

ORIGINAL



IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY,
PENNSYLVANIA
CIVIL ACTION – LAW

Michael J. McQueary,

Plaintiff,

vs.

The Pennsylvania State University,

Defendant.

Docket No. 2012-1804

Type of Case:
Whistleblower

____ Medical Professional Liability
Action (check if applicable)

Type of Pleading:
**Answer and New Matter to
Plaintiff's Complaint**

Filed on Behalf of:
Defendant, The Pennsylvania State
University

Counsel of Record for this Party:
Nancy Conrad, Esquire
White and Williams LLP
3701 Corporate Parkway, Suite 300
Center Valley, PA 18034
(610) 782-4909
conradn@whiteandwilliams.com
I.D. PA 56157

FILED FOR RECORD
2013 MAY 6 AM 9 58
CLERK OF COURT
CENTRE COUNTY, PA

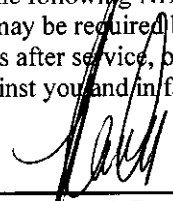
ORIGINAL

WHITE AND WILLIAMS LLP
Nancy Conrad, Esq.
I.D. No. PA 56157
3701 Corporate Parkway, Suite 300
Center Valley, PA 18034
610.782.4909/ Fax 610.782.4935
conradn@whiteandwilliams.com

Attorneys for Defendant,
The Pennsylvania State University

To: PLAINTIFF

You are hereby notified to file a written response to the following NEW MATTER to the Complaint, as may be required by Pa. R.C.P. 1029, within 20 days after service, or a judgment may be entered against you and in favor of the defendant.


Nancy Conrad, Esquire
Attorney for Defendant

MICHAEL J. MCQUEARY,

Plaintiff,

v.

THE PENNSYLVANIA STATE
UNIVERSITY,

Defendant.

: IN THE COURT OF COMMON
: PLEAS OF CENTRE COUNTY
:
:
: CIVIL ACTION NO. 2012-1804

FILED FOR RECORD
2013 MAY 6 PM 3 59

**DEFENDANT, THE PENNSYLVANIA STATE UNIVERSITY'S,
ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT**

Defendant, The Pennsylvania State University (the "University"), by and through its counsel, White and Williams LLP, for its Answer and New Matter to the Complaint hereby states as follows:

1. Admitted, upon information and belief.

ORIGINAL

2. Denied as stated. The University was first formed as the Farmers' High School of Pennsylvania by special act of the legislature of the Commonwealth of Pennsylvania on February 22, 1855. In further answer, the University is a State-related institution of higher education also organized and existing as an instrumentality of the Commonwealth of Pennsylvania. It is admitted that the University maintains an administrative office at 201 Old Main, University Park, Centre County, Pennsylvania.

3. Denied as stated. The University only admits that the General Assembly of the Commonwealth of Pennsylvania appropriated funds to the University.

4. Denied as stated. The University only admits that Plaintiff was a Graduate Assistant Coach sometime in August 2000 through February 2003.

5. Denied. The University denies each and every averment set forth in Paragraph 5 and demands strict proof thereof during discovery and at the time of trial.

6. Admitted.

7. Denied. The University denies each and every averment set forth in Paragraph 7 and demands strict proof thereof during discovery and at the time of trial.

ORIGINAL

8. Paragraph 8 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 8 contains factual allegations, the University only admits that the University Police provided law enforcement services to the University Park Campus.

9. Admitted in part, denied in part. It is only admitted that in February 2001, Director of University Police Thomas Harman reported to former Vice President Gary Schultz for budget purposes. The University denies the remaining averments set forth in Paragraph 9 and demands strict proof thereof during discovery and at the time of trial.

10. Paragraph 10 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 10 contains factual allegations, after reasonable investigation, the University lacks knowledge or information to form a belief as to the accuracy of the averments set forth in Paragraph 10. Accordingly, the University denies each and every averment set forth in Paragraph 10 and demands strict proof thereof during discovery and at the time of trial.

11. After reasonable investigation, the University lacks knowledge or information to form a belief as to the accuracy of the averments set forth in Paragraph 11. Accordingly, the University denies each and every averment set forth in Paragraph 11 and demands strict proof thereof during discovery and at the time of trial.

