

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

ASHTON AMBROSE & B.D.,
BY AND THROUGH HIS PARENT
ASHTON AMBROSE,

Jacksonville, Florida

Case No. 3:22-cv-392-MMH-PDB

Plaintiff,

May 10, 2023

v.

2:05 p.m. to 2:12 p.m.

ST. JOHNS COUNTY SCHOOL BOARD, (Zoom/Digitally recorded)

Defendant.

ZOOM/DIGITALLY RECORDED CONTINUATION OF SETTLEMENT CONFERENCE

BEFORE THE HONORABLE PATRICIA D. BARKSDALE
UNITED STATES MAGISTRATE JUDGE

A P P E A R A N C E S

PLAINTIFF'S COUNSEL:

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(Proceedings recorded by electronic sound recording;
transcript produced by computer.)

P R O C E E D I N G S

May 10, 2023

2:05 p.m.

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THE COURT: Good afternoon, everyone. How is everyone?

MS. EVERSOLE: Good.

MR. GOLEMBIEWSKI: Well, Judge.

THE COURT: It's nice to see everyone.

We're here for a status conference and to talk about whether the School Board approved the proposed settlement.

So I will go ahead and state that we're on the record in Ambrose vs. St. Johns School Board. It's 3:22-cv-392.

I am in the courtroom right now. We have everybody else on Zoom. Everybody can see and hear me okay? Got the --

MR. GOLEMBIEWSKI: Yes, Your Honor.

THE COURT: -- thumbs up. Okay. Everybody's nodding.

Let me start with the counsel for the plaintiffs, if you'd like to let me know where we stand.

MR. GOLEMBIEWSKI: Yes, Your Honor. This is Kevin Golembiewski for the plaintiffs. Our understanding is that the School Board approved the proposed terms that both parties had agreed to, and so we were ready and -- I don't want to speak for the other side, but we are ready today to just put the terms on the record and agree to them as we discussed at the

1 settlement conference so we can resolve this matter.

2 THE COURT: And I received terms through email from
3 somebody. Mr. Spellman.

4 All right, Mr. Spellman. Is that correct?

5 MR. SPELLMAN: Your Honor, it is. And opposing
6 counsel and I went through these terms. We then -- I then
7 presented it to the School Board, the School Board put it on
8 their Consent Agenda, and last night they passed their Consent
9 Agenda.

10 So the terms that you have are the terms that have
11 been agreed to by the School Board in consultation with
12 plaintiff's counsel.

13 I think the only -- I think there's a couple things
14 that have to be done after these are accepted on the record,
15 which is the signing of a release and the filing of a dismissal
16 with prejudice. But I think everything else is simply your
17 pronouncement and our agreement on the record.

18 THE COURT: All right. So if everybody's okay with
19 it, I'll read the terms that were sent to me and I'll just ask
20 for confirmation. Does that work?

21 MR. SPELLMAN: That will work.

22 THE COURT: All right. I see everyone nodding.

23 Okay. The terms I have:

24 Beginning in the 2023 to 2024 academic year, when
25 B.D. begins second grade, he will be eligible to receive

1 transportation on a District bus, provided that he must reside
2 at 570 Black Forest Way, St. Johns, Florida, and be enrolled at
3 Hickory Creek Elementary School.

4 BD, and by extension his mother, will not be required
5 to reapply for any waiver from the transportation policy.

6 Plaintiffs will dismiss the lawsuit with prejudice.

7 Plaintiffs will execute release for all claims
8 related to the District's transportation services up to the
9 date of signing the release.

10 Each party shall bear its own fees and cost.

11 No party or its counsel may issue a public statement
12 or press release concerning the case or its resolution.

13 Upon request from any person, firm, or corporation,
14 including any media -- print, TV, radio, digital or internet --
15 a party or its counsel shall only state that the case was
16 resolved to each party's satisfaction and that BD receives
17 transportation on a District bus.

