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SUPERIOR COURT - STOCKTON

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13 SUPERIOR COURT OF CALIFORNIA,  
14 COUNTY OF SAN JOAQUIN

15 Ron Verlin,

16 Plaintiff,

17 vs.

18 University of the Pacific, Edward "Ted" Leland,  
19 Pamela Eibeck, Does 1-100 inclusive.

20 Defendants.

21 THIS CASE HAS BEEN ASSIGNED TO  
22 JUDGE LINDA L. LOFTHUS IN  
23 DEPARTMENT 10A FOR ALL PURPOSES,  
24 INCLUDING TRIAL

NO. \_\_\_\_\_

STK-CV- UD -2017- 2079

COMPLAINT FOR DAMAGES FOR  
TORTIOUS DISCHARGE IN VIOLATION  
OF PUBLIC POLICY; BREACH OF THE  
COVENANT OF GOOD FAITH AND FAIR  
DEALING; DEFAMATION;  
INTERFERENCE WITH CONTRACT AND  
PROSPECTIVE ECONOMIC ADVANTAGE  
[Amount demanded exceeds Limited Case;  
Unlimited Civil Case]

25 Plaintiff complains and for causes of action alleges as follows:

- 26 1. Plaintiff, RON VERLIN, is an individual and is now and at all times mentioned herein is and  
27 was, a resident of San Joaquin County, California, and the head coach of the UOP Basketball  
28 team, under a five year contact.
- 29 2. Defendant, UNIVERSITY OF THE PACIFIC. Does 1 and 2 inclusive ("UOP") is, and at all  
30 times mentioned here in was, a corporation organized existing under the laws of the State of  
31 California with its principal place of business in San Joaquin County, California, and the  
32 entity who maintained a NCAA sanctioned basketball team, and the employer of Plaintiff.
- 33 3. Defendant Pamela Eibeck, does 3 and 4 inclusive ("Eibeck") is and at all times was the  
34 President of UOP and a resident of San Joaquin County

COMPLAINT FOR DAMAGES FOR TORTIOUS DISCHARGE IN VIOLATION OF PUBLIC POLICY; BREACH OF  
CONTRACT; BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

- 1 4. Defendant, EDWARD "TED" LELAND, Does 3 and 4 inclusive ("LELAND") is an  
2 individual residing in San Joaquin County at all times mentioned herein and was employed  
3 and worked as the Athletic Director of UOP and was the direct supervisor and boss of  
4 Plaintiff.  
5 5. DOES 1 through 100 were at all times relevant herein employees and agents of Defendant,  
6 UNIVERSITY OF THE PACIFIC. Plaintiff is ignorant of the true names and capacities of  
7 defendants sued herein as DOES 1 through 100, inclusive, and therefore sues these  
8 defendants by such fictitious names. Plaintiff will pray leave of this court to amend this  
9 complaint to allege the true names and capacities when ascertained.  
10 6. Plaintiff is informed and believes, and thereon alleges, that each of the defendants herein  
11 was, at all times relevant to this action, the agent, employee, representing partner, or joint  
12 venture, or acting on behalf of UOP at the request of the remaining defendants and was  
13 acting within the course and scope of that relationship. Plaintiff is further informed and  
14 believes, and thereon alleges, that each of the defendants herein gave consent to, ratified, and  
15 authorized the acts alleged here in to each of the remining defendants.

#### 16 COMMON ALLEGATIONS TO ALL ACTIONS

- 17 7. Venue is proper in San Joaquin County as all parties are residents and/or are employed by  
18 UOP to work in San Joaquin County.  
19 8. Plaintiff, as head coach under a written contract (Exhibit 1, incorporated herein) was the head  
20 basketball coach, hired and employed by UOP. Plaintiff was involuntarily terminated  
21 "effective March 3, 2016" by letter, when he had two years left on his contract. The  
22 termination was alleged to be for cause, however that was a ruse to allow UOP to hire  
23 another coach for their program and an attempt to get out of the contractual obligations for  
24 payment for the years 4 and 5 to Plaintiff. Immediately after the effective date of the  
25 termination, UOP hired Damian Stoddlemeyer as the new head coach.  
26 9. Plaintiff was subjected to many false claims and allegations of misdeeds, which are all still  
27 subject to further NCAA hearings and review and specifically are required to be kept  
28 confidential and not exposed to the public, as they are only "allegations." And not yet proven  
to be true.

