

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

STEPHEN J. SAFRANEK, EDWARD
C. LYONS, and PHILIP A. PUCILLO

Plaintiffs,

Melinda Morris

vs.

CASE NO. 07 1134 CZ

THOMAS STEPHEN MONAGHAN,
an individual, BERNARD DOBRANSKI,
*an individual, in their individual and official
capacities*, AVE MARIA SCHOOL OF LAW,
a domestic non-profit corporation, FRIENDS
OF AVE MARIA SCHOOL OF LAW
a/k/a AVE MARIA SCHOOL OF LAW
FOUNDATION, *a domestic non-profit corporation*,
and AVE MARIA FOUNDATION, *a domestic
non-profit corporation, Jointly and Severally*

Defendants.

RECEIVED
OCT 17 2007
Washtenaw County
Clerk/Register

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COMPLAINT AND DEMAND FOR JURY TRIAL

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

Plaintiffs **Stephen J. Safranek, Edward C. Lyons and Philip A. Pucillo** by their attorneys **Deborah L. Gordon PLC**, complain against Defendants **Thomas Stephen Monaghan, Bernard Dobranski, Ave Maria School of Law, Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation, and Ave Maria Foundation** as follows:

Jurisdiction and Parties

1. This is an action for wrongful discharge in violation of the public policy of the State of Michigan and in violation of Michigan's Whistleblowers' Protection Act, Mich. Comp.Laws 15.361 *et seq.* Mich. Stat.Ann.17.428(1) *et seq.*, and for tortious interference with advantageous business relationships and breach of contract under the common laws of the State of Michigan.

2. Plaintiffs' claims arise out of their employment relationship with Defendants **Ave Maria School of Law, Bernard Dobranski, and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation.**

3. Plaintiff **Stephen J. Safranek** is a resident of and does business in Washtenaw County, Michigan.

4. Plaintiff **Edward C. Lyons** is a resident of and does business in Washtenaw County, Michigan.

5. Plaintiff **Philip A. Pucillo** is a resident of and does business in Washtenaw County, Michigan.

6. Defendant **Ave Maria School of Law** is a Michigan non-profit corporation, incorporated in 2000 and doing business in Washtenaw County, Michigan.

7. Defendant **Thomas Stephen Monaghan** is a resident of and does business in Washtenaw County, Michigan.

8. Defendant **Bernard Dobranski** is a resident of and does business in Washtenaw County, Michigan.

9. Defendant **Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation** is a Michigan non-profit corporation, incorporated in 1999 and doing business in Washtenaw County, Michigan.

10. Defendant **Ave Maria Foundation** is a Michigan non-profit corporation, originally incorporated in 1983 under the names Mater Christi Foundation, Domino's Foundation and Thomas S. Monaghan Foundation. It does business in Washtenaw County, Michigan.

11. Plaintiffs sue Defendants **Monaghan** and **Dobranski** in their individual and official capacities, and sue all Defendants jointly and severally.

12. The events giving rise to this suit occurred in Washtenaw County, Michigan.

13. As to each Plaintiff, the amount in controversy exceeds Twenty-Five Thousand (\$25,000) Dollars, exclusive of interest, costs and attorney fees and the matter is otherwise within the jurisdiction of this Court.

Background Facts

14. Plaintiff **Safranek** was offered a tenured position as Professor of Law at Defendant **Ave Maria School of Law**, which he accepted in June 2000.

15. Plaintiff **Safranek's** contractual employment relationship with Defendants is embodied in the attached offer letter and Faculty Handbook, **Exhibits A** and **B** respectively.

16. A tenured position of the type Plaintiff **Safranek** holds is a contract position with a for-cause-only termination provision.

17. Plaintiff **Safranek** had also been offered a contract by Defendant **Monaghan** in 1998 to develop and build a Catholic law school in Ann Arbor, Michigan.

