

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Dr. Kristina Boerger,

Plaintiff,

v.

Augsburg University and
Dr. Paul C. Pribbenow,

Defendants.

COMPLAINT

JURY TRIAL DEMANDED

Dr. Kristina Boerger, for her Complaint against Augsburg University and Dr. Paul C. Pribbenow, alleges as follows:

INTRODUCTION

1. Dr. Kristina Boerger is an accomplished musician and choral pedagogist with decades of experience and expertise in leading successful and renowned choirs across the country. More than that, though, she is an outspoken visionary who uses her activism to push boundaries and create change through music. Dr. Boerger is a lesbian and gender rights advocate—who makes no attempt to hide who she is and the humanitarian causes she champions.

2. In and around 2018, Augsburg University had a problem in its Music Department. Specifically, it had a flailing and outdated choral program that lacked energy, creativity, and, ultimately, a competitive allure that could attract talented students. The Lutheran choir college roots of Augsburg's program no longer resonated

with Augsburg's mission for its diverse, multi-cultural student population.

3. John N. Schwartz, a progressive gay man and successful alum of Augsburg University, identified this problem and sought to use his wealth and influence to fix it. He created the John N. Schwartz Endowed Choral Professorship (the "Endowed Choral Professorship") to invigorate a then-newly conceived 21st century choral program at Augsburg. This program sought to combine music reflective of a pluralistic society, superior choral performance standards, and the University's commitment to civic engagement and inclusion.

4. Dr. Boerger recalls vividly Mr. Schwartz's vision for the choral program. She is quoted on the Augsburg website as stating: "John told me that if just one student would go forward from Augsburg transformed, as he had been, by excellence in choral artistry, then his bequest would have been worth every dollar."

5. With Mr. Schwartz's support, both financial and otherwise, Augsburg conducted an intensive national search to identify the right individual for its newly created Endowed Choral Professorship. It ultimately decided to pursue Dr. Boerger for the position because of her wealth of experience, progressive techniques, and forward-thinking vision to transform the choral program into a modern paradigm of choral excellence and global civic engagement.

6. Dr. Boerger already had an established career in a different state, with no ties to Minnesota. Accordingly, she sought a position that would provide not only intellectual and creative freedom, but also security. She was neither interested in nor willing to make a drastic personal and professional move without a guarantee that she

could finish the remainder of her career in the role before retiring.

7. It was Augsburg's unwavering assurance and offer of tenure for the Endowed Choral Professorship that gave Dr. Boerger the confidence to accept the position, move to Minnesota, and alter the course of her career and life.

8. For seven years, Dr. Boerger dedicated herself to the program and did just as Augsburg hoped. She transformed the choral department by preparing highly sophisticated ensembles with students performing to professional standards—gaining recognition and regard in the community and nation at large, incorporating diversity and culture into the various choirs and curriculum, and renewing the acclaim and prestige of the program.

9. Augsburg reaped the benefits of and enjoyed the success resulting from Dr. Boerger's radical and forward-thinking approach. That is, until that approach became a problem for Augsburg's other wealthy and more conservative donors, who—unlike Mr. Schwartz—wished to see the choral program return to its Lutheran choir college roots.

10. Augsburg ultimately turned on Dr. Boerger, objecting to the very traits it once sought out and valued in Dr. Boerger—taking issue with her personal political views, including those she shared to her own personal Facebook page, as well as claiming that she “bullied” students when, instead, she merely held them accountable for the high standards she placed on them as she sought to create a world-class choral program. Many of her students to this day can attest to their gratitude for Dr. Boerger maintaining such standards that helped students to learn, hone their skills, and feel joyous and proud to be part of her “meticulously beautiful musicianship.”

11. Augsburg allowed its administration to harass and ridicule Dr. Boerger behind the scenes. Yet, they kept her in the Endowed Chair Professorship because they needed her in the role to secure additional donations from Mr. Schwartz, who continually praised Dr. Boerger's performance.

12. All of that changed when Mr. Schwartz died in 2024.

13. With Mr. Schwartz unavailable for additional donations, Augsburg turned its institutional ear to a different faction. Indeed, the very next year, in 2025, Augsburg ingratiated itself to more traditional, conservative donors by seeking to revert its choral program back to a more traditionally Lutheran ensemble. This, of course, included dispensing with Dr. Boerger, who is not Lutheran or Christian and who they perceived as a radical lesbian feminist at the helm of what was supposed to be a traditionally Lutheran choral program. In fact, the University promptly replaced Dr. Boerger with a heterosexual white, younger male with a Protestant church choir pedigree.

14. By doing so, Augsburg breached its contract with Dr. Boerger by revoking her tenured Endowed Choral Professorship, eliminating the substantive aspects of her role directing choirs, cutting her salary, but tripling her teaching load (with non-choir courses) at the same time. This was all done under the excuse that the President of Augsburg – Defendant Dr. Paul C. Pribbenow – simply “lost confidence” in Dr. Boerger. When Dr. Boerger insisted, in July 2025, that her Endowed Choral Professorship be reinstated, Augsburg terminated her employment and labeled her separation a “resignation.”

