

O'TOOLE SCRIVO, LLC

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SETON HALL UNIVERSITY,

Plaintiff,

v.

JOSEPH E. NYRE, Ph.D. and JOHN
DOES 1-10, fictitiously named individuals,

Defendants.

SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
CHANCERY DIVISION
GENERAL EQUITY PART

Docket No.:

Civil Action

VERIFIED COMPLAINT

Plaintiff Seton Hall University (“Plaintiff” or the “University”), through its counsel, O’Toole Scrivo, LLC, by way of Verified Complaint against defendant Joseph E. Nyre (“Defendant”), hereby states as follows:

INTRODUCTION

1. This action is necessitated due to the unlawful actions of the University’s former President, Joseph E. Nyre, in illicitly accessing, downloading, maintaining, and later disseminating confidential and proprietary documents, as well as documents protected by the attorney-client and work product privileges, and information after his departure as President of the University.

2. While he was President of the University, Defendant possessed the highest level of access to confidential and proprietary internal documents and information of the University – including those reflecting communications with its attorneys.

3. Following his departure from the University, it has now been confirmed that Defendant has unlawfully accessed, retained, retrieved, and downloaded confidential documents and other proprietary data, information, and documents.

4. These documents and data files were of the most sensitive nature and reflected communications with legal counsel, internal investigation reports, legal counsel recommendations, student information, and draft letters constituting attorney work product.

5. Defendant's unlawful misappropriation of this information after his departure from the University, in violation of his Employment Agreement and Separation Agreement with the University, has been confirmed by the University's IT professional.

6. Not so coincidentally, following Defendant's retrieval and downloading of confidential information from the University, POLITICO ran a story that contained the very same highly confidential and attorney-client privileged information that Defendant had unlawfully downloaded after he left from the University, and to which few had access.

7. The University thereafter demanded that Defendant execute an Affidavit confirming that he had complied with the confidentiality provisions contained in both his Employment Agreement and Separation Agreement after his departure from the University. The University further demanded that Defendant return all documents and electronic data to the University.

8. Defendant has refused to execute the Affidavit or return any of the highly confidential and sensitive information he had misappropriated.

9. The continued threat of disclosure of the University's sensitive and confidential information is precisely the type of "irreparable injury" for which the entry of immediate temporary restraints and injunctive relief is overwhelmingly justified.

NATURE OF THE ACTION

10. Seton Hall University is a private, non-profit research university. Governed by numerous federal laws, including Title IX and the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, the University maintains a significant amount of confidential, proprietary, and sensitive data. The University also maintains numerous documents protected by the attorney-client privilege.

11. Defendant served as President of the University from 2019 to 2023. In that capacity, Defendant had access to a significant amount of confidential information and, as such, was subject to confidentiality provisions in his Employment Agreement and Separation Agreement that continued not only for the duration of his employment but also after he was no longer employed.

12. This is an action for injunctive and equitable relief arising from Defendant’s deliberate, repeated, and unauthorized possession, retrieval and dissemination of – privileged and confidential documents and information following his departure from employment with the University.

PARTIES

13. Plaintiff Seton Hall University is a non-profit corporation, with its main campus located at 400 South Orange Avenue, South Orange, New Jersey.

14. Defendant Joseph J. Nyre is a New Jersey resident living in Chatham, New Jersey.

15. Upon information and belief, John Does 1-10 are persons who are in possession of documents unlawfully maintained, retrieved, accessed, and/or downloaded by Defendant in violation of his Employment and/or Separation Agreements and/or state law.

JURISDICTION AND VENUE

16. This Court has jurisdiction over this action because Defendant is a resident of the State of New Jersey.

17. Venue is properly laid pursuant to Rule 4:3-2(a)(3) because Seton Hall University is located and does business in Essex County, New Jersey.

FACTS COMMON TO ALL COUNTS

I. Background of Defendant's Employment with the University

18. In or around August 2019, Defendant was hired as President of the University.

19. In that position, Defendant had a broad range of responsibilities that afforded him access to a significant amount of confidential and proprietary information.

