

>> ALL RISE. HEAR YE HEAR YE HEAR YE..THE SUPREME COURT OF FLORIDA IS NOW IN SESSION, ALL WHO HAVE CAUSE TO PLEA, DRAW NEAR. GIVE ATTENTION. YOU SHALL BE HEARD. GOD SAVE THESE UNITED STATES,THE GREAT STATE OF FLORIDA, AND THIS HONORABLE COURT. LADIES AND GENTLEMEN, THE SUPREME COURT OF FLORIDA. PLEASE BE SEATED.

>> Chief Justice Carlos Muniz: GOOD MORNING AND WELCOME TO THE FLORIDA SUPREME COURT. OUR FIRST CASE IS NUMBER 2023-0126 ROJAS V. UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

>> Douglas F. Eaton: DOUGLAS F. EATON REPRESENTING ANTHONY ROJAS.

>> Justice Charles Canady: I CAN'T HEAR YOU.

>> Douglas F. Eaton: GOOD MORNING IF IT MAY PLEASE THE COURT DOUGLAS EATON ON BEHALF OF ANYTHONY ROJAS. I'M HERE WITH MY TRIAL COUNSEL. HOWARD CUSHMAN. I DON'T VIEW THIS CASE SOVEREIGN IMMUNITY CASE OR CONSUMER CASE.

THIS IS A CONTRACT LAW CASE. IT HAS THAT BROAD IMPLICATION.

AS SUCH IT APPLIES TO EVERY BUSINESS AND EVERY PERSON WHO CONTRACTS WITH THE BUSINESS IN THE STATE.

EVERY BUSINESS THE CONTRACTS IN THE STATE NEEDS TO BE WEARY BASED UPON WHAT ROJAS HAS SAID LAST YEAR CONTRACT CONTAINS EVERY TERM OF THE AGREEMENT LIKE YOU HAVE TO PROVIDE THE SERVICES THAT IT PAID YOU FOR. YOU ARE OUT OF LUCK IF THE STATE INVOKES SOVEREIGN IMMUNITY.

SOVEREIGN IMMUNITY QUESTION IS BASED SOLELY ON CONTRACT.

EVERYBODY AGREES THERE EXISTS A CONTRACT HERE. THE QUESTION IS WHAT ARE THE TERMS?

I THINK WE CAN ALL AGREE IF ALL OF THE TERMS THE WEEK SET FORTH IN OUR STATEMENT OF CASE AND FACTS WERE INCLUDED ON A SINGLE PIECE OF PAPER WITH TWO SIGNATURES ON IT WITH THE PARTY AND UNIVERSITY OF FLORIDA. THIS WOULD NOT BE BECAUSE OF CONTRACTS IT WOULD BE AN EXPRESS CONTRACT. ENOUGH TO PROVIDE SERVICES IN EXCHANGE FOR YOUR.

>> Chief Justice Carlos Muniz: I'M NOT SURE GIVE ASIDE WOULD AGREE THAT IN THE SENSE PART OF THE ISSUE EVEN ASSUMING ALL OF THE DIFFERENT THINGS THAT YOU SAY MAKE UP THE CONTRACT OR THE CONTRACT.

I THINK THE QUESTION IS WHAT IS THE AGREEMENT?

WHAT IS IT ON THE UNIVERSITY SIDE WHAT IS IT THEY ARE BEING OBLIGATED TO PROVIDE. I DON'T KNOW WHETHER IT IS FOR DOCUMENTS OR ONE DOCUMENT OR WHATEVER.

ONE THING I THINK WOULD HELP US IF YOU ADDRESS THE QUESTION OF WHAT IS IT THAT, I KNOW YOU SAID YOU VIEW THIS NOT AS A SOVEREIGN IMMUNITY CASE. IT IS IN TERMS OF WHY WE ARE HERE IT IS SOVEREIGN IMMUNITY CASE.

WHAT IS IT THE CONNECTION BETWEEN IF THE COURT LET'S ASSUME THERE IS SOME KIND OF WRITTEN AGREEMENT. WHAT'S THE CONNECTION BETWEEN WHAT HAS TO BE ON THE PAGE VERSUS THE KIND OF MERIT STUFF OF WHAT IS THE EXTENT OF THE SERVICES OR WHATEVER. HOW IS IT THE COURT SUPPOSED TO

LOOK AT THE SEQUENCE OF ANALYSIS THAT IT IS GOING TO GO THROUGH IN TERMS OF . IS IT JUST ENOUGH THERE BE ANY WRITTEN CONTRACT AND IS THERE SOME SORT OF PLAUSIBILITY TO THE CLAIM THEN GET YOU TO THE MERIT PHASE. OBVIOUSLY THE FIRST DCA SEEM TO BE BAKING A LOT OF CONTENT INTO THE NOTION OF WHAT AN EXPRESS CONTENT AS THEY WERE BAKING MORE SPECIFICITY INTO THAT. IF YOU CAN ADDRESS THAT I THINK THAT WOULD BE HELPFUL.

>> Douglas F. Eaton: SURE. THE PROCEDURAL PROCESS IN THIS CASE IS IMPORTANT IT'S A MOTION TO DISMISS STAGE. WHAT THEY'RE HOLDING ESSENTIALLY SAYS AS A MATTER OF LAW YOU CAN'T PLEAD AND PROVE AN EXPRESS CONTRACT HERE. WE KNOW THAT IS NOT THE CASE BECAUSE OF THE UNIVERSITY OF MIAMI CASES UNIVERSITY AND PUBLICATIONS CAN BE PART OF THE CONTRACT. THE FIRST DISTRICT KIND OF SAID WE DON'T KNOW IF THESE AS A DUTY CONTRACT THEY THREW UP THEIR HANDS ON THAT. IF THAT MATTERS THEN SHOULDN'T WE NOT GET TO DISCOVERY ON THAT ISSUE. IF THERE ARE SOME CIRCUMSTANCES WHERE THE PUBLICATIONS CAN BE PART OF THE EXPRESS CONTRACT BRING IN SOME PLACES THAT THEY CAN'T. HOW CAN THEY SAY IT'S A MATTER OF LAW AT THE MOTION TO DISMISS STAGE THEN YOU ARE DONE. THEY CAN'T. THAT'S WHY WE HAVE CASE LAW THAT SAYS THESE DOCUMENTS THAT WE ARE RELYING ON CAN BE PART OF THE CONTRACT.

>> Justice: IT'S NOT SO MUCH THE DOCUMENT BUT THE TERMS YOUR COMPLAINT REST ON THE ALLEGATION THAT SERVICES HAVE TO BE PROVIDED ON CAMPUS AT A SPECIFIC TIME.

I THINK THAT IS THE QUESTION RIGHT, DOES THAT TERM NEED TO EXIST AND THE WRITINGS BEFORE YOU CAN PROCEED TO SUIT IN SOVEREIGN IMMUNITY ISSUE? IS THAT AN EXPRESS TERM THAT IS CLEARLY OUTSIDE OF THE CONTRACT IN WHICH CASE SOVEREIGN IMMUNITY WOULD APPLY?

>> Douglas F. Eaton: WE BELIEVE IT IS IN THE CONTRACT THE EXPRESS TERMS ARE THERE.
NO.

>> Justice Meredith Sasso: DOES YOUR ARGUMENT TURN ON THAT WE NEED TO DETERMINE THE DATA EXPRESS TERM IS THERE FOR THE SUIT TO PROCEED.

>> Douglas F. Eaton: AGAIN, WE ARE AT THE MOTION TO DISMISS STAGE WE ALLEGE IT IS THERE WE POINTED TO IT IT IS PART OF THE CONTRACT.

>> Justice Meredith Sasso: IF THE CONTRACT CONTRADICTS ALLEGATIONS YOU ATTACHED THE CONTRACT TO THE COMPLAINT.
IS THAT WHAT THE ARGUMENT TURNS ON ESSENTIALLY?

DO WE NEED TO DETERMINE THE DOCUMENTS ATTACHED TO THE COMPLAINT CONTAIN THESE EXPRESS TERMS THAT YOU ALLEGE ARE IN THERE IN ORDER FOR THE STATE TO PROCEED.

>> Douglas F. Eaton: I DON'T THINK THERE IS ANY DISPUTE AS TO WHETHER THE TERMS EXIST. THE QUESTION ULTIMATELY IS, ARE THEY PART OF THE CONTRACT OR NOT?

IF THEY ARE NOT CAN THEY BE FILLED IN BY APPLYING COVENANTS.

WE KNOW THE CONTRACT HAS YOU GOT THESE BILLS FOR STUDENT I'M SORRY FOR ACTIVITY AND SERVICE FEE. THEY ARE CHARGED AT THAT IS REFERRED TO IN THE FINANCIAL LIABILITY AGREEMENT THE STUDENT AGREEMENT. THE ATHLETIC FEE HEALTH FEE, THE SPECIFIC ITEMS BEFORE THAT INCORPORATED CONTRACT BY REFERENCE.

>> Justice John Couriel: IS THE CONTRACT INCORPORATED INTO THE CONTRACT MY QUESTION IS THE WEBSITE EXPRESSLY INTEGRATED INTO THE CONTRACT BY REFERENCE.

>> Douglas F. Eaton: IT TELLS YOU TO REFER TO VARIOUS PARTS OF IT JUSTICE COURIEL.

>> Justice John Couriel: YOUR POSITION IS A PUBLIC FACING STATEMENT OF THE UNIVERSITIES PROGRAMMING ADMISSIONS OR WEBSITE LIKE WHAT PARTS OF THE WEBSITE ARE INCLUDED IS IT JUST THIS SPECIFIC LINK?

