

COURT OF CLAIMS OF OHIO

CHAKA PETERS
5713 Kings Hwy.
New York, NY 11203,

Plaintiff,

vs.

STATE OF OHIO
UNIVERSITY OF CINCINNATI
COLLEGE OF MEDICINE
231 Bethesda Ave.
Cincinnati, OH 45267,

Defendant.

Case No.

2016-00256

Judge

ORIGINAL

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COURT OF CLAIMS
OF OHIO
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COMPLAINT

Plaintiff Chaka Peters, for her Complaint against the State of Ohio and its University of Cincinnati College of Medicine, states as follows:

I. PRELIMINARY STATEMENT

1. This is a civil rights action arising out of the decision of the University of Cincinnati College of Medicine (UCCOM) to dismiss Ms. Peters from its medical education program prior to her receiving her MD. Specifically, Ms. Peters alleges that UCCOM violated her right under federal law to be free from discrimination on account of a perceived or actual disability.

2. In addition, this is a breach of settlement agreement case.

3. Ms. Peters seeks reinstatement into UCCOM, compensatory damages for the economic and non-economic injuries she suffered as a proximate result of Defendant's actions, costs, and reasonable attorney fees.

II. JURISDICTION AND VENUE

4. This Court has subject matter over this lawsuit pursuant to Ohio Revised Code Chapter 2743. Venue is proper in this Court pursuant to Ohio Revised Code Chapter 2743.

III. PARTIES

5. Ms. Peters has been a permanent resident of the United States since 1989 and currently resides in New York, New York. Ms. Peters is a qualified individual with a disability and/or handicap as those terms are contemplated by the Americans with Disabilities Act and Rehabilitation Act.

6. UCCOM is a State of Ohio publicly funded institution of higher education and a branch of the University of Cincinnati. UCCOM and/or the University of Cincinnati receive federal funds to assist in the financial support of their programs and operations.

IV. STATEMENT OF THE CASE

7. Ms. Peters began medical school at UCCOM in the fall of 2004. She was enrolled in a four year medical education program designed to award students with their MD (Doctor of Medicine) degree upon graduation.

8. After completing her first year of medical school at UCCOM, Ms. Peters began to struggle to complete her examinations in the time allotted and failed several classes during her second year.

9. Ultimately, during her time at UCCOM, Ms. Peters was diagnosed with Attention Deficit Hyper-Activity Disorder (“ADHD” or “ADD”). Ms. Peters immediately reported the diagnosis to UCCOM’s Disability and Accommodations Committee and was approved to receive extended time to complete her written examinations.

10. Ms. Peters’ first examination took place less than three weeks after her diagnosis while she was still adjusting to the Ritalin she had been prescribed for its control. She received 58 points out of the 60 that were required to pass the pediatrics exam.

11. Once she had adjusted to the medicine, Ms. Peters retook three exams which she had previously failed—Surgery, Internal Medicine Prof. Round, and Internal Medicine NBME Round—and passed each of them with scores significantly higher than she had attained previously: Surgery (51 to 61); Internal Medicine PR (48-62); and Internal Medicine NBME (61-70). She also easily passed a Radiology Examination with a score of 64 out of 50 necessary points.

12. Despite the considerable improvement in Ms. Peters’ academic performance following her diagnosis and treatment of ADD, on February 2, 2009, UCCOM’s Promotion Board unanimously recommended to dismiss Ms. Peters from the program because she failed her pediatrics examination.

13. Pursuant to the University’s written rules and procedures governing Academic Appeals, Ms. Peters formally appealed the Promotion Board’s decision to dismiss her from the

University. Ms. Peters stated that because her ADD was now being controlled with Ritalin, she would be able to pass the pediatrics exam as she had passed other recent examinations. To support her position, she submitted a letter from Dr. Krikorian in which he expressly attributed her academic difficulties to her recent diagnosis of ADD. She also informed the Academic Appeal Board that she was prepared to enroll in an outside program designed to help medical students with learning disabilities succeed in their course work.

14. Despite her request for reasonable accommodation in the form of an opportunity to retake her pediatrics examination, the Academic Appeal Board refused to allow her to retake the test and confirmed the Promotion Board's decision dismissing Ms. Peters from UCCOM. On March 25, 2009, David Stern, Dean of UCCOM, confirmed the Academic Appeal Board's decision and officially dismissed Ms. Peters from the institution.

