

SETTLEMENT AGREEMENT

1. PARTIES

The Settlement Agreement (“Agreement”) is entered into by and between SHAAKIRRAH R. SANDERS (“Professor Sanders”) and the UNIVERSITY OF IDAHO, a public University governed by the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO (“The University”), the STATE OF IDAHO (“State”), former Dean of the University of Idaho College of Law (“COL”), MARK ADAMS (“Professor Adams”), former term Dean of the COL, JERROLD LONG (“Professor Long”), and current Dean of the COL, JOHANNA KALB (“Dean Kalb”).

2. BACKGROUND

There is a pending lawsuit in the United States District Court for the District of Idaho, Case No. 3:18-CV-00225-BLW (“Lawsuit”). Professor Sanders, a tenured Professor at the COL, is the plaintiff the Lawsuit. The defendants are the University, Professor Adams, Professor Long and Dean Kalb. Dean Kalb was named as a defendant only in her official capacity based upon legal precedent.

Plaintiff filed the lawsuit on June 19, 2019 alleging that Defendants discriminated against her on the basis of her gender and/or race and retaliated against her in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, and the Equal Protection Clause of the United States Constitution. The facts alleged by Plaintiff can be found at *Sanders v. University of Idaho by Board of Regents of University of Idaho*, 552 F.Supp. 3d 991 (D. Idaho 2021), and *Sanders v. University of Idaho*, 617 F.Supp. 3d 1200 (D. Idaho 2022).

All of the pleadings, motions and decisions filed in the Lawsuit may be reviewed at the United States District Court for the District of Idaho website.

On October 24, 2022, a jury informed the Court of its inability to agree upon a verdict. The University, Professor Adams, and Professor Long categorically deny any and all allegations that they violated Professor Sanders' state and federal civil and statutory rights and deny that they are in any manner liable to her. The parties have agreed to resolve the Lawsuit in accordance with the terms and conditions set forth in this Agreement.

3. TERMS AND CONDITIONS

In exchange for the consideration set forth in this Agreement, the parties agree to the following:

A. Professor Sanders hereby releases the University, the State, Professor Adams, Professor Long and Dean Kalb from liability for any and all claims which were or could have been raised or brought against them as a result of the factual and legal allegations in the Lawsuit. Defendants in turn release Professor Sanders from liability for any and all claims they could have raised as a result of the factual and legal allegations in the Lawsuit.

B. Professor Sanders stipulates to the dismissal with prejudice of the Lawsuit, without an award of costs or attorney fees to any party, to be filed within five (5) business days after the payments reflected in Section C below have been deposited.

C. This Agreement is not effective or binding on any party until it is fully executed by all parties. The University's execution of this Agreement must be approved by

the Board of Regents in its sole discretion, and this Agreement is not effective until so approved. After Professor Sanders' execution of this Agreement, the University will promptly seek Board of Regents approval as soon as it can be added as an agenda item to a Board meeting. If the Board of Regents approves the payment, then within 30 days of such approval, the State and the University will, in combination, pay Professor Sanders a total of \$ 750,000.00, broken down as follows; 1) \$ 44,736.00 as payment for disputed and denied wages with withholdings pursuant to Professor Sanders' most recent w-4 Form on file; 2) \$ 503,864.00 payable to Strindberg & Scholnick, LLC dba Strindberg Scholnick Birch Hallam Harstad Thorne client trust account for non-wage damages and attorney fees and costs; and 3) the periodic payments referenced below in subsection D. No representation is made as to the taxability of the payments made pursuant to this paragraph, and Professor Sanders shall be solely liable for any state and federal taxes related to such payments except for the portion withheld by the University related to her back wages.

D. Provisions relating to Taxable Structured Settlements:

1. Payments

In consideration of the release set forth above, the State agrees to pay the sums outlined below:

1.1 Payments due at the time of settlement as follows: \$201,400.00 payable to Structured Assignments, SCC (Tax ID #39-277886), to fund the periodic payments below.

1.2 Periodic payments made according to the Schedule of Payments as follows (the "Periodic Payments"):

To: Shaakirrah Sanders ("Payee")

Period Certain Annuity - \$2,925.02 payable monthly, guaranteed for 20 year(s), beginning on 4/6/2043, with the last guaranteed payment on 3/6/2063.

All sums set forth herein constitute damages on account of non-physical personal injuries.

