

1 employed in Washington County, Oregon.

2 **PARTIES**

3 3.

4 At all material times, Plaintiff Dr. David Scholnick was an Oregon resident and employed
5 as a tenured professor by Defendant Pacific University.

6 4.

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

11 5.

12 Defendant Jennifer Yruegas is an Oregon resident. At all material times, Yruegas acted
13 within the scope of her employment as HR Director, General Counsel, and Title IX Coordinator
14 at Pacific, except as otherwise set forth below.

15 6.

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

19 7.

20 Defendant Leslie Hallick is an Oregon resident. At all material times, Hallick acted within
21 the scope of her employment as President of Pacific. As President of Pacific University, Hallick is
22 personally liable for all actions by Defendants, under the theory of respondeat superior.
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1 **FACTS**

2 8.

3 Dr. David Scholnick is a 56-year old white male. He was hired as an associate professor
4 by Pacific University in 2006, awarded tenure in 2007, and promoted to full professor in 2011.
5 From the date he was hired in 2006 until July, 2019, his record was exemplary. He had never
6 been disciplined or sanctioned by Pacific in any manner, nor had any student or coworker ever
7 made a complaint against him, formal or informal. He went through the tenure process without
8 a bump, which is rare. He was nominated by Pacific University for a national honor, “Professor
9 of the Year,” twice, and served as chair of every committee he sat on. He was considered one of
10 the more outstanding professors at Pacific in terms of his teaching and research. Dr. Scholnick
11 had long-intended to teach at Pacific University until at least his 70th birthday.

12 9.

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

19 10.

20 Dr. Scholnick took sabbatical leave beginning in May of 2019.

21 11.

22 With no warning that he had done anything wrong, Dr. Scholnick was contacted in July
23 of 2019 and told that he needed to meet with the dean of his college (arts and sciences), Sarah
24 Phillips. He met with her on July 11, 2019; also present was Jennifer Yruegas. He was told there
25 had been a “serious complaint” against him and there would be a “full Title IX investigation” if
26 he did not resign.

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12.

Dr. Scholnick asked over and over again what the complaint was against him. Yruegas, who was doing all the talking as Philips sat silent, would not tell him any specifics at all. She would not tell him who complained, whether it was a student, staff or faculty, about what, when they complained, how the complaint was made, or any details whatsoever. Dr. Scholnick was simply told that it was “very serious,” and that the situation would become “very public,” if he did not resign and thereby forced Pacific to go forward with the investigation. He was specifically told that some Title IX violations could be considered criminal and potentially lead to **criminal charges**, which would be avoided by his resignation.

13.

Plaintiff was told by Yruegas during this meeting if he did not resign, Yruegas would begin an investigation that would cover the entire length of his employment with Pacific University. She was very clear that the investigation would encompass all aspects of his employment going back to 2005, regardless of what was in the supposed “Title-IX complaint,” and that anything negative that was discovered would be used against him. Yruegas told him that the only way to prevent a full university Title IX investigation was if he signed a severance agreement within 24 hours. Defendant Phillips sat silently and said nothing.

14.

Yruegas warned Dr. Scholnick repeatedly to not tell anyone about the situation, and he knew she meant that he could not communicate with counsel, or anyone else, about the sudden demand for his resignation. Yruegas further told him if he discussed the matter with anyone, he would be in violation of the “Code of Conduct” confidentiality provision. Yruegas also told Dr. Scholnick that if he attempted to discover who made the allegations against him, and what the allegations were, that he would be charged with “retaliation.” No allegations of any kind that would call for an investigation under Title IX or any Pacific policy were described to Dr. Scholnick during that meeting, or at any time since. No allegations warranting criminal charges of any kind have ever been provided to Dr. Scholnick.

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Dr. Scholnick asked Dean Philips if he could have 48 hours to decide, and she kindly provided him an extra 24 hours to decide the fate of his entire career. Dr. Scholnick again asked Dean Phillips what the allegations were against him, but she would only tell him that it appeared that it was not a student complaint. She simply restated that the investigation was “serious,” and he should carefully consider his options. When asked if there was any way that he could be cleared of the allegations without it negatively impacting his professional reputation, she said it was highly unlikely, and that there would almost certainly be negative and public consequences.

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15 16.

Because Dr. Scholnick knew he had done nothing wrong, he told Pacific University to go ahead with the Title IX investigation. Pacific hired an outside investigator, Mr. George J. “Jack” Cooper (“Investigator Cooper”) whom Yruegas knew and had worked with in the past. Mr. Cooper has been practicing law since 1972. Upon information and belief, Mr. Cooper does not have any training in Title IX investigations or any specific training in Title IX itself.

