

CJ22 6235
Ogden



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

MICHAEL O'KEEFE, an individual, and)
SCOTT HALE, an individual.)

Plaintiffs,)

v.)

OKLAHOMA CHRISTIAN)
UNIVERSITY, a domestic not-for-profit)
corporation, and, STEPHEN ECK,)
individually)

Defendants.)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

DEC 21 2022

RICK WARREN
COURT CLERK

112

Case No.

CJ - 2022 - 6235

PETITION

COME NOW Plaintiffs, Michael O'Keefe ("O'Keefe") and Scott Hale ("Hale"), by and through their attorneys of record, and for their causes of action against the Defendants Oklahoma Christian University ("Oklahoma Christian University" or "University") and Stephen Eck ("Defendants"), allege and state as follows:

JURISDICTION AND VENUE

1. Plaintiff Michael O'Keefe ("O'Keefe") is an individual, resident, and citizen of Oklahoma County, State of Oklahoma.
2. Plaintiff Scott Hale ("Hale") is an individual, resident, and citizen of Oklahoma County, State of Oklahoma.
3. Defendant Oklahoma Christian University ("OC" or the "University") is a domestic not-for-profit corporation formed pursuant to the laws of the State of Oklahoma with its principal place of business in Oklahoma City, Oklahoma County, State of Oklahoma.

4. Defendant Stephen Eck (“Eck”) is an individual, resident, and citizen of Oklahoma County, State of Oklahoma and is a current employee of Oklahoma Christian University.

5. All acts and omissions giving rise to the Plaintiffs’ Petition occurred in Oklahoma County, State of Oklahoma.

6. The amount in controversy exceeds \$75,000, exclusive of interests and costs.

7. The Court has proper jurisdiction over the parties and the subject matter of the instant suit and venue properly lies in the District Court in and for Oklahoma County, State of Oklahoma.

FACTS RELEVANT TO ALL CAUSES OF ACTION

Plaintiffs hereby adopt, incorporate by reference, and reallege the allegations contained in paragraphs 1-7 of Plaintiffs’ Petition as if fully set forth herein.

8. Defendant OC unceremoniously fired O’Keefe on or around March 7, 2022.

9. Prior to his termination, O’Keefe was employed as a Professor by Defendant OC for forty-one (41) years; O’Keefe was granted tenure by Defendant on January 8, 2001.

10. As a tenured professor, O’Keefe was entitled to certain procedural protections pursuant to his Employment Agreement with Defendant OC which was in full force and effect through his date of termination.

11. Specifically, the Employment Agreement required Defendant OC to perform a thorough investigation and entitled O’Keefe to notice, hearing, opportunity to respond and appeal related to adverse employment decisions made by the University.

12. Hale is an alumnus of the University. He was an adjunct professor employed by Defendant Oklahoma Christian University for nearly twenty (20) years. Hale now works in marketing with another university within the state of Oklahoma.

13. Hale is a gay male. Defendants were at all relevant times aware of Hale's status as a member of the LGTBQ+ community.

14. As part of his duties under the Employment Agreement, O'Keefe taught a class entitled "The Business of Branding Yourself." This class often incorporated guest speakers to offer diverse perspectives in the university setting.

15. O'Keefe invited Hale to give a presentation to his "Business of Branding Yourself" students.

16. On or about, March 1, 2022, Hale gave a presentation to O'Keefe's class on the topic of resilience and branding.

17. On or about March 7, 2022, University requested that O'Keefe appear for a meeting with Eck and the University's Chief Academic Officer.

18. During University's first discussion with O'Keefe—a *tenured professor*—regarding the matter, OC issued a termination letter to O'Keefe and told him to leave the campus immediately.

19. The University cited O'Keefe's inclusion of Hale as a guest speaker as the reason for O'Keefe's termination.

COUNT I BREACH OF CONTRACT

Plaintiffs hereby adopt, incorporate by reference, and reallege the allegations contained in paragraphs 1-19 of Plaintiffs' Petition as if fully set forth herein.

20. Prior to terminating O'Keefe, Defendant University was required to perform a thorough investigation, give notice of its allegation of "gross misconduct," provide O'Keefe with an opportunity to respond, and evaluate *all* results of its investigation when reaching its decision.

Defendant University did not do so. Defendant University's failure of process was a breach of the parties' Employment Agreement.

21. Defendant's termination is a breach of the parties' Employment Agreement.

22. O'Keefe appealed Defendant University's termination of his employment which was denied.

23. As a result of Defendant OC's breach of contract, Defendants incurred damages in an amount in excess of ten seventy-five thousand dollars (\$75,000.00) including liquidated damages, costs, and attorney's fees.

COUNT II LIBEL

Plaintiffs hereby adopt, incorporate by reference, and reallege the allegations contained in paragraphs 1-23 of Plaintiffs' Petition as if fully set forth herein.

24. On or about March 16, 2022, Defendant Stephen Eck, Chief Legal Counsel of Defendant Oklahoma Christian University, published a false, defamatory written statement related to O'Keefe's termination and Hale's presentation.

25. The false, defamatory email to the faculty and staff of the University, stated:

I feel compelled to provide a clarifying communication regarding recent events surrounding the termination of Michael O'Keefe's employment.

