

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) is entered into by Jill McCluskey and Matthew McCluskey, individually and on behalf of Lauren McCluskey, and their heirs, agents and assigns (the “McCluskeys”), and the State of Utah and the University of Utah, individually and on behalf of the current and former University of Utah employees named in lawsuits by the McCluskeys (“Utah”) (collectively, the “Parties”) this 21st day of October, 2020.

Recitals

- A. The Parties are involved in the following lawsuits (the “Litigation”):
1. McCluskey v. Utah, Case No. 2:19-cv-00449-HCN-JCB, U.S. District Court Utah
 2. McCluskey v. Utah, Case No. 200903724, Third District Court Utah
- B. The University of Utah acknowledges that the murder of Lauren McCluskey was a brutal, senseless, and preventable tragedy and acknowledges the unspeakable loss the McCluskey family has suffered and continues to suffer.
- C. The Parties acknowledge that the University of Utah has made considerable progress in improving campus safety through its support of research, its new Center for Violence Prevention, new Chief Safety Officer, new leadership in and significant changes to the composition, culture and training of the University of Utah Police Department and enhanced training for all faculty, staff and students. Improving campus safety requires an ongoing commitment.
- D. The Parties also acknowledge that Jill and Matthew McCluskey, in honor of their daughter Lauren, have established the Lauren McCluskey Foundation to promote campus safety, and specifically the safety of women on campuses, among other goals.
- E. The Parties now desire to resolve the Litigation fully and finally and to settle any

differences that may exist between them, including all claims and all damages of any kind, known or unknown, that have arisen or might arise related to the death of Lauren McCluskey.

F. The McCluskeys and the University of Utah also wish to engage in a mutually constructive and supportive collaboration to improve safety on campuses across the country.

Terms

In consideration of the mutual promises in this document, the Parties agree as follows:

1. Settlement Payment. No later than March 31, 2021, Utah will make a settlement payment to the McCluskeys in the amount of \$10,500,000.
2. Donation to the Lauren McCluskey Foundation. No later than March 31, 2021, the University of Utah will make a charitable donation to the Lauren McCluskey Foundation in the amount of \$3,000,000 (the “Donation”). The Parties agree that the Donation and any earnings on the Donation will be used exclusively to support the charitable activities of the Lauren McCluskey Foundation to improve safety on campuses and that neither the Donation nor any earnings on the Donation may be used for any other purpose, including without limitation any political action.
3. Dismissal of Litigation. No later than 15 days after receipt of the settlement payment described in Section 1 of this Agreement and of the Donation to the Lauren McCluskey Foundation described in Section 2 of this Agreement the McCluskeys will file all documents required and take all action necessary for dismissal with prejudice of the Litigation described in Recital A of this Agreement.
4. Track and Field Facilities. The University of Utah agrees that an Athletics Department facility with an indoor track suitable for the Track and Field Team (the “Facility”)

would greatly benefit the students of University of Utah, and would greatly enhance the University of Utah campus. The University of Utah agrees to construct the Facility by no later than December 31, 2030. The Facility shall include an indoor track that will meet or exceed all NCAA, PAC-12 and other applicable standards for a Track and Field team to practice, compete and host competitions and events in, within its division and other divisions. In honor of Lauren McCluskey, the Facility in perpetuity for the useful life of the building, shall bear the name of Lauren McCluskey or jointly the name of Lauren McCluskey and the name of a major donor to the construction of the building. If the University of Utah is not successful, despite its best and good faith efforts, in raising the philanthropic funds required to by December 31, 2030 complete construction of the Facility, the University of Utah shall make an additional donation to the Lauren McCluskey Foundation by no later than June 30, 2031, in the amount of \$3,000,000. The McCluskeys acknowledge that the success of efforts by the University of Utah to raise the philanthropic contributions required to build the Facility will depend in large part on their participation in and support of these efforts and of the University of Utah.

5. The McCluskey Center for Violence Prevention. The University of Utah agrees that its new Center for Violence Prevention shall be known in perpetuity for the life of the center as the McCluskey Center for Violence Prevention.

6. Release of all Claims. Upon payment of the amounts set forth in Sections 1 and 2 of this Agreement, the McCluskeys, individually and for all persons and entities claiming through them, hereby release the State of Utah, its Board and Commissioner of Higher Education, the University of Utah, its trustees and independent reviewers, and their agents, their insurers, their current and former employees, and all parties to the Litigation, in their official capacities and

individually, from all grievances, complaints, claims, or costs, (including attorney fees) of any kind that the McCluskeys had, now have, or may have in the future in connection with events causing damages of any kind relating in any way to Lauren McCluskey, and any other matter known or unknown including, without limitation, claims under any governing policy, rule, regulation or federal or state law. This release is intended to be general and all encompassing.

7. Miscellaneous. Pursuant to Utah Code Section 63G-10-202, this Agreement is not legally binding until approved by the Governor and the Legislature of the State of Utah. If approved, this Agreement shall be binding upon and enforceable by the Parties and their successors. This Agreement constitutes the entire agreement between the Parties concerning the Litigation, and supersedes any prior agreements concerning the Litigation, and may not be modified in any way except by a written document signed by the Parties. This Agreement shall be governed by Utah law without application of choice of law rules. By signing this Agreement, the Parties do not acknowledge legal liability.


Signed this 21st day of October, 2020.

By: 
Jill J. McCluskey

By: 
Matthew D. McCluskey

Signed this 21st day of October, 2020.

University of Utah

By: 
Ruth V. Watkins, President