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22 17.

Because Pacific University was conducting a Title IX investigation, that investigation should have been predicated upon a “Formal Complaint.” A “Formal Complaint” is defined by Title IX and must be provided to a respondent (Dr. Scholnick) immediately upon the investigation’s initiation. Dr. Scholnick requested the Formal Complaint multiple times. Pacific University never provided the Formal Complaint, or any complaint, to Dr. Scholnick, nor did Investigator Cooper. Upon information and belief, there was no Formal Complaint ever made or filed by anyone against Dr. Scholnick.

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Investigator Cooper interviewed Dr. Scholnick’s entire department, and contacted him on October 24th, 2019, almost four months after the investigation began, for a phone interview.

1 It was only about 48 hours prior to that interview with the outside investigator that Dr.
2 Scholnick was given any sense of the supposed Title IX complaint against him: that he “had
3 treated women differently” in the tenure process than men. Although Plaintiff has never been
4 given any specific details by Pacific University, Investigator Cooper told him that the allegation
5 was that, in his service as Chair of the Department of Biology, Dr. Scholnick had supported the
6 tenure of male professors, but not female professors. Even if this was true, *which it was not*,
7 this allegation does not implicate Title IX.

8 19.

9 Even if the allegation of disparate treatment by Dr. Scholnick between men and women
10 were true, *which it is not*, department chairs do not decide tenure. Department chair is a
11 rotating position with a great deal of responsibility, but absolutely no power or authority over
12 tenure and promotion decisions. Faculty employment, work conditions, salary, raises, research
13 funds, space, etc., are all the purview of the Pacific University administration. Department
14 chairs are not considered administrators and are not given extra salary or administrative status
15 in any manner. In addition, department chairs do not vote on tenure decisions. All tenure and
16 promotion decisions are made by university committees that are comprised of university-
17 appointed faculty: that is to say, there is a clear process in place to ensure multiple reviews
18 prior to tenure. Department chairs have no undue influence over the tenure decisions, and
19 therefore, the allegation of disparate treatment should never have triggered any sort of
20 adverse employment action by Pacific University, to say nothing of a Title IX investigation and a
21 forced resignation.

22 20.

23 At the time of the allegation, no male, besides himself, had come up for tenure or
24 promotion in the Department of Biology during David Scholnick’s employment at Pacific.
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Prior to becoming Department Chair, Dr. Scholnick had opposed the tenure of a single female professor who had come up for tenure (almost 10 years prior) for ethics concerns related to grossly misrepresenting her research accomplishments on her CV. With that single exception, Dr. Scholnick had otherwise *always* supported, typically with glowing letters of support, *all* female colleagues that came up for tenure or promotion at the university, whether or not he was serving as a department chair. Dr. Scholnick was not the only person who opposed this woman's tenure. Dr. Scholnick was not, to his knowledge, investigated for opposing this woman's tenure. Upon information and belief, no other individuals who opposed this woman's tenure were investigated for bias or sanctioned in any manner.

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14 22.

Contrary to the alleged complaint against him, Dr. Scholnick supported the tenure of *all* female professors who were reviewed or who were coming up for tenure or promotion during his time as Department of Biology Chair.

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18 23.

At the time of the alleged complaints, Dr. Scholnick had not been Department of Biology Chair for over a year and was at the beginning of a year-long sabbatical; a time when he would not be on campus, not be involved in any aspect of the review process (with the exception of writing a review letter as required by all faculty), and not have any university responsibilities.

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22 24.

The complaints against Dr. Scholnick were allegedly raised by two female professor colleagues that were planning to apply for tenure while Dr. Scholnick was on sabbatical. Both candidates had been told by the Faculty Personnel Committee ("FPC," the committee that makes tenure and promotion decisions) that there were concerns with their applications. Dr. Scholnick was not a member of the FPC.

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Upon information and belief, Pacific University never instituted an investigation against the members of the FPC who articulated concerns about the two female professors' applications for tenure, nor did Pacific University or any of the named Defendants ever demand the resignation of those FPC members.

26.

Investigator Cooper interviewed Dr. Scholnick on October 24, 2019. Dr. Scholnick was fully cooperative, and the two exchanged subsequent emails indicating Dr. Scholnick's shock, sadness, and surprise at the allegations, defense of himself, and willingness to be helpful in any way. Investigator Cooper informed Dr. Scholnick on October 25, 2019, that he intended to complete a draft letter report by the following week.

27.

