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<p>JOSEPH R. NYRE, Ph.D.; and KELLI L. NYRE;</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>SETON HALL UNIVERSITY; HENRY F. D’ALLESANDRO; MICHAEL J. LUCCIOLA; ANTHONY MASHERELLI; JAMES EDWARD COLLINS; EDWARD CHARLES CERNY IV; ABC CORPORATIONS 1-5 (fictitious names describing presently unidentified business entities); and JOHN DOES 1-5 (fictitious names describing presently unidentified individuals);</p> <p style="text-align: right;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY                  LAW DIVISION: ESSEX COUNTY</p> <p>DOCKET NO.:</p> <p style="text-align: center;"><u>Civil Action</u></p> <p style="text-align: center;"><b>COMPLAINT &amp; DEMAND FOR TRIAL BY JURY</b></p>
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Plaintiffs, Joseph R. Nyre, Ph.D. (“Plaintiff J. Nyre”) and Kelli L. Nyre (“Plaintiff K. Nyre”) (collectively, the “Plaintiffs”), by way of Complaint against Defendants Seton Hall University (“Defendant SHU”), ABC Corporations 1-5 (fictitious names describing presently unidentified business entities) (along with “Defendant SHU,” collectively referred to as the

“Corporate Defendants”), Henry F. D’Allesandro (“Defendant D’Allesandro”), Michael J. Lucciola (“Defendant Lucciola”), Anthony Masherelli (“Defendant Masherelli”), James Edward Collins (“Defendant Collins”), Edward Charles Cerny IV (“Defendant Cerny”), and John Does 1-5 (fictitious names describing presently unidentified individuals) (along with “Defendant D’Allesandro,” “Defendant Lucciola,” “Defendant Masherelli,” “Defendant Collins,” and “Defendant Cerny,” collectively referred to as the “Individual Defendants”) (all collectively “Defendants”), allege as follows:

### **PRELIMINARY STATEMENT**

#### **As to Plaintiff J. Nyre:**

Plaintiff J. Nyre, the former President of Defendant SHU, has compelling and readily provable claims of: (1) retaliation in violation of New Jersey’s Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq. (the “CEPA”); (2) associational discrimination and retaliation in violation of New Jersey’s Law Against Discrimination, N.J.S.A. 10:5-1, et seq. (the “NJLAD”); and (3) breach of the Separation and General Release Agreement (the “Agreement”) entered into between Plaintiff J. Nyre and Defendant SHU. Plaintiff J. Nyre’s wife, Plaintiff K. Nyre, too, has claims of sexual harassment and discrimination in violation of the NJLAD against Defendant SHU and Kevin H. Marino.

The facts of this case exemplify that throughout the course of his tenure as Defendant SHU’s President, Plaintiff J. Nyre complained about multiple violations of applicable law, rules, and regulations governing Defendant SHU’s Board of Regents perpetrated by then-Chair of the Board of Regents, Kevin H. Marino (“Mr. Marino”). Soon into Plaintiff J. Nyre’s tenure, it was uncovered – and he reasonably believed - that Mr. Marino flagrantly and repeatedly violated not only Defendant SHU’s policies throughout his time as Chairman of the Board, but also, State and

Federal laws, regulations, and well-established accreditation standards. Each and every time Plaintiff J. Nyre objected to Mr. Marino's misconduct, Mr. Marino promptly retaliated against Plaintiff J. Nyre. Specifically, Mr. Marino would lodge baseless and retaliatory complaints against Plaintiff J. Nyre accusing him of the very same misconduct which Plaintiff J. Nyre alleged Mr. Marino engaged in. Making matters worse, Mr. Marino would call Plaintiff J. Nyre at all hours of the day and ominously threaten Plaintiff J. Nyre with undisclosed "repercussions" should he continue to resist Mr. Marino's egregiously unlawful conduct.

Regrettably, Defendant SHU failed to uphold its obligation to engage in a timely and effective investigation into Plaintiff J. Nyre's complaints, thereby permitting Mr. Marino to continue violating the law and further retaliate against Plaintiff J. Nyre and others. Despite Plaintiff J. Nyre's repeated complaints and insistence upon Defendants' adherence to applicable rules, regulations, laws, policies, accreditation standards, and procedures, Defendant SHU determined that same only rendered Plaintiff J. Nyre a dissident employee whose employment needed to be terminated so as to allow Mr. Marino to continue flagrantly violating Defendant SHU's policies and procedures, and applicable state and federal law. Ultimately, the course of retaliation culminated in Plaintiff J. Nyre's constructive discharge.<sup>1</sup>

Unfortunately, the retaliation targeted towards Plaintiff J. Nyre did not abate thereafter. In connection with Plaintiff J. Nyre's separation of employment, the parties previously entered into a binding and enforceable Separation and General Release Agreement in 2023 (the "Agreement"). Following the negotiation and execution of the Agreement, Defendant SHU, Mr. Marino, and

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<sup>1</sup> To be sure, Plaintiff J. Nyre did all he possibly could to ensure that Defendants would abide by all applicable laws, policies, bylaws, and accreditation standards. Plaintiff J. Nyre did so at all times during the course of his employment with Defendants, even when Defendant SHU sought to extend his contract. Critically, when Plaintiff J. Nyre sought written assurances that Defendant SHU and its leadership would correct its improper conduct prior to agreeing to said extension, Defendants flippantly refused to provide such representations, presumably for no reason other than to continue violating same with impunity.

several other members of Defendant SHU's Board of Regents, breached several of their obligations under the Agreement to further retaliate against Plaintiff J. Nyre for his aforementioned complaints. As a result of Defendants' campaign of retaliation, which remains ongoing to this day, Plaintiff J. Nyre has, and will continue to, suffer from significant economic and non-economic damages.

**As to Plaintiff K. Nyre:**

Against the backdrop of a compelling case by her husband, Plaintiff K. Nyre brings her own claims of sexual harassment, discrimination, and retaliation against Defendant SHU and Mr. Marino, in clear violation of the NJLAD. Indeed, throughout the course of Plaintiff K. Nyre's tenure as the spouse of Defendant SHU's President, Mr. Marino subjected Plaintiff K. Nyre to several acts of repugnant sexual harassment. By way of example, but not limitation, on one occasion, Mr. Marino (1) touched Plaintiff K. Nyre's back and prevented her from moving; and (2) kissed Plaintiff K. Nyre on the neck without obtaining her consent and whispered into her ear, "you know I love you." Another incident in December 2022 saw Mr. Marino place his hands on Plaintiff K. Nyre's shoulders and make comments in a lascivious tone towards her. Mr. Marino did not treat male employees in such a fashion and specifically targeted Plaintiff K. Nyre.

Suffice to say, Plaintiff K. Nyre was palpably uncomfortable being in the presence of Mr. Marino at several university events. Accordingly, Plaintiff K. Nyre and, as a mandated reporter, Plaintiff J. Nyre complained about and/or reported Mr. Marino's sexual harassment; however, said complaints were to no avail and simply ignored by Defendants. Instead of conducting an impartial and effective investigation designed to put the sexual harassment to a stop, Defendants instead simply doubled down on their retaliatory efforts, subjecting Plaintiff K. Nyre to further sexual harassment at the hands of Mr. Marino.

**As to Plaintiffs:**

Fortunately, New Jersey law provides redress for individuals such as the Plaintiffs. Accordingly, Plaintiffs bring this lawsuit to avail themselves of their rights under the law.

**PARTIES**

1. Plaintiff J. Nyre is an individual and domiciliary of the State of New Jersey presently residing in Chatham, New Jersey. At all times relevant herein, Plaintiff J. Nyre was employed by Defendant SHU as the President of Defendant SHU.

2. Plaintiff K. Nyre is an individual and domiciliary of the State of New Jersey presently residing in Chatham, New Jersey. At all times relevant hereto, Plaintiff K. Nyre was, and is, married to Plaintiff J. Nyre.

3. Defendant SHU is a non-profit corporation organized and existing under the laws of the State of New Jersey, maintaining a primary place of business located at 400 South Orange Avenue, South Orange, New Jersey 07079. At all times relevant hereto, Defendant SHU is an “employer” as defined under the NJLAD and CEPA, the “owner of a place of public accommodation” as defined under the NJLAD and directly and/or jointly employed Plaintiffs as well as Defendants D’Alessandro, Lucciola, Masherelli, Collins, and Cerny.

4. Defendant D’Alessandro, at all times relevant hereto, was employed by Defendant SHU as the Vice Chair, and then Chair of the Board of Regents and, upon information and belief, is a domiciliary of the State of New Jersey. These claims are brought against Defendant D’Alessandro in his individual capacity and as an agent and/or servant of Corporate Defendants who aided and abetted in the discrimination, retaliation, and unlawful conduct alleged herein. At all times relevant hereto, Defendant D’Alessandro is an “employer” as defined under the NJLAD and CEPA.

5. Defendant Lucciola, at all times relevant hereto, was employed by Defendant SHU initially as a Regent, and then as the Vice Chair of the Board of Regents and, upon information and belief, is a domiciliary of the State of New Jersey. These claims are brought against Defendant Lucciola in his individual capacity and as an agent and/or servant of Corporate Defendants who aided and abetted in the discrimination, retaliation, and unlawful conduct alleged herein. At all times relevant hereto, Defendant Lucciola is an “employer” as defined under the NJLAD and CEPA.

6. Defendant Masherelli, at all times relevant hereto, was employed by Defendant SHU as the Chair of the Audit Committee of the Board of Regents and, upon information and belief, is a domiciliary of the State of New Jersey. These claims are brought against Defendant Masherelli in his individual capacity and as an agent and/or servant of Corporate Defendants who aided and abetted in the discrimination, retaliation, and unlawful conduct alleged herein. At all times relevant hereto, Defendant Masherelli is an “employer” as defined under the NJLAD and CEPA.

7. Defendant Collins, at all times relevant hereto, was employed by Defendant SHU as the Chair of the Special Investigative Committee and the Academic Affairs Committee of the Board of Regents and, upon information and belief, is a domiciliary of the State of Iowa. These claims are brought against Defendant Collins in his individual capacity and as an agent and/or servant of Corporate Defendants who aided and abetted in the discrimination, retaliation, and unlawful conduct alleged herein. At all times relevant hereto, Defendant Collins is an “employer” as defined under the NJLAD and CEPA.

8. Defendant Cerny, at all times relevant hereto, was employed by Defendant SHU as the Chair of the Finance Committee of the Board of Regents and, upon information and belief, is

a domiciliary of the State of New Jersey. These claims are brought against Defendant Cerny in his individual capacity and as an agent and/or servant of Corporate Defendants who aided and abetted in the discrimination, retaliation, and unlawful conduct alleged herein. At all times relevant hereto, Defendant Cerny is an “employer” as defined under the NJLAD and CEPA.

9. Defendants ABC Corporations 1-5 are currently unidentified business entities that acted in concert with Corporate Defendants and/or currently unidentified business entities responsible for the creation and/or implementation of anti-discrimination and/or anti-retaliation policies of Corporate Defendants, and/or currently unidentified business entities that may have liability for the damages suffered by Plaintiffs under any theory advanced herein.

10. Defendants John Does 1-5 are currently unidentified individuals who have acted in concert, aided and abetted, were complicit in, engaged in, and/or encouraged unlawful conduct with regard to the instant matter, and/or were responsible for the creation and/or implementation of anti-discrimination and/or anti-retaliation policies of Corporate Defendants, and/or are currently unidentified individuals who may have liability for the damages suffered by Plaintiffs under any theory advanced herein.

### **FACTS COMMON TO ALL CLAIMS**

11. Corporate Defendants claim, at all times relevant hereto, that they had in effect at their facilities and locations within the State of New Jersey specific policies prohibiting harassment, discrimination, and retaliation.

12. Corporate Defendants claim, at all times relevant hereto, that they had in effect at their facilities and locations within the State of New Jersey a zero-tolerance policy when it comes to harassment, discrimination, and retaliation.

13. Corporate Defendants claim, at all times relevant hereto, that they had in effect at their facilities and locations within the State of New Jersey policies and procedures requiring an employee who believes he or she was the victim of harassment, discrimination, or retaliation to report the harassment to supervisory or management staff of Corporate Defendants.

14. Corporate Defendants claim, at all times relevant hereto, that they had in effect at their facilities and locations within the State of New Jersey policies and procedures committing them to undertake prompt and effective remedial measures to put a stop to any harassment, discrimination, or retaliation they found to exist at Corporate Defendants.

15. Corporate Defendants claim, at all times relevant hereto, that they had in effect at their facilities and locations within the State of New Jersey policies encouraging employees to disclose to supervisors or managers of the company any conduct engaged in by the company or a co-worker which an employee reasonably believed violated state or federal law.

16. Corporate Defendants claim, at all times relevant hereto, that it had in effect at their facilities and locations within the State of New Jersey policies prohibiting retaliation against an employee who discloses to a supervisor or manager any conduct engaged in by the company or a co-worker which the employee reasonably believes is or was a violation of laws, rules, or regulations.