II. The University's Statutory Confidentiality Obligations.

20. As an educational institution that receives federal funding, the University is subject to a myriad of laws that require the University to maintain the confidentiality of information.

21. As an example, FERPA expressly prohibits the University from disclosing certain educational records of students or former students without prior consent from the student or a designated representative.

22. FERPA is an exceptionally important law that gives students and their parents the right to control who has access to their or their children's education records to help protect students from discrimination and/or other harm.

23. In furtherance of those goals, FERPA does not simply protect the disclosure of student's names; it protects the disclosure of any personally identifiable information.

24. The University is also subject to Title IX of the Education Amendments of 1972 ("Title IX"), which prohibits the University from disclosing personally identifiable information of

complainants, respondents, or witnesses involved in or related to complaints of sex discrimination or harassment, except in limited circumstances.

25. The confidentiality protections of Title IX, similar to FERPA's, are intended to protect individuals involved in such matters from potential retaliation or other adverse treatment.

26. The University takes its statutory confidentiality obligations very seriously.

III. The University's Efforts to Protect its Confidential Information

27. Because of the scope and breadth of confidential information maintained by the University, the University undertakes significant precautions to maintain the confidentiality of its confidential information.

28. Specifically, the University restricts access to certain documents so that only specific individuals would have access and even then, the documents could only be used in support of their efforts as University employees.

29. The University also maintained strict policies governing access to its electronic systems and confidential information as set forth in its Appropriate Use and Confidential Information Policies.

30. Among other things, the Appropriate Use Policy makes clear that authorized users "have the responsibility to utilize Seton Hall University computer facilities and resources for legitimate University purposes."

31. The Appropriate Use Policy also sets forth examples of inappropriate uses, including "[a]ny circumvention of Seton Hall University computer security, including . . . otherwise devising unauthorized access," and "[d]isseminating any confidential information unless such dissemination is required by the individual's job at the University and is done securely."

32. Authorized users are instructed to “[h]andl[e] confidential information appropriately” as follows: “Users should always follow best practices in the transmission and storage of University confidential information. Users must appropriately protect any confidential University information they have on their computers. Users should take particular care to protect confidential data when using public computers, laptop computers, external storage devices (such as external hard drives or flash drives), and home computers, and when emailing or posting confidential data to third party file sharing services.”

33. The University also has a Confidential Information Policy, which has additional directives to ensure the confidentiality and privacy of confidential information, which for purposes of that policy, includes “all non-public information that can be personally associated with an individual.”

34. The Confidential Information Policy expressly prohibits, among other things: “[d]iscuss[ing] verbally or distribut[ing] in electronic or print formats, confidential information except as needed to conduct campus business as required by his/her position;” “[g]ain[ing] or attempt[ing] to gain unauthorized access to campus computing systems;” and “[d]isclos[ing] confidential information to those not authorized to receive it.”

IV. Defendant and University’s Agreements to Ensure the Protection of Confidential Information Accessible by Defendant.

35. Because of Defendant’s nearly unfettered access to confidential information as President of the University, the University took additional precautions to ensure Defendant maintained the confidentiality of such information.

36. When the University hired Defendant, the Parties entered into an Employment Agreement, dated February 20, 2019, which set forth the terms and conditions of Defendant’s employment at the University.

37. The Employment Agreement included a Confidentiality Provision, prohibiting Defendant from disseminating confidential information both during his employment with the University as well as after his employment with the University had ended.

38. Specifically, pursuant to Paragraph 12(a) of the Employment Agreement:

While the President is President and Chief Executive Officer of the University and thereafter, he shall not, directly or indirectly, disclose to any person any Confidential Information of the University or any of its Affiliates. . . . At the request of the University or upon termination of the President's employment or as soon thereafter as possible, the President agrees to deliver or return to the University, or destroy (and certify in writing to such destruction), all Confidential Information, documents, computer tapes and disks, records, lists, data, drawings, prints, notes and written information (and all copies thereof) furnished by the University or its agents or representatives or prepared by the President during his Term as President to the extent that any such items are in his possession or under his control.

