

CONFIDENTIAL; FOR SETTLEMENT PURPOSES ONLY

CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Agreement (“Agreement”) is made and entered into by and between [REDACTED], on the one hand, and the Board of Trustees of the University of Illinois (“University”), on the other. Each party to this Agreement is sometimes referred to individually as a “Party” and collectively referred to as the “Parties” in this Agreement.

RECITALS

[REDACTED] is a former student of the University and is currently eligible to submit a petition for readmission during the Spring 2020 term, which could, if granted, allow him to be conferred his degree in the Spring 2020.

On or about March 6, 2019, [REDACTED] filed a lawsuit in the United States District Court for the Central District of Illinois against the University, Case No. 1:19-CV-02054-CSB-EIL, in which he alleged claims for violation of Due Process under the Fourteenth Amendment of the United States Constitution, violation of Title IX of the Educational Amendments of 1972, and breach of contract (“the Lawsuit”).

Through discussion between the parties, the parties have reached an agreement for the potential settlement and compromise of any and all disputes between and among them, including, but not limited to, those relating to, or arising from, the facts which form the bases of the Lawsuit, or that could have been raised by [REDACTED] or by the University, or otherwise, exclusively on the terms and conditions set forth herein.

IT IS AGREED as follows by the University and [REDACTED] that in consideration of the mutual undertakings and releases contained herein, and for other valuable consideration the sufficiency of which is hereby acknowledged, and intending to be legally bound:

1. **Petition for Readmission.** In exchange for other commitments outlined in this Agreement, the University and [REDACTED] agree to the following terms regarding [REDACTED] petition for readmission to the University:

(a) The University agrees to allow [REDACTED] to submit a petition for readmission to the University on or before May 27, 2019, which shall include proof of community service hours, two essays, and all other terms required through the sanction ruling issued by the University on November 13, 2018.

(b) The University’s Subcommittee on Sexual Misconduct (“the Committee”) shall consider [REDACTED] petition for readmission as soon as possible after its submission and convene a hearing, expected to occur on May 29, 2019. The parties agree that the hearing and a decision on [REDACTED] petition for readmission will be completed and the decision shared with [REDACTED] on or before June 30, 2019. [REDACTED] must attend this hearing in person, by phone, or by videoconference.

2. **Dismissal of the Lawsuit.** If the Committee determines to allow [REDACTED] readmission and conferral of [REDACTED] degree on or before June 30, 2019, [REDACTED] agrees

CONFIDENTIAL; FOR SETTLEMENT PURPOSES ONLY

that he will: (a) take such action as is necessary to dismiss the Lawsuit with prejudice, with each party to bear its own costs and fees (including attorneys' fees) within five (5) days of receiving written notice of the petition for readmission decision; and (b) sign the Release attached hereto as Exhibit A. The University further agrees to sign Exhibit A after [REDACTED] execution of that document. If the Committee does not allow [REDACTED] readmission and conferral of [REDACTED] degree on or before June 30, 2019, [REDACTED] retains his right to pursue the Lawsuit.

3. **Transcript.** If the Committee determines to allow [REDACTED] readmission and conferral of [REDACTED] degree on or before June 30, 2019, the University agrees that the dismissal notation on [REDACTED] transcript will be removed during the Summer 2019 term. The parties agree that, with respect to all other records of [REDACTED] discipline and dismissal maintained by the Office for Student Conflict Resolution ("OSCR"), the University shall continue to maintain such records in accordance with standard protocols for OSCR. Furthermore, the parties agree that, if other institutions to which [REDACTED] applies for admission as a student or for employment ask the University about [REDACTED]'s period of time away from the University following his dismissal in December 2018 until his readmission, the University will not describe that period away from enrollment as voluntary.

4. **Degree Conferral.** If the Committee determines to allow conferral of [REDACTED] degree and [REDACTED] has taken all action necessary to dismiss the Lawsuit with prejudice and signs Exhibit A, the University shall take all steps necessary to confer that the degree to [REDACTED] or before June 30, 2019.