I THINK YOU ARE BITING OFF MORE THAN YOU NEED TO BITE OFF IN THIS ONE IT SEEMS TO MEET THE FIRST QUESTION I HAVE DOES THE FINANCE AGREEMENT HAVE AN INTEGRATION CLAUSE, DOES IT PURPORT TO BE THE WHOLE AGREEMENT BETWEEN THE PARTIES.

>> Douglas F. Eaton: IT IS NOT.

>> Justice John Couriel: THAT'S A BIGGIE YOU WISH IT DID. THAT WOULD MAKE THE ARGUMENT STRONGER.

>> Douglas F. Eaton: I THINK IT WOULD MAKE IT WEAKER ALL THE TERMS WOULD BE INCLUDED IN THAT.

YOU HAVE ADDITIONAL TERMS OUTSIDE OF THAT THAT IT REFERS TO.

>> Justice John Couriel: YOU CANNOT HAVE IT BOTH WAYS THE REASON IT WOULD MAKE A STRONG IF YOU'RE RIGHT IT INCORPORATES THE WEBSITE BY REFERENCE AND IT WOULD HAVE IT WOULD SAY I'VE INCORPORATED THESE TERMS BY REFERENCE. AND ALSO THIS IS THE COMPLETE AGREEMENT BETWEEN THE PARTIES. THAT IS A PERFECTLY EFFECTIVE DOCUMENT.

MY QUARREL WITH THE WEBSITE PORTION OF IT IS THERE IS NO WAY TO SAVE THOSE MESSAGES ARE SPECIFICALLY INCORPORATED BY THE PARTIES INTO THEIR AGREEMENT TO MY MIND.

IN AWAITS THAT THESE ARE PUBLIC STATEMENTS THEY ARE DIRECTED AT THE WORLD.

RIGHT?

THEY ARE NOT TO AN INDIVIDUAL.

>> Douglas F. Eaton: THEY ARE AN EXPLANATION OF THE MEANING OF THE TRANSPORTATION HEALTH ACCESS AND A ATHLETIC FEE IS THERE AND ABSOLUTELY PART OF THE CONTRACT.

>> Justice John Couriel: IN THAT CONTEXT YOU CAN CONSIDER TO BE PAROLE EVIDENCE THAT IS ABSOLUTELY ACCEPTABLE.

>> Justice John Couriel: I TEND TO AGREE WITH YOU THAT THIS IS LESS ABOUT CONTRACT REMISSION AND MORE ABOUT BREACH OF CONTRACT BRING TO ME MIND WHETHER A SPECIFIC BREACH ALLEGES ONE FOR WHICH SOVEREIGN IMMUNITY HAS

BEEN WAIVED.

BECAUSE I DON'T THINK WE CAN ARGUE THAT A CONTRACT EXISTS.

THE TROUBLE FOR YOUR SIDE IS THAT IT SEEMS TO ME THAT SOME OF THE BROADER STATEMENTS ABOUT FACILITIES FOR EXAMPLE, ARE ABOUT THE GENERAL WELFARE OF THE UNIVERSITY. THIS SEEMS TO BE A MEETING OF THE MINDS BETWEEN THE PARTIES.

SOMETIMES MY TUITION DOLLARS WILL BE USED FOR SERVICES THAT I MAY NOT AVAIL MYSELF OF. THEREFORE, THE GENERAL WELFARE OF THE UNIVERSITY THE UPKEEP OF THE ANNIVERSARY THE PERPETUATION OF THE MISSION HOW DO YOU RESPOND TO THE FACT THAT A BREACH OF THAT IS THE KIND OF BREACH OF THE STATE HAS WAIVED SOVEREIGN IMMUNITY FOR?

>> Douglas F. Eaton: I THINK IF YOU TALK ABOUT TUITION AND GENERAL WELFARE REFORM MORE SPECIFIC THAN THAT.

WE HAVE 4 FEES SPECIFICALLY DESIGNATED THEY ARE REQUIRED BY FLORIDA LAW. FLORIDA HAS TO CHARGE THEM.

THEY ARE DESIGNATED TO PERFORM ACTIVITIES DESCRIBED IN THERE. THERE IS A DESCRIPTION OF WHAT YOU GET IN EXCHANGE FOR THOSE FEES. OFF-CAMPUS STUDENTS DON'T HAVE TO PAY THEM.

>> Justice Charles Canady: COUNSEL RELATED TO THIS LET ME ASK YOU ABOUT THE RELATIONSHIP OF THE STATUTE RELATED TO STUDENT FEES.

TO THE CONTRACT THAT YOU HAVE ALLEGED.

AS YOU KNOW 1009.24.

AM I CORRECT IN UNDERSTANDING THAT IT'S YOUR POSITION THAT THE PROVISION RELEVANT PROVISIONS OF THIS STATUTE ARE AN IMPLIED TERMS OF THE CONTRACT SCHEDULE THEY ARE INCORPORATED AS PART OF THE CONTRACT.

>> Justice Charles Canady: RELATED TO WHAT MY COLLEAGUE WAS JUST SUGGESTING HOW TO DEAL WITH I GUESS IT IS 10 B.

>> Douglas F. Eaton: THE ACTIVITY SERVICE FEE.

>> Justice Charles Canady: RIGHT WHERE IT SAYS THE STUDENT ACTIVITY AND SERVICE FEE SHALL BE EXPENDED FOR LAWFUL PURPOSES TO BENEFIT THE STUDENT BODY IN GENERAL. IT SEEMS TO ME WHEN I READ THAT THAT SUGGEST THAT THIS IS SOMETHING CLOSER TO WHAT THE UNIVERSITY IS ARGUING MORE IS MORE OF A TAX.

THIS IS FOR THE BENEFIT OF EVERYBODY EVEN STUDENTS THAT DON'T PARTICIPATE IN ANY OF THOSE THINGS.

HAVE TO PAY ITS. YOU CAN'T OPT OUT OF IT.

IT'S NOT A PAY TO PLAY SORT OF THING. YOU'VE GOT TO PAY IT. AS PART OF BEING A PART OF THE UNIVERSITY COMMUNITY WHETHER YOU ACCESS IT OR NOT PRINTS SAME FOR THE TRANSPORTATION FEE. YOU HAVE TO PAY THAT. REGARDLESS OF WHETHER I MAY WANT TO RIDE MY HARLEY DAVIDSON RIDE MY HARLEY DAVIDSON I DON'T RIDE BUSES. BUT I STILL HAVE TO PAY THE TRANSPORTATION FEE. IT SEEMS IF WE LOOK AT THE STRUCTURE OF THIS STATUTE JUST AS A MATTER NOT EVEN PUTTING ASIDE THE SOVEREIGN IMMUNITY QUESTION, AS A MATTER OF JUST

CONTRACT INTERPRETATION, ONCE YOU ACCEPT THIS PART OF THE CONTRACT, WHAT IS PROVIDED FOR HERE IS NOT, DOES NOT GIVE INDIVIDUAL RIGHT TO ACCESS PARTICULAR SERVICES.

AT A PARTICULAR TIME.

IT'S MORE A MEANS OF COLLECTING REVENUE FOR THE UNIVERSITY TO USE TO ESTABLISH THE INFRASTRUCTURE FOR THESE SERVICES.

>> Douglas F. Eaton: I WOULD DISAGREE THAT THEY CAN USE THEM FOR WHATEVER PURPOSE. THEY ARE SPECIFIED FOR SPECIFIC SERVICES ACTIVITY SERVICE FEES IS DIFFERENT FROM THE ATHLETIC HEALTH AND TRANSPORTATION FEES THAT IT HAS THAT MORE GENERAL CLAUSE. THE OTHER THREE FEES DO NOT HAVE A CLAUSE THE DREAD FOR THE BENEFIT OF STUDENTS. THAT GOES TO AGAIN WHY DISCOVERY WOULD BE USEFUL.

GOING BACK TO JUSTICE COURIE POINT,

IF IN FACT DID NOT SPEND THAT MONEY FOR THE BENEFIT OF THE STUDENTS THEN THEY ARE IN BREACH RIGHT?

BECAUSE THEY DO NOT COMPLY WITH THE TERM OF THE CONTRACT . BUT WE DON'T KNOW THAT BECAUSE WE WERE NOT ENTITLED TO DISCOVERY BECAUSE OF THE MOTION TO DISMISS. PERHAPS THE ACTIVITY SERVICE FEES IS NOT RECOVERABLE BECAUSE THEY DID AS THEY ARE REQUIRED TO UNDER THE STATUE . BUT THEY DEFINITELY DO NOT PROVIDE ANY ATHLETICS THEY DEFINITELY DID NOT PROVIDE HEALTH SERVICE.

>> Justice Charles Canady: EVEN IF YOU LOOK AT ATHLETICS THERE IS A PROVISION THERE THEY CAN SPEND IT FOR TRANSFERRING THE CONFERENCE THEY ARE IN. THERE ARE THINGS ABOUT THIS THE REALLY ARE THROUGHOUT THE STATUTE IT SEEMS TO ME WHEN A LOOK AT THE STATUTE AS A WHOLE.

THE POINT IN A DIFFERENT DIRECTION OF WHAT WERE SUGGESTING ABOUT THE WAY IT WOULD BE INTERPRETED THE WAY IT WILL BE PROPERLY INTERPRETED OR JUST REASONABLY INTERPRETED.

IF YOU LOOK AT IT IN ITS ENTIRE CONTEXT.

>> Douglas F. Eaton: WE ALSO HAVE THE UNIVERSITY OF FLORIDA'S OWN WORDS AS TO HOW THEY WILL SPEND THOSE FEES THEY CREATE AN OBLIGATION OF THEMSELVES IN ADDITION TO THE STATUTE WITH ACTIVITY AND SERVICES WITH PARTICIPATION IN SPORTS AND TRADITIONAL PROGRAMS LIKE GATOR NIGHTS THOSE THINGS DIDN'T HAPPEN.

