

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

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ALEEHA DUDLEY,	.	Case No. 1:14-cv-038
	.	
Plaintiff,	.	Terms of Settelement
	.	
- v -	.	
	.	Friday, January 15, 2016
MIAMI UNIVERSITY, et al.,	.	4:35 PM
	.	
Defendants.	.	Cincinnati, Ohio
.	

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE TIMOTHY S. BLACK, JUDGE

APPEARANCES:

For the Plaintiff:

DANIEL F. GOLDSTEIN, ESQ.
Brown, Goldstein & Levy, LLP
120 East Baltimore Street
Suite 1700
Baltimore, Maryland 21202

KERSTIN SJOBERG-WITT, ESQ.
Ohio Disability Rights Law
and Policy Center, Inc.
50 West Broad Street
Suite 1400
Columbus, Ohio 43215-5923

RUTH COLKER, ESQ.
2697 Wickliffe Road
Upper Arlington, Ohio 43221

For the Intervenor Plaintiff United States of America:

PEARLINE M. HONG, ESQ.
NABINA SINHA, ESQ.
U.S. Department of Justice
950 Pennsylvania Avenue,
N.W. - NYA
Washington, D.C. 20530

MATTHEW J. HORWITZ, ESQ.
United States Attorney's Office
221 East Fourth Street, Suite 400
Cincinnati, Ohio 45202

1 APPEARANCES (Continued):

2 For the Defendants:

3 MITCHELL D. McCRATE, ESQ.
4 Deputy General Counsel
5 Miami University
205 Roudebush Hall
Oxford, Ohio 45056

DANIEL J. BUCKLEY, ESQ.
ELIZABETH THYM SMITH, ESQ.
ERIN DWYER FRENCH, ESQ.
Vorys, Sater, Seymour & Pease LLP
301 East Fourth Street
Suite 3500, Great American Tower
Cincinnati, Ohio 45202

7 Court Reporter: Luke T. Lavin, RDR, CRR
8 Potter Stewart U.S. Courthouse
100 East Fifth Street, Room 103
Cincinnati, Ohio 45202
9 Telephone: (513) 564-7500

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P R O C E E D I N G S

(In Hogan-Porter Lawyers' Lounge at 4:35 PM. Present: Ms. Hong, Mr. Horwitz, Ms. Sinha, Mr. Buckley, Ms. French, Mr. McCrate and Ms. Smith.)

THE COURT: All right. Will you help Luke when he's ready in terms of indicating who is here on behalf of the United States, name and title.

MS. HONG: Pearline Hong on behalf of the United States.

MR. HORWITZ: Matthew Horwitz on behalf of the United States.

MS. SINHA: Nabina Sinha on behalf of the United States.

THE COURT: Do you need the spelling?

THE REPORTER: No, I'm good. Thank you.

THE COURT: Okay.

And on behalf of the University?

MR. MCCRATE: Mitchell McCrate, Deputy General Counsel for Miami.

MR. BUCKLEY: Daniel Buckley, Vorys Sater, for Miami.

MS. SMITH: Elizabeth Smith from the Vorys firm for Miami.

MS. FRENCH: Erin French, Vorys, Miami.

THE COURT: All right. We have gathered in the presence of the court reporter at the end of the day. We've

1 been engaged in settlement negotiations all day on the matter
2 of *Dudley versus Miami University*. We're now going to
3 memorialize what status is as to the University and the
4 government.

5 Who wishes to be heard?

6 MS. HONG: Your Honor, we've reached agreement to
7 report back to you by February 1st on the progress of our
8 settlement discussions.

9 THE COURT: Is that what you all wanted to
10 memorialize?

11 MS. SMITH: Yes.

12 MR. McCRATE: That's correct.

13 THE COURT: Is there anything further?

14 MR. BUCKLEY: No.

15 THE COURT: Are you prepared to respond to my inquiry,
16 have you made substantial progress and are you feeling good
17 about completing the agreement?

18 MS. HONG: We have made substantial progress, and we
19 hope that we are close to agreement or that we will be at
20 agreement very soon.

21 THE COURT: And on behalf of the University?

22 MR. McCRATE: That is correct, Your Honor. We've made
23 substantial progress, and we hope to be able to report to you
24 soon that we've reached an agreement.

25 THE COURT: Very well.

1 Thank you, Luke.

2 THE REPORTER: You're welcome, Judge.

3 THE COURT: We're going to go memorialize something in
4 the other room.

5 (Hogan-Porter Lawyers' Lounge proceedings concluded at 4:37
6 PM.)