ORIGINAL

12. After reasonable investigation, the University lacks knowledge or information to form a belief as to the accuracy of the averments set forth in Paragraph 12. Accordingly, the University denies each and every averment set forth in Paragraph 12 and demands strict proof thereof during discovery and at the time of trial.

13. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 13. Accordingly, the University denies each and every averment set forth in Paragraph 13 and demands strict proof thereof during discovery and at the time of trial.

14. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 14. Accordingly, the University denies each and every averment set forth in Paragraph 14 and demands strict proof thereof during discovery and at the time of trial.

15. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 15. Accordingly, the University denies each and every averment set forth in Paragraph 15 and demands strict proof thereof during discovery and at the time of trial.

ORIGINAL

16. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 16. Accordingly, the University denies each and every averment set forth in Paragraph 16 and demands strict proof thereof during discovery and at the time of trial.

17. Paragraph 17 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 17 contains factual allegations, after reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 17. Accordingly, the University denies each and every averment set forth in Paragraph 17 and demands strict proof thereof during discovery and at the time of trial.

18. Paragraph 18 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 18 contains factual allegations, after reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 18. Accordingly, the University denies each and every averment set forth in Paragraph 18 and demands strict proof thereof during discovery and at the time of trial.

19. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 19. Accordingly, the University denies each and every averment set

ORIGINAL

forth in Paragraph 19 and demands strict proof thereof during discovery and at the time of trial.

20. Admitted.

21. Denied as stated. The December 17, 2008 letter attached as Exhibit “A” to the Complaint is a document that speaks for itself and all characterizations of same are denied. It is admitted that other University Assistant Football Coaches received a similar correspondence.

22. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 22. Accordingly, the University denies each and every averment set forth in Paragraph 22 and demands strict proof thereof during discovery and at the time of trial.

23. Admitted in part, denied in part. It is admitted upon information and belief that Plaintiff testified before a Statewide Investigating Grand Jury in Harrisburg, Pennsylvania, on or about December 14, 2010. The Grand Jury testimony speaks for itself and all characterizations of same are denied.

24. Admitted in part, denied in part. The University admits that, at certain times, Plaintiff’s base salary was approximately \$140,000.00 per year, plus fringe benefits, which included family health insurance coverage, pension contributions, a motor vehicle and a cell phone. After reasonable investigation, the University

ORIGINAL

lacks knowledge or information sufficient to form a belief as to the meaning of the term “during 2011-2012” and the phrase “discretionary . . . bonus.” Accordingly, the University denies the remaining averments set forth in Paragraph 24, including any averment that certain conditions existed “during 2011-2012,” and demands strict proof thereof during discovery and at the time of trial.

25. Denied. The University specifically denies each and every averment set forth in Paragraph 25 and demands strict proof thereof during discovery and at the time of trial.

26. Denied as stated. The November 4, 2011 Statewide Investigating Grand Jury Presentment referenced in Paragraph 26 is a document that speaks for itself and all characterizations of same are denied.

27. Denied as stated. The November 4, 2011 Statewide Investigating Grand Jury Presentment referenced in Paragraph 27 is a document that speaks for itself and all characterizations of same are denied.

28. Paragraph 28 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 28 contains factual allegations, the November 5, 2011 written comment attached as Exhibit “B” to the Complaint constitutes a document that speaks for itself and all characterizations of same are denied. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the remaining

ORIGINAL

averments set forth in Paragraph 28. Accordingly, the University denies each and every remaining averment set forth in Paragraph 28 and demands strict proof thereof during discovery and at the time of trial.

29. Paragraph 29 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 29 contains factual allegations, the University only admits that former President Graham Spanier met with members of the University's Intercollegiate Athletics Department. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the remaining averments set forth in Paragraph 29. Accordingly, the University denies each and every remaining averment set forth in Paragraph 29 and demands strict proof thereof during discovery and at the time of trial.

30. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 30. Accordingly, the University denies each and every averment set forth in Paragraph 30 and demands strict proof thereof during discovery and at the time of trial.

31. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 31. Accordingly, the University denies each and every averment set

ORIGINAL

forth in Paragraph 31 and demands strict proof thereof during discovery and at the time of trial.

32. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 32. Accordingly, the University denies each and every averment set forth in Paragraph 32 and demands strict proof thereof during discovery and at the time of trial.