18. In reliance on the representations made by Defendant **Monaghan** in 1998 and 1999, Plaintiff **Safranek** donated \$20,000 to Defendant **Monaghan's** entities, worked for Defendant **Monaghan's** entities without compensation, moved his family to Ann Arbor without reimbursement, and relinquished his tenure rights at another law school.

19. Plaintiff **Lyons** joined the faculty at Defendant **Ave Maria School of Law** as a tenure-track Assistant Professor of Law, in 2001.

20. Plaintiff **Lyons'** contractual employment relationship with Defendants is embodied in the attached offer letter and Faculty Handbook, **Exhibits C and B** respectively.

21. Plaintiff **Pucillo** joined the faculty as a tenure-track Assistant Professor of Law in 2001.

22. Plaintiff **Pucillo's** contractual employment relationship with Defendants is embodied in the attached offer letter and Faculty Handbook, **Exhibits D and B** respectively.

23. A tenure-track position of the type Plaintiffs **Lyons** and **Pucillo** held is a contract position that carries a six-year employment term.

24. Upon application by an eligible candidate for tenure, Defendant **Ave Maria School of Law** is contractually obligated to evaluate that candidate according to established standards, and to award tenure to that candidate upon his or her fulfillment of those standards.

25. The terms and conditions of both a tenured position and a tenure-track position with Defendant **Ave Maria School of Law** are subject to the terms of the Faculty Handbook,

along with statements and standards of the American Bar Association (“ABA”), American Association of University Professors, and the Association of American Colleges and Universities, all incorporated by reference in the Faculty Handbook.

26. Defendant **Ave Maria School of Law** accepted its first class of students in fall 2000.

27. Defendant **Monaghan** serves as Chair of the Board of Governors of Defendant **Ave Maria School of Law**.

28. Defendant **Dobranski** serves as President and Dean of Defendant **Ave Maria School of Law**, as well as a member of its Board of Governors.

29. On information and belief, **Dobranski** serves in these capacities under a secretly negotiated, undisclosed ten-year contract of employment with **Monaghan**, which currently guarantees him the among highest salaries for any law school dean in the country.

30. Defendant **Monaghan** has exercised pervasive and systematic control over all aspects of Defendant **Ave Maria School of Law’s** operations, through his own actions and acting through Defendant **Dobranski** and other agents.

31. Defendant **Monaghan** improperly controls Defendant **Ave Maria School of Law** and its Board of Governors by permitting his private, conflicting interests to supersede the best interests of the law school and to interfere with the law school’s contractual relations with Plaintiffs.

32. On information and belief, Defendant **Monaghan** serves in the following conflicting fiduciary capacities with regard to the Defendant entities and other relevant entities, in addition to serving as Chair of the Board of Governors of Defendant **Ave Maria School of Law**:

- a. He is President and Chairman of the Board of Defendant **Ave Maria Foundation**.
- b. He is Director of Ave Maria University Corporation.
- c. He is Chancellor and Trustee of Ave Maria University, located in Florida.
- d. He is partner in a Florida LLC, known as Nua Baile LLC, which in turn is a partner in Ave Maria Development LLP together with Barron Collier Co.

33. These entities share complex interrelations that are compromised by Defendant **Monaghan's** financial stake in the various Ave Maria entities.

34. For example, Defendant **Ave Maria School of Law** receives the majority of its non-tuition funding from Defendant **Ave Maria Foundation**, Defendant **Monaghan's** primary vehicle for charitable giving.

35. Upon dissolution of Defendant **Ave Maria School of Law**, all assets are to be distributed exclusively to Defendant **Ave Maria Foundation**.

36. At the same time, Defendant **Monaghan** directly or derivatively holds a significant financial stake in the development of Ave Maria Town, a controversial planned community in Southwest Florida built to fulfill **Monaghan's** unique understanding of Catholic principles and precepts.

37. Defendant **Monaghan** has publicly stated that he or his interests own a 50% stake in the profits to be realized from the sale of property in Ave Maria Town.

38. On information and belief, Defendant **Monaghan** also owns over 70 acres of land in or around Ave Maria Town, the assessed value of which is well over \$1,000,000.

