

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (this “Agreement”) is entered into between KIMBERLY DIEI (“Plaintiff”) and THE UNIVERSITY OF TENNESSEE (“University”) (collectively, the “Parties”).

WHEREAS, Plaintiff brought an action against Board of Trustees members and employees of the University in the United States District Court for the Western District of Tennessee, captioned *Kimberly Diei v. Randy Boyd, et al.*, Civil Action No. 21-cv-2071-JTF-cgc (the “Lawsuit”); and

WHEREAS, in order to avoid the time and expense of litigation, the Parties desire to settle all claims in the Lawsuit and all other claims that Plaintiff could have brought against the Released Parties as defined herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment to Plaintiff. The University agrees to pay Plaintiff a total of \$250,000 (TWO HUNDRED FIFTY THOUSAND Dollars and Zero Cents) by two checks: (1) payable to Kimberly Diei for \$180,000, and (2) payable to the Foundation for Individual Rights and Expression for \$70,000. The University agrees to send the checks within fifteen (15) days of the Effective Date of this Agreement.

In making such payment, the University makes no representations regarding the tax consequences or liability arising from any such payment. Plaintiff acknowledges that she remains solely responsible for the final tax liability related to payment under this Agreement. Plaintiff agrees to hold the University harmless from and against any tax or tax withholding claims, amounts, interest, penalties, fines, or assessments brought or sought by any taxing authority with respect to the payment under this Agreement.

2. Release of All Claims. Plaintiff, for herself, and her heirs, assigns, and executors hereby releases the University and its current and former: trustees, officers, employees, agents, representatives, including without limitation Dr. Christa George and all other parties named as defendants in the Lawsuit (and all their successors and assigns), in their individual and official capacities at the University (collectively, the “Released Parties”), of and from any and all actions, causes of action, suits, claims, agreements, promises, rights, obligations, debts, liabilities, damages, demands, costs, expenses, and attorneys’ fees, under all legal theories, known or unknown (collectively, “Claims”) related to any and all of the following: (i) all Claims or matters alleged, or which could have been alleged, in the Lawsuit; and (ii) any other Claims that Plaintiff may have against any Released Party up to the date that she signs this Agreement.

3. No Admission of Liability. This Agreement is made in compromise of disputed claims, and any payments pursuant to the Agreement are not to be construed as an admission of liability on the part of any of the Released Parties.

4. **Dismissal of Lawsuit and Covenant Not to Sue.** Within five business days after the receipt of payment pursuant to Paragraph 1 of this Agreement, Plaintiff (through counsel) will file with the Court in which the Lawsuit is pending a notice of dismissal, in the form attached as **Exhibit A**, dismissing the Lawsuit with prejudice.

Other than this Lawsuit, Plaintiff represents that she has not filed or caused to be filed any lawsuit, complaint, or charge with respect to any Claim this Agreement purports to waive. Plaintiff further agrees never to file or prosecute a lawsuit based on such Claims and never to seek any damages, injunctive, or other relief against the Released Parties with respect to Claims waived in this Agreement.

5. **Costs and Attorneys' Fees.** Except as otherwise set forth herein, each party will be responsible for the party's own attorneys' fees and costs.

6. **Representations and Warranties.** Plaintiff represents and warrants that she has the sole right and exclusive authority to execute this Agreement, and that she has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, or legal right that is the subject of this Agreement. Plaintiff agrees to indemnify and hold the Released Parties harmless from and against any Claims relating to or arising from any breach of this representation and warranty.

7. **Interpretation of Agreement.** This Agreement is deemed to have been drafted jointly by the Parties, and shall not be construed for or against any other party based on who drafted the agreement. This Agreement shall be governed and interpreted under the law of the State of Tennessee.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. This Agreement may not be modified or canceled in any manner except in writing, signed by both parties. Plaintiff acknowledges that the University has made no representations or promises to her, other than those in this Agreement. The waiver by either of the Parties of a breach or violation of any provision of this Agreement shall not be construed as a waiver of any other provision or the right to contest any subsequent breach or violation of the Agreement.

9. **Effective Date.** The Effective Date of this Agreement shall be the date on which all Parties have signed the Agreement.


KIMBERLY DIEI

Signed by:

D1E5562F65D06457
KIMBERLY DIEI

Date: 1/16/2025

THE UNIVERSITY OF TENNESSEE

DocuSigned by:

By: _____
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DAVID L. MILLER
Senior Vice President & Chief Financial Officer

Date: 1/21/2025 | 09:14:36 PST

EXHIBIT A TO SETTLEMENT AGREEMENT AND RELEASE

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
AT MEMPHIS**

KIMBERLY DIEI,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 21-cv-2071-JTF-cgc
)	
RANDY BOYD, et al.,)	
)	
Defendants.)	

STIPULATED NOTICE OF DISMISSAL WITH PREJUDICE

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, and based on the stipulation of all parties to this action, the Plaintiff hereby dismisses all claims in this action with prejudice, with each party to bear her or his own costs and attorney’s fees.

Respectfully submitted this _____ day of _____, 2025.

/s/
 Greg Harold Greubel (PA Bar No. 321130;
 NJ Bar No. 171622015; CA Bar No.
 343028; IA Bar No. AT0015474)
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 RIGHTS AND EXPRESSION
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/s/
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