15. Ms. Peters would have been able to successfully continue in UCCOM's program if she had been permitted to retake her pediatrics examination.

16. Ultimately, Ms. Peters filed a complaint in the United States District Court for the Southern District of Ohio styled, *Chaka Peters vs. University of Cincinnati College of Medicine*, Case No. 1:10-CV-00906, on December 17, 2010, for violations of the Americans with Disabilities Act and violations of the Rehabilitation Act of 1973 (hereinafter, the "2010 Lawsuit").

17. The parties settled the 2010 Lawsuit on March 28, 2013. A copy of the settlement agreement is filed herewith as Exhibit A to this Complaint. The settlement agreement provided for Ms. Peters to be re-admitted to UCCOM as a first year medical student starting in the fall of

2013 with all tuition paid by UCCOM. And, the settlement agreement provided for UCCOM to provide graduate student housing to Ms. Peters.

18. Ms. Peters re-entered medical school at UCCOM in the fall semester of 2013.

19. Pursuant to the settlement agreement, UCCOM provided Ms. Peters a housing unit that was unfit for occupancy for reasons that were completely beyond her control. UCCOM relocated her during the pendency of her first semester back at UCCOM. The relocation process was highly distracting and it unreasonably interfered with the accommodations required to make it possible for Ms. Peters to perform in medical school. The second housing unit that UCCOM provided pursuant to the settlement agreement was in a highly noisy and distracting location and was not appropriate for a student with ADD. It was unreasonable for UCCOM not to provide housing in a quiet, less distracting part of its graduate student housing facilities. These distractions negatively affected Ms. Peters' ability sleep and study, causing her grades to suffer.

20. During the 2013-2014 school year, in an attempt to accommodate Ms. Peters' ADD, UCCOM had Ms. Peters to take a number of her important tests in a separate room. The room was supposed to be free of unreasonable distractions. It was not. Consequently, because of Ms. Peters' disability coupled with these distractions, her grades on exams suffered.

21. Ultimately, due to the excessive and unreasonable distractions imposed upon Ms. Peters, she failed to meet the academic standards necessary to be promoted to the second year of medical school at UCCOM and she was dismissed from the program late in 2014. She appealed this decision through to the exhaustion of UCCOM's internal appeal processes, but UCCOM refused to accommodate her disability and give her the opportunity to retake exams in quiet, distraction-limited rooms. But for her disability, she would not have been dismissed from the

program by UCCOM. Indeed, UCCOM's unreasonable failure to accommodate her disability was the sole reason that she was dismissed from the program.

22. As a direct and proximate result of UCOMM's refusal to grant her a reasonable accommodation for her disability and its decision to dismiss her from the program because of her ADD and/or other perceived psychological issues, Ms. Peters has suffered economic damages in the form of lost tuition and fees paid to UCCOM, lost future earnings, and injury to her reputation.

V. STATEMENT OF THE CLAIMS

Counts 1 & 2: 42 U.S.C. § 12132 & 29 U.S.C. § 794 - Failure to Accommodate

23. Plaintiff incorporates paragraphs 1 through 22 as if fully rewritten herein.

24. UCCOM violated Title II of the Americans with Disabilities Act and Section 504 Rehabilitation Act when it failed to accommodate her disability and/or handicap (ADD) by failing to provide her limited distraction housing.

25. UCCOM violated Title II of the Americans with Disabilities Act and section 504 of the Rehabilitation Act when it failed to accommodate her disability and/or handicap (ADD) by failing to provide her a limited distraction testing environment.

Counts 3 & 4: 42 U.S.C. § 12132 & 29 U.S.C. § 794 - Discrimination on Account of Actual Disability

26. Plaintiff incorporates paragraphs 1 through 25 as if fully rewritten herein.

27. UCCOM unlawfully discriminated against Ms. Peters in violation of Title II of the Americans with Disabilities Act and Section 504 Rehabilitation Act by dismissing Ms. Peters from the institution on account of her disability and/or handicap (ADD).

Counts 5 & 6: 42 U.S.C. § 12132 & 29 U.S.C. § 794 - Discrimination on Account of Perceived Disability

28. Plaintiff incorporates paragraphs 1 through 27 as if fully rewritten herein.

29. UCCOM unlawfully discriminated against Ms. Peters in violation of Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act by dismissing Ms. Peters from the institution because it regarded her as disabled and/or handicapped.

