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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**
10

11 PAUL PATON, an individual,

12 Plaintiff,

13 vs.

14 CHAPMAN UNIVERSITY, and DOES 1
through 25 inclusive,

15 Defendant.
16
17

Case No.: 30-2026-01575191-CU-WT-CJC

COMPLAINT FOR:

- (1) BREACH OF WRITTEN CONTRACT;
- (2) DISCRIMINATION IN VIOLATION OF FEHA;
- (3) RETALIATION UNDER FEHA;
- (4) FAILURE TO CONDUCT REASONABLE INVESTIGATION INTO DISCRIMINATION AND HARASSMENT;
- (5) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- (6) ACCOUNTING; and
- (7) FAILURE TO PAY WAGES.

IMAGED FILE

Assigned for all purposes:
Judge Theodore Howard

1 Plaintiff PAUL PATON, an individual, brings in this Complaint against Defendant
2 CHAPMAN UNIVERSITY as follows:

3 INTRODUCTION

4 1. In 2023, Chapman University (“Chapman”) hired Paul Paton (“Paton”) as its new
5 Dean. Paton had been Dean of the Faculty of Law at the University of Alberta. Paton was the first
6 openly gay Dean of the law school of the University of Alberta. A decade later, Paton also became
7 the first openly gay Dean for the law school at Chapman. A late progressive hire for Chapman then,
8 future events would show that Paton’s hiring did not accurately reflect the views of those whose
9 influence reigned supreme over Chapman. While President Donald J. Trump’s rambling rhetoric
10 about cutting federal funding to universities that used Diversity, Equity, and Inclusion (DEI)
11 programs to discriminate against non-protected classes of persons was just rhetoric, those who held
12 power over Chapman seized upon Trump’s ramblings to dismantle and remove all DEI employees,
13 departments, initiatives, and curriculum from Chapman starting in or before March 2025.

14 2. The same decision makers that removed all DEI employees at Chapman either
15 recognized and/or were advised that they could not get rid of Paton at the same time. That would be
16 too obvious and discriminatory *per se*. As such, they laid in wait for approximately six months
17 before terminating Paton as the Dean of the law school based on wholly pretextual and bogus
18 grounds. Paton was terminated because Chapman’s influencers seized upon the opportunity to
19 eliminate that which they were never interested in the first place, having a Dean of the law school
20 who was openly gay.

21 3. Chapman’s former law Dean, John Eastman (“Eastman”), was as polar opposite from
22 Paton as one could imagine. Eastman had headed a “Constitutional Jurisprudence Rights Clinic” at
23 the law school, was chair of the National Organization of Marriage (“NOM”), and had argued
24 against same sex marriage in California and nationally. In 2013, the Equal Rights Campaign
25 criticized NOM’s activities as “exposing the true anti-LGBT animus at the heart of its mission.” In
26 2014, Chapman’s official blog proudly featured successful representation by the law school Clinic of
27 the National Organization of Marriage. In 2015, Chapman’s official blog featured Eastman’s
28 publication: “Cheating Marriage: A Tragedy in Three Acts” in the Ave Maria Law Review, arguing

1 that judicial decisions favoring same-sex marriage were “machinations” that ignored existing
2 precedent and democratic processes. Eastman concluded that, “This threat to the very rule of law
3 may well be a consequence of these cases every bit as tragic as the “breathtakingly subversive idea”
4 of treating same-sex relationships as “marriage” and the “deinstitutionalization” of that profoundly
5 important societal institution that will predictably result.”

6 4. Paton represented everything that Eastman stood against. In fact, when Paton was
7 later critical of Eastman on issues wholly unrelated to Eastman’s views on marriage, Paton was
8 surprised to learn that certain members of the Chapman Board of Trustees remained staunch
9 advocates and allies of Eastman. Chapman even “reached an agreement” to let Eastman retire from
10 its faculty in early 2021 following his involvement advocating Trump’s rhetoric and representing
11 him. Eastman was disbarred in 2024 by the California State Bar.

12 5. During his employment as Dean, Paton faced ongoing discrimination. Chapman’s
13 discrimination accelerated after Paton’s marriage to his husband in the Fall of 2024. Less than a
14 year after his marriage, Paton was removed as the Dean of the law school. Chapman has to date
15 extended better treatment to Eastman than to Paton.

16 **PATON’S BACKGROUND**

17 6. Paton was born and raised just outside of Toronto. After receiving his undergraduate
18 degree at the University of Toronto, Paton attended the University of Cambridge in England to study
19 for his Master of Philosophy in International Relations. After Cambridge, he returned to the
20 University of Toronto and earned his law degree. He then worked as a law clerk for the Chief
21 Justice of the Court of Appeal of Ontario before being hired as a commercial litigator for a top
22 Canadian law firm, quickly making partnership. He resigned to become Justice and Social Policy
23 Advisor to the Premier of Ontario. He then went to work as in-house counsel for
24 PricewaterhouseCoopers.

25 7. Desiring to return to academia, Paton was admitted to the Stanford Master’s Program
26 in Law, earning a Master of the Science of Law (JSM) before being admitted to Stanford Law’s
27 doctoral degree program. While completing his doctorate, Paton returned to Canada to become an
28 Assistant Professor of Law at Queen’s University while caring for his aging parents in the region. In

1 2008, Paton returned to California to join the faculty of the University of the Pacific's McGeorge
2 School of Law, where he taught ethics, corporate governance, and business law. He chaired the
3 McGeorge Budget and Planning Committee and directed its Ethics Across the Professions Initiative,
4 earning promotion and tenure in his second year. He was recruited into university administration as
5 inaugural Vice Provost for the entire university in 2012-2013.

6 8. In 2014, Paton returned to Canada to serve as Dean of the Faculty of Law and Wilbur
7 Fee Bowker Professor of Law at the University of Alberta. He served a full five-year term as Dean
8 before arranging sabbatical appointments at UConn Law, the American Bar Foundation, and at
9 Stanford. He returned to Alberta as a tenured professor and Lawlor Chair in Ethics, taking a leave in
10 2021 to serve as Interim CEO of the Canadian Bar Association. As Dean at Alberta, he raised
11 rankings to historic levels, up 54 places in three years and in the Times Higher Education Top 100
12 law schools worldwide by 2018. Paton launched new and innovative programs, hired one-third of
13 the faculty, nearly doubled the operating budget, and raised 125% of fundraising targets. As Dean of
14 the University of Alberta, Paton had been publicly recognized as a Leader in Diversity by the
15 Federation of Asian Canadian Lawyers. As Dean, Paton was known across North America as a
16 champion of diversity, equity and inclusion in legal academic and professional communities.

17 9. In 2023, Paton was recruited through a competitive national and international search
18 process and hired to be the Dean of the Fowler School of Law at Chapman University (FSOL).
19 Having successfully served as a law school Dean and senior administrator in both the United States
20 and Canada, and based on his background, intellect, and performance as Dean, there exists no
21 argument that Paton was not well-qualified and/or highly competent in his Dean position at
22 Chapman. Paton's actual and objective performance as the Dean of law at Chapman had nothing
23 whatsoever to do with his termination.

24 **CHAPMAN (FSOL)**

25 10. The Chapman law school was named after Dale E. Fowler. In 2013, real estate
26 developer and Chapman alumnus Dale Fowler and his wife, Sarah Ann, pledged \$55 million
27 to Chapman. This historic gift, the second-largest ever to a U.S. law school at the time, resulted in
28 the law school being renamed The Dale E. Fowler School of Law (FSOL).

1 School of Law (FSOL). Attached hereto as Exhibit 1 is a true and correct copy of his offer letter and
2 acceptance of the Dean position. Effective that same day, Paton was also separately hired by
3 Chapman as a member of the faculty as a full professor of law with tenure. In order to accept the
4 position as Dean and tenured faculty member at Chapman, Paton had to give up tenure and his
5 named Professorship in Law and Ethics at the University of Alberta.