15. Once Dr. Boerger threatened legal action, Augsburg and Dr. Pribbenow,

specifically, concocted numerous reasons for its decision to strip her of her Endowed Choral Professorship. Augsburg's delay in providing specific reasons for its adverse employment actions makes it clear that such reasons are indeed false and pretextual. After months of being asked for an explanation, Augsburg mustered up the following justifications for Dr. Boerger's termination: (1) student complaints from three years ago (which never resulted in any formal investigation or discipline), (2) unattributed complaints about the 2025 spring concert (which, to the extent they actually existed, pertained to the Augsburg lower choir, which was *not* directed by Dr. Boerger), and (3) alumni donors' threats to the University's President, Dr. Pribbenow, that they would withhold monetary support if Dr. Boerger remained in the Endowed Choral Professorship.

16. After Dr. Pribbenow displaced Dr. Boerger from the tenured role she was promised, the University's influential donors got what they wanted: a much younger, white, heterosexual male whose background includes conducting Protestant church choirs.

17. Ultimately, Augsburg used Dr. Boerger and her progressive identity to appease a highly influential donor, secure substantial funding, and then discarded her once such funding was secured and could be retained without her. In the process, Augsburg violated its promises to Dr. Boerger and discriminated against her on the basis of her sex, age, sexual orientation and religious beliefs/non-beliefs. Augsburg's conduct violates basic contract law, the common law, and the Minnesota Human Rights Act.

PARTIES

18. Dr. Kristina Boerger is a Minnesota resident located at 3445 Oakland Ave., Minneapolis, MN 55407.

19. Augsburg University is a nonprofit University, with a registered address at 2211 Riverside Ave., Minneapolis, MN 55454.

20. Dr. Paul C. Pribbenow is a Minnesota resident and the President of Augsburg University. Upon information and belief, Dr. Pribbenow lives in Minneapolis.

VENUE

21. This Court has subject matter jurisdiction pursuant to Minn. Stat. § 484.01 because this is a civil action brought in this Court's district.

22. Venue is proper in Hennepin County pursuant to Minn. Stat. § 542.09 because Augsburg has a principal place of business in Hennepin County and the causes of action arose in Hennepin County.

FACTUAL ALLEGATIONS

Dr. Boerger's Background

23. Dr. Boerger is an accomplished musician and choral director who holds a doctorate in Choral Conducting and Literature from the University of Illinois.

24. Dr. Boerger has a robust and extensive resume, having directed several choirs and choral programs in different cities and prestigious universities.

25. Students under Dr. Boerger's direction have performed at the Obama White House, appeared in concert with Nine Horses, ETHEL, The Rose Ensemble, and The Mirandola Ensemble, toured programs of ancient and newly commissioned music

through France and Italy, immersed themselves on location in Black South African choral communities, and shared global harmony traditions with inmates of the Putnamville Correctional Institute.

26. Based in New York City from 2000 through 2009, Dr. Boerger divided her professional time among her three principal loves – choral directing, chamber singing, and academic teaching.

27. Throughout her years in New York, Dr. Boerger lectured in music history at Barnard College, also mentoring senior music research fellows.

28. Dr. Boerger is politically active, vocal about human rights issues, and lives openly as a lesbian with her partner of 28 years.

29. In fact, Dr. Boerger is known for incorporating her activism into her work—as demonstrated by her work as Founding Director of AMASONG: Champaign-Urbana’s Premier Lesbian/Feminist Chorus, which was the subject of a critically acclaimed documentary distributed nationwide.

Dr. Boerger Joins Augsburg University

30. Dr. Boerger’s highly distinguished and acclaimed background, as well as her reputation as a forward-thinking choral pedagogist, made her the ideal candidate for the Schwartz Endowed Choral Professorship at Augsburg.

31. The Endowed Choral Professorship was created to support Augsburg’s then-newly conceived 21st century choral program—combining music reflective of a pluralistic society, superior choral performance standards, and the University’s commitment to civic engagement and inclusion.

32. In 2018, as part of the recruitment efforts to find a qualified candidate for this unique and innovative role, Augsburg made wide publications in choral and higher education journals.

33. Over one hundred professors applied for the Endowed Choral Professorship, but the only candidate who met the demands and qualifications even to be interviewed, and who was ultimately offered the position, was Dr. Boerger. Dr. Boerger was hired due to her wide breadth of experience and expertise in teaching and performing both global harmony traditions and the Western musical canon, which is uncommon among her peers in the academy.

34. Although Dr. Boerger could have pursued other prestigious opportunities at that time, she made the significant, career-altering decision to join Augsburg because of the unique and innovative mission of the Endowed Choral Professorship, as it was represented to her by Augsburg.

35. However, for Dr. Boerger to uproot her entire life, it was critical to Dr. Boerger's decision-making that the Endowed Choral Professorship was also tenured. Dr. Boerger was and still is the primary income earner for her household.

36. During the recruitment process, Augsburg represented to Dr. Boerger that the Endowed Choral Professorship was indeed tenured, understanding that this was critical to Dr. Boerger's decision in accepting the tenured position. Both sides agreed it was otherwise too risky--given the University's intent that Dr. Boerger should disrupt and revolutionize the choral program's status quo, which would likely create tension in the institution. Both sides agreed that because Dr. Boerger intended to finish her career

at Augsburg, Dr. Boerger's role in the Endowed Choral Professorship had to be protected by tenure.

37. After accepting the position, Dr. Boerger purchased a home in Minneapolis and set up her finances based on her promised salary.

38. Dr. Boerger's tenure was officially confirmed in 2018 before she joined Augsburg. But for that confirmation, she would never have accepted the job.