17. Corporate Defendants claim, at all times relevant hereto, that it had in effect at their facilities and locations within the State of New Jersey policies prohibiting retaliation against an employee who discloses to a supervisor or manager any conduct engaged in by the company or a coworker which the employee reasonably believes is or was unethical.

18. Corporate Defendants claim, at all times relevant hereto, that it had in effect at their facilities and locations within the State of New Jersey policies prohibiting an employee from



suffering retaliation for disclosing to supervisors or managers of Defendants any conduct engaged in by the company or a co-worker which an employee reasonably believes is or was a violation of Corporate Defendants' company policies.

**I. FACTS PERTAINING TO PLAINTIFF J. NYRE**

**A. Plaintiff J. Nyre Commences His Tenure As President At Defendant SHU Where He Is, At All Times, A Competent And Diligent Employee.**

19. In or around the 2017 to 2018 academic year, Defendant SHU actively lobbied for Plaintiff J. Nyre to be appointed as Defendant SHU's next president.

20. At that time, Plaintiff J. Nyre was serving his seventh (7<sup>th</sup>) year as president of another university, Iona University ("Iona") and, as such, declined to be interviewed at that time.

21. The following year, Plaintiff J. Nyre was serving his eighth (8<sup>th</sup>) year as president of another university when Defendant SHU attempted to recruit Plaintiff J. Nyre again.

22. This time, Plaintiff J. Nyre accepted the invitation and, ultimately, was offered the position of Defendant SHU's president in or around early-2019.

23. On August 1, 2019, Plaintiff J. Nyre officially became Defendant SHU's twenty-first (21<sup>st</sup>) president.

24. However, and indicative of his loyalty and commitment to assist the university in any way possible, as of July 15, 2019, and continuing until his formal start date, Plaintiff J. Nyre began volunteering his time to assist in the handling of an ongoing investigation related to misconduct of previous clergymen employed by Defendant SHU.

25. More specifically, Plaintiff J. Nyre cancelled a family vacation and volunteered his time during the last two (2) weeks of July 2019 to provide his assistance in closing out Defendant SHU's investigation into former Cardinal Theodore McCarrick ("Cardinal McCarrick") and others

alleged sexual abuse of seminarians and began preparing for the required actions and communications resulting from the investigation.

26. Additionally, and demonstrating his commitment and loyalty to Defendant SHU and its students, Plaintiff J. Nyre graciously donated a portion of his salary back to Defendant SHU each and every year he served as President.

27. In his time, Plaintiff J. Nyre was recognized by not only several Defendant SHU publications, but also, annual presidential evaluations, as a very successful president of the university. Among other things, Plaintiff J. Nyre and his leadership team accomplished the following, many of which were highlighted in Plaintiff J. Nyre's letter to the Seton Hall Community which was co-drafted by Defendant SHU and approved by Defendant D'Allessandro:

- Successfully led the school through the unprecedented COVID-19 pandemic, emerging on the other side as a healthier and stronger institution for higher education;
- Developed and executed a new strategic plan informed by all Defendant SHU constituencies, resulting in many of the outcomes noted below;
- Recruited and enrolled the most-qualified freshman class in Defendant SHU's documented history;
- Increased retention and graduation rates while also reaching new highs for graduate school and career placements post-graduation;
- Organized, planned, and launched the university's largest and most comprehensive fundraising campaign to fund the best faculty, students, academic programs, and building projects throughout Defendant SHU's campus to be completed in the next decade;
- Organized, launched and completed a campus master planning process for the next thirty (30) years and immediate funding for campus enhancements;

- Strengthened Defendant SHU's academic profile by introducing and launching a myriad of new academic programs, centers, academies, and global partnerships; and
- Significantly strengthened the fiscal health of Defendant SHU to support a vibrant and successful future for decades to come.

28. In short, and by all accounts, Plaintiff J. Nyre performed his job duties with the utmost competence and diligence, loyally committed to Defendant SHU and the students which it serves. In fact, several members of the Board of Regents and alumni regularly referred to Plaintiff J. Nyre as the "best president we've had in over 20 years."

29. Despite his demonstrated ability and optimism about the prospects of long-term employment, Plaintiff J. Nyre's extended and continued employment with Defendant SHU came to a grinding halt after he was subjected to an onslaught of targeted retaliation by Mr. Marino, Defendant SHU's then-Chairman and current member of Defendant SHU's Board of Regents (the "Board"), and by other key leaders of the Board.

30. More specifically, after Plaintiff J. Nyre raised concerns about Defendant SHU's conduct which he reasonably believed violated applicable rules, regulations, policies, accreditation standards, and procedures of Defendant SHU, Mr. Marino subjected Plaintiff J. Nyre to multiple severe adverse employment actions, ultimately culminating in Plaintiff J. Nyre's constructive discharge.

**B. Plaintiff J. Nyre Observes And Objects To Mr. Marino's Violations Of Defendant SHU's Applicable Policies, Procedures, And Bylaws.**

**i. Mr. Marino Attempts To Wrongfully Interfere With Hiring Procedures Because Of A Conflict Of Interest.**

31. First, and in blatant violation of Defendant SHU policy, Mr. Marino attempted to force Plaintiff J. Nyre to hire Mr. Marino's close friend, Mariellen Dugan ("Ms. Dugan"), as general counsel for Defendant SHU following the departure of previous counsel.

32. Upon the departure of Defendant SHU's general counsel, Plaintiff J. Nyre created a search committee to conduct a national search for the vacant position which is, critically, the procedure by which Defendant SHU fills vacancies in the executive cabinet.

33. However, instead of conducting the search in accordance with school policies and practices, Mr. Marino instead wrongfully tried to force Plaintiff J. Nyre to hire Ms. Dugan. Moreover, Mr. Marino also wanted to pay Ms. Dugan a salary which was \$165,000.00 higher – a more than 50% increase – than the salary approved for the general counsel role following the completion of a salary compensation study just prior to Plaintiff J. Nyre's term as President.

34. When Plaintiff J. Nyre objected to Mr. Marino's wrongful efforts to circumvent Defendant SHU (1) hiring policies and procedures, and (2) salary projections for the general counsel role, Mr. Marino became enraged and repeatedly called Plaintiff J. Nyre to berate him for not heeding to Mr. Marino's unlawful demands.

35. Not only would Mr. Marino scream at Plaintiff J. Nyre, but also, he would ominously threaten Plaintiff J. Nyre with unspecified repercussions should Plaintiff J. Nyre continue to insist on following appropriate university policy.

36. Ultimately, in or around the Spring of 2020, Defendant SHU selected its general counsel who, importantly, **was not** the individual Mr. Marino had been advocating for.

37. After his candidate was not hired, Mr. Marino began demanding that Plaintiff J. Nyre order the new general counsel to retain Mr. Marino's candidate for various matters to be handled by outside counsel.

38. When Plaintiff J. Nyre refused to submit to Mr. Marino's wrongful threats in that regard, he again became enraged and routinely berated both Plaintiff J. Nyre and the new general counsel via phone calls, face-to-face interactions, and pre- and post-campus meetings, or at committee meetings, for refusing to retain Mr. Marino's friend to handle legal matters on behalf of Defendant SHU.

39. At one point, Mr. Marino's conduct became so unbearable that Defendant SHU's general counsel asked to avoid in-person committee meetings with Mr. Marino.

40. On several occasions over the following two (2) years, Mr. Marino would repeatedly demand that Plaintiff J. Nyre terminate the general counsel in favor of his candidate, despite the fact that there was no cause whatsoever to justify said termination.

41. Plaintiff J. Nyre objected to, and refused to acquiesce to, each of Mr. Marino's wrongful threats and reported Mr. Marino's deceptive, unlawful, and improper conduct to Regent Patrick Murray ("Regent Murray"), the Chair of the Committee on Regents for the Seton Hall University Board of Regents. Indeed, and as discussed further below, throughout his tenure as President, Plaintiff J. Nyre insisted upon, and advocated for, Defendant SHU to abide by all applicable bylaw and accreditation standards as well as the fair and ethical treatment of all employees, particularly women.

**ii. Mr. Marino Attempts To Wrongfully Force Plaintiff J. Nyre To Offer Admission To Underqualified Students.**

42. Then, in blatant violation of Defendant SHU admission policies, and in a calculated effort to deploy deceptive tactics so as to skew admission standards and criteria, Mr. Marino

repeatedly pressured Plaintiff J. Nyre to admit students to graduate programs within Defendant SHU's School of Health and Medical Sciences (the "School of Health"). Similarly, Mr. Marino also pressured the Dean of Defendant SHU's School of Law (the "Law School") to admit underqualified students into the Law School.

43. In one such instance, Mr. Marino conducted an interview and provided a reference for one particular student (the "applicant") in connection with their application to the School of Health. The applicant was a close personal friend of a former client of Mr. Marino, Robert Brennan ("Mr. Brennan"), who was, notably, a Board Member prior to his felony conviction.

44. Despite being underqualified for the program within the School of Health—which was one of, if not the most, selective graduate programs within Defendant SHU—Mr. Marino repeatedly attempted to force Plaintiff J. Nyre and other employees of Defendant SHU to admit the applicant.

45. After the applicant was not selected for admission to the program, Mr. Marino became furious and repeatedly demanded that Plaintiff J. Nyre use his authority as the President of Defendant SHU to admit the applicant, despite clearly being underqualified for admission.

46. After the candidate was ultimately not admitted to the School of Health, Mr. Marino demanded Plaintiff J. Nyre use his authority as President to fire the presiding Dean of the School of Health.

47. When Plaintiff J. Nyre refused to acquiesce to same, and noted the termination could be viewed as a violation of Defendant SHU's rules and applicable law prohibiting retaliation, Mr. Marino demanded an investigation into the Dean's admissions practices.

48. Plaintiff J. Nyre, once again, refused and advised Mr. Marino that same, too, would be viewed as retaliatory and not only cause significant concerns from Defendant SHU's accrediting body, but also, further violate Defendant SHU's policies, values and stated mission.

49. Next, Mr. Marino demanded that Plaintiff J. Nyre turn over confidential student records for all admitted students to the academic program in the School of Health simply so Mr. Marino could personally evaluate the students' relative qualifications. When Plaintiff J. Nyre rebuffed this egregiously improper and unlawful demand, citing concerns pursuant to the Federal Education Rights and Privacy Act ("FERPA"), Mr. Marino became enraged and loudly stated that he was "Chairman of the fucking Board" and a "million-dollar donor" whose unlawful demands must be met.

50. Then, Mr. Marino demanded that a policy be enacted across all schools, colleges, and programs which would remove any and all discretion from the particular school's Dean in admissions procedures. Plaintiff J. Nyre noted his concerns that this could jeopardize both specialized program accreditation standards and the multiple faculty handbooks across the schools and colleges. Nonetheless, Plaintiff J. Nyre committed to asking Defendant SHU's general counsel to review Mr. Marino's request in that regard, in light of the multiple faculty handbooks and varying accreditation standards across the schools. To that end, Plaintiff J. Nyre immediately contacted the general counsel in connection with same.

51. Perhaps unsurprisingly, it was soon learned Mr. Marino had similarly pressured other employees responsible for student admissions not only with this particular applicant, but also, with several other previous applicants for admission to Defendant SHU's various programs as well.

52. To put a finer point on it, Mr. Marino tried to: (1) force Plaintiff J. Nyre to fire the dean of the School of Health within Defendant SHU without cause; (2) pull FERPA-protected confidential student records for his personal inspection; and (3) unilaterally change admissions policies among the entire university to remove any discretion from the deans of the respective schools, all of which Plaintiff J. Nyre reported to the Special Subcommittee of the Committee on Regents.

**iii. Mr. Marino Attempts To Force Plaintiff J. Nyre To Violate Defendant SHU's Building-Naming Policies And Procedures.**

53. Subsequently, Mr. Marino similarly attempted to force Plaintiff J. Nyre to circumvent building naming policies in a calculated effort to appease Mr. Brennan.

54. Specifically, Mr. Marino demanded Plaintiff J. Nyre erect a plaque on the wall of the Recreation and Athletic Center with Mr. Brennan's name and testimonial for Mr. Brennan's support of Defendant SHU. Importantly, Mr. Brennan's name was originally on the building in connection with a donation pledge he made prior to his felony conviction.

55. After Mr. Brennan was convicted, and prior to Plaintiff J. Nyre commencing his tenure with Defendant SHU, the Board of Regents decided to remove Mr. Brennan's name from the building and not require Mr. Brennan to honor his previous financial pledge commitment to Defendant SHU.

56. However, when Plaintiff J. Nyre commenced employment with Defendant SHU, Mr. Marino demanded Plaintiff J. Nyre secretly erect a plaque on the athletic center to honor Mr. Brennan without first seeking Board approval.

57. Plaintiff J. Nyre objected to same because he was reasonably concerned about violations of proper naming policies within Defendant SHU's policy as well as the improper



precedent it would set by simply undoing the work of the Board without first going through the necessary and appropriate steps with respect to same.

58. Incensed, Mr. Marino directly challenged using another donor's name on another building, which had been named for a former Regent and Board Chair in honor of his (1) family, (2) service to Defendant SHU, and (3) donations to Defendant SHU.

