

San Francisco Superior Courts
Information Technology Group

Document Scanning Lead Sheet

Apr-03-2008 2:54 pm

Case Number: CGC-08-473864

Filing Date: Apr-03-2008 2:42

Juke Box: 001 Image: 02078116

COMPLAINT

JESSIE EVANS VS. THE UNIVERSITY OF SAN FRANCISCO et al

001C02078116

Instructions:

Please place this sheet on top of the document to be scanned.

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO) :**

THE UNIVERSITY OF SAN FRANCISCO,
DEBRA GORE-MANN, MICHAEL VARTAIN,
and DOES 1 to 15, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTA DEMANDANDO EL DEMANDANTE) :**

JESSIE EVANS

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DIAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):

San Francisco County Superior Court

CASE NUMBER:
(NÚMERO DE CASO) **0508-473864**

400 McAllister Street

San Francisco, CA 94102

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Dan Siegel, 56400

Siegel & Yee

499 14th Street, Suite 220

Oakland, CA 94612

510) 839-1200

DATE: April 3, 2008

GORDON TARK-LL

Cristina E. Quintana Deputy

(Fecha)

(Secretario)

(Adjunto)

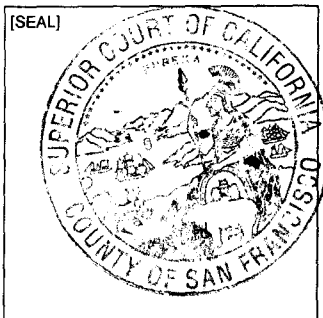
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify) :
- on behalf of (specify) :
under:

<input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify) :	
- by personal delivery on (date) :



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Dan Siegel 56400
Siegel & Yee
499 14th Street, Suite 220
Oakland, CA
TELEPHONE NO.: (510) 839-1200 FAX NO.: (510) 444-6698
ATTORNEY FOR (Name): Plaintiff Jessie Evans

FOR COURT USE ONLY
FILED
Superior Court of California
County of San Francisco
APR 3 - 2008
GORDON PARK II Clerk
BY: [Signature] Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME:

CASE NAME: Evans v. University of San Francisco,
Debra Gore-Mann, Michael Vartain

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 08-473864
JUDGE:
DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input checked="" type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 3
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 3, 2008

Dan Siegel, 56400
(TYPE OR PRINT NAME)

[Signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

1 DAN SIEGEL, SBN 56400
ALAN S. YEE, SBN 091444
2 DEAN ROYER, SBN 233292
3 SIEGEL & YEE
4 499 14th Street, Suite 220
Oakland, CA 94612
Telephone: (510) 839-1200
5 Telefax: (510) 444-6698

6 Attorneys for Plaintiff
7 JESSIE EVANS

APR 3 2008 FILED Superior Court of California County of San Francisco

APR 3 2008 GORDON PARKLI Clerk BY: MANAGEMENT CONFERENCE SET

SUMMONS ISSUED

SEP 5 2008 - 9:02 AM

DEPARTMENT 112

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

14 JESSIE EVANS,
15 Plaintiff,

No. 08-273864

16 v.

17 VERIFIED COMPLAINT
18 FOR DAMAGES

18 THE UNIVERSITY OF SAN FRANCISCO,
19 DEBRA GORE-MANN, MICHAEL
VARTAIN, and DOES 1 to 15, inclusive,

(Employment)

20 Defendants.

21
22 Comes now plaintiff JESSIE EVANS and alleges the following:

23 PRELIMINARY STATEMENT

24 1. Jessie Evans, the head men's basketball coach at the University of San Francisco
25 (USF), brings this action for damages for breach of contract, breach of the covenant of good faith and
26 fair dealing, fraud, defamation, interference with contractual rights, and interference with prospective
27

1 economic advantage, based upon USF's unlawful termination of his employment contract and related
2 actions. Although Evans' contract provides for his termination without cause and for USF's payment
3 of liquidated damages upon such occurrence, defendants falsely claimed that USF had just cause to
4 terminate his contract in order to avoid making payments required by his contract. Additionally,
5 defendants made defamatory comments about plaintiff's job performance and alleged violations of
6 National Collegiate Athletic Association (NCAA) rules, thereby interfering with his ability to obtain
7 new employment as a college basketball coach.
8

9 JURISDICTION AND VENUE

10 2. Plaintiff Evans' claims arise under the statutory and common law of the State of
11 California.

