

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK**

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RAJAGOPALA SAMPATH RAGHAVENDRA
AKA RANDY S. RAGHAVENDRA,

Plaintiff,

-against-

THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK,
LEE C. BOLLINGER,
ROBERT KASDIN,
WILLIAM R. SCOTT,
KAREN A. FRY,

Defendants.

-----X

DECISION / ORDER

Recitation as required by CPLR 2219(a), of the papers considered in the review of this motion

Affidavits/Affirmations annexed: 1
Reply Affidavits/Affirmations: 2

Upon the foregoing cited papers, the Decision/Order on the motion is:

Defendant's motion to vacate the January 11, 2008 default judgment, is granted. However, the proposed amended complaint shall remain as amendment to pleadings "shall be freely given absent prejudice or surprise resulting from the delay" (see *Jerry Leske et al. v. Jesse J. Hynes*, 60 AD2d 564 [1st Dept. 1997]).

Any inquest clerk marking is hereby vacated and any judgment as a result of an inquest is vacated. A trial, on the merits, is strongly favored (see, *Framapac Delicatessen v Wolf*, 160 Ad2d 168 [1st Dept 1990]). Defendants' alternative motion to dismiss is denied.

Accordingly, it is ORDERED that defendants' Default is vacated; and it is further **ORDERED that the parties proceed to trial on September 24, 2009 at 9:30AM in Room 419. Discovery, if any, to be completed before that date set for trial.**

Dated: June 10, 2009

ORDERED

/s/ Joan M. Kenney

HON. JOAN M. KENNEY
Judge of the Civil Court

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK: PART 34

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RAJAGOPALA SAMPATH RAGHAVENDRA
a/k/a RANDY S. RAGHAVENDRA,
Plaintiff,

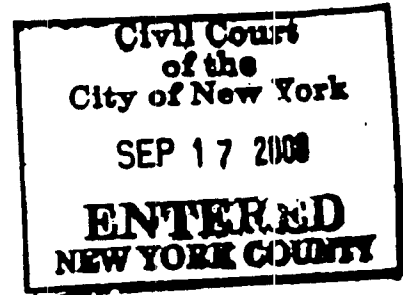
INDEX NO. 300427 TSN 2006

Mot. Cal. No. 10 of 8/27/08

-against-

DECISION/ORDER

THE TRUSTEES OF COLUMBIA UNIVERSITY,
LEE C. BOLLINGER, individually and as President
of Columbia University, ROBERT KASDIN, indiv-
idually and as Senior Executive Vice President of
Columbia University, WILLIAM R. SCOTT, indiv-
idually and as a Deputy Vice President of Columbia
University, and KAREN A. FRY, individually and as
an Assistant Vice President of Columbia University,
Defendants.



-----X
HON. MATTHEW F. COOPER, J.C.C.:

Recitation, as required by CPLR 2219(a), of the papers considered in the review of this Motion to:
enter a default judgment.

Papers

Numbered

Notice of Motion and Affirmation Annexed.....

1

Upon the foregoing cited papers, the Decision/Judgment on this Motion is as follows:

Plaintiff's motion is granted on default to the extent of finding defendants in default and ordering an inquest. Plaintiff is directed to serve a copy of this order with Notice of Entry upon defendants and the appropriate court clerk. Plaintiff is further directed to comply with the procedures for placing this matter on the inquest calendar, including payment of the appropriate fees, if any.

This constitutes the decision and order of the court.

DATED: September 17, 2008

MA

MATTHEW F. COOPER, J.C.C.



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ALYSSA F. BOMZEY
SHEILA S. HATAMI
JAMES A. ROWSELL
ANTHONY P. GIUSTINO
MARC J. LALENT#

OF COUNSEL
ADMITTED IN NY & NJ
ADMITTED IN NY & MASS

July 30, 2009

DEFENDANTS
ADMITTED
ONLY ONE
CASE WAS
SETTLED

Honorable Henry B. Pitman
Chief Magistrate, Judge
United States District Court
Southern District of New York
500 Pearl Street
New York, New York 10007
BY FAX AND U.S. MAIL

Re: Raghavendra v. The Trustees of Columbia Univ., et. al, 06 CV 6841 (P.A.C) (HBP)

Dear Judge Pitman:

This letter is to inform the Court that at a full-day mediation session on June 30, 2009, the Plaintiff, with our counsel, reached settlement of the above-captioned matter with the Defendants.

We therefore withdraw our motion to withdraw as counsel.

Thank you for your consideration in this matter. Should you have any questions, please contact the undersigned.

Very truly yours,

Sheila S. Hatami (N/A)
SHEILA S. HATAMI

CC: Ed Brill, Esq., Susan D. Friedfel, Esq., Proskauer Rose

INCOMPLETE Mediation/Arbitration Based (Arbitrator-Authorized) "Limited"*

**Terms of Settlement between Rajagopala S. Raghavendra ("Raghavendra") and
The Trustees of Columbia University in the City of New York ("Columbia")**

All claims are withdrawn with prejudice and any documents that are necessary to accomplish withdrawal will be executed by Raghavendra.