39. In Dr. Boerger's tenured role, it was agreed that each year she would receive an appointment letter confirming her courseload and confirming that she would be paid over 12 months (rather than 9, as some professors are).

Dr. Boerger's Contributions to Augsburg

40. Dr. Boerger was intentionally hired to disrupt the status quo of the Augsburg choral program—and she did just that by bringing fresh and diverse content, excitement, and energy to the program, as well as successfully and creatively fulfilling the role that the Endowed Choral Professorship demanded.

41. Dr. Boerger's responsibilities consisted of teaching two courses. On occasion, Dr. Boerger added classes and independently instructed rising choral-education majors in need of training in choral directing.

42. While fulfilling her demanding duties at Augsburg, Dr. Boerger also maintained her visible roles as a nationally and internationally recognized vocal ensemble artist, which included serving as the statewide Chair for World Music Repertoire and Resources for the Minnesota chapter of the American Choral Directors Association, publishing articles in ACDA's state chapter and national journals,

presenting at the National Women's Studies Association conference, and serving on the Cultural Inclusion Committee of the College Music Society.

43. Dr. Boerger also received extensive positive feedback from a wide variety of students at Augsburg. Dozens of students praised Dr. Boerger for her teaching, mentorship, and choral directing. Some of this feedback included the following:

- "I am appreciative of you and your kind words."
- "I am so grateful to be in chamber and have enjoyed my music studies more because of it. working with you this semester has been so lovely and enjoyable. I am excited to continue doing so. I am eager to refine the pieces we have been working on, and learn the new song for the next concert."
- "I felt joyous to build music with you once again. I knew I had wanted to be about of your class because I appreciate your meticulously beautiful musicianship. You are precise, somewhat like a surgeon of your field, which makes me feel immensely proud to have made you impressed."
- "I can truthfully say that working with you has been the single biggest reason for my growth in musicianship."
- "I have learned A TON this semester by being in choir with you and music theory, and seeing all of the parts work together is truly wonderful."

44. In the seven years that Dr. Boerger taught at Augsburg, only one student ever spoke to her directly with a concern or complaint. The student reported that she took offense to a comment that Dr. Boerger had made in the classroom. Dr. Boerger took the feedback seriously, apologizing to and empathizing with the student who had been struggling with a number of personal matters. Dr. Boerger took to heart the feedback and never experienced a similar issue.

Dr. Boerger Faces Hostility from Augsburg Personnel and Institutional Stakeholders

45. Despite exceeding the expectations that the Endowed Choral Professorship

demanding, Dr. Boerger was faced with various challenges from her supervisors and institutional stakeholders throughout her time at Augsburg. Specifically, alumni and donors disapproved of Dr. Boerger's political beliefs, sexual orientation, and overall progressive choral philosophy. Dr. Boerger was told that institutional stakeholders were concerned about Augsburg hiring a "publicly avowed lesbian."

46. In addition, senior faculty members continually worked to discourage and thwart Dr. Boerger's efforts to advance and modernize the choral program.

47. Notwithstanding the disapproval and resistance of certain alumni and faculty members, Dr. Boerger successfully led the program and received critical acclaim from professionals in the academy, attracting the positive attention of leading choral practitioners nationwide.

Dr. Boerger Is Targeted for Supporting Dr. Myers, Another Progressive Faculty Member

48. When Dr. Boerger was hired into the Endowed Choral Professorship, Dr. David Myers was serving as a "Special Music Consultant," and acting as an outside chair tasked with modernizing and revolutionizing the Music Department consistent with the established goals of the Endowed Choral Professorship.

49. In the Spring of 2021, however, Dr. Boerger was asked to act as chair for the search committee to find a replacement for Dr. Myers as Music Chair in anticipation of his retirement.

50. Ten of the twelve members of the Music Department faculty conveyed that they wanted to see Dr. Myers continue as Music Department Chair instead of searching for a new candidate. Dr. Myers agreed to stay on.

51. Augsburg terminated Dr. Myers in Spring of 2022. Dr. Myers retained legal counsel to contest his unlawful removal.

52. Dr. Boerger vehemently protested Dr. Myers' removal and the subsequent external search to replace him – which angered the Administration, including President Pribbenow and the University's Provost.

53. As a result, President Pribbenow demonstrated personal ill-will, spite, and hostility to Dr. Boerger. Among other things, he was dismissive of and hostile towards Dr. Boerger's music selections and the success of a high-profile performance by her students.

54. President Pribbenow enlisted the Provost in his efforts to undermine Dr. Boerger. Indeed, shortly after Dr. Myers was removed from his position, Dr. Boerger was called to the Provost's office and her job was threatened with spurious accusations.

Events Leading to Dr. Boerger's Termination

55. On June 22, 2022, closely following Dr. Myers' forced departure, the Provost summoned Dr. Boerger to her office regarding alleged student grievances.

56. During the meeting, the Provost presented unsubstantiated concerns that students had allegedly brought to her office. Among the concerns that were discussed were comments on the heavy workload Dr. Boerger gave her students and comments that suggested Dr. Boerger did not cultivate an inclusive environment in her classroom.

57. As alleged above, in the seven years Dr. Boerger worked at Augsburg, only one student had ever spoken to Dr. Boerger directly about a grievance. Thus, the concerns raised by the Provost – conveniently once the long-contested removal of Dr. Myers had

been effected – had never previously been brought to the attention of Dr. Boerger, nor was she ever provided the opportunity to address any concerns directly with the students who allegedly raised them – which is contrary to Augsburg’s policies and practices.

