

[Cite as *Lill v. Ohio State Univ.*, 2019-Ohio-3265.]

NANCY LILL, Ph.D.

Plaintiff

v.

THE OHIO STATE UNIVERSITY

Defendant

Case No. 2015-00387JD

Judge Dale A. Crawford

JUDGMENT ENTRY

{¶1} This case is before the Court on remand from the Tenth District Court of Appeals for a calculation of damages. Plaintiff Nancy Lill brought this action against Defendant Ohio State University (OSU) for breach of contract and conversion. Plaintiff was employed by OSU as an assistant professor on a four-year tenure track. Plaintiff alleged that OSU breached her employment contract denying her tenure and terminating her employment after conducting an improper tenure review. Plaintiff also alleged that OSU committed conversion by wrongfully taking possession of her non-OSU-funded laboratory equipment.

{¶2} Following a trial, the Court issued an interim decision. The Court dismissed Plaintiff's conversion claim but found in favor of Plaintiff on the breach of contract claim. (Interim Decision, July 12, 2016.) The Court deferred ruling on the extent of Plaintiff's damages until OSU conducted a new, fair, and impartial tenure review in accordance with applicable rules. (Interim Decision, p. 8-9.) OSU completed a new tenure evaluation in May 2017, and Plaintiff was again denied tenure.

{¶3} After OSU completed the new tenure evaluation, the Court found that Plaintiff was not entitled to monetary damages because she eventually received all the benefits afforded to her by her employment contract with OSU—namely, four years of probationary employment, a proper tenure review, and a terminal year of employment. (Decision, Sept. 8, 2017, p. 6.) The Court of Appeals reversed this Court's decision and held that Plaintiff "had a continued right to employment at OSU through June 30, 2018,

the end of the terminal year triggered by her valid negative tenure decision.” *Lill v. Ohio State Univ.*, 10th Dist. Franklin No. 17AP-733, 2019-Ohio-276, ¶ 47. With respect to damages, the Court of Appeals found that, “although Lill mitigated her damages resulting from OSU’s breach of contract, she incurred monetary damages for which she is entitled to recover.” *Id.* OSU appealed to the Supreme Court of Ohio, which declined to accept jurisdiction. *Lill v. Ohio State Univ.*, 155 Ohio St.3d 1469, 2019-Ohio-2100. The case is now back before the Court of Claims for a determination of damages consistent with the decision of the Court of Appeals.

{¶4} The parties have submitted to the Court a stipulation of damages. The parties stipulated that Plaintiff incurred damages in the amount of \$268,690.00 in back wages, \$63,891.41 in other unspecified compensatory damages, and \$66,390.16 in statutory interest, for a total of \$398,971.57 in damages. They further stipulated that OSU will pay Plaintiff \$1,537.65 to satisfy taxable costs. To the extent that the agreed payments give rise to any tax implications, each party agreed to bear their own responsibility for those implications. Upon review, the Court accepts the parties’ stipulation.

{¶5} Judgment is rendered in favor of Plaintiff in the amount of \$400,509.22. Court costs are assessed against OSU. The clerk shall serve upon all parties notice of this judgment and its date of entry upon the journal.

DALE A. CRAWFORD
Judge