Defendants created and maintained a professional assault against Plaintiff which they knew was creating tremendous emotional distress for him. Many various advocacy groups approached Defendants and plead with them to reinstate Dr. Paxton, as he had clearly done nothing wrong. In particular, the AAUP sent several letters to Defendants advising them that an indefinite suspension of a full professor not only violated AAUP guidelines, but Pacific University's own policies (as well as Title IX). Defendants were put on notice on multiple occasions that Plaintiff was suffering emotional distress from being suspended without any due process, in addition to being denied any of the relevant and unmolested evidence Pacific

1 claimed to have against him. This modern-day star chamber caused, and continues to cause,
2 severe emotional damages to Dr. Paxton.

3 74.

4 Plaintiff, as a tenured professor, has a legally-protected interest in his employment.
5 Tenure has long been understood to create a property right in ongoing employment, subject to
6 certain limitations. Defendants' actions have violated Plaintiff's legally-protected right to teach,
7 not simply to be paid, and to enjoy all of the other benefits of a full professorship.

8 75.

9 Defendant Hallick is personally and directly responsible for all damages suffered by
10 Plaintiff, because as the President of Pacific University, she either knew or should have known
11 of the actions being taken against Dr. Paxton, and she should have stepped in. The same is true
12 for Mr. Miller, Mr. Gustavson, and Ms. Phillips who, due to their roles, would have been
13 involved in the reckless infliction of emotional distress. In each of their roles, they were
14 supposed to serve as a barrier between bad actors (like Ms. Yruegas, who is also individually
15 liable) and Pacific employees, and not only did they fail to intervene, but they actually
16 supported the bad acts. Because their job descriptions do not likely include recklessly inflicting
17 emotional distress upon Pacific University employees, Yruegas, Miller, Phillips, and Gustavson
18 were also acting outside of the normal scope of their employment, thus subjecting them to
19 personal liability.

20 **SEVENTH CLAIM FOR RELIEF**

21 Breach of Contract (Against all Defendants except Watson)

22 76.

23 Plaintiff realleges and incorporates paragraphs 1 through 75 above.

24 77.

25 The Handbook is the contract governing Plaintiff's employment as a tenured professor.
26

1 For over 15 years, Plaintiff performed his duties under the contract without incident. He was in
2 such good standing in 2019 that he was awarded a sabbatical. Under the Handbook, Plaintiff
3 has a two-year post-sabbatical contract of continuing employment, in addition to the implied
4 contract of indefinite employment, subject to certain limitations. Defendants' actions in
5 suspending Plaintiff and ultimately constructively discharging him without cause were a breach
6 of the employment contract, resulting in damages to be determined at trial.

7 78.

8 For years, Plaintiff relied upon Defendants to meet their promises under the Handbook,
9 and until 2020, Defendants did so. However, by the time Defendants so grossly breached the
10 contract, Plaintiff was too old to find employment at another university. His reliance upon
11 Defendant continuing to adhere to the terms of his employment contract resulted in him not
12 seeking employment elsewhere in the prior years. If he had known his contract would be
13 breached, he would have found another university with a reputation for following tenure
14 policies and protocols. Therefore, Plaintiff detrimentally relied on Defendant not breaching the
15 contract, and as a result, he has suffered and will continue to suffer both economic and non-
16 economic damages.

17 79.

18 Defendant Hallick is personally and directly responsible for all damages suffered by
19 Plaintiff, because as the President of Pacific University, she either knew or should have known
20 of the actions being taken against Dr. Paxton that constituted a breach of his employment
21 contract, and she should have stepped in. The same is true for Mr. Miller, Mr. Gustavson, and
22 Ms. Phillips. In each of their roles, they were supposed to serve as a barrier between bad actors
23 (like Ms. Yruegas, who is also individually liable) and Pacific employees, and not only did they
24 fail to intervene, but they actually supported and encouraged the bad acts. Because their job
25 description do not likely include breaching contracts on behalf of Pacific University, Yruegas,
26 Miller, Phillips, and Gustavson were also acting outside of the normal scope of their

1 employment, thus subjecting them to personal liability.