58. Importantly, the Provost acknowledged that these concerns did not reach the level of an “official grievance,” so they were not grounds for termination in 2022 nor were such complaints ever mentioned in any of Dr. Boerger’s performance reviews.

59. Despite the alleged “grievances” being too insubstantial to result in an official complaint, the Provost, a human resources representative, and the Dean for Student Success, informed Dr. Boerger that she had a limited number of days to write a response to the allegations.

60. Because this situation caused Dr. Boerger a significant amount of angst and stress, she declined to dignify the baseless, unsubstantiated allegations with any response.

61. Ultimately, there was no formal disciplinary action taken, no investigation commenced, and no adverse findings were made against Dr. Boerger.

62. Several months later, Augsburg appointed a new Provost—Paula O’Loughlin—who, upon hire, insisted on meeting with all faculty in thirty-minute, one-on-one meetings.

63. Despite this, the new Provost asked to meet with Dr. Boerger for a full hour. The meeting immediately turned antagonistic. During the meeting, Provost O’Loughlin informed Dr. Boerger that she was receiving pressure from displeased “VIPs” of the University, who were, upon information and belief, the same stakeholders who were

concerned about Augsburg hiring a “publicly avowed lesbian” in the first place. The Provost also objected to a lack of Lutheranism in the choir program, asking Dr. Boerger “Where’s the Lutheranism?” Given that this was the first meeting between Dr. Boerger and the new Provost, Dr. Boerger was stunned as to why she was under attack for doing exactly what she had been hired to do—*i.e.*, carrying out Mr. Schwartz’s vision for the Endowed Choral Professorship.

64. The Provost insisted that Augsburg was the same institution it had been in the last mid-century and that the choir program should therefore look the same as it had in the 1960s, leaving Dr. Boerger with the impression that her job—*i.e.*, to reinvent the curriculum to better serve Augsburg’s diverse student population in the 21st century—was no longer welcome based on a pressure campaign being waged by other stakeholders. Following that meeting, Dr. Boerger sent the Provost a 15-page document extensively responding to the concerns raised by the Provost. The Provost failed to acknowledge or address the document

65. In December of 2022, the calculated attack on Dr. Boerger continued: this time, the Provost expressed concerns through the acting Music Department Chair, J. Anthony Allen, about Dr. Boerger’s personal Facebook posts. The Provost highlighted one post in particular in which Dr. Boerger had expressed frustrations about the number of absences amongst her students at a critical rehearsal the night before Advent Vespers.

66. The post was published only to members of a private Facebook community approved by Dr. Boerger and there was nothing in the post that could have identified any of Dr. Boerger’s students.

67. Importantly, while the Facebook post was brought to the attention of the Provost, she took no formal disciplinary action against Dr. Boerger.

Augsburg Takes Advantage of John Schwartz's Death to Push Dr. Boerger Out of Her Position

68. On February 29, 2024, John Schwartz passed away. Prior to his death, Augsburg received funding from Mr. Schwartz for a second endowed Music Department position as well as a multi-million-dollar estate gift establishing Augsburg's Schwartz School of the Arts.

69. Shortly after Mr. Schwartz died, in the Spring of 2024, Dr. Boerger's partner experienced a spontaneous aortic dissection and was in critical condition.

70. Despite watching a loved one undergo a life-threatening medical event, Dr. Boerger led a successful year-end choral concert – which was positively received by the community as well as Dr. Boerger's peers.

71. Following this resounding success, Dr. Boerger was then approved to take a semester's Family Medical Leave until January of 2025.

72. During Dr. Boerger's leave, Augsburg placed a white male named Brian De Young in her position.

73. Despite being on leave to care for her partner, who was still in critical condition at the time, Dr. Boerger was again summoned to the Provost's office in June of 2024 regarding her Facebook activity--specifically, comments she posted on a third party's Facebook page.

74. The posts in question were sent to the Provost by an individual in Akron,

Ohio. To Dr. Boerger's knowledge, no one at Augsburg, including Dr. Boerger, knew or had any affiliation with this individual who apparently took offense to the posts.

75. The Facebook exchange in question was a series of comments on a post about a woman musician who disclosed that a man in her professional circle had raped her. Dr. Boerger commented on the post of this woman, whom she did not know personally, to express her condolences and share her thoughts on the matter. She wrote:

God, what a hellacious account. I am so sorry you had to endure this man's sexual assaults and abuses, along with surviving them in an unsupportive public sphere dominated by the agendas and responses of patriarchalist loyalists, whatever their sex. Of *course* I believe you. Under patriarchy, sexual predation is practiced endemically by one sex class, that being *male;* why should anyone have trouble believing your account of a male's sexual predations? There is nothing unusual or surprising about this male's behaviors (though for that they are no less outrageous and catastrophic) - most especially not because, even if you had already come privately to identify as Transgender, this predator acted against you a... (The Facebook post was cut off in the copy the Provost presented to Dr. Boerger).

76. Dr. Boerger's comment led to a discussion online with an individual who did not agree with Dr. Boerger on the language she used to describe sex and gender.