10. Plaintiff is informed and believes all of the allegations and the underlying anonymous letters and emails or emails from fictitious persons were all part of the scheme to build a case against Plaintiff to serve as the basis to fire Plaintiff for cause and be allowed to hire Stoddlemeyer and not pay Plaintiff for his last two years as required by Exhibit 1.
11. Furthermore, in their attempt to build this scheme, Defendants and each of them as well as persons outside of UOP, but supporters of the Basketball program worked to substantiate and carry out this scheme.
- a. **THE JOE FORD AFFAIR WITH LELAND'S DAUGHTER**
12. Joe Ford was the Assistant basketball coach, and an integral part of the program. He was a mentor to the black players he coached and they respected. With his participation in the program, the program was a successful program.
13. For approximately two (2) years prior to May, 2015, Joe Ford had a sexual affair with Amanda Leland, Defendant Leland's daughter. Amanda Leland was an employee of the Athletic Department of UOP and approximately 34 years of age at the time of the affair. This affair continued up until the time Joe Ford was terminated from UOP. Joe Ford was black and Amanda Leland was white.
14. The affair was brought to the attention of Leland, who called in Plaintiff and demanded Plaintiff force Ford to resign or fire him. Defendant Leland made it clear he did not want his daughter to be with Ford and that he was "afraid she was in love with him." Leland suggested it would be best to get Ford to resign "so it would stay out of the newspapers" and that Plaintiff would have to do that because "he (Leland) was too close to it." Defendant also suggested what the story would be that Ford resigned to take care of his parents. The net result was that that Plaintiff's coaching staff would be decimated and that would fall on Plaintiff's shoulders because a black man was terminated because he was sleeping with Leland's daughter and that would not be tolerated.
15. Effective May 19, 2015 Joe Ford resigned with the express statement he was doing so to take care of his parents.
16. Approximately, 2 months after his resignation, Plaintiff got Joe Ford another collegiant coaching job at Idaho State working for Plaintiff's twin brother who was the basketball coach there.

b. **THE AMANDA LELAND ACTIONS**

1 17. Amanda Leland learned of the ruse to get Joe Ford to resign and the reason given was false  
2 when she was made aware that Joe Ford was working again in Idaho. She mistakenly believed this  
3 falsehood was orchestrated by Plaintiff and told others "she was going to get him."

4 18. Immediately thereafter anonymous letters came to UOP alleging false allegations about  
5 Plaintiff. The first on September 10, 2015 was addressed to Eibeck and alleged the coaching staff of  
6 the basketball team was involved in illegal sexual relations and it was being covered up by Plaintiff.

7 19. Defendants and each of them, including Leland immediately filed a complaint to the NCAA  
8 to investigate.

9 20. A second anonymous letter was received by Dean Carlson at UOP alleging the same conduct.

10 21. After a thorough review and interviews with all of the ladies involved, it was determined these  
11 allegations were against Joe Ford and all of the investigation showed it was consensual sex and not  
12 as it was portrayed.

13 22. Next came a series of emails directed to defendants send by persons unknown make allegations  
14 of Plaintiff taking tests for the student athletes in his program. These allegations were examined  
15 once again by NCAA and found to be false. However during the examination, NCAA did find some  
16 irregularities that they investigated further. That investigation is still pending today and no final  
17 determination has been made.

18 23. Plaintiff is informed and believes that each of the anonymous letter and the emails were done  
19 by Amanda Leland at her father's insistence and other defendants unknown today who pushed these  
20 falsehoods to allow defendants to fire him.

### 21 C. THE SELF REPORTING RULE OF NCAA.

22 24. under the NCAA a member college is allowed to report what they have in good faith uncovered  
23 as violations of the policies. This is allowed to go easier on the colleges that self regulate and keep  
24 their programs in compliance. Defendants and each of them mis-used this procedure to try to get  
25 Plaintiff in trouble and then be able to fire him and get out of the contract (exhibit 1).

