

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

TARA BRADY,	:	
	:	
Plaintiff,	:	Civil Action
	:	
v.	:	No.
	:	
SACRED HEART	:	
UNIVERSITY and EDWARD	:	
SWANSON,	:	
	:	
Defendants.	:	

COMPLAINT

Plaintiff, by her undersigned attorneys, brings this Complaint against Defendants and in support states the following:

INTRODUCTION

1. Plaintiff Tara Brady, a former Sacred Heart University (Sacred Heart) student who was a starting center on the women’s basketball team, brings this action to challenge her involuntary dismissal from the team and forced withdrawal from the school based solely on her pregnancy. Sacred Heart’s actions constitute sex discrimination under Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681. Tara Brady also brings state common law claims of breach of contract against Sacred Heart and tortious interference with contractual or beneficial relations and negligent infliction of emotional distress against her former coach, Edward Swanson, arising out of the same incident.

JURISDICTION

2. Jurisdiction is conferred upon this Court by: (a) 28 U.S.C. §§ 1331, 1343(a)(4), as this is a civil action to redress the deprivation of civil rights secured by Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681(a); and (b) 28 U.S.C. § 1367, as this action includes state law claims that arise out of the same nucleus of operative facts as the federal claim.

PARTIES AND VENUE

3. Plaintiff Tara Brady is a female citizen of the United States who resides in King of Prussia, Pennsylvania.

4. Defendant Sacred Heart University is a National Collegiate Athletic Association (NCAA) Division I educational institution that receives federal financial assistance and has its main campus in Fairfield, Connecticut.

5. Defendant Edward Swanson is a citizen of the United States who resides in Derby, Connecticut.

6. Venue is proper pursuant to 28 U.S.C. § 1391(b).

FACTS

7. In the fall of 1999, Tara Brady enrolled at Sacred Heart, choosing that school over several others because she understood that Sacred Heart would give her the opportunity to have significantly more playing time on its basketball team, was a small Division I school, and offered her the best athletic scholarship package.

8. Ms. Brady was a member of the women's basketball team during her freshman and sophomore years at Sacred Heart.

9. While a member of the basketball team, Ms. Brady received a full athletic scholarship that covered her tuition, room, board, sports gear, books, computer, and other academic expenses.

10. As part of the basketball team, Ms. Brady also was guaranteed a summer job at Sacred Heart's basketball camp. Furthermore, because of her association with the athletic department over the summer, she was able to receive housing for the summer.

11. Ms. Brady's scholarship was subject to NCAA regulations and was renewed in the summers of 2000 and 2001 in accordance with NCAA regulations.

12. On June 11, 2001, Sacred Heart renewed Ms. Brady's athletic scholarship, granting her \$25,710 for the 2001-2002 academic year.

13. Later in June 2001, Ms. Brady discovered that she was pregnant.

14. She immediately informed Edward Swanson (Coach Swanson), the coach of the women's basketball team, about her pregnancy and her intention to continue the pregnancy to term.

15. Coach Swanson responded to this information by telling Ms. Brady that he would talk to the school administration about her status and would get back to her.

16. A few days later, Coach Swanson talked with Ms. Brady and told her that he and other unidentified officials within the Sacred Heart administration had decided that, because of her pregnancy, Ms. Brady would be a distraction to the team, that she had to sit out the academic year at home in Pennsylvania, and that she no longer would receive her scholarship.

17. Ms. Brady disagreed with this decision and explained her disagreement to Coach Swanson, but he told her he was going to take away her scholarship and that she should attend community college near her parents' residence in Pennsylvania if she wanted to continue her education.

18. Ms. Brady, who was working as a counselor at Sacred Heart's basketball camp at the time, became so upset by Coach Swanson's decision that she left camp in the middle of the week.

19. Coach Swanson also telephoned Tara Brady's father, Mr. Sean Brady, and told him that Ms. Brady could not remain on the basketball team or stay at school during her pregnancy.

20. Mr. Brady told Coach Swanson that his daughter should attend school during the fall semester. Coach Swanson disagreed and insisted that Ms. Brady's continuing school while pregnant would be an insurance liability to the university, a health risk for Ms. Brady, a distraction to the team, and a risk to Coach Swanson's job.

21. Ms. Brady pleaded with Coach Swanson to allow her to remain in school and repeatedly requested to be placed on "medical redshirt" status while remaining a member of the team. This status would have enabled her to keep her scholarship, attend school, and be a team member, although she would not be allowed to compete.

22. Coach Swanson refused Ms. Brady's repeated requests both to remain in school and to be placed on medical redshirt status.