59. Insofar as Plaintiff J. Nyre would not acquiesce to Mr. Marino's wrongful threats, Mr. Marino demanded all meeting minutes, gift agreements, and documents related to the decision to remove Mr. Brennan's name from the Recreation and Athletic Center.

60. After receiving these documents and information, Mr. Marino encouraged Mr. Brennan to reach out directly to Plaintiff J. Nyre to have a meeting with him and attempt to convince Plaintiff J. Nyre to circumvent university policy.

61. After holding the meeting off campus with Mr. Brennan in the presence of then-Executive Vice President and Chief of Staff, Patrick Lyons ("Mr. Lyons"), Plaintiff J. Nyre raised the matter with the Executive Committee of the Board and eventually recommended that Defendant SHU close the matter without opening up the issue for re-examination.

62. The Executive Committee of the Board, in turn, unanimously agreed with Plaintiff J. Nyre and closed the matter without erecting the plaque.

63. In a calculated effort to undermine Plaintiff J. Nyre's credibility with the Board, and as espoused below, Mr. Marino then subsequently lied to the Executive Committee by falsely stating that he never supported Mr. Brennan's request to erect a plaque on the Recreation and Athletic Center.

64. Plaintiff J. Nyre reported this chain of events to Regent Murray and also to the Special Subcommittee of the Committee on Regents.

**iv. Mr. Marino Wrongfully Interferes With An Ongoing Investigation Into Embezzlement At Defendant SHU's Law School.**

65. During Plaintiff J. Nyre's tenure, chief financial officer, Donna McMonagle ("Ms. McMonagle"), uncovered financial irregularities at Defendant SHU's Law School that required an independent investigation.

66. In connection with these allegations, Defendant SHU commenced an independent investigation into the alleged embezzlement, which was governed by the Audit Committee of the Board of Regents.

67. Mr. Marino; then-general counsel, Kimberly Capadona ("Ms. Capadona"); Mr. Lyons, and Plaintiff J. Nyre interviewed and recommended attorney Anthony Dougherty, Esq. ("Mr. Dougherty"), of the law firm Archer & Greiner P.C., a firm which regularly conducted legal work for Defendant SHU, to oversee the investigation. Notably, Mr. Dougherty had successfully completed a similar investigation and closed out the resulting legal matters at another university prior to Plaintiff J. Nyre's arrival at said university.

68. Throughout the course of the investigation, Plaintiff J. Nyre learned that, as early as 2019, Mr. Marino was regularly communicating with the Dean of the Law School, Kathleen Boozang ("Dean Boozang"), regarding topics which Defendant SHU's bylaws and policies expressly prohibit between Regents and Deans of the various schools.

69. Among other things, the investigation revealed Mr. Marino had communications with Dean Boozang regarding a range of issues, including the following: (1) raising Dean Boozang's compensation; (2) allocation of university resources for the funding for new Law School faculty lines; (3) the admission of under-qualified students to the Law School, who were the children of Mr. Marino's friends; and (4) confidential information related to faculty

compensation which was discussed in Board meetings to which Dean Boozang was neither attending nor a member.

70. Defendant SHU's own bylaws and policies, as well as the Standards for the Middle States Commission on Higher Education, expressly prohibit direct contact between Regents and the Deans regarding day-to-day decision making, admission decisions and financial aid considerations. Moreover, Defendant SHU's bylaws provide that disclosure of confidential information from Board meetings may implicate Defendant SHU's policy related to conflicts of interest, which requires all Regents to "**treat information received from the University as strictly confidential.**"

71. While the investigation into the alleged embezzlement was ongoing, Dean Boozang announced her resignation from the Law School; thereafter, Mr. Marino's violations of rules and regulations not only continued, but also, further escalated.

72. Commencing in or around August 2022, Mr. Marino began speaking privately with Dean Boozang's individual counsel regarding the terms of her ultimate departure from the Law School.

73. At that time, Plaintiff J. Nyre repeatedly advised Mr. Marino that such conversations should wait until the investigation had concluded, especially any such discussions which might reflect or prematurely determine what the investigation would ultimately uncover. In those conversations, Plaintiff J. Nyre specifically advised Mr. Marino that said conversations should be directed to, and handled by, Defendant SHU's general counsel, not Mr. Marino.

74. Plaintiff J. Nyre reasonably believed these conversations were inappropriate because they might undermine the integrity of the investigation since the investigation was, at that point, still active and ongoing.

75. Upon information and belief, Mr. Marino's improper conduct did not stop.

76. Indeed, on or about August 29, 2022, Mr. Marino called Plaintiff J. Nyre and insisted that he attend a dinner with Mr. Marino and Dean Boozang's attorney so they could "work out an exit package for [Dean Boozang]" **before** the investigation concluded.

77. Despite this insistence, Mr. Marino was intent on awarding Dean Boozang a seven-figure settlement before the investigation was completed while, simultaneously, publicly advising the Board of Regents that no such determination should be made until the conclusion of the investigation.

78. Recognizing that the contact would violate the applicable rules and bylaws, Plaintiff J. Nyre declined and urged Mr. Marino to direct all communications regarding the investigation to Defendant SHU's general counsel so as to avoid compromising the integrity of the investigation.

79. Mr. Marino not only tampered with the investigation and attempted to directly influence Dean Boozang's compensation while the investigation was pending, but also, improperly spoke directly with employees of the Law School related to their compensation and promised to get them raises.

80. From in or around September 2022 until in or around November 2022, Mr. Marino pressed Plaintiff J. Nyre – at times aggressively – regarding the terms of Dean Boozang's potential separation package while continuing to simultaneously report to the Audit Committee and the Board of Regents that no such determination should be made until after the close of the investigation.

81. During a conversation on or about November 7, 2022, Mr. Marino again pressed Plaintiff J. Nyre for a seven-figure settlement package for Dean Boozang. When Plaintiff J. Nyre

advised Mr. Marino that same would be a challenge and that the recommendation was premature, Mr. Marino became angry and abruptly ended the call.

82. One day later, Mr. Marino called an emergency meeting of the Executive Committee of the Board of Regents, attended by Plaintiff J. Nyre and several other members of the Executive Cabinet. At the meeting, Mr. Marino made false statements to the Executive Committee of the Board of Regents regarding information related to the culpability of particular employees in the Law School embezzlement scheme, which Dr. Nyre and Ms. Capadona perceived as a continuation of a campaign to scapegoat an innocent employee.

83. Then, during a November 14, 2022 telephone briefing for Mr. Marino regarding administrative actions taken over the previous weekend at the Law School, and in the presence of Ms. Capadona and Mr. Lyons, Plaintiff J. Nyre asked Mr. Marino about whether or not he had pledged raises to staff members to be funded by a donation he intended to make. Plaintiff J. Nyre was concerned about a Board member promising to change compensation for employees after the Provost previously denied the pay changes and, further, the fact the raises would be directed and funded via donations. At that time, Mr. Marino admitted that he did, in fact, promise to provide raises to certain staff members of the Law School and to fund them with a donation, in blatant violation of Defendant SHU's own policies along with applicable regulations set forth by the Internal Revenue Service ("IRS").

84. Plaintiff J. Nyre reasonably believed—and Defendant SHU's general counsel confirmed—that these efforts violated both Defendant SHU policy and procedure, and regulations promulgated by the IRS.

85. Upon confronting Mr. Marino with his improper conduct, Mr. Marino became enraged and berated both Plaintiff J. Nyre and Ms. Capadona, leaving Ms. Capadona visibly, physically shaking and struggling to gather her belongings and depart the room.

86. Near the end of the call, Mr. Marino threateningly announced he was convening the Executive Committee of the Board of Regents without Plaintiff J. Nyre, who was a voting member of the Executive Committee, and without Ms. Capadona's presence.

87. Plaintiff J. Nyre reported this chain of events to Regent Murray and also to the Special Subcommittee of the Committee on Regents.

**C. Mr. Marino Retaliates Against Plaintiff J. Nyre For Refusing To Engage In The Above Wrongful Acts.**

88. Insofar as Plaintiff J. Nyre refused to heed Mr. Marino's wrongful demands, Mr. Marino called an Executive Committee meeting without Plaintiff J. Nyre – a voting member of the Executive Committee – and Ms. Capadona present so as to share false information and impugn the integrity and leadership of both Plaintiff J. Nyre and Ms. Capadona.

89. Upon information and belief, at the meeting, Mr. Marino was instructed to correct his behavior and actively work to mend his working relationship with Plaintiff J. Nyre.

90. Thereafter, Mr. Marino called Plaintiff J. Nyre to claim he enjoyed working with Plaintiff J. Nyre and inquired about any concerns Plaintiff J. Nyre may have had about Mr. Marino's actions.

91. Although Plaintiff J. Nyre was completely caught off guard, and understandably nervous to share his concerns about Mr. Marino's wrongful conduct due to Mr. Marino's previous threats directed towards him, Plaintiff J. Nyre expressed a few of the concerns discussed above and below to Mr. Marino.

92. Mr. Marino was enraged, began denying engaging in any of the wrongful conduct, and started cursing and using vulgar language directed towards Plaintiff J. Nyre.

93. A few days later, Plaintiff J. Nyre embarked on a donor trip to visit Regents Waldis and McMahon, who were both members of the Executive Committee of the Board of Regents. During the visit, both regents inquired about Plaintiff J. Nyre's working relationship with Mr. Marino. Plaintiff J. Nyre noted he had concerns about Mr. Marino's workplace conduct and regular violations of university bylaws, policies, and accreditation standards. Upon information and belief, both regents then contacted Mr. Marino to express their concerns that Mr. Marino had not rectified his working relationship with Plaintiff J. Nyre.

94. When Plaintiff J. Nyre returned from the aforementioned trip, Mr. Marino decided to work on campus for the day in Plaintiff J. Nyre's office suite, something he had never done before. Given Plaintiff J. Nyre's recent interactions with Mr. Marino, he was highly concerned about Mr. Marino's strange and unexpected presence in that regard.

95. Mr. Marino opted to work in a conference room, with the lights turned off, and demanded a meeting with Plaintiff J. Nyre to discuss Plaintiff J. Nyre's concerns about Mr. Marino's conduct.

96. To be sure, Plaintiff J. Nyre was not prepared to meet with Mr. Marino to discuss each of the several issues Mr. Marino created throughout Plaintiff J. Nyre's tenure as President at Defendant SHU.

97. Although Plaintiff J. Nyre advised Mr. Marino that he was not prepared for any such meeting, Mr. Marino refused to relent and continued demanding to meet with Plaintiff J. Nyre until Plaintiff J. Nyre reluctantly agreed to same.

98. After Plaintiff J. Nyre expressed some of his concerns to Mr. Marino, Mr. Marino brazenly threatened Plaintiff J. Nyre's continued employment with Defendant SHU. Specifically, Mr. Marino ominously told Plaintiff J. Nyre, "when someone is my partner, things go very well for them. **When someone is not my partner, things go very poorly. ... I can guarantee you that it's in your personal and professional best interest to shake my hand, agree to be my partner and tell the Board we have resolved our issues.**"

**D. Plaintiff J. Nyre Reports Mr. Marino's Misconduct And Retaliation To Defendant SHU's Board Of Regents.**

99. Understandably, Plaintiff J. Nyre believed this was a brazen threat for further retaliatory action. Accordingly, Plaintiff J. Nyre complained about and/or reported Mr. Marino's threats to Regent Murray and Richard McMahon ("Regent McMahon"), who served as Chair and Vice Chair on the Committee on Regents, respectively. Subsequently, the Committee on Regents established a special committee and asked Plaintiff J. Nyre to meet with them to report his complaints in more detail.

100. Given the nature of his concerns, and the threats Plaintiff J. Nyre endured from Mr. Marino, Plaintiff J. Nyre recommended either general counsel or outside counsel be present at the special committee meeting. However, Plaintiff J. Nyre's request was denied.

101. On December 16, 2022, Plaintiff J. Nyre attended a meeting (the "December 2022 Meeting") with a subcommittee of Defendant SHU's Committee on Regents (the "Committee"). At that meeting, Plaintiff J. Nyre reported the above and other instances of Mr. Marino's attempted violations of Defendant SHU policies, procedures, regulations, and accreditation standards.

102. During the December 2022 Meeting, Plaintiff J. Nyre advised the Committee that in reporting Mr. Marino's conduct, Plaintiff J. Nyre reasonably believed Mr. Marino violated: (a) Defendant SHU's by-laws; (b) Defendant SHU's Conflicts of Interest and Commitment Policy for



Board of Trustees and Board of Regents (the “Conflict of Interest Policy”); (c) the Protocols for Regents: Admissions, Hiring and Vendor Referral (the “Protocols”); (d) the Statement of Regent Commitment and Responsibility (the “Statement of Commitment and Responsibility”); and (e) the Middle States Commission on Higher Education accreditation standards.

