

## SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

### **1. Parties**

This Settlement Agreement and General Release is entered into between plaintiffs WILLIAM JERGENS, JOEY GILLESPIE, and FORREST GEE (“PLAINTIFFS”) and RICHARD B. WILLIAMS, President of Dixie State University (“DSU”); DEL W. BEATTY, Dean of Students at DSU; DEBBIE MILLET, Administrative Assistant to the Dean of Students at DSU; SETH GUBLER, Director of Housing and Resident Life at DSU; JORDON SHARP, Director of Student Involvement and Leadership at DSU, SHARON LEE, Coordinator of Academic Scheduling at DSU; and DON REID, Director of Public Safety at DSU (collectively “DSU”).

### **2. Claims**

- 2.1 PLAINTIFFS filed an action in the United States District Court, District of Utah, Central Division, No. 2:15-cv-00144-PMW, entitled JERGENS, et al, v. WILLIAMS, et al. (“Action”).
- 2.2 The parties wish to resolve all disputes and claims between them, including those arising from and/or relating to the Action.

### **3. Settlement Terms**

- 3.1 This settlement is a compromise of disputed claims and is not an admission by any party of any liability.
- 3.2 The parties have negotiated revisions to the University’s SPEECH POLICY attached hereto as **Exhibit A**, and agree to abide by the terms of this POLICY. Further, the University agrees not to revert back to the previous policies challenged in PLAINTIFFS’ lawsuit.
- 3.3 The University will agree to provide training within three (3) months of dismissal of this case to personnel under the supervision of the Vice President for Student Services who will be responsible for enforcing these policies, including employees in the University’s offices of Housing and Resident Life, Student Involvement and Leadership, Academic Scheduling, and Public Safety, regarding the terms of the above-referenced SPEECH POLICY. A copy of the training materials and schedule will be provided to PLAINTIFFS’ lawyers when available.
- 3.4 After DSU provides a fully executed version of this Settlement Agreement and Release, PLAINTIFFS will in return provide their fully executed version of same, upon which University will post a link, within two (2) working days of receiving PLAINTIFFS’ signatures, to the above-referenced SPEECH POLICY at <http://dixiestudentlife.com/clubs/> and <http://www.dixie.edu/humanres/pol.html> and at other relevant University webpages. DSU will further update all printed and electronic guides with the new SPEECH POLICY. The University also will remove superseded or inconsistent versions of University policies from all University webpages and guides.
- 3.5 The University shall pay \$50,000.00 in full, final, and complete settlement of all of PLAINTIFFS’ claims, including but not limited to those arising from or relating to the Action. Payment

shall be made to "DAVIS WRIGHT TREMAINE LLP" within seven (7) days of receiving PLAINTIFFS' signature on this Settlement Agreement and Release.

- 3.6 The parties shall bear their own costs, expenses, and attorneys' fees other than to the extent specified herein.
- 3.7 PLAINTIFFS agree that if any taxing authority determines that any part of the settlement is taxable, PLAINTIFFS and/or DAVIS WRIGHT TREMAINE LLP, as is appropriate, will be responsible for all such taxes. PLAINTIFFS and DAVIS WRIGHT TREMAINE further agree to indemnify and hold harmless DSU, or any of their representatives, from liability to any tax authority, and from any claims made in any administrative or judicial action to collect taxes from DSU. If a proceeding is instituted against DSU, DSU will give DAVIS WRIGHT TREMAINE notice of the proceedings to invoke the obligation to defend and indemnify DSU.
- 3.8 PLAINTIFFS hereby release and forever discharge the State of Utah, the Board of Trustees of Dixie State University on behalf of Dixie State University, and each of their agents, attorneys, current and former employees, officers, directors, trustees, auxiliary organizations, insurers, representatives and all persons acting by, through, under, or in concert with any of them, including individual defendants RICHARD B. WILLIAMS, DEL W. BEATTY, DEBBIE MILLET, SETH GUBLER, JORDON SHARP, SHARON LEE, and DON REID (collectively the "DSU Released Parties") from any and all manner of claims, actions, obligations, attorneys' fees, damages or liabilities of any kind whatsoever, whether known or unknown, fixed or contingent, which plaintiff may have or claim against DSU Released Parties, or any of them, arising out of, based on, or related to the Action or those facts and circumstances alleged therein.
- 3.10 PLAINTIFFS agree to dismiss the Action with prejudice within five (5) days of receiving the Payment specified by Section 3.5 above or receiving notice that the website has been updated as specified by Section 3.4, whichever is later, and to take, or cause their counsel to take, all further steps and execute all other documents reasonably necessary to accomplish the dismissal.
- 3.11 PLAINTIFFS represent and warrant that they have been represented by counsel and that they have read and understand the content of this Agreement and General Release and voluntarily entered into it.
- 3.12 This Agreement and General Release shall be interpreted under the laws of the State of Utah.
- 3.13 This Agreement and General Release constitutes the entire understanding and agreement of the parties and supersedes any and all prior or contemporaneous agreements or understandings.
- 3.14 The parties acknowledge that there have been no other promises made between them about the settlement of the claims described above other than those expressly referred to herein.
- 3.15 Modifications and/or amendments to this Agreement and General Release must be in writing signed by all parties.
- 3.16 This Agreement and General Release may be signed in counterparts and each counterpart shall be deemed an original. Facsimile signatures shall be deemed to be original signatures.

Dated: \_\_\_\_\_

\_\_\_\_\_  
WILLIAM JERGINs

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOEY GILLESPIE

Dated: \_\_\_\_\_

\_\_\_\_\_  
FORREST GEE

Dated: 9/14/2015

  
\_\_\_\_\_  
RICHARD B. WILLIAMS

Dated: \_\_\_\_\_

\_\_\_\_\_  
DEL W. BEATTY

Dated: \_\_\_\_\_

\_\_\_\_\_  
DEBBIE MILLET

Dated: \_\_\_\_\_

\_\_\_\_\_  
SETH GUBLER

Dated: \_\_\_\_\_

\_\_\_\_\_  
JORDON SHARP

Dated: \_\_\_\_\_

\_\_\_\_\_  
SHARON LEE

Dated: \_\_\_\_\_

\_\_\_\_\_  
DON REID

Dated: 9/17/15

  
WILLIAM JERGIN'S

Dated: \_\_\_\_\_

JOEY GILLESPIE

Dated: \_\_\_\_\_

FORREST GEE

Dated: \_\_\_\_\_

RICHARD B. WILLIAMS

Dated: \_\_\_\_\_

DEL W. BEATTY

Dated: \_\_\_\_\_

DEBBIE MILLET

Dated: \_\_\_\_\_

SETH GUBLER

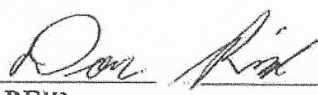
Dated: \_\_\_\_\_

JORDON SIARP

Dated: \_\_\_\_\_

SHARON LEE

Dated: 9/15/15

  
DON REID