

. . . [remains] rotten in the state”¹ of Saint Augustine’s University. It is for these reasons that Coach Feggins is filing the instant lawsuit.

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Howard Feggins (“Coach Feggins”) is a former employee of Saint Augustine’s University. Before his unlawful termination, Coach Feggins served as the University’s Head Football Coach. He currently resides in Wake County, North Carolina.

2. Defendant Saint Augustine’s University (“University”) is a historically-black college with a proud history. Located in Wake County, North Carolina, the University is governed by a Board of Trustees.

3. Defendant Gwendolyn Kea (“Ms. Kea”) is or was the University’s Vice-President of the Division of Business and Administration. On information and belief, Ms. Kea resides in Wake County, North Carolina.

4. Defendant Stephen Latson (“Mr. Latson”) is currently the University’s Interim Athletic Director. On information and belief, Mr. Latson resides in Wake County, North Carolina.

5. For the purpose of the acts and claims asserted herein, Coach Feggins alleges that: (i) Defendants Kea and Latson (collectively, “the Individual Defendants”) acted individually and on their own respective behalf; outside the scope of their respective employment or association with the University; and/or otherwise without any legal justification for their actions; and (ii) the Individual Defendants’ actions were not reasonably related to any legitimate business interest and otherwise exceeded the scope of their respective legal rights and authority.

¹ William Shakespeare, *The Tragedy of Hamlet, Prince of Denmark* (1599-1601).

6. Alternatively, the Individual Defendants served as the University's agents and within the scope of their employment or association with the University concerning acts complained of herein.

7. During the relevant time-period, the Individual Defendants possessed substantial control over Coach Feggins' terms and conditions of employment.

8. On information and belief: (i) the Individual Defendants performed their positions in a bad-faith manner designed to create fear and intimidation amongst University employees; (ii) based upon this abuse of individual power, the Individual Defendants have unlawfully mistreated employees who report potentially wrongful conduct and/or refuse to engage in potentially wrongful conduct.

9. Throughout Coach Feggins' employment at the University: (i) the Individual Defendants collectively and individually fostered a personal, unjustified animus towards Coach Feggins; and (ii) the Individual Defendants' personal animus towards Coach Feggins intensified when he reported and/or refused to engage in potentially wrongful conduct.

10. This Court has jurisdiction over the subject matter of this action and the parties. Venue also is proper in this Court.

FACTS

11. By any measure, Coach Feggins has succeeded throughout his professional coaching career. A former University of North Carolina football player, Coach Feggins went on to play in the NFL with the New York Giants and New England Patriots. Before joining the University, Coach Feggins had been the offensive coordinator for a Fayetteville State University ("FSU") football team that won the 2022 CIAA championship and participated in the 2023 HBCU Legacy Bowl.

12. Coach Feggins is highly-respected within the college football coaching fraternity, as countless coaches locally and from around the country can attest. Becoming a head collegiate football coach was Mr. Feggins' dream and a testament to his decades of hard work. It also put him in a position to reap substantial financial and other benefits in the future.

13. Based upon his experience and history of success, the University recruited Coach Feggins in early 2023 to become its Head Football Coach. This is important, as the University lured Mr. Feggins away from a stable and successful job at FSU. Coach Feggins advised the University as much, stating that he would only leave FSU for the right opportunity.

14. Given Coach Feggins' secure employment at FSU, he asked detailed questions during pre-employment discussions with the University. Coach Feggins specifically inquired about the Athletic Department's financial health and ability to properly support the football team. This was critical because it would dictate Coach Feggins' ability to field a competitive football team, something of particular importance to Coach Feggins as this was his first job as a Head Football coach at the collegiate level.

15. In response, the University could not have been clearer about Coach Feggins' employment opportunity. Specifically, the University (through Ms. Kea and Mr. Latson) represented that: (i) its Athletic Department was in healthy financial shape and operated in a smooth, consistent and lawful manner; (ii) the University maintained appropriate insurance for its student athletes; (iii) the Athletic Department would fully support Coach Feggins, his players and the football program as a whole; and (iv) the University would implement its contractual and other promises properly and in good-faith.

16. Based upon the University's representations, Coach Feggins accepted the University's job offer and executed an Employment Agreement effective March 20, 2023.