**E. Mr. Marino Sets Out On A Campaign Of Retaliation Against Plaintiff J. Nyre For Reporting His Complaints, Culminating In Plaintiff J. Nyre’s Constructive Discharge.**

103. Plaintiff J. Nyre was made to believe that the December 16, 2022 Meeting was a confidential proceeding. However, it soon became clear that Mr. Marino was informed of Plaintiff J. Nyre’s complaints about him in said meeting and, following same, Mr. Marino launched a campaign of retaliation targeted towards Plaintiff J. Nyre.

104. Upon information and belief, Defendant D’Alessandro advised Mr. Marino about the meeting that same day so Mr. Marino could continue his campaign of retaliation against Plaintiff J. Nyre.

105. Indeed, on the evening of the December 2022 Meeting, Mr. Marino called Defendant SHU’s General Counsel, Ms. Capadona, with the specific intent of forcing Ms. Capadona to make false negative statements about Plaintiff J. Nyre and file a false complaint against Plaintiff J. Nyre for misconduct.

106. Telling of Mr. Marino’s retaliatory motive, he attempted to force Ms. Capadona to report Plaintiff J. Nyre for engaging in the exact wrongful conduct which Plaintiff J. Nyre complained about Mr. Marino in the December 2022 Meeting.

107. The next working day, Mr. Marino appeared on campus and publicly admonished Plaintiff J. Nyre in front of his executive team for reporting Mr. Marino’s wrongful conduct. Specifically, Mr. Marino falsely claimed that Plaintiff J. Nyre had reported inaccurate information

at the December 2022 Meeting and then ominously threatened Plaintiff J. Nyre with nondescript “repercussions” because of his complaints about Mr. Marino.

108. On December 20, 2022, Mr. Marino flippantly claimed Plaintiff J. Nyre defamed Mr. Marino by reporting his concerns in the confidential December 2022 Meeting, contemporaneously demanding copies of Plaintiff J. Nyre’s emails related to same. Plaintiff J. Nyre consulted with attorney Angelo Stio, Esq. (“Mr. Stio”) about drafting Plaintiff J. Nyre’s correspondence in connection with Mr. Marino’s allegations. Then, Mr. Stio drafted Plaintiff J. Nyre’s email communications to Mr. Marino and provided legal advice about Mr. Marino to Plaintiff J. Nyre and Ms. Capadona.

109. Over the next several months, Mr. Marino repeatedly threatened to initiate legal action against Plaintiff J. Nyre because of his complaints and insofar as Plaintiff J. Nyre had reported his concerns to the Committee, Regent Murray, Ms. Capadona, and Mr. Stio. Mr. Marino told Regents “I’ll eat him for lunch in court.”

110. Plaintiff J. Nyre met individually with Regents Murray, Waldis, Boyle, McMahon, and Defendant Lucciola, who were members of the special committee of the December 2022 Meeting, to share his concerns that Mr. Marino’s aggressive and retaliatory behavior was intensifying and spreading to other employees.

111. Mr. Marino further proceeded to disparage Plaintiff J. Nyre to other members of the Board of Regents, baselessly attempting to undermine Plaintiff J. Nyre’s integrity, competence, and workplace conduct in retribution for Plaintiff J. Nyre’s reporting of Mr. Marino’s regular and frequent misconduct.

112. Plaintiff J. Nyre was deeply concerned about Defendant D’Alessandro leaking information to Mr. Marino and the threat of continued retaliation as a result of same. To that end,

Plaintiff J. Nyre wanted to ensure that Mr. Marino's conduct was recorded. Ms. Capadona agreed and suggested Plaintiff J. Nyre document his report of the conduct with Mr. Stio so as to protect the university in the event that Mr. Marino's behavior continued. However, although this was presented to Regent Murray and the remainder of the Committee, Plaintiff J. Nyre's request in that regard was refused and he was directed not to place anything in writing unless requested by the University. This, too, and for good reason, greatly concerned Plaintiff J. Nyre.

113. During the following months, Mr. Marino approached and/or aggressed upon various employees of Defendant SHU regarding Plaintiff J. Nyre, making it clear that repercussions for Plaintiff J. Nyre were imminent.

114. On or about March 22, 2023, at an Audit Committee meeting (the "March 2023, Meeting"), Mr. Marino publicly admonished Ms. Capadona for approximately forty (40) minutes where he baselessly accused Plaintiff J. Nyre and Ms. Capadona of wrongful conduct and questioned their integrity. In the meeting, Mr. Marino threatened Plaintiff J. Nyre's manhood and flippantly claimed that Plaintiff J. Nyre refused to meet with him one-on-one, "like a man," to discuss their differences when, in reality, their differences related solely to Mr. Marino's attempts to violate Defendant SHU's own policies and the law.

115. Immediately thereafter, and in the days following the March 2023 Meeting, at least three (3) Regents on the Audit Committee independently contacted Plaintiff J. Nyre to express their disappointment in Mr. Marino's outrageous attempts to disparage Plaintiff J. Nyre.

116. Despite Plaintiff J. Nyre's complaint of retaliation, and several Regents acknowledging Mr. Marino's retaliatory conduct, no investigation ever took place and Mr. Marino was permitted to continue retaliating against Plaintiff J. Nyre.

**F. Employees Lodge Complaints Of Mr. Marino's Harassment Against Them And Plaintiff J. Nyre Is Retaliated Against For Providing Information In Connection With Same.**

117. On or about March 22, 2023, an employee of Defendant SHU ("Additional Victim 1") lodged a verbal complaint against Mr. Marino for harassment, gender discrimination, and hostile work environment. Said verbal complaint was communicated to both Plaintiff J. Nyre and a Committee of the Board of Regents. On or about March 25, 2023, Additional Victim 1 filed a written complaint with Regent Murray and Plaintiff J. Nyre in connection with same.

118. On or about March 23, 2023, a second employee of Defendant SHU ("Additional Victim 2"), too, filed a verbal report against Mr. Marino for harassment, inappropriate touching, and hostile work environment.<sup>2</sup>

119. Following the reports from Additional Victim 1 and Additional Victim 2, Regent Murray advised that the information should be submitted to the University EEO/Title IX Office. Plaintiff J. Nyre agreed and proceeded accordingly.

120. On or about March 27, 2023, and pursuant to Defendant SHU's policies, Plaintiff J. Nyre submitted said complaints to Defendant SHU's EEO/Title IX Office along with a requested memorandum related to Additional Victim 1's complaint (the "March 27, 2023 Memorandum").

121. In the March 27, 2023 Memorandum, Plaintiff J. Nyre, having previously been required to not provide any information in writing, provided the precise information requested by Chief Equity, Diversity & Compliance Officer, Lori Brown, Esq. ("Ms. Brown"), which was as follows: (a) contextual information related to the incidents reported in Additional Victim 1's complaint; (b) a summary of Additional Victim 2's complaints about Mr. Marino's aggressive and hostile behavior and inappropriate touching towards her; (c) the names of cabinet members who

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<sup>2</sup> Additional Victims 1 and 2 will be collectively referred to herein as the "Additional Victims."

may have knowledge of Mr. Marino's wrongful conduct; and (d) Regents who may have knowledge of Mr. Marino's wrongful conduct. Plaintiff J. Nyre further indicated he had contemporaneous notes detailing Mr. Marino's conduct at various meetings.

122. Notably, no inquiries, document holds, interviews, or investigations proceeded in connection with the Additional Victims' complaints.

123. As requested, Plaintiff J. Nyre filed this report with Ms. Brown and was, at that point, directed by Regent Murray to retain counsel at Defendant SHU's expense in connection with the potential investigation and in accordance with Defendant SHU's indemnification policy.

124. Despite identifying several witnesses to Mr. Marino's misconduct and offering specific documents related to the very concerns raised by Plaintiff J. Nyre and now Additional Victims 1 and 2, Defendant SHU **never** conducted any investigation aside from receiving Plaintiff J. Nyre's memorandum and never even requested the very documents and information which Plaintiff J. Nyre offered to provide.

125. Then, on or about May 8, 2023, Mr. Marino filed his response to the Additional Victims' and Plaintiff J. Nyre's complaints about Mr. Marino in a sworn certification (the "Marino Affidavit").

126. The Marino Affidavit contained several false statements and disparaging comments which were intended to disparage both Plaintiff J. Nyre and Additional Victim 1, accusing them of violating Defendant SHU policy. In further retaliation, the Marino Affidavit demanded discipline against Plaintiff J. Nyre and Additional Victim 1 for their reporting of his misconduct and retaliatory demands.

127. Specifically, and by way of example, but not limitation, Mr. Marino alleged Plaintiff J. Nyre and the Additional Victims made false complaints against Mr. Marino and

baselessly claimed it was actually Plaintiff J. Nyre and Additional Victim 1 who retaliated against Mr. Marino because of his objections to Plaintiff J. Nyre's handling of the investigation involving potential embezzlement at the Law School. Plaintiff J. Nyre found this particularly concerning, as the investigation was led by the Audit Committee of the Board of Regents and wrongfully guided by Mr. Marino himself.

128. Mr. Marino falsely claimed that Plaintiff J. Nyre had engaged in misconduct in connection with the investigation. By way of example, but not limitation, Mr. Marino falsely claimed that Plaintiff J. Nyre unilaterally hired counsel to conduct the investigation, even though Mr. Marino and other executives interviewed the selected attorney, and it was Mr. Marino who presented the selected attorney to the Executive Officers of the Board of Regents and then to the Audit Committee. Mr. Marino also falsely claimed that Plaintiff J. Nyre kept him, and the Board, insufficiently apprised as to the status of the investigation. Indeed, aside from the fact that the Audit Committee of the Board of Regents met nearly weekly, the Board or its Audit Committees also formally convened on no less than sixteen (16) occasions to receive full status reports during the four (4) month investigation, which were often directly from the investigators and provided to Mr. Marino on a near-daily basis. Further, Mr. Marino falsely claimed Plaintiff J. Nyre disparaged Dean Boozang throughout the investigation, when it was Mr. Marino who was regularly disparaging Dean Boozang to Plaintiff J. Nyre.

129. To be sure, none of Mr. Marino's allegations were remotely true whatsoever. Indeed, at all times throughout the course of the investigation, Plaintiff J. Nyre kept the Audit Committee and Mr. Marino fully apprised of any developments he heard. The Board, or its committees, met more frequently about the Law School investigation than it did during the height

of the worldwide COVID-19 pandemic. In fact, at several of these status conference meetings, Mr. Marino actually commended Plaintiff J. Nyre for his work in leading the investigation.

130. Next, Mr. Marino, through Mr. Stio, demanded Plaintiff J. Nyre make a public contribution to the Law School in Mr. Marino's honor as punishment for reporting Mr. Marino's misconduct.

131. The Marino Affidavit was littered with significant misrepresentations of fact and drafted for no reason other than to retaliate against Plaintiff J. Nyre for his complaints about Mr. Marino and for reporting Additional Victim 1's harassment complaint.

**G. Defendants Further Retaliate Against Plaintiff J. Nyre, Forcing Him To Participate In An Alternative Dispute Resolution ("ADR") Program Without His Consent.**

132. On May 9, 2023, Defendant SHU's counsel, Mr. Stio, advised that all parties, including Plaintiff J. Nyre and Additional Victim 1, agreed to partake in an Alternative Dispute Resolution ("ADR") process related to the complaints by and between Plaintiff J. Nyre and Additional Victim 1 and Mr. Marino. Accordingly, Plaintiff J. Nyre was advised that the investigation – which, in reality, never actually began – would be stayed for twenty (20) days.

133. However, Plaintiff J. Nyre never agreed to participate in ADR because he believed ADR was inappropriate in the aforementioned circumstances for a number of reasons.

134. First, Plaintiff J. Nyre never consented to participating in ADR.

135. Second, ADR was not an appropriate process under the circumstances because it was not a dispute between Plaintiff J. Nyre and Mr. Marino. Rather, this was a dispute between Defendant SHU and Mr. Marino, and Plaintiff J. Nyre did nothing other than appropriately (1) discharge his obligation to provide information related to the complaints, and (2) raise his own concerns as to Mr. Marino's misconduct.

136. Nonetheless, Plaintiff J. Nyre received a demand to participate in ADR with Cardinal Joseph W. Tobin and former Governor of the State of New Jersey, Christopher Christie (“Governor Christie”) to resolve the disputes between (1) Additional Victim 1 and Mr. Marino, and (2) Mr. Marino and Defendant SHU.

137. Not only was ADR improper, but also, Defendant SHU attempted to force Plaintiff J. Nyre to participate in the ADR process by refusing to provide Plaintiff J. Nyre’s counsel a copy of the Marino Affidavit for review unless Plaintiff J. Nyre agreed to the proposed mediation.

138. Plaintiff J. Nyre further objected to this demand because former Governor Christie had no official role within Defendant SHU and, therefore, Plaintiff J. Nyre was understandably concerned about providing confidential information to former Governor Christie related to said disputes in violation of Defendant SHU’s policies and applicable law.

139. Furthermore, upon information and belief, former Governor Christie is a close friend of Mr. Marino and, in fact, Mr. Marino recently recruited Governor Christie’s wife to serve on the Board of Regents. In doing so, Mr. Marino often, and proudly, proclaimed that he and the Christies were good friends.

