

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into on the one hand by Carolyn Luby ("Luby"), Kylie Angell ("Angell"), Erica Daniels ("Daniels"), Rosemary Richi ("Richi"), Silvana Moccia ("Moccia"), and their respective heirs, executors, administrators, successors, parents, attorneys and assigns (collectively referred to as "Plaintiffs"); and on the other hand by the University of Connecticut, including its past and present trustees, directors, officers, administrators, employees, subsidiaries, affiliates, insurers, representatives, attorneys and assigns (collectively referred to as "UConn" or "the University"). Plaintiffs and UConn shall be collectively referred to as "the Parties."

WHEREAS, Plaintiffs filed a lawsuit against UConn in the United States District Court for the District of Connecticut, entitled Carolyn Luby, Kylie Angell, Erica Daniels, Rosemary Richi, and Silvana Moccia v. University of Connecticut, Docket No. 3:13-cv-1605 (MPS), alleging violations of Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681, Title VII of the Civil Rights Act, 42 U.S.C. § 2000E-2 *et seq.*, and the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-60 *et seq.* ("the Lawsuit").

WHEREAS, the University categorically denies the allegations contained in the Lawsuit.

WHEREAS, Plaintiffs and UConn wish to settle and resolve any and all disputes that may exist between them based on any facts or circumstances whatsoever, including without limitation all claims asserted, or that could have been asserted, in the Lawsuit without any admission of liability.

NOW THEREFORE, in consideration of these premises and the mutual promises herein contained, it is agreed as follows:

1. **Non-Admission:** This Agreement and the settlement it represents is entered into by the University solely for the purpose of avoiding the expense and inconvenience of litigating disputed claims. It may not be cited as, and does not constitute evidence of, or an admission of, any violation by UConn of any federal, state or local law or regulation, or local requirement, or of any duty whatsoever, whether based in statute, regulation, common law, or otherwise.

2. **Consideration:**

(a) In consideration for signing this Agreement and in exchange for the promises, covenants and waivers set forth and/or incorporated herein, the University shall, as soon as practicable following Plaintiffs' completion of the actions set forth in Section 3 of this Agreement, but in any event no later than 60 days after final approval of this Agreement by the Connecticut Attorney General, make the following payments to :

- (i) "Garrison, Levin-Epstein, Richardson, Fitzgerald & Pirrotti, as trustee for Kylie Angell," the gross amount of one hundred fifteen thousand dollars (\$115,000);
- (ii) "Garrison, Levin-Epstein, Richardson, Fitzgerald & Pirrotti, as trustee for Erica Daniels," the gross amount of one hundred twenty-five thousand dollars (\$125,000);
- (iii) "Garrison, Levin-Epstein, Richardson, Fitzgerald & Pirrotti, as trustee for Carolyn Luby," the gross amount of twenty-five thousand dollars (\$25,000);
- (iv) "Garrison, Levin-Epstein, Richardson, Fitzgerald & Pirrotti, as trustee for Silvana Moccia," the gross amount of nine hundred thousand dollars (\$900,000);
- (v) "Garrison, Levin-Epstein, Richardson, Fitzgerald & Pirrotti, as trustee for Rosemary Richi, the gross amount of sixty thousand dollars (\$60,000); and

(b) All payments set forth in subsection (a) above are made for any and all damages which Plaintiffs claimed or could have claimed in the Lawsuit, which Plaintiffs contend include compensation for alleged personal injuries, emotional distress, past and future medical expenses, and attorney's fees and costs, within the meaning of Section 104 of the Internal Revenue Code.

(c) In further consideration for signing this Agreement and in exchange for the promises, covenants and waivers set forth and/or incorporated herein, the University shall, as soon as practicable following Plaintiffs' completion of the actions set forth in Section 3 of this Agreement, pay Garrison, Levin-Epstein, Richardson, Fitzgerald & Pirrotti the gross amount of sixty thousand dollars (\$60,000) to partially defray litigation costs and attorney's fees. The payments set forth in section 2(a)(i) through 2(a)(v), and the payment set forth in this section 2(c), are hereinafter collectively referred to as "the Proceeds."