26 25. By using this procedure, defendants notified NCAA which as is normal, would cause NCAA to  
27 investigate and proceed to determine the truth or falsity of the allegations.  
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FIRST CAUSE OF ACTION

TERMINATION IN VIOLATION OF PUBLIC POLICY

26. Plaintiff re-alleges paragraphs 1-25 and incorporates them herein.
27. From April 1, 2013 to March 3, 2016, Plaintiff was employed by defendant as a Head Men's Basketball Coach.
28. On or about May 1, 2015, Defendant's agent/ employee, Ted Leland ("Ted") asked Plaintiff, Ronald Verlin, to fire assistant coach, Joe Ford ("Joe"), due to a Ted's daughter, Amanda Leland ("Amanda"), having an affair with this man, and more specifically Ted wanted Joe gone because Ted did not want his daughter having an affair with a black man. Ron told Joe about what Ted asked him to do and Joe decided to resign. Ron decided to help Joe and got him a job with Ron's brother at a different school, away from California, nevertheless investigation into Joe's conduct were still underway by the National Collegiate Athletic Association ("NCAA") and Joe decided to resign from all positions. Soon thereafter, Ted's daughter, Amanda, became upset that Joe was made to leave and she blamed Ron Verlin, and that is when the anonymous emails about misconduct on the men's basketball team began to surface.
29. The actions Defendant's agent asked Plaintiff to do was against the anti-discrimination policy. Ted Leland did not want his daughter having an affair with a African-American man and wanted him out of the picture, which is why Ted Leland asked Ron Verlin to fire him.
30. The actions were directed by Leland and given to Plaintiff as an order to get him to resign or fire him. Plaintiff was relegated to losing his best assistant coach and warned this would hurt the team.
31. The termination was in violation of the non discrimination policies of the California and UOP procedures. The Plaintiff was the scape goat and a destruction of his player morale all to force the team to become worse to justify the firing of Plaintiff.

SECOND CAUSE OF ACTION

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

32. Plaintiff incorporates by reference and re-alleges Paragraphs 1 through 31.
33. The employment agreement referred to above contained an implied covenant of good faith and fair dealing, which obligated defendant[s] to perform the terms and conditions of the

~~agreement fairly and in good faith and to refrain from doing any act that would prevent or~~  
COMPLAINT FOR DAMAGES FOR TORTIOUS DISCHARGE IN VIOLATION OF PUBLIC POLICY; BREACH OF  
CONTRACT; BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

1       impede Plaintiff from performing any or all of the conditions of the contract that he agreed to  
2       perform, or any act that would deprive Plaintiff of the benefits of the contract.

3       34. Before the termination of the plaintiff's contract, Defendant's agent/ employee, Ted Leland  
4       ("Ted") was looking for a Head Coach for the men's basketball team. In fact, Ted wanted  
5       Damian Stoddlemeyer instead of Plaintiff, and his actions have evidenced Ted's attempts to  
6       have Plaintiff terminated in order to bring in Stoddlemeyer as head coach.

7       35. Plaintiff performed all the duties and conditions of the employment agreement. This was  
8       acknowledged in the reviews Plaintiff received.

9       36. Defendant knew that Plaintiff had fulfilled all his duties and conditions under the contract.

10      37. Defendant breached the implied covenant of good faith and fair dealing under the  
11      employment agreement by maintaining a soliciting-natured contact with Stoddelmeyer in  
12      order to bring him in as head coach when Verlin had two years years left on his contract. Ted  
13      ultimately used the NCAA investigation of the men's basketball department as a pretext to  
14      discharge Plaintiff intentionally, maliciously, and in bad faith and for reasons extraneous to  
15      the contract. In fact, Defendant discharged Plaintiff, not because of alleged poor  
16      performance, but because Plaintiff was not Ted's first choice as head coach.