6 15. Paton took over the Dean position from interim Dean, Marisa Cianciarulo
7 (“Cianciarulo”), who had served in that position from December 2021 to May 2023. Cianciarulo
8 had been Associate Dean under former Dean Matthew Parlow (“Parlow”) and had taken over as
9 interim Dean after Parlow had stepped down in or around December 2021. Parlow had served as
10 Dean of the law school from about June 2016 until December 2021. President Daniele Struppa
11 (“President Struppa”) had asked Parlow to become the Executive Vice President and Chief
12 Advancement Officer at Chapman, and serve with the Chief Financial Officer and Chief Academic
13 Officer as the members of the Executive Cabinet under President Struppa. In a situation Provost
14 Norma Bouchard (“Provost Bouchard”) described to Paton as “bizarre,” Cianciarulo kept full tenure
15 at Chapman while taking a three-year leave of absence from May 2023 to serve as the Dean of the
16 law school of Western State College of Law, a regional competitor of Chapman. Parlow had been a
17 Chapman law faculty member between 2005 and 2008, and was recruited back to become Dean by
18 former Board Chair and major donor Orange County lawyer Wylie Aitken (“Aitken”).

19 16. Aitken’s law firm proudly posted on LinkedIn in October 2025 that Aitken had been
20 “singled out by the former president of Chapman University, the renowned Jim Doti in his new book
21 where he identified Wylie as the ‘Godfather’ of the Chapman School of Law, due to his efforts in its
22 growth and development of the school, aid in recruitment of Matt Parlow, his counseling at times of
23 crisis as trustee and ultimately Chair of Chapmans’ Board of trustees along with he and his wife’s
24 support including the law school’s premier trial courtroom.” Aitken was on the search committee to
25 find Chapman’s next president after President Struppa.

26 **PATON’S FIRST IMPRESSIONS OF CHAPMAN INFLUENCERS**

27 17. When Chapman first hired Paton, the main person responsible for his hiring was
28 Provost Bouchard, to whom Paton reported directly. Provost Bouchard was obviously aware that

1 Paton was openly gay. He had been openly gay throughout his term as Dean of Law at the
2 University of Alberta.

3 18. When Paton was hired to be the Dean of the law school at Chapman, very little was
4 shared publicly about his personal life as a gay man. This was in strong contrast to other
5 appointments, wherein Chapman boasted about an appointee's personal life and family life and
6 shared pictures of spouses and children. Paton's sexual orientation was never part of the
7 announcement of his appointment. No mention was made of his personal life as a gay man in a story
8 arranged by the Chapman communications office for publication in a series, "Building Character at
9 Chapman University," published in the November/December 2023 edition of the Old Towne Orange
10 Plaza Review. No public reference had been made about it upon his hire and/or at a welcome
11 reception and dinner that Chapman organized and hosted in his honor in August 2023. Even after
12 Paton was married in October 2024, his spouse was seldom included in University functions without
13 Paton having to ask about and/or confirm his inclusion. Even when his husband's attendance had
14 been confirmed, Paton found it unacceptable that a name tag often still needed to be handwritten for
15 his husband even though all other spouses and guests almost always had pre-printed name tags.
16 Paton found himself having to deal with frequent uncomfortable encounters with Chapman and its
17 agents.

18 19. The welcome reception and dinner organized in August 2023 by University
19 Advancement, led by Parlow, to celebrate Paton's appointment as Dean was in reality more of an
20 event to celebrate Parker S. Kennedy ("Former Chair Kennedy"), who was a major figure associated
21 with the law school. Former Chair Kennedy served as the Chair of the Board of Trustees at
22 Chapman, meaning he was one of the most influential governing figures at Chapman. Former Chair
23 Kennedy is the son of Donald P. Kennedy, after whom the law school building is named. In August
24 2023, at the welcome reception for Paton, President Struppa and Parlow announced that Former
25 Chair Kennedy had made a \$15 million gift to the University. Approximately \$10 million of his gift
26 was specifically designated for law school scholarships to attract stronger law students with higher
27 LSAT scores and higher GPAs. From his initial hiring onwards, Paton's charge as Dean had been to
28 improve the reputation and standing of Chapman's FSOL in the national rankings. This was the

1 main Dean-oriented goal discussed with Paton.

2 20. For most of his life, Paton had encountered disparate treatment because of his sexual
3 orientation. Paton is uniquely perceptive, through experience, to understand how different people
4 with different viewpoints react to his sexual orientation. During the lunch Parlow organized to
5 introduce Paton, as the new Dean, to Former Chair Kennedy prior to the evening reception that same
6 day, Former Chair Kennedy seemed stunned to learn that Paton was gay. Former Chair Kennedy as
7 Chair of the Board of Trustees in 2023 would have been involved in approving Paton's appointment
8 as Dean earlier that year. Following the lunch, Former Chair Kennedy made no mention of Paton's
9 sexual orientation in his public remarks at the welcome reception and dinner and made no reference
10 to Paton's partner, Michael James ("James"), who was in attendance at the welcome reception to
11 welcome and honor Paton as the new Dean of the Chapman law school.

12 21. Later that year, during the Board of Trustees holiday party hosted by President
13 Struppa at the University presidential home, Paton was having a conversation with the wife of Board
14 of Trustees member and current Board Secretary, Scott Chapman. When Paton introduced James as
15 his partner and Scott Chapman's wife realized that Paton was not referring to his law partner,
16 Chapman's wife did a double take, abruptly turned around, and left the conversation. While her
17 conduct was unfriendly, this was the type of encounter that Paton had come to recognize from those
18 who did not approve of his sexual orientation. Notably, Scott Chapman did not talk to Paton after
19 his wife's strange behavior that evening or at any point in the future.

20 22. Earlier that fall, President Struppa had invited Paton and James to an informal dinner
21 at the Presidential residence. President Struppa's wife, Lisa Sparks ("Sparks"), arrived late for
22 dinner and stayed only for part of dessert before claiming to have to run off to attend to other
23 business. Both Paton and James found Sparks to be unwelcoming and her attendance perfunctory
24 and uninterested. While the interaction was awkward, Paton only later learned that Sparks had a
25 reputation for being anti-gay based on her past involvement promoting "family values."

26 23. In May 2024, Provost Bouchard informed Paton that she had received praise from the
27 Chapman Finance Committee and Finance Chair incoming Board of Trustees, James Burra
28 ("Chairman Burra"), for the law school having turned in a remarkable budget surplus of

1 approximately \$2 million under Paton’s leadership during the 2023-24 school year.

2 24. Later that year, Paton wrote to Chairman Burra that, “I’m thrilled to report that we’ve
3 admitted the best credentialed entering class yet; we managed with a final push to secure admissions
4 that brought revenue up over \$1M in the last 10 days before Orientation; and programming that I’d
5 retooled was extremely well received – including over 100 parents and partners attending the Oath
6 of Professionalism and a celebratory lunch with the 143 admitted 1Ls on Friday. There’s an energy
7 and new direction I’m honored to be leading. We’re not without our challenges and I’d be glad to
8 discuss those when we connect. More importantly, I’d be glad to learn how I might assist you in
9 your new leadership responsibilities and to share perspectives.”

10 **PATON GETS MARRIED TO HIS HUSBAND**

11 25. On October 26, 2024, Paton was married to James at their home in Villa Park in
12 Orange County. A significant number of guests from Chapman, including Provost Bouchard, former
13 Board Chair and major donor Aitken, and a number of law faculty and their spouses attended.
14 Guests also included the Chair of the Chapman Board of Governors Michael Penn, his wife Mayor
15 of Anaheim Ashleigh Aitken, former Orange County Bar Association President Christina Zabat-
16 Fran, Dean of Law at UC Irvine and President of the American Association of Law Schools Austen
17 Parrish, and CEO of the American Association of Law Schools Kellye Testy. People at the law
18 school and more widely across the university were aware of the fact that Paton and James had
19 married.