IF UF SAYS WE ALLOCATE THESE FUNDS TO DO THESE ACTIVITIES WE'RE NOT PROVIDING ANY OF THESE ACTIVITIES DURING THIS TIMEFRAME THEY HAVE NOT SPENT THE MONEY AGAIN I THINK THAT GOES INTO DISCOVERY.

THAT IS THE ULTIMATE QUESTION HERE.

>> Chief Justice Carlos Muniz: CAN YOU CLARIFY. I THINK THIS GETS TO THE DIFFERENCE BETWEEN THE SOVEREIGN IMMUNITY ISSUE AND THE MERIT ISSUE. THESE ARE KIND OF MERIT TYPE QUESTIONS I THINK ONE THING THAT WE ARE ALL TRYING TO FIGURE OUT IS WHAT WITH THE DISCOVERY BE DIRECTED TOWARD . IT SEEMS LIKE THE AGREEMENT PART OF THIS HAS TO BE LIMITED TO THE WORDS ON

THE PAGE. THEN THE QUESTION WOULD BE WHAT IS THE CONTENT OF THE AGREEMENT?

WHEN THE UNIVERSITY SAYS IN EXCHANGE FOR YOUR TUITION WILL PROVIDE YOU EDUCATIONAL SERVICES. DO THESE THINGS THAT WE ARE TALKING ABOUT ARE THEY UNDER THAT UMBRELLA?

WHAT WOULD GO INTO DEFINING FACT WOULD IT BE CUSTOM USAGE.

I GUESS ONE THING THAT WOULD HELP US IS TO HEAR YOU TELL US HOW DO YOU SEE THIS PLAYING OUT?

WHAT IS THE POINT?

AS OPPOSED TO THESE QUESTIONS THEY SEEM LIKE THEY'RE GOING TO, WHY CAN'T WE PUT THE SOVEREIGN IMMUNITY THING TO THE SIDE AND SAY YOU'VE DONE ENOUGH TO GET PAST THAT HURDLE. IT IS POSSIBLE IF THERE IS ONLY 1 REASONABLE WAY TO READ THE CONTRACT THEN IT BECOMES MERIT ISSUE WHERE YOU WOULD POTENTIALLY LOSE ON THAT.

WHY IS THAT WRONG.

>> Douglas F. Eaton: I THINK CUSTOM AND USAGE IS SOMETHING YOU WOULD LOOK AT IN DISCOVERY . YOU TAKE DISCOVERY AND SAME THIS IS WHAT YOU DESCRIBE YOUR USING THESE FEES FOR AND CONFIRM WHAT USED THEM FOR IN THE PAST AND HOW DID YOU USE THEM DURING THE PANDEMIC. THEY DIDN'T SPEND THEM ON ANYTHING YOU DIDN'T PROVIDE THE SERVICES ALL OF THAT WOULD BE CONFIRMED.

>> Justice John Couriel: BUS DRIVERS STILL HAVE TO GET PAID NOT TO GET INTO A MERIT DEBATE IT'S NOT FAIR TO SAY THEY DID NOT SPEND THEM ON ANYTHING . YOUR UNJUST ENRICHMENT CLAIM WAS NOT WAS DISMISSED JUST NOT BEFORE US.

>> Douglas F. Eaton: BECAUSE YOU CANNOT DO THAT AGAINST SOVEREIGN IMMUNITY AGAIN WHAT DID THEY PAY FOR?

THE MONEY THEY DID NOT EXPAND THERE IS NOT A CARRYOVER PROVISION LIKE THERE IS FOR THE ACTIVITY AND SERVICE FEE. IT NEEDED TO BE EXPENDED DURING THAT STUDENT YEAR. WHAT IS LEFT OVER SHOULD GO BACK TO THE STUDENTS. THIS IS WHY THE DISCOVERY IS IMPORTANT.

>> Justice Charles Canady: SO YOU ARE SUGGESTING DIFFERENT THINGS ON THE HEALTH FEES. WHATEVER THEY DON'T SPEND WITHIN THE YEAR REGARDLESS OF WHETHER THEY ARE SHUT DOWN OR NOT, IF THEY DON'T SPEND EVERYTHING THAT IS COLLECTED FROM HEALTH DURING THAT YEAR DOES THERE IS GOT TO BE SOME KIND OF TRUE UP AT THE END OF THE YEAR FOR ALL THE STUDENTS? THAT SOUNDS LIKE WHAT YOU JUST SAID.

>> Douglas F. Eaton: I AM NOT YOUR HONOR.

DURING THAT YEAR THEY WILL HAVE PROVIDED SERVICES TO STUDENT IN EXCHANGE FOR THAT FEE. HERE THEY DID NOT. THAT THEY'LL POINT THE STUDENTS DID NOT RECEIVE ANYTHING FOR THE MONEY DURING THE TIME OF SHUTDOWN THAT IS THE BREACH.

>> Justice Jorge LaBarga: SUBSECTION 9B SAYS UNEXPENDED FUNDS AND UNDISBURSED FUNDS REMAINING AT THE END OF THE FISCAL YEAR SHALL BE CARRIED OVER AND REMAIN IN THE STUDENT ACTIVITY FEE AND SERVICE FUND AND

BE AVAILABLE FOR ALLOCATION AND EXPENDITURE DURING THE NEXT FISCAL YEAR. THEY CAN CARRY THESE THINGS OVER.

>> Douglas F. Eaton: THAT IS ONLY FOR ONE FEE HEREUNDER . THAT IS CORRECT THAT IS THE SERVICE AND ACTIVITY FEE THAT'S WHAT I MENTIONED BEFORE THAT CLAUSE IS NOT IN THE OTHER FEES.

>> Justice Charles Canady: IT SEEMS LIKE WHEN YOU JUST RESPONDED TO WHAT I SAID YOU INDICATED THAT YOU THOUGHT IT COULD BE CARRIED OVER.

>> Douglas F. Eaton: I WAS REFERRING TO THE SERVICE AND ACTIVITY FEE.

>> Justice Charles Canady: WHAT I ASKED YOU WAS ABOUT THE HEALTH FEE. LET'S GO BACK TO THAT.

LET'S GO BACK TO THE HEALTHY IS IT YOUR POSITION ASIDE FROM THE FACT OF WHETHER IT HAS BEEN SHUT DOWN OR NOT THAT THERE IS SOME RIGHT THAT THE STUDENTS HAVE TO ENSURE THAT ALL THE MONEY THEY SPEND WORK THEY PAY FOR THE HELP FEE IS SPENT DURING THE TIME THAT THEY ARE THERE AND DURING THAT SEMESTER AND IF THE UNIVERSITY DOES NOT SPEND THE FULL AMOUNT OF THAT MONEY AT THE END OF THAT SEMESTER, THEY ARE ENTITLED TO SOME SORT OF REBATE FOR THE MONTH THAT WAS NOT SPENT?

>> Douglas F. Eaton: NO YOUR HONOR THAT IS NOT WHAT I'M SUGGESTING. I'M SIMPLY SAYING.

>> Justice Charles Canady: HOW DOES THAT DIFFER IN EFFECT IF THAT'S THE WAY YOU UNDERSTAND IT? HOW DOES THAT DIFFER FROM THIS PROVISION THAT JUSTICE LABARGA JUST CITED.

>> Douglas F. Eaton: ONE PART OF THE STATUTE SAYS ONE FEE CAN BE CARRIED OVER OTHER PARTS OF THE STATUTES DO NOT WE ARE NOT SUING BASED ON A PRO RATA REFUND OR SERVICES WE ARE BASED ON RECEIVING ZERO SERVICES IN EXCHANGE FOR THAT. THAT IS THE BENEFIT OF THE BARGAIN HERE.

THE STUDENTS PAID A FEE AND GOT NOTHING IN RETURN.

WHAT THE FIRST DISTRICT SAYS IS BECAUSE THE CONTRACT DID NOT SAY WHICH LED TO PROVIDE ANY SERVICES TO YOU WE DIDN'T HAVE TO PROVIDE ANY SERVICES.

>> Justice Charles Canady: FOR INSTANCE FOR THE HEALTH FEE THE MANY STUDENTS NOT GETTING BENEFIT FROM THAT BECAUSE THEY ARE NOT SICK.

THEY DON'T ACCESS THE SERVICES THEY DON'T WANT THE SERVICES THEY HAVE SOMETHING ELSE THAT THE ACCESS.

>> Douglas F. Eaton: WHEN IT'S AVAILABLE TO THEM IT WAS NOT AVAILABLE TO THEM.

>> Justice Charles Canady: THEY DON'T HAVE A CHOICE WHETHER THEY PAID THEY MAY HAVE GREAT HEALTH INSURANCE BUT THEY STILL HAVE TO PAY IT RIGHT.

>> Douglas F. Eaton: THAT'S CORRECT BUT THEY GET SERVICE IN EXCHANGE FOR IT IF THEY WANT IT HERE THEY DID NOT HEAR THEY PAID FOR SOMETHING HE DID NOT RECEIVES ANYTHING IN RETURN THAT'S A BREACH OF CONTRACT I'D LIKE TO RESERVE MY TIME FOR REBUTTAL IF I MAY.

MUST YOU WOULD GIVE ME MORE TIME.