17      38. Defendant further breached the implied covenant of good faith and fair dealing by depriving  
18      Plaintiff the opportunity to coach for the entire contract term because Ted did not want to pay  
19      Plaintiff the eight hundred thousand dollars (\$800,000) salary that was on his contract. Ted  
20      preferred to spend that money on Stoddelmeyer as head coach and was in negotiations with  
21      Stoddelmeyer even during Plaintiff's employment as head coach and whiel the contract was  
22      still in effect.

23      39. As a proximate result of Defendant's breach of the implied covenant of good faith and fair  
24      dealing, Plaintiff suffered, and continues to suffer, losses in earning and other employment  
25      benefits to his damage in the sum of an amount to be established at trial. As a further  
26      proximate result of defendant's breach of the implied covenant of good faith and fair dealing,  
27      Plaintiff has incurred reasonable attorney's fees in attempting to secure the benefits owed  
28      him under the employment contract.

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THIRD CAUSE OF ACTION

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

40. Plaintiff incorporates by reference and re-alleges Paragraphs 1 through 39.

41. Plaintiff was employed by Defendant for three years and was paid a certain salary that was supposed to increase soon thereafter, and Plaintiff was under the impression that when he was hired as a Head Coach that his job would not be jeopardized by Defendant's agent, Ted Leland's, efforts to recruit another head coach while Plaintiff served his term under the contract.

42. Plaintiff at all times fulfilled his duties and conditions under the contract and has been ready, willing, and able to continue performing them in a competent and satisfactory manner.

43. Notwithstanding the implied promise not to recruit, solicit, or negotiate with any other person for Plaintiff's position, once hired on as the head coach, Defendant's agent, Ted, continued communications with Stoddlemeyer in order to secure him as a head coach for the men's basketball team.

44. As a proximate result of Defendant's breach of the employment contract, plaintiff has suffered and continues to suffer losses in earnings and other employment benefits, to his damage in the sum of an amount to be established at trial.

FORTH CAUSE OF ACTION

DEFAMATION

45. Allegation—Slander Per Se Based on Tendency to Injure Occupation [Civ. Code § 46(3)]

These words were slanderous per se because they tend to injure plaintiff in his/her [office or profession or trade or business] by imputing to him /her [a general disqualification in those respects that the (office or occupation) peculiarly requires or something that has a natural tendency to lessen the profits of the plaintiff's (office or occupation)].

On or about February 27, 2017, defendant Eibeck wa in attendance of a UOP event to honor the basketball players. Plaintiff was sitting in the stand far away from Eibeck. Eibeck got

1 out of here seat on the floor of the arena, and walked up the stands to address the Plaintiff,  
2 who was with family and friends at the event. Eibeck spoke the following words of and  
3 concerning the plaintiff:

- 4 a. She said that she could not believe that I would show my face in this arena.
- 5 b. it took great nerve for you (Plaintiff) to be here.
- 6 c. That you (Plaintiff) were a total disgrace to the University and the Stockton community.
- 7 d. That you (Plaintiff) brought harm and embarrassment to the basketball program and the University,
- 8 e. and that you (Plaintiff) have cost the university, millions of dollars, and tarnished it reputation..

9 46. The words were heard by Dave Fisher, Dan Fisher, Kevin Thompson, Gina Thompson, the Plaintiff's son  
10 several other persons whose names are not known to plaintiff.

11 47. These words were slanderous per se because they tend to injure plaintiff in his office as a  
12 Head Coach which is his profession, by imputing to him a general disqualification in those  
13 respects that the Head Coach has to maintain to work his profession.

14 48. The words uttered were a false statement because although there was an investigation by the  
15 NCAA, all of those records are to remain confidential. There was no investigation or right to  
16 be heard by anything UOP did, which was contrary to their own policies and procedures.

17 49. The words carried a defamatory meaning because they directly impugned the integrity of  
18 Plaintiff, held him up to ridicule and asserted he was unfit for his duties in his profession

19 50. The words were understood by those who saw and heard them in a way that defamed plaintiff  
20 because it directly impugned the integrity of Plaintiff, held him up to ridicule and asserted he  
21 was unfit for his duties in his profession

22 51. As a result of the above-described words, plaintiff has suffered general damages to his/her  
23 reputation.

24 52. As a further proximate result of the above-described words, plaintiff has suffered the  
25 following special damages or according to proof.