The projected purchase date of the periodic payments is September 30, 2023. Any delay in funding the periodic payments may result in a change of the payment dates or change in payment amounts that shall be referenced in the non-qualified assignment document and annuity contract without the necessity of amending the Settlement Agreement.

Independent Life Insurance Company will issue an IRS form 1099misc to the Payee for each year in which she receives payments.

The Periodic Payments as set forth herein are made part of this agreement and do not represent wages subject to FICA and/or FUTA. The total cost to the State for the Periodic Payments portion of the settlement is **\$201,400.00**, disclosure of which has been required as a condition of settlement. No part of the sum being paid by the State to provide future Periodic Payments as set forth in this Settlement Agreement may be paid directly to the Plaintiff and/or Payee. The amount paid to the Assignee (as defined below) will be reported to the Assignee and not the Payee.

2. Consent to Non-Qualified Assignment

The parties hereto acknowledge and agree that the State shall enter into a Non-Qualified Assignment with **Structured Assignments, SCC through its segregated cell, Class E Cell** (the "Assignee") to make the Periodic Payments set forth in Section 1.2 of this Agreement. Such assignment, when made, shall be accepted by the Plaintiff without right of rejection and shall completely release and discharge the State from the Periodic Payments obligation hereunder as are assigned to the Assignee. The Plaintiff recognizes that, in the event of such an assignment, the Assignee, or a trust established by the Assignee, shall be their sole Obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the State shall thereupon become final, irrevocable and absolute.

When the liability to make the Periodic Payments is assigned by way of a Non-Qualified Assignment:

- A) Periodic Payments from the Assignee cannot be accelerated, deferred, increased or decreased by the Plaintiff or any Payee;

B) The Assignee's obligation for payment of the periodic payments is no greater than the obligation of the person originally liable (whether by suit or agreement) for payment and from whom the obligation was assigned.

3. Plaintiff's Rights to Payments

Said payments cannot be accelerated, deferred, increased or decreased by the Plaintiff or any Payee, nor shall the Plaintiff or any Payee have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part hereof, by assignment or otherwise.

4. Right to Purchase an Annuity

The State and/or the Assignee reserve the right to fund its liability to make Periodic Payments through the purchase of an annuity policy from ***Independent Life Insurance Company*** (the "Issuer"). The Assignee shall be the owner of the annuity policy and shall have all the rights of ownership. The Assignee may have the Issuer mail payments directly to the Payee. The Plaintiff shall be responsible for maintaining the currency of the proper mailing address and mortality information with the Assignee.

5. Payee's Beneficiary

Any payments to be made after the death of the Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by the said Payee to the Assignee. If no such person or entity is so designated by said Payee, such payments shall be made to the Estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee.

6. Discharge of Obligation

The obligation of the Assignee to make each Periodic Payment shall be fully discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment on or before the due date to the last address on record for the Payee with the Issuer. If the Payee notifies the Assignee that any check or electronic funds transfer was not received, the Assignee shall direct the Issuer to initiate a stop payment action and, upon confirmation that such check was not previously negotiated or electronic funds transfer deposited, shall have the Issuer process a replacement payment.

7. Future Cooperation

All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement, which are not inconsistent with its terms.

E. After the Lawsuit is dismissed, the parties will jointly issue the statement attached hereto as Exhibit A regarding the resolution of the Lawsuit, with the understanding that no party is prohibited from providing additional commentary if they so desire.

F. The following documents will be removed from Professor Sanders' personnel file: 1) the 2018, 2019 and 2020 Performance Evaluations; 2) the 2/4/2021 Letter of Reprimand; 3) the 5/12/2021 Second Letter of Reprimand; and 4) any documents or references regarding OCRI/Guidepost's investigation of K.R.'s complaint against Professor Sanders including the complaint, the investigation report, any supplemental reports and/or any documents referring to any related alleged violations of University policies.

G. Dean Kalb will confirm in writing to Professor Sanders that no further action has been or will be taken in response to OCRI's referral of Guidepost's investigation findings. Dean Kalb's writing will be placed in OCRI's file regarding K.R.'s complaint along with copies of the transcripts of the trial testimony of Richard Seamon, Erin Agidius, and Lindsay Ewan.

