

## **CEDARVILLESITUATION.com**

Dr. Brown's Sworn Statement (Affidavit)

December 30, 2008

PDF Pages 2-4

Dr. Hoffeditz' Sworn Statement in Reply to Dr. Brown (Affidavit)

January 12, 2009

PDF Pages 5-8

### **Summary:**

First read Dr. Brown's sworn statement, sworn under oath to the Court.

Notice the lack of sources or evidence to back his allegations against Dr. Hoffeditz.

Next read Dr. Hoffeditz' sworn statement filed in direct response to Dr. Brown.

It is filled with references, dates, numbers, and actual references to real evidence.

These statements are in direct contradiction with one another.

As a result, only one person is correct and telling the truth.

**IN THE COMMON PLEAS COURT OF GREENE COUNTY, OHIO  
CIVIL DIVISION**

**DAVID M. HOFFEDITZ, Ph.D.**

**CASE NO. 2008 CV 0790**

**Plaintiff,**

**(Judge J. Timothy Campbell)**

**v.**

**CEDARVILLE UNIVERSITY, et al.,**

**AFFIDAVIT OF DR. WILLIAM E.  
BROWN**

**Defendants.**

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF GREENE            )

Now comes the affiant and, after being duly cautioned and sworn, deposes and states as follows:

1. My name is William E. Brown. I am the President of Cedarville University. Except where otherwise indicated expressly or by context, I make this affidavit on personal knowledge and I am competent to testify to the matters of fact set forth herein.
2. I have been informed that certain comments I and other representatives of the University have made with respect to the termination of the employment of Dr. David Hoffeditz, uniformly to the effect that the termination was “unrelated to any theological issues,” are being offered by Plaintiff in this lawsuit as admissions by the University that his termination did not involve “principles of religion and faith.” Such use of those statements is false.
3. In fact, Dr. Hoffeditz’s termination was entirely unrelated to any theological issues, and his termination was in fact based on principles of religion and faith as explained in

his contract of employment, the Cedarville University Community Covenant and Workplace Standards.

4. By way of a brief explanation, in recent years the entire University has been visited by ongoing "controversies" regarding an alleged change in theological viewpoints.

5. As an example, one of these controversies has been a debate about "Truth & Certainty", which, in lay terms, concerns the level of confidence with which Christians can know reality, which is only perfectly known by God, and the meaning and application of the Bible.

6. It is fair to say that Plaintiff has been prominent in support of the narrowest approaches for resolution of these kinds of theological issues. It is also fair to say that proponents on all sides of these kinds of theological issues have, from time-to-time, come to view with skepticism, if not outright distrust, any University action that is perceived as moving the University in one direction or another.

7. Accordingly, when Plaintiff was terminated, certain proponents of the narrow viewpoint on these theological issues, both within and outside the University, publicly expressed the erroneous view that Dr. Hoffeditz was terminated because of his views on such theological issues, i.e., he was terminated in order to move the University in a more "liberal" direction. This is demonstrably untrue since the University has not changed its doctrinal statement or its theological commitments and has no plans to do so.


8. The statements by the University's representatives which have been brought to my attention were intended to respond to such erroneous viewpoints. Moreover, the statements were made specifically to the University community because, in the community context, the reference to "any theological issues" would be readily understood to refer to the specific sets of aforementioned issues and controversies.

9. As indicated above, it is in fact true that Dr. Hoffeditz' employment was terminated because of "principles of religion and faith" described in the expectations of his employment and that these principles are wholly "unrelated to any theological issues," as indicated in the statements at issue.


10. In short, Dr. Hoffeditz was terminated because he conducted himself and his classes in a plainly un-Christian manner, repeatedly using vulgar language in his classroom, and openly disparaging students, fellow faculty and the administration – all prohibited by the Biblical principles of Christian love and kindness he was obligated to observe – and then refused to pursue a required course of redemptive expressions of confrontation and forgiveness when he was questioned about these matters.

11. Such grounds for Dr. Hoffeditz' termination do not involve "any theological issues." They do involve "principles of religion and faith" which lie at the core of the University as a religious organization and at the core of the University's relationship with Dr. Hoffeditz.

Further affiant sayeth naught.

  
\_\_\_\_\_  
Dr. William E. Brown

SWORN TO and subscribed in my presence by the aforesaid Dr. William E. Brown, this 30th day of December, 2008.

  
\_\_\_\_\_  
Notary Public



BENJAMIN P. SMITH, Notary Public  
In and For the State of Ohio  
My Commission Expires Nov 6, 2012

IN THE COMMON PLEAS COURT OF GREENE COUNTY, OHIO  
CIVIL DIVISION

DAVID M. HOFFEDITZ, Ph.D.

CASE NO. 2008 CV 0790

Plaintiff,

(Judge J. Timothy Campbell)

v.

