

# EXHIBIT B

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF FLORIDA  
PENSACOLA DIVISION

ALBERTA DAVISON :  
 :  
VS. : PCA 89-30351 (WDO)  
 :  
THE BOARD OF TRUSTEES OF :  
PENSACOLA JUNIOR COLLEGE :

---

CONFERENCE

IN MACON, GEORGIA JUNE 3, 1993

HON. WILBUR D. OWENS, JR., U. S. District Judge, Presiding

---

A P P E A R A N C E S :

For the Plaintiff: MR. SIMON TACHE  
Attorney at Law  
Ocean Law Complex  
1700-06 Race Street  
Philadelphia, PA 19103

MS. ALICE CANO  
Attorney at Law  
P. O. Box 1419  
Santa Rosa Bch., FL 32459

For the Defendant: MR. D. LLOYD MONROE, IV  
Attorney at Law  
P. O. Box 1739  
Tallahassee, FL 32302

FRANCES B. ROQUEMORE, UNITED STATES COURT REPORTER  
P. O. Box 400 Macon, Georgia 31202 (912)743-6013

1 anything to do with this case. And that's why on your cotton  
2 plant, I noted that. It may be offensive to somebody to have  
3 a cotton plant left at their door, but unless you can show  
4 who left it and what it's got to do with the case, it just  
5 doesn't matter.

6 MR. TACHE: Well, the only reason why I drew the  
7 connection is the fact that these events are happening after  
8 the EEO filing. If this had transpired before any of the  
9 filing, okay, we'll say, 'Yeah, who knows, maybe a student  
10 who doesn't like her.' But the fact that these events are  
11 happening after she has exercised certain rights or taken  
12 certain conduct, that's why I think --

13 THE COURT: Well, to start with, what's offensive  
14 about somebody leaving a cotton plant at anybody's door?

15 MR. TACHE: Your Honor, to you and I, it may not be  
16 but to somebody who was gone on a confound or who was told  
17 that hadn't -- someone said he could go have his -- having a  
18 cotton plant in the front door is a sign that you are an  
19 negro who is supposed to be harvesting cotton --

20 THE COURT: A sign of what?

21 MR. TACHE: A sign that you are a slave who should  
22 be harvesting cotton and not being a professor at a college  
23 of this type and it could be offensive to him.

24 THE COURT: Where does that suggestion come from,  
25 that it's offensive? I grew up in the South in a

1 little-bitty town. I just -- I've tried cases involving race  
2 and everything else for twenty to thirty years now and I've  
3 never heard anybody suggest that this type of conduct would  
4 tell anything to anybody.

5 MR. TACHE: Well, Your Honor, the individuals have  
6 various perceptions. What you're saying is true. I probably  
7 would not have even given it a thought because I didn't -- I  
8 would not have even known what it meant but some people, and,  
9 in fact, I've asked the question, why is this significant and  
10 some of the people who have been in those areas have told me  
11 that historically this is the implication. So, if this  
12 client is part of that family and answers to that family, it  
13 could have a significant impact on her, which to you and I it  
14 may not. So, I cannot --

15 THE COURT: In other words, what you're saying is  
16 is that she perceived it that way.

17 MR. TACHE: That's correct, Your Honor.

18 THE COURT: But the evidence doesn't show that  
19 people in general perceive it that way.

20 MR. TACHE: Well, Your Honor -- no, Your Honor, no,  
21 that's not -- I'm not here arguing a case for what other  
22 people in general will do; I'm just looking at what the  
23 effect, the perception, what -- how my client perceived the  
24 situation.

25 THE COURT: All right. Let's get back to the

1 MR. TACHE: Well, the difference is semantic but  
2 it's -- I think somehow it's important because the defense is  
3 saying that, first, not to renew her contract when the year  
4 is up, I do not see her any difference, Your Honor, but the  
5 point I'm trying to make, Your Honor, is that we would like  
6 this Court to look in limine because it's our contention that  
7 the determination or the decision not to renew her contract  
8 per se is void because it violates Florida law. And I  
9 believe that if the decision to terminate her contract is  
10 void, then that is going to give this Court -- to take a hard  
11 look at what consequential damages have flown as a result --  
12 or a followup as the result of that improper breach of the  
13 contract.

14 THE COURT: Well, I haven't researched Florida law.  
15 If --

16 MR. MONROE: Judge, I'm sorry to interrupt, but if  
17 you'll indulge me.

18 THE COURT: That's all right.

19 MR. MONROE: I don't believe that there is a  
20 pendant state law claim in this case that alleges any breach  
21 of contract. It was an annual contract, so I'm having  
22 trouble conceptually with a breach of contract when it was an  
23 annual contract which was not renewed but there's no -- I,  
24 like the Court, am trying to get this case something that I  
25 can put in my briefcase and I can bring to Court and I can

1 hour, an hour and fifteen minutes for lunch, and we run until  
2 5, 6 at night. So, you can listen to a lot of evidence  
3 without a jury present. On a jury trial, normally in this  
4 Court, we would try this case in two or three days. We just  
5 don't mess around. We're going to get with it. I've got  
6 four or five hundred other cases we've got to get to.

7 MR. MONROE: From your own district.

8 THE COURT: That's right. We can't get to any of  
9 them, if we don't get this one done.

10 What else can we discuss that might be helpful?

11 MR. TACHE: I think there was a question about, and  
12 I think it's 17, where the plaintiff objected to the  
13 testimony of Tommy Rodriguez who was secretary to the  
14 plaintiff and there's some preliminary injunction before the  
15 Court because of the nature of her relationship with the  
16 plaintiff, that she not be allowed to testify. I'm not sure --

17 THE COURT: What's the objection?

18 MR. TACHE: 17(c), Your Honor.

19 THE COURT: Page 17?

20 MR. TACHE: Yes, Your Honor, it would be Page 17  
21 and the Item (c).

22 MR. MONROE: Page 16, I believe, Mr. Tache.

23 THE COURT: What's the basis for your objection?

24 MR. TACHE: There was a preliminary injunction  
25 filed by the plaintiff --