20 26. Nonetheless, during the early morning hours of October 28, 2024 at 4:30 a.m., Paton
21 received a seemingly irate email from President Struppa claiming that there was an immediate need
22 for Paton to take action about the law school’s policies. The situation that President Struppa was
23 referencing at the time ended up being based on incorrect information. However, Paton did not
24 know that at the time and felt compelled to respond immediately and at length despite it being his
25 wedding weekend. Paton heard nothing further from President Struppa about the seemingly urgent
26 matter.

27 27. On or about October 30, 2024, just days after his weekend wedding, Paton was
28 already back in his role attending a Chapman event as a featured speaker for a business school event.

1 When organizer and host Executive Professor of Accounting Hank Adler (“Adler”) provided
2 opening remarks to the packed venue, he introduced Paton, expressed his surprise that Paton was
3 even in attendance given his very recent marriage to his husband, and offered his congratulations “as
4 someone who has 50 years [of marriage] on you.” The audience, comprised in significant part by
5 Adler’s business school students, erupted in applause at news of Paton’s marriage. When Chairman
6 Burra heard Adler’s announcement, Paton could see the shock on Chairman Burra’s face from his
7 vantage point on the stage. At the small event dinner held immediately afterwards, Chairman Burra
8 sat directly next to Paton’s husband and remarked, “I thought you guys were just really good
9 friends.” Chairman Burra said nothing further to either of them during the entire dinner. This had
10 been in stark contrast to the friendly reception both men had received in previous interactions
11 together with Chairman Burra. While Chairman Burra previously and enthusiastically invited Paton
12 and James to come see his garage of vintage Corvettes, after the announcement of his wedding to
13 another man, no further invitation or reference to the previous invitation ever followed.

14 28. On November 22, 2024, Paton requested a meeting with the Chief Human Resources
15 Officer at Chapman, Brenda Rushforth (“Chief HR Rushforth”), following separate conversations
16 Paton had with Provost Bouchard that same day and with Chapman Assistant Vice President of
17 Employee Care and Recognition Michael Nee (“Nee”) earlier that month. At that earlier meeting,
18 Nee advised Paton that he had received information that in Nee’s view “did not rise to the level of a
19 complaint requiring investigation,” but warned Paton to “watch his back” and not take any steps that
20 might be considered “retaliatory.” Provost Bouchard independently advised Paton on November 22,
21 2024 to “watch his back” and not to take any steps that might be considered “retaliatory.” It was
22 unclear to Paton why both had given the him the same unsolicited warning. Paton started to become
23 concerned about what was happening behind his back.

24 29. On or about December 10, 2024, Parlow was announced by the Chapman Board of
25 Trustees as the incoming President, while President Struppa was still serving. At the time, Donald
26 Trump had been elected as 47th President of the United States and he was awaiting his inauguration.
27 President-elect Trump had been vocal that universities would face potential cuts to federal funding
28 for those engaged in reverse discrimination practices under the guise of DEI. Chapman, however,

1 was not engaged in any such conduct.

2 30. In early January 2025, Provost Bouchard advised Paton that a complaint had been
3 made against him in an anonymous email. Paton was never provided with the substance of the
4 complaint or any opportunity to respond. During a meeting with Provost Bouchard on January 22,
5 2025, she warned him that “rumors” were “swirling” about him, echoing the exact language Nee had
6 used when Paton had met with Nee in November 2024. Paton became increasingly uneasy about his
7 position as Dean.

8 31. In January 2025, Paton again reported to Chief HR Rushforth that he was being
9 harassed and that he had heard that Nee and other persons were spreading rumors about him. At or
10 about the same time, Paton was told for the first time that there had been an anonymous complaint or
11 complaints filed against him with President Struppa. He first learned that yet another separate
12 complaint had been made against him through Chapman’s EthicsPoint helpline, claiming that he had
13 used Chapman resources for personal travel. Paton only learned of the EthicsPoint investigation
14 when he received a letter from former Ethics and Compliance Officer, Gail Nishida, dated February
15 26, 2025, acknowledging: “Despite a detailed investigation into these claims, no sufficient evidence
16 was uncovered to support the allegations.” Interestingly, Paton had never been given any details
17 about the complaints or an opportunity to respond. He learned of Nishida’s investigation only when
18 she transmitted the letter to him reporting on the resolution. Paton does not believe any similar
19 investigations were ever done by Chapman regarding his own complaints about being harassed.

20 **CHAPMAN TERMINATES ITS DEI EMPLOYEES**

21 32. In 2024, Former Chair Kennedy commented to the press that, “The board will decide
22 who will be the next president of the university...That’s the most important thing any board does.”
23 In a private university like Chapman, authority flows broadly from the Board of Trustees, to the
24 President of the University, to the Provost, and then to the Dean of the law school. On December
25 10, 2024, Chapman's Board of Trustees announced the appointment of Parlow to serve as Chapman's
26 14th President. President Struppa’s last day would be September 1, 2025.

27 33. On or about March 11, 2025, Provost Bouchard and the Vice President of Diversity,
28 Equity, and Inclusion (DEI), Reg Stewart (“Stewart”), were suddenly and without prior notice placed

1 on administrative leave by Chapman with no clear reason provided to the Deans, including Paton.
2 At no point in time prior to their being placed on administrative leave did any person senior to Paton
3 speak with him about any issue regarding DEI related to Provost Bouchard and/or Stewart.

4 34. On April 17, 2025, President Struppa announced that Chapman's DEI office would be
5 dismantled and that roles and programs would be renamed and reorganized. President Struppa's
6 email paints Chapman's changes with an over-the-top optimistic spin, but in reality, this was simply
7 a smokescreen. Nowhere does President Struppa's email even acknowledge the employees
8 terminated, the titles removed, and/or legal or factual justification as to why. This decision came
9 solely from the top down, presumably with the support of the Board of Trustees. Chapman did not
10 "scale back" its DEI employees, department initiatives, and curriculum as the email suggested, but
11 rather got rid of them completely. Those that had influence over Chapman simply decided that this
12 was their opportunity to act and to revert to a pre-DEI Chapman. In one fell swoop, those in control
13 removed both the academic Provost and DEI leadership simultaneously. At no point prior to these
14 actions did anyone seek Paton's input, as Dean of the law school and/or a known champion of
15 diversity. No meeting of Deans was called to advise them of the Provost and VP of DEI being
16 placed on leave. This, of course, left Paton having to deal with Chapman's decisions after-the-fact.
17 For Paton, who was already uneasy about what was happening behind closed doors, the total
18 dismantling of DEI and the terminations of both the Provost and the VP of DEI without any of his
19 superiors discussing it with him beforehand, left Paton feeling like a target waiting in silence.

20 35. While there was mounting rhetoric about DEI programs that were being used as
21 reverse discrimination, no California and/or federal law changed that required any changes by
22 Chapman. In fact, a February 14, 2025 letter from the Department of Education's Office of Civil
23 Rights (the "Dear Colleague Letter") admitted, "This guidance does not have the force and effect of
24 law and does not bind the public or create new legal standards." The Dear Colleague Letter simply
25 stated that discrimination on the basis of race, color or national origin is illegal. That has been the
26 law for so long that it hardly needed repeating. There was nothing new about it.

27 36. At the time, Chapman was not engaged in any such illegal discrimination. As such,
28 nothing required any action or change by Chapman. Moreover, no new law had been enacted

1 requiring the elimination of DEI employees, curriculum, and/or stopping initiatives to promote DEI.
2 Rather, Chapman's actions were intentional decisions, made from the top down to get rid of DEI
3 altogether. Historically President Struppa had been supportive of "taking back" academia from
4 liberal forces, reflecting what many viewed as President Struppa's beliefs about conservatives being
5 ostracized in American higher education. While a May 2024 newspaper report highlighted that
6 Chapman under President Struppa employed a full-time coordinator to help Chapman's LGBTQIA+
7 community, that position was eliminated by President Struppa less than a year later.