77. Despite Dr. Boerger's consistent and fervent support of people of all sexual and gender identities, Augsburg treated these Facebook posts as if they were somehow relevant to her position at Augsburg and warned her that such comments violated Title IX. The Provost informed Dr. Boerger that the subject matter would get in her in "trouble" with the Title IX office.

78. Despite such threats, the Provost once again did not initiate any formal

discipline or investigation into the matter and it was ultimately dropped.

79. Augsburg knew that none of these matters rose to the level of disciplinary action. Nevertheless, they used them in an attempt to intimidate and harass Dr. Boerger – and to silence her.

The Terms of Dr. Boerger's Endowed Choral Professorship Are Materially Altered and Then Revoked Entirely Without Cause

80. Following Dr. Boerger's return from FMLA Leave, she put on yet another successful spring concert. This concert was once again applauded by the Augsburg and broader community, including Dr. Boerger's peers – such as internationally acclaimed vocal ensemble artist Dr. Emily Lau, who commended Dr. Boerger's ensemble for its cohesion and connection to one another and the material, something she had never seen at the college level.

81. Nevertheless, just two days after this successful concert, Dr. Boerger received an email from the Provost informing her that the University was reviewing all faculty contracts due to purported financial concerns.

82. In this email correspondence, the Provost claimed that Dr. Boerger was supposed to have been working full-time around the calendar year because her contract identified her employment as a twelve-month appointment.

83. This, however, was not anyone's understanding at the time Dr. Boerger was hired. Instead, both sides understood that the twelve-month language in the appointment letters referred to Dr. Boerger's choice to receive paychecks over a twelve-month period rather than a nine-month period.

84. In this email, the Provost gave Dr. Boerger two options: (1) a 9-month work assignment with diminished pay, or (2) a 12-month work assignment with the same pay, but in that event, Dr. Boerger would need to submit a summer work plan to justify 12-month pay.

85. While this brand-new demand was inconsistent with the original agreement and the parties' course of conduct over seven years, Dr. Boerger complied with the demands. She elected to retain 12-month pay and, consistent with the Provost's instruction, submitted a detailed summer work plan on May 30, 2025.

86. Dr. Boerger's comprehensive summer work plan was prepared in consultation with, and had the endorsement of, the Music Department and Schwartz School of the Arts leadership. The plan outlined the substantial obligations (both teaching and professional development) that Dr. Boerger would perform over summer months to support the continuation of 12-month pay.

87. Dr. Boerger received an email from the Provost stating that Dr. Boerger must schedule a meeting with the Provost on or before June 2, 2025 "to discuss [her] endowed professorship."

88. At that meeting, the Provost provided a letter to Dr. Boerger informing her that "President Pribbenow has decided to remove you from the Schwartz Professorship in Choral Leadership and Conducting, effective June 1, 2025."

89. This meant that, as of June 1, 2025, she would no longer "have access to the Choral Music expense fund, or any other funds associated with the Schwartz Professorship in Choral Leadership and Conducting," and that she was "relieved of all

duties associated with the professorship.”

90. During this June 2, 2025 meeting, the Provost informed Dr. Boerger that the 12-month pay option was being revoked and she would be expected to fulfill a 9-month appointment at a staggering pay cut but triple the teaching load – which would consist of teaching six non-choral instructional load units and two non-instructional load units for service and scholarship.

91. Augsburg has made clear that this complete 180-degree turn in Dr. Boerger’s role at Augsburg was directed by President Pribbenow, the sole decision-maker.

92. On July 17, 2025, Dr. Boerger received a 2025-2026 Academic Year Letter of Appointment purporting to confirm the demotion and substantial cut in pay demanded by President Pribbenow.

93. Ultimately, Dr. Boerger was stripped of her primary duties, subjected to an annual pay cut exceeding \$40,000, and given a tripled workload. The only explanation or justification she was given was that “[t]he President has lost faith in your ability to fulfill the requirements of the Schwartz Professorship.” No examples or details were offered, and none of her performance reviews to date reflect any concerns about her performance.

94. Dr. Boerger asserted her right to be restored to her Endowed Choral Professorship. In response, Augsburg terminated her employment and has attempted to categorize her separation as a “resignation.”

95. Dr. Boerger has since been replaced by the same individual who filled her role while she was on family medical leave – that individual is a substantially younger,

white, heterosexual, male who conducts Protestant church choirs.

Augsburg Provides False and Pretextual Reasons for Dr. Boerger's Termination

96. Augsburg failed to provide specific reasons for Dr. Boerger's termination until September 5, 2025 in a pre-litigation letter from its counsel—after Dr. Boerger informed Augsburg of the likelihood of litigation. However, the reasons proffered by Augsburg are demonstrably false and pretextual.

97. Augsburg now claims that the reasons for Dr. Boerger's termination (which Augsburg has attempted to re-characterize as a resignation) are student complaints from 2022, and donor complaints about Dr. Boerger relating to a concert in the spring of 2025.

98. "Student Complaints" is a false and pretextual basis for Augsburg's termination decision. The only time a student ever spoke to Dr. Boerger about a complaint, Dr. Boerger addressed the complaint head-on with her apology. Regarding other unattributed student complaints Augsburg claims to have received about Dr. Boerger, not a single one ever rose to the level of a grievance. And the only complaints that Augsburg is now able to identify are a handful of complaints dispensed of in 2022 *without* disciplinary action—nearly three years *before* Dr. Boerger's 2025 termination.

