

and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED AND DECREED:

II. Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §1332, and also has personal jurisdiction over Defendant. Defendant shall not challenge entry of the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. Statement of Purpose

2. By entering into this Consent Decree, the mutual objective of the Parties is for the Defendant to take all necessary actions to remove the disciplinary suspension from Plaintiff's academic record as if it never occurred, to the fullest possible and legal extent.

IV. Substantive Provisions

3. The Court declares that the investigation and procedures related to the disciplinary suspension Defendant imposed upon John Doe breached his contractual rights under Rhode Island law and that the suspension and all findings are hereby null and void and expunged from Plaintiff's record, as if they had never occurred.

4. Effective the date of entry of this Consent Decree by the Court, Defendant is ORDERED to vacate its disciplinary findings and the resulting sanction of suspension imposed against Plaintiff and expunge his record accordingly.

V. Confidential Settlement Agreement

5. The parties represent they have entered into a separate, confidential Settlement Agreement, the terms of which are not inconsistent with this Consent Decree. The parties stipulate that in the event of any conflict between the Consent Decree and the Confidential Settlement Agreement, the terms of this Consent Decree will control.

VI. Final Judgment

6. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the parties. The Court enters this judgment as a final judgment under Fed.R.Civ.P. 58. This judgment is without an award of costs under Fed. R. Civ. P. 54(d).

William E. Smith
Chief Judge
Date: November , 2018

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By his attorneys,

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November 1, 2018

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