33. Admitted in part, denied in part. It is admitted that Plaintiff attended a meeting with Acting Athletics Director, Mark Sherburne, Human Resources Manager, Erikka Runkle, and the University's former General Counsel, Cynthia Baldwin, on or about November 13, 2011. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the remaining averments set forth in Paragraph 33. Accordingly, the University denies the remaining averments set forth in Paragraph 33 and demands strict proof thereof during discovery and at the time of trial.

34. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 34. Accordingly, the University denies each and every averment set forth in Paragraph 34 and demands strict proof thereof during discovery and at the time of trial.

ORIGINAL

COUNT 1 – (Whistleblower)

35. The University incorporates by reference as though fully set forth at length herein Paragraphs 1 through 34 above.

36. Denied as stated. The University placed Plaintiff on paid administrative leave effective November 11, 2011. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to Plaintiff's allegations related to a bonus. Accordingly, the University denies the remaining averments set forth in Paragraph 36 and demands strict proof thereof during discovery and at the time of trial.

37. Denied as stated. See Exhibit "C" attached to the Complaint which constitutes a document that speaks for itself and all characterizations of same are denied. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the remaining factual allegations contained in Paragraph 37. Accordingly, the University denies each and every remaining averment set forth in Paragraph 37 and demands strict proof thereof during discovery and at the time of trial.

38. Admitted in part, denied in part. The University admits upon information and belief that Plaintiff was not invited to be interviewed. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the remaining averments set forth in

ORIGINAL

Paragraph 38. Accordingly, the University denies each and every remaining averment set forth in Paragraph 38 and demands strict proof thereof during discovery and at the time of trial.

39. Admitted in part, denied in part. The University only admits that its insurer has paid certain legal fees incurred by former Vice President Gary Schultz and former Athletics Director Timothy Curley in conjunction with their criminal defense. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 39. Accordingly, the University denies each and every remaining averment set forth in Paragraph 39 and demands strict proof thereof during discovery and at the time of trial.

40. Denied. The University specifically denies that it “refused to honor its commitment to pay severance to the Plaintiff . . . ” and demands strict proof thereof during discovery and at the time of trial. To the contrary, the University employed Plaintiff as a Fixed Term I contract employee and, per the contract, his employment ended effective June 30, 2012, upon expiration of the fixed term. Plaintiff was not terminated during the term of his employment -- a condition necessary to trigger severance benefits under the December 17, 2008, correspondence attached to the Complaint as Exhibit “A.” Despite the absence of

ORIGINAL

said condition, the University voluntarily paid Plaintiff the severance benefits following the expiration of the term and beginning in September 2012.

41. Denied. The University specifically denies that it failed to “honor its commitment to pay severance to the Plaintiff . . .” and demands strict proof thereof during discovery and at the time of trial. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 41, and, therefore, these allegations are denied.

42. Denied as stated. It is only admitted that other Assistant Football Coaches who were not retained by Head Football Coach O’Brien during the term of their employment received notices about their COBRA rights. It is further admitted that Plaintiff received a notice of his COBRA rights.

43. Denied as stated. It is admitted only that other Assistant Football Coaches who were actively employed by the University in 2011 and who were not retained by Head Football Coach O’Brien were notified that they would not be retained by the University during their term of employment.

44. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 44. Accordingly, the University denies each and every averment set

ORIGINAL

forth in Paragraph 44 and demands strict proof thereof during discovery and at the time of trial.

45. Denied upon information and belief.

46. Paragraph 46 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 46 contains factual allegations, the University specifically denies each and every averment set forth in Paragraph 46 and demands strict proof thereof during discovery and at the time of trial.

47. Paragraph 47 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 47 contains factual allegations, after reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 47. Accordingly, the University denies each and every averment set forth in Paragraph 47 and demands strict proof thereof during discovery and at the time of trial.

48. Paragraph 48 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 48 contains factual allegations, the University specifically denies each and every averment set forth in Paragraph 48 and demands strict proof during discovery and at the time of trial.

WHEREFORE, the University demands that judgment be entered in its favor and against Plaintiff at Plaintiff's cost.

ORIGINAL

COUNT II – (Defamation)

49. The University incorporates by reference as though fully set forth at length herein its responses to Paragraphs 1 through 48 above.