8 37. Paton had been hired by Provost Bouchard as the first openly gay law Dean in
9 Chapman's history. Arguably, Provost Bouchard's most significant and high-profile DEI decision
10 was hiring Paton. Provost Bouchard was then fired. Provost Bouchard was removed with
11 Chapman's DEI course correction. Paton was a staunch advocate of diversity, equity, and inclusion
12 as a human being and in his role as the Dean of the law school. Paton was a living champion of the
13 principles he professed. This fact was publicly documented before and after his hire. Paton wholly
14 believed in ensuring that DEI considerations were incorporated into efforts to broaden pools for
15 hiring and admissions. As the Dean of the law school at the University of Alberta and then at
16 Chapman, Paton's profile was as a leader in DEI efforts.

17 38. In his short time as Dean, the law school at Chapman had already begun to achieve
18 public recognition for its DEI achievements. Paton had nominated the law school for recognition by
19 the Cal Law Pathways Pipeline Award, originally launched by the State Bar of California, which it
20 received in February 2024. In August 2024, FSOL also received the Constitutional Rights
21 Foundation, Orange County's (CRF-OC) prestigious "Community Partner of the Year" award,
22 recognizing the law school's significant partnership with CRF-OC in promoting civic education and
23 legal training in the Orange County community for traditionally underrepresented communities.
24 Paton attended the award presentations on behalf of FSOL and was prominently featured in stories
25 from the external organizations about the awards.

26 39. Paton also regularly highlighted the changing composition of the FSOL student
27 population and its First Gen support programs to be more reflective of the Orange County
28 community in which FSOL is situated. He fully supported student efforts to organize an annual

1 Diversity Banquet to celebrate the diverse communities represented at the law school. Paton
2 received student feedback that praised the changes that made students feel more included in the
3 Chapman community. Paton wholly believed in making sure that under-represented groups were
4 given equal opportunities to learn about and prepare themselves for law school admissions, which
5 had been proven to translate into a broader and more diverse pool of qualified candidates, and to
6 elevate those qualifications. He believed and still believes that a law school with a diverse collection
7 of faculty and students from different backgrounds and experiences are beneficial to everyone and
8 will lead to a more diverse profession.

9 40. Paton was not alone in his beliefs. American Bar Association (“ABA”) President
10 Michelle Behnke had on numerous occasions stood firm on the ABA’s commitment to the rule of
11 law, and to diversity and inclusion. The ABA is the accrediting body for the majority of law schools
12 across the United States, including Chapman. Students at Chapman took the streets to protest the
13 removal of DEI at Chapman after its institutional direction had been altered.

14 41. Paton alleges that his termination as the Dean of the Chapman law school had already
15 been decided, albeit not yet implemented, when those he reported to had already decided to
16 dismantle DEI and terminate Provost Bouchard and other DEI employees. Those same decision
17 makers either made the decision to wait to terminate Paton and/or were advised to wait to terminate
18 Paton until a later date so that their true motives would not appear so obvious. Paton alleges that
19 Chapman simply laid in wait to effectuate his termination until a time that would not look so
20 patently discriminatory.

21 **PATON’S TERMINATION AS DEAN**

22 42. On May 7, 2025, Paton wrote to Chapman General Counsel Hima Vatti (“General
23 Counsel Vatti”) and Chief HR Rushforth that he was being targeted and harassed. Neither ever
24 bothered to respond to Paton’s email. Paton alleges that no investigation was ever conducted into
25 his concerns.

26 43. On May 23, 2025, Acting Provost Glenn Pfeiffer thanked Paton for chairing an
27 administrative review committee to consider a second term for the Dean of the College of
28 Educational Studies at Chapman, stating, “I sincerely appreciate your contributions to this important

1 work. Thank you for thoughtfully engaging key stakeholders and producing a comprehensive final
2 report. Your dedication of time and effort, especially in addition to your regular responsibilities, is
3 truly valued. Once again, thank you for your continued commitment to Chapman University's
4 mission and values.”

5 44. In June 2025, Michael Ibba, the Interim Executive Vice President, Provost and Chief
6 Academic Officer of Chapman (“Ibba”) sent Paton a letter informing him:

7 It is my pleasure to inform you that I was able to approve a \$10,197.00
8 increase in your academic salary. The increase will be effective in the
9 June 2025 pay period and will bring your academic salary to
\$350,097.00.

10 President Struppa and I are appreciative of the contribution that you
11 are making to the academic program of the university. Your
12 dedication to high standards and commitment to the mission of
13 Chapman University are helping carry us to even greater levels of
14 excellence.

15 45. In or about late June 2025 Paton received an invitation to the Chapman Board of
16 Trustees Summer Party taking place on July 22 stating, “Please join us for the as we celebrate the
17 legacy of DANIELE C. STRUPPA AND LISA SPARKS Graciously hosted by Deedee and Donald
18 Sodaro 6 p.m. • Reception 7 p.m. • Dinner...” Organized by Events at Chapman.” Paton wrote at
19 least twice to inquire whether spouses were invited, as his husband was not referenced or included in
20 the original invitation. Paton was only advised at the last minute that his husband could attend, but
21 by then it was too late. On the shuttle drive from the parking lot to the event, Faculty Senate
22 President Kelli Fuery was there with her husband and asked where Paton’s husband was. Paton
23 explained that James was not present given the difficulty they experienced extracting a response as
24 to whether James was welcome to attend.

25 46. In August 2025, Chapman eliminated all DEI course graduation requirements for its
26 students.

27 47. In early September 2025, Paton received an email from David Moore, Assistant Vice
28 President, Legacy Planning in Chapman’s University Advancement Office, with an invitation to the
University’s annual Charles C. Chapman Society Reception and Dinner in April 2026. Moore noted

1 that the dinner recognized and celebrated donors who had included Chapman in their estate plans.
2 Paton had attended this event previously with his husband, and both of them were engaged in
3 entertaining donors at this working dinner. Moore wrote that Paton would “receive a complimentary
4 ticket to be seated with Fowler Law legacy donors for stewardship,” but that he would have to pay
5 for a ticket for his husband, with Moore noting, “I know you like to include Michael, and he is
6 welcome.” This treatment was in stark contrast to the treatment of other spouses of senior
7 leadership, including Parlow’s spouse, Janie Kim, whom President Struppa had released from all
8 teaching and service responsibilities as a paid law faculty member in March 2025, well prior to
9 Parlow’s formally becoming President, because of what President Struppa identified as her
10 significant social responsibilities as Parlow’s spouse. Paton’s husband accompanied him to over 100
11 events that Paton would attend in his capacity as Dean in any given year. His husband was never
12 compensated by Chapman and Paton was astonished at being asked to pay for the privilege of having
13 his husband attend to engage in these social and outreach responsibilities to promote the University
14 and the law school.

15 48. On September 2, 2025, Parlow officially took office as the President of Chapman.
16 Maybe someone assumed or hoped that Paton would leave on his own after cutting everything DEI
17 related—but Paton stood his ground, knowing that his accomplishments as Dean of the law school
18 were unassailable.

19 49. On or about September 10, 2025, Paton had lunch with Aitken. Aitken advised Paton
20 that it was important for Paton to have a good relationship with Parlow. The suggestion seemed odd
21 at the time, not in substance, but rather in Aitken’s timing and delivery. With the advantage of 20-
22 20 hindsight, Aitken knew something more about Paton’s future as the Dean of the law school than
23 he had disclosed at that time. Aitken was clearly trying to help Paton avoid what was coming for
24 him. Based on what he had seen and heard from Aitken, Paton had always held Aitken in high
25 regard among the influencers over Chapman.

