

**CONFIDENTIAL SETTLEMENT AGREEMENT, AND FULL AND FINAL
RELEASE OF ALL CLAIMS**

This CONFIDENTIAL SETTLEMENT AGREEMENT, AND FULL AND FINAL RELEASE OF ALL CLAIMS ("Agreement") is entered into by and between [REDACTED] and The University of Texas at Austin ("UT Austin"). [REDACTED] and UT Austin comprise "the Parties" to this Agreement.

WHEREAS, [REDACTED] was employed by UT Austin as a [REDACTED] [REDACTED] in the [REDACTED] Department;

WHEREAS, disputes and controversies exist between [REDACTED] and UT Austin that relate to [REDACTED] employment and allegations made by her against Cleveland O. Bryant ("Mr. Bryant"), another employee in the [REDACTED] Department of UT Austin;

WHEREAS, the purpose of this Agreement is to end all disputes and controversies between the Parties, for [REDACTED] to provide a full and final release of any and all claims she has or might possibly have against UT Austin, and/or any of its agents, employees, representatives, officers, and any related entities;

NOW THEREFORE, in consideration of these premises and the promises and agreements described and contained in this Agreement ("the Consideration"), the receipt and sufficiency of which is hereby acknowledged by the Parties, [REDACTED] and UT Austin covenant, promise, and agree as follows:

- (1) UT Austin will pay [REDACTED] and her attorneys the total amount of \$400,000.00 (Four Hundred Thousand US Dollars);
- (2) Men's Athletic Director Deloss Dodds will provide [REDACTED] a favorable letter of recommendation with respect to [REDACTED] employment at UT Austin. The letter of recommendation will state (i) the period of [REDACTED] employment at UT Austin and (ii) that [REDACTED] did an excellent job while employed at UT Austin;
- (3) [REDACTED], acting for herself and her personal representatives, heirs, assigns, and next of kin, hereby forever releases and discharges any and all claims, demands, actions, administrative claims, and causes of action of any kind whatsoever, known or unknown, accrued or unaccrued, foreseen or unforeseen, and any consequences thereof, which she has or may have against UT Austin, The University of Texas System ("UT System") and its Board of Regents, and all agents, officers, representatives, and employees of UT Austin and the UT System, in both their official and individual capacities ("Released Parties"). All of the claims and potential claims outlined above, and in the

remainder of this Agreement are defined and referred to hereinafter as the "Released Claims". The Released Claims include, but are not limited to:

- a. those claims that are known or unknown, actual or contingent, in law, in equity, or otherwise, and whether based in tort, contract, statute, or any other basis;
- b. all disputes by which [REDACTED] could seek equitable relief; actual, compensatory, consequential, punitive, special, multiple or other damages; expenses (including attorneys' fees and costs); and all other reimbursements or charges of any kind;
- c. any claim(s) under the following (and any amendments): Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Texas Commission on Human Rights Act, the Constitutions of the United States and the State of Texas; the Employee Retirement Income Security Act of 1974; workers' compensation laws; wage and hour laws; any state or federal whistleblower laws; the Internal Revenue Code; the Rehabilitation Act; the Consolidated Omnibus Budget Reconciliation Act; the Immigration Reform and Control Act of 1990; the Age Discrimination in Employment Act, including the Older Workers Benefit Protection Act; the Fair Labor Standards Act; the Equal Pay Act of 1963; the Occupational Safety and Health Act; the Family and Medical Leave Act of 1993; the National Labor Relations Act; or any other federal, state, or local civil rights, employment, or human rights law or any other federal, state, or local law, regulation, or ordinance;
- d. any and all claims in contract or at common law, including, but not limited to, breach of oral, written and/or implied contract, breach of an implied covenant of good faith and fair dealing, wrongful discharge under any theory, including for lack of good cause, in violation of public policy, and constructive discharge, loss of earnings or future earning capacity, intentional and/or negligent infliction of emotional distress, negligent retention and supervision, retaliation, assault, battery, negligence, misrepresentation or fraud of any kind, duress, unfair dealing, breach of fiduciary or other duty, invasion of privacy, defamation, deprivation or violation of rights to substantive or procedural due process, and interference with contract and/or prospective economic advantage;
- e. any and all institutional grievances, appeals, and other procedures to which she is or may be entitled under the Rules and Regulations of the Board of Regents of The University of Texas System and the Handbook of Operating Procedures of UT Austin.

The reference herein to specific statutory, contract and common law claims is in no way intended to limit the Released Claims; to the contrary, [REDACTED] intends that the Released Claims be construed as broadly as possible.