17. During a March 23, 2023 press conference announcing Coach Feggins' hire, Dr. Lin Dawson (the University's Dean of Collegiate Athletics) called Coach Feggins "a 'Transformational Leader' and the University's top choice for the position after a national search." Likewise, now former President Dr. Christine Johnson McPhail lauded Coach Feggins' "leadership, experience, mentorship skills, and football philosophy," noting that they "align[ed] well with the university's mission." See [Howard A. Feggins named head football coach at Saint Augustine's \(hbcusports.com\)](#).

18. Despite its public proclamations, the University knew that: (i) its Athletic Department was not in healthy financial shape, and certainly not in the shape that had been represented to Coach Feggins; (ii) it did not maintain appropriate insurance for student-athletes. Indeed, the football team played the first two games of the 2023 season **without being covered by appropriate insurance**; (iii) it would not be able to adequately support Coach Feggins, his players and the football program as a whole; and (iv) it would make Coach Feggins the scapegoat for any bumps the football program sustained during the term of his employment contract.

19. The University did not disclose these material facts -- facts that would have certainly impacted Coach Feggins' decision to leave FSU and trust the University with his professional career and reputation -- during pre-employment discussions with Coach Feggins.

20. Almost immediately after commencing employment, Coach Feggins learned about the systemic dysfunction plaguing the University's Athletic Department. See, e.g., [St. Augustine's fires football coach Howard Feggins in first season :: WRALSportsFan.com](#). This included:

- a. The University's inability to reimburse football recruits for campus visits.
- b. The University refusing to pay laundry bills for football player's uniforms.

- c. The University risking the health of its student-athletes by refusing to provide the football team with a full-time athletic trainer and/or necessary medical treatments.
- d. The University refusing to provide adequate meals for its student-athletes.
- e. The University's failure to obtain a Certificate of Insurance for its football players until September 15, 2023 – the day before the football team's **third game of the 2023 season.**

21. Despite having no financial and other support from the University, Coach Feggins performed his job in an exemplary manner and fulfilled his contractual obligations. Coach Feggins also was and is beloved by his players.

22. On multiple occasions between August 2023 and October 2023, Coach Feggins reported the facts summarized above to the University's executive leadership (specifically to Mr. Latson and Ms. Kea) and to its Board of Trustees (including specifically to Board Chairman James Perry). Coach Feggins further explained that based upon his reports, it was his good-faith belief that the University likely was in violation of NCAA regulations and potentially applicable law.

23. Instead of working with Coach Feggins and supporting the University's student-athletes, the University and the Individual Defendants advised Coach Feggins in no uncertain terms that he needed to stop publicly raising his concerns and keep his mouth shut; otherwise, there would be swift repercussions.

24. Coach Feggins refused to be intimidated and instead continued to do the right thing by lodging concerns for the betterment of the University's student-athletes. This only deepened the University's and the Individual Defendants' unlawful animus towards Coach Feggins, and they soon carried through on their unlawful threats.

25. The culmination of the University's unlawful conduct occurred in October 2023, when the University summarily terminated Coach Feggins under the most bogus of circumstances.

26. By letter dated October 13, 2023, the University coldly advised that it was terminating Mr. Feggins' employment "for cause effective today[.]" The University's termination letter even went so far as to falsely accuse Coach Feggins of engaging in "egregious . . . misconduct."

27. The University provided no termination pay, severance or other pay to Coach Feggins, in violation of his Employment Agreement and other applicable law.

28. The University's Board of Trustees, including Board Chairman James Perry, has been aware of the University's unlawful actions against Coach Feggins but has made no effort to remediate same.

29. Due to Defendants' misconduct, Coach Feggins has experienced substantial emotional and other distress.

30. The actions of the Defendants as set forth above were willful, wanton and malicious. As a direct result of such actions, Coach Feggins has suffered substantial damages.

FIRST CLAIM FOR RELIEF
(Breach Of Contract
(Against The University)

31. The allegations in paragraphs 1 through 30 are incorporated by reference.

32. Coach Feggins and the University entered into binding written and other contracts as alleged herein, including the Employment Agreement.

33. The Company breached the Employment Agreement and other agreements, as alleged herein.

34. Coach Feggins is entitled to recover all damages incurred, with prejudgment interest, resulting from the University's contract breaches.

SECOND CLAIM FOR RELIEF
(Breach of Implied Covenant of Good Faith & Fair Dealing)
(Against The University)

35. The allegations in paragraphs 1 through 34 are incorporated by reference.

36. Coach Feggins entered into valid and binding contracts with the University.

37. Implied in each of the contracts is a covenant that the University would act in good-faith and deal fairly with Coach Feggins.