Dr. Scholnick was never told by anyone, including Investigator Cooper, that he was being accused of or investigated for aggressive or hostile conduct toward his co-workers, or anyone else. Upon information and belief, aggressive or hostile conduct was never alleged by any of Dr. Scholnick's co-workers, nor was such conduct one of the subjects of Investigator Cooper's investigation, and therefore, Investigator Cooper never made any determination that Dr. Scholnick was "hostile" and "aggressive" toward anyone.

28.

Despite that the Title IX investigation had concluded in October of 2019, Yruegas refused to set a meeting to discuss the outcome with Dr. Scholnick. She told him it could wait until he returned from sabbatical in August 2020, but Dr. Scholnick was understandably anxious to know the results of the Title IX investigation as soon as possible. Yruegas repeatedly dodged a meeting with Dr. Scholnick on the subject until she finally agreed to speak with him on March 25, 2020.

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Due to the COVID-19 pandemic, and the fact that Dr. Scholnick was still on sabbatical, the March 25, 2020 meeting was set for a phone call. On March 25, 2020, it had been almost ten months since a complaint was allegedly lodged against Dr. Scholnick for conduct during his time as Biology Department Chair, and it had been two years since he had held the position of Biology Department Chair. Upon information and belief, the phone call was recorded, and Sarah Phillips was present with Yruegas, although she did not announce herself.

30.

During this call, Yruegas informed Dr. Scholnick that he must resign immediately or he would face tremendous challenges and ruin. Yruegas told him that “the investigation had determined” Dr. Scholnick was biased against women and that that Dr. Scholnick was “hostile,” “aggressive,” “yelled at female colleagues,” and that he brought female colleagues to tears. Upon information and belief, Investigator Cooper’s investigation did not cover any of the allegations with the exception of bias. Yruegas informed Dr. Scholnick that, *based upon Investigator Cooper’s investigation findings*, Dr. Scholnick was a “liability to the University.” Upon information and belief, Dr. Cooper’s investigation did not yield *any* of the findings Yruegas claimed it did. Finally, Yruegas told Dr. Scholnick that the university community would be “put on notice” regarding his “behavior” if he decided to stay. Dr. Scholnick understood this to mean that his name would be smeared, and his reputation ruined by Pacific University to his friends, colleagues, and co-workers, if he did not immediately resign his tenured position and leave the university.

31.

Dr. Scholnick has never been biased against, aggressive toward, or yelled at a colleague in his entire career, whether the colleague was female or not. The allegations against him came after he had worked at the university for approximately 13 years without a single complaint or charge by a co-worker or student.

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9 32.

10 Dr. Scholnick asked to see the allegations; Yruegas refused to provide them. He asked to
11 see the findings of Investigator Cooper, and Yruegas refused that as well, claiming it was
12 “privileged.” Dr. Scholnick indicated during the call that he believed it was illegal to keep the
13 allegations and investigator findings from him. Yruegas told him if he attempted to determine
14 who made complaints against him and for what, that would constitute “retaliation,” which
15 would further put his job in jeopardy. Upon information and belief, Sarah Phillips, Dr.
16 Scholnick’s dean and therefore supposed advocate, sat silently as Yruegas made these
17 statements.

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20 33.

21 By refusing to provide the complaints against him in a Title IX investigation, Yruegas
22 violated the due process requirements under Title IX, as well as the stated policies in the Pacific
23 University Handbook and Title IX policy. Pacific’s ongoing refusal to provide those document as
24 recently as June 12, 2021, is a violation of ORS 652.750.

25
26 34.

During the March 25, 2020 call, Yruegas reiterated her threat from the July 11, 2019 call.
By telling Dr. Scholnick that he should resign or face termination, civil litigation, and criminal
charges, Yruegas gave Scholnick legal advice. She knew he was unrepresented and she had told
him never to discuss the situation with “anyone” except for her. The word “anyone” means
“anyone, including a lawyer.”

35.

It is a violation of the Oregon Rules of Professional Conduct for a lawyer to give legal
advice to an unrepresented party, other than the advice to secure counsel, if the lawyer knows
or reasonably should know that the interests of such a person are or have a reasonable
possibility of being in conflict with the interests of the client or the lawyer’s own interests
(ORCP 4.3 “Dealing with Unrepresented Persons”). There is no doubt that Yruegas’ interests

1 conflicted with Dr. Scholnick’s. There is no doubt that Pacific University’s interests, at that
2 point, were wildly in conflict with Dr. Scholnick’s. There is no doubt that telling an
3 unrepresented person with no legal training that they are not allowed to talk to “anybody,” will
4 result in their assumption that they could not seek advice from a lawyer.

5 36.

