

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

KIMBERLY CASH, et al.,)	
)	
Plaintiffs,)	
)	
v.)	1:17CV932
)	
GUILFORD COLLEGE and)	
THOMAS PALOMBO, in his)	
individual and official)	
capacity,)	
)	
Defendants.)	

CONSENT DECREE

This Consent Decree is made, subject to the court's approval, between the remaining Plaintiffs¹ and Defendant Guilford College ("Guilford" or "the College").

This Consent Decree resolves each of the remaining claims brought by the current and former student athletes in this action, including without limitation those pertaining to Title IX athletic participation opportunities, Title IX treatment and benefits, negligent infliction of emotional distress, and intentional infliction of emotional distress. Claims alleged by Kimberly Cash and Danny Cash ("the Coaches") were resolved previously and have been dismissed, (Doc. 25). Nothing herein is

¹ As stated herein, claims brought by Kimberly Cash and Danny Cash ("the Coaches") previously have been resolved.

intended to preclude Caitlyn Councilman or the College from participating in a matter currently pending before the Office for Civil Rights, no. 11-16-2325.

BACKGROUND

This action was filed on October 16, 2017, by two former coaches and a group of current and former female student athletes against the College and Thomas Palombo, formerly the College's Athletic Director. The student plaintiffs contend that they represent a class of current, prospective, and future female students at Guilford College who "participate, seek to participate and/or were deterred from participating in athletics" at Guilford College, who are "deterred from enrolling at Guilford College because it does not offer the sport in which they want to participate," and who are "denied, will be denied or have been denied equal treatment and benefits in athletics" at Guilford College. (Doc. 1.)

On January 17, 2019, Guilford College filed a Motion to Dismiss for Failure to State a Claim as to the claims for intentional and negligent infliction of emotional distress. (Doc. 9.) The College also filed an Answer to the Complaint on January 17, 2018. (Doc. 11.) Plaintiffs moved to extend the time to file their response to the motion to dismiss, (Doc. 14), and also moved to extend the time to amend their complaint, (Doc. 15). On February 7, 2018, the court allowed Plaintiffs'

motion for extension of time to respond to Guilford College's Motion to Dismiss to and including March 9, 2018. Following receipt of service, on February 13, 2018, co-defendant Thomas Palombo also moved to dismiss for failure to state a claim, (Doc. 20). Thereafter, on March 6, 2018, all Parties jointly moved to stay these proceedings pending mediation. (Doc. 21.)

This case has been stayed since March 14, 2018, when the court first entered an Order staying this action for 90 days to allow the Parties to participate in mediation, (Doc. 22). Jonathan R. Harkavy has facilitated discussions as the mediator. The Parties have filed periodic updates on progress in the mediation.

Through the mediation efforts, the Parties have successfully resolved the Coaches' claims (the Fifth, Sixth, Seventh, Eighth Claims for Relief in their entirety, and the Ninth and Tenth Claims for Relief with respect to the Coaches only). (See Doc. 1.) Pursuant to the agreement between the Coaches and the Defendants, a voluntary dismissal of those claims was filed on June 17, 2018. (Doc. 25.) This Consent Order pertains to the balance of the claims, which address athletic participation opportunities and resources for female student athletes at Guilford College. To assist in the mediation efforts, the Parties agreed to engage Mr. Timothy J. O'Brien, an

attorney with substantial experience in the management of athletics programs generally, and including Title IX issues specifically, as a neutral consultant.²

Following a thorough review of Guilford College's athletics program that included an extensive tour of campus and personal visits with the Athletic Director, the Senior Women's Administrator, the Faculty Athletic Representative, the College's President, the Title IX Coordinator, some coaches, counsel for both sides, and representatives of Plaintiffs, Mr. O'Brien created a draft proposed gender equity plan for the Parties' consideration and to facilitate additional discussion in mediation. The Parties resumed mediation with Mr. Harkavy on February 26, 2019, using Mr. O'Brien's proposal, in part, to help frame settlement negotiations. These mediated negotiations have led the Parties to agree to the following terms.

² Mr. O'Brien, an attorney with the law firm Libby, O'Brien, Kingsley & Champion, advises universities and conferences on topics including Title IX, NCAA rules compliance, eligibility, coaches' compensation, pay equity, harassment, hazing, and disability discrimination issues. He provides training for institutions and conferences on all sports and employment law subjects. He has participated in and moderated programs for the ABA, the NCAA, athletic conferences and educational institutions on many sports law topics involving athletic departments. He is an editor of a daily website focusing on topical collegiate sports business news and issues: www.collegesportsbusinessnews.com.