38. The University did not act in good-faith and/or make reasonable efforts to perform their obligations under the contracts for all of the reasons alleged herein.

39. The University has otherwise breached the implied covenant of good-faith and fair dealing.

40. Coach Feggins is entitled to recover all damages incurred, with prejudgment interest, resulting from the University's breach of the implied covenant of good-faith and fair dealing.

THIRD CLAIM FOR RELIEF
(North Carolina Wage & Hour Act)
(Against All Defendants)

41. The allegations in paragraph 1 through 40 are hereby incorporated by reference.

42. The provisions of Article 2A of North Carolina General Statutes Chapter 95 apply to Coach Feggins' employment with the University.

43. Payments under the contracts and payments of other monies identified herein constitute wages within the meaning of N.C. Gen. Stat. § 95-25.2(16).

44. At all relevant times, the University and the Individual Defendants were Coach Feggins' "employer" for purposes of N.C. Gen. Stat. § 95-25.2(5).

45. Defendants' failure to pay Coach Feggins the full wages and other monies owed to him constitutes a violation of N.C. Gen. Stat. § 95-25.6.

46. Coach Feggins is entitled to recover, among other things, such wages that are due to him at the time of judgment, with prejudgment interest from the date they became due.

47. Pursuant to N.C. Gen. Stat. § 95-25.22(a1), Coach Feggins is further entitled to recover liquidated damages equal to the amount of wages and other monies due to him.

48. Pursuant to N.C. Gen. Stat. § 95-25.22(d), Coach Feggins is further entitled to recover his costs and reasonable attorneys' fees in this action.

FOURTH CLAIM FOR RELIEF
(Fraudulent/Negligent Misrepresentation)
(Against The University)

49. The allegations in paragraphs 1 through 48 are incorporated by reference.

50. The University engaged in intentional and/or negligent misconduct against Coach Feggins by, among other things, making false representations and omissions to Coach Feggins, including as alleged herein.

51. The University's false representations were intentional, known to be false at the time they were made, and made with the intent to deceive Coach Feggins.

52. Alternatively, the University's false representations were false, negligently made and should have been known by the University to have been false at the time they were made.

53. Coach Feggins' reliance upon the University's false representations was reasonable.

54. The misrepresentations were intended to induce Coach Feggins' reliance and did induce such reasonable reliance, to Coach Feggins' substantial detriment.

FIFTH CLAIM FOR RELIEF
(Tortious Interference With Contractual Relations
(Against The Individual Defendants)

55. The allegations in paragraphs 1 through 54 are incorporated by reference.

56. The University and Coach Feggins entered into a valid and binding contractual and/or other relationship in conjunction with his employment, as well as other valid and binding contractual and/or other relationships concerning compensation relating to his employment, as alleged herein.

57. As a third party to the contractual and/or other relationships alleged herein, the Individual Defendants used their respective positions to have the University refuse to honor its contractual and/or other relationships with Coach Feggins, thereby unlawfully interfering with the rights between the University and Coach Feggins.

58. Binding contracts existed between the University and Coach Feggins.

59. The Individual Defendants knew of the binding contracts between the University and Coach Feggins.

60. The Individual Defendants intended to induce the University to breach the binding contracts.

61. The Individual Defendants acted maliciously, without justification, and for the purpose of having the University breach the binding contracts with Coach Feggins.

62. The University breached the binding contracts with Coach Feggins.

63. The Individual Defendants' actions were the cause of the contract breaches.

64. Coach Feggins has suffered damages as a result.

WHEREFORE, Coach Feggins respectfully requests the following relief:

- a. Judgment against all Defendants, jointly and severally for compensatory damages in an amount in excess of \$25,000 plus interest as allowed by law and to be more particularly determined at trial;
- b. Judgment against all Defendants, jointly and severally, for punitive and/or liquidated damages in an amount in excess of \$25,000 plus interest as allowed by law and to be more particularly determined at trial;
- c. That he recover from Defendants, jointly and severally, the reasonable costs of attorneys' fees incurred in the prosecution of this action, plus interest as allowed by law;
- d. That all costs of this action be taxed against Defendants;
- e. That all issues in this case be tried by a jury; and
- f. For such other and further relief that the Court deems appropriate.

Respectfully submitted this 19th day of December, 2023.

EDWARDS BEIGHTOL, LLC

/s/ Nicholas J. Sanservino, Jr.

Nicholas J. Sanservino, Jr. (N.C. Bar No. 36557)

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