(d) Plaintiffs acknowledge and agree that they are solely responsible for proper tax reporting of the Proceeds, and that neither UConn nor its attorneys have provided any tax reporting or related advice to them in connection with these payments. For tax purposes, the Proceeds shall be recorded on IRS Form 1099's issued to Luby, Angell, Daniels, Richi, Moccia and Garrison, Levin-Epstein, Richardson, Fitzgerald & Pirrotti. In the event the Internal Revenue Service ("IRS") or some other taxing authority of competent jurisdiction determines that Plaintiffs have improperly reported the payments referenced in subsection (a) above, the Plaintiffs shall each indemnify and hold harmless the University against any and all penalties and interest imposed and reasonable attorney's fees incurred in connection with such improper tax reporting. Should the IRS make any inquiry about any payment made pursuant to this Agreement, the party to whom such inquiry is made shall notify counsel for the opposing party within 48 hours of receiving the inquiry. Nothing in this paragraph will preclude a party from promptly resolving any inquiry with the IRS.

3. **Withdrawal of the Lawsuit and Other Proceedings:** Within five (5) days of the execution of this Agreement by all of the Parties:

(a) Plaintiffs shall prepare a stipulated dismissal of the Lawsuit against UConn, with prejudice, each party to bear its own costs, to be held by UConn's counsel Wiggin and Dana, LLP in escrow pending payment of the Proceeds and thereafter filed with the Court.

(b) Luby, Angell, Daniels, and Richi shall prepare a written request to immediately suspend the processing of the complaint against UConn that they filed with the United States Department of Education Office of Civil Rights (the "OCR Complaint") insofar as it pertains to them, to be held by UConn's counsel, Wiggin and Dana, LLP, in escrow pending payment of the Proceeds and thereafter filed with OCR. . Luby, Angell, Daniels, and Richi understand and agree that by signing this Agreement, they are forever waiving their rights to any and all individual remedies that might arise from the OCR Complaint.

(c) Luby, Angell, and Richi shall prepare a written request to immediately suspend the processing of the "Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act Complaint" against UConn that they filed with the United States Department of Education (the "Clery Act Complaint") insofar as it pertains to them, to be held by UConn's counsel, Wiggin and Dana, LLP, in escrow pending payment of the Proceeds and thereafter filed with the U.S. Department of Education. Luby, Angell, and Richi understand and agree that by signing this Agreement, they are forever waiving their rights to any and all individual remedies that might arise from the Clery Act Complaint.

(d) Luby and Daniels shall prepare a withdrawal, with prejudice, of their filings with the United States Equal Employment Opportunity Commission ("EEOC") and Connecticut Commission on Human Rights and Opportunities ("CHRO"), specifically EEOC No. 16A201400180CHRO and CHRO Case No. 1440131 as to Luby, and EEOC No. 16A201400311and CHRO Case No. 1440172 as to Daniels, to be held by UConn's counsel, Wiggin and Dana, LLP, in escrow pending payment of the Proceeds and thereafter filed with CHRO and EEOC. Luby and Daniels understand and agree that by signing this Agreement, they are acknowledging that they are not asserting, and thus, no part of the Proceeds cover, any claims for alleged lost backpay or other compensation or damages pursuant to Title VII of the Civil Rights Act, as amended, or the Connecticut Fair Employment Practices Act, or under any other federal or state human rights laws, and are forever waiving their rights to any and all monetary or other individual remedies that might arise from their EEOC/CHRO complaints.

4. **General Releases:**

(a) For good and valuable consideration, as described above, and in full and final settlement of any liabilities or obligations owed to Plaintiffs, however arising, the Plaintiffs, individually and collectively, release and forever discharge UConn from all claims asserted or alleged in the Lawsuit, as well as all debts, obligations, promises, covenants, agreements, contracts, endorsements, bonds, controversies, suits, actions, causes of action, judgments,

damages, expenses, claims or demands, in law or in equity, which any of Plaintiffs ever had, now have, or may have had at any time regarding any matter arising on or before the Effective Date of this Agreement (defined as the day on which all parties have executed the Agreement), including *but not limited to* all claims (whether known or unknown) regarding or arising out of the allegations set forth in Plaintiffs' Second Amended Complaint; any contract (express or implied); any claim for equitable relief or recovery of attorneys' fees or punitive, compensatory, or other damages or monies; any tort claims; any claims for aiding and abetting, conspiracy, concealment, assault, battery, negligence, defamation, libel, slander, promissory estoppel, quantum meruit, intentional or negligent infliction of emotional distress, deliberate indifference, tortious interference, invasion of privacy, wrongful discharge, breach of the covenant of good faith and fair dealing, violation of public policy, sexual, age-based, race-based or disability-based or religious-based harassment, constructive termination, retaliation and discrimination based upon age, race, color, sex, sexual orientation, veteran status, citizenship, marital status, religion, national origin, handicap, disability, or any other characteristic protected by law.