TERMS

I. ACCOMMODATION OF ATHLETIC INTERESTS AND ABILITIES.

A. Women's Varsity Swim, Track and Field, Cross-Country and Tennis Teams

1. To support growth in the roster size of these existing varsity teams, the College will allocate \$10,000.00 each year for the 2019-2020 and 2020-21 academic years to be divided among these teams for purposes of publicizing and recruiting additional women student athletes. This amount will be an addition to the teams' regular annual budgets. Allocation amounts per team of this additional money will be determined by the Athletic Director and the Senior Women's Administrator based on consultations with the head coach of each of these teams, and with the advice of the EAC (defined in section II(J), infra).

2. The head coach of each of the above-referenced teams will develop an annual recruitment plan for each academic year beginning in academic year 2019-20 and continuing until academic year 2023-24. Each head coach of the above-referenced teams will be evaluated in part on his or her team's progress towards its recruitment goals.

3. A presumptive recruiting goal for each team will be to increase roster size to the current average roster size of teams in that sport within Division III of the ODAC. Although it is not required that each team achieve its goal within the first two years,

progress toward those numbers will be expected on an annual basis, unless the College can show that there is insufficient participation interest from the student population.

4. The head coach of each of the above-referenced teams will meet with the Athletic Director and the Senior Women's Administrator three times over each of the next two academic years to discuss the team's recruitment efforts and progress. The Athletic Director will provide an annual report regarding each of the above-referenced teams' recruitment efforts and progress, which report will be provided to the President and shared with the EAC.

B. Women's Developmental Varsity Rugby Team

1. Beginning with the 2019-20 academic year, Guilford will secure a Women's Rugby Coach to recruit and coach a women's developmental rugby team in 2019-20 and, provided the conditions below are met, a women's varsity rugby team as early as 2020-2021.

2. The College will actively support recruiting and publicity efforts with respect to its Women's Rugby team with a goal of establishing a roster of at least 20 players by the end of the 2020-21 academic year, or sooner, if possible.

3. The Rugby Coach's performance in both 2019-20 and 2020-2021 will be evaluated, in part, on the coach's diligence with respect to recruiting efforts. The coach will be provided a

reasonable travel and expense budget to facilitate recruiting. The amount of the budget will be determined by the College President after review of a proposed recruiting plan and discussion with the Athletic Director and the Senior Women's Administrator.

4. The College will secure the equipment necessary to train and compete on the varsity level in 2019-2020 academic year.

5. The College will ensure that a suitable pitch that is safe for practices and competitions is developed. and maintained, preferably on campus in 2019-2020 academic year.

6. As soon as a sufficient number of players has been recruited to play, the College will begin building a competitive schedule with other varsity (and, if necessary, club) teams located within a reasonable geographic radius around Greensboro, North Carolina. The goal is for this step to occur during the 2019-20 academic year, but the Parties understand and agree that the timing of this step depends on the College's success with its recruiting efforts.

7. All members of the team must comply with NCAA rules, and players will be expected to attend practice and competitions pursuant to College requirements and NCAA regulations.

8. At the conclusion of the 2019-20 academic year, the rugby program will be reviewed to determine if sufficient interest exists to continue it at the varsity level. The key measure of interest will be the ability to recruit and sustain a roster of at least 20 players interested in playing at the varsity level.

9. It is anticipated that during the academic year 2019-20, much effort will be spent on recruiting and training the developmental team, although some competitions may occur. If sufficient interest exists at the end of the 2019-2020 academic year, the team will become a varsity rugby team for the 2020-2021 academic year, and the College will make good faith efforts to have a full competitive schedule.

10. During academic year 2019-20, the College will hire an additional member of the athletic training staff to ensure sufficient medical coverage of rugby practices and competitions.

11. Nothing herein shall require the College to continue the development and operation of a varsity women's rugby team if, despite good faith efforts, it is unable to: (a) recruit or have participate at least 20 members of the team by the end of academic year 2020-21; or (b) establish a competitive intercollegiate schedule by the end of academic year 2020-21.

12. The College will include in the team budget the cost of any tournament admission fee on behalf of the rugby team in an amount not to exceed \$300 per tournament.

13. For the 2019-2020 academic year, the College will include in the team budget \$250 toward the cost of officials for which the college team is responsible for each competition in which the team participates.