26 50. While Paton had many times previously served as a speaker about his experience as
27 the first openly gay Dean at Chapman, he was prominently featured on September 13, 2025 as a
28 speaker on a panel of “trailblazing law Deans” at the California Lawyers Association annual

1 conference. Then again on September 25-27, 2025, Paton was a speaker on a panel at the Diversity
2 in Law Deanship Workshop hosted by Seattle University Law (and Villanova University), during
3 which he spoke candidly about his experiences at Chapman to the assembled law Deans and aspiring
4 Deans.

5 51. In September 2025, Paton noticed that his LinkedIn profile was being trolled by the
6 Pacific Justice Institute (Costa Mesa). The Southern Poverty Law Center designated The Pacific
7 Justice Institute as a hate group and noted the following on its website: “The Pacific Justice Institute
8 (PJI) is an anti-LGBT hate group founded in 1997 by Brad Dacus. PJI and Dacus have compared
9 legalized gay marriage to Hitler and the Nazis’ ascent in Germany; endorsed so-called “reparative”
10 or sexual orientation conversion therapy; claimed marriage equality would lead to legal polygamy
11 and incest; fought against protections for trans children and fabricated a story of harassment by a
12 trans student; and said that LGBT History Month promotes gay pornography to children.”

13 52. Parlow was set to be formally inaugurated as President in early October 2025. When
14 the program for his inauguration went to print, Paton was still featured prominently as the Dean of
15 the law school. Paton was terminated as the Dean on Wednesday, October 1, 2025. Despite still
16 being a full tenured faculty member, all of the printed programs for Parlow’s inauguration were re-
17 run to remove Paton.

18 53. Late in the afternoon of October 1, 2025, Ibba, who had just months before praised
19 Paton and who was still serving as Interim Provost while a search for a permanent Provost to replace
20 Provost Bouchard was still underway, called Paton into a meeting with himself and VP Rushforth
21 and read Paton a letter that stated:

22 effective today, I am requiring that you step down from your
23 Administrator appointment as Dean of the Fowler School of Law
24 (FSOL), consistent with the at-will-nature of your Administrative
25 appointment, pursuant to your employment agreement letter
26 (“Agreement”), dated March 31, 2023. While I can terminate your
27 position as Dean without any cause, I note, in my estimation as Interim
28 Provost of the University, **due to FSOL’s awarding of scholarships
well in excess of budget** without any conversation with (or approval
from) senior leadership, effective financial oversight of FSOL by a
new dean is required.

1 (*emphasis added*)

2 54. Ibba's letter goes on to state:

3 Consistent with your Agreement, as you are being asked to step down
4 as Dean prior to May 31, 2028, the following will occur:

5 (a) After today, October 1, 2025, you will no longer receive the yearly
6 dean's administrative stipend, which will be prorated through
7 today.

8 (b) Effective today, October 1, 2025, your appointment as the Donald
9 P. Kennedy Chair in Law ceases, as your Agreement states this
10 Chair is tied to the deanship, and correspondingly, you may no
11 longer access or receive the yearly discretionary funding that
12 comes with the Chair.

13 (c) You remain a tenured Professor of Law at FSOL and will continue
14 to receive your current faculty salary.

15 (d) Your teaching load will be four (4) courses per academic year if
16 you remain research-active, and this load will be prorated to two
17 (2) courses for Spring Term 2026.

18 55. On the day he was terminated, Paton reached out to Aiken to let him know that he had
19 just been terminated as the Dean of the law school. Aiken replied with a single word expletive. The
20 expletive seemed to confirm what Aiken had tried to warn Paton was coming for him.

21 56. Paton was directed to vacate the office assigned to him as Dean, without assistance,
22 no later than Sunday, October 5, 2025. Nee was assigned by VP Rushforth to be present to observe
23 Paton removing his personal items from the Dean's Office on Saturday October 4, 2025.

24 57. Notably, Paton's appointment as Dean was "a 12-month appointment each year for a
25 period of five (5) years ending on May 31, 2028." [See, Ex. 1] Not only was his mid-term removal a
26 clear breach of contract, it also strongly suggested that Paton had done something wrong to be
27 removed suddenly and in a cloud of mystery in the middle of the law school term. This was
28 especially true after the fact, as faculty were told false information about Paton.

58. Importantly, Paton was never asked any questions about scholarships before or after
his termination as Dean. Paton was never provided with an opportunity to respond to the stated
grounds for his removal as Dean. In fact, Paton's immediate termination as Dean ran counter to

1 everything he had been told by Chapman about how terminations are handled. From his hiring
2 onward, Paton had been told that even with at-will employees, Chapman nonetheless goes through a
3 process with under-performing employees to document performance failures and provide a
4 performance plan to improve in place so that future failures set expectations and avoid uncertainty in
5 terminations. Here, Paton was thrown out of his role without a single issue having ever been
6 presented to him. Chapman's departure from its own protocol in terminating Paton—mid-stream in
7 his annual term as Dean without any discussion—corroborates his reasonable belief that his
8 termination had been pre-decided and/or that the decision makers hoped he would leave in protest to
9 the dismantling of DEI.

10 59. Immediately after Paton was removed as Dean, Chapman set out to try and find
11 evidence to substantiate the pretextual and bogus grounds for Paton's removal. In the days and
12 weeks that followed, Chapman conducted meetings and interviews with faculty and staff without
13 Paton present (although Paton was still a member of the faculty), including meetings and interviews
14 led by Parlow's Chief of Staff, Amy Rogan-Mehta, and his Deputy Chief of Staff, Nidhi Vogt. As
15 an example, in a special meeting called for law school faculty only on or about October 6, 2025 and
16 led by Parlow and Ibba less than a week after Paton's removal, the faculty were presented with the
17 suggestion, for the first time, that Paton bore responsibility for a "new dire financial situation at
18 FSOL."

19 60. Parlow and Ibba suggested that Paton had granted too many scholarships and that he
20 was responsible for a \$2 million shortfall in the law school's budget. But the faculty knew that there
21 was already a \$2 million surplus from 2023-24 and over a \$1 million surplus in 2024-25. The
22 faculty were understandably offended by the suggestion and presentation. One faculty member aptly
23 characterized the entire effort as "a load of BS." Faculty have characterized Paton's removal as
24 "devastating," "outrageous," and stated "this is outright homophobia."

25 61. Parlow named Ibba to the permanent role of Provost and Chief Academic Officer on
26 October 20, 2025.

1 law school's mandatory grading curve. The core issue was that Chapman offered large merit
2 scholarships to attract strong law school applicants. These scholarships were conditional in that they
3 required students to maintain a certain GPA to keep the scholarships. When Paton became Dean,
4 Chapman's "conditional scholarships" required students to maintain a 2.9 cumulative GPA each year
5 in order to keep their scholarships. If a student's GPA fell below that threshold, the scholarships
6 would be reduced and/or lost.

7 66. The issue that festered for Chapman was that its mandatory grading curve of 2.8 for
8 first year law students meant that a certain percentage of students must fall below a 2.8 GPA.
9 Because of the mandatory grading curve, it was mathematically improbable, if not impossible, for a
10 portion of the scholarship recipients to maintain the required GPA. This dynamic would then cause
11 students to lose their scholarships after the first year. The student would then face a far higher
12 expense for law school if they wished to continue—which most law students do after completing 1/3
13 of the law school curriculum during their first year.

14 67. The problem was compounded by Chapman's lack of disclosure to incoming students
15 about the inherent conflict between its conditional scholarship requirements to maintain a minimum
16 GPA and its mandatory first-year curve that would only permit so many students to achieve that
17 GPA. For incoming law students, unfamiliar with the realities of the interplay of these dynamics,
18 students described their experience as a classic "bait-and-switch" scenario wherein the incoming
19 student is met with expecting a lower out-of-pocket cost with the scholarship granted, only to find
20 that the mandatory curve pushes them under the minimum GPA requirements to keep their
21 scholarships for a second year.