23. At no point did Ms. Brady volunteer or desire to leave the team or school during her pregnancy.

24. Upon information and belief, at no point did Coach Swanson follow NCAA regulations for registering Ms. Brady as a medical redshirt.

25. Instead, prior to the 2001 fall semester, Coach Swanson withdrew Ms. Brady from school, rescinded her full academic scholarship, and removed her from the basketball team, all based solely on Ms. Brady's pregnancy and her decision to continue the pregnancy to term.

26. Pursuant to Coach Swanson's instructions, Ms. Brady did not return to school in the fall of 2001. Also as directed by Coach Swanson, Ms. Brady did not participate in any basketball team activities. Yet, she continued to live in Connecticut and supported her teammates by attending all of her team's home games.

27. During the fall of 2001, Mr. Brady telephoned Coach Swanson and asked again if his daughter could stay in school while pregnant. Once again, Coach Swanson responded that she could not.

28. Sometime in late November or early December 2001, Ms. Brady attended a Sacred Heart women's basketball game as a spectator and noticed that her status was listed in the game's program as "medical redshirt." She was shocked to see this heading because she had not been permitted to keep her scholarship, attend school, and be a team member as were other athletes who were medical redshirts.

29. Also sometime in early December 2001, Ms. Brady and her family watched a special on HBO about pregnant college athletes. The information presented in the program led Ms. Brady to believe that she could have stayed on campus and remained a member of the basketball team even though she was pregnant.

30. Upon seeing the HBO special and realizing that Coach Swanson had mistreated and misled her, Ms. Brady became severely emotionally distressed.

31. Also sometime in early December 2001, Ms. Brady and her family learned that she was at risk of losing her medical insurance if she did not continue as a full-time student and that the loss of medical insurance would impose great financial hardship on her and her family.

32. Ms. Brady's father again called Coach Swanson to ask if his daughter could return to school and the team. Again the coach refused, telling Mr. Brady that it was his team and up to him to decide what to do about Ms. Brady's situation.

33. Rather than continue to abide by the decision of Coach Swanson, on or about December 23, 2001, Sean Brady, along with Ms. Brady's mother, Cindi Brady, had a phone conversation with Donald Cook, the Sacred Heart Athletic Director, and Kim Callicoatte, the NCAA Compliance Officer, regarding their daughter's reinstatement to school.

34. As a result of that phone call, officials of Sacred Heart reinstated Ms. Brady's full athletic scholarship and allowed her to return to school for the 2002 spring semester. Yet, they told her that she should wait until after the basketball season to approach Coach Swanson about her status with the team.

35. Ms. Brady returned to school as soon as she could and started attending classes in January 2002.

36. Ms. Brady gave birth to a baby boy, Sean, on February 1, 2002. She returned to classes five days later, on February 6, 2002.

37. Once the women's basketball season ended, Ms. Brady tried to approach Coach Swanson to talk about her desire to return to the basketball team. Claiming that he was acting on

the instruction of Don Cook, Coach Swanson refused to talk to her.

38. Ms. Brady then met with Don Cook about her problems with Coach Swanson. Mr. Cook denied he had told Coach Swanson not to talk to Ms. Brady but did question Ms. Brady about her ability to play basketball after giving birth.

39. In March 2002, a basketball team member invited Ms. Brady to attend a post-season scrimmage with the team, and Ms. Brady attended.

40. After the scrimmage, Ms. Brady received word from the same team member that Coach Swanson had told the team that it was not permitted to scrimmage with Ms. Brady.

41. On or about March 25, 2002, at a meeting arranged by Don Cook, Coach Swanson told Ms. Brady that the women's basketball program was moving forward and doing well without her and that she would not receive her scholarship for the 2002-03 academic year.

42. On or about April 4, 2002, Ms. Brady received written notice that Sacred Heart had not renewed her scholarship for the 2002-03 academic year.

43. Each of these decisions represented a terrible disappointment to Ms. Brady and a major financial problem, as she was counting on remaining in school and rejoining the team after delivering her baby.

44. Ms. Brady appealed the decision not to renew her scholarship. A hearing was held on May 10, 2002, before the Ad Hoc Financial Aid Review Committee (Aid Committee).

45. At that hearing, Coach Swanson admitted that he removed Ms. Brady from the basketball team and rescinded her athletic scholarship.

46. On May 14, 2002, the Aid Committee ruled that Ms. Brady's scholarship would be renewed for the 2002-03 academic year.

47. After the Aid Committee's decision, Ms. Brady also was reinstated to the basketball team. She contacted Coach Swanson to effectuate her return.

48. However, once Ms. Brady was back on the team, Coach Swanson refused to talk directly with Ms. Brady and required her to communicate with him through an intermediary.