140. Since the ADR process would have been totally improper, and realistically only served as another opportunity to further intimidate Plaintiff J. Nyre, Plaintiff J. Nyre declined to participate in same.

141. Meanwhile, Mr. Marino’s increasingly aggressive behavior continued as he threatened Plaintiff J. Nyre’s continued employment with Defendant SHU and purposely spread false information about Plaintiff J. Nyre to individual Board members in a calculated effort to undermine him.



142. Plaintiff J. Nyre became so concerned with Mr. Marino's increasingly aggressive demeanor and repeated threats about Plaintiff J. Nyre to (1) other employees and (2) directly to Plaintiff J. Nyre himself that Plaintiff J. Nyre requested that Defendant SHU temporarily provide Plaintiff J. Nyre with personal security.

143. Plaintiff J. Nyre's request was ultimately denied which, in turn, forced Plaintiff J. Nyre to seek out and fund security on his own, which was ultimately negated only by Plaintiff J. Nyre's departure from Defendant SHU.

**H. Defendants Improperly Alter Official University Records In An Effort To Sweep Complaints Against Mr. Marino Under The Rug.**

144. Every year, the Audit Committee of the Board of Regents receives an annual report of all claims or complaints filed with Defendant SHU in that reporting year.

145. Plaintiff J. Nyre was a voting member of the Audit Committee.

146. However, the Board of Regents, through its counsel, Mr. Stio, unlawfully directed Defendant SHU staff to manipulate the annual report by removing all of the pending complaints against Mr. Marino.

147. Notably, the complaints against Mr. Marino were closed **without any investigation ever being opened**, in further violation of Defendant SHU's policies and procedures.

148. Plaintiff J. Nyre, and several other employees who complained about Mr. Marino in the past, immediately recognized this as the Board's clear attempts to protect Mr. Marino while simultaneously silencing those employees who Mr. Marino threatened and tormented.

149. Later, in or around May 2023, Defendant D'Allessandro posted a Board resolution, in his capacity as Vice Chair and Chair in waiting, wrongfully exonerating Mr. Marino of any wrongdoing. Remarkably, the resolution instead commended Mr. Marino for his service to Defendant SHU and promoted Mr. Marino to Chair Emeritus.

150. Upon information and belief, Defendant D'Allessandro was instructed to remove the resolution, which he ultimately did but then, simultaneously, attempted to release an announcement to Defendant SHU's community exonerating Mr. Marino of any wrongdoing without ever actually conducting an investigation into same.

151. Of course, these actions were another blow to Plaintiff J. Nyre and yet another example of Defendants' deliberate attempts to cover up Mr. Marino's misconduct and further retaliate against Plaintiff J. Nyre.

**I. Plaintiff J. Nyre's Legitimate Efforts To Protect Defendant SHU, Himself, And Its Employees Only Lead To Further Retaliation, Culminating In Plaintiff J. Nyre's Constructive Discharge.**

152. At this juncture, Plaintiff J. Nyre was at a loss, as Defendant SHU had done absolutely nothing to investigate his concerns as to Mr. Marino's serious misconduct and/or to investigate the reports of harassment filed by female employees of Defendant SHU against Mr. Marino.

153. Instead of investigating or taking steps to remediate the matter, Defendant SHU instead doubled down on the retaliatory efforts, leading Plaintiff J. Nyre to reasonably believe that Defendant SHU would not conduct an impartial investigation into his complaints. Very much to the contrary, Defendant SHU only continued retaliating against Plaintiff J. Nyre for raising his complaints of misconduct and for providing information related to Additional Victim 1 and Additional Victim 2's reports regarding Mr. Marino's harassment.

154. Accordingly, Plaintiff J. Nyre took steps to protect himself and, in furtherance of same, his attorneys began discussing a mutually agreeable separation of employment from Defendant SHU.

155. Plaintiff J. Nyre's first request was simply an agreement that Defendant SHU's Board of Regents would follow Defendant SHU bylaws, policies, and procedures while contemporaneously taking steps to protect employees from Mr. Marino's aggressive retaliation.

156. Even though this good faith request would require nothing more from Defendant SHU than following the applicable law, rules, and regulations, the Board refused to make a written contractual commitment to that effect.

157. Without even being able to procure assurances that proper procedure and protocols would be followed in the future, Plaintiff J. Nyre was unable to continue working in such an intolerably hostile and retaliatory environment.

158. On or about July 17, 2023, Plaintiff J. Nyre provided written notice of the termination of his employment by Defendant SHU, articulating that the end of his employment was due to Defendant SHU's refusal to protect its own people and the ongoing course of retaliation directed towards Plaintiff J. Nyre. In pertinent part, Plaintiff J. Nyre explained as follows:

[T]he University is at a serious inflection point. Harm has been and continues to be done.

I trusted the people and the process when reporting my very serious concerns to the appropriate people over the last 18 months and to various committees beginning in December 2022 through July 2023. Nonetheless, Mr. Marino's behaviors worsened and impacted other employees on the team I am charged to lead. While working through that was difficult enough in its own right, the breakdown in processes is even more troubling and harmful to restoring trust that the University will protect its people and uphold its values.

In short,

- The University had a responsibility to conduct a prompt and thorough investigation; it did not.
- The University had a responsibility to protect its employees; it did not.

- The University had a responsibility to ensure employees reporting wrongdoing were free from intimidation and retaliation; it did not.
- The University had a responsibility to maintain confidentiality of reports and the claimants; it did not.
- The University had a responsibility to follow its Title IX policies, which are in accordance with federal Title IX regulations/laws; it did not.
- The University had a responsibility to follow its EEO policies and the associated state and federal regulations/laws; it did not.
- The University had a responsibility to follow its Responsive Action Plan stemming from the 2019 McCarrick investigation, which was crafted to ensure people would not go unreported or uninvestigated due to their position and or power. The University did not uphold this plan.
- The University had a responsibility to uphold its values; it did not.

...

For months, the University did not activate any investigations into claims reported in December 2022, January, February, and March 2023, refused to provide a copy of the May 8, 2023 Marino affidavit to my counsel, and advised me that I should not file a response to Mr. Marino’s affidavit until quite recently. On Friday, June 23, 2023, University Counsel informed all parties that the investigation would now “proceed forward”; however, to date I have not been contacted by the firm conducting the investigation. It has now been over 120 days since the filing of... [Additional Victim 1’s] claim with the Title IX office, and eight months since I formally reported Mr. Marino’s misconduct – and Mr. Marino remains on the Board of Regents as of the date of this letter.

159. As a result, Plaintiff J. Nyre explained that while he has “taken every reasonable step to remain employed by the University through very difficult conditions,” the course of retaliation made it impossible for Plaintiff J. Nyre to complete his duties as the leader of Defendant

SHU in a manner that is consistent with his employment agreement, Defendant SHU's own bylaws and policies, and the Middle States Commission on Higher Education accreditation standards.

160. Plaintiff J. Nyre ended his aforementioned written notice reiterating his desire for Defendant SHU to commence the long-overdue investigation into the complaints about Mr. Marino. Despite Defendant SHU's clear reluctance to conduct an impartial investigation, Plaintiff J. Nyre indicated he remained ready and prepared to be interviewed and provide documents and information related to said complaints.

161. Despite Plaintiff J. Nyre's legitimate efforts to address each of his concerns in an amicable fashion, Defendants subjected him to subsequent gaslighting, intimidation, and retaliation. Accordingly, Plaintiff J. Nyre provided his notice to commence the process to plan a separation of employment, to be effective within one (1) year or sooner should the Board permit.

162. After receiving Plaintiff J. Nyre's letter, the Board decided to expedite Plaintiff J. Nyre's departure and, thus, the parties reached a negotiated agreement in connection with Plaintiff J. Nyre's separation of employment.

163. Immediately upon receiving Plaintiff J. Nyre's aforementioned written notice of his separation of employment with Defendants, the Board leadership convened an "emergency meeting," excluding Plaintiff J. Nyre, and falsely claiming Defendant J. Nyre "**doesn't want to be here, no one knows why, only [Plaintiff J. Nyre] knows why.**"

164. The Board proceeded to disparage Plaintiff J. Nyre in the meeting, falsely and outrageously claiming this was "**all a money grab by [Plaintiff J. Nyre].**" Of course, this could not be further from the truth and served only to disparage Plaintiff J. Nyre's reputation in the community as a highly accomplished administrator committed to the education of students.

**J. Plaintiff J. Nyre Enters Into A Separation And Release Agreement With Defendant SHU Which Defendants, In Turn, Immediately Breach In Further Retaliation Against Plaintiff J. Nyre.**

165. In or around late-July 2023, the parties entered into a Separation and Release Term Sheet (the “Term Sheet”) containing the essential terms of Plaintiff J. Nyre’s departure. The parties ultimately entered into a Separation and Release Agreement on or about September 1, 2023.

166. Despite doing so, however, Defendants continued retaliating against Plaintiff J. Nyre during the negotiation process.

167. Indeed, during said negotiations, an unknown individual leaked false information to the *Star Ledger* indicating there were at least two (2) sources incorrectly claiming that Plaintiff J. Nyre was being separated from Defendant SHU due to alleged sexual harassment by Plaintiff J. Nyre.

168. Of course, Plaintiff J. Nyre was never accused of any sexual harassment, and the leaked story was nothing more than a calculated effort to further retaliate against Plaintiff J. Nyre for reporting his concerns in the first place and/or to pressure him into accepting terms and signing a separation agreement.

169. Even worse, Defendants only agreed to publish a University-wide letter praising Plaintiff J. Nyre for his leadership and announcing his departure if Plaintiff J. Nyre agreed to sign the Term Sheet on July 21, 2023, at 3:00 A.M.

170. After Plaintiff J. Nyre agreed to the Term Sheet, the false news story never came to light.

171. Pursuant to the Term Sheet, Mr. Marino was to withdraw his “claim” against Plaintiff J. Nyre that was originally raised in the Marino Affidavit, even though the Marino

Affidavit was never certified as a “claim” by Defendant SHU’s Equal Employment Opportunity (“EEO”) office.

172. Despite Plaintiff J. Nyre’s repeated requests for said withdrawal, Defendants refused to provide any proof that Mr. Marino withdrew his bogus “claim.”

173. Instead, Defendants SHU and Mr. Marino demanded that Plaintiff J. Nyre agree to reopen the negotiations in connection with the Agreement to meet Mr. Marino’s standards and threatened to open up an investigation into Plaintiff J. Nyre if he would not agree to same. Defendants proceeded to further violate the Agreement by (1) threatening to evict Plaintiff J. Nyre and his family from the home provided to them as consideration in connection with the Agreement; and (2) cancelling his family’s health insurance on three (3) occasions and threatening to cancel it for a fourth (4<sup>th</sup>) time unless Plaintiff J. Nyre agreed to re-open negotiations.

174. Plaintiff J. Nyre refused to submit to same. Thereafter, on November 16, 2023, Plaintiff J. Nyre received notice that the investigation was now beginning.

175. In response, Plaintiff J. Nyre immediately (1) objected to this brazen retaliatory threat; (2) provided notice of his counterclaims against Defendant SHU and Mr. Marino; and (3) requested indemnification of his attorneys’ fees and costs in connection with the investigation, pursuant to the Agreement. No indemnification or legal representation was provided, even though Defendant SHU policies and the Separation Agreement specifically designate this requirement.

176. Defendants, however, further breached the Agreement by unilaterally decreasing Plaintiff J. Nyre’s net severance pay for December 2023 by \$41,000.00 without providing him adequate notice.

177. Defendant SHU further breached the Agreement by substantially and unilaterally increasing the cost of monthly rent for Plaintiff J. Nyre and his family to stay in Defendant SHU

property, which is specified in the Separation Agreement and for that reason, there is no lease. Five (5) months of substantially increased rent was then unilaterally and collectively imputed as income in December 2023 and taxed by Defendant SHU, again all without adequate notice, approval, or acceptance. The funds were deducted from Plaintiff J. Nyre's December 2023 paycheck. To this day, Plaintiff J. Nyre is still unaware of the monthly rent value, other than this lump sum year-end reduction in pay. By raising the rent and imputing same as income at the end of the year, Plaintiff J. Nyre was denied the ability to determine if the rent was acceptable and/or move to another location due to the unexpectedly large increase in assessed rent value.

178. Furthermore, Defendants retaliated against Plaintiff J. Nyre by improperly assigning 1099 income to him for legal fees incurred in connection with the investigation. That was despite the fact that: (1) the Agreement specifically provided Plaintiff J. Nyre with indemnification for claims in connection with his employment with Defendant SHU; and (2) Plaintiff J. Nyre retained independent counsel in connection with the claims against Mr. Marino in March 2023 after he was specifically instructed by Regent Murray to hire separate counsel at Defendant SHU's expense.