H. The University will designate Dean Kalb as the point of contact to confirm Professor Sanders' dates of employment, dates of tenure and promotion, positions held,

and rates of pay upon inquiry. If Dean Kalb ceases to be Dean of the COL and/or no longer works for the University, the Executive Assistant/Chief of Staff for the Provost will fulfill Dean Kalb's role and provide the above information, as set forth in the document attached hereto as Exhibit B. The University will not provide any additional information in response to such inquiries and will instruct leadership at the COL and Human Resources to refer any such inquiries about Professor Sanders to Dean Kalb or to the Executive Assistant/Chief of Staff for the Provost if Dean Kalb ceases to be Dean of the COL and/or no longer works for the University.

I. Dean Kalb, with the support of Professor Adams, the 2023-24 Vice Chair of the COL technology committee, and Professor Long, will propose and support a by-law regarding recordings for adoption by the COL faculty, during the 2023-2024 academic year. The proposed by-law, attached hereto as Exhibit C, shall prohibit the audio or video recording of any COL faculty, staff or student without explicit notice or consent, but shall not replace or limit the COL's current policy applicable to the recording of classes. The proposed by-law must be approved by the COL faculty for it to take effect, and there is no guarantee of approval.

J. The University will assure that OCRI personnel comply with its existing conflict of interest and nepotism policies and practices, which are found at Faculty-Staff Handbook Sections 6240 and 6241, and which have been extended to apply to the relationship between OCRI investigators and the complainants, respondents, and witnesses, in OCRI investigations. The University will post the extension of these policies

and related conflict management practices on the resources section of the OCRI website along with the information about the Investigation Process (*e.g.*, <https://www.uidaho.edu/ocri/resources>). The post will indicate that FSH Section 6240 and 6241 have been extended to apply to the relationship between OCRI investigators and the complainants, respondents, and witnesses, in OCRI investigations. The University will also ensure that OCRI documents consideration of and compliance with those policies, and any applicable conflict management plan, in its intake files regarding complaints filed with OCRI. Any outside investigator hired by OCRI or its successor agencies to conduct an intake inquiry or investigation regarding any report of potentially illegal discrimination or retaliation shall provide OCRI with documentation of their training and experience regarding conducting workplace and educational discrimination, retaliation and harassment investigations.

K. No party shall be required to maintain as confidential the terms of this Agreement or the allegations or claims of the case or the record in the Lawsuit.

L. By entering into this Agreement, Professor Sanders is not waiving any statutory right she may have to file a charge or complaint with any federal or state anti-discrimination agency.

M. If there is a lawsuit related to the alleged breach of any material term of this Agreement, the laws of the State of Idaho shall govern and the prevailing party shall be entitled to reasonable attorney's fees and costs incurred.

N. This Agreement and the Stipulation attached hereto as Exhibit D set forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter covered herein. It may not be modified except in writing subscribed to by all parties.

PLAINTIFF


SHAAKIRRAH R. SANDERS

DATE: 8/9/23

DEFENDANT

UNIVERSITY OF IDAHO REPRESENTATIVE

KIM RYTTER

DATE: _____

DEFENDANT

MARK ADAMS

DATE: _____

DEFENDANT

JERROLD LONG

DATE: _____

DEFENDANT


JOHANNA KALB

DATE: 8/14/23

N. This Agreement and the Stipulation attached hereto as Exhibit D set forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter covered herein. It may not be modified except in writing subscribed to by all parties.

PLAINTIFF



SHAAKIRRAH R. SANDERS

DATE: 8/9/23

DEFENDANT

UNIVERSITY OF IDAHO REPRESENTATIVE

KIM RYTTER

DATE: _____

DEFENDANT

MARK ADAMS

DATE: _____

DEFENDANT



JERROLD LONG

DATE: Aug. 14, 2023

DEFENDANT

JOHANNA KALB

DATE: _____

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PLAINTIFF


SHAAKIRRAH R. SANDERS

DATE: 8/9/23

DEFENDANT

UNIVERSITY OF IDAHO REPRESENTATIVE

KIM RYTTER

DATE: _____

DEFENDANT


MARK ADAMS

DATE: 8/17/23

DEFENDANT

JERROLD LONG

DATE: _____

DEFENDANT

JOHANNA KALB

DATE: _____

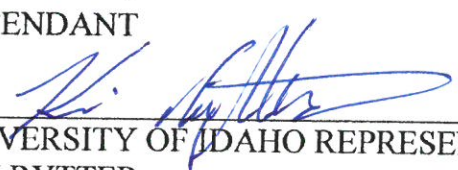
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PLAINTIFF


SHAAKIRRAH R. SANDERS

DATE: 8/9/23

DEFENDANT


UNIVERSITY OF IDAHO REPRESENTATIVE
KIM RYTTER

DATE: 8/23/2023

DEFENDANT

MARK ADAMS

DATE: _____

DEFENDANT

JERROLD LONG

DATE: _____

DEFENDANT

JOHANNA KALB

DATE: _____

EXHIBIT A
TO
SANDERS v. UI et al.
SETTLEMENT AGREEMENT
JOINT STATEMENT

The parties have agreed the best path forward is a resolution that allows an end to this litigation. Therefore, the parties have agreed to a joint Settlement Agreement that will dictate the resolution of this matter.

