

RESOLUTION AGREEMENT AND RELEASE OF ALL CLAIMS

The parties to this Resolution Agreement and Release of All Claims (“Agreement”) are [REDACTED] and the University of Kansas (“University”).

WHEREAS, [REDACTED] was a student at the University during portions of the 2014-2016 academic years;

WHEREAS, [REDACTED] has filed a case in Douglas County, Kansas District Court, which was subsequently removed to the United States District Court of Kansas, [REDACTED] v. *University of Kansas*, 2:16-CV-2266, alleging that she was subject to a hostile educational environment and retaliation in violation of federal laws (“Lawsuit”);

WHEREAS the University denies any and all such claims of discrimination and retaliation, and the University is confident that it fulfilled its obligations to [REDACTED] and that it has effective policies and procedures in place to prevent and respond to sexual harassment and retaliation; and

WHEREAS, [REDACTED] and the University voluntarily participated in court-ordered mediation and have agreed that in order to avoid the expense and uncertainty of litigation in this matter it is in their mutual interests to resolve their disputes, for [REDACTED] to voluntarily dismiss the Lawsuit with prejudice, and otherwise to fully and finally resolve all claims and disputes between them and to execute this Agreement.

THEREFORE, in exchange for the good, sufficient, and valuable consideration described herein, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. No Admission of Liability. This Agreement represents a compromise of disputed claims. The tender of consideration in this Agreement shall not be construed as an admission of liability or wrongdoing on behalf of the University or the Released Parties (as defined below in paragraph C), and any such liability or wrongdoing is expressly denied. The parties to this Agreement agree that nothing herein is an admission by any party of any wrongdoing, either in violation of an applicable law or otherwise, and that nothing in this Agreement is to be construed as such by any person. This Agreement will not be used as precedent in any other claim or suit.

B. Consideration. In exchange for the promises of [REDACTED] in this Agreement, the University agrees to pay, as consideration in support of this Agreement,

1. the costs associated with mediation directly to the mediator, and

2. the total gross sum of Two Hundred and Forty-Five-Thousand Dollars (\$245,000.00), payable to [REDACTED] and her attorneys as follows:
 - a. A check made payable to [REDACTED] in the gross amount of One hundred forty two thousand, one hundred forty dollars and thirty-eight cents (\$142,140.38), which [REDACTED] hereby acknowledges is good and valuable consideration, and for which the University will issue an IRS Form(s) 1099, and
 - b. A check made payable to Brown & Curry, LLC (Tax Identification No. 47-3469907) in the gross amount of One hundred two thousand, eight hundred fifty-nine dollars and sixty-two cents (\$102,859.62), which [REDACTED] and her counsel agree constitutes payment of attorneys' fees and costs and for which The University will issue an IRS Form(s) 1099.

The University has not warranted or guaranteed the tax treatment of any portion of the settlement proceeds. [REDACTED] agrees and promises that she will be solely responsible for payment in full of any federal, state or local income tax, or other tax, if any, which may be assessed with respect to any amount paid to her pursuant to this Agreement. [REDACTED] further agrees to comply with all applicable reporting requirements and to pay any and all taxes, penalty and interest which she may, now or in the future, be obligated to pay as a result of the receipt of these sums, and agrees to indemnify and hold harmless the University and the Released Parties described below from any obligation or liability with respect hereto.

[REDACTED] further acknowledges that liens, fees and expenses of all attorneys who have represented or are representing [REDACTED] have or will be fully paid by [REDACTED] and extinguished, and she agrees to indemnify and hold harmless the University from any liability whatsoever therefore.

C. Complete Release. [REDACTED], on behalf of herself, her attorneys, heirs, executors, administrators, representatives, agents, successors, and assigns (collectively the "Releasing Parties") does hereby release, discharge, and forever hold harmless the University of Kansas, the Kansas Board of Regents, the State of Kansas, and their respective officers, officials, board members, trustees, directors, employees, agents, attorneys, actors, consultants, contractors, affiliates (including but not limited to the Kansas University Endowment Association, Kansas Athletics, Inc., University of Kansas Memorial Corporation and the Kansas University Alumni Association), predecessors, successors, heirs, and assigns (the "Released Parties") from any and all liability, claims, actions, causes of action, demands, rights, grievances, damages, costs, attorneys' fees, interest, expenses, entitlements and compensation of any nature whatsoever, whether or not now known or contemplated, which [REDACTED] now has, or which may hereafter accrue, against the Released Parties based on or arising out of events, acts, statements, conditions, or incidents occurring through the time that [REDACTED] signs this Agreement, including, but not limited to, those arising under any federal, state or local constitution, law,

statute, regulation or ordinance, as well any claims based on the law of contracts, torts or intentional torts. [REDACTED] further agrees not to initiate further legal proceeding against the Released Parties related to any of the matters released herein. [REDACTED] specifically acknowledges that she is forever barred from filing suit against the Released Parties based on any claim or cause of action that she has or might have had prior to signing this Agreement.