39. Under the 2019 Employment Agreement, Defendant expressly acknowledged and agreed that "Confidential Information" would include "confidential or proprietary information related to students, faculty, members of the Board, donors, benefactors, projects, processes, procedures, proprietary knowledge, trade secrets, data, formulae, information, potential or prospective students and all papers, resumes and records (including computer records) of the documents and works of any of the University and its Affiliates."

40. Defendant also expressly agreed that confidential information that could not be shared post-employment included "[o]ther information of a confidential or proprietary nature about any of the University or its Affiliates or students, faculty, members of the Board, donors or benefactors that was learned by the President in the course of his employment by the University."

41. While employed at the University, Defendant entered into two additional employment agreements, both of which confirmed Defendant's broad confidentiality obligations.

42. Specifically, on June 8, 2020, Defendant and the University agreed to a First Amendment to the Employment Agreement Between Seton Hall University and Joseph E. Nyre, Ph.D. (“First Amended Agreement”)

43. As part of the First Amended Agreement, Defendant expressly agreed that “[e]xcept as otherwise provided in this First Amended to the Employment Agreement, the terms and conditions of the Employment Agreement shall remain in full force and effect.”

44. The First Amended Agreement did not address confidentiality, leaving the confidentiality provisions in the Employment Agreement in effect.

45. Then, effective June 1, 2021, the University and Defendant entered into an amended and restated Employment Agreement (the “2021 Employment Agreement”).

46. While the 2021 Employment Agreement modified several terms from the 2019 Employment Agreement, it retained Defendant’s confidentiality obligations.

47. To be sure, Section 12 (a) of the 2021 Employment Agreement states:

While the President is President and Chief Executive Officer of the University and thereafter, he shall not, directly or indirectly, disclose to any person any Confidential Information of the University or any of its Affiliates. . . . At the request of the University or upon termination of the President’s employment or as soon thereafter as possible, the President agrees to deliver or return to the University, or destroy (and certify in writing to such destruction), all Confidential Information, documents, computer tapes and disks, records, lists, data, drawings, prints, notes and written information (and all copies thereof) furnished by the University or its agents or representatives or prepared by the President during his Term as President to the extent that any such items are in his possession or under his control.

48. Just as he did when he signed the 2019 Employment Agreement, Defendant agreed, when executing the 2021 Employment Agreement, that “Confidential Information” that could not be disclosed either during or following his employment with the University, would include

“confidential or proprietary information related to students, faculty, members of the Board, donors, benefactors, projects, processes, procedures, proprietary knowledge, trade secrets, data, formulae, information, potential or prospective students and all papers, resumes and records (including computer records) of the documents and works of any of the University and its Affiliates” as well as “[o]ther information of a confidential or proprietary nature about any of the University or its Affiliates or students, faculty, members of the Board, donor or benefactors that was learned by the President in the course of his employment by the University.”

49. Through the course of his employment with the University, Defendant had access to some of the most confidential and proprietary information available at the University solely based on his position as President of the University.

50. Specifically, Defendant was President of the University at the time the Latham & Watkins law firm completed an independent, unrestricted review (the “Review”) of Theodore McCarrick’s influence and actions in connection with the Immaculate Conception Seminary.

51. Following that investigation, and due to his position at the University, Defendant was the recipient of numerous privileged and confidential documents related to that Review, including confidential information related to the University’s response to the findings of the Review.

52. As an example, on or about February 19, 2020, Defendant received a copy of a draft letter prepared by the University’s then-outside legal counsel and addressed to Rev. Msgr. Joseph Reilly (“Reilly Letter”). The Reilly letter is a highly confidential document.

53. Defendant knew that the Reilly Letter was in an initial draft form, was not approved for dissemination, and was never sent to Rev. Msgr. Reilly.

54. But for his employment as President of the University, Defendant would not have been given access to any of the University’s confidential information, including the Reilly Letter.

V. Defendant's Resignation from the University and Agreement to Return Confidential Information.

55. On or about September 1, 2023, the University and Defendant entered into a Separation and Release Agreement (the "Separation Agreement").

56. In exchange for valuable consideration to which Defendant otherwise would not have been entitled, Defendant agreed to several terms including, but not limited to, the requirement that he would "continue to be bound by the confidentiality provisions of Section 12 of the Employment Agreement, which are incorporated by reference herein."