Count 7 – Breach of Settlement Agreement

30. Plaintiff incorporates paragraphs 1 through 29 as if fully rewritten herein.

31. At all relevant times, Plaintiff substantially performed all of her obligations pursuant to the settlement agreement.

32. UCCOM breached the settlement agreement by providing Ms. Peters housing that was not suitable for a graduate level student.

33. As a result, Ms. Peters was not provided the benefit of her contracts with UCCOM and has been damaged in an amount to be proven at trial.

Count 8 – Breach of Settlement Agreement

34. Plaintiff incorporates paragraphs 1 through 33 as if fully rewritten herein.

35. UCCOM breached the settlement agreement by providing Ms. Peters housing that was unreasonably distracting in that UCCOM unreasonably exercised its contractual discretion in a way that failed to accommodate Ms. Peters' disability (ADD).

36. As a result, Ms. Peters was not provided the benefit of her contracts with UCCOM and has been damaged in an amount to be proven at trial.

Count 9 – Breach of Settlement Agreement

37. Plaintiff incorporates paragraphs 1 through 36 as if fully rewritten herein.

38. UCCOM breached the settlement agreement by failing to provide Ms. Peters a quiet room for taking all examinations.

39. As a result, Ms. Peters was not provided the benefit of her contracts with UCCOM and has been damaged in an amount to be proven at trial.

PRAYER FOR RELIEF

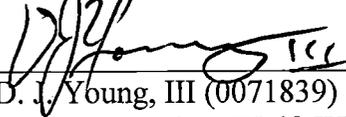
Wherefore, Plaintiff Chaka Peters demands judgment against Defendant University of Cincinnati College of Medicine as follows:

1. For an order directing UCOMM to reinstate Ms. Peters to its four-year medical degree program;
2. For an award of compensatory damages for Ms. Peters' economic injuries in an amount to be determined at trial;
3. For an award of compensatory damages for Ms. Peters' damage to her reputation in an amount to be determined at trial;

4. For an award of Ms. Peters' reasonable attorney fees and costs;
5. For an award of such other and further relief in law and equity to which Ms.

Peters is entitled.

Respectfully submitted,



D. J. Young, III (0071839)

Firestone, Brehm, Wolf, Whitney & Young LLP
15 West Winter Street
Delaware, OH 43015
(740) 363-1213
Fax (740) 369-0875
djyoung@fbylaw.com

**SETTLEMENT AGREEMENT, FULL RELEASE OF CLAIMS
AND COVENANT NOT TO SUE**

This Settlement Agreement, Full Release Of Claims And Covenant Not To Sue (hereinafter referred to as this "Agreement") is made and entered into by and between Chaka Peters and the University of Cincinnati, a state institution of higher education operated under chapter 3361 of the Ohio Revised Code.

DEFINITIONS

1. "The University" means the University of Cincinnati, a state institution of higher education operated under Chapter 3361 of the Ohio Revised Code, its College of Medicine, its Board of Trustees, successors and assigns, former and current employees, agents, officers, representatives, insurers and attorneys.
2. "Plaintiff" means Chaka Peters and all of her heirs, representatives, administrators, executors, agents, assigns and attorneys.
3. "The Lawsuit" means *Peters v. University College of Medicine*, Case No. 10cv906, United States District Court, S.D. of Ohio, W.D.

RECITALS

WHEREAS, Plaintiff filed the Lawsuit alleging *inter alia* that the University unlawfully discriminated against and failed to accommodate her in violation of Title II of the Americans With Disabilities Act, 42 U.S.C. §12132, and the Rehabilitation Act, 29 U.S.C. §794;

WHEREAS, the University denies any wrongful conduct and liability whatsoever to Plaintiff arising out of Plaintiff's matriculation at and dismissal from the University, as well as all allegations set forth in the Lawsuit;

WHEREAS, the Parties are desirous of avoiding further litigation and controversy and of fully settling and compromising any and all claims and issues that were raised or that could have been raised in the Lawsuit, or which Plaintiff has, or may have, against the University arising out of, or in any way related to, Plaintiff's matriculation at and dismissal from the University;

WHEREAS, the Parties agree that no part of this Agreement is an admission by the University of any wrongful conduct or liability on the part of the University, and the Parties further agree that no part of this Agreement can be used as evidence of any wrongful conduct or liability on the part of the University.