(b) Plaintiffs acknowledge and agree that this release extends, without limitation, to any claim, asserted or unasserted (whether known or unknown), which could arise under Title VII of the Civil Rights Act of 1964; the Equal Pay Act of 1963; the Americans With Disabilities Act of 1990; the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Civil Rights Act of 1991; the Family and Medical Leave Act of 1993; the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961 *et seq.*; Connecticut's whistleblower law, Conn. Gen. Stat. § 31-51m; Connecticut's free speech law, Conn. Gen. Stat. § 31-51q; the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. §§ 46a-58, *et seq.*; the Connecticut Family and Medical Leave Act, Conn. Gen. Stat. §§ 31-51kk *et seq.*; the anti-retaliation provision of Connecticut's workers' compensation statute, Conn. Gen. Stat. § 31-290a; and any other federal, state or local laws, rules or regulations, whether equal employment opportunity laws, rules or regulations or otherwise.

5. **Joint Statement and Public Statements About the Lawsuit and the Agreement:** The Parties agree to issue the Joint Statement attached to this Agreement as Exhibit A. The precise date and time of the disclosure of the Agreement and the Joint Statement will be determined by UConn in consultation with Plaintiffs. Plaintiffs, individually and collectively, and their counsel, acknowledge and agree that any statements, writings, or communications they make about the Lawsuit and the Agreement, including those made on social media, blogs, text messaging services, instant messaging services, or other online and/or telecommunications resources, will not be inconsistent with the content and tenor of the Joint Statement.

6. **Non-Disparagement:** Plaintiffs, individually and collectively, warrant, represent and covenant not to make any written or oral statements about UConn, or issue any written or oral communication about UConn, that disparages UConn, portrays UConn in a false light, or encourages others to disparage or portray UConn in a false light. This provision includes, but is not limited to, any such commentary made during public events, interviews with the press, and/or as part of any documentary, movie, video, television show, or other presentation.

7. **Non-Admissible as Evidence:** The terms of this Agreement, including all facts, circumstances, statements and documents relating thereto, shall not be admissible or submitted as evidence in any litigation or arbitration in any forum for any purpose other than to secure enforcement of the terms and conditions of this Agreement.

8. **Governing Law:** The validity and construction of this Agreement shall be governed by the laws of the State of Connecticut, excluding the conflict of laws principles thereof.

9. **Integration:** This Agreement sets forth the entire agreement between the Parties, and except as otherwise expressly provided herein, supersedes any and all prior oral and/or written agreements between them. This Agreement may not be altered, amended or modified except by a further writing signed by all of the Plaintiffs and an authorized representative of UConn.

10. **Non-Waiver of Breach:** The failure of UConn to insist upon strict adherence by any of the Plaintiffs to any term of this Agreement on any occasion shall not be considered as a waiver thereof or deprive UConn of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

11. **Non-Assignable:** Except as expressly provided for herein, no party to this Agreement may assign any of its benefits or delegate any of its duties hereunder without the express written consent of the other party evidenced by a duly authorized and executed written instrument.

12. **No Third-Party Beneficiaries:** Nothing in this Agreement is intended, or shall be interpreted, to create any rights inuring to the benefit of a third party.

13. **Severability:** Sections 3 and 4 of this Agreement are essential parts of the settlement of the Lawsuit. In the event section 3 is deemed illegal, unenforceable, or ineffective by an authority of competent jurisdiction, the Parties acknowledge and agree that this Agreement shall immediately be nullified, with all obligations thereunder voided and all Proceeds to be reimbursed to UConn within thirty (30) days of its written request for same. If any part of Section 4 is found to be unenforceable, the Parties shall negotiate and agree to alternative language that is as similar as possible to the intent of the unenforceable language. With the exception of sections 3 and 4, if any of the other provisions, terms or clauses of this Agreement are declared illegal, unenforceable or ineffective by an authority of competent jurisdiction, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.

14. **No Extra-Contractual Representations:** Plaintiffs warrant, represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement made by UConn, or by any agent, representative or attorney of

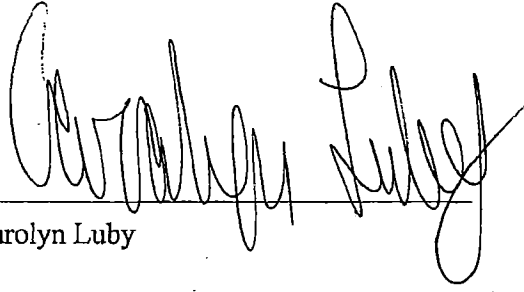
UConn, with regard to the subject matter, basis or effect of this Agreement or otherwise, other than as specifically stated in this written Agreement.