57. As such, Defendant agreed that he would not disseminate confidential information and would return or destroy any confidential information he had, and upon request, certify that all confidential information had been returned to the University.

58. Defendant also agreed "to return to the University all University property . . . including, University-owned or leased . . . intellectual property" as well as "all books, manuals, records, reports, notes, contracts, lists and other documents, or materials, or copies thereof (including computer files) . . . and all other proprietary information relating to the business of the University."

59. While Defendant was unequivocally required to return all University confidential or proprietary information, the Parties agreed in the Separation Agreement that Defendant could have a University email address as well as the phone number associated with the iPhone he was given.

60. Even with his permitted use of a University email address, following Defendant's separation from his employment with the University, and execution of the Separation Agreement, Defendant was not authorized to retrieve, download, possess, or otherwise maintain any other University property, electronic or otherwise, including confidential information.

61. Defendant also certainly was not permitted to disclose any confidential information or disseminate University property.

VI. Defendant's Breach of His Separation Agreement and Lawsuit Against the University.

62. In direct breach of his contractual obligations not to sue the University and to release any and all claims against the University, on or about February 5, 2024, Defendant filed a voluminous lawsuit against the University and members of the Board of Regents.

63. The lawsuit contained factual allegations and legal claims against the University that predated Defendant's execution of the Separation Agreement and that were subject to the broad release Defendant voluntarily signed in exchange for valuable consideration.

VII. The University's Suspicions Regarding Defendant's Access to and Dissemination of Confidential Information.

64. The University would periodically receive press inquiries when there were court filings in the pending litigation filed against it by Defendant.

65. Those inquiries generally were limited to matters raised in the filings themselves.

66. Then, in or around November 2024, the University began receiving press inquiries seeking comment on issues related to the new President of the University, Rev. Msgr. Reilly, including questions regarding his involvement in the Review.

67. While many of the inquiries included more high-level questions about Rev. Msgr. Reilly, on or about December 2, 2024, Dustin Racioppi from POLITICO made a very detailed inquiry citing information that he only could have known by reviewing attorney-client privileged and confidential communications, including a Memorandum from then-outside legal counsel to the Chair of the Board of Regents related to the Review and the legal recommendations following the Review (the "Memorandum").

68. The University came to learn that POLITICO had been given access to a copy of the Memorandum.

69. The Memorandum is an attorney-client privileged and highly confidential document.

70. Thereafter, POLITICO ran a series of articles about Rev. Msgr. Reilly and Seton Hall that referenced the Review and the Memorandum and, in some instances, cited language from the confidential Memorandum verbatim.

71. Based on the nature of the information being disclosed, the University became suspicious that confidential information was being disclosed to reporters by Defendant.

72. In response to the University's concerns regarding the potential disclosure of confidential information by Defendant, on or about December 17, 2024, the University, through its counsel, sent correspondence to Defendant's attorneys, raising concerns that Defendant "has shared SHU's confidential information, documents, and/or communications with at least one individual who is not affiliated with SHU and who, in turn, has disseminated SHU's confidential information through anonymous communications."

73. After reconfirming Defendant's obligations under the Employment Agreement and Separation Agreement, the University requested – as it is entitled to under the Separation Agreement – that Defendant execute an affidavit "attesting that he is in compliance with his obligations under both the Employment Agreement and the Separation Agreement."

74. Defendant did not execute the Affidavit, nor did his attorneys respond to the December 17, 2024, correspondence.

VIII. Defendant's Unauthorized Access to, and Downloading and Dissemination of, Confidential Information.

75. Due to the University's ongoing concerns regarding Defendant's potential unauthorized retrieval, maintenance, and dissemination of confidential information, the University took steps to determine whether Defendant had in fact accessed confidential information.

76. Despite Defendant's agreement to not maintain or disseminate confidential information and to return all confidential information to the University and Defendant's awareness of the University's Acceptable Use Policy, the University learned that, on or about July 27, 2024, August 6, 2024, August 21, 2024, August 22, 2024, September 4, 2024, January 1, 2025, and January 3, 2025, Defendant improperly retrieved and downloaded confidential, proprietary and attorney-client privileged electronic files from the University's authorized document storage system, OneDrive.