7 (In chambers at 4:40 PM. Present: Ms. Colker, Ms.
8 Sjoberg-Witt, Mr. Goldstein, Mr. McCrate, Mr. Buckley, Ms.
9 French and Ms. Smith.)

10 THE COURT: Are you ready to go on the record?

11 THE REPORTER: (Nods head up and down.)

12 THE COURT: Before we do, would you help the court
13 reporter. They have entered their appearances. Would you tell
14 the court reporter your name and role and title.

15 MS. SJOBERG-WITT: Kerstin Sjoberg-Witt, spelled
16 K-e-r-s-t-i-n, last name S-j-o-b-e-r-g, hyphen, W-i-t-t. I
17 represent plaintiff Aleeha Dudley, and I'm going to speak first
18 about --

19 THE COURT: No, not yet.

20 MR. GOLDSTEIN: Daniel Goldstein of the law firm of
21 Brown, Goldstein and Levy on behalf of Aleeha Dudley.

22 MS. COLKER: Ruth Colker, that's C-o-l-k-e-r, and I
23 represent Aleeha Dudley.

24 THE REPORTER: Thank you.

25 THE COURT: All right. We're on the record in

1 chambers in the matter of *Dudley versus Miami University, et*
2 *al.* We have been engaged in settlement negotiations all day
3 with the government, the University, and the plaintiff, and it
4 is my sense that the parties have reached a comprehensive
5 settlement in principle. The substance of the consent decree
6 with the government needs to be massaged and finished.

7 Contingent upon the decree being fully achieved, the
8 plaintiff and the University have reached a settlement that the
9 lawyers are going to state the gist of on the record today.

10 Is that the plaintiff's understanding?

11 MS. SJOBERG-WITT: It is, Your Honor.

12 THE COURT: And the University as well?

13 MR. BUCKLEY: Yes, Your Honor.

14 THE COURT: All right. Let's hear the gist of the
15 settlement agreement. I understand plaintiff's counsel is
16 going to speak to some of the language in the consent decree,
17 and then defense counsel is going to reflect the gist of the
18 substantive agreement beyond the settlement -- beyond the
19 consent decree.

20 MR. BUCKLEY: That's correct.

21 MS. SJOBERG-WITT: Yes.

22 THE COURT: Very well.

23 MS. SJOBERG-WITT: So we made some agreements today
24 relating to Ms. Dudley's role in the consent decree and some
25 language changes pertinent to that.

1 So working off of a draft that was shared to us by Miami in
2 early January, I think on January 6 --

3 MS. FRENCH: Correct.

4 MS. SJOBERG-WITT: -- we agreed to accept changes in
5 paragraph 1 that were redlined by Miami.

6 We agreed to remove language in paragraph 2 starting with
7 "In her Complaint" continuing to the end of that paragraph, in
8 exchange for Miami removing all of paragraph 3 that they had
9 inserted in that draft.

10 Then moving to paragraph 17, we agreed to the language "the
11 United States, Miami and Ms. Dudley, in parentheses, as to
12 those provisions of this decree that apply to former students."

13 And to paragraph, it should be now, 66, "Dudley agree
14 that" -- oh, sorry.

15 MR. GOLDSTEIN: Close paren.

16 MS. SJOBERG-WITT: "Close paren."

17 "Dudley agree that it is in their interest, the United
18 States believes that it is in the public interest to resolve
19 this lawsuit without further litigation," and so on.

20 "According to the United States, Dudley and Miami, open paren,
21 the parties, close paren, agree to the entry of this consent
22 decree."

23 We agree to the additional language that was added by Miami
24 about only the United States having the power to seek
25 enforcement.

1 The rest of the paragraph as was proposed in the redline by
2 Miami was acceptable to us as well.

3 MS. SMITH: You did not mention, in the previous
4 paragraph, the agreement to dismiss President Hodge.

5 MS. SJOBERG-WITT: That's acceptable to us as well.
6 That was in paragraph --

7 MS. SMITH: 2.

8 MS. SJOBERG-WITT: -- 2.

9 MS. SMITH: Thank you.

10 MS. SJOBERG-WITT: Yes, in paragraph 2 the dismissal
11 of President Hodge is acceptable to plaintiff as well.

12 MS. SMITH: And there may be some more drafting that
13 needs to be done, but --

14 MS. SJOBERG-WITT: And we'll review the substance when
15 it happens.

16 MS. SMITH: Yes.

17 MS. SJOBERG-WITT: Those were the key things we wanted
18 to get.

19 And the last key thing is in paragraph 66. We agreed that
20 the -- we agreed to strike out "Dr. Hodge," but the remaining
21 part should read: Miami and Dudley have entered into an
22 additional agreement subject to the continuing jurisdiction of
23 the Court until fulfilled, and to which the United States is
24 not a party, that governs the payment of money to Dudley, other
25 release applicable to Dudley, and the release of Dudley's

1 claims against Miami.