5. **Breach of this Agreement.** Should either of the Parties, or anyone acting on their behalf, violate any material term of this Agreement, such violation shall be deemed a breach of this Agreement. In the event of such breach, the breaching party will pay the non-breaching party any damages incurred as a result of such breach. If any Party brings an action for breach of this Agreement, the prevailing party in that action will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

6. **No Other Litigation/Claims; No Assignment/Liens.** [REDACTED] represents and warrants that he is not a party to any other lawsuit, proceeding, claim, demand, right, action or cause of action of any kind or nature involving the University, other than the Lawsuit and the Appeal. This Agreement is binding upon and inures to the benefit of each Party to this Agreement and to all officers, directors, employees, beneficiaries, administrators, agents, servants, attorneys, other representatives, insurers, shareholders, partners, principals, joint venturers, affiliates, subsidiary corporations, successors, assigns, and heirs of each Party to this Agreement. This Agreement may not be assigned or transferred by any Party under any circumstances, except upon the written consent of all Parties, and [REDACTED] represents and warrants that he has not assigned any claim released in this Agreement. [REDACTED] further represents and warrants that there are no outstanding attorneys' liens as to any such claims.

7. **Confidentiality and Non-Disparagement.** [REDACTED] agrees that he shall forever refrain from any public or private disclosure of any information whatsoever to any third person or entity including any former or current employees of the University concerning any and all of the terms of this Agreement, with the exception of [REDACTED] legal advisors and

CONFIDENTIAL; FOR SETTLEMENT PURPOSES ONLY

immediate family, so long as the excepted individuals are provided with a copy of this paragraph and agree not to further disclose such information except in accordance with the terms of this paragraph. If asked about this litigation by anyone other than the excepted individuals, [REDACTED] may say only that "it has been resolved." [REDACTED] further agrees that disclosure by any of the excepted individuals is the same, for purposes of this Agreement, as if [REDACTED] had made the disclosure.

8. **No Admissions.** Nothing in this Agreement is intended to or shall be construed as an admission by any of the parties that they violated any law, interfered with any right, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to [REDACTED] or the University, or otherwise.

9. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable laws, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, supersedes any and all prior written or oral agreements between or among the Parties.

11. **Negotiation/Preparation of Agreement.** The Parties acknowledge that this Agreement was negotiated at arms-length and there has been no collusion, unfair dealing, or wrongful conduct by the Parties hereto in connection with this Agreement. This Agreement is a compromise of disputed claims and neither the Agreement nor any representations made in it or exchange of any consideration made by virtue of it shall be construed as admitting the merit or lack of merit of any claim or defense relating to, or arising from, the facts which form the bases of the Lawsuit. The Parties acknowledge that each of them has cooperated in the preparation of the Agreement and agree that the Agreement shall not be construed against any party.

12. **Applicable Law; Forum Selection.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to conflict of laws principles, and any claim or controversy between the parties arising out of or relating to the Agreement or its breach shall be governed by the laws of the State of Illinois.

13. **Amendments.** This Agreement may not be amended or modified except in a writing signed by both Parties.

14. **Counterparts.** This Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute a single agreement.

15. **Execution; Cooperation.** The parties agree to cooperate fully in the execution of this Agreement and to take all additional actions that may be necessary or appropriate to give full force to the terms and intent of this Agreement that are not inconsistent with its terms.

CONFIDENTIAL; FOR SETTLEMENT PURPOSES ONLY

16. **Review of Agreement; Authority to Execute.** Each of the undersigned warrants and represents that he or she has read this Agreement, and each has, either personally or through his or her attorney or attorneys, fully investigated to his or her full satisfaction the facts surrounding the various claims, controversies, and disputes, including, but not limited to, those relating to, or arising from, the facts which form the bases of the Lawsuit, and understands and is fully satisfied with the terms of this Agreement. Each of the undersigned warrants that he or she has full right, title, power and authority to execute this Agreement and to release the claims herein released.