* * * *

As you all know, Michael O'Keefe was a professor at Oklahoma Christian for 41 years. The employment termination process was prompted by multiple complaints from eyewitnesses or others aware of the inappropriate and graphic language of a sexual nature, and stories shared in O'Keefe's class a couple of weeks ago, by a guest speaker O'Keefe invited and arranged to speak. Some of the speaker's remarks included telling the classing about his *history of exposing his genitals to others and leading others to participate in a game he called "truth or dick."*

* * * *

In the aftermath of the class in question, it appeared O'Keefe attempted to squelch students' reporting or complaining about the content by *intimidating a student* and dismissing rather than addressing the student concerns. Further, according to witness claims, O'Keefe attempted to discourage students from officially complaining about the

guest speaker and class by *claiming he had a special relationship with university leadership and he used that special relationship to his advantage.*

In our review process, additional details were identified that were *further alarming....*

26. Defendant Eck was and is an employee of Defendant Oklahoma Christian University who acted within the scope of his employment or is otherwise an agent with authority to speak on Defendant Oklahoma Christian University's behalf. Therefore, Defendant University is liable for Stephen Eck's defamatory statements under the theory of *respondeat superior*.

27. In the alternative, Eck issued the defamatory statements, when he knew, should have known, or recklessly disregarded that they were false, *without* Defendant University's authorization or in direct opposition to Defendant University's directives and thus was not working within the scope of his employment. In said case, Defendant Eck is individually liable for the defamation of O'Keefe and Hale.

28. The email published by Stephen Eck contains defamatory statements which exposed Hale to public hatred, contempt, and ridicule, deprived him of public confidence and injured him in his occupation.

29. The circumstances surrounding the defamatory comments allowed readers of the defamatory comments to immediately identify Hale as the subject of the defamatory publication.

30. The email published by Stephen Eck contains defamatory statements which exposed O'Keefe to public hatred, contempt and ridicule, deprived him of public confidence and injured him in his occupation.

31. At the time these statements were made, Plaintiffs were private figures.

32. The Defendants were at least negligent in making the false, defamatory statements because Defendants knew, should have known, or recklessly and maliciously disregarded that the published, written statements were false.

33. On its face, Defendants' statement has the natural and probable effect of causing a lay reader to believe Hale is lewd, committed crimes of moral turpitude, engaged in sexual misconduct, and acted improperly and unethically in his profession.

34. On its face, Defendants' statement has the natural and probable effect of causing a lay reader to believe O'Keefe is lewd and acted improperly and unethically in his profession.

35. As a result of Defendants' statements, the Plaintiffs suffered damages to their reputation in the community and their respective professions.

COUNT III FALSE LIGHT

Plaintiffs hereby adopt, incorporate by reference, and reallege the allegations contained in paragraphs 1-35 of Plaintiffs' Petition as if fully set forth herein.

36. Defendants gave publicity to a matter which placed the Plaintiffs in a false light before the public.

37. Defendants' false statement, sent via email blast to Oklahoma Christian University's faculty and staff, was communicated to enough persons that the matter was substantially certain to become public knowledge.

38. Defendants' allegations against Plaintiffs made in Defendants' March 16, 2022 email would be highly offensive to a reasonable person as they accuse sexual misconduct, bribery and intimidation.

39. Defendants released the defamatory statement to news publications, creating a larger audience to the publication.

40. Defendants publicized such statements with knowledge or reckless disregard as to the falsity of the matters at hand and the false light in which Plaintiffs' would be placed.

41. Subsequent to Defendant's March 16, 2022 publication, Plaintiffs were humiliated, embarrassed, harassed, questioned by current and future employers, and their reputations were damaged in their field of employment.

COUNT IV INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

Plaintiffs hereby adopt, incorporate by reference, and reallege the allegations contained in paragraphs 1-41 of Plaintiffs' Petition as if fully set forth herein.

42. Defendants wrongfully, intentionally and recklessly portrayed Plaintiff Hale as a lewd person with pedophilic and exhibitionist tendencies who committed crimes of moral turpitude, including sexual misconduct.

43. Defendants wrongfully, intentionally and recklessly portrayed Plaintiff O'Keefe as someone who threatens, intimidates, and disregards the well-being of students.

44. In light of the current societal and political climate and the fact that these portrayals occurred in a university setting, the Defendants' conduct is extreme and outrageous.

45. Plaintiffs suffered severe emotional distress, sleeplessness, anxiety, embarrassment, injury to reputation, and humiliation, as a result.

PUNITIVE DAMAGES

Plaintiffs hereby adopt, incorporate by reference, and reallege the allegations contained in paragraphs 1-45 of Plaintiffs' Petition as if fully set forth herein.

46. Defendants defamed O'Keefe and Hale with reckless disregard of the veracity of their statements. These statements are homophobic and were made to generate donor support and/or decrease LGBTQ+ enrollment and employment.

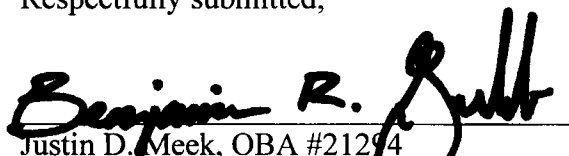
47. These actions were intentional, malicious, and consistent with the corporate goal of increasing profits.

48. Defendants' statements were part of an overall scheme to generate profit and intimidate students and employees in the LGBTQ+ community at Defendant University.

49. Defendants were motivated by pecuniary gain in committing the wrongful acts and the Court may award punitive damages pursuant to 23 O.S. § 9.1.

WHEREFORE, premises consider, Plaintiffs pray for relief against Defendants for actual damages in excess of \$75,000 and punitive damages in an amount to be determined by a jury for these causes of action, as well as pre-judgment interest, post-judgment interest, court costs, attorneys' fees, and any further relief this Court deems just and equitable under the circumstances.

Respectfully submitted,



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