22 68. While the problem of conditional scholarships was not unique to Chapman, the often-
23 cited statistic about Chapman is that up to 45% of the students who started with conditional
24 scholarships in recent years lost some or all of them after just their first year. For this reason, and
25 Chapman's high tuition, the school of law was repeatedly recognized among the top national
26 offenders.

27 69. Paton, as the Dean of the law school, was not only looking to improve the law
28 school's reputation with respect to its scholarships, but far more importantly, to actually effectuate

1 change to right the wrongs to its students. Paton considered the approach historically taken by
2 Chapman to be both predatory and unethical. When he verified for himself the fundamental problem
3 with the mandatory grading curve and the evaporating scholarships, Paton communicated to Provost
4 Bouchard and to others that he was determined to fix it. Paton’s investigation later revealed that for
5 budgeting purposes the university in fact was betting on the actual failure of its students to maintain
6 their scholarships.

7 70. Paton had heard directly and frequently from prospective students that the conditional
8 scholarships issue was one of their big concerns when considering Chapman. It was also the most
9 frequently raised issue by admitted students in the first term of their first year in both 2023 and 2024
10 small group “coffee and cookies with the Dean” meetings. In attempting to both rectify the situation
11 and to make Chapman more competitive against higher ranked regional law schools, Paton asked
12 Cruz to review five years of data for the top 10% of students who had been granted not only a full
13 ride scholarship, but also stipends to cover living expenses. Paton wanted to know how many of the
14 top 10% had actually lost their scholarships. He discovered that only a handful of students in the top
15 10% had actually lost their scholarships based on the data gathered by Cruz.

16 71. After learning this information, Paton worked with Cruz, who was directly
17 responsible for admissions and the awarding of scholarships, to implement changes for the top 10%
18 of students to reduce their GPA requirements to maintain their scholarships from a 2.9 to a
19 cumulative GPA of 2.2. This would help Chapman recruit better students because they would have
20 less fear of losing their scholarship—even though their fear remained unlikely to be realized given
21 the historical data about the actual performance of top 10% students. The practical result of that
22 change meant that Chapman’s national rankings should improve by further elevating the LSAT and
23 GPA medians of the incoming classes and by reducing the risks of losing scholarships to a handful
24 of students. In fact, the strongest three classes ever admitted to FSOL, as measured by entering
25 median LSAT and GPA, were admitted under Paton’s leadership. Indeed, for 2025-26, FSOL was
26 predicted as of March 8, 2026 to be ranked #70 overall in admissions, just behind Loyola LA (at
27 #69), more than 30 places above FSOL’s overall US News ranking of #104 in 2025 (up from #109),
28 its strongest ranking since 2012.

1 advised Paton that the budget “had already been decided” and ended the call in approximately
2 twenty minutes without providing any additional information or insight. From near the start of his
3 Deanship in June 2023, Paton reached out to Assistant Provost Academic Financial Operations
4 Laura Baker (“Baker”) on his own and upon the advice of Provost Bouchard for assistance. On
5 multiple occasions during his employment as Dean of the law school, Paton would attempt to
6 allocate funds from a known source of existing funds to cover a necessary expense, only to learn
7 from Baker that either she or the decision makers above him had removed funds from the law
8 school’s budget and/or reallocated them. This left Paton with the distinct sense that his role as Dean
9 of the law school was being undermined by others and he had no transparency into the decisions or
10 who was making them without consulting him. As to budget practice, Chapman sweeps any surplus
11 achieved in excess of budgeted funds into a “quasi-endowment” fund rather than allocating
12 additional funds to the law school generating the surplus so as to constantly improve the University’s
13 already more than \$1 billion endowment.

14 76. After having been without either an Assistant Dean for Administration or a Director
15 of Finance between September 2023 and January 2025, Paton appointed Visiting Professor and
16 attorney Sean Bigley, Esq. (“Bigley”), as Senior Assistant Dean Administration. Prior to and during
17 law school, Mr. Bigley was an investigator for the U.S. Office of Personnel Management, where he
18 conducted some of that agency’s most sensitive security investigations in the Los Angeles
19 metropolitan area. Together Paton and Bigley investigated Chapman’s scholarship program and
20 other financial issues together. They confirmed with Cruz that Chapman did not have an active
21 policy in place to address the granting of scholarships by the law school. Nonetheless, Paton
22 coordinated with the Provost and the Provost’s budget office about the target number of students for
23 admission and the number of scholarships to the law school each year. Paton also tasked Bigley in
24 June/July 2025 with a comprehensive review of scholarships and to chair a special committee that
25 Paton would convene during the 2026-27 academic year and that he intended Bigley to lead.

26 77. In his regular bi-monthly meetings with Provost Bouchard, which Baker regularly
27 attended, almost every meeting agenda had a line item to discuss law school admissions. Neither
28 Provost Bouchard nor any other person raised concerns about the number of admissions and/or the

1 granting of scholarships approved. Paton also included an agenda item on admissions for discussion
2 with Interim Provost Ibba in early September 2025, and specifically discussed admissions,
3 scholarships, and the two years of significant overall budget surpluses the law school had generated
4 under Paton's leadership. Again, Ibba raised no objections to Paton about scholarships.

5 78. While Paton was serving as Dean, the law school achieved an unprecedented level of
6 retention of its top students. Historically, top students admitted on scholarship would seek to
7 transfer to higher ranked law schools after a successful first year. Paton was not aware that the
8 university budget office counted on a certain number of top students leaving after their first year for
9 better law schools and/or that the university budget office counted on a significant number of
10 scholarships being lost because of the mandatory grading curve. In 2025-26, none of the top first
11 year students from 2024-25 left, and the school's scholarship students had an unprecedented success
12 rate keeping their scholarships. One would think this was a great thing for a non-profit University
13 like Chapman, particularly one seeking to improve the law school's reputation and ranking as a key
14 performance indicator. Paton was aware of the success rate of the students, but he had no idea at the
15 time that those in control over Chapman prioritized student scholarship loss over retention success,
16 counting on that failure as part of the central budgeting process and contributions to the "quasi-
17 endowment".

18 79. Even if Chapman theoretically paid out more in scholarships than it had expected to
19 pay out—an allegation that has never been substantiated—the school did not account for the budget
20 surpluses, grants, donations and/or perform any other sort of objective financial analysis prior to his
21 termination to substantiate its bogus grounds for terminating Paton as Dean. Even assuming that
22 Chapman could objectively establish that Paton's granting of scholarships exceeded budget by \$2
23 million, this was the same amount as the surplus he had previously been praised for saving.

24 80. Paton alleges that the revenues generated by his careful stewardship of enrolment to
25 gradually increase the admitted class size, as well as careful management of other line items in the
26 law school's budget, exceeded any temporary budgetary increase caused by correcting the
27 previously predatory and unethical scholarship practices Chapman had to then employed. Further,
28 Chapman's practice of sweeping budgeted funds into its quasi-endowment fund would far dwarf any

1 budgetary increase caused by granting student scholarships and/or students not losing their
2 scholarships. As a non-profit university, student success should be recognized as institutional
3 success—especially for a university recently celebrating its \$1B endowment. As President Struppa
4 put it in his resignation statement, “I believe Chapman is living some of its best years: We are
5 fiscally very strong, indicators such as enrollment, retention and graduation all paint a picture of an
6 institution in excellent health.” The mere suggestion that Paton’s termination was for budgetary
7 failures will be proven to be demonstrably false.