2 THE COURT: Very well. Have we memorialized the
3 changes in the drafts of the consent decree that address the
4 role of the plaintiff as a party to the consent decree without
5 any enforcement ability?

6 From the plaintiff's perspective, have we?

7 MS. SJOBERG-WITT: I believe, as we just put on the
8 record, I think that has now been resolved.

9 THE COURT: Is that yes?

10 MS. SJOBERG-WITT: Yes.

11 MR. BUCKLEY: Yes, Your Honor.

12 THE COURT: Very well.

13 Mr. Buckley, you're going to flesh out the balance of the
14 gist of the agreement?

15 MR. BUCKLEY: Yes. Thank you very much.

16 As plaintiff's counsel referred to, there is an additional
17 settlement agreement. That settlement agreement is that the
18 parties have agreed, previously agreed, on expungement
19 language, and that will be incorporated specifically into the
20 settlement agreement. The damages amount payable to Aleeha
21 Dudley is a total of \$260,000, 108 of which is allocable to
22 tuition, fees and board payable as due, pursuant to a five-year
23 undergraduate program --

24 THE COURT: At?

25 MR. BUCKLEY: To the extent Miami --

1 THE COURT: At? Ohio State?

2 MR. BUCKLEY: I'm sorry. The Ohio State University.

3 THE COURT: Very well.

4 MR. BUCKLEY: All right.

5 -- up to \$50,000 of which -- and that is intended to be a
6 cap -- Miami will pay to the extent that student loans have to
7 be repaid to the federal government. The balance will be
8 payable to Ms. Dudley, and it will be characterized, as it is,
9 as pain and suffering.

10 The parties have agreed to discuss a sharing -- sharing the
11 risk of additional tuition and fee increases. The parties have
12 agreed that Miami will pay attorneys' fees to Ms. Dudley's
13 counsel in the amount of \$240,000. All of this is contingent
14 on the final consent decree, and Ms. Dudley has a right to
15 review that decree.

16 I think I've covered everything.

17 MR. GOLDSTEIN: I have --

18 THE COURT: Very well. I would ask if Mr. Buckley has
19 stated the gist of the agreement or if it needs to be
20 supplemented.

21 From plaintiff's perspective?

22 MR. GOLDSTEIN: I have one small amendment. You said
23 260,000 payable to Ms. Dudley, and I would ask that -- I
24 believe our agreement is that it's 260,000 that is either
25 payable to Ms. Dudley or on her behalf.

1 MR. BUCKLEY: That is correct.

2 THE COURT: Very well. So has the gist of the
3 settlement agreement been stated on the record both by
4 plaintiff's counsel's reference to the changes in the consent
5 decree and in Mr. Buckley's representation as to the gist of
6 the separate settlement agreement?

7 Plaintiff?

8 MR. GOLDSTEIN: Yes, Your Honor.

9 THE COURT: University?

10 MS. SMITH: (Nods head up and down.)

11 MR. McCRATE: Yes, Your Honor.

12 MR. BUCKLEY: Yes, Your Honor.

13 THE COURT: Very well. I think it's an extraordinary
14 credit to you, all that you have achieved today. I would
15 propose to go off the record unless we need to put more on the
16 record.

17 Is there more to put on the record from the plaintiff's
18 perspective?

19 (Cellphone rings.)

20 MS. COLKER: Sorry.

21 MR. GOLDSTEIN: Not at this time, Your Honor.

22 THE COURT: The University's perspective?

23 MR. BUCKLEY: No, Your Honor.

24 THE COURT: Very well. We're off the record.

25 Thank you, Luke.

1 MR. BUCKLEY: I think the record should reflect the
2 Court's hard work.

3 MS. SJOBERG-WITT: Oh, absolutely.

4 MR. BUCKLEY: Thank you very much.

5 THE COURT: We're off the record.

6 (Proceedings concluded at 4:51 PM.)

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8 C E R T I F I C A T E

9 I, Luke T. Lavin, RDR, CRR, the undersigned, certify
10 that the foregoing is a correct transcript from the record of
11 proceedings in the above-entitled matter.

12
13 s/Luke T. Lavin
14 Luke T. Lavin
15 Official Court Reporter
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