>> Justice Meredith Sasso: SPECIFICALLY FOR THE SOVEREIGN IMMUNITY ISSUE YOU

HAVE ALLEGED A VERY SPECIFIC TIME OF SERVICES AND A SPECIFIC REMEDY. NO WHICH WOULD ALLOW THE STUDENT TO PROCEED VERSUS TERMS OUTSIDE THE CONTRACT WHICH WOULD BE A BAR TO SOVEREIGN IMMUNITY WHERE CONTRACTUAL RELATIONSHIP EXISTS.

PUTTING THIS INTO THE MORE.

[LISTING NAMES] FRAMEWORK WHY ARE THE TERMS THAT YOU ALLEGED NOT THOSE EXTRA CONTRACTUAL TERMS THAT WOULD BAR A STUDENT SUIT BASED IN SOVEREIGN IMMUNITY.

>> Douglas F. Eaton: [LISTING NAMES] I READ THAT TO ALLOW FOR THE IMPLIED CONDITION OR COVENANT OF THE CONTRACT.

>> Justice Meredith Sasso: YOU ARE DOING MUCH MORE YOU ARE ALLEGING MUCH MORE THAN A COVENANT YOU ARE ADDING ON EXPRESS TERMS TO A CONTRACT. WHEN SERVICES MUST BE PROVIDED IS NOT A CONDITION OR COVENANT IT'S AN EXPRESS TERM TO A CONTRACT.

THE SPECIFIC REMEDY THAT IS PROVIDED UNDER A BREACH OF THE SPECIFIC TERM OF THE CONTRACT NOT A COVENANT

>> I DISAGREE REMEDY IS AN EXPRESS TERM THAT HAS TO BE IN A CONTRACT I DON'T THINK ANY INVOICE HAD TO SAY IF I DON'T PROVIDE THIS SERVICE HAVE TO GIVE YOU YOUR BACK THAT IS IMPLIED THAT'S GOOD FAITH.

WE WOULD NOT DO BUSINESS IF THAT HAD TO BE IN EVERY SINGLE CONTRACT. YOU CAN USE AN INVOICE.

I THINK PROVIDING A SERVICE THAT WHEN YOU SAY I WILL CHARGE YOU \$50 FOR A REFRIGERATOR IF YOU DON'T REPAIR THE REFRIGERATOR DURING BREACH OF CONTRACT DOESN'T HAVE TO SAY I WILL REPAIR YOUR REFRIGERATOR IN EXCHANGE FOR THIS MONEY IF I DON'T I WILL GIVE YOU YOUR MONEY BACK DOESN'T HAVE TO SAY THAT THOSE ARE IMPLIED COVENANTS. THAT IS WHAT WE ARE FILLING IN WE HAVE FEES CHARGED FOR SPECIFIC SERVICES IT'S AN IMPLIED COVENANT THAT YOU HAVE TO PROVIDE THOSE SERVICES IN EXCHANGE FOR THOSE FEES IF YOU DON'T NEED TO GIVE IT THE MONEY BACK.

>> Chief Justice Carlos Muniz: WE WILL GIVE YOU MORE TIME. LET'S COVER THIS THE OPINION TALKS ABOUT I KNOW YOU'RE SAYING THERE ARE SPECIFIC FEES AND SPECIFIC SERVICES ASSOCIATED WITH THOSE FEES.

IN THE OPINION AND SOME OF THE QUESTIONS THEY REFERENCE YOU ALSO ALLEGING SPECIFIC TIMES.

A, IS IT TRUE YOU ARE ALLEGING SPECIFIC TIMES I DON'T KNOW THAT I SAW THAT AND DOES THAT MEAN THE SEMESTER AND PAYING FOR DOES THAT MEAN THE BUSES HAVE TO RUN UNDER CERTAIN SCHEDULE WITH THE HEALTH CENTER HAS TO BE OPEN WITH A FITNESS CENTER CAN YOU CLARIFY WITH THE ALLEGATIONS ARE ON TIME.

>> Douglas F. Eaton: IT IS DURING THE SEMESTER THE STUDENT IS ATTENDING THAT IS THE TIME.

IT'S NOT AT 8 PM OR ANYTHING LIKE THAT.

WHILE I AM A STUDENT.

>> Chief Justice Carlos Muniz: THE STUDENT IS PAYING FOR CERTAIN SEMESTER AND YOU ARE SAYING DURING THAT SEMESTER THE SERVICES HAVE TO BE OFFERED.

>> Douglas F. Eaton: THAT IS CORRECT.

>> Chief Justice Carlos Muniz: YOU CAN HAVE FIVE MINUTES FOR REBUTTAL.

>> PETITIONERS COMPLAINT DOES NOT SUPPORT IT NEGATES THE EXISTENCE OF A PRIOR EXPRESS CONTRACT TO WAIVE SOVEREIGN IMMUNITY THEREFORE IT WAS PROPERLY DISMISSED. THE PETITIONER ALLEGES THE COMPLAINT ATTACHMENTS ARE A QUOTE EXPRESS CONTRACT FOR SPECIFIC ON-CAMPUS SERVICES DURING THE SPRING AND SUMMER 2020 TERMS. YET NONE OF THE ATTACHMENTS STATE THE PARTIES AGREED TO SUCH SPECIFIC SERVICES.

AND AT THE WEBPAGES ARE NOT EXCLUSIVE EXAMPLES OF POSSIBLE USES OF THE FEE.

IMPORTANTLY PETITIONER ALLEGES THAT THE FEES MUST BE FOR STATUTORY PURPOSES.

BUT 1009.24 PROVIDES MANY OTHER USES OF THE FEES. INCLUDING CAPITAL OUTLAY AND TRANSPORTATION STRUCTURE.

>> Justice John Couriel: WHY DOES YOUR ARGUMENT NOT GUESS WE SHOULD START WITH THAT . YOU CONCEDE THERE'S A WRITTEN CONTRACT IN THIS CASE ABOUT THE PAYMENT OF TUITION.

YOU DO.

>> Robert J. Sniffen: CORRECT.

>> Justice John Couriel: ARE THERE ANY FEES YOU CONCEDE ARE CONTRACTUAL IN NATURE?

THAT THERE IS A CONTRACT THAT IS BINDING ABOUT?

>> Robert J. Sniffen: YOUR HONOR FOR THE FOUR FEES THAT HE SPECIFICALLY SEEKS.

THERE IS NO EXPRESS CONTRACT.

FOR THOSE FEES.

>> Justice John Couriel: SO NO.

IS THERE ANYTHING ON THE FACE OF THIS AGREEMENT THAT YOU CAN DIRECT ME AS THE DIVIDING LINE BECAUSE I'M, STUDENT YOU ARE TELLING ME YOU DON'T HAVE THESE OBLIGATIONS I'M TRYING TO FIND WHERE IN THE DOCUMENT I'M TOLD THAT YOU HAVE A CONTRACT AS TO SOME OF MY FINANCIAL OBLIGATIONS. BUT NOT AS TO OTHERS.

>> Robert J. Sniffen: IN THE FINANCIAL LIABILITY AGREEMENT IT SAYS PAYMENT OF TUITION FEES AND OTHER CHARGES EXPRESSLY GET YOU THE RIGHT TO ENROLL. THAT WE ADMIT IS A CONTRACT.

>> Justice John Couriel: FROM A SOVEREIGN IMMUNITY STANDPOINT I WANT TO MAKE SURE WE WALK THROUGH THE IMPLICATIONS OF WHAT YOU CONCEDED. IF A STUDENT BROUGHT AN ACTION AND SAID I RECEIVED I DID NOT RECEIVE EDUCATIONAL SERVICES AS DEFINED.

I PAID TUITION.

YOU WOULD SAY THE UNIVERSITY IS WAIVED SOVEREIGN IMMUNITY AS A BACK

CLAIM.

>> Robert J. Sniffen: WE WOULD SAY IF A STUDENT PAID TUITION FEES AND ALL THE CHARGES.

>> Justice John Couriel: NO NO FOCUS ON THE TUITION IF ROJAS SAID THE SERVICES I RECEIVED WERE SO BAD THAT THEY DO NOT CONSTITUTE EDUCATIONAL SERVICES AS DEFINED, THEREFORE I WANT MY MONEY BACK FOR MY TUITION WOULD SOVEREIGN IMMUNITY BE WAIVED AS TO THAT CLAIM?

>> Robert J. Sniffen: WE WOULD SAY THAT FINANCIAL LIABILITY AGREEMENT DOES MAKE AN EXPRESS CONTRACT BETWEEN THE PAYMENT OF TUITION AND FEES AS IT SAYS AND THE RIGHT TO ENROLL.

>> Justice John Couriel: YES.

>> Chief Justice Carlos Muniz: ALL YOU'RE GETTING IS RIGHT TO ENROLL.

>> Robert J. Sniffen: FOR THE PAYMENT OF TUITION FEES.

>> Chief Justice Carlos Muniz: YOUR ANSWER TO HIS QUESTION AS FAR AS EDUCATIONAL SERVICES THE MEANING OF THE TERM IS THE RIGHT TO ENROLL I THINK HE'S TRYING TO PUT SOME MEAT ON THE BONE OF EDUCATIONAL SERVICES.

>> Robert J. Sniffen: THE AGREEMENT SAYS EXPRESS TO ENROLL AND TO GET THE VALUE OF THAT.

>> Justice Charles Canady: CAN I TAKE IT ONE STEP FURTHER AT THIS EXAMPLE WAS ABOUT A CLAIM THAT THE SERVICE WERE INADEQUATE OR DEFICIENT IN SOME REQUEST. WHAT ABOUT A CIRCUMSTANCE WHERE EVERYTHING WAS PAID AS IT SHOULD BE PAID. FOR A PARTICULAR COURSE THE STUDENT REGISTERED FOR THE COURSE.

UNIVERSITY DECIDED WE ARE OVER ENROLLED FOR THAT COURSE.