Columbia University will pay Raghavendra \$~~200~~,000 less applicable taxes and withholding as wages by certified mail at his PO Box on or before September 8, 2009. Columbia makes no allocation of the payment to the various causes of action.

**ANTI-BRIBING
CLAUSE**

There is an ongoing dispute between the Law Offices of Louis D. Stober, Jr. LLC and Raghavendra, to which Columbia University is not a party and which will not affect Columbia's obligation to make the \$~~200~~,000 payment described above.]

Raghavendra will release all claims against all defendants in all the actions and the EEOC Charge.

Raghavendra agrees not to disparage Columbia, Lee C. Bollinger, Robert Kasdin, William R. Scott, Karen A. Fry, Josepha Ienuso, and Susan Rieger.

Raghavendra agrees that he will keep the terms of the settlement confidential.

Raghavendra will be required to pay liquidated damages of \$~~100~~,000 if a court or arbitrator finds that there is a breach of the confidentiality or nondisparagement clause.

A neutral reference will be provided, which will include only Raghavendra's dates of employment, title and last salary, provided that Raghavendra instructs prospective employers to request references from the Associate Vice President for Human Resources or Peter Michaelides. Peter Michaelides will be instructed to respond to any requests for references by indicating that University policy requires all requests for references to be directed to Human Resources and will direct all requests to the Associate Vice President for Human Resources. Neither Mr. Michaelides nor the Associate Vice President for Human Resources will reveal the reasons for the termination of Raghavendra's employment.]

**RE-HIRING
CLAUSE**

The parties will enter into a formal settlement agreement embodying the terms set forth herein.

Columbia's counsel will provide to Raghavendra and his counsel in the 06 CV 6841 Action a draft of the formal settlement agreement by 10 a.m. Friday July 31, 2009.

R. S. Raghavendra
7/30/09

* - Pursuant to Mediation POLICY and as authorized by Arbitrator for Columbia AVOIDING \$200 MILLION DOLLARS (TEXACO Style) Class Action in EXCHANGE for (A) First EEO Promoting "Minority Employees Association" & Settlement of ONLY 06-cv-6841 WITHOUT prejudice to 3 Pro Se cases & attorney misconduct claims against 1-of-6-cases Stober; OR (B) Terms to be Finalized on Second Day of Arbitration with new attorney WITHOUT conflicts.

Raghavendra and his counsel in the 06 CV 6841 Action will deliver to counsel for Columbia the formal settlement agreement executed by Raghavendra and the Law Offices of Louis D. Stober, Jr. LLC by facsimile by 5 p.m. on Monday August 3, 2009 and will deliver four original copies of the executed formal settlement agreement, including executed copies of all exhibits by overnight mail to be delivered by August 5, 2009.

The terms set forth above are final and binding upon the parties.

ARBITRATION

CLAUSE



Martin F. Scheinman retains jurisdiction over the term sheet and any disputes regarding the language of the formal settlement agreement between Raghavendra and Columbia.

Dated: July 30, 2009

Signed: R.S. Raghavendra
Rajagopala S. Raghavendra

Signed: Donna P. Fenn
Donna P. Fenn
On behalf of The Trustees of Columbia University in the City of New York

Signed: Sheila S. Hatami
Sheila S. Hatami
On behalf of the Law Offices of Louis D. Stober, Jr. LLC

Signed: Edward A. Brill
Edward A. Brill
On behalf of Proskauer Rose LLP

Mediation To Avoid Multi-Million Dollar "Class Action Liability" For Columbia University: Discussion

Randy Raghavendra (rsraghavendra@yahoo.com)

lstober@stoberlaw.com;

shatami@stoberlaw.com;

RESCUE_Columbia_University@yahoo.com;

Tuesday, July 28, 2009 11:49 AM

July 28, 2009

To: Mr. Louis Stober, Esq.

Re: Mediation To Avoid Multi-Million Dollar "Class Action Liability" For Columbia University: Discussion

Attached is the REVISED and updated version of my discussion of the talking points at the Mediation on Thursday, 7/30/09, at 9:00AM at Proskauer Rose, LLP.

In the revised version, I have also included a whole paragraph on the potential civil rights "Class Action liability" (estimated in the \$150 to \$200 Million range) that Columbia is likely to face in the event I am NOT provided any meaningful relief under my current circumstances. **I think this is something that would be more appropriate for you (than me) to discuss with the Mediator.** I think it is important for us to make Columbia understand that it may not be in their best interest to "CORNER ME" without giving me any viable choices and FORCING me to fight back to the maximum.

Please let me know, should you have any other questions or comments.

Yours Truly,

Randy S. Raghavendra, M.E., M.B.A.
Founder, RESCUE Ad Hoc Committee
(516) 433-7265