14. The women's rugby athletes will have access to a locker room just as all other varsity athletes do.

15. The College will make a good faith effort to promote women's rugby as a varsity sport and to encourage other Division III schools in the ODAC to sponsor women's rugby as a varsity sport beginning in 2019.

C. Women's Developmental Varsity Triathlon Team

1. Guilford College will apply for the USA Triathlon (USAT) Women's Triathlon Emerging Sport Grant as soon as possible. In the event that the College is successful in being awarded the grant, Guilford will comply with the terms of the grant and the actions below to develop a women's triathlon team.

2. During academic year 2019-2020, a coach or coaches will be obtained for the team. The coach (or coaches) will recruit and work with the College to publicize the varsity

triathlon team. The College will work with the coaches to secure the necessary equipment for intercollegiate varsity competition.

3. During the academic year 2020-2021, the women's varsity triathlon team will begin training and practice for competitive events. The team will compete as opportunities are available.

4. During the 2021-2022 academic year, assuming the team roster is at least 6 or more (or the then-average team size for NCAA Division III Women's Triathlon teams, whichever is less) the team will participate in a full competitive schedule.

5. Nothing herein shall require the College to continue the operation of a varsity women's triathlon team if, despite good faith efforts, it is unable to recruit and sustain a team of at least six (6) varsity athletes by academic year 2021-2022, or if it fails to be awarded the USAT grant.

D. Other Participation Opportunities for Female Athletes

1. Guilford will regularly assess the interest of its female student population through the use of survey instruments and other means as recognized pursuant to Title IX.

2. Should the Developmental Varsity Rugby Team and/or the Developmental Varsity Women's Triathlon Team be unsuccessful in achieving the necessary participation, Guilford will select another women's sport to replace the unsuccessful

developmental team for development to possible varsity status. Should both teams fail, Guilford will add two development teams which will follow the above rugby development plan in Section I(B), beginning in the semester following the determination that the team fails.

3. The determination that either team has failed will be made by the President, in her sole discretion, after consultation with the Athletic Director, the Senior Women's Administrator and the EAC. In selecting the next candidate for development, Guilford College's President will be informed by the surveys and other interest data collected, and she may seek input from the Athletic Director, the Senior Women's Administrator and the EAC, among others.

4. While the College aspires to the goal of substantial proportionality (prong 1) compliance with Title IX, the Parties recognize that there are other ways to comply with Title IX, that the College is a Division III school, that the College has limited resources, and that the College must ensure that it meets the educational needs of all of its students. Nevertheless, the College will work to increase participation opportunities for women and redouble its efforts to ensure gender equity in its athletics program.

II. TREATMENT ISSUES

The following are proposed actions that are designed to address concerns regarding various benefits and support services provided to the student-athletes. The College recognizes the multi-disciplinary experience of the EAC as a whole, and the President may, in her discretion, request advice from the EAC with respect to the issues that follow or any other issues that bear on gender equity in the College's athletics program.

A. Equipment and Supplies

1. By August 31, 2019, the College will develop a consistent approach across the entire athletics department for the use of institutional monies, fund-raising dollars and students' private funds to maintain, replace and acquire necessary apparel and equipment subject to the review and comment by the EAC. Approval for all purchases will be centralized to ensure screening for equity. To the extent student-athletes can purchase additional equipment at their own cost, that purchasing ability will be made available to the members of all teams on an equitable basis. To the extent some teams have relationships with commercial entities that allow them to secure equipment, uniforms or supplies at reduced cost, the fair market value of the equipment, uniforms and supplies will be considered when determining equal allocation of the budget for other teams that do not have this benefit.

2. In order to promote recruitment of female athletes to the swimming, tennis, track and field and cross country teams, an additional \$10,000 will be collectively allocated to those teams each year for two years as specified in section I(A)(1), above. This amount will be in addition to the teams' regular annual budgets. In addition, all members of the cross country and track and field teams will be provided with one pair of running shoes at the commencement of the 2019-2020 academic year.

B. Scheduling of Games and Practice Times

1. By August 31, 2019, the College will develop a policy to ensure the priority assignment of facilities for training and competition to the teams in season. The College will use the policy to develop a comprehensive schedule in advance of each season, identify any potential scheduling conflicts, and determine a gender-neutral way to resolve those conflicts. Particular attention should be given to the scheduling for volleyball and men's and women's basketball.