179. Next, Defendants further breached the Agreement by cutting off Plaintiff J. Nyre's health insurance coverage on no less than three (3) separate occasions since originally entering into the Agreement on September 1, 2023, going as far as to advise Plaintiff J. Nyre's health providers independently that Plaintiff J. Nyre was no longer employed by Defendant SHU. Over the Thanksgiving holiday, Defendants, through Mr. Stio, even threatened to cancel Plaintiff J. Nyre's family's health insurance for a fourth (4<sup>th</sup>) time unless Plaintiff J. Nyre submitted to these new retaliatory demands.



180. Finally, Defendants D'Allesandro, Cerny, and Mr. Marinao continued to direct disparaging comments about Plaintiff J. Nyre in an effort to interfere with his career moving forward.

181. In a further act of blatant retaliation, in or around January 2024, Defendant SHU, through Mr. Stio, improperly released an inadequately redacted copy of Plaintiff J. Nyre's Agreement with Defendant SHU to legal counsel for Mr. Marino and Additional Victim 1.

182. Even as recently as January 16, 2024, Mr. Marino's retaliation against Plaintiff J. Nyre remains active and ongoing. Indeed, on that date, Plaintiff J. Nyre's counsel received confirmation that Mr. Marino did not, in fact, intend to withdraw his claims against Plaintiff J. Nyre and instead, Mr. Marino threatened to initiate litigation against Plaintiff J. Nyre for alleged defamation, based on entirely unfounded allegations.

183. As a direct result of the joint and several acts and omissions of the Corporate Defendants, Individual Defendants, John Does (1-5), and ABC Corporations (1-5), Plaintiff J. Nyre has, and continues to, suffer economic losses and pecuniary damage in the form of lost income and benefits past, present, and future.

184. As a direct result of the joint and several acts and omissions of the Corporate Defendants, Individual Defendants, John Does (1-5), and ABC Corporations (1-5), Plaintiff J. Nyre has, and continues to, suffer non-economic damages in the form of humiliation, stress, and anxiety, causing him mental and emotional anguish and dysfunction and physical manifestations of same, including but not limited to, nightmares, inability to sleep, weight gain, headaches, negative thoughts, nervousness, anxiousness, upset stomach, and stomach pains, all or some of which may be permanent.

## **II. Facts Pertaining To Plaintiff K. Nyre.**

### **A. Plaintiff K. Nyre Is Subjected To Several Instances Of Sexual Harassment By Mr. Marino.**

185. Plaintiff K. Nyre was, at all times relevant hereto, married to Plaintiff J. Nyre.

186. Throughout Plaintiff J. Nyre's employment with Defendant SHU, Plaintiff K. Nyre possessed a Defendant SHU Identification Card and email address, and was called upon to attend and/or host various meetings, fundraisers, events, and appearances in her official capacity as (1) a liaison on behalf of Defendant SHU and (2) the spouse of Defendant SHU's president.

187. Plaintiff K. Nyre also regularly met with a University executive assistant to review Plaintiff K. Nyre's University schedule for events where her presence was needed and/or expected.

188. Further, Plaintiff K. Nyre traveled to various events on behalf of Defendant SHU that were funded by Defendant SHU.

189. On or about June 9, 2021, Plaintiff K. Nyre attended Defendant SHU's Annual Board Dinner on campus in Jubilee Hall.

190. At the dinner, seating was organized such that Plaintiff K. Nyre was placed next to Mr. Marino for dinner.

191. The reason Plaintiff K. Nyre was sitting next to Mr. Marino was because of a prior phone call between Mr. Marino and Plaintiff J. Nyre on May 20, 2021 wherein Mr. Marino angrily disparaged Plaintiff K. Nyre and falsely accused Plaintiff K. Nyre of "not spending enough time" with Mr. Marino the prior evening at a fundraising event hosted by Plaintiffs K. Nyre and J. Nyre at their home.

192. Accordingly, seating for the dinner was arranged intentionally to sit Plaintiff K. Nyre next to Mr. Marino to ensure he received the "attention" he previously demanded.

193. Then, before sitting down for dinner, Mr. Marino approached Plaintiff K. Nyre, **placed his hand on her back preventing Plaintiff K. Nyre from moving, moved Plaintiff K. Nyre's hair away from her neck with his other hand, kissed Plaintiff K. Nyre on the neck, and whispered into her ear, "you know I love you."**

194. Plaintiff K. Nyre was deeply humiliated, offended, and uncomfortable by Mr. Marino's brazen sexual harassment.

195. Indeed, for that reason, Plaintiff K. Nyre made an intentional effort to attend far fewer events for Defendant SHU and if she did have to attend same, requested either Plaintiff J. Nyre or another staff member be near Plaintiff K. Nyre at all times in the presence of Mr. Marino.

196. Simultaneously, Plaintiff K. Nyre reported the sexual harassment to Plaintiff J. Nyre.

197. In connection with Plaintiff J. Nyre's obligations as a mandated reporter under applicable policy and law, and pursuant to the Responsive Action Plan ("RAP") developed in connection with the Cardinal McCarrick investigation, Plaintiff J. Nyre reported the sexual harassment to general counsel and Regent Murray.

198. Notably, Plaintiff K. Nyre was, at this juncture, very concerned about retaliation against herself, Plaintiff J. Nyre, and/or their family by Mr. Marino or the Board.

199. Plaintiff K. Nyre was never contacted by the University in connection with any investigation into the sexual harassment to which she was subjected by Mr. Marino.

200. Thereafter, on December 1, 2022, at the Oread Hotel in Lawrence, Kansas, Plaintiffs J. Nyre and K. Nyre were in the hotel lobby on university business when Regent Murray approached Plaintiff K. Nyre and told her he was aware of issues involving Mr. Marino and advised that he was supposedly taking steps to resolve these issues.

201. However, Mr. Marino's campaign of sexual harassment continued.

202. On December 6, 2022, Plaintiff K. Nyre arrived for Defendant SHU's Christmas 2022 Board Dinner Reception in the University Center.

203. Plaintiff J. Nyre's arrival was delayed due to a Board Committee Meeting and, accordingly, Plaintiff K. Nyre was alone greeting guests and welcoming staff members to the dinner. Concerned that Plaintiff K. Nyre would be in Mr. Marino's presence without him or his assigned staff, Plaintiff J. Nyre called Regent Kevin Flood ("Regent Flood") and asked him to stand next to Plaintiff K. Nyre until he arrived.

204. At that time, Mr. Marino approached Plaintiff K. Nyre from behind, **placed his hands on her shoulders and commented in a lascivious tone, "Look at [Plaintiff K. Nyre] rocking the Loubees,**" in a reference to Christian Louboutin shoes.

205. Fortunately, Regent Flood approached Plaintiff K. Nyre, as requested by Plaintiff J. Nyre, and witnessed Mr. Marino's improper sexual overture. Regent Flood immediately intervened and stood by Plaintiff K. Nyre until Plaintiff J. Nyre arrived.

206. Following the event, Mr. Marino's sexual harassment of Plaintiff K. Nyre was reported by Plaintiff J. Nyre to Regents Flood and Defendants Luciola and D'Allessandro. Again, Plaintiff K. Nyre was never contacted by Defendant SHU in connection with same.

207. Throughout the Spring and Summer of 2023, Defendant SHU indicated they were initiating an investigation. Plaintiff K. Nyre expected to be interviewed; however, no interviews were ever conducted, and no investigation ever actually began.

208. However, on or about November 16, 2023 – **nearly one (1) year following the aforementioned incident** – Plaintiff J. Nyre received a general notice that Defendant SHU was

now conducting an investigation. Said notice requested any supplemental information regarding Mr. Marino, which Plaintiff J. Nyre and Plaintiff K. Nyre subsequently provided.

209. Suffice to say, it is clear that the aforementioned actions of Mr. Marino and inaction of Defendant SHU is harassing, discriminatory, and retaliatory on account of Plaintiff K. Nyre's gender and/or sex.

210. Plaintiff K. Nyre has been sexually harassed by Mr. Marino on a number of occasions over the course of years and, yet, Defendant SHU has failed to perform any formal investigation into same, let alone take remedial action to put the conduct to a stop.

211. Each of the instances of Mr. Marino's sexual harassment of Plaintiff K. Nyre occurred while Plaintiff K. Nyre attended Defendant SHU events in her official capacity as the spouse of Defendant SHU's president, Plaintiff J. Nyre. Accordingly, at all times relevant herein, Plaintiff K. Nyre was an "employee" of Defendant SHU as defined under the NJLAD.

212. On account of the joint and several acts and omissions of Corporate Defendants, Individual Defendants, John Does (1-5), and ABC Corporations (1-5), Plaintiff K. Nyre has been, and continues to, suffer economic losses and pecuniary damage in the form of benefits past, present, and future.

213. On account of the joint and several acts and omissions of Corporate Defendants, Individual Defendants, John Does (1-5), and ABC Corporations (1-5), Plaintiff K. Nyre has been, and continues to, suffer non-economic damages in the form of humiliation, stress, and anxiety, causing her mental and emotional anguish and dysfunction and physical manifestations of same, including but not limited to, inability to sleep, headaches, negative thoughts, nervousness, anxiousness, upset stomach, and stomach pains, all or some of which may be permanent.

**COUNT ONE**

**CEPA – RETALIATION IN VIOLATION OF NEW JERSEY’S CONSCIENTIOUS  
EMPLOYEE PROTECTION ACT (“CEPA”)**  
**(As to Plaintiff J. Nyre)**

214. Plaintiffs repeat each and every allegation set forth above as if set forth fully herein at length.

215. Throughout the course of his employment, Plaintiff J. Nyre complained of Mr. Marino’s unlawful and improper conduct which Plaintiff J. Nyre reasonably believed violated the law and Defendant SHU policies, procedures, and accreditation standards.

216. Defendants had knowledge of Plaintiff J. Nyre’s complaints in that regard.

217. As a direct result of Plaintiff J. Nyre’s complaints, Defendants retaliated against Plaintiff J. Nyre by disparaging him and filing retaliatory and baseless complaints against Plaintiff J. Nyre, demanding that Plaintiff J. Nyre make a public contribution to the Law School in Mr. Marino’s honor as punishment for reporting misconduct and ultimately withholding income from Plaintiff J. Nyre for not withdrawing his complaints, witness statements, and mandated reports of Mr. Marino’s misconduct toward others. Ultimately, Defendants’ retaliation culminated in Plaintiff J. Nyre’s constructive discharge.

218. Defendants are vicariously, strictly, and/or directly liable to Plaintiff J. Nyre for retaliation in violation of the CEPA pursuant to N.J.S.A. 34:19-1, et seq.

219. As a proximate result of the aforementioned acts and omissions set forth herein, Plaintiff J. Nyre has sustained damages.

**WHEREFORE**, Plaintiff J. Nyre demands judgment in his favor and against Defendants on this Count, together with compensatory and equitable relief, all remedies available under CEPA, punitive damages, pre- and post-judgment interest, attorneys’ fees, and costs of suit, and

for such other relief that the Court deems equitable and just. More specifically, Plaintiff J. Nyre demands judgment against Defendants for harm suffered in violation of CEPA as follows:

- A. Reinstatement of employment and all benefits;
- B. Back pay and benefits;
- C. Front pay and benefits;
- D. Compensatory damages;
- E. Consequential damages;
- F. Reinstatement;
- G. Punitive damages;
- H. Pre-judgment interest and enhancements to off-set negative tax consequences;
- I. Any and all attorneys' fees, expenses, and/or costs, including but not limited to court costs, expert fees, and all attorneys' fees incurred by Plaintiff in the prosecution of this suit (including enhancements thereof required to off-set negative tax consequences and/or enhancements otherwise permitted under law);
- J. Such other relief as may be available pursuant to CEPA and which the Court deems just and equitable;
- K. Ordering Defendants to take appropriate corrective action to stop and prevent retaliation at the workplace;
- L. Ordering Defendants to take appropriate corrective action to stop and prevent harassment at the workplace;
- M. Ordering Defendants to undergo anti-discrimination training;
- N. Ordering Defendants to undergo anti-retaliation training;
- O. Ordering Defendants to undergo anti-harassment training;
- P. Ordering Defendants to undergo workplace civility training;
- Q. Ordering Defendants to undergo bystander intervention training;
- R. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-discrimination training;
- S. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-retaliation training;
- T. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-harassment training;
- U. Ordering Defendants to engage a research organization to assess the effectiveness of their workplace civility training;
- V. Ordering Defendants to engage a research organization to assess the effectiveness of their bystander intervention training;
- W. Ordering Defendants to identify an appropriate professional to investigate any future complaints of discrimination;
- X. Ordering Defendants to identify an appropriate professional to investigate any future complaints of harassment;
- Y. Ordering Defendants to identify an appropriate professional to investigate any future complaints of retaliation; and

- Z. Such other relief as may be available and to which the Court deems just and equitable.

**COUNT TWO**

**RETALIATION IN VIOLATION OF PUBLIC POLICY**

**(As to Plaintiff J. Nyre)**

220. Plaintiffs repeats each and every allegation set forth above as if set forth fully herein at length.

221. As set forth herein, Plaintiff J. Nyre reported and complained about Defendants' unethical, unlawful, and otherwise improper behavior. Defendants had knowledge of Plaintiff J. Nyre's protests and subjected him to retaliation as a result thereof.