UNFORTUNATELY, WE HAVE AN OVER ENROLLMENT AND YOU CANNOT PARTICIPATE IN THE COURSE . WOULD THE STUDENT HAVE A CLAIM TO GET THAT MONEY BACK.

>> Robert J. Sniffen: I THINK THE COURT CAN EVALUATE WITH THE RIGHT TO ENROLL IS IT IS THE ABILITY TO CHOOSE CLASSES. I DON'T THINK THERE'S ANY EXPECTATION THAT STUDENTS WILL GET EVERY CLASS HE OR SHE CHOOSES AT THE TIME THAT THEY EXPECT OR WANT TO GET IT.

IN THAT SENSE NO, DON'T THINK OF THE CLAIM FOR EVERY POSSIBLE WISH AND DREAM OF YOUR CLASS SCHEDULE. BUT, I THINK IF THE RIGHT TO ENROLL WAS COMPLETELY DENIED THEN CERTAINLY THERE WOULD BE A CLAIMANT THERE.

>> Chief Justice Carlos Muniz: IT SEEMS LIKE ONE WAY IT SEEMS LIKE THE MOST STRAIGHTFORWARD WAY OF LOOKING AT THIS THIS IS MAYBE WHAT THE KENTUCKY COURT WAS DOING THE SAME LOOK THERE IS A WRITTEN AGREEMENT HERE WHICH EXPRESS JUST MEANS LAID OUT IN WORDS OF CONDUCT.

HE HAD A WRITTEN AGREEMENT THAT SAYS THE STUDENT PAYS TUITION AND FEES ON THE ONE HAND THE UNIVERSITY PROVIDES EDUCATIONAL SERVICES ON THE OTHER HAND.

THEY ARE SAYING THAT EDUCATIONAL SERVICES I THINK PART OF THEIR ARGUMENT IS EDUCATIONAL SERVICES INCLUDES THIS BASKET OF THINGS FROM CLASSES TO BEING ABLE TO RIDE ON BUSES TO HEALTHCARE ETC. THEY ARE SAYING IF I ENROLL

IN AN ONLINE STUDENT I DON'T HAVE TO PAY FOR THESE FEES ARE IN DISPUTE AND WHATEVER LIGHT IS IT NOT ENOUGH TO GET THROUGH THE SOVEREIGN IMMUNITY HURDLE TO SAY WE HAVE A WRITTEN CONTRACT THE FIGHT IS OVER WHAT DOES EDUCATIONAL SERVICES MEAN?

AS A MATTER OF BASIC CONTRACT LAW THERE IS ALSO SOME STUFF THEY CAN GO INTO THAT COULD BE READING ALL THE DOCUMENTS TOGETHER WITH A TERM IT COULD BE CUSTOM AND USAGE IT COULD BE WHATEVER EVIDENCE THAT MIGHT SHED LIGHT OF WHAT THE MUTUAL UNDERSTANDING WHAT THAT WAS INCLUDING JUST A TRADITIONAL EXPEDITION WILL NOT GET EVERY CLASS JUST LIKE THIS MAY BE A TRADITIONAL EXPECTATION THAT SOMETIMES THE FITNESS CENTER WILL BE CLOSED FOR RENOVATION THIS SEMESTER YOU HAPPEN TO BE THERE OR WHATEVER WHY IS IT NOT JUST A BASIC CONTRACT CASE LIKE THAT WHICH CASE THEY WOULD HAVE A RIGHT TO AT LEAST GET PAST THE SOVEREIGN IMMUNITY .

>> Robert J. Sniffen: IS A FOR TWO REASON THE KENTUCKY CASE WAVING SOVEREIGN IMMUNITY IS BASED ON A WRITTEN CONTRACT.

>> Chief Justice Carlos Muniz: I DON'T KNOW EXPRESS WRITTEN EXPRESS JUST MEANS IN WORDS.

EXPRESS DOES NOT MEAN I DON'T THINK WE COULD LIVE WITH THE RULE IN PRACTICAL TERMS THAT SAID THE STATE CAN ONLY BIND ITSELF TO CONTRACTS THAT ARE SO CLEAR AS A MATTER OF LAW IF THERE IS NO AMBIGUITY WHATSOEVER. I DON'T KNOW IF THE WORLD CAN FUNCTION UNDER THAT REGIME.

AND.

[LISTING NAMES] DOES NOT SAY THAT.

>> Justice Charles Canady: CAN THE STATE FUNCTION ON THAT? THIS IS A TWO WAY SWORD.

>> Robert J. Sniffen: I THINK THE STATEMENT OF EXPRESS IS BOTH PARTIES STATE WHAT THE AGREEMENT IS . IT IS NOT JUST A ONE-SIDED PIECE OF PAPER. BUT THE SECOND POINT IS THAT IN KENTUCKY THERE WERE 18 SPECIFIC SERVICES THAT THE CONTRACT SAID WOULD BE PROVIDED, AND NONE OF THOSE WERE PROVIDED. HERE YOU'VE GOT THE PETITIONER INCORPORATING THE STATUTE AS PART OF HIS CONTRACT THAT IS PART OF HIS COMPLAINT AND OF COURSE THERE ARE OTHER USES OF THESE FEES RATHER THAN THE VERY THING HE IS SEEKING.

>> Chief Justice Carlos Muniz: THAT IS KIND OF A MERITS ISSUE THEY ARE SAYING ESPECIALLY THINK THE WHOLE ONLINE THING I DON'T KNOW WHAT THE RIGHT ANSWER HERE IS BUT THIS IS EVERYBODY I THINK IF YOU READ 50 OF THESE CASES EVERYBODY ACKNOWLEDGES THAT THE UNIVERSITY STUDENT RELATIONSHIP IS VERY UNIQUE.

I THINK IN THIS CASE THE FACT THAT THE UNIVERSITY CHARGES THESE FEES GIVES THESE ONLINE STUDENTS THE OPTION NOT TO PAY THEM ON THE ASSUMPTION THEY ARE NOT USING OR AT LEAST NOT BEING OFFERED THE SAME THING AS THESE OTHER STUDENTS. THROUGH NO FAULT OF ANYONE THE PANDEMIC COMES ALONG EVERYBODY BECOMES A DE FACTO ONLINE STUDENT.

AT LEAST ACCORDING TO THE ALLEGATIONS THAT WE HAVE TO ACCEPT AS TRUE.

THE BUSES STOPPED RUNNING HEALTH CENTER CLOSES THE FITNESS CENTER CLOSES THERE ARE NO SPORTING EVENTS OR WHATEVER. IT DOESN'T SEEM POSSIBLE TO SUGGEST THAT SOMETHING THAT A STUDENT WOULD HAVE RATIONALLY THOUGHT THEY WERE BARGAINING FOR JUST IS NOT BEING PROVIDED AND THE QUESTION IS WHO IS GOING TO BEAR THE BRUNT OF THAT IS IT GOING TO BE THE STUDENT OF THE SCHOOL? I THINK THAT'S A VERY LOCATED MERIT QUESTION BUT I DON'T KNOW AS FAR AS JUST DID THEY ALLEGE THAT WE HAD AN AGREEMENT HAVE THEY ALLEGED THAT THERE WAS A BREACH? I DON'T KNOW WHY THAT IS NOT ENOUGH TO GET PAST AT LEAST THE SOVEREIGN IMMUNITY HURDLE.

>> Robert J. Sniffen: I SAY TWO THINGS TO THAT PETITIONER NEVER DISAGREES UNIVERSITY HE SAYS THEY DID CREATE STUDENT EXPECTATIONS CERTAINLY THEY THINK THAT MAYBE I CAN GO TO THE RECREATION CENTER IF THE RECREATION CENTER WAS FLOODED NO STUDENT WOULD EXIT BACK TO GO TO THE RECREATION CENTER WHILE WATER IS THERE UNTIL IT IS DRIED OUT. THOSE EXPECTATIONS ARE NOT WRITTEN INTO ANY EXPRESS CONTRACT. BUT I THINK MORE IMPORTANTLY IS WHEN THE COURT IS LOOKING AT THE PETITIONER'S ALLEGATIONS THEY ARE LOOKING AT THE CONTRACT THAT HE PROVIDED. THE COURT SHOULD DO THAT AT THEM MOTION TO DISMISS STAGE. IN THE CONTRACT HE PROVIDED IT INCORPORATES THE STATUTE. THE COURT CAN LOOK AT IT AND SAY OKAY THE RELIEF HE IS SEEKING IS ON-CAMPUS ONLY SERVICES DURING THE SPRING AND SUMMER 2020 TERMS. IS THERE ANY POSSIBLE OTHER USE OF THOSE FEES IN THE CONTRACT? THE ANSWER IS OF COURSE. THE STATUTES GIVE ALL KINDS OF OTHER USES OF THE FEES.

EVEN FOR THOSE STUDENTS THAT ARE TRADITIONALLY ON-CAMPUS AND WOULD PAY THE FEES THOSE FEES CAN GO TO CAPITAL OUTLAYS.

>> Justice John Couriel: WHY DOES THE SCHOOL OFFER THESE TWO PACKAGES IT SEEMS EVERYTHING WOULD MAKE SENSE IF EVERY UF STUDENT PAID THIS AND THEN IT WOULD BE MORE LIKE A TAX.

>> Robert J. Sniffen: I THINK AGAIN, THE PETITIONER DOES NOT SAY YOU HAVE OFFERED NOTHING AT ALL.

FOR THE FEES HE DOES NOT SAY THAT THEY ACTED UNREASONABLY. I THINK A NORMAL ENVIRONMENT THINGS LIKE GOING TO THE REC CENTER WOULD BE AVAILABLE. BUT THEY ARE NOT REQUIRED THAT IS THE DIFFERENCE.