2
3 **EIGHTH CLAIM FOR RELIEF**

4 Intentional Interference with Contractual Relations (Against Defendants Pacific
5 University, Yruegas, and Watson)

6 80.

7 Plaintiff realleges and incorporates paragraphs 1 through 79 above.

8 81.

9 Defendant Jennifer Yruegas acted outside the proper scope of her employment when
10 she conspired to illegally terminate Plaintiff. Her actions constituted a purposeful breach of
11 legal ethics, state and federal laws, Pacific University policies, and Plaintiff’s employment
12 contract (the Handbook). As such, she cannot be construed to have been acting in her role as a
13 Pacific University employee, but rather, as a third party.

14 82.

15 Defendant Yruegas used improper means to interfere with Plaintiff’s employment
16 contract with Pacific University. She lied to him about the allegations against him, she
17 manipulated witnesses to support her actions, she attempted to fraudulently induce him into
18 signing a separation agreement, she failed to follow Pacific University policies and procedures
19 in her dealings with Plaintiff, and she flagrantly violated the due process requirements under
20 Title IX.

21 83.

22 As a direct result of Defendant Yruegas’ illegal and unethical conduct, Plaintiff was
23 suspended from his job for eight months (and counting, because as of the date of this filing he
24 is still suspended), in direct violation of both his contract, as dictated by the Handbook, as well
25 as Pacific University’s policies. As a direct result of Defendant Yruegas’ conduct, Plaintiff has
26 suffered damages to his professional reputation, making it unlikely he will be able to secure

1 future employment, and other damages associated with being locked out of the university
2 systems, meetings, and facilities.

3 84.

4 Defendant Lori Watson is a third party who was retained to conduct an “independent
5 investigation” into the allegations against Defendant. Since she was hired by Pacific University
6 in October, 2020, she has not conducted a competent or appropriate investigation, and she has
7 not been independent. Rather, she has served as a tool by which Defendants seek to excise
8 Professor Paxton from his tenured position, thereby aiding Pacific in its contractual breach.

9 85.

10 Ms. Watson has failed on every level to conduct an investigation that meets any
11 standards of normal protocols within the investigator community. She has refused multiple
12 requests to meet with Dr. Paxton, to provide him the class recordings to refresh his
13 recollection, to interview students in the classes who did not complain, or to question the
14 motivations of other Defendants, which any competent investigator would do under these
15 bizarre circumstances. In addition, Ms. Watson has taken an obscene amount of time to
16 conduct her “investigation,” which is not only poor practice, but also in violation of Title IX and
17 Pacific University policies. As such, Ms. Watson is improperly interfering with Dr. Paxton’s
18 contractual relations with his employer.

19 86.

20 Ms. Watson’s failures as an investigator are not a result of strict incompetence. Instead,
21 she is conducting her investigation in a manner intended to either push Dr. Paxton into
22 resigning or to develop a pre-ordained result of improper conduct by Plaintiff, as ordered by the
23 other Defendants in this case. As a result of Ms. Watson’s improper means and improper
24 purpose, Plaintiff’s contract of employment has been breached, he has been constructively
25 terminated, and he has suffered damages to be proven at trial, both economic and non-
26 economic.

1
2 87.

3 Defendant Hallick is personally and directly responsible for all damages suffered by
4 Plaintiff, because as the President of Pacific University, she either knew or should have known
5 that the Watson investigation was a sham, and that Ms. Watson was not following standard
6 investigatory protocols. Hallick also knew or should have known that Defendant Yruegas was
7 acting in a manner far outside her job description, and in an unethical and illegal manner.

8 **NINTH CLAIM FOR RELIEF**

9 Defamation (Against Defendants Pacific University, Hallick, Miller, and Yruegas)

10 88.

11 Plaintiff realleges and incorporates paragraphs 1 through 87 above.

12 89.