50. Paragraph 50 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 50 contains factual allegations, the University specifically denies that the comments “clearly suggest that the Plaintiff was lying in his reports and testimonies . . .” and strict proof thereof is demanded during discovery and at the time of trial. The written comment attached to the Complaint as Exhibit “B” further constitutes a document that speaks for itself and all characterizations of same are denied.¹

51. Paragraph 51 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 51 contains factual allegations, the University specifically denies that the comments “clearly suggest that the Plaintiff has lied to law enforcement officials and committed perjury . . .” and strict proof thereof is demanded during discovery and at the time of trial. The written comment attached to the Complaint as Exhibit “B” further constitutes a document that speaks for itself and all characterizations of same are denied.

¹ The November 5, 2011 statement is attached to the Complaint as Exhibit “B,” not Exhibit “C” as referenced by Plaintiff.

ORIGINAL

52. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 52. Accordingly, the University denies each and every averment set forth in Paragraph 52 and demands strict proof thereof during discovery and at the time of trial.

53. Paragraph 53 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 53 contains factual allegations, after reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 53. Accordingly, the University denies each and every averment set forth in Paragraph 53 and demands strict proof thereof during discovery and at the time of trial.

54. Admitted in part, denied in part. The University admits that the November 5, 2011 written comment attached to the Complaint as Exhibit "B" has not been withdrawn or redacted. The University denies each and every remaining averment set forth in Paragraph 54 and demands strict proof thereof during discovery and at the time of trial.

55. Paragraph 55 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 55 contains factual allegations, the University specifically denies each and every averment set forth in Paragraph 55 and demands strict proof thereof during discovery and at the time of trial.

ORIGINAL

56. Paragraph 56 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 56 contains factual allegations, the University specifically denies each and every averment set forth in Paragraph 56 and demands strict proof thereof during discovery and at the time of trial.

57. After reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 57. Accordingly, the University denies each and every averment set forth in Paragraph 57 and demands strict proof thereof during discovery and at the time of trial.

58. Paragraph 58 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 58 contains factual allegations, the University specifically denies each and every averment set forth in Paragraph 58 and demands strict proof thereof during discovery and at the time of trial.

WHEREFORE, the University demands that judgment be entered in its favor and against Plaintiff at Plaintiff's cost.

COUNT III – (Misrepresentation)

59. The University incorporates by reference as though fully set forth at length herein its responses to Paragraphs 1 through 58 above.

60. Paragraph 60 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 60 contains factual allegations, after

ORIGINAL

reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 60. Accordingly, the University denies each and every averment set forth in Paragraph 60 and demands strict proof thereof during discovery and at the time of trial.

61. Paragraph 61 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 61 contains factual allegations, after reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 61. Accordingly, the University denies each and every averment set forth in Paragraph 61 and demands strict proof thereof during discovery and at the time of trial.

62. Paragraph 62 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 62 contains factual allegations, after reasonable investigation, the University lacks knowledge or information sufficient to form a belief as to the accuracy of the averments set forth in Paragraph 62. Accordingly, the University denies each and every averment set forth in Paragraph 62 and demands strict proof thereof during discovery and at the time of trial.

63. Paragraph 63 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 63 contains factual allegations, the University specifically denies each and every averment set forth in Paragraph 63 and demands strict proof thereof during discovery and at the time of trial.

ORIGINAL

64. Paragraph 64 contains conclusions of law to which no responsive pleading is required. To the extent Paragraph 64 contains factual allegations, the University specifically denies each and every averment set forth in Paragraph 64 and demands strict proof thereof during discovery and at the time of trial.

WHEREFORE, the University demands that judgment be entered in its favor and against Plaintiff at Plaintiff's cost.

NEW MATTER

65. The University incorporates by reference as though fully set forth at length herein its responses to Paragraphs 1 through 64 above.

66. In 2011, the University employed Plaintiff as a Fixed Term I contract employee.

67. The University placed Plaintiff on a paid leave of absence effective November 11, 2011, following receipt of a threat(s) against Plaintiff's life.

68. The University did not terminate Plaintiff's employment during the term of his contract.

69. Plaintiff's employment with the University ended effective June 30, 2012 upon expiration of a fixed term contained in the employment contract.

70. Plaintiff's employment ended for legitimate reasons.

71. The University maintained no duty to pay Plaintiff severance under the December 17, 2008 correspondence attached to the Complaint as Exhibit "A."

ORIGINAL

72. At all material times, any actions taken by the University with respect to the terms, conditions or privileges of Plaintiff's employment were taken for lawful and legitimate reasons.