THE PARTIES STATE THAT THEY HAVE READ THE FOREGOING, THAT THEY UNDERSTAND EACH OF ITS TERMS, AND THAT THEY AGREE AND INTEND TO BE BOUND THERETO.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: *[Signature]*

Date: _____

Title: *Comptroller*

Date: *5/29/19*

CONFIDENTIAL; FOR SETTLEMENT PURPOSES ONLY

Exhibit A to Confidential Settlement Agreement General Release

In consideration of the commitments agreed to between the Board of Trustees of the University of Illinois' ("the University") and ██████████ in the Confidential Settlement Agreement ("Agreement") executed by the University and ██████████ as well as the mutual agreements described below, the University and ██████████ agree to the terms of this General Release as set forth below:

1. ██████████ and anyone claiming through him, including, but not limited to, his past, present and future spouses, family members, relatives, agents, insurers, attorneys, representatives, heirs, executors, administrators, and the predecessors, successors, and assigns of each of them, hereby agree and covenant not to sue and further agree to release and forever discharge the University and the University's past, present and future officers, trustees, employees, students except as set forth in Paragraph 1(b) below, agents, insurers, attorneys, representatives, heirs, executors, administrators, and the predecessors, successors, and assigns of each of them ("University Released Parties"), with respect to any and all claims, demands, rights, relief, duties, obligations, debts, liabilities, damages, injuries, actions or causes of action of every kind or nature, whether contingent or actual, liquidated or unliquidated, personal or derivative, accrued or unaccrued, discovered or undiscovered, asserted or unasserted, known or unknown, which they or any of them now has or has ever had against the University Released Parties for anything occurring from the beginning of time up to and including the date on which this Agreement is fully executed by all Parties. Without limiting the generality of the foregoing, this general release applies to any and all claims which in any way result from, arise out of, or relate to ██████████ status as a student at the University or his relationship or interactions with the University Released Parties, including, but not limited to, any and all claims that ██████████ has or could have asserted against the University Released Parties in the Lawsuit, Appeal, or in any other federal, state or local court, commission, department or agency under any federal, state or local law, regulation, ordinance or executive order, including, but not limited to those (i) under Title VI of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Illinois Human Rights Act; the Americans with Disabilities Act; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Fourteenth Amendment to the United States Constitution; and any other violation of federal, state, or local law or court rule; (ii) based on any contract, whether oral or written, or policy or procedure of the University, including actions for breach of express or implied contract; (iii) based on any tort theory such as alleged defamation, intentional infliction of emotional distress, or negligence; and (iv) based on any other common law, statutory, or other claim whatsoever and any other legal theory or theory of liability. This release does not release any claims that cannot be released as a matter of law or claims for breach of this Agreement or action to enforce this Agreement.

2. Nothing in this Agreement shall be construed to limit in any way ██████████ ability to defend himself against and/or bring an action, claim and/or claims, counterclaim and/or counterclaims, against any current or former student of the University who initiates, institutes, threatens, and/or pursues any claim and/or court action against ██████████ that refers and/or relates in any way to the allegations described in whole or in part in the Lawsuit or the Appeal.

