

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )  
 )  
Christopher A. Healy, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Furman University, )  
 )  
Defendant. )

IN THE COURT OF COMMON PLEAS

C. A. No.: 2022-CP-23-\_\_\_\_\_

**SUMMONS  
(JURY TRIAL DEMANDED)**

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the said Complaint on the subscriber at his office at 330 East Coffee Street, Greenville, South Carolina 29601, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

**STEPHEN H. BROWN, LLC**

**s/Stephen H. Brown**

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Attorney for the Plaintiff,  
Christopher A. Healy

Greenville, South Carolina  
December 15, 2022

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	
	)	
Christopher A. Healy,	)	C. A. No.: 2022-CP-23-_____
	)	
Plaintiff,	)	
	)	
vs.	)	<b>COMPLAINT</b>
	)	<b>(JURY TRIAL DEMANDED)</b>
	)	
Furman University,	)	
	)	
Defendant.	)	

The Plaintiff, by and through his undersigned attorney, complaining of the Defendant, would respectfully show unto this honorable Court as follows:

1.

The Plaintiff is a citizen and resident of the county of Pickens, state of South Carolina.

2.

The Defendant is a private, not for profit university, organized and existing pursuant to the laws of the state of South Carolina, with its principal place of business in Greenville County, South Carolina, where it owns both real and personal property and is actively engaged as an institution of higher learning.

3.

The subject matter hereof and the parties herein are within the jurisdiction of this Court.

4.

The Plaintiff, having an earned a Ph.D. in computer science from Florida State University in 1999, currently holds the position of Daniel Distinguished Professor of Computer Science as a member of the faculty of the Defendant, Furman University.

5.

The Plaintiff, (hereinafter “Plaintiff” or “Professor Healy”), entered into a written Contract of Employment with the Defendant on April 6, 1999, originally hired for the period of one year, beginning September 1, 1999, to provide services at Furman University as a teacher in the position of Assistant Professor of Computer Science.

6.

Professor Healy has continuously served as a valued member of the Furman University faculty since he began teaching at Furman in 1999, having been promoted to the position of Associate Professor of Computer Science in 2005 and promoted again in 2016 to full Professor of Computer Science. In 2019 he was designated as the Daniel Distinguished Professor of Computer Science.

7.

Professor Healy became a tenured member of the Furman University faculty in 2005 and remains so as of the filing of this Complaint. As a tenured faculty member, he is employed on permanent appointment. Professor Healy most recently renewed his original Contract of Employment with Furman University for the period August 1, 2022 – July 31, 2023, on May 4, 2022, by accepting the amended terms offered to him, in writing, by the Furman University Dean of Faculty on April 26, 2022.

8.

The Board of Trustees of Furman University has approved policies on Academic Freedom and Tenure as they are stated in the Faculty Handbook.

9.

Professor Healy's written employment contract with the Defendant entitles him to all of the rights and privileges on both Academic Freedom and Tenure, as set forth in the Furman University Faculty Handbook, which is expressly referenced in his written Contract of Employment and incorporated therein by reference.

10.

As a Furman University faculty member with tenure, Professor Healy may only be dismissed from his permanent appointment for adequate cause, as set forth in the Faculty Handbook.

11.

If the University administration believes that Professor Healy's conduct constitutes adequate cause for a suspension from service, with or without pay, the University administration may institute a proceeding to impose a suspension.

12.

According to Professor Healy's employment contract, if the University administration believes that Professor Healy's conduct justifies any type of discipline, whether as a dismissal, suspension, or in any other form, a due process procedure, as detailed in Section 131.5 C of the Faculty Handbook, must be initiated by the Dean of Faculty providing notice of the proposed action. The Dean of Faculty must, in consultation with the Faculty Status Committee, draft a written statement setting forth the reasons for the proposed action and provide Professor Healy a copy of the written statement.

13.

Furman University breached its employment contract with Professor Healy on September 30, 2022, when it suddenly and immediately placed him on paid administrative leave, “while the university commences an investigation into the circumstances surrounding recent Twitter posts documenting your [Plaintiff’s] attendance at the Unite the Right Rally in Charlottesville, Virginia, on August 11 and 12, 2017.” The Defendant expressly suspended him from teaching his classes, banned him from campus, and prohibited him from engaging with Furman University students in any manner, all without providing him the due process procedures to which he is entitled according to his Contract of Employment.

14.

The Furman University President, Elizabeth Davis, issued a public statement on September 30, 2022, stating that “one of our faculty members participated in the Unite the Right rally in Charlottesville, Virginia in 2017, and is alleged to be associated with other organizations that are connected with white supremacist groups that promote racism, exclusion and hatred.”

15.

While the statement of President Davis issued to the public did not expressly identify Professor Healy by name, he was the only Furman faculty member suspended, banned from campus, and prohibited from teaching his classes as of September 30, 2022, so it was readily apparent to all that the Defendant, through the public statement of its President, was referring to the Plaintiff.

16.

Upon information and belief, the Defendant's Dean of Faculty has not, in consultation with the Faculty Status Committee, drafted a written statement setting forth the reasons for any proposed disciplinary action, suspension, dismissal or otherwise.

