



5. In those sixteen seasons, the Coach Pressler's teams compiled a 153-82 overall record, and he led the Duke Men's Lacrosse Team to three Atlantic Coast Conference championships, ten NCAA tournament berths, and an appearance in the 2005 Division I men's lacrosse championship game.

6. During his sixteen years working for defendant, defendant consistently lauded Coach Pressler for his coaching and management of his team, renewed his contracts, increased his pay and benefits, and otherwise recognized the excellent job he was doing.

7. Coach Pressler is a three-time "ACC Coach of the Year" and the 2005 recipient of the U.S. Intercollegiate Lacrosse Association's "F. Morris Touchstone Award" as the National Coach of the Year.

8. When defendant wrongfully fired Coach Pressler, his team was ranked by most media as the "Number One" team in all of NCAA Division I Men's Lacrosse.

9. On June 10, 2005, the defendant renewed the Coach Pressler's contract as the Duke Men's Lacrosse Coach, and the parties entered into a three-year employment contract, effective July 1, 2005.

10. In March 2006, Crystal Mangum, while substantially impaired and mentally unstable, falsely accused some members of the Duke Men's Lacrosse Team of assaulting and gang-raping her in a tiny, residential bathroom, despite the presence of other members of the team within the small home.

11. In a very public response to the media coverage, without any semblance of a fair hearing or any willingness to consider the truth, the

defendant wrongfully fired Coach Pressler on April 5, 2006 and publicly and falsely suggested he bore responsibility for the alleged misconduct of members of the Duke Men's Lacrosse Team.

12. Upon information and belief, within one year preceding the filing of this Complaint, the defendant, acting through its agents, employees and representatives, made about Coach Pressler defamatory and disparaging statements.

13. The defendant's defamatory misconduct toward Coach Pressler following the wildly implausible, horribly false claims made against his players directly and proximately caused tremendous damage to the Coach Pressler's reputation and economic advantage.

14. On June 21, 2006, the parties entered into an agreement in which the defendant admitted that it had terminated Coach Pressler without cause and agreed to make this firing effective April 6, 2006.

15. In March 2007, the parties entered into an Agreement entitled "Confidential Agreement." Because of its confidentially requirements, Coach Pressler has filed with this Complaint a motion to file the "Confidential Agreement" under seal.

16. At all relevant times, the defendant employed as its official spokesman, with a title of Senior Vice President for Public Affairs and Government Relations, John F. Burness (hereinafter "the defendant's official spokesman").

17. In the course and scope of his employment, the defendant's official spokesman made defamatory and disparaging statements against Coach Pressler that were published on April 9, 2007 in *Newsday* and later posted on a website, [www.newsday.com](http://www.newsday.com).

18. The defendant's official spokesman falsely told *Newsday* that Coach Pressler was terminated because he had not adequately supervised his team. Specifically, the defendant's official spokesman claimed justification for the firing of Coach Pressler by stating, "One of the things we certainly have come to understand in this case is that the coaches in general in each of our sports are responsible for the behavior of their teams." The defendant's official spokesman further drew disparaging and defamatory contrasts between Coach Pressler and his recently hired replacement, saying that the difference between Coach Pressler and the new coach was "day and night," and quoting the defendant's President Richard Brodhead as remarking of this difference, "This guy's a mensch. This guy gets it."

19. The defendant's official spokesman's devastating and false assessments of the plaintiff were defamatory and disparaging, and breached an essential and dependent covenant of the Confidential Agreement.

20. On June 7, 2007, the defendant, again through its official spokesman, issued for national publication a statement to the Associated Press regarding the firing of Coach Pressler, claiming that "last spring it was essential for the team to have a change of leadership in order to move forward."

21. The defendant's devastating and false claim that Coach Pressler needed to be replaced in his capacity as the Duke Men's Lacrosse Coach was defamatory and disparaging, and it breached an essential and dependent covenant of the Confidential Agreement.

22. Upon information and belief, the defendant, acting through its official spokesman, agents, employees and representatives, has made about Coach Pressler additional defamatory and disparaging statements that breach an essential and dependent covenant of the Confidential Agreement.

23. The defendant's repeated breaches of an essential and dependent covenant of the Confidential Agreement constitute a material breach of the Confidential Agreement.

24. The plaintiff is entitled to the equitable relief of rescission of the Confidential Agreement.

#### **JURY TRIAL DEMAND**

**THE PLAINTIFF RESPECTFULLY DEMANDS A JURY TRIAL**

**ON ALL ISSUES OF FACT SO TRIABLE.**

**WHEREFORE**, the plaintiff, Michael J. Pressler, respectfully prays to the Court for the following relief:

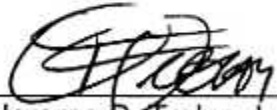
1. For an Order that equitably rescinds the Confidential Agreement between the parties;
2. For a jury trial on all issues of fact so triable;
3. That the plaintiff have and recover from of the defendant, Duke University, the costs of court, including interest, to the extent permitted by law;

4. That the plaintiff have and recover from the defendant, Duke University, reasonable attorney's fees whenever and to the extent permitted by law; and

5. That the plaintiff have such other and further relief which the Court deems equitable, just and proper.

RESPECTFULLY SUBMITTED, this the 11th day of October, 2007.

TWIGGS, BESKIND, STRICKLAND &  
RABENAU, P.A.



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