13 Defendants, through a letter written by Defendant John Miller, distributed a false and
14 defamatory letter about Dr. Paxton to all Pacific employees on April 27, 2021. The letter
15 contained multiple statements that were not only untrue, but which implied that Dr. Paxton
16 was morally corrupt, a sexual predator, and a safety threat to Pacific employees and students.
17 Mr. Miller knew at the time he wrote and distributed the letter that several statements within
18 it were false or grossly misleading, because such statements previously made by Pacific to the
19 press had been roundly disproved by Dr. Paxton in response. Still, Mr. Miller wrote the letter
20 with the same lies and sent it to every single employee at the university.

21 90.

22 As a direct result of Defendants' conduct in the drafting and distribution of this letter by
23 Defendant Miller, Dr. Paxton suffered damage to his reputation.

24 91.

25 Defendant Hallick is personally and directly responsible for all damages suffered by
26

1 Plaintiff, because as the President of Pacific University, she either knew or should have known
2 that the letter was defamatory. It is highly unlikely that the letter was published without her
3 review and approval. In addition, since it is unlikely that Mr. Miller’s job description includes
4 writing defamatory emails about Pacific employees, his conduct in this instance falls outside his
5 normal course of employment, thereby making him individually liable for the damages suffered
6 by Dr. Paxton. Finally, Defendant Yruegas, upon information and belief, was involved in the
7 drafting and editing of the letter, and therefore, should be held personally liable, because
8 drafting and distributing lies and misleading statements cannot possibly be a component of her
9 job duties or description.

10 **TENTH CLAIM FOR RELIEF**

11 Fraud (Against Defendants Pacific University, Yruegas, Hallick, and Scheenstra)

12 92.

13 Plaintiff realleges and incorporates paragraphs 1 through 91 above.

14 93.

15 Defendants committed fraud against Dr. Paxton when Defendant Ms. Yruegas
16 attempted to fraudulently induce him into signing a separation agreement, lied to him about
17 Title IX parameters, lied to him about the allegations against him, drafted a separation
18 agreement with language that directly conflicted with the facts in that he was told he could not
19 consult with anyone about it and he only had 72 hours to consider it, lied to him about Title IX
20 timing requiring he sign the separation agreement within 72 hours, lied to him about the
21 amount of severance he would receive, threatened him with negative publicity to fraudulently
22 induce him to sign the separation agreement, threatened him with the end of his career and
23 ability to work anywhere else if he did not sign the separation agreement, induced students to
24 make unfounded complaints against him, and conspired with other Defendants, named and
25 unnamed, to force his resignation and to ruin his reputation and career.

1 94.

2 Defendants committed fraud against Dr. Paxton when Defendant Ms. Scheenstra lied to
3 Plaintiff and told him she sent inadvertently sent him his appointment letter to his Pacific
4 University email address.

5 95.

6 Defendant Hallick is personally and directly responsible for all damages suffered by
7 Plaintiff due to this fraud, because as the President of Pacific University, she either knew or
8 should have known that the letter was defamatory. In addition, since it is unlikely that Ms.
9 Scheenstra's job description includes committing fraud against Pacific employees, her conduct
10 in this instance falls outside her normal course of employment, thereby making her individually
11 liable for the damages suffered by Dr. Paxton.

12 WHEREFORE, Plaintiffs prays for his costs and disbursements incurred herein and for the
13 following in accordance with the proof at trial:

- 14 1. Economic damages for an amount not less than \$1,309,000;
- 15 2. Non-economic damages;
- 16 3. Reasonable attorney fees and costs;
- 17 4. Prejudgment and post judgment interest as appropriate and allowed by law;
- 18 5. On all claims, as applicable, amounts necessary to offset the income tax
19 consequences of receiving a lump sum payment rather than receiving a payment of
20 wages over the applicable timeframe;
- 21 6. Injunctive relief ordering defendants to cease and desist their illegal practices under
22 the claim above cited, and ordering defendant to carry out an institute policies,
23 practices, and programs designed to ensure that such violations are not repeated in
24 the future;
- 25 7. A declaration that defendants violated plaintiff's rights under ORS 659A and an
26