CEDARVILLE UNIVERSITY, et. al.

AFFIDAVIT OF  
DR. DAVID M. HOFFEDITZ

Defendants

STATE OF OHIO            )  
  ) ss:  
COUNTY OF GREENE    )

Now comes the affiant and, after being duly cautioned and sworn, deposes and states as follows:

1. My name is David M. Hoffeditz. Except where otherwise indicated expressly or by context, I make this affidavit on personal knowledge and facts in hand, and I am competent to testify to the matters of fact set forth herein.
2. On the 30<sup>th</sup> of December, 2008, Dr. William Brown stated that “Dr. Hoffeditz was terminated because he conducted himself and his classes in a plainly un-Christian manner, repeatedly using vulgar language in his classroom, and openly disparaging students, fellow faculty and the administration” and that I “refused to pursue a required course of redemptive expression of confrontation and

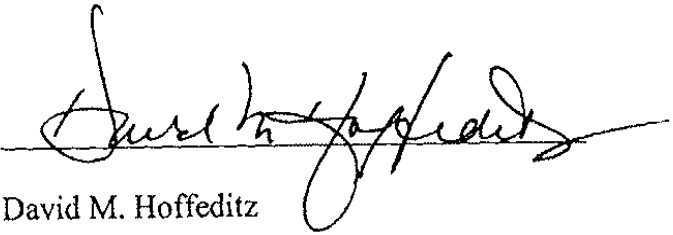
forgiveness when he was questioned about these matters.” He further states that I was not terminated over theological issues, a matter so alleged by his and the school’s lawyers in the “motion to dismiss”, but rather I was terminated over “principles of religion and faith”.

3. However, after a seven-month grievance process, the Grievance Investigation Panel (GIP) found such allegations unsubstantiated. In fact, the GIP found “uncorroborated, single-witness testimony has been submitted to the GIP as evidence in support of the University’s termination of Dr. Hoffeditz. The University provided no witnesses and relatively little direct evidence in the form of signed statements.” (“Findings of Fact,” #13). Not only do no progressive disciplinary actions or any written warning, reprimand, or plan of correction exist, but evidence of such allegations is also non-existent. The facts clearly demonstrate that Dr. Brown’s claims are erroneous and/or misleading.
4. Out of my approximately 5,000 students and 1,400 student evaluations in seven years, I have never been criticized for making vulgar or defamatory statements. My two-year, four-year, and six-year tenure letters make no mention of such activity. On December 12, 2005, the Tenure Committee’s letter to the Academic Vice President for tenure states, “In summary, Dr. Hoffeditz is a valued member of the CU faculty, has fulfilled the expectations of tenure, and is deserving of the status.” Furthermore, on March 1, 2006 I received a letter from my Dean, Dr. Riggs, and the Academic Vice President, Dr. Robert Milliman informing me of a merit pay increase and a salary increase due to my promotion from assistant to associate professor in which the praised my contributions to the University and

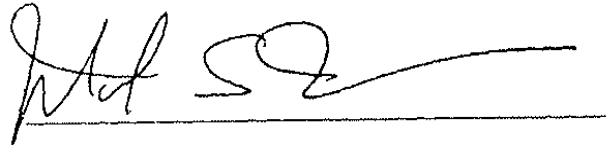
my students. Finally, the cover letter accompanying my contract in March 2006—less than four months prior to my termination--Dr. Robert Milliman, Academic Vice President, stated he looked forward to my service to the University in the coming academic year when he knew that the University was going to terminate me.

5. Such alleged behavior by Dr. Brown would indicate a pattern; yet, no such pattern or even incident of such behavior was ever indicated by student evaluations, raised in my six-year tenure process, or found by the Grievance Investigation Panel. No student complaints exist. No grievances have ever been filed against me. No formal complaints ever made. No progressive disciplinary action taken. No formal written warnings or reprimands given. I deny such conduct.
6. The reason for my lawsuit is not about theology, a discussion of epistemology (“Truth and Certainty”), or religious principles. Rather, my lawsuit concerns fraud in employment matters. Cedarville University was involved in fraudulent behavior by offering a contract to me which they knew they would not honor. Had I known that I was going to be fired, I would have sought employment elsewhere.
7. Such statements made by Bill Brown are disingenuous. Similar to the closing comments made by some members of the Grievance Investigation Panel in their “conclusions” after my grievance process, particular members of Cedarville University are making ungrounded allegations and are attempting to vilify a terminated professor.

Further affiant sayeth naught.

  
David M. Hoffeditz

SWORN TO and subscribed in my presence by the aforesaid Dr. David M.  
Hoffeditz, this 12<sup>th</sup> day of January, 2009.



Notary Public



**MARK S. MILLER, Attorney at Law**  
**Notary Public, State of Ohio**  
**My Commission has no expiration date**  
**Under Section 147.03 R.C.**