AGREEMENT

THEREFORE, it is agreed as follows by and between Plaintiff and the University, in consideration of the above premises and the mutual promises exchanged herein:

1. **SETTLEMENT TERMS AND CONSIDERATION.** The following are the terms of and consideration for this settlement.

- a. The above Recitals are material terms of this Agreement.
- b. Within seven (7) days of the effective date of this Agreement, the University shall re-admit Plaintiff as a student in its College of Medicine.
- c. Except to note her re-admission, the Parties agree that Plaintiff's academic records currently on file with the University shall not be altered or changed in any way, and they shall remain as part of Plaintiff's permanent record. Moreover, the Parties agree that Plaintiff's permanent record shall accurately reflect the entirety of Plaintiff's performance in the University College of Medicine's educational program, including but not limited to the Medical School Performance Evaluations, all other evaluations, all transcripts, all grades from all courses, the recommendation for dismissal, her reinstatement and the clerkships taken at the College of Medicine.
- d. As set forth in Paragraph 1(b), above, Plaintiff shall be allowed to matriculate at the University's College of Medicine and, beginning in August, 2013, she shall be allowed to commence school as a year 1 student as though she had never previously attended. Plaintiff shall commence her enrollment by attending the standard orientation and taking classes as any other first year student.
- e. While the Plaintiff is enrolled as a student in the University's College of Medicine, the University shall waive all "instructional fees" and the "non-resident surcharge" for a period of four (4) years as defined in the University's published fee schedule for any and all courses or rotations that Plaintiff takes as a medical student. Such waivers shall be characterized as a scholarship. Plaintiff is responsible for purchasing all of her text books and required course materials of any kind and, other than those fees and the surcharge that the University shall waive as set forth above, all other fees or costs.
- f. The University agrees that, while Plaintiff is enrolled as a student at the University's College of Medicine, it shall provide University owned housing for a period of four (4) years to Plaintiff at no cost to her, to the extent

possible in a type of housing suitable for a graduate-level student. Plaintiff acknowledges and agrees that the University has sole discretion in determining the location of the housing provided to Plaintiff, and she acknowledges and agrees that she must abide by and follow the University's rules and regulations that govern the University's housing. Further, Plaintiff acknowledges and agrees that, upon either dismissal or graduation from the College of Medicine, the University's obligation to provide University housing to Plaintiff at no cost to her terminates, and Plaintiff is required to vacate the housing within 7 days after dismissal or graduation.

- g. For written examinations constructed by the University's College of Medicine, the College of Medicine will permit Plaintiff to have 50% more time to complete those written examinations than the College of Medicine has allotted for their completion (as it does with all similarly-situated students who request accommodation) and the College of Medicine shall permit Plaintiff to take examinations in a quiet room separate from a large-group setting. (For example, if the College of Medicine allows 2 hours to complete a written examination it has constructed, upon written request Plaintiff shall be allowed 3 hours to complete the examination.) However, the Parties acknowledge and agree that Plaintiff will not be provided additional time to take practical and oral examinations.

With respect to examinations constructed by the National Board of Medical Examiners ("NBME") not used in the College of Medicine curriculum and United States Medical Licensing Examination ("USMLE"), additional time allotted to Plaintiff to complete those examinations, if any, will be done in accordance with the respective rules and guidelines of the NBME and USMLE. With respect to the USMLE examinations or any licensing examinations, the University's College of Medicine will cooperate with Plaintiff in connection with any requests she makes for accommodations.

Plaintiff acknowledges that the University's College of Medicine will be utilizing certain NBME examinations in its curriculum. To the extent not prohibited by NBME, Plaintiff will be granted the same accommodations as set forth in paragraph immediately above. If regulated by the NBME, the University's College of Medicine will cooperate with Plaintiff in connection with any requests she makes for accommodations.

Moreover, consistent with the second and fourth Whereas recitals, above, and Section 6, below, the Parties agree that these terms are not an admission on the part of the University that Plaintiff is suffering from a disability as that word is used and defined under Title II of the Americans With Disabilities Act, 42 U.S.C. §12132, and the Rehabilitation Act, 29 U.S.C. §794.