JUSTICE SASSO YOU ASKED ABOUT.

[LISTING NAMES].

THE KEY IN.

[LISTING NAMES] IS A QUESTION OF SCOPE. THE COURT SAID THERE THAT EVEN IF WE AGREE THE CONTRACT PRINCIPLES APPLY IN THE ANALYSIS, THAT " FINDING SOVEREIGN TO IMPLIED CONTRACTS IS DIFFERENT FROM REQUIRING THE SOVEREIGN TO PAPERWORK BEYOND THE CONTRACT".

IN.

[LISTING NAMES] YOU HAD A CONTRACT TO UPDATE AN AIRPORT. IN A SUIT FOR EXTRA DRAINAGE WORK ADDITIONAL DRAINAGE WORK THE COURT SAID THAT ADDITIONAL DRAINAGE WORK IS OUTSIDE THE SCOPE OF THIS EXPRESS CONTRACT. SAME THING OCCURRED IN SOUTHERN ROAD BUILDERS WITH THE THIRD DCA MOTION TO DISMISS SAID THE EXPRESS CONTRACT IS TO BUILD THE MARLINS FACILITY. AND THERE WAS EXTRA WORK OUTSIDE OF THE CONTRACT THAT EXTRA WORK IS NOT BROUGHT INTO THE EXPRESS CONTRACT. THE SAME EXISTS HERE. WHERE THE PETITIONER IS SAYING THE EXPRESS CONTRACT IS FOR ON-CAMPUS SERVICES AT A SPECIFIC TIME. BUT NOTE THE CONTRACT PROVIDES FOR OTHER WAYS TO USE THE FEES.

THERE IS NO REQUIREMENT OR RELIANCE ON ON CAMPUS ONLY FEES WHEN STUDENTS PAID THESE VARIOUS THIEVES. THERE ARE OTHER USES OF THE FEES.
>> Chief Justice Carlos Muniz: ISN'T THERE POINT THERE WAS NOT A SUBSTITUTE SO THE HEALTH CENTER IS CLOSED SO YOU CAN CALL AND GET A TELEMEDICINE OR WHATEVER. AT THIS STAGE WE ARE WORKING OFF THEIR ACTUAL ALLEGATIONS. I DON'T THINK NONE OF US WE DON'T HAVE ANY IDEA WHAT EXACTLY FISCAL DID AND WHAT YOU TRY TO DO TO GIVE PEOPLE THE BEST SUBSTITUTE THEY COULD OR WHATEVER. BASED ON THEIR ALLEGATIONS BASICALLY SAYING IS NOT JUST ON-CAMPUS THEY DIDN'T OFFER US WE PAID FOR X, Y, AND Z AND IT ALL WENT AWAY. THAT'S THE ALLEGATION.

>> Robert J. Sniffen: THEY SAY THAT THE CONTRACT THEY PROVIDE IS DIFFERENT. WE BELIEVE THE COURT ON A MOTION TO DISMISS BECAUSE THE CONTRACT UNDER THE FLORIDA RULES IS REQUIRED TO BE ATTACHED BECAUSE THERE IS DIFFERENCE BETWEEN NOTICE, PLEADING IN FACT PLEADING IN FEDERAL AND STATE COURTS THIS PART OF THE PROBLEM WITH.

[LISTING NAMES] IT HAD A PLEADING STANDARD.

THE COURT CAN LOOK AT THE CONTRACT IF THE COURT CAN LOOK AT THE CONTRACT ON A MOTION TO DISMISS AND BUILD THE RELIEF YOU ARE SEEKING IS NOT REQUIRED IT IS NOT RELIED ON. IT IS NOT MANDATED.

BY THIS EXPRESS CONTRACT TO PROVIDE TUITION AND EDUCATIONAL SERVICES. SOMETHING ELSE AND IF THE CONTRACT ON THE PIECE OF PAPER THAT ARE ATTACHED TO THIS COMPLAINT CAN BE PROVIDED. IT IS NOT EXPRESSED. THE RELIEF HE DEMANDED IS NOT THE ONLY WAY FOR UF TO USE THOSE FEES. ANY OTHER QUESTIONS I WILL TURN TO THE ATTY. GEN.'S OFFICE.

>> GOOD MORNING MR. CHIEF JUSTICE MAY IT PLEASE THE COURT.

[LISTING NAMES] UNDER THE FLORIDA CONSTITUTION AND THIS COURT'S PRECEDENTS SOVEREIGN IMMUNITY MAY ONLY BE WAIVED BY THE LEGISLATURE THROUGH GENERAL LAW. AS THE PARTY CLAIMING THE STATE WAIVED SOVEREIGN IMMUNITY ROJAS HAD THE BURDEN OF IDENTIFYING SUCH IN HIS COMPLAINT. HE DID NOT ATTEMPT TO MEET THAT BURDEN. HE MISINTERPRETS THIS COURT'S PRECEDENTS AS SAYING A STATE OFFICIAL WAIVED SOVEREIGN IMMUNITY BY ENTERING INTO A CONTRACT SOME DISTRICT COURTS HAVE INTERPRETED THEM THE SAME WAY. TO CLEAR THIS CONFUSION THE COURT SHOULD REEMPHASIZE THE

LEGISLATURE WAIVED SOVEREIGN IMMUNITY AND CONTRACT ACTIONS BY AUTHORIZING STATE OFFICIALS TO ENTER INTO THAT TYPE OF CONTRACT. THE STATE OFFICIAL ENTERING INTO THE CONTRACT DOES NOT AND CANNOT WAIVE THE STATE SOVEREIGN IMMUNITY THEMSELVES THIS COURT SHOULD ALSO EMPHASIZE THE PARTIES BRING CONTRACT ACTIONS AGAINST THE STATE BEAR THE BURDEN OF A DEFINED GENERAL LAW AUTHORIZING THAT CONTRACT.

HAD THE DISTRICT COURT REQUIRED ROJAS TO WAIVE SOVEREIGN IMMUNITY BEFORE MOVING ON TO THE EXISTENCE OF A CONTRACT IT WOULD BE CLEAR SOVEREIGN IMMUNITY WAS NOT WAIVED. THE STATUTE ROJAS SEEMS TO BE RELYING ON SECTION 1009 24 DOES NOT AUTHORIZE THE UNIVERSITY TO BIND ITSELF TO PROVIDE STUDENTS THE REQUESTED SERVICES IN EXCHANGE FOR MANDATORY FEES CREATES A GOVERNMENT TAX.

>> Justice John Couriel: IT DOESN'T REQUIRE IT BUT ONLY ALLOWS IT. ONCE IT HAS AVAILED ITSELF OF THAT PERMISSION THEN WHAT?

>> IT HAS THE AUTHORITY JUST AS ANY OTHER GOVERNMENT ENTITY WHICH PROVIDES SERVICES.

>> Justice John Couriel: DOES THAT NOT CONSTITUTE WAIVER IF THE UNIVERSITY AVAILS ITSELF OF THE TERM OF THE STATUTE BY DOING WHAT IT IS ALLOWED TO DO HOW IS THAT ANYTHING BUT A WAIVER OF ITS IMMUNITY TO BE SUED IF IT FAILS TO PERFORM WHAT IT UNDERTAKES TO DO?

>> YOUR HONOR IT IS NOT JUST AUTHORIZED TO LIFT THESE FEES IT'S AUTHORIZED TO COLLECT THESE FEES IS AUTHORIZED TO PROVIDE SERVICES IN ITS DISCRETION TO BENEFIT THE STUDENT BODY IN GENERAL AND THE WAYS THAT THE UNIVERSITY INTENDS THEM TO BRING UNDER PAN AM LED THE LEGISLATURE CAN ALLOW THE UNIVERSITY TO SUBJECT ITSELF TO CONTRACT ACTIONS BY AUTHORIZING THE CONTRACT OR AUTHORIZING ACTIVITIES THAT AS A MATTER OF PRACTICALITY ARE THE CONTRACT.

CHARGING FEES AS IT IS REQUIRED TO DO IS NOT ANY KIND OF COMMITMENT FROM THE UNIVERSITY TO WORK FROM THE LEGISLATURE I MEAN TO PROVIDE STUDENTS THIS AVENUE OF RELIEF.

>> Justice John Couriel: WHAT AVENUE OF RELIEF ARE THEY ALLOWED IF NOT ALLOWED THIS ONE?

>> Justice John Couriel: WHAT I'M TRYING TO EXPOSE YOU ARE BASICALLY SAYING NONE.

YOU ARE BASICALLY SAYING THE UNIVERSITY CAN TAKE THEIR TUITION NOT PERFORM ANY OF THESE THINGS TAKE THEIR FEES AND WE ARE OUT OF LUCK. THAT IS THE POSITION YOU'VE CHOSEN TO ADVOCATE FOR?

>> NO YOUR HONOR TUITION IS SEPARATE.

>> Justice John Couriel: NOT TUITION BUT FEES.

>> THAT IS CORRECT THE LEGISLATURE ESTABLISHED.

>> Justice John Couriel: HOW IS IT IN THE INTEREST OF THE STATE OF FLORIDA FOR THE ATTY. GEN. TO TAKE THE POSITION THAT THE UNIVERSITIES OF THE STATE SHOULD BE JUDGMENT PROOF WITH RESPECT TO FEES THAT THEY CHARGE.

HOW CAN THE STATE DO BUSINESS IF THAT IS THE RULE?

>> AS PAN AM ESTABLISHES YOUR HONOR ANY CONTRACT IS AUTHORIZED BY THE STATE OR AN ACTIVITY THAT REQUIRES A CONTRACT OPENS THE STATE UP TO RELIEF FOR SUCH A PLAINTIFF.

