

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release ("Agreement") is made in the State of Arizona by and between ("Plaintiff") and the Arizona Board of Regents and Arizona State University (collectively "the University" or "Defendants").

RECITALS

1. Plaintiff is a former student of Arizona State University.
2. Plaintiff has brought suit against the University in the United States District Court for the District of Arizona on account of and arising in derivation from her personal physical injuries (CV06-916-PHX-MHM). The lawsuit alleged that the University violated Title IX of the Education Amendments of 1972.
3. The University has denied liability.
4. The parties desire to resolve Plaintiff's claims rather than continue to engage in protracted and expensive litigation. The parties have reached an agreement to resolve Plaintiff's claims against the University for the personal injuries she sustained on March 12, 2004, and the consequences thereof.
5. This Agreement is intended to not only resolve Plaintiff's claims against the University, but also to define the parties' obligations attendant to the resolution and dismissal of those claims.

RELEASE OF CLAIMS

6. Upon payment in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000), Plaintiff agrees that she will release and forever relinquish any and all claims that she possesses against the University, including any and all claims that she asserted against the University in the United States District Court under Title IX of the Education Amendments of 1972.
7. This Agreement shall encompass any claim for relief that Plaintiff could assert against the University arising from state or federal common law, state or federal statute, state or federal regulation, or any other source of law.
8. Plaintiff agrees that the payment described in Paragraph 6 will serve as full satisfaction for any and all injuries and damages that she might claim against the University or any of its current and former officers, employees, or agents. Plaintiff acknowledges that she may not be aware of the full nature and extent of her injuries and damages and that she willingly assumes the risk of any unknown injuries or damages in return for the payment made to her.

9. Plaintiff agrees that within ten business days after this Agreement has been signed by all parties to it, she will file a motion or stipulation to dismiss with prejudice all claims against all parties in the pending action, No. CV06-916-PHX-MHM, the parties to bear their own attorney's fees and costs. Plaintiff acknowledges that the sums payable to her under Paragraph 6 shall be payable within seven business days after this Agreement is executed, i.e., when signed by all persons for whom there is a signature line.

ATTORNEY'S FEES AND COSTS

10. Plaintiff acknowledges that the payment described in Paragraph 6 of this Agreement shall extinguish any claim her attorneys may have otherwise been entitled to present under 42 U.S.C. § 1988 for payment of attorney's fees and costs as a prevailing litigant in a civil rights action.

11. Plaintiff acknowledges that any allocation of the payment described in Paragraph 6 of this Agreement shall be determined solely between herself and any attorney employed on her behalf. Plaintiff acknowledges that any dispute between her and any attorney employed on her behalf shall not serve as a basis for invalidating this Agreement or reasserting any claim before the United States District Court for the District of Arizona.

NON-LIABILITY

12. Plaintiff acknowledges that the payment by or on behalf of the University is in compromise of disputed claims and does not constitute an admission of liability or fault.

13. Except as permitted by Paragraphs 18 through 20 of this Agreement, Plaintiff agrees that she shall not represent to any person or entity that the payment of the sums described in Paragraph 6 serves as compensation for any wrongful conduct by the University.

OWNERSHIP OF CLAIMS

14. Plaintiff warrants that she has not sold, assigned or transferred her claims to any third party and that she possesses the sole ability to release any and all claims asserted in the United States District Court against the University.

15. In the event that any person or entity attempts to bring a claim against the University for the injuries suffered by Plaintiff and hereby released in this lawsuit, Plaintiff agrees that she will defend and hold the University harmless from such claim, including the payment of any attorney's fees and costs that the University incurs in the defense of any such claim.

MECHANICS OF PAYMENT

16. State Risk Management shall pay the sums described in Paragraph 6 by issuing a check payable to Plaintiff and the Trust Account of Hutchinson Black and Cook, LLC, in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000) in settlement of her claims for damages and attorney's fees. This payment shall be made within seven business days after this Agreement is executed. Plaintiff agrees that she and her attorneys will be solely responsible for any and all tax obligations arising from the payment of the specified sum. State Risk Management will issue the appropriate IRS Form 1099 to Hutchinson Black and Cook.

NON-RELIANCE

17. Plaintiff acknowledges that Defendants and their legal counsel have not provided her with any advice as to whether she should accept the terms offered in this Agreement and that she has not relied upon or received any legal advice from Defendants or their legal counsel about the legal effect or tax consequences of the terms offered in this Agreement.

CONFIDENTIALITY AND PERMISSIBLE DISCLOSURES

18. Plaintiff and Defendants agree to continue to treat as confidential all materials properly designated as such in the United States District Court under the terms of the Confidentiality Order as ordered by the Court. Plaintiff's name in the opening sentence and signature line of this Agreement shall be redacted before any copy of the Agreement is made public unless otherwise ordered by a court.

19. Plaintiff and Defendants agree to the mutually-agreed-upon statement that is attached as Exhibit A. The mutually-agreed-upon statement shall be released by either party only upon the request of a third party for the terms of the settlement. Upon receipt of a request, the receiving party will provide written notification to the non-receiving party. The Student Safety Coordinator for the Board will send and/or receive notices for Defendants. Hutchinson Black and Cook will send and/or receive notices for Plaintiff. Plaintiff and Defendants and their counsel agree that until the mutually-agreed-upon statement is released, they will not discuss the terms of the resolution of Plaintiff's claim with anyone other than their colleagues or immediate family members. Thereafter, any public statement made by the parties or their legal counsel about the lawsuit or its resolution will not disclose non-public information nor contradict or undermine any of the specific statements in the mutually-agreed-upon statement.