- h. Plaintiff shall be subject to all rules, regulations, policies, guidelines and procedures that are applicable to any student at the University, including, but not limited to, the University College of Medicine's Academic Performance Standards, Grading Policies, Guidelines for Promotion Boards, and Guidelines for Academic Appeal Boards.
- i. Plaintiff acknowledges and agrees that, should she fail to meet the standards of performance set forth in the rules, regulations, policies, guidelines and procedures of the University, she shall be subject to academic probation, dismissal and any other outcome or remedy set forth in the rules, regulations, policies, guidelines and procedures.
- j. The faculty and administrative staff of the University's College of Medicine will provide the same level of support to Plaintiff as it provides its other medical students. Plaintiff acknowledges and agrees that it is her responsibility to participate fully in all activities of the medical education program, remain fit for duty at all times, seek out assistance if she encounters any academic or other difficulties, and comply with and follow any written recommendations provided by any advisors or others from whom she seeks assistance. To the extent that Plaintiff is uncertain regarding whether she is to comply with and follow any recommendations, described anywhere in this paragraph, she must obtain clarification on this issue from the Associate Dean for Student Affairs and Admissions; and the Associate Dean shall memorialize the clarification in writing to Plaintiff. Further, Plaintiff acknowledges and agrees that her failure to comply with and follow the advice of the College of Medicine's academic support advisors or others from whom she seeks assistance is a material breach of this Agreement, and, if she fails to comply or follow that advice, she shall be subject to the outcome or remedy, including dismissal, deemed appropriate by the College of Medicine.
- k. Plaintiff acknowledges and agrees that, if she does not succeed and does not complete the program of medical education at the University's College of Medicine, there are no other degrees awarded for partial completion. Further, Plaintiff acknowledges and agrees that, if she is dismissed from the College of Medicine for any reason, she will be ineligible to apply again for admittance to the College of Medicine.
- l. As fully set forth in paragraph 4 below, Plaintiff fully releases the University of any and all claims which in any way relate to her matriculation or dismissal from any University academic programs.
- m. Within 30 days of the execution of this Agreement, the University shall pay Plaintiff forty-five thousand dollars (\$45,000.00).

- n. The Parties to this Agreement agree that, within seven (7) working days of execution of this Agreement, a stipulated dismissal with prejudice of the Lawsuit shall be filed with each party bearing her/its own costs, expenses and attorneys fees.
- o. The Parties to this Agreement acknowledge and agree that the consideration for this Agreement is adequate.

2. **UNITED STATES MEDICAL LICENSING EXAMINATION.** Plaintiff acknowledges and understands that the University's College of Medicine requires that she successfully complete certain steps of the USMLE to be able to continue in her course of study at and graduate from the College of Medicine. Plaintiff acknowledges and agrees that her successful completion of the USMLE's steps is not a term of this Agreement, and the College of Medicine has no liability should she not be able to successfully complete the USMLE's steps.

3. **PLAINTIFF'S MATRICULATION INTO RESIDENCY PROGRAM NOT A TERM OF THIS SETTLEMENT.** Should Plaintiff successfully complete the University's College of Medicine's program of medical education and be awarded a Doctor of Medicine degree, the College of Medicine shall make a good faith effort to assist Plaintiff in securing a residency position as it does for all of its students. However, Plaintiff acknowledges and agrees that her obtaining a residency position is not a term of this Agreement, and the College of Medicine has no liability should she not be able to successfully matriculate into a residency training program either through the National Residency Matching Program or through any other means.

4. **FULL RELEASE BY PLAINTIFF.** In consideration of the promises set forth above, the receipt and adequacy of which is hereby expressly acknowledged, Plaintiff hereby releases the University, its agents, board of directors, officers, partners, employees, legal counsel, attorneys, successors and assigns from any and all claims of any kind which now or may have against the University, by reason of any matter, cause or thing which has occurred prior to the execution of this Release. Without limiting the generality of the foregoing, Plaintiff understands that she is releasing any and all claims against the University which relate in any way to her matriculation or dismissal from any academic program with the University. Such released claims include, without limitation, any and all claims of discrimination on the basis of race, sex, sexual harassment, religion, creed or national origin under the Civil Rights Act of 1964, as amended, or on the basis of disability or failure to accommodate under Title II of the Americans with Disabilities Act, the Rehabilitation Act and any and all claims of discrimination on the basis of race, sex, sexual harassment, creed, national origin, age, religion and disability under any and all applicable statutes, County/City statutes and ordinances; any other claims of discrimination or failure to accommodate under local, state or federal law, regulation or Executive Order; any claims in contract or tort, no matter the legal theory of requested relief or remedy, including, but not limited to, claims for breach of contract, claims for defamation, libel, slander or tortious interference; negligent or intentional infliction of emotional distress, and misrepresentation or fraud; any claims for lost wages or tuition, benefits, expenses,

compensatory or punitive damages, attorney's fees and all claims for any other type of damage or relief.