EXHIBIT B
TO
SANDERS v. UI et al.
SETTLEMENT AGREEMENT
INFORMATION PROVIDED TO POTENTIAL EMPLOYERS

Professor Sanders was hired at the University of Idaho College of Law as an Associate Professor of Law in 2011. In 2016 Professor Sanders received tenure and was promoted to a full professor in 2018. On July 1, 2023, Professor Sanders resigned from the University of Idaho College of Law to join Penn State Dickenson Law. At the time of her resignation, Professor Sanders' salary was \$133,083.60 annually.

EXHIBIT C
TO
SANDERS v. UI et al.
SETTLEMENT AGREEMENT
COLLEGE OF LAW RECORDING BYLAW PROPOSAL

All College of Law administrators, faculty, or staff persons who wish to video or audio record a College of Law event, whether conducted virtually or in person, must ensure that an announcement is made to participants at the start of the event that it is being recorded. When an in-person event is recorded, the following notice shall also be posted on the doors to the room: “This event will be recorded. By joining this event, you are consenting to being recorded.”

All College of Law administrators, faculty, or staff persons who wish to video or audio record a College of Law meeting, whether conducted virtually or in person, must notify and obtain consent from all participants before the meeting can be recorded.

This policy shall not apply to class recordings.

EXHIBIT D
TO
SANDERS v. UI et al.
SETTLEMENT AGREEMENT

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO**

SHAAKIRRAH R. SANDERS,

Plaintiff,

vs.

THE UNIVERSITY OF IDAHO, a public university governed by the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO aka STATE BOARD OF EDUCATION, an executive department of the STATE OF IDAHO, and MARK ADAMS, former Dean of the College of Law, in his individual capacity, and JERROLD LONG, former Dean of the College of Law, in his individual capacity, and JOHANNA KALB, Dean of the College of Law, in her official capacity.

Defendants.

**STIPULATED SETTLEMENT AND
REQUEST FOR ENTRY OF ORDER**

Civil No. 3:19-CV-00225-BLW

Judge Lynn B. Winmill

This Stipulated Settlement (“Stipulation”) is made and entered into by and between the Plaintiff, Shaakirrah R. Sanders and Defendants The University of Idaho, a public university governed by the Board of Regents of The University of Idaho aka State Board Of Education, an executive department of the State of Idaho, and Mark Adams, former Dean of the College of Law, in his individual capacity, and Jerrold Long, former Dean of the College of Law, in his individual capacity, and Johanna Kalb, Dean of the College of Law, in her official capacity.

I. RECITALS

1. For the purpose of amicably resolving disputed claims, and minimizing the costs and disruption of continued litigation, the Parties jointly request this Court adopt and incorporate the following terms of this Stipulation:

II. ISSUES RESOLVED

2. This Stipulation completely and finally resolves all allegations, issues and claims alleged in the above-captioned lawsuit and constitutes a complete resolution of the Plaintiff's claims of unlawful employment practices asserted in her lawsuit including those under Title VII, § 1981, and the Equal Protection Clause.

3. The parties have executed the attached Settlement Agreement which, with all of the referenced Exhibits, are incorporated herein by reference.

4. Nothing in this Stipulation will be construed to limit or reduce Defendants' obligation to comply fully with Title VII of the Civil Rights Act of 1964 or any other federal employment statutes.

III. SIGNATURES

5. The Parties agree to the entry of this Stipulation and request the Court enter an Order adopting and incorporating its terms and dismissing the case with prejudice.

DATED this ____ day of August, 2023.

**STRINDBERG SCHOLNICK BIRCH
HALLAM HARSTAD THORNE**

Erika Birch
T. Guy Hallam
Attorneys for Plaintiff

CLEMENTS, BROWN & McNICHOLS

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Attorneys for Defendants