6 Arrest and criminal prosecution were never a possibility, and Defendant Yruegas knew
7 that. It is a violation of the Oregon Rules of Professional Conduct for a lawyer to make a false
8 statement of material fact or law (ORPC 4.1” Truthfulness in Statements to Others”). This threat
9 was also a violation of RPC 3.4(g), which reads, “A lawyer shall not . . . threaten to present
10 criminal charges to obtain an advantage in a civil matter unless the lawyer reasonably believes
11 the charge to be true and if the purpose of the lawyer is to compel or induce the person
12 threatened to take reasonable action to make good the wrong which is the subject of the
13 charge.” It is inconceivable that a lawyer with over 20 years of practice under her belt believed
she could have Dr. Scholnick prosecuted.

14 37.

15 Yruegas went on to harangue and abuse Dr. Scholnick, telling him that all of his co-
16 workers said he was a “horrible colleague,” and that the only reason nobody came forward to
17 complain about him before was because they were “afraid of him because he was department
18 chair.” At the time of this call with Yruegas, Dr. Scholnick had not been department chair for
19 almost two years. Upon information and belief, the description of Dr. Scholnick by his
20 colleagues as related to him by Yruegas was not the description his colleagues actually gave of
21 him, but rather, was invented by Yruegas as a further means to harass, intimidate, and frighten
22 Dr. Scholnick, in order to fraudulently induce him to resign. It is a violation of the Oregon Rules
23 of Professional Conduct for a lawyer to make a false statement of material fact or law (RPC 4.1
“Truthfulness in Statements to Others”).

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1 38.

2 Yruegas told Dr. Scholnick if he didn't resign immediately, the matter would become
3 "very public," he would have to go to weekly disciplinary meetings, and if anyone ever
4 complained about him again for *anything*, he would have to repay all the salary he collected
5 while on sabbatical.

6 39.

7 There is no statute, college policy, or provision in the faculty handbook that allows
8 Pacific University to claw back salary. When she made that statement, Defendant Yruegas knew
9 a) Dr. Scholnick would never be asked to repay his salary, and b) Dr. Scholnick could never be
10 compelled to repay his salary to Pacific University.

11 40.

12 It is a violation of the Oregon Rules of Professional Conduct for a lawyer to make a false
13 statement of material fact or law (RPC 4.1 "Truthfulness in Statements to Others").

14 41.

15 Yruegas told Dr. Scholnick that his alleged hostile, aggressive, and sexist conduct had
16 exposed Pacific University to serious legal liability. She went on to say that if Dr. Scholnick were
17 personally named in a lawsuit related to a hostile work environment, he could be found
18 personally liable. She told him that if such an allegation against him was raised in a lawsuit,
19 Pacific University would not defend him, or pay for any settlement or damages related to that
20 sort of lawsuit.

21 42.

22 At the time Defendant Yruegas made those statements to fraudulently induce Dr.
23 Scholnick to sign a separation agreement, she knew that the investigation had *not* shown that
24 Dr. Scholnick was "biased," "hostile," or "aggressive." She also knew that Pacific University had
25 insurance that would cover exactly the type of lawsuit she described (Employment Practices
26 Liability Insurance, or "EPLI") should one ever be threatened or filed naming Dr. Scholnick

1 personally. Yruegas also knew, without question, the university would defend Dr. Scholnick, as
2 well as assume the costs of settlement or awards. Yruegas also knew at the time she made
3 these statements to Dr. Scholnick that Investigator Cooper had not determined that Dr.
4 Scholnick was biased, aggressive, or hostile.

5 43.

6 It is a violation of the Oregon Rules of Professional Conduct for a lawyer to make a false
7 statement of material fact or law (RPC 4.1” Truthfulness in Statements to Others”).

8 44.

9 In fact, Defendant Yruegas is currently personally named in another lawsuit against
10 Pacific University involving almost identical: Washington County Circuit Court case no.
11 21CV21763 (Paxton v. Pacific University et al). In that matter, Yruegas is being defended by the
12 university. The university is paying her legal fees, and, upon information and belief, the
13 university has assured Yruegas they will be responsible for any judgments issued against her
14 personally.

15 45.

16 At the end of the call on March 25, 2020, Dr. Scholnick asked Yruegas what his options
17 were. She told him that if he agreed to resign immediately, he would receive six months of
18 severance pay. She told him that he must decide before the end of the next day.

19 46.

20 When Dr. Scholnick received the proposed “Voluntary Separation and Release
21 Agreement” it only included four months of severance.¹

22 47.

