

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("**Agreement**") is entered into by and between the University of Oregon ("**the University**") and Jennifer Freyd ("**Plaintiff**"), collectively, the "**Parties**."

### **Recitals**

1. Plaintiff was employed by the University from September 16, 1987 to March 15, 2021, and is currently a professor emerit in the College of Arts and Sciences Department of Psychology.
2. On or around March 21, 2017, Plaintiff filed a complaint against the University and named individual defendants asserting claims of pay discrimination and other violations of state and federal law in the U.S. District Court for the District of Oregon ("**the Lawsuit**"). The district court dismissed the Lawsuit, but the Ninth Circuit Court of Appeals reversed the district court's determinations on Prof. Freyd's claims of pay discrimination under the Equal Pay Act and state law as well as disparate impact under Title VII. It remanded the case for trial.
3. The University disputes the claims remanded for trial by the appellate court.
4. The Parties believe it is in their best interests to settle fully and finally any and all issues relating to the Lawsuit and Plaintiff's employment with the University.

### **Agreement and Release**

Now, therefore, in consideration of the mutual covenants and promises contained herein, including the recitals set forth above, the sufficiency of which is agreed to by all Parties, the Parties agree as follows:

1. **Documentation.** Plaintiff will complete, sign and return to the University, a W-9 tax form for each payee under this Agreement and a Section 111 Medicare reporting form for Plaintiff.
2. **Payment.** Within thirty (30) days of the date on which this Agreement is fully executed, including the University's receipt of the W-9 tax forms and the Section 111 Medicare reporting form referenced above, the University will pay Plaintiff \$350,000 in full settlement of all her claims. This payment is inclusive of all fees, costs, and attorneys' fees. This payment shall be distributed as follows: \$15,000 represents back pay and will be paid by check payable to Jennifer Freyd with all applicable withholdings consistent with federal law. She will receive a Form W-2 reporting this payment. The remaining \$335,000 will be paid in a check payable to Johnson Johnson Lucas & Middleton Trust Account fbo Jennifer Freyd. This amount represents compensation for emotional distress, attorney fees and costs of this action. It will be reported on a Form 1099-MISC.
3. **Release.** As a material inducement for the University to enter into this Agreement, Plaintiff irrevocably, unconditionally, and in perpetuity releases the University and its agents, employees, officers, trustees, directors, insurers, and assignees, from any and all complaints, claims, obligations, liabilities, damages, causes of action, demands, costs, and expenses (including attorneys' fees and costs), of any nature whatsoever, known or unknown, arising out of or relating to the Lawsuit or Plaintiff's employment with University up through the date of this Agreement. This release covers any claims of negligence, internal grievance rights, claims for unpaid wages or other forms of compensation, breach of contract, discrimination, and claims asserting theories of strict liability.

This release includes but is not limited to claims arising under Title VII of the Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act (ADEA), the Older Worker Protection Act (OWBPA), the American with Disabilities Act (ADA), Oregon's Family Leave Act and Family and Medical Leave Act, federal and state Equal Pay Acts, Oregon Revised Statute Chapters 652, 653, 654, 656, 659 and 659A, the Post Civil War Acts (42 USC §§ 1981-1988), the Fair Labor Standards Act, the Occupational Safety and Health Act, the Contract Worker Hours and Safety Act, Executive Order 11246, and any other federal, state, or local law, rule, or regulation. Plaintiff agrees that she knows of no claims that are not released by this Agreement.

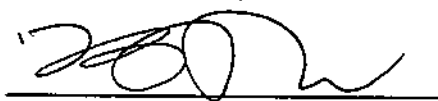
In agreeing to waive her claims under the ADEA and OWBPA, Plaintiff understands that she has the rights set forth in Exhibit A and that the release of these claims is not effective until the Revocation Period, as described in Exhibit A, has lapsed.