18 However, this shall not excuse the School Board from
19 compliance with the requirements of the Florida Public Records
20 Law, nor shall it excuse Disability Rights Florida from its
21 obligations to its federal funders and board as the state's
22 federally-designated protection advocacy agency.

23 And, finally, the foregoing terms of the settlement
24 will be read into the court record, which I just did.

25 All right. Let me ask you, Ms. Ambrose, are those

1 the terms of the settlement as you understand them?

2 MS. AMBROSE: Um, yes, but it's not Black Forest Way.
3 That might be closer. It's Black Forest Drive.

4 THE COURT: Okay. That's the address for you, Black
5 Forest Drive, not Way?

6 MS. AMBROSE: Yes, Your Honor.

7 THE COURT: Okay. So with that correction, are the
8 terms correct?

9 MS. AMBROSE: Yes.

10 THE COURT: All right. Thank you.

11 And Mr. Golembiewski, are those terms correct as you
12 understand them as modified by Ms. Ambrose?

13 MR. GOLEMBIEWSKI: Yes, Your Honor.

14 THE COURT: Okay. Mr. Spellman?

15 MR. SPELLMAN: Yes, Your Honor, that -- those are
16 accurate.

17 THE COURT: Okay. And Ms. Gumble, you are
18 representing the school. Is that accurate from your
19 standpoint?

20 MS. GUMBLE: Yes, Your Honor.

21 THE COURT: All right. And Ms. Holley, for good
22 measure?

23 MS. HOLLEY: Yes.

24 THE COURT: Okay. So from here, what Judge Howard
25 would usually do is ask the parties to file close-out papers or

1 dismissal papers or what have you within a certain time period,
2 so that's what I'd be inclined to do here, and just give you,
3 what, two weeks is enough?

4 Mr. Golembiewski, is that enough?

5 MR. GOLEMBIEWSKI: Yes, that should be sufficient for
6 plaintiff.

7 THE COURT: And Mr. Spellman, would that be
8 sufficient for the School Board?

9 MR. SPELLMAN: Yes, Your Honor.

10 THE COURT: Okay. So something to that effect would
11 enter today and the case would be administratively closed.

12 All right. You guys are making it easy for the
13 Court. Thank you.

14 MR. GOLEMBIEWSKI: Your Honor, I just -- one
15 question. So this will be a transcript that plaintiffs and
16 Ms. Ambrose can request a copy of, correct?

17 THE COURT: Absolutely. You remember my courtroom
18 deputy from the settlement conference? If you call chambers
19 and talk to her, Angela Loeschen, she can talk to you about how
20 to order that if you'd like it.

21 MR. GOLEMBIEWSKI: Okay. Thank you.

22 THE COURT: And there's no time limit on that.
23 Because it's recorded today, that transcript can be produced at
24 any time.

25 MR. GOLEMBIEWSKI: Thank you, Your Honor.

1 THE COURT: Okay. Anything else?

2 MR. SPELLMAN: Not from the School Board, Your Honor.

3 THE COURT: Well, it seems like a good resolution,
4 and I thank everybody for working toward that end in good
5 faith, so thank you.

6 MR. GOLEMBIEWSKI: Thank you, Your Honor.

7 MR. SPELLMAN: Thank you, Your Honor.

8 THE COURT: All right. Have a nice day.

9 MR. GOLEMBIEWSKI: Thank you. You too.

10 MR. SPELLMAN: Bye.

11 (The proceedings concluded at 2:12 p.m.)

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1 CERTIFICATE OF OFFICIAL COURT REPORTER
2 UNITED STATES DISTRICT COURT)
3 MIDDLE DISTRICT OF FLORIDA)
4

5 I, court approved transcriber, certify that the
6 foregoing is a correct transcript from the official electronic
7 sound recording of the proceedings in the above-entitled
8 matter.
9

10 DATED this 11th day of May, 2023.
11

12 /s/ Katharine M. Healey
13 Katharine M. Healey, RMR, CRR, FPR-C
14 Official Court Reporter
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