99. The falsity of Augsburg's newfound narrative about Dr. Boerger is belied by Augsburg's own conduct. If Dr. Boerger had mistreated the University's students—as Augsburg now contends—then Augsburg could not have subjected its students to her in any capacity. But Augsburg, in fact, wanted Dr. Boerger to accept a different position that would have involved teaching more courses in the 2025-2026 school year. Presumably, Augsburg would not allow Dr. Boerger increased access to its students in the classroom

if, in fact, she mistreated its students in the way that Augsburg now alleges in its pretextual backfilling.

100. Augsburg also now cites issues relating to “an embarrassing Global Harmony concert in the spring of 2025” as a basis for Dr. Boerger’s termination. Yet, Augsburg failed to conduct its due diligence when devising this pretextual reason. The concert complaints that Augsburg cites to and relies on relate to the University’s *lower choir*, which was not the choir directed by Dr. Boerger. This lower choir, directed by Shekela Wanyama, is typically made up of students who are less serious about choral studies but would still like to participate. The feedback for Dr. Boerger’s *upper* choir was instead overwhelmingly positive.

101. Augsburg cites, as yet another reason for the termination, alumni threats—made to President Pribbenow—to withhold donations from the University if Dr. Boerger remained in the Endowed Choral Professorship. Several donors apparently called President Pribbenow in May of 2025, complaining about the non-traditional nature of the spring 2025 concert and expressing dissatisfaction with Dr. Boerger. President Pribbenow—eager to displace Dr. Boerger—seized on these donor complaints and instructed the Provost to retract any proposal that allowed Dr. Boerger to remain in the Endowed Choral Professorship. In fact, it was most likely President Pribbenow himself who seeded and harvested this alumni donor discontent as it gave him an excuse to dump Dr. Boerger, which he had been wanting to do for years.

102. But in any event, the “donor discontent” solidifies the point that Augsburg’s actions were discriminatory, because it demonstrates that maintaining a

secular, progressive lesbian woman as the leader of the choral program was a central reason for the termination. Augsburg has since catered to the apparent demands of its donor base to return the choral program to its Lutheran choir college roots—including by appointing a substantially younger, heterosexual male with Protestant church choir roots to fill Dr. Boerger's role.

103. Importantly, President Pribbenow and the Provost acted on their desire to remove Dr. Boerger without even consulting with the Chair of the Music Department. This demonstrates that the decision was discriminatory and based on personal animus, *not* on actual performance. Indeed, all decisions Dr. Boerger made about the choral program—from the composition of the groups to the standards to which students would be held to the material they would study—were made at the behest of, in consultation with, and/or with the enthusiastic support of Dr. Boerger's Department Chair.

104. Finally, the pretextual nature of these reasons for Dr. Boerger's termination is made evident by the timeline. The purported complaints about Dr. Boerger and the spring concert were known to the University *before* it offered Dr. Boerger the opportunity to remain in the position for 12-month pay in exchange for a summer work plan. This timing proves that these are not the real reasons Augsburg subsequently removed the entire job from Dr. Boerger, *after* she submitted the summer work plan.

CAUSES OF ACTION

COUNT I
BREACH OF CONTRACT
(against Defendant Augsburg)

105. Dr. Boerger re-alleges and incorporates herein by reference all previous paragraphs as if fully set forth herein.

106. Dr. Boerger and Augsburg entered into a contract when Dr. Boerger accepted a tenured Endowed Choral Professorship in 2018.

107. Augsburg offered Dr. Boerger a tenured Endowed Choral Professorship, a position from which she could not be removed at-will.

108. Dr. Boerger accepted the offer of employment on the condition that it was a tenured position.

109. Dr. Boerger altered the course of her career and moved to Minnesota based on such offer and promise of tenure as part of the Endowed Choral Professorship.

110. The material changes Augsburg made to her role for the 2025-2026 academic year, specifically, constituted a fundamental change to the *tenured job* for which Dr. Boerger was hired.

111. Section 9.1.5 of the Augsburg Faculty Handbook sets out a detailed process for dismissing or reassigning tenured faculty, which Augsburg completely disregarded with respect to Dr. Boerger.

112. Augsburg accordingly breached its contract with Dr. Boerger through its unilateral and unjustified changes to her employment that violated the employment contract it entered with Dr. Boerger in 2018. Moreover, Augsburg failed to follow any of

the procedures laid out in the Augsburg Faculty Handbook for terminating, removing or reassigning a tenured faculty member.

113. As a direct and proximate result of Defendant's conduct, Dr. Boerger has suffered and continues to suffer economic harm, emotional distress, humiliation, embarrassment, pain and suffering, loss of wages and benefits, attorneys' fees and expenses, and other serious damages.

COUNT II
PROMISSORY ESTOPPEL
(against Defendant Augsburg)

114. Dr. Boerger re-alleges and incorporates herein by reference all previous paragraphs as if fully set forth herein.

115. Augsburg made a clear and definite promise when it offered Dr. Boerger a tenured position—specifically, the Endowed Choral Professorship—in 2018.

116. Augsburg intended to induce reliance on this promise by acknowledging that Dr. Boerger's move to Augsburg would be risky without the guarantee of a tenured and permanent position before she uprooted her life and career.

117. Dr. Boerger did in fact rely on this promise when she changed the course of her career and moved to Minnesota from out of state based on these promises and assurances of a permanent (i.e., tenured) position that could not be revoked at-will by Augsburg.