- (4) [REDACTED] agrees that she will resign voluntarily from her employment at UT Austin on or before January 20, 2011 ("Resignation"). [REDACTED] will remain on paid leave until her Resignation. [REDACTED] further agrees that she will not seek employment with UT Austin or the UT System, through any formal or informal inquiry or application, at any time after her Resignation;
- (5) [REDACTED] promises and agrees not to institute or to have instituted on her behalf any lawsuit or claim against the Released Parties based upon any of the Released Claims, as defined in this Agreement, and forever waives any right she has or may have to bring any such lawsuit or claim against the Released Parties. [REDACTED] agrees that, with respect to all Released Claims, she is not only waiving her right to recover money or other relief in any action that she might institute against the Released Parties, but also that she is waiving her right to recover money or other relief in any action that might be brought against the Released Parties on her behalf by any other person or entity including, but not limited to, the EEOC, the Department of Labor, or any other federal, state, or local agency or department;
- (6) [REDACTED] understands and agrees that the sum delineated in this Agreement in Paragraph 1, is all she and her attorneys are entitled to or will receive from UT Austin and/or any or all of the Released Parties as settlement of her Released Claims. [REDACTED] agrees that the only conditions precedent to the validity and full force and effect of the releases and other promises she has made in this Agreement is the payment of the sum specified in paragraph 1 and her receipt of a letter of recommendation as specified in paragraph 2, above;
- (7) The Parties agree that nothing contained in this Agreement or the fact that the Parties have entered into the settlement documented by this Agreement shall constitute or be construed as an admission of any alleged liability or wrongdoing by UT Austin or any of the Released Parties. UT Austin emphatically denies that it engaged in any wrongdoing of any kind.
- (8) [REDACTED] acknowledges and agrees that she is **solely** and **exclusively** responsible for the tax consequences of this Agreement and that it shall be her responsibility to pay any and all federal, state, and local taxes and any and all withholdings attendant to the payment by UT Austin of the sum outlined in paragraph 1, above. [REDACTED] also agrees to indemnify and hold harmless UT Austin and the Released Parties in the event that any federal, state, or local taxing authority asserts against UT Austin or any of the Released Parties any claim for unpaid taxes, failure to withhold taxes, or interest or penalties based

upon the payment by UT Austin to [REDACTED] or her attorneys of the consideration set out in paragraph 1, above.

(9) [REDACTED] acknowledges, warrants and represents to UT Austin that (a) she enters into this Agreement upon the legal advice of her attorneys, (b) her attorneys have explained to [REDACTED] to her satisfaction the terms, effect, and legal consequences of this Agreement, (c) she fully understands and voluntarily accepts the terms of this Agreement, (d) no promise or agreement, other than what is expressed in this Agreement, has been made to her to sign this Agreement and release the Released Claims, and (e) in deciding to sign, accept the terms of, and be bound by this Agreement, [REDACTED] is not relying upon any statement or representation or promise which is not expressly set out in this Agreement made by UT Austin or of any agent, employee, representative, officer, or attorney of UT Austin. Instead, [REDACTED] is relying on her own judgment and the advice of her attorneys.

(10) The Parties acknowledge and agree that this document contains the entire agreement between the Parties as to the subject matter hereof and that all prior agreements or understandings between them about these matters are nullified by this Agreement and that there are no others. The Parties further agree that any changes or modifications to this Agreement must be made in writing, signed by the Parties, and that the provisions in this sentence of this Agreement may not be waived orally or by conduct.

(11) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The language of this Agreement shall be construed as a whole and according to its fair meaning, and shall not be strictly construed for or against either party. To the extent any provision(s) of this Agreement may be found by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such provision(s) will not affect the validity or enforceability of the remaining provisions of the Agreement.

(12) [REDACTED] and UT Austin acknowledge and agree that this Agreement is to be signed by all of the Parties. It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

(13) The Parties agree that the terms of the Agreement, as well as any negotiations relating thereto, will be kept forever **CONFIDENTIAL**, except as required by law.

IN WITNESS HEREOF, the Parties have executed two identical copies of this Agreement.

AGREED:

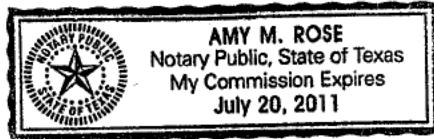
[REDACTED]

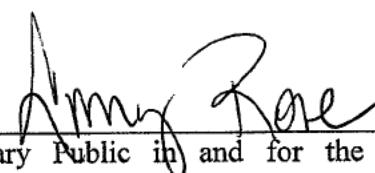
1/10/11
Date

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On January 10th, 2011, before me personally appeared [REDACTED] [REDACTED] personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has read the Confidential Settlement Agreement and Full and Final Release of All Claims, that it accurately sets forth the terms of the settlement, and that she has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this 10th day of January, 2011.





Amy Rose
Notary Public in and for the State of Texas

APPROVED AS TO FORM:

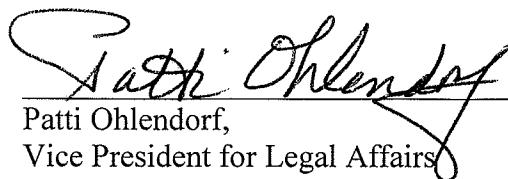

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ATTORNEYS FOR 

AGREED:

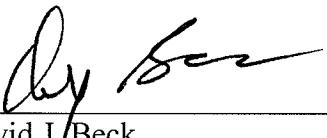
The University of Texas at Austin



Patti Ohlendorf,
Vice President for Legal Affairs

1/11/2011
Date

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