23 Dr. Scholnick signed the agreement because he was terrified of being publicly
24 humiliated, his career and reputation destroyed, and the possibility of arrest and criminal

25 ¹ In addition, the agreement stated on Page 1, Paragraph 1(d) that Dr. Scholnick had been advised to seek advice
26 from independent tax advisors, which was not true. Similarly, Paragraph 9 on page 4 notes he has been “advised to
consult with an attorney and had the opportunity to do so.” Yruegas told him specifically he could not speak with
anyone. Finally, Paragraph 10(ii) on page 5 stated that Dr. Scholnick had 21 days to consider the agreement. None
of those things were true.

1 prosecution. He did not retain a lawyer to help him because Defendant Yruegas had told him he
2 could not speak with anyone.

3 48.

4 Fraud and duress are textbook defenses to a contract, in this case, the separation
5 agreement Dr. Scholnick was forced to sign.

6 **FIRST CLAIM FOR RELIEF**

7 Whistleblower Retaliation (Against all Defendants)

8 ORS 659A.199

9 49.

10 Plaintiff realleges and incorporates by reference herein the allegations contained in
11 Paragraphs 1 through 48 of this Complaint.

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13 50.

14 Plaintiff engaged in protected activity by reporting to Defendant in good faith the
15 Defendants' conduct he believed were violations of federal and state rules and regulations.

16 51.

17 Pacific University took adverse action against Plaintiff by subjecting him to a lengthy and
18 unwarranted investigation, lying about its findings, forcing him to resign, fraudulently inducing
19 him to sign a severance agreement, and refusing to provide him with a certified and complete
20 copy of his personnel records.

21 52.

22 Plaintiff's protected activity was a substantial factor in Defendants' decisions to subject
23 him to an unwarranted investigation to ultimately constructively terminate him by forcing him
24 to resign.

25 53.

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

3 54.

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

9 55.

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

14 56.

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

18 57.

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

21 58.

22 Defendant Hallick is personally and directly responsible for all damages suffered by
23 Plaintiff, because as the President of Pacific University, she either knew or should have known
24 of the actions being taken against Dr. Scholnick, and she should have stepped in to stop those
25 actions. The same is true for Phillips who, due to her participation in the false allegations,
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1 unwarranted Title IX investigation, and forced resignation, failed in her duties as Dean of the
2 College of Arts and Sciences. In each of their roles, Hallick and Phillips were supposed to serve
3 as a barrier between bad actors (like Yruegas, who is also individually liable) and Pacific
4 employees. They failed to intervene, and Phillips actually participated in the illegal conduct.
5 Because their job descriptions do not likely include illegally retaliating against Pacific University
6 employees, Leslie Hallick, Jennifer Yruegas, and Sarah Phillips were acting outside of the normal
7 scope of their employment, thus subjecting them to personal liability. Defendant Yruegas
8 served in the roles as Title IX Coordinator, Associate VP of Human Resources, and General
9 Counsel, and it is unreasonable to assume that retaliating against whistleblowers is a part of
10 any of her job descriptions. This is especially true given that such conduct a) puts her employer
11 in legal jeopardy, and b) violates multiple Oregon Rules of Professional Conduct. Therefore,
12 Defendant Yruegas was especially acting outside the bounds of her employment, and thus
13 should be held personally liable.

14 **SECOND CLAIM FOR RELIEF**

15 Whistleblower Retaliation (Against all Defendants)

16 (Aiding and Abetting)

17 ORS 659A.030(g)

18 59.

19 Plaintiff realleges and incorporates by reference herein the allegations contained in
20 Paragraphs 1 through 58 of this Complaint.

21 60.

22 Plaintiff engaged in protected activity by reporting in good faith conduct by Pacific
23 University that he believed were violations of federal and state rules and regulations.

24 61.

25 Pacific University took adverse action against Plaintiff by subjecting him to a lengthy and
26

1 unwarranted investigation, lying about its findings, forcing him to resign, fraudulently inducing
2 him to sign a severance agreement, and refusing to provide him with a certified and complete
3 copy of his personnel records.

4 62.

5 Plaintiff's protected activity was a substantial factor in Defendants' decisions to subject
6 him to an unwarranted investigation, to lie about the investigations findings, to terminate him
7 by forcing him to resign under duress using fraudulent statements and threats of civil and
8 criminal prosecution, and to withhold his full personnel file from him in violation of Oregon law.

9 63.

10 Plaintiff is entitled to a declaration that Defendants violated his state statutory right to
11 be free of unlawful retaliation for whistleblower activity.

12 64.

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

18 65.

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

23 66.

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

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67.

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

68.