39. As such, Defendant **Monaghan**, and entities for whom he acts as a principal or agent, stand to profit substantially from the development of his town.

40. This development could only be assisted by the relocation of hundreds of students, faculty members, and staff of **Ave Maria School of Law** to Ave Maria Town.

41. Beyond Defendant **Monaghan's** financial stake in developing his town, he has claimed that the Virgin Mary, whom Catholics revere as the Mother of God, personally directed him to develop Ave Maria Town and Ave Maria University in Southwest Florida.

42. In 2002, Defendant **Ave Maria School of Law** took the first major step toward becoming a fully accredited law school when it received provisional approval from the ABA Section on Legal Education.

43. Almost immediately thereafter, Defendant **Monaghan** announced that he wanted to move Defendant **Ave Maria School of Law** from Ann Arbor, Michigan to Ave Maria Town.

44. On information and belief, Defendant **Monaghan** acted through Defendant **Dobranski** at all times to manipulate the faculty, staff, and the Board of Governors of Defendant **Ave Maria School of Law** to approve this move.

45. Notwithstanding **Monaghan** and **Dobranski's** efforts to move Defendant **Ave Maria School of Law**, the plan was shelved while the school awaited the critical decision on its final accreditation from the ABA. In fact, in order to facilitate accreditation, Defendants represented to the ABA that there was *no* plan to move the law school.

46. In 2004, Defendant **Ave Maria School of Law** submitted its application for full approval from the ABA.

47. The application, signed by Defendants **Monaghan** and **Dobranski**, included specific and firm commitments on the part of Defendants **Monaghan** and the **Ave Maria Foundation** to fund Defendant **Ave Maria School of Law** at least through its 2009-2010 academic year.

48. Defendants **Monaghan** and **Dobranski** also represented to the ABA and to the faculty, among other things, that Monaghan was committed to spending \$100 million on Defendant **Ave Maria School of Law**.

49. In August 2005, the ABA fully approved Defendant **Ave Maria School of Law**.

50. Under Michigan Supreme Court Rules, ABA approval qualifies graduates of Defendant **Ave Maria School of Law** to sit for the Michigan Bar and be admitted to the practice of law.

51. This accreditation also qualifies its graduates to sit for the bar examination throughout the United States.

52. As such, ABA approval was overwhelmingly valuable to Defendant **Ave Maria School of Law**.

53. In 2005, after receiving the news of accreditation, Defendants **Monaghan** and **Dobranski** renewed efforts to move Defendant **Ave Maria School of Law** to Ave Maria Town.

54. Defendant **Monaghan** insisted that if Defendant **Ave Maria School of Law** was not moved, he would cut off all funding for the school, notwithstanding his representations to the ABA and its effect on faculty, students, staff and alumni alike.

55. Because the prospect of a move undermined Defendant **Ave Maria School of Law's** fledgling status as fully approved by the ABA, Plaintiffs undertook numerous efforts to counteract the improper influence of Defendant **Monaghan** and his conflicting interests.

56. Among these efforts was a letter of July 21, 2006, in which Plaintiffs reported their ongoing concerns to the ABA Section on Legal Education.

57. Specifically, the letter disclosed noncompliance on the part of Defendant **Ave Maria School of Law** with various ABA Standards, deriving from “the Law School Administration’s effort to facilitate Mr. Monaghan’s personal desires concerning the Law School” over “the Law School’s best interests” and the “requirements of ABA accreditation.”

58. Defendants became aware of the letter when the ABA disclosed it to Defendant **Dobranski** in or around August 2006.

59. In addition to their report of noncompliance to the ABA, Plaintiffs opposed the planned move of Defendant **Ave Maria School of Law** to Defendant **Monaghan’s** town in a variety of respects, including by a faculty vote against the move on September 26, 2006.

60. In July 2007, Plaintiffs further reported violations of fiduciary duties and failures on the part of Defendants to respect the corporate form of Defendant **Ave Maria School of Law** to Michigan’s Attorney General.