26 53. The above-described words were spoken by the defendant with malice and/or oppression  
27 and/or fraud in that the seats were crowded and filled with many fans who know Plaintiff  
28 was the former coach, and thus an award of exemplary and punitive damages is justified.



FIFTH CAUSE OF ACTION

INVASION OF PRIVACY

54. On or about December 22, 2016, defendant, without plaintiff's consent, invaded plaintiff's right to privacy by publishing an article entitled in which plaintiff was identified by name as a person who had certain allegations brought against him. Under the specific rules of the NCAA, the allegations are to remain confidential and only known to the parties involved. UOP is bound by the NCAA rules, but took the confidential allegations of violations to the Stockton Record and published an article in which Eibeck was directly quoted.
55. The statement that is the basis of the invasion of privacy is the Notice of violations, which will be made available at trial.
56. The disclosure by defendant was a public disclosure to a large number of people in that it resulted in being published in the Stockton Record newspaper, which claims a circulation of approximately 60,000.
57. The facts disclosed about plaintiff were private facts that plaintiff desired to keep private. Plaintiff is pursuing a request for a hearing and a determination the facts were false as set forth in the allegations.
58. In addition to the above, defendants and each of them created a letter on UOP letterhead from the desk of Eibeck and sent it out to all students, informing them of the allegations
59. The disclosure by defendant of the above facts was offensive and objectionable to plaintiff and to a reasonable person of ordinary sensibilities in that the allegations are unproven, revealing extremely private details about plaintiff's private dispute with all defendants, that plaintiff had attempted to keep private.
60. The private facts disclosed by defendant were not of legitimate public concern, or newsworthy. The disclosed facts did not bear a logical relationship to the newsworthy subject of the broadcast and were intrusive in great disproportion to their relevance, in that all defendants know that the investigation is on-going and un-resolved.
61. As a proximate result of the above disclosure, was scorned and abandoned by his friends and family, exposed to contempt and ridicule, and suffered loss of reputation and standing in

1 the community, all of which caused him humiliation, embarrassment, hurt feelings, mental  
2 anguish, and suffering, all to his general damage in an amount according to proof.

3 62. As a further proximate result of the above-mentioned disclosure, plaintiff has suffered  
4 injury to his business, in that he has lost any opportunity to get employment as a Coach all  
5 to his special damage in an amount according to proof.

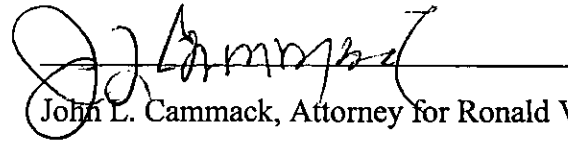
6 63. In making the disclosure described above, defendant was guilty of oppression, fraud, or  
7 malice, in that defendant made the disclosure with the intent to vex, injure, or annoy  
8 plaintiff and a willful and conscious disregard of plaintiff's rights in keeping these matters  
9 private. Plaintiff therefore seeks an award of punitive damages.]

10 WHEREFORE, Plaintiff prays judgment against defendant[s] as follows:

- 11 1. For damages for wrongful termination according to proof including lost earnings and other  
12 employee benefits, past and future.
  - 13 2. For damages for the breach of covenant of good faith and fair dealing according to proof  
14 including lost earnings and other employee benefits, past and future.
  - 15 3. For damages for the slander of Plaintiff according to proof including lost earnings and other  
16 employee benefits, past and future.
  - 17 4. For damages for the invasion of Plaintiff's privacy according to proof including lost earnings  
18 and other employee benefits, past and future.
  - 19 5. For punitive damages in an amount appropriate to punish defendant and deter others from  
20 engaging in similar misconduct.
  - 21 6. For reasonable attorney's fees incurred by Plaintiff in obtaining the benefits due him if  
22 appropriate under the employment contract
  - 23 7. For costs of suit incurred by Plaintiff; and
  - 24 8. For such other and further relief as the court deems proper
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1 Dated: March 2, 2017

Michael & Cammack

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5 John L. Cammack, Attorney for Ronald Verlin  
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