49. Also, after being reinstated to the team, Ms. Brady was not invited to two team events that took place in late May and early June 2002.

50. After fighting for her right to be reinstated to school and the basketball team and then being treated terribly after reinstatement, Ms. Brady became emotionally distressed and extremely frustrated and upset by the way Sacred Heart handled her situation.

51. On or about July 17, 2002, Ms. Brady informed Sacred Heart that she was withdrawing from school because she felt that she was not and would not be treated by Coach Swanson in a fair manner.

52. Ms. Brady was unable to transfer to another NCAA Division I school and immediately play basketball with a full scholarship because NCAA rules would have required her to sit out a year before playing basketball.

53. In August 2002, Ms. Brady enrolled at West Chester University, a NCAA Division II school, where, after having to prove herself again as a talented basketball player, she is currently a center on the women's basketball team.

54. West Chester University provides Ms. Brady with a partial athletic scholarship that pays only a portion of her tuition and no other expenses.

55. Upon information and belief, Sacred Heart has permitted other student-athletes who have suffered season-long injuries to remain in school and continue as members of their

respective athletic teams, and Sacred Heart never has rescinded such students' scholarships.

56. On information and belief, Sacred Heart has permitted male student-athletes who have fathered children to remain in school and continue as members of their respective athletic teams, and Sacred Heart never has rescinded such students' scholarships.

STATEMENT OF CLAIMS

**FIRST CLAIM FOR RELIEF
TITLE IX
(AGAINST SACRED HEART)**

57. Plaintiff incorporates by reference paragraphs 1 through 56.

58. By its conduct described above, Sacred Heart, a federally financed educational institution, subjected Ms. Brady to discrimination in violation of Title IX of the Education Amendments Act of 1972, 20 U.S.C. § 1681, and its implementing regulations.

59. As a result of Sacred Heart's discriminatory treatment, Tara Brady suffered lost educational and professional opportunities and benefits as well as severe emotional distress.

**SECOND CLAIM FOR RELIEF
BREACH OF CONTRACT
(AGAINST SACRED HEART)**

60. Plaintiff incorporates by reference paragraphs 1 through 59.

61. Sacred Heart breached a valid contract binding upon both parties when it rescinded Ms. Brady's scholarship and withdrew her from school.

62. As a result of that breach of contract, Tara Brady suffered lost educational and professional opportunities and benefits.

THIRD CLAIM FOR RELIEF

**TORTIOUS INTERFERENCE WITH
CONTRACTUAL OR BENEFICIAL RELATIONS
(AGAINST EDWARD SWANSON)**

63. Plaintiff incorporates by reference paragraphs 1 through 62.

64. Edward Swanson knew of Tara Brady's contractual or beneficial relationship with Sacred Heart and intentionally and tortiously interfered with that relationship, causing actual loss to Tara Brady.

65. As a result of that tortious interference, Tara Brady suffered lost educational and professional opportunities and benefits as well as severe emotional distress.

**FOURTH CLAIM FOR RELIEF
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(AGAINST EDWARD SWANSON)**

66. Plaintiff incorporates by reference paragraphs 1 through 65.

67. Through conduct that he should have realized involved an unreasonable risk of causing emotional distress, Edward Swanson caused Tara Brady to suffer severe emotional distress that might have resulted in illness or bodily harm.

68. As a result of that negligent infliction of emotional distress, Tara Brady suffered lost educational and professional opportunities and benefits in addition to severe emotional distress.

PRAYER FOR RELIEF

WHEREFORE, Tara Brady respectfully asks this Court to award the following relief:

(a) Enter an order declaring that Sacred Heart's actions violated Tara Brady's rights under Title IX and breached the binding scholarship contract between Tara Brady and Sacred Heart;

(b) Enter an order declaring that Edward Swanson tortiously interfered with Tara Brady's contractual or beneficial relations with Sacred Heart and negligently inflicted emotional distress upon Tara Brady;

(c) Enter an order permanently enjoining Sacred Heart from all unlawful discrimination on the basis of sex and requiring Sacred Heart to institute and enforce a comprehensive athletics and pregnancy policy that complies with Title IX;

(d) Award compensatory damages stemming from Tara Brady's loss of equal access to educational opportunities, resources, and/or benefits, her loss of contractual or beneficial relations with Sacred Heart, and the emotional distress she suffered;

(e) Award punitive damages;

(f) Award reasonable attorney's fees pursuant to 42 U.S.C. § 1988;

(g) Award taxable costs of this action; and

(h) Award such other relief as this Court may deem proper.

REQUEST FOR JURY TRIAL

Ms. Brady requests a trial by jury as to all claims to which she is entitled under law.

Respectfully submitted,

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