5. **TAX CONSEQUENCES OF AGREEMENT.** Plaintiff acknowledges and agrees that she is solely responsible for any tax liabilities and consequences that may result from the receipt of the payment of forty-five thousand dollars (\$45,000.00), the waiver of "instructional fees" and "non-resident surcharges" and the receipt of University housing at no cost to her, and she agrees to indemnify, defend and hold the University harmless from and against any and all claims based on or arising out of any tax liability for the payment and/or waiver.

6. **NO ADMISSION OF LIABILITY.** It is understood and agreed that the consideration received by Plaintiff is a compromise of disputed claims in order to avoid the risk, inconvenience, and expense of litigation. The University denies any and all liability or wrongdoing.

7. **COVENANT NOT TO SUE.** Plaintiff agrees that she will not commence litigation against the University in any Court based on claims and/or factual allegations that were made or could have been made in the Lawsuit.

8. **HOLD HARMLESS.** Plaintiff agrees to hold the University harmless for any claims brought by any person or entity that in any way relate to the claims and/or factual allegations that were made or could have been made in the Lawsuit.

9. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the internal substantive law of the State of Ohio.

10. **ENTIRE AGREEMENT.** Both Parties to this Agreement acknowledge that the Parties are entering into this Agreement in good faith and of their own free will and that no other party or agent or attorney of any other party has made any promises or representations, express or implied, written or oral, not contained herein to induce any other party to execute this instrument or any other document referred to herein, and that this Agreement constitutes the entire agreement and understanding between them. No waiver, modification, or termination of the terms hereof will be valid unless in writing signed by the party to be charged. The Parties to this Agreement further acknowledge that they read and understand the terms of this Agreement, and acknowledge that they were adequately represented and advised by their independent counsel.

11. **REVIEW BY LEGAL COUNSEL.** Both Parties to this Agreement have had an opportunity for their legal counsel to review this Agreement, and are relying on the advice of their own legal counsel.

12. **APPROVAL BY THE OHIO ATTORNEY GENERAL AND UNIVERSITY OFFICER WITH CONTRACTING AUTHORITY.** The Parties acknowledge that this Agreement is subject to and contingent upon the approval of the Ohio Attorney General and an officer of the University with contracting authority.

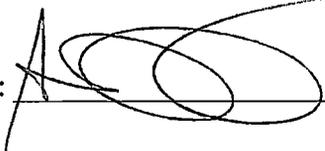
I, **Chaka Peters**, further state that I have carefully read the Settlement Agreement, Full Release Of Claims And Covenant Not To Sue and know the contents thereof, and I sign the same as my own free act.

Chaka Peters 3/28/2013
Chaka Peters

I, ANDREW FILAK JR, a representative of the University of Cincinnati, further state that I have carefully read the Settlement Agreement, Full Release Of Claims And Covenant Not To Sue and know the contents thereof, and I sign the same as my own free act.

Representative, University of Cincinnati College of
Medicine

Title: Senior Associate Dean for Academic Affairs

Name:  3/28/13

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March 25, 2016

Mark H. Reed
Clerk of the Ohio Court of Claims
Thomas J. Moyer Ohio Judicial Center
65 South Front Street – Third Floor
Columbus, OH 43215

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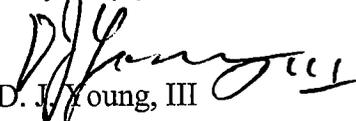
FILED
COURT OF CLAIMS
OF OHIO

Re: Chaka Peters v. State of Ohio/University of Cincinnati
New Case for Filing

Dear Mr. Reed:

Enclosed for filing is one original and five copies of the complaint and a check payable to the Ohio Court of Claims in the amount of \$25.00 for filing fees. Also enclosed is a self-addressed envelope. Please file the complaint and serve it upon the Ohio Attorney General and the University of Cincinnati. Please return one file-stamped copy of the complaint to me in the self-addressed envelope. If I have submitted too many copies of the complaint, please discard the extras. Please do not hesitate to call me if you have questions. Thank you.

Very truly yours,


D. J. Young, III

Encls.