17.

The suspension with pay imposed upon Professor Healy was done without regard for, and in direct violation of, the written due process procedures set forth in his employment contract, specifically, Section 131.5 of the Faculty Handbook. Among other violations, Professor Healy has not been provided a written statement setting forth the proposed action to be taken against him, whether dismissal, suspension, or otherwise. Accordingly, no due process procedure has been initiated.

18.

In breach of his employment contract, Professor Healy has been given no opportunity to defend himself or be heard on the case in any fashion, and has not even been told what conduct he is alleged to have engaged in that would justify any discipline being imposed upon him by the Furman University administration. He has simply been placed on an indefinite, open-ended paid administrative leave, while the Defendant claims to be conducting something it refers to as an "investigation".

19.

Section 131.5 B.6(a) of the Faculty Handbook only provides the University administration with the right to immediately suspend a faculty member, while due process procedures are pending against that faculty member, if the University believes that the conduct of the faculty member is sufficiently grave that it justifies an immediate suspension from service while such due process procedures are pending.

20.

The Furman University administration, despite suddenly and immediately suspending him with pay on September 30, 2022, has not initiated due process proceedings consistent with the Furman University Faculty Handbook, nor has it identified what “sufficiently grave” conduct Professor Healy has allegedly engaged in.

21.

Professor Healy has engaged in no conduct in breach of his employment contract that would justify the Furman University administration in imposing discipline of any type upon him.

22.

Professor Healy has engaged in no conduct that is “sufficiently grave” that would permit the Furman University administration to immediately suspend him from his teaching duties without breaching his Contract of Employment.

23.

Furman University's breach of its employment contract with the Plaintiff has proximately caused Professor Healy damages by impugning his reputation and permanently impairing his professional reputation and standing, not only in the Furman University community, but more widely in his profession as a nationally recognized leader in the academic field of computer science.

24.

The Plaintiff's damages arising from the Defendant's breach of contract have been exacerbated and amplified by the Defendant's improper and unnecessary actions, unilaterally making public its suspension of Professor Healy.

25.

Professor Healy seeks to recover from the Defendant all of the damages he has incurred, and will continue to incur into the future, as a direct result of Furman University's breach of his employment contract, violating the due process procedures of the Faculty Handbook. He specifically seeks all consequential damages that he has incurred and will continue to incur as a result of the Defendant's breach of contract.

26.

Professor Healy also seeks specific performance of his employment contract with the Defendant such that Furman University be ordered to provide him the contractual due process to which he is entitled and engage with him, in good faith, in a manner consistent with the terms of that contract.



27.

Professor Healy further requests that this Court issue both temporary and permanent injunctive relief, restraining the Defendant from taking action against him without being accorded his contractually protected due process rights made a part of his employment contract with Furman University as set forth in Section 131.5 of the Furman University Faculty Handbook.

28.

As recently as November 17, 2022, Professor Healy was advised through an email from the Defendant's Dean of Faculty that his anticipated 2023 spring course has been reassigned to another instructor since the University's "investigation into the circumstances surrounding Twitter posts documenting your [Plaintiff's] attendance at the Unite the Right Rally in Charlottesville, Virginia, on August 11 and 12, 2017 is currently in process," and is likely to continue into 2023.

29.

Immediate and irreparable harm will result from the wrongful actions of the Defendant by breaching its employment contract with him and denying him the contractual due process rights arising from that contract, such that temporary injunctive relief is required. Professor Healy is specifically seeking to be immediately restored to his teaching duties, returned to campus, and permitted to engage in all activities and duties attendant to his position, in good faith, as a tenured member of the Furman University faculty.

30.

The issuance by this court of temporary injunctive relief, requiring Furman University to honor its employment contract, immediately returning Professor Healy to work, and initiating any due process procedure the Defendant believes the conduct of Professor Healy would justify, will cause no harm to the Defendant. It will be neither damaged nor prejudiced in any fashion by the entry of such temporary injunctive relief.

WHEREFORE, the Plaintiff demands judgment:

- 1) For all actual and consequential damages that he has suffered, in an amount that a jury should find to be appropriate for the Defendant's breach of its employment contract with the Plaintiff;
- 2) For a temporary injunction, prohibiting Furman University from denying Professor Healy's contractual due process rights and ordering the Defendant to immediately return the Plaintiff to work, ending his forced suspension with pay, and returning him to full duties as the Daniel Distinguished Professor of Computer Science, with all rights and obligations attendant to that position, during the pendency of this action;
- 3) For specific performance of the employment contract between the parties to this action such that the Plaintiff receives the full benefit of all contractual due process proceedings to which he is entitled, in the event the Defendant should conclude that any alleged conduct of the Plaintiff justifies some form of disciplinary action;
- 4) For a permanent injunction, prohibiting Furman University from denying Professor Healy's contractual due process rights; and

5) Granting the Plaintiff such other and further relief as this Court may deem just and proper.

Respectfully submitted,

**STEPHEN H. BROWN, LLC**

**s/Stephen H. Brown**

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