222. As a result of Plaintiff J. Nyre's reports and complaints about the unlawful activities of Defendants, Plaintiff J. Nyre was constructively discharged in violation of law and public policy.

**WHEREFORE**, Plaintiff J. Nyre demands judgment in his favor and against Defendants on this Count, together with compensatory and equitable relief, all remedies available under the law, punitive damages, pre- and post-judgment interest, attorneys' fees, and costs of suit, and for such other relief that the Court deems equitable and just.

**COUNT THREE**

**NJLAD – SEXUAL HARASSMENT, HOSTILE WORK ENVIRONMENT, AND DISPARATE TREATMENT DISCRIMINATION DUE TO GENDER AND/OR SEX**

**(As to Plaintiff K. Nyre against Defendant SHU)**

223. Plaintiffs repeat each and every allegation set forth above as if set forth fully herein at length.

224. The pattern and practice of harassment and discrimination directed at Plaintiff K. Nyre is outlined above.



225. Plaintiff K. Nyre was subjected to repeated, pervasive, severe, and continuing instances of disparate treatment and harassment based on gender/sex.

226. The above-described conduct would not have occurred but for Plaintiff K. Nyre's gender/sex.

227. The harassing and discriminatory conduct was severe or pervasive enough to make a reasonable person and employee believe that the conditions of employment were altered, and the working environment was hostile and discriminatory.

228. As the employer and/or supervisor of Plaintiff K. Nyre, Defendants are vicariously, strictly, and/or directly liable to Plaintiff K. Nyre pursuant to the NJLAD, in that the affirmative acts of harassment, discrimination, and retaliation committed by Individual Defendants occurred within the scope of their employment; the creation of the hostile work environment was aided by Corporate Defendants in delegating power to Individual Defendants to control the day-to-day working environment; and/or Corporate Defendants were deliberately indifferent, reckless, negligent and/or tacitly approved the discrimination, hostile work environment, and/or retaliation; and/or Corporate Defendants and Individual Defendants failed to create and/or have in place well-publicized and enforced anti-harassment policies, effective formal and informal complaint structures, training, and/or monitoring mechanisms for same, despite the foreseeability of harassment, discrimination, and retaliation in the workplace; and/or by having actual knowledge of the harassment, discrimination, and retaliation of Plaintiff K. Nyre and failing to promptly and effectively act to stop it.

229. Defendants aided, abetted, incited, compelled and/or coerced, and/or attempted to aid, abet, incite, compel, and/or coerce Individual Defendants to commit acts and omissions that were in violation of the NJLAD by committing affirmatively harassing, discriminatory, and

retaliatory acts toward Plaintiff K. Nyre in violation of the supervisory duty to halt or prevent harassment, retaliation, and discrimination, rendering Defendant SHU and Individual Defendants individually and collectively liable to Plaintiff K. Nyre pursuant to N.J.S.A. 10:5-12(e).

230. The Individual Defendants and the managers and/or supervisors of Plaintiff K. Nyre aided, abetted, incited, compelled and/or coerced, and/or attempted to aid, abet, incite, compel and/or coerce Defendants to commit acts and omissions that were in violation of the NJLAD by committing affirmatively harassing, discriminatory, and retaliatory acts toward Plaintiff K. Nyre in violation of their supervisory duty to halt or prevent harassment, retaliation, and discrimination rendering Defendants individually and collectively liable to Plaintiff K. Nyre pursuant to N.J.S.A. 10:5-12(e).

231. As a proximate result of the aforementioned acts and omissions set forth herein, Plaintiff K. Nyre has sustained damages.

**WHEREFORE**, Plaintiff K. Nyre demands judgment in her favor and against Defendants on this Count, together with compensatory and equitable relief, all remedies available under the law, punitive damages, emotional distress damages, pre-and post-judgment interest, and attorneys' fees and costs of suit. More specifically, Plaintiff K. Nyre demands judgment against Defendants for harm suffered in violation of the NJLAD as follows:

- A. Reinstatement of employment and all benefits;
- B. Back pay and benefits;
- C. Front pay and benefits;
- D. Compensatory damages;
- E. Consequential damages;
- F. Reinstatement;
- G. Punitive damages;
- H. Prejudgment interest and enhancements to off-set negative tax consequences;
- I. Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiff in the prosecution of this suit (including enhancements thereof required to off-set

- negative tax consequences and/or enhancements otherwise permitted under law);
- J. Such other relief as may be available pursuant to the LAD and which the Court deems just and equitable;
  - K. Ordering Defendants to take appropriate corrective action to stop and prevent retaliation at the workplace;
  - L. Ordering Defendants to take appropriate corrective action to stop and prevent harassment at the workplace;
  - M. Ordering Defendants to undergo anti-discrimination training;
  - N. Ordering Defendants to undergo anti-retaliation training;
  - O. Ordering Defendants to undergo anti-harassment training;
  - P. Ordering Defendants to undergo workplace civility training;
  - Q. Ordering Defendants to undergo bystander intervention training;
  - R. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-discrimination training;
  - S. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-retaliation training;
  - T. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-harassment training;
  - U. Ordering Defendants to engage a research organization to assess the effectiveness of their workplace civility training;
  - V. Ordering Defendants to engage a research organization to assess the effectiveness of their bystander intervention training;
  - W. Ordering Defendants to identify an appropriate professional to investigate any future complaints of discrimination;
  - X. Ordering Defendants to identify an appropriate professional to investigate any future complaints of harassment;
  - Y. Ordering Defendants to identify an appropriate professional to investigate any future complaints of retaliation; and
  - Z. Such other relief as may be available and which the Court deems just and equitable.

#### **COUNT FOUR**

#### **NJLAD DISPARATE TREATMENT AND HOSTILE ENVIRONMENT DISCRIMINATION DUE TO GENDER AND/OR SEX.** (As to Plaintiff K. Nyre)

232. Plaintiffs repeat each and every allegation set forth above, as if set forth fully herein at length.

233. The NJLAD protects against unlawful discrimination based on gender/sex.

234. Defendants' actions were in violation of the NJLAD. Plaintiff K. Nyre was subjected to harassment and discrimination by Defendants because of her gender/sex.

235. The harassing and discriminatory conduct by Defendants was severe and Defendants took zero action to address and/or remediate same.

236. The Individual Defendants were acting within the scope of their employment with Defendant SHU when they took their aforementioned harassing and discriminatory actions against Plaintiff K. Nyre.

237. Defendants had knowledge or should have had knowledge about the discriminatory treatment and failed to take action reasonably calculated to end such discrimination, creating a hostile environment for Plaintiff K. Nyre, which had the effect of denying Plaintiff K. Nyre's accommodations, advantages, facilities, and privileges.

238. Defendants failed to implement effective preventative and remedial measures with respect to the severe harassment and discrimination of Plaintiff K. Nyre.

239. Defendants systematically failed to train its employees to such a degree that it amounts to a policy or custom of deliberate indifference.

240. This discriminatory conduct would not have occurred but for Plaintiff K. Nyre's gender/sex, which is a protected characteristic, and was sufficiently severe or pervasive enough to create an intimidating, hostile, or offensive environment, which Defendants failed to reasonably address.

241. As a result of Defendants' actions and/or inaction, Plaintiff K. Nyre continues to suffer from severe emotional distress.

242. As the employer and/or supervisor of the Individual Defendants, Corporate Defendants are vicariously, strictly, and/or directly liable to Plaintiff K. Nyre pursuant to the NJLAD in that the affirmative acts of harassment and discrimination committed by Individual Defendants occurred within the scope of their employment; and/or Corporate Defendants were

deliberately indifferent, reckless, negligent and/or tacitly approved the Individual Defendants' conduct; and/or Corporate Defendants failed to create and/or have in place well-publicized and enforced anti-harassment policies, effective formal and informal complaint structures, training, and/or monitoring mechanisms for same despite the foreseeability of harassment; and/or by having actual knowledge of the harassment of Plaintiff K. Nyre and failing to promptly and effectively act to stop it.

243. Defendants aided, abetted, incited, compelled and/or coerced, and/or attempted to aid, abet, incite, compel and/or coerce Individual Defendants to commit acts and omissions that were in violation of the NJLAD by committing affirmatively harassing, discriminatory, and retaliatory acts toward Plaintiff K. Nyre in violation of the supervisory duty to halt or prevent harassment, retaliation, and discrimination, rendering all Defendants individually and collectively liable to Plaintiff K. Nyre pursuant to N.J.S.A. 10:5-12(e).

244. As a proximate result of the aforementioned acts and omissions set forth herein, Plaintiff K. Nyre has sustained damages and will, in the future, so suffer.

**WHEREFORE**, Plaintiff K. Nyre demands judgment in her favor and against Defendants on this Count, together with compensatory and equitable relief, all remedies available under the law, punitive damages, emotional distress damages, pre-and post-judgment interest, and attorneys' fees and costs of suit. More specifically, Plaintiff K. Nyre demands judgment against Defendants for harm suffered in violation of the NJLAD as follows:

- A. Compensatory damages;
- B. Consequential damages;
- C. Punitive damages;
- D. Consequential damages;
- E. Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiff in the prosecution of this suit (including enhancements thereof required to off-set negative tax consequences and/or enhancements otherwise permitted under law);

- F. Such other relief as may be available pursuant to the NJLAD and which the Court deems just and equitable;
- G. Ordering Defendants to take appropriate corrective action to stop and prevent retaliation at the workplace;
- H. Ordering Defendants to take appropriate corrective action to stop and prevent harassment at the workplace;
- I. Ordering Defendants to undergo anti-discrimination training;
- J. Ordering Defendants to undergo anti-retaliation training;
- K. Ordering Defendants to undergo anti-harassment training;
- L. Ordering Defendants to undergo workplace civility training;
- M. Ordering Defendants to undergo bystander intervention training;
- N. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-discrimination training;
- O. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-retaliation training;
- P. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-harassment training;
- Q. Ordering Defendants to engage a research organization to assess the effectiveness of their workplace civility training;
- R. Ordering Defendants to engage a research organization to assess the effectiveness of their bystander intervention training;
- S. Ordering Defendants to identify an appropriate professional to investigate any future complaints of discrimination;
- T. Ordering Defendants to identify an appropriate professional to investigate any future complaints of harassment;
- U. Ordering Defendants to identify an appropriate professional to investigate any future complaints of retaliation; and
- V. Such other relief as may be available and which the Court deems just and equitable.

### **COUNT FIVE**

#### **VIOLATIONS OF THE NJLAD – ASSOCIATIONAL DISCRIMINATION** **(As to Plaintiff J. Nyre)**

245. Plaintiffs repeat each and every allegation set forth above as if set forth fully herein at length.

246. Plaintiff J. Nyre’s NJLAD claims are cognizable under New Jersey law as associational discrimination. See, Craig v. Suburban Cable Vision, Inc., 140 N.J. 623 (1995). In Craig, the New Jersey Supreme Court recognized that an employer violates the New Jersey Law Against Discrimination when it “discriminates against an employee, the employee complains

about the discrimination, and the employer fires the employee's close friends and relatives in direct retaliation." Id. at 630. In addressing whether an employee's friends, relatives or colleagues have standing to sue for retaliatory discharge, the Supreme Court stated:

[t]o deny standing to the co-workers would encourage employers to take reprisals against the friends, relatives, and colleagues of an employee who have asserted an LAD claim. Through coercion, intimidation, threats, or interference with an employee's co-workers, an employer could discourage an employee from asserting such a claim. In this context, we doubt that the Legislature would want us to bar the aggrieved co-workers from the courthouse by denying them standing to sue.

Id. at 630-631.

247. Defendants discriminated against Plaintiff K. Nyre in violation of the NJLAD, and Plaintiff K. Nyre complained about Defendants' discrimination.

248. The NJLAD prohibits discrimination because of a person's relationship or association with a person that as a result of that person's gender and/or sex.

249. Plaintiff J. Nyre's status as Plaintiff K. Nyre's husband qualifies as a protected class under the NJLAD.

250. The above-described conduct would not have occurred but for Plaintiff J. Nyre's association with Plaintiff K. Nyre and Plaintiff K. Nyre's gender and/or sex, and Defendants, in turn, subjected Plaintiff J. Nyre to discrimination and retaliation in violation of the NJLAD.

251. Defendants did not have an effective anti-discrimination policy in place, Defendants have not maintained an anti-discrimination policy that is current and effective, and Defendants' anti-discrimination policy existed in name-only.

252. Defendants did not maintain useful formal and informal complaint structures for victims of discrimination, harassment, or retaliation.

253. Defendants did not properly train their supervisors and/or employees on the subject of discrimination, harassment, and retaliation.

254. Defendants failed to institute appropriate monitoring mechanisms to check the effectiveness of the policies and complaint structures.

255. Defendants did not have a commitment from the highest levels of management that discrimination and harassment will not be tolerated.

256. As a result of the above harassing and discriminatory conduct, Plaintiff J. Nyre experiences ongoing and debilitating emotional distress and experiences significant economic damages.