20. The parties agree to refrain from any statements whatsoever that are disparaging of each other or the parties' legal counsel. For the purposes of this provision, a disparaging statement is any statement intended to impugn the integrity of any party or any statement that is intended to adversely affect a party's reputational interest.

STUDENT SAFETY COORDINATOR

21. Defendants agree that Nancy Tribbensee, Ph. D., General Counsel for the Arizona Board of Regents, will serve as a Student Safety Coordinator for the three state

universities. In this capacity, she will oversee a review of policies on sexual harassment and implement changes as needed. Dr. Tribbensee will designate someone at each of the three state universities to assist in carrying out the responsibilities of Student Safety Coordinator. The Arizona Board of Regents will provide students and staff at each campus with contact information for Dr. Tribbensee and her campus designee, and information about recourse to the designee and/or Dr. Tribbensee in the event of dissatisfaction with any sexual harassment proceeding or other student safety issue. Dr. Tribbensee will prepare an annual report for each of the next five years describing actions taken during the preceding year in carrying out the responsibilities of Student Safety Coordinator. In the event Dr. Tribbensee is unable to perform the responsibilities of this position, the Executive Director of the Arizona Board of Regents will assume the responsibilities until a new person is named.

VOLUNTARY EXECUTION

22. Plaintiff acknowledges that she has voluntarily executed this Agreement of her own free will. Plaintiff acknowledges that the Defendants have not coerced her to enter this Agreement and that she is fully capable of understanding and complying with her obligations under this Agreement.

ENTIRE AGREEMENT

23. Plaintiff acknowledges that this Agreement and the terms regarding the non-monetary provisions read into the record on December 12, 2008, constitute the entire agreement between her and Defendants. No promise or agreements exist between her and Defendants, other than those explicitly described in this Agreement and on the record.

24. Any dispute arising out of or in connection with this Agreement shall be governed by the laws of the State of Arizona. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction within the State of Arizona. Each party will bear its own attorneys' fees and costs incurred in any action brought under this paragraph.

25. If any dispute arises out of this Agreement, including but not limited to a dispute arising out of any alleged ambiguity in its terms or provisions, this Agreement shall not be construed against any party, but shall be construed as fairly as possible to give effect to the intent of the parties as expressed in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated at their respective signatures below.

DATED 1-7-09

DATED 1-7-09

ARIZONA BOARD OF REGENTS

By Nancy Tribbensee
Nancy Tribbensee

DATED 1-7-09

ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY

By Nancy Tribbensee
Nancy Tribbensee

DATED 1-7-09

STATE OF ARIZONA

By Ray Di Ciccio
Ray Di Ciccio
Arizona State Risk Management

APPROVED AS TO FORM AND CONTENT:

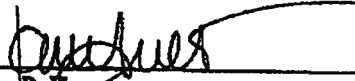
DATED 1-7-09

SCHLEIER LAW OFFICES

By Tod F. Schleier
Tod F. Schleier
Attorney for Plaintiff

DATED January 7, 2009.

HUTCHINSON BLACK AND COOK

By 
Baine P. Kerr
Kimberly M. Hult
Attorney for Plaintiff

DATED 1/7/09

TERRY GODDARD
ATTORNEY GENERAL

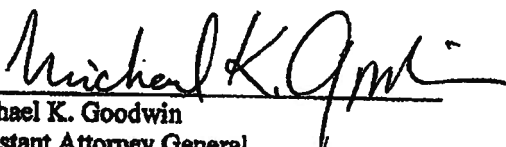
By 
Michael K. Goodwin
Assistant Attorney General
Attorney for Defendants Arizona State
University and Arizona Board of Regents

EXHIBIT A

The Arizona Board of Regents and the plaintiff in *J.K. v. Arizona Board of Regents* have reached a settlement to resolve the Title IX claim against the Board pending in the United States District Court for the District of Arizona. The plaintiff in the lawsuit, a former ASU student, claimed that she was sexually assaulted on campus. The Board denied liability and contended that the harm claimed by the plaintiff was not the result of any action by the University. Under the settlement, the Board did not admit liability but it agreed to resolve the matter to avoid the expense of continuing litigation and to spare all the individuals involved the likely anguish of attempting to resolve disputed claims in open court. The plaintiff agreed to settle because she believes the non-monetary terms of the settlement will make a significant contribution to making Arizona's campuses safer and reducing the risk of sexual harassment and assault for all students, and the Board commends and recognizes her for making that contribution.

As noted, the settlement includes both monetary and non-monetary terms. The monetary payment will be paid from the State of Arizona's self-insurance fund. It is intended to compensate the plaintiff for damages and litigation costs, including attorneys' fees. The Board has also agreed to establish a system-wide Office of Student Safety Coordinator for its three university campuses. The Student Safety Coordinator will review student safety policies; designate representatives at each campus to address issues of sexual harassment, assault, and discrimination, gender equity, and Title IX compliance; and be available to individual students as needed.

The plaintiff and the Board believe this settlement is consistent with the Board's ongoing commitment to protecting students throughout the state.