12 3. The actions and events giving rise to this lawsuit occurred in the City and County of
13 San Francisco.
14

15 PARTIES

16 4. At times relevant hereto, plaintiff JESSIE EVANS was the Head Basketball Coach of
17 USF's intercollegiate men's basketball team. Evans is a resident of the City and County of San
18 Francisco.

19 5. At all times relevant hereto, defendant UNIVERSITY OF SAN FRANCISCO was and
20 is a California non-profit corporation with its principal place of business in the City and County of
21 San Francisco.
22

23 6. Defendant DEBRA GORE-MANN is the Executive Director of Athletics for USF.
24 Defendant Gore-Mann maintains her principal office for the conduct of her responsibilities on behalf
25 of USF in the City and County of San Francisco.
26
27

1 7. Defendant MICHAEL VARTAIN is an attorney retained by USF to represent it in
2 connection with plaintiff's contractual disputes with USF. Defendant Vartain maintains his principal
3 place of business within the City and County of San Francisco.

4 8. Plaintiff is unaware of the true names and capacities of the defendants sued herein as
5 DOES 1 through 15, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff
6 will amend this complaint to allege their true names and capacities when they become known to
7 plaintiff. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 8 are agents of
8 USF, acted in concert with USF, and are liable for some or all of the damages suffered by plaintiff.
9 Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 15 are residents of the
10 State of California.

11 STATEMENT OF FACTS

12
13
14 9. Jessie Evans is a well-respected college basketball coach who served as an assistant
15 coach for NCAA Division 1 men's basketball programs at University of Minnesota, San Diego State,
16 University of Wyoming, University of Texas, and University of Arizona from 1976 through 1997.

17 10. Evans became the head coach at the University of Louisiana-Lafayette in 1997 and led
18 his team to the NCAA Tournament in 2000 and 2003. Evans left the University of Louisiana-
19 Lafayette voluntarily to accept the position of head men's basketball coach at USF. At the time he
20 left the University of Louisiana-Lafayette Evans was in good standing and had good cause to believe
21 that he could have remained in that position for as long as he wished.

22
23 11. In 2004, USF Executive Director of Athletics Bill Hogan recruited Evans to be the
24 Head Basketball Coach at USF. In doing so he falsely assured Evans that he could look forward to a
25 long career at USF and that USF would scrupulously observe all terms of its Employment Agreement
26 with Evans, including the five-year initial period of employment set forth therein.
27

1 12. In light of USF's representations and in reasonable reliance upon its assurances that it
2 would honor its contractual commitments to him, Evans resigned from his position at the University
3 of Louisiana-Lafayette, in Lafayette, Louisiana, and relocated to San Francisco with his wife.

4 13. On April 21, 2004, USF and Evans entered into an Employment Agreement whereby
5 Evans would serve as the Head Coach of USF's men's intercollegiate basketball team for five years,
6 through April 20, 2009. USF agreed to pay Evans a base salary of \$200,000 per year, plus (a) annual
7 increases to be determined by the Executive Director of Athletics; (b) standard USF fringe benefits,
8 including health insurance, life insurance, disability, vacation, and retirement plans; (c) housing
9 assistance and moving expenses; (d) an automobile, including liability and comprehensive insurance;
10 (e) reimbursement for out of pocket expenses; (f) term life insurance in the amount of one million
11 dollars; (g) bonuses for selection to the NCAA tournament and for each victory in that tournament;
12 (h) revenue sharing for men's basketball season ticket sales in excess of 800; (i) opportunities to earn
13 outside income; (j) a guarantee of compensation for radio and television appearances of at least
14 \$25,000 annually; and (k) use of USF's facilities without charge for summer basketball camps and
15 clinics. The total annual value of USF's contract with Evans is over \$300,000.

16 14. Article 8 of the Employment Agreement between USF and Evans provides for USF's
17 right to terminate the agreement under "certain limited circumstances."