257. As the employer and/or supervisor of the Plaintiff J. Nyre, Corporate Defendants are vicariously, strictly, and/or directly liable to Plaintiff J. Nyre pursuant to the NJLAD in that the affirmative acts of harassment, discrimination, and retaliation committed by Individual Defendants occurred within the scope of their employment; the creation of the hostile work environment was aided by Corporate Defendants in delegating power to Individual Defendants to control the day-to-day working environment; and/or Corporate Defendants were deliberately indifferent, reckless, negligent and/or tacitly approved the hostile work environment; and/or Corporate Defendants failed to create and/or have in place well-publicized and enforced anti-discrimination policies, effective formal and informal complaint structures, training, and/or monitoring mechanisms for same despite the foreseeability of discrimination in the workplace; and/or by having actual knowledge of the discrimination of Plaintiff J. Nyre and failing to promptly and effectively act to stop it.

258. Individual Defendants aided, abetted, incited, compelled, and/or coerced, and/or attempted to aid, abet, incite, compel and/or coerce Corporate Defendants to commit acts and



omissions that were in direct violation of the NJLAD by committing affirmatively discriminatory and retaliatory acts towards Plaintiff J. Nyre in clear violation of their supervisory duties to halt or prevent harassment, subjecting Individual Defendants to liability to Plaintiff pursuant to N.J.S.A. 10:5-12(e).

259. As a proximate cause of the joint and several unlawful acts and omissions of the Defendants described at length herein, Plaintiff J. Nyre suffered a constructive discharge from his position of employment with Corporate Defendants.

260. As a result of the discriminatory and retaliatory actions undertaken by Defendants, jointly and/or severally, Plaintiff J. Nyre has been, and continues to, suffer economic losses and pecuniary damage in the form of lost income and benefits past, present, and future.

261. As a result of the discriminatory and retaliatory actions undertaken by Defendants, jointly and/or severally, Plaintiff J. Nyre has been, and continues to, suffer non-economic damages in the form of humiliation, stress, anger, sadness, and anxiety causing him mental and emotional anguish and dysfunction, and physical manifestations of same including but not limited to, nervousness, anxiousness, sleeplessness, increased appetite and loss of sleep, all or some of which may be permanent.

**WHEREFORE**, Plaintiff J. Nyre demands judgment in his favor and against Defendants on this Count, together with compensatory and equitable relief, all remedies available under the NJLAD, punitive damages, emotional distress damages, pre- and post-judgment interest, attorneys' fees and costs of suit, and for such other relief that the Court deems equitable and just. More specifically, Plaintiff J. Nyre demands judgment against Defendants for harm suffered in violation of the NJLAD as follows:

- A. Reinstatement of employment and all benefits;
- B. Back pay and benefits;

- C. Front pay and benefits;
- D. Compensatory damages;
- E. Consequential damages;
- F. Reinstatement;
- G. Punitive damages;
- H. Prejudgment interest and enhancements to off-set negative tax consequences;
- I. Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiff in the prosecution of this suit (including enhancements thereof required to off-set negative tax consequences and/or enhancements otherwise permitted under law);
- J. Such other relief as may be available pursuant to the LAD and which the Court deems just and equitable;
- K. Ordering Defendants to take appropriate corrective action to stop and prevent retaliation at the workplace;
- L. Ordering Defendants to take appropriate corrective action to stop and prevent harassment at the workplace;
- M. Ordering Defendants to undergo anti-discrimination training;
- N. Ordering Defendants to undergo anti-retaliation training;
- O. Ordering Defendants to undergo anti-harassment training;
- P. Ordering Defendants to undergo workplace civility training;
- Q. Ordering Defendants to undergo bystander intervention training;
- R. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-discrimination training;
- S. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-retaliation training;
- T. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-harassment training;
- U. Ordering Defendants to engage a research organization to assess the effectiveness of their workplace civility training;
- V. Ordering Defendants to engage a research organization to assess the effectiveness of their bystander intervention training;
- W. Ordering Defendants to identify an appropriate professional to investigate any future complaints of discrimination;
- X. Ordering Defendants to identify an appropriate professional to investigate any future complaints of harassment;
- Y. Ordering Defendants to identify an appropriate professional to investigate any future complaints of retaliation; and
- Z. Such other relief as may be available and which the Court deems just and equitable.

**COUNT SIX**

**NJLAD – RETALIATION/IMPROPER REPRISAL**

**(As to Plaintiffs J. Nyre and K. Nyre)**

262. Plaintiffs repeat each and every allegation set forth above as if set forth fully herein at length.

263. Plaintiffs complained and/or protested against the continuing course of harassing, discriminatory, and retaliatory conduct set forth at length above. Defendants had knowledge about those complaints and/or protests.

264. As a direct result, Defendants took retaliatory action against Plaintiffs, which is outlined above.

265. Defendants are vicariously, strictly, and/or directly liable to Plaintiffs for unlawful retaliatory conduct in violation of the NJLAD, pursuant to N.J.S.A. 10:5-12(d).

266. As a proximate result of the aforementioned acts and omissions set forth herein, Plaintiffs have sustained emotional and pecuniary damages.

**WHEREFORE**, Plaintiffs demand judgment in their favor and against Defendants on this Count, together with compensatory and equitable relief, all remedies available under the law, punitive damages, emotional distress damages, pre-and post-judgment interest, and attorneys' fees and costs of suit. More specifically, Plaintiffs demand judgment against Defendants for harm suffered in violation of the NJLAD as follows:

- A. Reinstatement of employment and all benefits;
- B. Back pay and benefits;
- C. Front pay and benefits;
- D. Compensatory damages;
- E. Consequential damages;
- F. Reinstatement;
- G. Punitive damages;
- H. Prejudgment interest and enhancements to off-set negative tax consequences;

- I. Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees, and all attorneys' fees incurred by Plaintiff in the prosecution of this suit (including enhancements thereof require to offset negative tax consequences and/or enhancements otherwise permitted under law);
- J. Such other relief as may be available pursuant to the NJLAD and which the Court deems just and equitable;
- K. Ordering Defendants to take appropriate corrective action to stop and prevent retaliation at the workplace;
- L. Ordering Defendants to take appropriate corrective action to stop and prevent harassment at the workplace;
- M. Ordering Defendants to undergo anti-discrimination training;
- N. Ordering Defendants to undergo anti-retaliation training;
- O. Ordering Defendants to undergo anti-harassment training;
- P. Ordering Defendants to undergo workplace civility training;
- Q. Ordering Defendants to undergo bystander intervention training;
- R. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-discrimination training;
- S. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-retaliation training;
- T. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-harassment training;
- U. Ordering Defendants to engage a research organization to assess the effectiveness of their workplace civility training;
- V. Ordering Defendants to engage a research organization to assess the effectiveness of their bystander intervention training;
- W. Ordering Defendants to identify an appropriate professional to investigate any future complaints of discrimination;
- X. Ordering Defendants to identify an appropriate professional to investigate any future complaints of harassment;
- Y. Ordering Defendants to identify an appropriate professional to investigate any future complaints of retaliation; and
- Z. Such other relief as may be available and which the Court deems just and equitable.

### **COUNT SEVEN**

#### **BREACH OF CONTRACT**

**(As to Plaintiff J. Nyre)**

267. Plaintiff J. Nyre repeats each and every allegation set forth above as if set forth fully herein at length.

268. Plaintiff J. Nyre and Defendant SHU entered into a valid and enforceable Separation and General Release Agreement, which contained the provisions discussed above.

269. However, Defendants subsequently breached the Agreement in multiple ways, including, but, not limited to, the following: (1) advising healthcare providers that Plaintiff J. Nyre was no longer employed by Defendants, in direct contravention of the Agreement; (2) improperly reducing Plaintiff J. Nyre's severance pay by 95%, from \$43,557.00 to \$2,130.39; (3) cutting off Plaintiff J. Nyre's health insurance three (3) times since September 1, 2023, and threatening to cutoff insurance for a fourth (4<sup>th</sup>) time; (4) threatening to evict Plaintiff J. Nyre and his family from the home provided to them as consideration in connection with the Agreement, and unilaterally and without notice substantially increasing the monthly rent for Plaintiffs' residence; (5) refusing to pay Plaintiff J. Nyre's legal fees; (6) failure to provide legal representation and/or provide indemnification, and the assessment of legal fees, for attorneys hired while Plaintiff J. Nyre was University President to manage legal affairs related to employee complaints against a Board Member as well as Board Members' claims against Plaintiff J. Nyre and others; (7) making disparaging remarks about Plaintiff J. Nyre in the community; (8) failing to provide timely notice of Mr. Marino's withdrawal of claims against Plaintiff J. Nyre; and (9) initially failing to pay Plaintiff J. Nyre's club payment consistent with the Agreement and, then, unilaterally and improperly imputing said payment as income to Plaintiff J. Nyre.

270. Despite Plaintiff J. Nyre fully abiding by his obligations under the Agreement, Defendants failed to uphold their part of the bargain and, as a result, Plaintiff J. Nyre has been irreparably damaged.

**WHEREFORE**, Plaintiff J. Nyre demands judgment in his favor and against Defendants on this Count, together with compensatory and equitable relief, all remedies available under the

law, punitive damages, pre- and post-judgment interest, attorneys' fees and costs of suit, and for such other relief that the Court deems equitable and just.

### **COUNT EIGHT**

#### **CONSTRUCTIVE TERMINATION** **(As to Plaintiff J. Nyre)**

271. Plaintiff J. Nyre repeats each and every allegation set forth above as if set forth fully herein at length.

272. Defendants' actions created a work environment so intolerable that a reasonable person would rather resign than be forced to endure it.

273. Plaintiff J. Nyre reasonably felt Corporate Defendants' workplace was no longer a safe environment for him, and that he could no longer endure working for Defendants.

274. Based on the foregoing events articulated herein, Plaintiff J. Nyre was constructively terminated by Defendants.

275. As a proximate result of the aforementioned acts and omissions set forth herein, Plaintiff J. Nyre has sustained damages and will continue to suffer damages in the future.

**WHEREFORE**, Plaintiff J. Nyre demands judgment in his favor and against Defendants on this Count, together with compensatory and equitable relief, punitive damages, pre- and post-judgment interest, attorneys' fees and costs of suit, and for such other relief that the Court deems equitable and just.

#### **DEMAND FOR DISCOVERY OF INSURANCE COVERAGE**

Pursuant to Rule 4:10-2(b), demand is made that Defendants disclose to Plaintiffs' attorney whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of the judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and

provide Plaintiffs' attorney with true copies of those insurance agreements or policies, including, but not limited to, any and all declaration sheets. This demand shall include and cover not only primary insurance coverage, but also any excess, catastrophe, and umbrella policies.

**DEMAND FOR TRIAL BY JURY**

Plaintiffs demand a trial by jury on all issues.

McOMBER McOMBER & LUBER, P.C.  
*Attorneys for Plaintiffs, Joseph Nyre, Ph.D. and Kelli Nyre*

By: /s/ R. Armen McOmber  
R. ARMEN McOMBER, ESQ.

Dated: February 5, 2024

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, R. ARMEN McOMBER, ESQUIRE is hereby designated as trial counsel for Plaintiffs.

**CERTIFICATION**

Pursuant to Rule 4:25-1, it is hereby certified that, to the best of my knowledge, there are no other civil actions or arbitration proceedings with respect to this matter and no other parties need to be joined at this time.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

McOMBER McOMBER & LUBER, P.C.  
*Attorneys for Plaintiffs, Joseph Nyre, Ph.D. and Kelli Nyre*

By: /s/ R. Armen McOmber  
R. ARMEN McOMBER, ESQ.

Dated: February 5, 2024

# Civil Case Information Statement

## Case Details: ESSEX | Civil Part Docket# L-000867-24

**Case Caption:** NYRE, PH.D. JOSEPH VS SETON HALL  
UNIVERSIT Y

**Case Initiation Date:** 02/05/2024

**Attorney Name:** RICHARD ARMEN MC OMBER

**Firm Name:** MCOMBER MCOMBER & LUBER, PC

**Address:** 54 SHREWSBURY AVE

RED BANK NJ 07701

**Phone:** 7328426500

**Name of Party:** PLAINTIFF : Nyre, Ph.D., Joseph, R

**Name of Defendant's Primary Insurance Company**  
(if known): Unknown

**Case Type:** WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE  
PROTECTION ACT (CEPA)

**Document Type:** Complaint with Jury Demand

**Jury Demand:** YES - 6 JURORS

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same  
transaction or occurrence)?** NO

**Does this case involve claims related to COVID-19?** NO

**Are sexual abuse claims alleged by: Joseph R Nyre, Ph.D.?** NO

**Are sexual abuse claims alleged by: Kelli L Nyre?** NO

## THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** YES

**If yes, is that relationship:** Employer/Employee

**Does the statute governing this case provide for payment of fees by the losing party?** YES

**Use this space to alert the court to any special case characteristics that may warrant individual  
management or accelerated disposition:**

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

**Please check off each applicable category:** Putative Class Action? NO Title 59? NO Consumer Fraud? NO  
Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*



02/05/2024  
Dated

/s/ RICHARD ARMEN MC OMBER  
Signed