8 81. Further, in early 2025 both Paton and Bigley had asked Institutional Audit and
9 Compliance for a forensic audit not only of particular law school programs, but of the law school
10 budget and expenditures overall, because of the difficulty they both experienced in getting detailed
11 and precise budget information for the law school. In addition, both Bigley and Paton had
12 complained about the practice of the Provost’s budget office “reallocating” portions of the law
13 school budget without prior notice or warning. Given their respective experiences with financial
14 matters, both Paton and Bigley were also very concerned to learn that both Baker and Chief HR
15 Rushforth would work from “off-system” accounting spreadsheets printed off from university
16 systems. Such a practice is widely considered an audit “red flag.” Paton’s and Bigley’s requests
17 were ignored and no action was ever taken to respond to these concerns.

18 **THE PARTIES**

19 82. Paton is an individual residing in the Orange, California.

20 83. Chapman is a private, nonprofit university located in Orange, California.

21 84. The true names and capacities of Defendant DOES 1 through 25, inclusive, whether
22 individual, corporate, associate, or otherwise, are currently unknown to Plaintiff, who therefore sues
23 said Defendants by such fictitious names. Plaintiff will amend this pleading to allege their true
24 names and capacities when ascertained. Plaintiff is informed and believes that each DOE Defendant
25 is responsible for the acts or omissions alleged in this Complaint, and that Plaintiff’s injuries and
26 damages were proximately caused by the acts or omissions of each DOE Defendant.

27 85. Plaintiff is informed and believes and thereon alleges that each DOE Defendant
28 sued herein was at all relevant times the principal, agent, alter-ego, trustee, donor, manager, servant,

1 employee, or co-conspirator of Defendant in performing the acts described in this Complaint. Each
2 DOE Defendant was acting in the scope of his, her or its authority with the consent of Defendant.
3 Defendant ratified or authorized the wrongful acts, conduct, omissions, or commissions of each DOE
4 Defendant. At all relevant times, each DOE Defendant acted with full knowledge of the conduct of
5 every other Defendant with the intention to cooperate therewith.

6 **FIRST CAUSE OF ACTION**
7 **(BREACH OF WRITTEN CONTRACT)**

8 86. Paton incorporates by reference all of the above allegations and paragraphs into this
9 cause of action.

10 87. Paton and Chapman entered into a contract for him to serve as Dean of FSOL.

11 88. Paton did all, or substantially all, of the significant things that the contract required
12 him to do, and/or was excused from having to do.

13 89. Chapman breached its agreement with Paton by terminating him effectively
14 immediately during one of his 12-month terms and by taking away his compensation effective
15 immediately in direct breach of his contract.

16 90. Chapman's breach was a substantial factor in causing Paton's damages, the amount of
17 which shall be proven at trial.

18 91. Paton is entitled to his attorneys' fees under the Labor Code.

19 **SECOND CAUSE OF ACTION**
20 **(SEXUAL ORIENTATION DISCRIMINATION IN VIOLATE OF FEHA)**

21 92. Paton incorporates by reference all of the above allegations and paragraphs into this
22 cause of action.

23 93. Chapman is a covered entity under FEHA (§ 12926(d)). A true and correct copy of
24 the Right to Sue Package returned by the Civil Rights Department to Paton dated May 1, 2026 is
25 attached hereto as Exhibit 2.

26 94. Chapman took an "adverse employment action" against Paton by terminating him as
27 Dean.

28 95. Paton's protected characteristic was a substantial motivating reason for Chapman's

1 adverse employment action against him.

2 96. Chapman's conduct was a substantial factor in causing Paton's damages, the amount
3 of which shall be proven at trial.

4 97. The conduct described herein and to be proven at trial constitutes despicable conduct
5 by Chapman. Chapman exhibited a conscious disregard for Paton's rights and person.
6 Accordingly, punitive damages should be awarded against Chapman.

7 98. Paton is entitled to his attorneys' fees under FEHA.

8 **THIRD CAUSE OF ACTION**
9 **(RETALIATION UNDER FEHA)**

10 99. Paton incorporates by reference all of the above allegations and paragraphs into this
11 cause of action.

12 100. Paton engaged in a protected activities as set forth herein.

13 101. Paton's protected activities were a substantial motivating reason for Chapman's
14 decision to remove him as Dean.

15 102. Paton's protected activities were a substantial motivating reason for Chapman's
16 adverse employment action against Paton.

17 103. Chapman's decision to terminate Paton as the Dean of FSOL was a substantial factor
18 in causing Paton's damages, the amount of which shall be proven at trial.

19 104. Paton is entitled to his attorneys' fees under FEHA.

20 **FOURTH CAUSE OF ACTION**
21 **(FAILURE TO CONDUCT REASONABLE INVESTIGATION)**

22 105. Paton incorporates by reference all of the above allegations and paragraphs into this
23 cause of action.

24 106. Chapman owed Paton a duty of care to take all reasonable steps necessary to prevent
25 discrimination and harassment from occurring. Chapman breached that duty by failing to investigate
26 his concerns about discrimination and harassment.

27 107. Paton was actually discriminated against and harassed by Chapman through its
28 managing agents and others because of his sexual orientation.

1 **FIFTH CAUSE OF ACTION**

2 **(INTENTINOAL INFLICTION OF EMOTIONAL DISTRESS)**

3 108. Paton incorporates by reference all of the above allegations and paragraphs into this
4 cause of action.

5 109. Chapman's conduct was outrageous in firing Paton as Dean for the reasons set forth
6 herein.

7 110. Chapman intended to cause Paton emotional distress and/or exhibited a conscious and
8 reckless disregard for his well-being and person.

9 111. Paton actually suffered severe emotional distress.

10 112. Chapman's conduct was a substantial factor in causing Paton's severe emotional
11 distress damages, the amount of which shall be proven at trial.

12 **SIXTH CAUSE OF ACTION**

13 **(ACCOUNTING)**

14 113. Paton incorporates by reference all of the above allegations and paragraphs into this
15 cause of action.

16 114. Chapman and Paton were in a relationship wherein an accounting is necessary.

17 115. Chapman's budgeting and accounting are directly relevant to Paton's claims.

18 116. The legal remedy of an accounting is necessary here.

19 **SEVENTH CAUSE OF ACTION**

20 **(FAILURE TO PAY WAGES, Cal. Labor Code §§ 200, 201, 203, and 226)**

21 117. Paton incorporates by reference all of the above allegations and paragraphs into this
22 cause of action.

23 118. When Chapman fired Paton as the Dean, it failed to pay him all of this wages due
24 under Exhibit 1 hereto. Chapman failed to pay applicable interest and penalties due to Paton under
25 the Labor Code pursuant to Exhibits 1 hereto.

26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, Paton prays for judgment against Chapman as follow:

28 1. For an accounting;

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2. For economic and noneconomic damages;
3. For interest, pre-judgment interest, and penalties;
4. For punitive damages;
5. For attorneys' fees and costs pursuant to statute; and,
6. For such other relief as the Court finds is equitable.

Dated: June 1, 2026

KIRBY & KIRBY LLP

By: 

Jason M. Kirby
Attorney for Plaintiff PAUL PATON

EXHIBIT 1



Office of the Provost

One University Drive, Orange, California 92866
(714) 997-6826 **Chapman.edu**

Norma Bouchard, Ph.D.
Executive Vice President, Provost, and Chief Academic Officer
Distinguished Professor of Global Studies and Modern Languages
nbouchard@chapman.edu

March 31, 2023

Paul D. Paton
pdpaton@gmail.com

Dear Paul,

I am very pleased to offer you the position of Dean of the Fowler School of Law at Chapman University. We are confident that your personal and professional skills will be a great asset to Chapman. The terms of your Dean appointment are as follows:

Appointments and Duties. Your appointment as Dean will be effective May 30, 2023 and is a 12-month appointment each year for a period of five (5) years ending on May 31, 2028. Reappointment as Dean will be considered during the fourth year of this appointment, with the length and the terms of the reappointment to be determined at that time. In addition, subject to approval by the Chapman University Board of Trustees, you will also be appointed as a tenured, Full Professor of the Fowler School of Law.