THE PROBLEM IS THE LEGISLATURE PRETTY CLEARLY LOOKING AT THE STRUCTURE OF THIS 1009.24 NEVER INTENDED FOR CONTRACT ACTIONS LIKE ROJAS IS BRINGING HERE TO BE ON THE TABLE.

THAT WAS THE LEGISLATURE'S CHOICE NOT TO BE THROUGH JUST BY THE WAY THE STATUTE IS FRAMED.

>> Justice Charles Canady: IT DOESN'T SEEM TO GIVE AN INDIVIDUAL RIGHT ALONG THE LINES OF THE QUESTIONS I WAS ASKING EARLIER IS THAT HOW YOU REACH THAT?

>> THAT IN ADDITION TO HOW PANEM CAME OUT YOUR HONOR.

IF THE ABILITY OF THE UNIVERSITY TO GIVE THE SERVICES TO STUDENTS WAS REQUIRED IN SOME WAY THESE KIND OF CONTRACTS THAT WOULD BE A VERY DIFFERENT QUESTION.

HERE BECAUSE THE LEGISLATURE CREATED THIS QUASI- TAXPAYER GOVERNMENT RELATIONSHIP THE LEGISLATURE DECIDED TO TREAT IT DIFFERENTLY.

THERE IS NO CLEARLY INTENDED CONTRACT TO BE COVERED FOR.

>> Chief Justice Carlos Muniz: I CAN'T REMEMBER IF YOU CITED THIS IN YOUR BRIEF IS THERE A SPECIFIC STATUTORY AUTHORIZATION FOR CONTRACTS AS THEY RELATE TO TUITION AND BEING ABLE TO GO AFTER STUDENTS WHO DON'T PAY THEIR BILLS?

>> YES AND FOR TUITION TUITION IS DEFINED AS

>> Chief Justice Carlos Muniz: I KNOW IT IS SOMETHING THAT HAS TO BE CHARGED I'M JUST WONDERING LEST THERE IS A STATUTE THAT SAYS UNIVERSITY MAY ENTER INTO CONTRACTS IN WHICH THEY WILL OFFER AN CLASSES IN EXCHANGE FOR TUITION MAY BE I CAN SEE THAT.

IF THE SAME KIND OF VAGUE IDEA OF WE ARE OFFERING A SERVICE THAT IS VOLUNTARY WE HAVE TO HAVE CONTRACTS SO WE CAN GO AFTER STUDENTS WHO DON'T PAY AND THEY KNOW WHAT THEY'RE GETTING FROM US I DON'T KNOW WHY TUITION AND THESE THINGS WOULD BE ANY DIFFERENT.

>> THE SITUATION IS DEFINED AS THE BASIC FEE CHARGED TO THE STUDENT BY INSTRUCTION FOR EDUCATIONAL INSTITUTION THERE WAS A DIRECT TIME FOR TUITION BEING PAID FOR RECEIVING INSTRUCTION. 1009.24 SETS FOR UNDERGRADUATE \$105.07 PER CREDIT HOUR.

>> Chief Justice Carlos Muniz: IN TERMS OF THE AUTHORITY TO CONTRACT THERE IS NO DIFFERENCE.

>> IT IS AUTHORIZING THE UNIVERSITY TO CHARGE TUITION A SET AMOUNT OF MONEY TO RECEIVE INSTRUCTIONAL SERVICES WHICH UNDER PAN AM I BELIEVE WOULD DO AWAY WITH THE STATE SOVEREIGN IMMUNITY.

BEYOND THAT THE STATE UNIVERSITIES ARE BOUND TO GIVE STUDENTS DEGREES IF THEY COMPLETE A CERTAIN NUMBER OF COURSES AND CREDIT HOURS SUBJECT TO CERTAIN GENERAL EDUCATION AND OTHER REQUIREMENTS.

THERE ARE VARIOUS STATUTES I BELIEVE THAT AUTHORIZE THE TUITION

CONTRACTS BUT THERE IS NOTHING SIMILAR FOR THE FEES HERE.

I'M RUNNING OUT OF TIME THE STATE RESPECTFULLY ASKES THE COURT TO REAFFIRM THE BASIC PRINCIPLE THAT THE PARTIES BRING ACTION AGAINST THE STATE ARE REQUIRED TO IDENTIFY THE GENERAL LAW WHICH SOVEREIGN IMMUNITY WAS WAIVED.

>> Douglas F. Eaton: I OBVIOUSLY DISAGREE WITH THE INTERPRETATION OF PAN AM WHICH ALLOWS THE STATE TO ENTER INTO AN EXPRESS CONTRACT IT DOESN'T HAVE TO HAVE A STATUTORY BASIS TO ENTER EVERY SINGLE EXPRESS CONTRACT THE STATE CANNOT DO BUSINESS IF THAT IS THE CASE.

THE COURT DECIDED THAT THE STATE CAN CONTRACT. WE HAVE A STATUTE THAT REQUIRES THESE CHARGES TO BE BROUGHT JUSTICE CANADY I DID POINT TO POINT UP THERE IS LANGUAGE IN THE TRANSPOSITION FEES IT SAYS THE FEES SHALL BE USED UNREASONABLE COST OF SERVICES THERE IS A MANDATORY REQUIREMENT THEREFORE LEAVE THE TRANSPORTATION FEE.

IT HAS TO BE SPENT ON TRANSPORTATION THAT'S ANOTHER REASON FOR DISCOVERY. JUSTICE COURIEL'S POINT IS WELL TAKEN THEY ARE ASKING THE SCHOOL TO BE JUDGMENT PROOF.

>> THERE IS NOT ACCOUNTABILITY PROOF YOU HAVE ALL SORTS OF ACCOUNTABILITY. YOU HAVE COMMUNITY FORM FOR EXPENDITURE OF FEES YOU HAVE THESE FEES BEING RUN THROUGH THE BOARD OF TRUSTEES WHICH ITSELF IS ACCOUNTABLE TO THE EXECUTIVE BRANCH.

YOU HAVE DEPOSITS WHERE ACCOUNTS WHERE IT NEEDS TO BE SPECIFICALLY DEPOSITED.

TO ACT LIKE THE UNIVERSITY IS UNACCOUNTABLE TO THE PUBLIC FOR THE EXPENDITURE OF FEES IS NOT ACCURATE.

>> Douglas F. Eaton: THE BOARD AND EVERYTHING THAT'S RELATED TO ACTIVITIES AND SERVICE FEES I DON'T REMEMBER THAT BEING IN THE OTHER FEES THAT'S NOT ACCOUNTABLE TO THE STUDENTS PAYING FOR THOSE. IF THEY DON'T PROVIDE TO THOSE STUDENTS WHAT RECOURSE DO THEY HAVE. THEY WANT TO BE JUDGMENT PROOF IF ROJAS DID NOT PAY THE FEES HE GETS SENT TO COLLECTIONS FOR THOSE UNDER THE FLA.

THEY GET TO SUE HIM FOR NOT PAYING HE DOESN'T GET TO GO TO SCHOOL IF HE DOESN'T PAY BUT IF HE PAYS IT AND HE DOESN'T GET ANYTHING IN RETURN HE HAS NO RECOURSE. THAT'S THE POSITION THAT UF IS TAKING THAT THE STATE IS TAKING THAT THE ROJAS THE MAJORITY IS TAKING [LISTING NAMES] GOT IT RIGHT THAT IS ILLUSORY WE DON'T DO THAT WE HAVE A DOCUMENT CALLED FUNDAMENTAL FAIRNESS IN THIS STATE THE SUPREME COURT 1941 TALKED ABOUT THE STATE DOING A ONE-SIDED CONTRACT SAYS WE CAN ENFORCE IT YOU CAN'T IT'S FUNDAMENTALLY UNFAIR. THIS VIOLATES THE SEVERAL WRITINGS DOCUMENT THIS VIOLATES THE ILLUSORY CONTRACTS DOCTRINE THIS VIOLATES THE FUNDEMENTAL FAIRNESS DOCTRINE ROJAS DOES NOT ADDRESS ANY OF THOSE ISSUES. JUDGE. [LISTING NAMES] DOES. IF YOU LOOK AT HONESTLY.

[LISTING NAMES] DEALS WITH EVERY ARGUMENT MADE BY THE SCHOOL HERE. THEY

DEAL WITH THEM VERY WELL THE IDEA THAT ALL YOU ARE PAYING FOR IS IT THE RIGHT TO REGISTER.

HE REJECTS THAT OUT OF HAND. HE SAYS SPECIFICALLY THAT DOG WON'T HUNT.

>> Chief Justice Carlos Muniz: THERE IS A LOT OF DIFFERENCE BETWEEN THE RIGHT TO REGISTER ON ONE EXTREME AND AT THE RIGHT TO THE LEVEL OF SPECIFICITY THAT YOU ARE ARGUING FOR.

I THINK IT COMES DOWN TO THE MEANING OF EDUCATIONAL SERVICES IF THIS WERE A NORMAL CONTRACT CASE I THINK THERE WOULD BE A LOT TO GOING INTO FIGURING THAT OUT. I THINK AT THE END OF THE DAY WHAT YOU ARE ASKING FOR IS ARGUABLY ON THE OTHER EXTREME AND OF THE POSITION THAT AS LONG AS WE LET YOU ENROLL THEN ALL BETS ARE OFF AFTER THAT.