118. Dr. Boerger's life and career have been uprooted and altered based on Augsburg's promise; for this reason, such promise must be enforced to prevent injustice.

119. As a direct and proximate result of Defendant's conduct, Dr. Boerger has

suffered and continues to suffer economic harm, emotional distress, humiliation, embarrassment, pain and suffering, loss of wages and benefits, attorneys' fees and expenses, and other serious damages.

COUNT III
FRAUDULENT INDUCEMENT UNDER THE COMMON LAW
AND MINN. STAT. 181.64
(against Defendant Augsburg)

120. Dr. Boerger re-alleges and incorporates herein by reference all previous paragraphs as if fully set forth herein.

121. Augsburg recruited Dr. Boerger to the University with the promise of a tenured Endowed Choral Professorship, allowing her to finish her career with, and retire from, Augsburg.

122. At the time Augsburg recruited Dr. Boerger, not one Augsburg agent referred to Dr. Boerger's Endowed Choral Professorship as "at-will," and the written offer of employment made no such reference. Nor did Augsburg inform Dr. Boerger that she could be removed from the Endowed Choral Professorship. To the contrary, Augsburg assured Dr. Boerger that this was a tenured (i.e., permanent) position.

123. Dr. Boerger made career and life-altering changes for what was supposed to be a tenured Endowed Choral Professorship at Augsburg.

124. Since this dispute arose, Augsburg has taken the position that it *never* intended to bestow a tenured Professorship on Dr. Boerger and that it always intended to retain the right to remove the Professorship "at will." If these representations are true, then at the time Augsburg recruited Dr. Boerger, it made false representations to Dr.

Boerger regarding the tenured status of the Endowed Choral Professorship without regard to their falsity.

125. Dr. Boerger reasonably relied on Augsburg's representations by moving to Minnesota and accepting the position at Augsburg.

126. As a direct and proximate result of Defendant's conduct, Dr. Boerger has suffered and continues to suffer economic harm, emotional distress, humiliation, embarrassment, pain and suffering, loss of wages and benefits, attorneys' fees and expenses, and other serious damages.

COUNT IV
TORTIOUS INTERFERENCE WITH EMPLOYMENT
(against Defendant Pribbenow)

127. Dr. Boerger re-alleges and incorporates herein by reference all previous paragraphs as if fully set forth herein.

128. Dr. Boerger had a reasonable expectation of continued employment when she accepted the position of a tenured Endowed Choral Professorship at Augsburg.

129. Defendant Pribbenow was aware of Dr. Boerger's reasonable expectation of continued employment in the Endowed Choral Professorship because he was involved in her recruitment and hire.

130. Defendant Pribbenow wrongfully and without justification interfered with Dr. Boerger's reasonable expectation of continued employment in the Endowed Choral Professorship when he revoked the Professorship, decreased her salary, increased her workload and then, ultimately, caused Augsburg to terminate her employment.

131. Defendant Pribbenow acted outside the scope of his duties when interfering

with Dr. Boerger's contract because he was motivated by his personal animus toward Dr. Boerger. President Pribbenow's disdain for Dr. Boerger began around the time that Dr. Myers was ousted from the Department and continued ever since. President Pribbenow was forced to tolerate her while John Schwartz was alive. Once Mr. Schwartz died, President Pribbenow executed a plan to move Dr. Boerger out of the role.

132. In the absence of Defendant Pribbenow's wrongful conduct, it is reasonably probable that Dr. Boerger would have realized continued employment by remaining in the tenured Endowed Choral Professorship position and continuing to maintain the amount of salary she earned prior to Defendant Pribbenow's improper revocation.

133. As a direct and proximate result of Defendant's conduct, Dr. Boerger has suffered and continues to suffer economic harm, emotional distress, humiliation, embarrassment, pain and suffering, loss of wages and benefits, attorneys' fees and expenses, and other serious damages.

COUNT V
DISCRIMINATION IN VIOLATION OF MINN. STAT. § 363A, et. seq.
(against Defendant Augsburg)

134. Dr. Boerger re-alleges and incorporates herein by reference all previous paragraphs as if fully set forth herein.

135. Dr. Boerger is a member of multiple protected classes under the MHRA. She is a woman (gender), lesbian (sexual orientation), 60 years old (age), and a non-Christian (religion).

136. Augsburg engaged in unlawful practices toward Dr. Boerger in violation of the MHRA, Minn. Stat. § 363.01 *et seq.* These practices include, but are not limited to,

discrimination on the basis of gender, age, sexual orientation, and religion.

137. On the basis of her protected classes, Augsburg treated Dr. Boerger with animus for several years, which intensified following Dr. Myers' unlawful removal and Mr. Schwartz's death, when the Administration no longer needed to use Dr. Boerger's success in fulfilling Mr. Schwartz's vision to secure additional funding from Mr. Schwartz.

138. Augsburg's animus towards Dr. Boerger is also reflected in the attacks the Administration aimed at her social media posts (where she was unapologetically open about her sexual identity and politics), in an attempt to threaten and silence her.

139. This discrimination affected the terms, conditions, and privileges of Dr. Boerger's employment, which culminated in the termination of her employment after she refused to accept a unilateral reduction in her pay, title, duties, and role at Augsburg.