61. Throughout the existence of Defendant **Ave Maria School of Law**, Plaintiff **Safranek** was uncomfortable with various activities undertaken by Defendants **Monaghan** and **Dobranski**.

62. Among those concerns were Defendant **Monaghan’s** use of the funds of Defendant **Ave Maria School of Law** to advance **Monaghan’s** personal, political interests.

63. Plaintiff **Safranek** also raised concerns about the legality of Defendant **Ave Maria School of Law’s** federal income tax treatment of erstwhile Supreme Court nominee and Ave Maria Professor Robert Bork as an independent contractor.

64. Upon specific questioning, Defendant **Dobranski** refused to inform the faculty’s Committee on Promotions and Tenure as to Bork’s status at Defendant **Ave Maria School of Law**.

65. Defendant **Ave Maria School of Law** represents that Bork is a full-time tenured faculty member—with all the rights and duties thereof—while paying him as an independent contractor through the Bork Law Firm, PC.

66. In 2006, Plaintiff **Safranek** discovered even more disturbing activity.

67. Based on discussions with law school employees and reports prepared by the Michigan State Police, he concluded that certain staff at Defendant **Ave Maria School of Law** used their positions and law school resources to obstruct a criminal investigation into a priest's alleged involvement in sex offenses, including possession of child pornography.

68. At the time of this involvement of law school staff and resources in assisting the accused priest, the matter had been under investigation by the Livingston County Prosecutor's Office, the Michigan State Police, and/or the Michigan Attorney General's Office.

69. Defendant **Dobranski** became aware of the issue, but refused to alert any law enforcement agencies of the role Defendant **Ave Maria School of Law** had played in possibly obstructing an ongoing criminal investigation.

70. Plaintiff **Safranek** filed a report with various law enforcement agencies regarding his knowledge of the efforts to obstruct the criminal investigation into the priest's alleged involvement in sex offenses.

71. The actions of Plaintiffs have led to ever-increasing retaliation, including disgusting and false smears upon Plaintiff **Safranek's** character.

72. In particular, beginning August 31, 2006, the same day that the ABA issued a letter to Defendant **Dobranski** regarding the Plaintiffs' July 21, 2006 complaint, Defendant **Dobranski** issued Plaintiff **Safranek** a letter of censure.

73. This censure was just the first in a series of unjustified and baseless discipline issued by Defendant **Dobranski** against Plaintiff **Safranek**.

74. On July 20, 2007, Defendant **Dobranski** notified Plaintiff **Safranek** that the Executive Committee of the Board of Governors of Defendant **Ave Maria School of Law** summarily suspended him, without pay as of September 15, 2007.

75. Defendant **Dobranski** further notified Plaintiff **Safranek** that Defendant **Ave Maria School of Law** had commenced termination proceedings against him.

76. Defendant **Ave Maria School of Law** has afforded Plaintiff **Safranek** no opportunity to appeal the decision to suspend him without pay.

77. Within the same time frame as Plaintiff **Safranek's** suspension, Defendants eliminated Plaintiffs **Lyons** and **Pucillo** as well.

78. While plans to move the law school were temporarily stalled, in 2004, Plaintiffs **Lyons** and **Pucillo** were told that they had "made satisfactory progress toward tenure."

79. Plaintiffs **Lyons** and **Pucillo** were subsequently promoted to the rank of Associate Professors of Law in 2005 and 2006, respectively, based on Defendant **Dobranski's** determination that they had satisfied or exceeded requirements in the areas of teaching, scholarship, and service.

80. However, after the plans to move Defendant **Ave Maria School of Law** were intensified and Plaintiffs **Lyons** and **Pucillo** internally and externally participated in efforts to counteract Defendant **Monaghan's** conflicting interests by reporting violations or suspected violations of law, these Plaintiffs were subjected to adverse employment actions, including receiving unusually low salary increases.