18 15. Article 8(b) of the Employment Agreement provides that "just cause" for the
19 termination of Evans' employment means:
20

21 (a) "Deliberate and serious violations of Coach's duties or refusal or unwillingness to
22 perform such duties in good faith and to the best of Coach's ability;
23

24 (b) "Material violations by Coach of any of the other terms and conditions of this
25 Agreement not remedied after thirty (30) days written notice thereof to Coach;
26
27

1 (c) "Coach's conviction or admission (including a plea of nolo contendere) of any
2 criminal statute (excluding vehicular misdemeanors), Coach's confirmed act of moral turpitude,
3 and/or a confirmed violation by Coach of any rule, regulation, constitutional provision, or bylaw of
4 the NCAA which occurred during the term of this Agreement or prior hereto during any employment
5 by Coach at another NCAA member institution, any of which, in the sole judgment of University
6 would reflect adversely upon the University or its athletic program;
7

8 (d) "A serious and intentional violation by Coach of any law, rule, regulation,
9 constitutional provision, or bylaw of the University, the WCC or the NCAA, which in the sole
10 judgment of University would reflect adversely upon the University or its athletic program, including
11 any serious violations which may result in the University being placed on probation by the WCC or
12 the NCAA and including any violation which may have occurred during prior employment by Coach
13 at another NCAA institution;
14

15 (e) "A serious and intentional violation of any material law, rule, regulation,
16 constitutional provision, or bylaw of the University, the WCC or the NCAA by a member of the
17 coaching staffer (sic) any other person under Coach's supervision and direction, including student-
18 athletes in the intercollegiate men's basketball program which violation(s) are known to Coach, or
19 should have been known to Coach, and Coach fails to report said violation(s) to the University and, in
20 turn said failure of Coach may, in the sole but reasonable judgment of University, reflect adversely
21 upon the University or its athletic program; or
22

23 (f) "Prolonged unexcused absence from duty."

24 16. Termination of its Employment Agreement with Evans for cause relieves USF of its
25 further obligations to provide him with compensation and related benefits.
26
27

1 17. At no time during Evans' employment at USF did he commit acts that would justify
2 his termination "for cause" under his Employment Agreement with USF.

3 18. Article 11 of the Employment Agreement provides that, "University shall have the
4 right to terminate this Agreement prior to its scheduled expiration on April 20, 2009, without cause."
5 In such event, "Coach shall be entitled to liquidated damages" pursuant to Article 12, which provides
6 that USF shall pay Coach "an amount equal to Coach's base salary due under Section 7(a) of this
7 Agreement, as increased under Section 7(b), through the scheduled expiration date of this Agreement,
8 as may be amended from time to time in accordance with the terms hereof."

9
10 19. During Evans' first season at USF, his team compiled a record of 17 wins, 14 losses,
11 and was selected to the National Invitation Tournament.

12 20. Evans' career record as a head coach at USF and at Louisiana-Lafayette through the
13 2006-07 season was 159 wins, 129 losses (.552).

14 21. On May 31, 2005, in recognition of Evans' "exemplary" performance of his duties and
15 his "success with the men's basketball team," USF extended his Employment Agreement to April 20,
16 2010, and increased his compensation by amending the provision on Season Ticket Revenue Sharing
17 to state the following: "In addition to Coach's annual base salary, University agrees to pay Coach
18 twenty five percent (25%) of all revenue on season ticket sales in excess of the 2003-04 season
19 amount (\$110,000)."
20

21 22. On May 15, 2006, USF Executive Athletic Director Bill Hogan evaluated Evans' job
22 performance. Hogan graded Evans as "Outstanding" or "Exceeds Expectations" on 23 out of 35
23 performance categories and gave him no "Unsatisfactory" ratings.
24

25 23. On December 26, 2007, the day after Christmas, defendant Gore-Mann presented
26 Evans with an ultimatum: either (1) "request a leave of absence for the remainder of season to handle
27

1 a pressing personal or family issue, or other reason;" or (2) suffer an immediate, mid-season
2 suspension from employment, and the commencement of proceedings to terminate his employment
3 "for just cause."