77. The electronic confidential information that Defendant unlawfully downloaded to his personal devices following his resignation from the University included, but was in no way limited to: (1) the Memorandum; (2) a privileged and confidential investigation report; (3) attorney-client privileged documents and other attorney work product related to the Review; (4) another confidential investigation report (5) internal documents related to the implementation of attorney-client privileged recommendations in response to the Review; (6) a highly confidential list of internal matters at the University, including Title IX complaints; and (7) documents containing students' names and other personally identifiable information.

78. Defendant was not authorized to retrieve, download, possess, or maintain any University property, especially confidential or proprietary documents of the University, following his separation from employment with the University.

79. Due to the current available information, the detailed report of Defendant's unauthorized activity goes back to July 6, 2024.

80. Upon information and belief, Defendant may have downloaded and maintained other confidential and proprietary University documents, including one of the over 1,000 documents maintained on his OneDrive.

81. A complete forensic review of Defendant's electronic devices will reveal the extent of the documents accessed, retrieved, maintained, and/or downloaded by Defendant since July 2023, when Defendant resigned from the University.

82. Pursuant to the Employment and Separation Agreements, Defendant was obligated to return and/or destroy all such confidential information and certify the same to the University.

83. At no time following Defendant's resignation from employment and execution of the Separation Agreement did Defendant notify the University that he continued to possess the University's confidential information.

84. Defendant's unauthorized retrieval and possession of these highly confidential and privileged University files is in violation of the University's policies and the terms of his Employment and Separation Agreements.

85. Upon information and belief, Defendant also used and/or disclosed the University's confidential information that he improperly possessed for purposes other than in furtherance of his work for the University.

86. On or about January 29, 2025, the University received another press inquiry from Mr. Racioppi on behalf of POLITICO about an article he intended to write about Rev. Msgr. Reilly.

87. Mr. Racioppi specifically referenced at least three confidential University documents, including a document concerning details related to the University's responsive action plan and two letters he alleged were sent to Rev. Msgr. Reilly, including the Reilly letter, which the University did not share with POLITICO.

88. On or about February 1, 2025, POLITICO published an article entitled "Seton Hall president was told he violated Title IX policies on sexual abuse."

89. The article included a link to two letters, including the Reilly Letter and another letter to which Defendant had access through his email system.

90. A complete forensic review of Defendant's electronic devices may reveal when and to whom Defendant disseminated these letters and any additional confidential information.

91. On or about February 10, 2025, POLITICO published another article referencing confidential information related to the Review.

92. Defendant's unlawful actions caused University to suffer financial losses, reputational harm, and other injuries and threaten to cause additional harm to the University.

93. The University brings this action to require Defendant to return to the University all confidential information in his possession and to enjoin Defendant from further access, retrieval, and dissemination of this information.

COUNT ONE

(Equitable and Injunctive Relief— Compelling Defendant to Comply with His Employment Agreement and Separation Agreement)

94. The University repeats each and every one of the allegations set forth in the preceding paragraphs of this Verified Complaint with the same force and effect as if each were fully set forth at length herein.

95. Defendant entered into his 2021 Employment Agreement and a Separation Agreement, both of which require him to maintain the confidentiality of any confidential information and to return to the University or destroy any confidential information he had following his resignation from employment with the University.

96. Following his resignation from employment, and in direct violation of his obligations to the University as set forth in the Agreement, Defendant improperly and without authorization

retrieved, downloaded, and/or maintained confidential information accessed from the University's electronic systems.

97. Defendant's actions have caused and will continue to cause irreparable harm to the University, including but not limited to damage to the University's reputation, good will, and business prospects, necessitating the imposition of permanent restraints.

98. Defendant's conduct has caused an immediate and emergent need for restraints to stop the irreparable harm being caused.

99. As a result of Defendant's unlawful conduct, the University also has been forced to engage counsel and commence this action, incurring attorneys' fees and costs as a direct result.

100. This Court, as a court of equity, has a broad range of equitable remedies available to prevent Defendant from further violating its agreements with the University.