81. Moreover, Plaintiff **Lyons** and **Pucillo's** activities resulted in their denial of tenure.

82. In May 2007, the Committee on Promotions and Tenure, which comprises all tenured faculty members of Defendant **Ave Maria School of Law**, unanimously concluded that Plaintiffs **Lyons** and **Pucillo** had exceeded each of the requirements for tenure, and accordingly recommended to Defendant **Dobranski** that they receive tenure.

83. Nevertheless, Defendant **Dobranski** recommended that the Board of Governors of Defendant **Ave Maria School of Law** deny tenure to them.

84. *Despite the unanimous recommendation of the Committee on Promotions and Tenure*, the Board of Governors of Defendant **Ave Maria School of Law** denied Plaintiffs **Pucillo** and **Lyons** tenure, immediately suspended their teaching responsibilities, removed their offices, and placed them on terminal leave of absence.

85. The improper standards applied by Defendant **Dobranski** in recommending that Plaintiffs **Lyons** and **Pucillo** be denied tenure were retaliatory, a mere pretext to justify Defendants' punishment of Plaintiffs for counteracting Defendant **Monaghan** conflicting interests and for making damaging disclosures or anticipated disclosures of violations of law and public policy.

86. Plaintiffs **Lyons** and **Pucillo** learned of the tenure denials on August 8, 2007.

87. Although the Faculty Handbook provides that a faculty member may appeal a denial of tenure, Defendant **Dobranski** has informed Plaintiffs **Lyons** and **Pucillo** that no such procedure exists at this time.

88. As to all three Plaintiffs, the above adverse employment actions were groundless justifications for a course of action that was in fact motivated by Defendants' desperate desire

to silence Plaintiffs for their attempts to counteract the improper influence of Defendant **Monaghan** and his conflicting interests, and to punish Plaintiffs for the damaging disclosures of violations of law and public policy they had made or were about to make.

COUNT I

*Wrongful Discharge in Violation of Public Policy ("Public Policy Tort")
By all Plaintiffs Against Ave Maria School of Law, Bernard Dobranski, and Friends
of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation*

89. Plaintiffs repeat and reallege Paragraphs 1 through 88 set forth above with the same force and effect as though set forth in full herein.

90. During the course of their employment with Defendants, Plaintiffs refused to acquiesce in violations of law, and internally objected to illegal practices.

91. In particular, Plaintiffs attempted to comply with State and Federal laws, regulations, and rules governing the independence of the corporate form, fiduciary duties, taxation of employees; laws, regulations, and rules forbidding obstruction of justice and or destruction of evidence of criminal activity; and ABA standards.

92. Plaintiffs' discipline, including Plaintiff **Safranek's** suspension and Plaintiff **Lyons** and **Pucillo's** tenure denial and suspension, were motivated, in part, by their refusal to violate the law and acquiesce in violations of law and for their internal objections to illegal practices.

93. Plaintiffs' discipline was carried out in retaliation for their internal objections to and refusals to acquiesce in and engage in violations of law.

94. Plaintiffs' discipline violates clearly established public policy of the State of Michigan that an employer may not adversely alter an employee's employment when the reason for the alteration was the failure or refusal to violate a law in the course of employment.

95. As a direct and proximate result of the violation of Plaintiffs' rights as alleged, each Plaintiff has suffered irreparable harm, injuries, and damages, including but not limited to loss of earnings and earning capacity, past and future lost earnings, the value of fringe and pension benefits, and each Plaintiff has sustained mental and emotional distress, embarrassment, humiliation, anxiety about the future, damage to his good name and reputation, and loss of the ordinary pleasures of everyday life, including the right to pursue the gainful occupation of his choice.

COUNT II

Wrongful Termination in Violation of the Whistleblowers' Protection Act By all Plaintiffs Against Ave Maria School of Law, Bernard Dobranski, and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation

96. Plaintiffs repeat and reallege Paragraphs 1 through 95 set forth above with the same force and effect as though set forth in full herein.