C. Travel and per diem Allowances

1. By August 31, 2019, the Athletic Director will develop a uniform and gender-equal policy covering dining arrangements and per diem allocations when teams are traveling. Efforts will be made to establish approved relationships with lodging vendors in locations frequently visited to ensure a consistent experience at a reasonable cost. Both men and women will

be treated equally when it comes to assigning athletes to rooms. In addition, objective and gender-equal rules will be established for when a team has permission to stay overnight when traveling. Coaches will be trained on the policy.

2. Transportation will be made available to off-campus practice facilities for those members of the track and field, triathlon and swim teams who request it.

D. Coaches

1. The College has hired a Director of the Track & Field who has years of experience with both men's and women's teams and has been repeatedly recognized for his successes. Two additional assistant coaches are currently assigned to the teams. As the track & field program grows in size, the Athletic Director will assess the need for additional coaches.

2. The College has also recently hired a Swimming Coach who has significant experience, and it has entered into an agreement with the Greensboro Aquatics Center to use its facilities for practices and competition.

3. The College agrees to arrange for specialized clinics and/or skills training for the Women's tennis team. Additional support will be provided to the Women's tennis coach, as identified by the Athletic Director, should the Women's tennis coach request it.

E. Locker Rooms, Practice, Competitive Facilities

1. The College has renovated its field house and constructed new locker rooms and other improvements that allow it to service all in season teams with locker rooms. Women's teams in season will have priority use of their designated locker-room including over visiting teams, visiting coaches and referees and game officials.

2. Softball: A new softball facility tentatively scheduled to be completed in Spring 2020 will allow the softball team to have locker rooms in closer proximity to their playing field. Until the softball facility is ready, the following actions will be taken to upgrade the student-athlete experience at the existing facility: (a) the College agrees to enhance the audio system to increase the clarity and volume of the system; (b) the College will conduct training for student workers to be attentive to the correct music and announcements to be played at different times during competition and to their other duties as announcers at the games; and (c) the College will assign its maintenance staff to provide regular maintenance and upkeep to the existing field on a schedule approved by the Athletic Director and the President. Softball players will be attended to with the same level of urgency and attention as injured athletes in other sports.

3. With respect to the "indoor" batting and pitching area used by baseball, the Athletic Director will ensure that regular and equitable hours are also assigned to the softball team until the new facility is available. Softball players will have equal access to this area during their scheduled time. Softballs will be provided and adequate storage space will be provided at the batting facility.

4. Tennis: The locker room currently used by the softball team will be cleaned, painted and reorganized to improve its use as a facility to support tennis and, if the head track and field coach believes it is necessary, to supplement the facilities provided to the track and field team.

5. Track & Field: By August 31, 2019, the College will evaluate other track & field facilities capable of hosting intercollegiate competition in the local area, determine if a different venue would be more appropriate for practice and to possibly host competitions, and decide whether it can afford to make a change. The College will also identify an area on campus to be used for training for jumps and throws.

6. Cross Country: The College agrees to maintain the existing course so that it is ready for varsity level competition during the season and capable of hosting the ODAC conference championship. On an annual basis, the College will

consider whether it is possible to make the cross country course compliant with NCAA regulations necessary to host an NCAA regional meet. The Parties recognize that the current configuration of the course does not allow for a start line sufficient to accommodate the number of teams that would be expected in an NCAA regional meet, and there is no obligation on the part of the College to change the current configuration of the course. Given the five-year term of this Consent Decree, and given that it is possible that circumstances may change in the future, however, the College agrees to review this issue annually, but nothing herein obligates the College to make any specific change to its cross-country course.

7. Swimming: During the 2019-2020 academic year, the swimming team will move to the world class facility at the Greensboro Aquatics Center. The College agrees to reserve lanes for training and ensure that all team members are aware of the schedule. It will also host its home meets at this facility. The College will provide transportation to and from the GAC for team members who request it.

F. Medical and Training Facilities and Services

1. Priority times for athletic training services for individual teams will be equitably assigned. Training will be provided to staff members on the equitable provision of all

services. With respect to strength and conditioning, teams will be equitably assigned times that they have priority access to the facility. Pre-practice access to the training room, to the extent it is sought by a particular team or teams, will be assigned equitably. All such decisions will be determined by the Athletic Director and the Senior Women's Administrator. Any disagreement among Guilford College personnel or committee members with respect to this, or any other provision of the Consent Decree, will be resolved by the President, whose decision is final.

2. There will be a trainer (other than the head trainer) designated to be the liaison for women's sports. This trainer will report both to the Head Trainer as well as the Athletic Director.