COUNT TWO

(Breach of Contract)

101. The University repeats each and every one of the allegations set forth in the preceding paragraphs of this Verified Complaint with the same force and effect as if each were fully set forth at length herein.

102. Defendant, as an employee, entered into the Employment Agreement setting forth, among other things, his confidentiality obligations to the University.

103. Following resignation from his employment with the University, Defendant entered into a Separation Agreement confirming his ongoing confidentiality obligations to the University as well as his obligation to return all University property, including confidential information, to the University.

104. Defendant materially breached the Employment Agreement and Separation Agreement by retrieving, downloading, maintaining, and disseminating confidential information and University property following his separation from employment with the University.

105. By his actions, Defendant has breached the Employment Agreement and Separation Agreement, causing harm to the University.

COUNT THREE

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

106. The University repeats each and every one of the allegations set forth in the preceding paragraphs of this Verified Complaint with the same force and effect as if each were fully set forth at length herein.

107. Under New Jersey law, every contract contains a covenant of good faith and fair dealing.

108. As a result, the parties to a contract must act in good faith and deal fairly with one another in performing and enforcing a contract.

109. As an employee, Defendant entered into an Employment Agreement and Separation Agreement with the University.

110. Defendant acted in bad faith by, among other things, retrieving, possessing, downloading and/or maintaining University property, including confidential information, he accessed on University systems in an effort to obtain information which Defendant was no longer authorized to retrieve and possess.

111. As a direct and proximate result of Defendant's breach of the implied covenant of good faith and fair dealing, the University has suffered, and continues to suffer, damages of a definite and substantial nature.

COUNT FOUR

(Violation of the Computer Related Offenses Act – N.J.S.A. 2A:38-1 et seq.)

112. The University repeats each and every one of the allegations set forth in the preceding paragraphs of this Verified Complaint with the same force and effect as if each were fully set forth at length herein.

113. Defendant purposefully and knowingly accessed and retrieved University property and confidential information from the University's computer systems and, upon information and belief, stored it on personal devices and disseminated it to third parties without authorization.

114. The University has been damaged in its business and property as a result of Defendant's improper taking of University property and confidential information.

115. The University will continue to suffer additional damages until Defendant returns all University property and confidential information that he took in violation of the Computer Related Offenses Act.

WHEREFORE, the University demands judgment against Defendant as follows:

- a) Restraining and enjoining Defendant from destroying or deleting any documents, information, data or recordings he unlawfully retrieved, downloaded, and/or maintained from the University at any time during his employment and subsequent to his resignation on July 21, 2023 through the present, including but not limited to information from electronic files, the University's OneDrive system, "Cloud" based services, thumb drives, flash drives (or other forms of removable data storage devices) share files, hard drives, laptop computers, iPads, recordings and cellular telephones, until the University is able to determine the nature and scope of all such information;
- b) Ordering Defendant to maintain and preserve all cellular telephones, documents, electronic mail, text messages, records, or other data reflecting his communications with: i) Dustin Racioppi and/or any other reporters or representatives of POLITICO; and ii) any other individual or entity to whom Defendant communicated, disseminated, or in any way disclosed University information for the period July 21, 2023 through the present;
- c) Restraining and enjoining Defendant from accessing or disseminating, in any manner, any: i) documents, electronic information, data, or other property of the University that