97. Plaintiffs **Stephen J. Safranek, Edward C. Lyons and Philip A. Pucillo** were employees, and Defendants **Ave Maria School of Law, Bernard Dobranski, and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation** were their employer, covered by and within the meaning of Michigan's Whistleblowers' Protection Act, Mich.Comp. Laws 15.361 *et seq*; Mich.Stat. Ann. 17.428(1).

98. Plaintiffs reported or were about to report violations or suspected violations of State and Federal laws, regulations, and rules governing the independence of the corporate form and breach fiduciary duty/conflict of interest to the ABA, the State Attorney General, and other law enforcement agencies.

99. Plaintiff **Safranek** reported or was about to report violations or suspected violations of State and Federal laws, regulations, and rules governing the taxation of employees to the Internal Revenue Service.

100. Plaintiff **Safranek** reported or was about to report violations or suspected violations of State and Federal laws, regulations, and rules forbidding obstruction of justice and/or destruction of evidence of criminal activity to the U.S. Attorney, the State Police and the State Attorney General.

101. Defendants, by their agent(s), were aware that Plaintiffs had reported violations or suspected violations of law to a public body.

102. Defendants' actions in retaliating against Plaintiffs and suspending their employment were intentional and in disregard for the rights and sensibilities of Plaintiffs.

103. The retaliatory conduct of Defendants and their agents is a violation of Michigan's Whistleblowers' Protection Act. Mich.Comp.Laws 15.362; Mich.Stat. Ann. 17.428(2).

104. As a direct and proximate result of the violation of Plaintiffs' rights as alleged, each Plaintiff has suffered irreparable harm, injuries, and damages, including but not limited to loss of earnings and earning capacity, past and future lost earnings, the value of fringe and pension benefits, and each Plaintiff has sustained mental and emotional distress, embarrassment, humiliation, anxiety about the future, damage to his good name and reputation, and loss of the ordinary pleasures of everyday life, including the right to pursue the gainful occupation of his choice.

COUNT III

Tortious Interference with an Advantageous Business Relationship or Expectancy By all Plaintiffs Against Defendants Monaghan, Ave Maria Foundation, and Dobranski

105. Plaintiffs repeat and reallege Paragraphs 1 through 104 set forth above with the same force and effect as though set forth in full herein.

106. Plaintiffs each had an advantageous business relationship and expectancy with Defendant **Ave Maria School of Law and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation.**

107. Defendants **Monaghan, Ave Maria Foundation and Dobranski** were aware of each Plaintiff's advantageous business relationship and expectancy with Defendant **Ave Maria School of Law and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation.**

108. Defendants **Monaghan, Ave Maria Foundation, and Dobranski**, directly and through their employees, agents, and representatives, intentionally, improperly, and without justification interfered with Plaintiffs' advantageous business relationship and expectancy with Defendant **Ave Maria School of Law and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation.**

109. This interference was done solely to further Defendant **Monaghan, Ave Maria Foundation and Dobranski's** interest in moving Defendant **Ave Maria School of Law** to **Monaghan's** town, Ave Maria Town, in fulfillment of a religious vision purportedly received by Defendant **Monaghan.**

110. Defendants **Monaghan, Ave Maria Foundation, and Dobranski**, acted with malice in interfering with Plaintiffs' business relationship and expectancy.

111. As a direct and proximate result of Defendants' actions as described above, each Plaintiff's business relationship and expectancy with Defendant **Ave Maria School of Law and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation** was suspended and tenure termination proceedings were initiated or tenure was denied.

112. As a direct and proximate result of Defendants' wrongful actions as described above, each Plaintiff has sustained damages including but not limited to, monetary damages, loss of earnings and earning capacity, past and future lost earnings, loss of career opportunities, loss of professional reputation and esteem in the community, mental and emotional distress, and loss of the enjoyment of the ordinary pleasures of everyday life.

COUNT IV

Breach of Contract

By Plaintiff Safranek Against Defendants Ave Maria School of Law, Bernard Dobranski, and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation

113. Plaintiff **Safranek** repeats and realleges Paragraphs 1 through 112 set forth above with the same force and effect as though set forth in full herein.