>> Douglas F. Eaton: YOUR HONOR I DON'T THINK IT'S EXTREME HAVE SOMEBODY BE BOUND BY THE CONTRACT IF YOU PAY FOR SERVICES THAT ARE SPECIFICALLY DELINEATED FOR THE SERVICE THAT YOU RECEIVE SOMETHING FOR THAT I DON'T THINK THE KENTUCKY SUPREME COURT CAN BE LABELED EXTREME IN THE WAY THEY CAME AT THIS.

>> Justice: COUNSELOR IF I CAN ASK YOU A QUESTION IF ONE YEAR NOT THE PANDEMIC THAT THEY USED ALL OF THESE FEES EVERY BIT OF IT ACTIVITIES WENT TO A RELIEVE DEBT REPAYMENT TRANSPORTATION WENT TO CAPITAL IMPROVEMENT.

ALL OF THESE FEES WENT FOR SOMETHING ALLOWED BY THE STATUTE BUT NOT IMPROVING THE LIFE OF THE STUDENT IN ANY WAY.

WOULD YOU STILL HAVE THE SAME CLAIMS?

>> Douglas F. Eaton: YES, IF THEY DID NOT PROVIDE ANY SERVICES IN EXCHANGE FOR THAT AND THEY USED THEM IN A MANNER NOT AUTHORIZED BY THE STATUTE.

>> Justice: THEY ARE ALL AUTHORIZED BY THE STATUTE.

>> Douglas F. Eaton: THE TRANSPORTATION FEE CANNOT BE USED FOR CAPITAL IMPROVEMENT. I DON'T THINK THEY CAN USE THE SERVICE FEE THEY HAVE TO GET APPROVAL FOR THAT IF THEY DON'T FOLLOW THE STATUTORY REQUIREMENTS DOING THAT WOULD BE IN VIOLATION THEY WOULD BE IN BREACH. THEY HAVE TO FOLLOW THE STATUTE THERE'S NOTHING.

>> Justice: WHAT YOU DESCRIBED IS NOT A PRIVATE CAUSE OF ACTION FOR PRIVATE BREACH OF THE STATUTE IS NOT A CONTRACTUAL OBLIGATION.

>> Douglas F. Eaton: THE STATUTE DOES NOT NEED TO HAVE A PRIVATE CAUSE OF ACTION WERE SUING BECAUSE WE DO NOT PROVIDE YOU WERE NOT PROVIDED THE SERVICES THAT WERE PAID FOR. THE DEFENSE IS WE DID NOT HAVE TO PROVIDE IT BECAUSE WE ALLOCATED ALL THE SERVICE AND ACTIVITY FEES AT ISSUE TO CAPITAL IMPROVEMENTS IF THEY DIDN'T ACTUALLY DO THAT PROPERLY THEN THAT WOULD BE A BREACH FOR THE STUDENT.

>> Justice: WHAT IF THEY TRANSFERRED IT ALL TO THE NEXT YEAR.

>> Douglas F. Eaton: THEY ARE ALLOWED TO DO THAT WITH ONLY THE SERVICE AND ACTIVITY FEES. THE CLAUSE IS NOT IN THE OTHER FEES. AGAIN TRANSPORTATION FEE SAYS SAID IT SPACE A REASONABLE COST YOU MUST SPEND.

>> Justice Charles Canady: WHERE IS THAT PROVISION? THAT PROVISION YOU ARE STATING WHAT PROVISION IS THAT?

TRANSPORTATION ACCESS FEES. THAT IS NOT IN R?

>> Douglas F. Eaton: 100.24 14.

>> Justice Jorge LaBarga: THERE IS A LOT UNDER THAT.

>> Justice Charles Canady: ARE YOU SAYING IT'S R THAT'S WE'RE TALKING ABOUT TREPIDATION EXCESS FEES I'M JUST LOOKING FOR LEG WHICH YOU ARE FINDING RECITING I'M NOT FINDING I'M ASKING WHAT'S IN THE STATUTE.

>> Douglas F. Eaton: MY BRIEF ABOUT THE STATUTE I'VE GOT 14 AND SUBSECTION.

>> Justice Charles Canady: SUBSECTION R REFERS TO TRAFFIC AND PARKING FINES CHARGES FOR PARKING AND TRANSPORTATION ACCESS FEES. THAT'S WHERE I THINK IT REFERS TO THAT.

THEN IT SAYS ONLY UNIVERSITY WIDE TRANSPORTATION ACCESS FEES MAY BE INCLUDED IN ITS ULTIMATE FINANCIAL ASSISTANCE. I'M NOT SEEING WHICH WE TALK ABOUT AND SEEING THAT REFERENCE I'M NOT SAYING IS NOT THERE I'M JUST ASKING WHERE IT IS.

>> Douglas F. Eaton: I'M SORRY YOUR HONOR WHAT I HAVE IS 14 "SHALL BE BASED ON REASONABLE COST OF SERVICES " I REMEMBER READING IT I CAN ASSURE YOU IT IS IN THE STATUTE AND THAT LANGUAGE REFERENCE TO IT.

>> Justice Charles Canady: I WILL DO A SEARCH.

>> Douglas F. Eaton: MY APOLOGIES.

>> Chief Justice Carlos Muniz: THIS CAME TO US AS A CERTIFIED QUESTION.

DO YOU AGREE I GUESS YOUR POSITION IS ABOUT THE QUESTION IS JUST KIND OF STATED THIS ABSTRACT SENSE OF IS THEIR SOVEREIGN IMMUNITY FOR THESE FEES ACROSS THE BOARD.

IT WOULD REALLY IF WE PROCEEDED TO THE STAGE OF JUST SORT OF LOOKING AT THESE PARTICULAR DOCUMENTS READ IN LIGHT OF THE STATUTE THEN CAME TO A CONCLUSION AS A MATTER OF LAW IT MEANS X OR Y. THAT WOULD REALLY BE GOOD THERE MAY BE SOME KIND OF METHOD PRECEDENT WE WOULD BE SETTING YOU ENOUGH PEOPLE TAKE THAT AND IMMEDIATELY MECHANICALLY GET RID OF IT OR RESOLVE EVERY OTHER CASE YOU WOULD STILL HAVE TO LOOK AT THE SPECIFICS?

>> Douglas F. Eaton: THAT'S WHAT ARGUMENT I THINK THE CERTIFIED QUESTION THE WAY IT IS WRITTEN IS IMPROPER BECAUSE IF THE ANSWER IS YES. SOVEREIGN IMMUNITY CAN BAR THE CLAIMS OF NO EXPRESS CONTRACT.

I JUST THINK THERE IS A BRIGHT LINE RULE IN THE DESIGN.

>> Justice Charles Canady: LET ME ASK YOU THIS DID THE DISTRICT COURT PASS ON THE CERTIFIED QUESTION?

[LAUGHTER]

>> Douglas F. Eaton:

>> Justice Charles Canady: BEING STANDING HERE TODAY THE ANSWER HAS TO BE YES.

>> Douglas F. Eaton: NOT ALWAYS.

SOMETIMES THEY SIT HERE WITHOUT PASSING ON THAT.

>> Justice Charles Canady: THE CONSTITUTION SAYS THEY HAVE TO PASS ON THE QUESTION THAT'S THE ONLY WAY THEY CAN CERTIFY IT. OTHERWISE WE DON'T HAVE A JURISDICTION.

I DON'T KNOW.

PRETTY SKETCHY.

PRETTY SKETCHY.

>> Douglas F. Eaton: I THINK THEY ANSWERED THAT IN THIS CASE BASED ON THE FACTS BUT THEY DID NOT ANSWER HIS GENERAL PRINCIPLE.

I DON'T THINK YOU CAN ANSWER THAT AS A GENERAL PRINCIPLE. WHETHER SOVEREIGN IMMUNITY BARS A BREACH OF CONTRACT CASE BASED ON THE UNIVERSITY FAILURE TO PROVIDE STUDENTS WITH ONLINE ACCESS TO SERVICE AND COMMITTEES SOVEREIGN IMMUNITY DOES NOT BAR THAT.

>> Chief Justice Carlos Muniz: IF YOU WANT A CONTRACT THAT 1000 PEOPLE WOULD AGREE THAT SAID THE UNIVERSITY AGREES TO PROVIDE X, Y, AND Z THERE'S SOMETHING ABOUT THE DOCTRINE OF SOVEREIGN IMMUNITY THAT WOULD PREVENT THAT SUBJECT MATTER.

>> Douglas F. Eaton: EXACTLY THAT'S WHY HAVE A QUESTION OR PROBLEM WITH THE QUESTION AS IT IS WRITTEN.

>> Chief Justice Carlos Muniz: DO YOU WANT TO TAKE 30 SECONDS TO CLOSE UP.

>> Douglas F. Eaton: YES I WOULD LIKE TO END WITH THE QUOTE FROM [LISTING NAMES] "NOTING ON CAMPUS STUDENTS ARE CHARGED A HIGHER RATE THAN THOSE STUDENTS OFF CAMPUS.

THE SAID BY DEFINING A PRODUCT OR SERVICE IN WRITING AND CHARGING A PRICE FOR THOSE PRODUCTS OR SERVICES IN WRITING THE UNIVERSITY NONETHELESS HAS NO RECIPROCAL CONTRACT OBLIGATION TO PROVIDE SAID PRODUCTS AND SERVICES AS DEFINED ONCE THE OFFER HAS BEEN ACCEPTED THEY TERM THAT ARGUMENT.

SUFFICIENT. I AGREE WITH THAT THAT IS WHAT WE ARE TALKING ABOUT HERE. AN ARGUMENT THAT WE DON'T HAVE TO DO ANYTHING FOR THE MONEY YOU PAY US. THAT IS NOT CONTRACT LAW.

THANK YOU FOR YOUR TIME YOUR HONOR.

>> Chief Justice Carlos Muniz: THANK YOU.