- Defendant unlawfully retrieved, downloaded, and/or maintained at any time during his employment and subsequent to his resignation on July 21, 2023 through the present, and ii) confidential information or property of the University to which Defendant had access to as result of his employment with the University and failed to return to the University following July 21, 2023. This prohibition shall further enjoin Defendant from giving any interviews or statements of any kind (public or anonymous) in which any such University information is presented, disseminated or discussed.
- d) Compelling Defendant to immediately supply to the University his cellular telephone, computer hard drive, laptop, iPad, thumb drives, flash drives (or other forms of removable data storage devices), and any other electronic device so they may be copied and examined by a forensic computer professional to determine when and to what extent University documents and files were unlawfully retrieved, maintained, and/or disseminated;
 - e) Compelling Defendant to appear for a deposition to testify, under oath, as to: i) the University electronic information, documents and recordings accessed, retrieved, downloaded, and/or maintained at any time during his employment and subsequent to his resignation on July 21, 2023 through the present; ii) the individuals or entities to whom he supplied, disseminated or in any way communicated all such information and documents; and iii) all matters relating to the University information and documents accessed, retrieved, downloaded and disseminated by him;
 - f) Compelling Defendant to identify any and all persons or entities to whom he disseminated, by any means, any University information, documents or other property unlawfully retrieved, downloaded, and/or maintained by him at any time during his employment and from July 21, 2023, through the present, in violation of Defendant's Employment Agreements, Separation Agreement and University policy;
 - g) Declaring and adjudging that Defendant violated the terms of his Employment Agreements, dated February 20, 2019, and June 1, 2021, (collectively, "Employment Agreements") and Separation and Release Agreement, dated September 1, 2023, ("Separation Agreement") by maintaining, retrieving, downloading, disseminating, and/or failing to return the University's confidential information or other property owned or maintained by the University after the termination of the employment relationship;
 - h) Awarding Plaintiff attorneys' fees and costs of suit; and
 - i) Awarding Plaintiff such other and further relief that the Court deems equitable and just.

O'TOOLE SCRIVO, LLC
Attorneys for Plaintiff

By: /s/ Thomas P. Scrivo
 Thomas P. Scrivo

Dated: February 19, 2025

DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates Thomas P. Scrivo, Esq. as trial counsel.

O'TOOLE SCRIVO, LLC
Attorneys for Plaintiff

By: /s/ Thomas P. Scrivo
Thomas P. Scrivo

Dated: February 19, 2025

CERTIFICATION OF OTHER ACTIONS

Pursuant to Rule 4:5-1, the matter in controversy is related to one matter currently pending, entitled Nyre v. Seton Hall University, Docket No. ESX-L-000867-24. This matter recently was transferred from Essex County to Hudson County, which transfer order is currently the subject of a pending motion for reconsideration. Further, other than the parties set forth in this pleading, we know of no other parties who should be joined in the above action. In addition, we recognize the continuing obligation of each party to file and serve on all parties and the Court an amended Certification if there is a change in the facts stated in this original Certification.

O'TOOLE SCRIVO, LLC
Attorneys for Plaintiff

By: /s/ Thomas P. Scrivo
Thomas P. Scrivo

Dated: February 19, 2025

CERTIFICATION OF NO CONFIDENTIAL PERSONAL IDENTIFIERS

Confidential personal identifiers have been redacted from any documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

O'TOOLE SCRIVO, LLC

Attorneys for Plaintiff

By: /s/ Thomas P. Scrivo

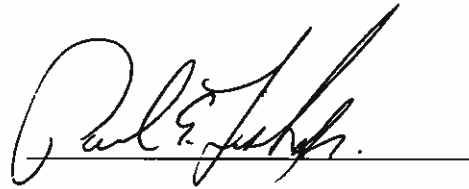
Thomas P. Scrivo

Dated: February 19, 2025

VERIFICATION

I, Paul E. Fisher, Jr., of full age, being duly sworn according to law, upon his oath deposes and says:

1. The allegations set forth in this Verified Complaint are true to the best of my personal knowledge, except as to those allegations which are made upon information and belief.
2. As to the allegations made upon information and belief, I believe those to be true.
3. All documents appended as exhibits to the Verified Complaint are true and accurate copies of said documents.

A handwritten signature in black ink, appearing to read "Paul E. Fisher, Jr.", is written over a horizontal line.

Dated: February 18, 2025

RULE 1:4-4(c) CERTIFICATION

1. I certify that Paul Fisher has acknowledged that he/she signed an electronic copy of the Verification and has transmitted same to me by electronic mail for service on the date listed below.

2. I further certify that I will obtain and retain an original signature page for this Verification so that I can submit it to the Court in the future if the Court so requests.

I certify that the foregoing statements by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

O'TOOLE SCRIVO, LLC
Attorneys for Plaintiff

By: /s/ Thomas P. Scrivo
Thomas P. Scrivo

Dated: February 19, 2025