15. **Voluntary Waiver of Rights:** Plaintiffs agree and acknowledge that this Agreement constitutes a knowing and voluntary waiver of all rights or claims they have or may have against UConn, that they are freely entering into this Agreement with a full understanding of its terms, and that they have been represented by counsel of their choosing in connection with the negotiation of this Agreement.

16. **Counterparts:** This Agreement may be signed in counterparts, which will together be treated as one original Agreement.

PLAINTIFFS EXPRESSLY ACKNOWLEDGE, REPRESENT, AND WARRANT THAT THEY HAVE CAREFULLY READ THIS AGREEMENT; THAT THEY FULLY UNDERSTAND THE TERMS, CONDITIONS AND SIGNIFICANCE OF THIS AGREEMENT; THAT THEY HAVE HAD REASONABLE TIME TO CONSIDER THIS AGREEMENT BEFORE SIGNING; AND THAT THEY HAVE EXECUTED THIS AGREEMENT VOLUNTARILY, KNOWINGLY, AND WITH ADVICE FROM THEIR ATTORNEYS.

For Plaintiff:



Carolyn Luby

7/8/14

Date

For University of Connecticut:



By: John Biancamano
Title: Interim Executive Vice President for
Administration and Chief Financial Officer

7/8/14

Date

For Plaintiff:

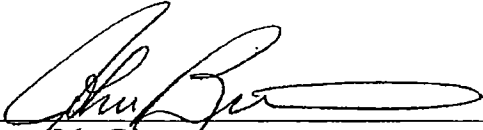


Erica Daniels

7/8/14

Date

For University of Connecticut:

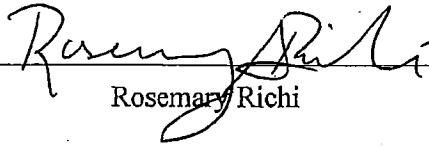


By: John Blancamano
Title: Interim Executive Vice President for
Administration and Chief Financial Officer

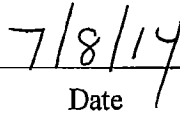
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Date

For Plaintiff:

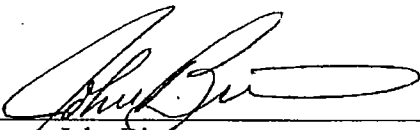


Rosemary Richi

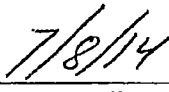


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For University of Connecticut:

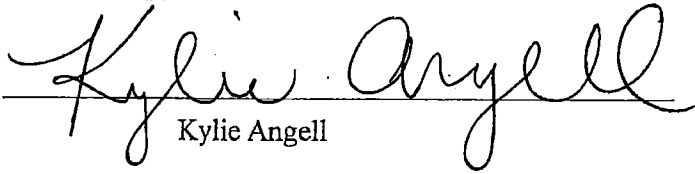


By: John Biancamano
Title: Interim Executive Vice President for
Administration and Chief Financial Officer



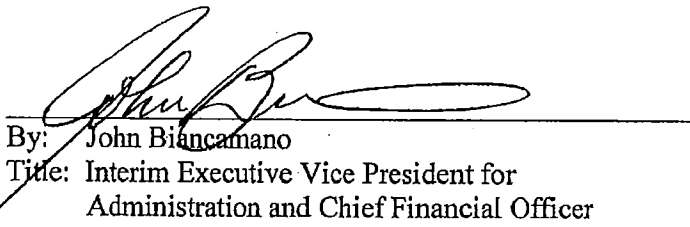
Date

For Plaintiff:


Kylie Angell

7/8/14
Date

For University of Connecticut:


By: John Biancamano
Title: Interim Executive Vice President for
Administration and Chief Financial Officer

7/8/14
Date

For Plaintiff:

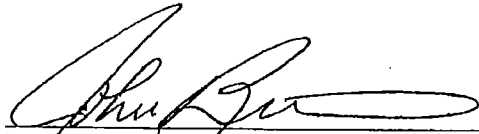


Silvana Moccia

7/8/14

Date

For University of Connecticut:



By: John Biancamano
Title: Interim Executive Vice President for
Administration and Chief Financial Officer

7/8/14

Date