114. Plaintiff **Safranek** was employed by Defendants **Ave Maria School of Law and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation** pursuant to Defendant **Monaghan's** offer to him as well as his employment offer, **Exhibit A**, and the terms established in the Faculty Handbook, **Exhibit B**.

115. Defendants' failure and refusal to abide by the terms of this contract of employment by summarily suspending Plaintiff **Safranek** without cause and depriving him of pay constitutes a breach of said contract.

116. Defendants' failure and refusal to fulfill the promises made to Plaintiff **Safranek** by Defendant **Monaghan**, upon which promises Plaintiff **Safranek** relied, constitutes a breach of contract.

117. All conditions precedent to full performance on the part of Defendants occurred.

118. As a direct and proximate result of Defendants' breach of contract, Plaintiff **Safranek** has sustained damages including consequential damages.

COUNT V

Breach of Contract

By Plaintiff Lyons Against Defendants Ave Maria School of Law, Bernard Dobranski, and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation

119. Plaintiff **Lyons** repeats and realleges Paragraphs 1 through 118 set forth above with the same force and effect as though set forth in full herein.

120. Plaintiff **Lyons** was employed by Defendants **Ave Maria School of Law and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation** pursuant to his employment offer, **Exhibit C**, and the terms established in the Faculty Handbook, **Exhibit B**.

121. Defendants breached said contract by failing to evaluate tenure for Plaintiff **Lyons** according to the procedures and standards established for doing so; by immediately suspending him from his teaching responsibilities; by removing him from his office; by placing him on terminal leave of absence; and by denying him review of his suspension and/or tenure denial.

122. All conditions precedent to full performance on the part of Defendants occurred.

123. As a direct and proximate result of Defendants' breach of contract, Plaintiff **Lyons** has sustained damages including consequential damages.

COUNT VI

Breach of Contract

By Plaintiff Pucillo Against Defendants Ave Maria School of Law, Bernard Dobranski, and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation

124. Plaintiff **Pucillo** repeats and realleges Paragraphs 1 through 121 set forth above with the same force and effect as though set forth in full herein.

125. Plaintiff **Pucillo** was employed by Defendants **Ave Maria School of Law and Friends of Ave Maria School of Law a/k/a the Ave Maria School of Law Foundation**

pursuant to his employment offer, **Exhibit D**, and the terms established in the Faculty Handbook, **Exhibit B**.

126. Defendants breached said contract by failing to evaluate tenure for Plaintiff **Pucillo** according to the procedures and standards established for doing so; by immediately suspending him from his teaching responsibilities; by removing him from his office; by placing him on terminal leave of absence; and by denying him review of his suspension and/or tenure denial.

127. All conditions precedent to full performance on the part of Defendants occurred.

128. As a direct and proximate result of Defendants' breach of contract, Plaintiff **Pucillo** has sustained damages including consequential damages.

For all of the foregoing reasons, Plaintiffs demand judgment against Defendants as follows:

A. Legal Relief:


1. Compensatory damages in whatever amount each Plaintiff is found to be entitled;
2. Exemplary damages in whatever amount each Plaintiff is found to be entitled;
3. Punitive damages in whatever amount each Plaintiff is found to be entitled;
4. A judgment for lost wages and benefits, past and future, in whatever amount each Plaintiff is found to be entitled;
5. An award of interest, costs and reasonable attorney fees.

B. Equitable Relief:

1. An injunction out of this Court prohibiting any further acts of wrongdoing.
2. An award of interest, costs and reasonable attorney fees.

3. Whatever other equitable relief appears appropriate at the time of final judgment.

DEBORAH L. GORDON, PLC


By: 
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DATED: October 17, 2007

JURY DEMAND

Plaintiffs **Stephen J. Safranek, Edward C. Lyons and Philip A. Pucillo**, by their attorneys, **Deborah L. Gordon, PLC**, demand a trial by jury of all the issues in this cause.

DEBORAH L. GORDON, PLC

By: 
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DATED: October 17, 2007