73. The November 5, 2011 written comment and alleged November 7, 2011 verbal comment by former President Spanier constitute opinions and do not imply any knowledge of underlying facts.

74. Plaintiff's claims for damages are barred, in whole or in part, by his failure to mitigate damages.

75. Some or all of the Complaint is barred by the applicable statute of limitations.

76. Plaintiff has failed to establish any basis for asserting a claim for compensatory damages.

77. Plaintiff's Complaint fails to state a cause of action upon which relief may be granted.

78. The actions or inactions of the University were not the proximate cause of any damages sustained by Plaintiff.

79. Plaintiff has not suffered any emotional, psychological and/or physical distress or injury as a result of any actions or inactions of the University, and any condition allegedly suffered by Plaintiff is attributable to causes wholly independent of the University's alleged actions and/or inactions.

ORIGINAL

80. No action or inaction of the University caused Plaintiff harm at any time.

81. Plaintiff is not entitled to punitive damages since the University always acted in good faith.

82. Any award of punitive damages against the University would violate the Constitution of the United States and Pennsylvania.

83. If Plaintiff suffered any damages or losses, such damages or losses were caused in whole or in part by Plaintiff's own acts, omissions, or conduct.

84. Plaintiff is not entitled to attorneys' fees under any circumstances.

85. To the extent Pennsylvania Rule of Civil Procedure 1032 mandates that any and all affirmative defenses not set forth are waived, the University asserts any and all affirmative defenses contemplated by Pennsylvania Rules of Civil Procedure 1030 and 1032 to the extent that continuing investigation or discovery reveals facts which show that any such defenses may be pertinent up to and including the time of trial.


WHEREFORE, the University demands that judgment be entered in its favor and against Plaintiff at Plaintiff's cost.

ORIGINAL

Respectfully submitted,

WHITE AND WILLIAMS LLP

By: _____


Nancy Conrad, Esq.
Attorney I.D. PA 56157
3701 Corporate Parkway, Suite 300
Center Valley, PA 18034
610.782.4909/ Fax 610.782.4935
conradn@whiteandwilliams.com
Attorneys for Defendant,
The Pennsylvania State University

Dated: May 3, 2013

ORIGINAL

VERIFICATION

I, NANCY CONRAD, hereby verify that the statements set forth in the foregoing Answer and New Matter to Plaintiff's Complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statements made by me are subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities. This Verification is made by Counsel for Defendant because a Verification from a person with authority to act on behalf of the Defendant cannot be obtained within the time allowed for filing the pleading.



Nancy Conrad, Esquire

ORIGINAL

WHITE AND WILLIAMS LLP
Nancy Conrad, Esq.
Identification No. 56157
3701 Corporate Parkway, Suite 300
Center Valley, PA 18034
610.782.4909
conradn@whiteandwilliams.com

Attorneys for Defendant,
The Pennsylvania State University

MICHAEL J. MCQUEARY,	:	IN THE COURT OF COMMON
	:	PLEAS OF CENTRE COUNTY
Plaintiff,	:	
v.	:	
	:	CIVIL ACTION NO. 2012-1804
THE PENNSYLVANIA STATE	:	
UNIVERSITY,	:	
	:	
Defendant.	:	

CERTIFICATE OF SERVICE

I, Nancy Conrad, Esquire, hereby certify that on this 3rd day of May, 2013, a true and correct copy of the foregoing DEFENDANT'S ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT was served upon the following persons via first class, United States mail, postage prepaid:

Elliot A. Strokoff, Esquire
Strokoff & Cowden, PC
132 State Street
Harrisburg, PA 17101
Attorney for Plaintiff

and


FILED FOR RECORD
2013 MAY 6 AM 9 59
CLERK OF COURT
PROthonARY
CENTRE COUNTY

ORIGINAL

William T. Fleming, Esquire
Fleming Law Offices
204 East Calder Way, Suite 304
State College, PA 16801
Local Counsel for Plaintiff

WHITE AND WILLIAMS LLP

By: _____


Nancy Conrad, Esq.
Attorney I.D. PA 56157
3701 Corporate Parkway, Suite 300
Center Valley, PA 18034
610.782.4909/ Fax 610.782.4935
conradn@whiteandwilliams.com
Attorneys for Defendant,
The Pennsylvania State University