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. Scholnick, and she should have stepped in to stop them. The same is true for Phillips who directly participated in the false allegations, unwarranted Title IX investigation, and forced resignation via fraud and duress. In each of their roles, Hallick and Phillips were supposed to serve as a barrier between bad actors (like Yruegas, who is also individually liable) and Pacific employees. They failed to intervene, and Phillips directly participated in the bad conduct. Because their job descriptions do not likely include aiding and abetting in retaliation against Pacific University employees, Leslie Hallick, Jennifer Yruegas, and Sarah Phillips were all acting outside of the normal scope of their employment, thus subjecting them to personal liability. Defendant Yruegas served in the roles as Title IX Coordinator, Associate VP of Human Resources, and General Counsel, and it is unreasonable to assume that aiding and abetting retaliation against whistleblowers is a part of any of her job descriptions. This is especially true given that such conduct a) puts her employer in legal jeopardy, and b) violates multiple Oregon Rules of Professional Conduct. Therefore, Defendant Yruegas was especially acting outside the bounds of her employment, and thus should be held personally liable.

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)

69.

1 Plaintiff realleges and incorporates paragraphs 1 through 68 above.

2 70.

3 Defendants terminated Plaintiff because of his age and his race, in violation of ORS
4 659A.030(1)(a).

5 71.

6 Defendants subjected Plaintiff to an unfounded Title IX investigation and forced his
7 resignation using lies and threats (otherwise known as “fraud” and “duress”) because of his age
8 and his race, in violation of ORS 659A.030(1)(b). Defendants made false allegations of Title IX
9 violations as a pretext for the real reason Plaintiff was terminated: because he is old and white.
10 This is part of a larger pattern of ongoing conduct by Defendants that will be proven at trial.

11 72.

12 Defendants subjected Plaintiff to an unfounded Title IX investigation and forced his
13 resignation using lies and threats because of his age and his race, in violation of ORS 659A.030
14 (1)(f), because he opposed their unlawful practices, and said so directly to Defendants Yruegas
and Phillips.

15 73.

16 Defendant Hallick is personally and directly responsible for all damages suffered by
17 Plaintiff, because as the President of Pacific University, she either knew or should have known
18 of the actions being taken against Dr. Scholnick, and she should have stepped in to stop them.
19 The same is true for Phillips, who directly participated in the false allegations, unwarranted Title
20 IX investigation, and forced resignation via fraud and duress. In each of their roles, Hallick and
21 Phillips were supposed to serve as a barrier between bad actors (like Yruegas, who is also
22 individually liable) and Pacific employees. They failed to intervene, and Phillips actually
23 participated in the illegal conduct. Because their job descriptions do not likely include taking
24 unlawful employment actions on behalf of Pacific University, Leslie Hallick, Jennifer Yruegas,
and Sarah Phillips were all acting outside of the normal scope of their employment, thus

1 distress. In each of their roles, Hallick and Phillips were supposed to serve as a barrier between
2 bad actors (like Yruegas, who is also individually liable) and Pacific employees, and not only did
3 they fail to intervene, but in Phillips' case, she actually happily joined in with Yruegas'
4 intentional infliction of emotional distress upon Dr. Scholnick. Because their job descriptions do
5 not likely include intentionally inflicting emotional distress upon Pacific University employees,
6 Yruegas, Phillips, and Hallick were all acting outside of the normal scope of their employment,
7 thus subjecting them to personal liability. Defendant Yruegas served in the roles as Title IX
8 Coordinator, Associate VP of Human Resources, and General Counsel, and it is unreasonable to
9 assume that inflicting emotional distress upon Dr. Scholnick is a part of any of her job
10 descriptions. This is especially true given that such conduct a) puts her employer in legal
11 jeopardy, and b) violates multiple Oregon Rules of Professional Conduct. Therefore, Defendant
12 Yruegas was especially acting outside the bounds of her employment, and thus should be held
13 personally liable.

14
15 **SIXTH CLAIM FOR RELIEF**

16 Reckless Infliction of Emotional Distress (Against all Defendants)

17 73.

18 Plaintiff realleges and incorporates paragraphs 1 through 72 above.

19 74.

20 Defendants created and maintained a professional assault against Plaintiff complete
21 with false allegations of Title IX violations and invented accusations of hostile and aggressive
22 conduct. Defendants knew their actions were creating tremendous emotional distress to Dr.
23 Scholnick. In fact, that infliction of emotional distress could not have been more intentional:
24 after all, it was the cudgel by which Defendants forced Dr. Scholnick to resign his beloved
25 tenured teaching position at Pacific University.

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Plaintiff, as a tenured professor, had a legally protected interest in his employment. Tenure has long been understood to create a property right in ongoing employment, subject to certain limitations. Defendants' actions have violated Plaintiff's legally protected right to all the benefits of his full professorship, which he was forced to give up under fraud and duress.