CONFIDENTIAL; FOR SETTLEMENT PURPOSES ONLY

3. The University, including, but not limited to, its past, present and future officers, trustees, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, and the predecessors, successors, and assigns of each of them, hereby agree and covenant not to sue and further agree to release and forever discharge [REDACTED] and his past, present and future spouses, family members, relatives, agents, insurers, attorneys, representatives, heirs, executors, administrators, and the predecessors, successors, and assigns of each of them, with respect to any and all claims, demands, rights, relief, duties, obligations, debts, liabilities, damages, injuries, actions or causes of action of every kind or nature, whether contingent or actual, liquidated or unliquidated, personal or derivative, accrued or unaccrued, discovered or undiscovered, asserted or unasserted, known or unknown, which they or any of them now has or has ever had against [REDACTED] for anything occurring from the beginning of time up to and including the date on which this Agreement is fully executed by all Parties. Without limiting the generality of the foregoing, this general release applies to any and all claims which in any way result from, arise out of or relate to [REDACTED] status as a student at the University or his relationship or interactions with the University Released Parties, including, but not limited to, any and all claims that the University could have asserted against [REDACTED] in the Lawsuit, Appeal, or in any other federal, state or local court, commission, department or agency under any federal, state or local law, regulation, ordinance or executive order, including, but not limited to those (i) under Title VI of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Illinois Human Rights Act; the Americans with Disabilities Act; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; and any other violation of federal, state, or local law or court rule; (ii) based on any contract, whether oral or written, or policy or procedure of the University, including actions for breach of express or implied contract; (iii) based on any tort theory such as alleged defamation, intentional infliction of emotional distress, or negligence; and (iv) based on any other common law, statutory, or other claim whatsoever and any other legal theory or theory of liability. This release does not release any claims that cannot be released as a matter of law or claims for breach of this Agreement or action to enforce this Agreement.

2. Both Parties are advised to consult with an attorney before signing this General Release and have an attorney review this General Release.

WHEREFORE [REDACTED] and the University have carefully read this General Release, fully understand all of the provisions of this General Release, and voluntarily enter into this General Release by signing below.

[REDACTED]

Date: _____

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: [Signature]
Title: Comptroller
Date: 5/29/2019

CONFIDENTIAL; FOR SETTLEMENT PURPOSES ONLY

and the predecessors, successors, and assigns of each of them, hereby agree and covenant not to sue and further agree to release and forever discharge [REDACTED] and his past, present and future spouses, family members, relatives, agents, insurers, attorneys, representatives, heirs, executors, administrators, and the predecessors, successors, and assigns of each of them, with respect to any and all claims, demands, rights, relief, duties, obligations, debts, liabilities, damages, injuries, actions or causes of action of every kind or nature, whether contingent or actual, liquidated or unliquidated, personal or derivative, accrued or unaccrued, discovered or undiscovered, asserted or unasserted, known or unknown, which they or any of them now has or has ever had against [REDACTED] for anything occurring from the beginning of time up to and including the date on which this Agreement is fully executed by all Parties. Without limiting the generality of the foregoing, this general release applies to any and all claims which in any way result from, arise out of or relate to [REDACTED] status as a student at the University or his relationship or interactions with the University Released Parties, including, but not limited to, any and all claims that the University could have asserted against [REDACTED] in the Lawsuit, Appeal, or in any other federal, state or local court, commission, department or agency under any federal, state or local law, regulation, ordinance or executive order, including, but not limited to those (i) under Title VI of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Illinois Human Rights Act; the Americans with Disabilities Act; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; and any other violation of federal, state, or local law or court rule; (ii) based on any contract, whether oral or written, or policy or procedure of the University, including actions for breach of express or implied contract; (iii) based on any tort theory such as alleged defamation, intentional infliction of emotional distress, or negligence; and (iv) based on any other common law, statutory, or other claim whatsoever and any other legal theory or theory of liability. This release does not release any claims that cannot be released as a matter of law or claims for breach of this Agreement or action to enforce this Agreement.

2. Both Parties are advised to consult with an attorney before signing this General Release and have an attorney review this General Release.

WHEREFORE [REDACTED] and the University have carefully read this General Release, fully understand all of the provisions of this General Release, and voluntarily enter into this General Release by signing below.

[REDACTED]
[REDACTED]

Date: 05/24/2019

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____

Title: _____

Date: _____

1. fully satisfied with the terms of this Agreement. Each of the undersigned warrants that he or she has full right, title, power and authority to execute this Agreement and to release the claims herein released.

THE PARTIES STATE THAT THEY HAVE READ THE FOREGOING, THAT THEY UNDERSTAND EACH OF ITS TERMS, AND THAT THEY AGREE AND INTEND TO BE BOUND THERETO.

[Redacted]

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

[Redacted]

Date: 05/24/2019

By: _____

Title: _____

Date: _____