G. Publicity

1. The College agrees to ensure that the quality of event management and production is equitable across teams. Particular attention will be given to the equitable use of social media for both men's and women's teams. The College agrees to revisit its Athletic Department page on the website and to consider upgrades to the photography, video and print editing. The College further agrees to coordinate the presence of food trucks so that they are equally invited for men's and women's competitions. All student workers will be trained to put the same level of effort into their duties at all varsity competitions, regardless of which

team is playing and whether they are playing as the "home" team in an on-campus or off-campus facility.

H. Support Services

1. The College agrees to confer with the EAC at least once in Fall Semester and again in Spring Semester regarding ongoing athletic fundraising efforts, objectives and uses of fundraised dollars and to develop a uniform policy and approach to the same within the Athletic Department consistent with gender equity by the start of the 2020-21 academic year.

I. Recruiting of Student-Athletes

1. As indicated previously, during academic years 2019-20 and 2020-21, an enhanced investment will be made to aid in recruitment and participation of students in selected women's sports. Thereafter, the College agrees to allocate recruiting dollars to women's teams to continue the growth in participation of female athletes consistent with Title IX objectives.

J. THE EAC

Members of the EAC are appointed by the President and include at least the following:

The Athletic Director

The Senior Women's Administrator

The Faculty Athletic Representative

The Title IX Coordinator (or a designee from her staff)

At least two coaches from men's teams

At least two coaches from women's teams

Two current student athletes, one male and one female

There will be two seats allocated to Plaintiffs. The Parties agree that Taryn McFadden and Tess Stryk will fill those seats. Should either Ms. McFadden or Ms. Stryk, or both of them, desire a change, the President will appoint the replacement(s) from the group of named plaintiffs for the seat(s) vacated, subject to agreement by the vacating member(s), which agreement shall not be unreasonably withheld.

The Athletic Director with the assistance of the EAC will prepare a biannual progress report regarding compliance with the Consent Decree that will be given to the President in December and June of each academic year from 2019-2020 to 2023-24. The biannual progress report should highlight the steps taken during the year taken to comply with the Consent Decree and outline future plans for compliance. In June 2024, the composition and utility of the EAC will be reevaluated by the College.

K. Survey

The Athletic Director (AD) and Senior Woman Administrator (SWA) will develop a survey of athletic interests and abilities

to be administered to all incoming freshmen students annually during the College's new admission acceptance/orientation program. The initial administration of the survey will take place at the start of the 2019-20 academic year and will continue each academic year through 2023-24. The SWA will arrange for the administration of this survey. The results of the survey will be provided to the Director of Athletics and the SWA as soon thereafter as possible and will be included in a presentation to the EAC.

A different survey tool will be created using the same above procedure to gauge the interests of upperclassmen. This survey will also be administered once each academic year from 2019-20 to 2023-24. The results will be provided to the Director of Athletics and the SWA as soon thereafter as possible and will be included in a presentation to the EAC.

By August 2019, and annually thereafter, the Director of Athletics or her delegate will collect and analyze data regarding the competitive interests of female athletes in the geographic areas in which the institution primarily recruits its students. The results will be included in a presentation to the EAC.

During the 2019-20 academic year the Athletic Director will initiate discussions with the ODAC, its member institutions,

and/or others, to determine where shared interests may exist in the development of intercollegiate athletic opportunities for women. She will report to the EAC on the results of these efforts.

B. Annual Conference

The College will plan, coordinate and host a conference for young women athletes to promote gender equality in athletics, as well as the role of athletics in teaching leadership and teamwork. The President will invite members of the plaintiff class to assist with the conference, both with respect to the planning and the implementation of the event.

Following the conference the President will seek the advice of the EAC, among others, to determine whether to repeat the event (with or without modification) in future years. The President's decision regarding whether and how to repeat the event will be final.

M. Liaison

The College agrees to appoint Craig Eilbacher, former Interim Director of Athletics and current Faculty Athletic Representative, to act as liaison to the President during academic year 2019-20, for the purpose of facilitating communications between student athletes, coaches and other interested parties and the President's office with respect to the implementation and successful completion of undertakings referenced in this Consent Decree.