76.

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. Scholnick, and she should have stepped in to stop them. The same is true for Phillips, who fully participated in the reckless infliction of emotional distress. In each of their roles, Hallick and Philips were supposed to serve as a barrier between bad actors (like Yruegas, who is also individually liable) and Pacific employees, and not only did they fail to intervene, but in Phillips' case, took part. Because their job descriptions do not likely include recklessly inflicting emotional distress upon Pacific University employees, Yruegas, Phillips, Hallick and Phillips were all acting outside of the normal scope of their employment, thus subjecting them to personal liability. Defendant Yruegas served in the roles as Title IX Coordinator, Associate VP of Human Resources, and General Counsel, and it is unreasonable to assume that recklessly inflicting emotional distress upon Dr. Scholnick was a part of any of her job descriptions. This is especially true given that such conduct a) puts her employer in legal jeopardy, and b) violates multiple Oregon Rules of Professional Conduct. Therefore, Defendant Yruegas was especially acting outside the bounds of her employment, and thus should be held personally liable.

SEVENTH CLAIM FOR RELIEF

Breach of Contract (Against all Defendants)

77.

Plaintiff realleges and incorporates paragraphs 1 through 76 above.

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The Handbook was the contract governing Plaintiff's employment as a tenured professor. For over 14 years, Plaintiff performed his duties under the contract without incident. He was in such good standing in 2019 that he was awarded a sabbatical. Under the Handbook, Plaintiff had a two-year post-sabbatical contract of continuing employment, in addition to the implied contract of indefinite employment, subject to certain limitations. Defendants' actions in forcing Plaintiff's resignation and fraudulently inducing him to sign a severance agreement under duress were severe and material breaches of the employment contract, resulting in damages to be determined at trial.

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21 79.

For years, Plaintiff relied upon Defendants to meet their promises under the Handbook, and until 2019 and 2020, Defendants did so. However, by the time Defendants so grossly breached the contract, Plaintiff was too old to find employment at another university. Today, instead of enjoying his prestigious career as a tenured professor and putting his PhD to good work educating the minds of others, Dr. Scholnick is a worker in a manufacturing facility. Dr. Scholnick's reliance upon Defendant continuing to adhere to the terms of his employment contract resulted in him not seeking employment elsewhere in the years prior to his illegal forced resignation. If he had known his contract would be unilaterally and illegally breached, he would have found another university with a reputation for following tenure policies and protocols and treating their employees with dignity and respect. Therefore, Plaintiff detrimentally relied on Defendant not breaching the contract, and as a result, he has suffered and will continue to suffer both economic and non-economic damages.

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26 80.

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. Scholnick that constituted a breach of his employment

1 contract, and she should have stepped in to stop them. The same is true for Phillips, who as
2 dean of the College of Arts and Sciences, knew or should have known that the actions being
3 taken against Dr. Scholnick constituted breach of contract. In each of their roles, Hallick and
4 Philips were supposed to serve as a barrier between bad actors (like Yruegas, who is also
5 individually liable) and Pacific employees, and not only did they fail to intervene, but in Phillips
6 case, took part. Because their job descriptions do not likely include facilitating or committing
7 breach of contract, Yruegas, Hallick, and Phillips were all acting outside of the normal scope of
8 their employment, thus subjecting them to personal liability. Defendant Yruegas served in the
9 roles as Title IX Coordinator, Associate VP of Human Resources, and General Counsel, and it is
10 unreasonable to assume that breaching Dr. Scholnick’s employment contract was a part of any
11 of her job descriptions. This is especially true given that such conduct a) puts Yruegas’ employer
12 in legal jeopardy, and b) violates multiple Oregon Rules of Professional Conduct. Therefore,
13 Defendant Yruegas was especially acting outside the bounds of her employment, and thus
14 should be held personally liable.

15 **EIGHTH CLAIM FOR RELIEF**

16 Intentional Interference with Contractual Relations

17 (Against Defendant Yruegas)

18 81.

19 Plaintiff realleges and incorporates paragraphs 1 through 80 above.

20 82.

21 Defendant Jennifer Yruegas acted outside the proper scope of her employment when
22 she conspired to illegally force Plaintiff to resign. Her actions constituted a purposeful breach of
23 legal ethics, state and federal laws, Pacific University policies, and Plaintiff’s employment
24 contract (the Handbook). As such, she cannot be construed to have been acting in her role as a
25 Pacific University employee or agent, but rather, as a third party.
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1 83.