4. **Dismissal.** Within ten (10) days from the date of payment pursuant to Paragraphs 2 and 5, Plaintiff will dismiss the Lawsuit with prejudice and without costs to either party. Plaintiff represents that she has not filed any other complaints, causes of action, or claims against the University or any of its officers, agents, or employees, with any local, state, or federal agency or court, that she will not do so at any time hereafter as to any acts occurring at any time before Plaintiff executes this Agreement, and that if any such agency or court assumes jurisdiction of any complaint, cause of action, or claim against the University or any of its officers, agents, or employees, Plaintiff will request such agency or court to withdraw from and dismiss the matter.
5. **Contribution.** Within thirty (30) days from the date this Agreement is fully executed, the University will contribute \$100,000 to the Center for Institutional Courage in order to help Plaintiff continue her research and advocacy.
6. **Waiver of Costs.** The University agrees to waive costs awarded by the district court in the Lawsuit, including any allocated to former Defendants Sadofsky or Schill.
7. **Tax Treatment.** The Parties agree that no party warrants or represents how the United States Internal Revenue Service (IRS) or other governmental authority will treat the payments specified in this Agreement for tax purposes. Each Party shall bear its own tax liability, if any, resulting from this Agreement. Plaintiff agrees that she has had the opportunity to seek legal and/or professional advice regarding the tax treatment of any provisions of this Agreement and is not relying upon the University to advise her in any way.
8. **Joint Statement.** The Parties agree to work in good faith to prepare a joint statement regarding this Agreement and the dismissal of the Lawsuit. The Parties shall involve Judge Kasubhai in the drafting of the statement in the event of any disagreements.
9. **No Admission of Fault.** This Agreement is a compromise freely and voluntarily entered into by each of the Parties and shall not be construed as an admission of liability nor a violation of any applicable law, rule, regulation or order of any kind, by any Party. The Parties agree that this Agreement will not be offered as evidence in any dispute or forum except for a claim of breach of the Agreement itself.
10. **Binding Effect.** All of the covenants, agreements, conditions and terms contained in this Agreement will be binding upon, apply, and inure to the benefit of the successors and assigns of the Parties.

11. **Integration.** This Agreement constitutes the final and complete statement of the agreement between the Parties related to the Lawsuit.
12. **Representation.** Each of the Parties hereby acknowledges that each Party has been represented by counsel in connection with the preparation and execution of this Agreement, and that each Party has thoroughly reviewed this Agreement with that Party's counsel. The Parties have participated equally in the drafting of this Agreement and the rule of construction that a written agreement is construed against the party preparing or drafting that agreement is not applicable to the interpretation of this Agreement.
13. **Governing Law.** This Agreement is governed by and will be construed according to Oregon law. Judge Kasubhai shall retain jurisdiction to attempt to resolve any disputes related to this Agreement.
14. **Legal Proceedings.** If any proceeding is commenced for the purpose of enforcing any provision of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorneys' fees in such proceeding, or any appeal thereof, in addition to the costs and disbursements allowed by law.
15. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
16. **Modification.** This Agreement can only be amended by a writing signed by all Parties.
17. **Cooperation.** The parties will cooperate and will promptly execute any and all documents and perform any and all acts necessary to effectuate this Agreement.


PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS INCLUDES A RELEASE OF ALL KNOWN OR UNKNOWN CLAIMS. THE PARTIES DECLARE BY THEIR SIGNATURES THAT THEY HAVE READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT, HAVE BEEN AFFORDED THE OPPORTUNITY TO MEET WITH AN ATTORNEY TO DISCUSS ITS MEANING AND EFFECT, AND VOLUNTARILY ACCEPT THE TERMS SET FORTH HEREIN OF THEIR OWN FREE WILL

The University of Oregon:



Kevin Reed  
Vice President and General Counsel

Jennifer Freyd:



Date: July 14, 2021

Date: 13 July 2021

**Attachment A**

**Age Discrimination in Employment Act Release**

In compliance with the Age Discrimination in Employment Act of 1967 (29 USC § 621 *et seq.*) (ADEA), this is notification to Jennifer Freyd ("Plaintiff") to consult with legal counsel prior to signing this release.

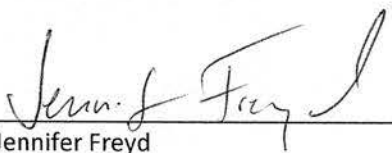
Plaintiff acknowledges that she may, but is not required to, take up to 21 days to sign this Age Discrimination in Employment Act Release designated as Attachment A to this Agreement.

Plaintiff has seven (7) days following the date she signs this Attachment to the Agreement to revoke her waiver of claims under the ADEA, and this portion of the Agreement will not become effective until the revocation period has expired. For such revocation to be effective, written notice of Plaintiff's intent to revoke must be sent or delivered to Mark Schmelz, Chief Human Resources Officer, at the address listed below, and the written notice must be **received** by Mr. Schmelz by midnight on the seventh calendar day after Plaintiff signs this Attachment.

**Address:**

Mark Schmelz, Chief Human Resources Officer  
677 East 12th Ave.  
5210 University of Oregon  
Eugene, OR 97403-5210

By signing this document, Plaintiff waives any and all claims under the ADEA as of the date of this signature and understands and agrees that neither she nor anyone on her behalf can sue the University or any of its officers, agents, employees, or insurers and their successors for any claims of discrimination based on age which arose at any time up to the date of her signature on this document.

  
\_\_\_\_\_  
Jennifer Freyd

13 July 2021  
\_\_\_\_\_  
Date