4 24. Faced with this coercive and unacceptable choice between falsely stating that he had
5 requested a leave of absence or facing the humiliating and career damaging prospect of a public
6 suspension from his duties in the midst of the basketball season, and following discussions between
7 his agents and defendant Vartain, Evans reluctantly agreed to issuance of the statement: "Coach
8 Jessie Evans has requested a leave for the remainder of the basketball season." This statement is not
9 true.
10

11 25. On December 26, 2007, defendant Gore-Mann publicly announced in a USF press
12 release to the San Francisco Chronicle and other media that Evans had requested a leave from his
13 duties as head coach of the USF men's basketball program. This statement was false and misleading
14 in that it suggested that Evans had done so voluntarily rather than as a result of coercion.
15

16 26. Gore-Mann's statements damaged Evans' reputation and harmed him in his career as a
17 college basketball coach because they implied that he either suffered from a severe health problem
18 that interfered with his ability to function as a collegiate basketball coach or that he had committed
19 serious acts of misconduct that rendered him unfit for employment as a collegiate basketball coach.
20 Gore-Mann compounded the harm she inflicted on Evans by publicly claiming that he had engaged in
21 misconduct at his previous place of employment. That statement was false as well.
22

23 27. On information and belief, Does 9 through 13 urged defendant Gore-Mann to
24 terminate Evans from his position as head basketball coach at USF and to replace him with Eddie
25 Sutton. Does 9 through 13 acted in intentional disregard of Evans' contractual agreement with USF in
26
27

1 order to induce a breach of that contract. Their statements were a substantial cause of defendant
2 Gore-Mann's actions in removing Evans from his position as head basketball coach.

3 28. On December 26, 2007, defendants USF and Gore-Mann announced that Eddie Sutton
4 would replace Evans as USF's head basketball coach for the remainder of the 2007-08 season.

5 29. On or about March 10, 2008, defendant Vartain publicly stated in an article published
6 in the San Francisco Chronicle that Evans was guilty of numerous "secondary" NCAA violations
7 amounting to the "loss of control" of the men's basketball program at USF.

8 30. Defendant Vartain's statements were false and severely damaged Evans' reputation
9 and his career as a head college basketball coach. Defendant Vartain made these statements knowing
10 that they were false or in reckless disregard of their truth or falsity. The statement that Evans had lost
11 control of USF's men's basketball program severely damaged his reputation in the collegiate
12 basketball community and effectively made it impossible for him to obtain employment as an NCAA
13 Division 1 head basketball coach or assistant basketball coach.

14 31. On March 17, 2008, defendant Gore-Mann advised Evans that USF was terminating
15 his employment for "just cause."

16
17
18 FIRST CLAIM FOR RELIEF – BREACH OF CONTRACT
19 (Against defendant University of San Francisco)

20 32. Plaintiff refers to and incorporates by reference paragraphs 1-31 above as though fully
21 set forth herein.

22 33. By virtue of the foregoing, USF violated plaintiff Evans' rights under his Employment
23 Agreement with USF by, among other things, terminating his employment without just cause and by
24 failing to compensate him as required by the Agreement in the event of its termination without just
25 cause.
26
27

1 SECOND CLAIM FOR RELIEF – BREACH OF THE COVENANT OF GOOD FAITH
2 AND FAIR DEALING

3 (Against defendant University of San Francisco)

4 34. Plaintiff refers to and incorporates by reference paragraphs 1-33 above as though fully
5 set forth herein.

6 35. By virtue of the foregoing, USF violated the covenant of good faith and fair dealing in
7 its Employment Agreement with Evans through the actions of its agents, defendants Gore-Mann,
8 Vartain, and Does 1 through 4, in coercing Evans to state that he had requested a leave of absence,
9 making the public statements described above, and colluding with Does 9 through 13 to terminate
10 Evans' employment.

11 THIRD CLAIM FOR RELIEF - FRAUD
12 (Against defendant University of San Francisco)

13 36. Plaintiff refers to and incorporates by reference paragraphs 1-35 above as though fully
14 set forth herein.

15 37. USF induced Evans, who was not then an employee of USF, to move from Louisiana
16 to San Francisco to accept a position that would lead to long-term employment assuming that he
17 performed his duties and maintained his contractual commitments to USF. USF failed to disclose to
18 Evans that, regardless of his performance and satisfaction of the requirements of his Employment
19 Agreement, he would be subject to the termination of his employment and public attacks on his job
20 performance and character.

21 38. By virtue of the foregoing USF failed to disclose to Evans the existence of secret, *de*
22 *facto* requirements of his job and of its unwillingness to follow the terms of its Employment
23 Agreement with Evans and thereby made knowingly false representations concerning the character of
24 and compensation of his position at USF. Evans relied on such assurances and was damaged when he
25 and compensation of his position at USF. Evans relied on such assurances and was damaged when he
26 and compensation of his position at USF. Evans relied on such assurances and was damaged when he
27

1 was terminated from his employment at USF after giving up secure employment at the University of
2 Louisiana-Lafayette in reliance upon USF's misrepresentations.