140. As a direct and proximate result of Defendant's conduct, Dr. Boerger has suffered and continues to suffer economic harm, emotional distress, humiliation, embarrassment, pain and suffering, loss of wages and benefits, attorneys' fees and expenses, and other serious damages.

141. Dr. Boerger is thus entitled to judgment against Defendant, which should be trebled, accompanied by civil fines, and her reasonable costs and attorney's fees pursuant to Minn. Stat. §§ 363A.29 and 363A.33.

142. Dr. Boerger is entitled to punitive damages under the Minnesota Human Rights Act.

COUNT VI
HARASSMENT/HOSTILE WORK ENVIRONMENT IN VIOLATION OF MINN.
STAT. § 363A, et seq.
(against Defendant Augsburg)

143. Dr. Boerger re-alleges and incorporates herein by reference all previous paragraphs as if fully set forth herein.

144. Dr. Boerger is a member of multiple protected classes. She is a woman (gender), lesbian (sexual orientation), 60 years old (age), and a non-Christian (religion).

145. Augsburg engaged in unlawful practices by targeting Dr. Boerger for her gender, sexual orientation, age, and personal, non-religious beliefs. Dr. Boerger was targeted, ridiculed, called into the Provost's office to be insulted and humiliated, and undermined continuously by Augsburg's administration. Upon information and belief, Augsburg leadership's animus toward Dr. Boerger drove them to harass her in order to get her to quit. When Dr. Boerger refused to back down, they took a more direct path to removal—stripping her of her duties, reducing her pay, and then terminating her when she refused to accept those terms.

146. Augsburg's conduct adversely affected her status as an employee.

147. The harassment and hostile work environment affected the terms, conditions, and privileges of Dr. Boerger's employment.

148. The unlawful employment practices alleged above were intentional.

149. As a direct and proximate result of Defendant's conduct, Dr. Boerger has suffered and continues to suffer economic harm, emotional distress, humiliation, embarrassment, pain and suffering, loss of wages and benefits, attorneys' fees and

expenses, and other serious damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Dr. Kristina Boerger prays for judgment against Defendants in excess of Fifty Thousand and no/100 (\$50,000.00) along with attorney's fees, interest, costs and disbursements incurred herein. Dr. Boerger requests that judgment be entered against Defendants for the following:

- a. Requiring Defendants to make Plaintiff whole for their adverse, harassing, and discriminatory actions with compensatory damages;
- b. Award Plaintiff the past and future monetary value of any employment losses she experienced as a result of Defendants' illegal conduct;
- c. Award Plaintiff her attorneys' fees, costs, and disbursements pursuant to any applicable laws or statutes, including prejudgment interest;
- d. Award Plaintiff treble damages as permitted by statute;
- e. Award Plaintiff pre and post-judgment interest;
- f. Award Plaintiff past and future pain, suffering, disability, emotional distress, disfigurement, embarrassment, and loss of enjoyment of life;
- g. Award Plaintiff past wage loss and future loss of earning capacity;
- h. Award Plaintiff punitive damages;
- i. All other relief allowable under the law; and
- j. Grant other such relief as it deems fair and equitable.

PLAINTIFF DEMANDS TRIAL BY JURY ON ALL COUNTS WHERE AVAILABLE.

ECKLAND & BLANDO LLP

Dated: October 10, 2025

The undersigned acknowledges that sanctions
may be imposed under Minn. Stat. § 549.211

/s/ PAMELA A. DATILO
Pamela A. Dattilo, Esq.

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FREDRIKSON & BYRON, P.A.

Dated: October 10, 2025

/s/ KYLE W. UBL
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Counsel for Plaintiff Dr. Kristina Boerger

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Dr. Kristina Boerger,

Plaintiff,

v.

Augsburg University and Dr. Paul C.
Pribbenow,

Defendants.

SUMMONS

**THIS SUMMONS IS DIRECTED TO: AUGSBURG UNIVERSITY, 2211
Riverside Avenue, Minneapolis, MN 55454.**

YOU ARE BEING SUED. The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this summons.

YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS. You must give or mail to the person who signed this summons a written response called an Answer within 21 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this summons located at:

ECKLAND & BLANDO, LLP
100 Washington Avenue South, Suite 1500
Minneapolis, MN 55401
Attn: Pamela A. Dattilo, Esq.

YOU MUST RESPOND TO EACH CLAIM. The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS. If you do not Answer within 21 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the complaint. If you do not want to contest the claims stated in the complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the complaint.

LEGAL ASSISTANCE. You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.

ALTERNATIVE DISPUTE RESOLUTION. The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

ECKLAND & BLANDO LLP

Dated: October 10, 2025

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may be imposed under Minn. Stat. § 549.211

/s/ PAMELA A. DATTILO
Pamela A. Dattilo, Esq.

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Dated: October 10, 2025

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Counsel for Plaintiff Dr. Kristina Boerger



MINNESOTA
JUDICIAL
BRANCH

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Dr. Kristina Boerger,

Plaintiff,

v.

Augsburg University and Dr. Paul C.
Pribbenow,

Defendants.

SUMMONS

THIS SUMMONS IS DIRECTED TO: Dr. Paul C. Pribbenow, 1125 S 2nd St. Apt. 1201, Minneapolis, Mn, 55415 (home address) or 2211 Riverside Avenue, Minneapolis, MN 55454 (professional address).

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Counsel for Plaintiff Dr. Kristina Boerger



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