

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

SPENCER ANDERSON,

Plaintiff,

v.

DAVID T. HARRISON, individually
and in his official capacity as President
Columbus State Community College
President's Office, Main Campus Fr-117
550 E. Spring Street
Columbus, OH 43215;

DEBORAH HEATER, individually and
in her official capacity as Vice President
of Human Resources
Columbus State Community College
Main Campus Rh-115
550 E. Spring Street
Columbus, OH 43215; and

STEVEN ZELENKA, individually and in
his official capacity as Office Associate in
the Department of Human Resources
Columbus State Community College
Main Campus Rh-115
550 E. Spring Street
Columbus, OH 43215,

Defendants.

Case No. 2:13-cv-00838

Hon. Michael H. Watson
Hon. Terence P. Kemp

SETTLEMENT AGREEMENT

This settlement agreement ("Settlement Agreement") is entered into by the Plaintiff and the Defendants in the above-captioned case, in the capacities denoted in the caption above.

WHEREAS, Plaintiff filed a verified complaint in Case No. 2:13-cv-00838 in the United States District Court for the Southern District of Ohio on August 26,

2013, against Defendants, officials of Columbus State Community College (“College”), seeking injunctive, declaratory, and monetary relief for the violation of his rights under 42 U.S.C. § 1983 and the First and Fourteenth Amendments to the United States Constitution.

WHEREAS, Plaintiff challenged the constitutionality of Defendants’ Guidelines for Solicitation of Employees of Columbus State Community College (“Solicitation Policy”). A copy of the Solicitation Policy is attached as Exhibit 1.

WHEREAS, Plaintiff alleged that the Solicitation Policy regulated the ability of College students to speak spontaneously and anonymously on campus and restricted the location of their expressive activities to two speech zones.

WHEREAS, the Plaintiff and the Defendants desire to avoid protracted litigation and the necessity of a trial, they have negotiated this Settlement Agreement, which memorializes their release of any claims they have or could have against each other and which compensates Plaintiff for the release of all claims he could have based on the allegations in his Complaint.

NOW THEREFORE, in consideration of these premises and the agreements described below, Plaintiff and Defendants agree as follows:

1. On September 19, 2013, the College, through its Board of Trustees, adopted a new policy governing speech on campus entitled, Public Use of College Outdoor Areas. A copy of the Public Use of College Outdoor Areas policy is attached as Exhibit 2.
2. Defendants will publish the Public Use of College Outdoor Areas policy

to students on the College's website and other relevant student publications.

3. Defendants agree not to enforce the challenged provisions of the former Solicitation Policy.

4. In satisfaction of Plaintiff's claim for attorneys' fees and costs under 42 U.S.C. § 1988 and Fed. R. Civ. P. 54(d), Defendants agree to pay Plaintiff's counsel thirteen thousand five hundred twelve dollars and one cent (\$13,512.01). Defendants will deliver this sum to Matthew Burkhart, James E. Arnold & Associates, LPA, 115 W. Main Street, Fourth Floor, Columbus, Ohio 43215, within ten (10) days of execution of this Settlement Agreement by the Plaintiff and all Defendants.

5. It is understood that Defendants, by entering into this Settlement Agreement, are not admitting any liability whatsoever with respect to Plaintiff's actions or Defendants' Solicitation Policy and/or by any person, employee, agent, representative, or trustee of the College. Rather, Defendants are simply compromising to resolve a disputed claim.

6. It is further understood that Plaintiff, by entering into this Settlement Agreement, is not providing any assurance or certification that all aspects of Defendants' Public Use of College Outdoor Areas policy fully comply with the U.S. Constitution, or federal or state law. Rather, Plaintiff is simply compromising to resolve a disputed claim.

7. This Settlement Agreement is made in full satisfaction of Plaintiff's claims contained in his Verified Complaint.

8. Plaintiff releases all Defendants from all claims or actions arising out of the facts that are the subject of this lawsuit.

9. Pursuant to this Settlement Agreement, Plaintiff will file a voluntary dismissal with prejudice five (5) days after Plaintiff's counsel receives the payment described in ¶ 4 of this Settlement Agreement. Except for the provisions of ¶ 4 of this Settlement Agreement, each party is to bear its own costs and attorneys' fees. At the time of execution of this Settlement Agreement, Plaintiff acknowledges that the only obligation on Defendants' part that remains outstanding is the payment of attorneys' fees as reflected in ¶ 4 of this Settlement Agreement.

10. Plaintiff and Defendants agree that this Settlement Agreement is to be signed by the parties named below. It is understood and agreed that this Settlement Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes. A faxed or photocopied signature hereon shall be as valid as an original.

11. Plaintiff and Defendants acknowledge to each other that each of them has read the full contents of this Settlement Agreement, has consulted with counsel regarding the terms contained herein, understands that this Settlement Agreement constitutes a contract, and enters into this Settlement Agreement voluntarily.

//

//

//


//

PLAINTIFF:

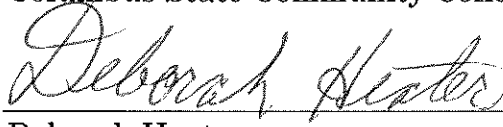
Spencer Anderson

Date

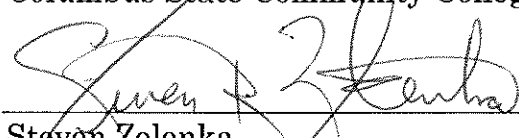
DEFENDANTS:


David T. Harrison *KH*
President
Columbus State Community College

10/4/13
Date


Deborah Heater
Vice President of Human Resources
Columbus State Community College

10-4-13
Date


Steven Zelenka
Department of Human Resources
Columbus State Community College

10-03-13
Date

PLAINTIFF:



Spencer Anderson

9-9-13

Date

DEFENDANTS:

David T. Harrison
President
Columbus State Community College

Date

Deborah Heater
Vice President of Human Resources
Columbus State Community College

Date

Steven Zelenka
Department of Human Resources
Columbus State Community College

Date