III. GENERAL PROVISIONS

A. Mutual Release

1. Each of the Parties, including Plaintiffs and both of Defendants, Guilford College and Torn Palombo, release each of the other Parties from all claims and causes of action that were asserted, or could have been asserted, against any of them, or that otherwise relate to this litigation, whether known or unknown, that arose or may arise up to the date of the court's final approval of this Consent Decree. Nothing herein is intended to release an action for breach of the terms of this Consent Decree, should a breach occur. However, prior to pursuing a claim for breach of this Consent Decree, Plaintiffs agree to notify Guilford College of their concerns in a writing directed to the President and to allow the College a period of at least thirty (30) days to cure the alleged breach.

2. In light of the investment that Guilford is making, Plaintiffs waive their claim for compensatory relief.

3. Attorney's fees. The College agrees to pay a determined amount to Plaintiffs' counsel as an accommodation to its current and former student plaintiffs. Plaintiffs hereby release both the College and Tom Palombo from any claim for additional attorney's fees or costs.

4. No party admits liability as a result of this Consent Decree; rather, this Consent Decree embodies a compromise that is intended to resolve the pending litigation between the Parties. Plaintiffs agree that, provided that the College complies with the requirements of this Consent Decree, Plaintiffs will not challenge the College's compliance with its Title IX obligations or otherwise pursue any claim that was alleged or that could have been alleged in the underlying civil action. Upon entry of this Consent Decree, Plaintiffs agree to dismiss with prejudice any remaining claims against Tom Palombo.

5. This Consent Decree shall remain in effect through academic year 2023-24.

6. The College shall not retaliate against any Plaintiff for having participated in this action.

7. The College agrees to pay the mediator's fee.

B. Financial or Operational Exigencies

1. The Parties recognize the challenges inherent in operating a private college in the current economic environment.

2. The Parties further recognize that Guilford College is a Division III school. Division III schools tend to be smaller, with fewer student athletes and typically fewer sports programs than Division I or Division II schools. They do not offer athletic scholarship money, and admissions standards

are set by the school rather than by the NCAA. Consequently, Division III athletes are held to the same overall academic standards as other students. While athletics are an important piece of the educational experience at Guilford College, athletics do not and cannot supplant the academic programming that is at the core of the College's mission.

3. Nothing herein is intended to require the College to take steps that would result in a reduction in its student population.

4. The Parties recognize that Title IX speaks to equal opportunities for men and women, and that the actions described herein are intended to facilitate efforts to ensure that women's athletics at Guilford receive the deliberate thought necessary to avoid unintentional imbalance. These actions are not intended to be punitive with respect to any group. However, given the finite resources of the College, resources may necessarily be reallocated. The College's President is in the best position to determine how the reallocation should occur, and the court will allow the President's reasonable, good faith decisions deference, consistent with the College's responsibilities to comply with Title IX.

5. Should the College determine that financial or operational exigencies exist that require the court to consider a modification of any or all of the steps contained herein then, in that event, the College may move this court for relief, which relief shall

be afforded upon a reasonable showing of such exigencies. The Parties agree that their intention is to strengthen and enrich the women's athletics program and that some flexibility may be necessary so as not to cause harm to the ability of the College to continue to provide educational opportunities to all of its students.

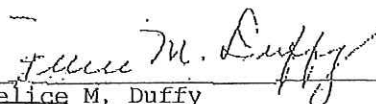
6. The Parties have entered into this Consent Decree voluntarily after consultation with counsel. The Parties enter into this Consent Decree in good faith and intend it to be implemented in good faith in furtherance of the goals of gender equity in the college's athletic program.


7. The court will retain jurisdiction over this matter for purposes of enforcing the terms of the Consent Decree. Provided that the College has complied with its terms, the remaining claims in this action will be dismissed in their entirety, with prejudice, at the conclusion of the 2023-24 academic year.

8. This Consent Decree may be executed in counterparts by original, facsimile, or electronic signature.

9. This Consent Decree embodies the entire agreement between the Parties concerning its subject matter and may not be modified except by order of the court or in writing signed by counsel for the Parties and approved by the court.

This the 30th day of April, 2019


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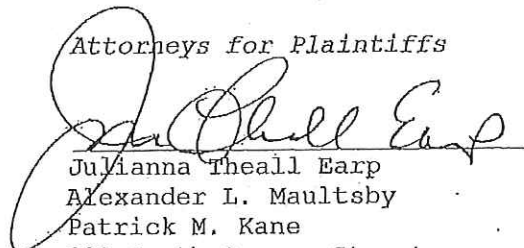

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Attorney for Defendants

IT IS SO ORDERED.

This the 3rd day of May, 2019.

William L. Ostling
United States District Judge