2 Defendant Yruegas used improper means to interfere with Plaintiff's employment
3 contract with Pacific University. She began a Title IX investigation against him when none was
4 warranted, lied to him about the allegations against him, manufactured allegations against him,
5 refused to provide him with the investigation findings, lied to him about those finding, lied to
6 him about the possibility of criminal liability, lied to him about the matter going public,
7 fraudulently induced him into signing a separation agreement, threatened him with civil and
8 criminal legal action, failed to follow Pacific University policies and procedures in her dealings
9 with Plaintiff, failed to follow Oregon law requiring the provision to Plaintiff of a certified copy
10 of his full personnel file, and flagrantly violated the due process requirements under Title IX.

11 84.

12 As a direct result of Defendant Yruegas' illegal and unethical conduct, Plaintiff was
13 forced to resign his tenured position and fraudulently induced to sign a separation agreement
14 in direct violation of both his contract, as dictated by the Handbook, as well as Pacific
15 University's policies. As a direct result of Defendant Yruegas' conduct, Plaintiff has suffered
16 damage to his professional reputation, making it unlikely he will be able to secure future
17 employment.

18 **NINTH CLAIM FOR RELIEF**

19 Fraud (Against all Defendants)

20 85.

21 Plaintiff realleges and incorporates paragraphs 1 through 84 above.

22 94.

23 Defendants committed fraud against Dr. Scholnick when Defendant Yruegas began a
24 Title IX investigation against him when none was warranted, lied to him about Title IX
25 parameters, lied to him about Title IX due process, manufactured allegations against him,
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1 purposefully failed to follow Title IX due process, lied to him about the allegations against him,
2 lied to him about the findings of the investigation, drafted a separation agreement with
3 language that directly conflicted with the facts (in that he was told he could not consult with
4 anyone about it and he had to sign it immediately), lied to him about the amount of severance
5 he would receive, threatened him with civil and criminal action, along with negative publicity,
6 to fraudulently induce him to sign the separation agreement, threatened him with the end of
7 his career and ability to work anywhere else if he did not sign the separation agreement, and
8 conspired with other Defendants, named and unnamed, to force his resignation and to ruin his
9 reputation and career.

95.

10 Defendant Hallick is personally and directly responsible for all damages suffered by
11 Plaintiff, because as the President of Pacific University, she either knew or should have known
12 of the actions being taken against Dr. Scholnick that constituted fraud, and she should have
13 stepped in to stop them. The same is true for Phillips, who as dean of the College of Arts and
14 Sciences knew or should have known that the actions being taken against Dr. Scholnick
15 constituted fraud. In each of their roles, Hallick and Philips were supposed to serve as a barrier
16 between bad actors (like Yruegas, who is also individually liable) and Pacific employees, and not
17 only did they fail to intervene, but in Phillips' case, took part. Because their job descriptions do
18 not likely include facilitating or committing acts of fraud, Yruegas, Hallick, and Phillips were all
19 acting outside of the normal scope of their employment, thus subjecting them to personal
20 liability. Defendant Yruegas served in the roles as Title IX Coordinator, Associate VP of Human
21 Resources, and General Counsel, and it is unreasonable to assume that committing acts of fraud
22 was a part of any of her job descriptions. This is especially true given that such conduct a) puts
23 her employer in legal jeopardy, and b) violates multiple Oregon Rules of Professional Conduct.
24 Therefore, Defendant Yruegas was especially acting outside the bounds of her employment,
25 and thus should be held personally liable.
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2 WHEREFORE, Plaintiffs prays for his costs and disbursements incurred herein and for the
3 following in accordance with the proof at trial:

- 4 1. Economic damages for an amount not less than \$1,987,000;
- 5 2. Non-economic damages;
- 6 3. Reasonable attorney fees and costs;
- 7 4. Prejudgment and post judgment interest as appropriate and allowed by law;
- 8 5. On all claims, as applicable, amounts necessary to offset the income tax
9 consequences of receiving a lump sum payment rather than receiving a payment of
10 wages over the applicable timeframe;
- 11 6. Injunctive relief ordering defendants to cease and desist their illegal practices under
12 the claim above cited, and ordering defendant to carry out and institute policies,
13 practices, and programs designed to ensure that such violations are not repeated in
14 the future;
- 15 7. A declaration that defendants violated plaintiff's rights under ORS 659A and an
16 order requiring defendant to take appropriate steps to make plaintiff whole;
- 17 8. Upon motion, punitive damages; and
- 18 9. Any and all other relief that this Court deems just and proper.

19 Dated this 15th day of June, 2021.

20 /Robin DesCamp

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25 Attorney for Plaintiffs
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