3 FOURTH CLAIM FOR RELIEF – INTERFERENCE WITH CONTRACT AND WITH
4 PROSPECTIVE ECONOMIC ADVANTAGE
5 (Against defendants Does 9 through 13)

6 39. Plaintiff refers to and incorporates by reference paragraphs 1-38 above as though fully
7 set forth herein.

8 40. By virtue of the foregoing, Does 9 through 13 wrongfully interfered with Evans' rights
9 under his Employment Agreement with USF and with his rights and abilities to receive the economic
10 advantages of that Agreement and of future employment opportunities. Evans was damaged by the
11 actions of Does 9-13 in interfering with his contractual rights at USF.

12 FIFTH CLAIM FOR RELIEF – DEFAMATION
13 (Against defendant Gore-Mann)

14 41. Plaintiff refers to and incorporates by reference paragraphs 1-40 above as though fully
15 set forth herein.

16 42. By virtue of the foregoing, defendant Gore-Mann damaged Evans' reputation and
17 caused him economic harm.

18 SIXTH CLAIM FOR RELIEF – DEFAMATION
19 (Against defendant Vartain)

20 43. Plaintiff refers to and incorporates by reference paragraphs 1-42 above as though fully
21 set forth herein.

22 44. By virtue of the foregoing, defendant Vartain damaged Evans' reputation and caused
23 him economic harm.
24
25
26
27

DAMAGES

1
2 45. As a result of the actions of defendants, Evans has been injured and has suffered
3 damages as follows:

- 4 a. He has been deprived of compensation and other economic benefits to which
5 he is entitled under his Employment Agreement with USF;
6
7 b. He is likely to lose compensation to which he would otherwise be entitled in
8 the future;
9
10 c. He has suffered from emotional distress, embarrassment and humiliation;
11
12 d. His reputation in the collegiate basketball community has been damaged; and
13
14 e. His prospects for future employment and career advancement have been
15 diminished.

PUNITIVE DAMAGES

16 46. In taking the actions described above, defendants Gore-Mann, Vartain, and Does 9
17 through 13 acted maliciously, oppressively, and with the intent to harm Evans and to injure him in his
18 employment and reputation. The actions of defendants Gore-Mann and Vartain in making the public
19 statements attributed to them were improper, unprivileged, and inherently harmful to Evans, and were
20 taken in conscious disregard of their harmful impact on Evans' reputation, career, and economic
21 well-being. The actions of Does 9 through 13 in interfering with Evans' employment were taken
22 without regard to Evans' rights in order to harm him in his career.

23
24 WHEREFORE, plaintiff JESSIE EVANS requests that this Court grant him relief as follows:

- 25 (1) Damages for past and future lost wages, earnings, and benefits according to proof;
26 (2) Interest on damages at the prevailing legal rate;

- 1 (3) Compensatory damages for humiliation, mental anguish, emotional distress, and damage
2 to reputation;
3 (4) Double damages pursuant to Labor Code Section 972;
4 (5) Punitive damages according to proof;
5 (6) Attorneys' fees;
6 (7) Costs of suit; and
7 (8) Such other and further relief as the Court may deem proper.

8
9 Dated: April 1, 2008

10 SIEGEL & YEE

11
12 By 
13 Dan Siegel

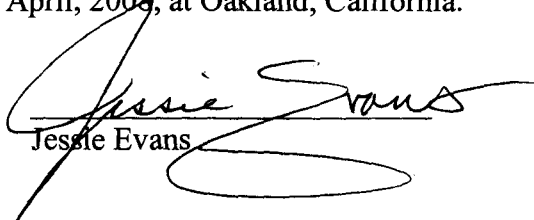
14 Attorneys for Plaintiff
15 JESSIE EVANS
16
17
18
19
20
21
22
23
24
25
26
27

VERIFICATION

I, JESSIE EVANS, declare as follows:

I am the plaintiff in the above-entitled case. I have read the foregoing complaint and know the contents thereof. The same is true except where its allegations are stated upon information and belief, and as to such matters I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 1st day of April, 2008, at Oakland, California.


Jessie Evans

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27