Your primary responsibility shall be as the Dean of the Fowler School of Law. The Dean reports to the Provost of the University. We expect that you shall devote your full working time and attention to the School and that you will diligently, faithfully, and competently perform your duties as Dean. In your capacity as Dean, you will be responsible for academic leadership, fund raising and the day-to-day operation of the School, as well as other responsibilities that may be assigned by the Provost.

Compensation and Benefits. Your compensation package shall be as follows:

Faculty Salary. The university will pay you a faculty salary of \$330,000 USD per year, with the rank and title of Tenured Full Professor. During your services as Dean, no teaching will be required but you are welcome to teach, if you wish to do so. Your faculty salary will be paid monthly over a period of twelve months beginning in June 2023 and is subject to withholdings as required by law or university policy.

Increases in Faculty Salary. Your position as faculty is eligible for an annual salary review, subject to university policy.

Dean's Administrative Stipend. The university will provide you with a yearly administrative stipend of \$120,000 USD. Your annualized stipend will be paid monthly over a period of twelve months beginning in June 2023 and is subject to withholdings as required by law or university policy. This stipend is subject to annual review, subject to university policy.

Named Chair. Chapman commits to extending you the Donald P. Kennedy Chair in Law. The Chair is tied to the Deanship and comes with approximately \$39,000 USD of discretionary funding a year. Please note that earnings may fluctuate depending on market conditions.

Consulting and Other External Engagements. Chapman University supports the efforts of its faculty to foster productive relationships with the world outside of Chapman, including acting as consultants and in other external engagements, where faculty offer subject matter expertise in exchange for a fee, collectively known as "external engagements". In undertaking external engagements, appropriate steps must be taken to ensure that such activities are separate and distinct from Chapman activities and do not take precedence over

March 2, 2023
Dr. Paul D. Paton
Page 2 of 3

primary commitment to the University. Engagements must also be formally disclosed. For additional information, please refer to the relevant policies found in the [Financial Conflict of Interest](#) website.

Health, Welfare, and Retirement Benefits. You will be entitled to the University's standard, comprehensive benefit program available to full-time faculty, as that program may be amended from time to time. These benefits will be subject to the provisions of the controlling policies and/or plan documents. Please note that group health coverage begins the first of the month following employment, which will be June 1, 2023. You will be eligible to participate in the tax deferred annuity plan immediately; and in the defined contribution retirement plan following 90 days of employment. Vesting of employer contributions is delayed over a four-year schedule, 25% per anniversary year. Employee contributions are immediately vested. Participation is subject to IRS regulations that include maximum allowable contributions as determined year after year by the IRS. In addition, you will be eligible to participate in the Chapman University Deferred Compensation 457 (b) Plan for highly compensated employees.

Paid Holidays. Holidays approved and observed by the University will be paid. More information can be found on the [Holiday Schedule](#) website.

Tuition Remission Benefits. You will be eligible for full tuition remission benefits for dependents as a full-time employee effective Fall 2027.

Relocation Expenses. The University will reimburse you for the moving of your personal and office materials up to \$20,000 USD. In addition, the University agrees to reimburse you for up to two (2) house hunting trips for you and your significant other in business class airfare and reasonable hotel accommodations or Chapman housing, if available. Please retain receipts for reimbursement processing purposes and note that monies received for relocation expenses are subject to IRS regulations and may be considered taxable income.

Parking. If you drive a vehicle to work, you must park in a campus parking lot. While parking at Chapman is a free benefit provided to employees, all vehicles parked in a campus lot must be registered with campus safety or will be subject to ticketing and towing at the owner's expense.

Temporary Housing. You will be provided temporary subsidized housing in North Center Street from your start date to December 31, 2023. Current rent is \$1,775 USD (with a 3% increase projected). Current market value is \$2,431 USD.

Faculty Housing Assistance Program. For eligibility criteria, please refer to the [Faculty Housing Assistance Program](#) information found on the Human Resources website.

Term and Termination. Your dual appointments as Dean and Professor are subject to different provisions relating to term and termination. Your appointment as Dean is paid via administrative stipend and is at-will. Accordingly, while the University has every hope that employment relationships will be mutually beneficial and rewarding, the University retains the right to terminate the decanal appointment at-will, at any time, with or without cause. Please be aware that no individual has the authority to make any contrary agreement or representation. Therefore, this constitutes a final and fully binding integrated agreement with respect to the at-will nature of the decanal appointment.

While your appointment as Dean is at-will, your Tenured Full Time Faculty appointment is governed by the provisions of the *Chapman University Faculty Manual*, which provides for termination of a tenured faculty appointment under specific circumstances. In addition, the University may terminate a tenured faculty appointment immediately and without prior notice for Cause, as defined in section VIII.B. of the *Faculty Manual*. "Cause" shall mean a determination by the University that a reasonable basis exists to conclude that you have engaged in any of the behaviors outlined in Section VIII.B. of the *Faculty Manual*.

March 2, 2023
Dr. Paul D. Paton
Page 3 of 3

The imposition of any disciplinary action affecting your faculty appointment or the termination of your faculty appointment for Cause shall be subject to the provisions of the *Faculty Manual* pertaining to grievances. These grievance procedures shall be the sole and exclusive remedy for any claims concerning any termination or other disciplinary action taken against you by the University in your capacity as a tenured faculty member.

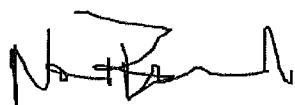
If you request to step down from your Dean position prior to May 31, 2028, or if you are asked to step down from your Dean position prior to May 31, 2028, your faculty contract will revert to a 10-month contract. At that time, you will also forfeit your administrative stipend. Upon completion of your five-year (5-year) appointment as Dean, you shall receive two (2) semesters of sabbatical at your Dean's salary. Upon your return to faculty, your faculty contract will revert to a 10-month contract, your teaching load shall be four (4) courses per academic year if you remain research-active. Buy-out options shall be available at the mutual agreement of both parties.

This letter constitutes the entire agreement between you and Chapman University. It supersedes all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, except your tenure contract. Neither you nor Chapman University has executed this agreement in reliance on any representations, inducements, promises, agreements or warranties other than those expressly contained in this letter. In addition, no modification of this agreement shall be effective unless made in writing and signed by you and the Provost.

If the conditions described in this letter of appointment are acceptable to you, please affirm your agreement by signing below and return the original executed copy of this letter to my office within ten (10) days. Upon receipt of your signed letter, a copy of this executed appointment will be returned to you.

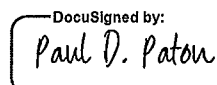
We are pleased to welcome you to Chapman University. We believe that you can contribute to our goals during these exciting times at the university. Should you have any questions or if you require any further information, please contact me, or the Office of Faculty Advancement at (714) 997-6544.

Best Regards,



Norma Bouchard
Executive Vice President, Chief Academic Officer, and Provost

I accept this position and agree to the terms and conditions specified in this letter.

DocuSigned by:

A0EAAAF78F80E40E...
Paul D. Paton

4/5/2023
Date

EXHIBIT 2



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

May 1, 2026

Paul Paton

RE: **Notice to Complainant**
CRD Matter Number: 202605-34897901
Right to Sue: Paton / CHAPMAN UNIVERSITY

Dear Paul Paton:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. If you do not have an attorney, you must serve the complaint yourself. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

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May 1, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202605-34897901
Right to Sue: Paton / CHAPMAN UNIVERSITY

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

May 1, 2026

Paul Paton

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202605-34897901
Right to Sue: Paton / CHAPMAN UNIVERSITY

Dear Paul Paton:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective May 1, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1 VERIFICATION

2 I, **Jason Kirby, Esq.**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true. The matters alleged are based
5 on information and belief, which I believe to be true.

6 On May 1, 2026, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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San Diego, California