In consideration of the dismissal with prejudice of the lawsuit hereinbefore mentioned and the terms of this agreement, the sufficiency of which is hereby acknowledged, the University of Kansas hereby releases, discharges, and forever holds harmless the Releasing Parties from any and all liability, claims, actions, causes of action, demands, rights, grievances, damages, costs, attorneys' fees, interest, expenses, entitlements and compensation of any nature whatsoever, whether or not now known or contemplated, which the University of Kansas now has, or which may hereafter accrue, against [REDACTED] based on or arising out of events, acts, statements, conditions, or incidents occurring through the time that the University signs this Agreement, including, but not limited to, those arising under any federal, state or local constitution, law, statute, regulation or ordinance, as well any claims based on the law of contracts, torts or intentional torts.

D. Confidentiality. This Agreement may be specifically enforced and may be used as evidence in an action relating to the breach of this Agreement, but otherwise [REDACTED] shall keep this Agreement strictly confidential and shall not disclose the existence or the terms of this Agreement to third parties, including any and all sums paid as part of the consideration for this Agreement, except (1) as required by process of law, and (2) [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] The parties acknowledge that the University, as a government institution, is subject to the Kansas Open Records Act (KORA), and that as such, it may be required to disclose this Agreement in response to an Open Records Act request.

[REDACTED] further agrees that in the event of inquiry by any person regarding the status of the matter, [REDACTED] shall either decline to make any statement or, if she makes a response, such response shall be limited to the statement that: "The matter has been resolved." [REDACTED] [REDACTED] also agrees that she will not communicate with the media regarding her claims or the facts and circumstances which led to her claims. [REDACTED] agrees that she will not make statements on social media or the internet about her claims or the facts and circumstances which led to her claims against the Released Parties.

E. Non-disparagement. In further consideration of the payments and other consideration set forth in this Agreement, [REDACTED] also agrees that she will not make or publish, directly or indirectly, any materially negative comments verbally or in writing to anyone about the University, the University's Athletics Department, or any current or former employee of the University and/or its Athletics Department, that might cause an individual to reasonably question the integrity, quality, character, competence or diligence of the University of Kansas, its Athletics Department, or its administrators, coaches, faculty and/or staff.

The University agrees it will comply with its obligations as to [REDACTED] under FERPA and will also instruct their senior leadership and their current and former rowing coaches not to make or publish, directly or indirectly, any materially negative comments verbally or in writing to anyone about [REDACTED] that might cause an individual to reasonably question the integrity or character of [REDACTED]. Nothing in this provision shall limit any Party's obligations, if any, to comply with a valid court order or to report any act as required by law.

F. Review. The University hereby advises [REDACTED] that she has a right to consult an attorney prior to signing this Agreement, and [REDACTED] acknowledges that she has consulted with her attorneys at Brown & Curry.

G. Acceptance. [REDACTED] agrees and represents that she has completely and carefully read this Agreement, fully understands its terms, acknowledges that she is not otherwise entitled to the consideration herein and is receiving the consideration only in exchange for the execution of this Agreement, and voluntarily, without being under any duress, accepts these terms of his own free choice.

H. Document Preparation. This Agreement is the joint work product of the parties hereto and, in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.

I. Dismissal of Lawsuits. [REDACTED] agrees not to initiate any further legal proceedings relating to any of the matters released herein. [REDACTED] further agrees to dismiss her currently pending Lawsuit with prejudice and to dismiss the appeal pending in the Kansas Court of Appeals entitled *Tackett et al v. The University of Kansas*, appeal 117625, with each side to bear its own costs and fees, within five (5) business days after receipt of payment of the Consideration.

J. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. For purposes of executing this Agreement, a PDF image delivered via email copy of this Agreement, including the signature pages, will be deemed an original.

K. Law and Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

L. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein. The parties hereby declare and represent that no promise, inducement, or agreement not herein expressed has been made, and the parties acknowledge that the terms and conditions of this Agreement are contractual and not a mere recital.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be deemed executed as of the date the Agreement is signed by _____.

Plaintiff



Date: November 10th 2017

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 2017 by the person known to me to be _____.

Notary Public

My Commission Expires:

For the University of Kansas

Diane Goddard
Diane Goddard
Vice Provost of Finance and Administration

Date: 11/9/2017

STATE OF Kansas)
) ss.
COUNTY OF Douglas)

Subscribed and sworn to before me, a Notary Public, this 9th day of November, 2017 by the person known to me to be Diane Goddard.

Toni R. McMillen
Notary Public

My Commission Expires:

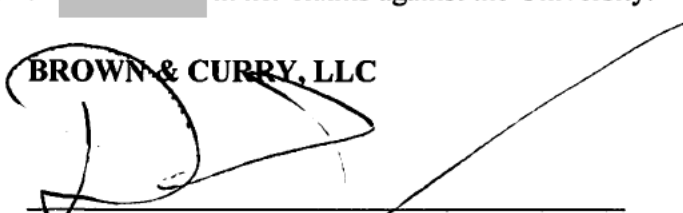
11/21/2020



Attorney Lien Releases

Brown & Curry, LLC hereby waives any claim to attorney's fees and costs against the Released Parties arising from the representation of [REDACTED]. All such attorney's fees and costs have been satisfied by virtue of the payments made pursuant to this Agreement. The undersigned shall be fully responsible for any attorney's fees, liens or costs claimed by anyone else who may have performed legal service for [REDACTED] in her claims against the University.

BROWN & CURRY, LLC



Dan Curry, Counsel for [REDACTED]

Date: 11/14/17