

BRENNA BIRD
ATTORNEY GENERAL

STAN THOMPSON
DEPUTY ATTORNEY GENERAL
FOR CIVIL LITIGATION



1305 E. WALNUT ST.
DES MOINES, IA 50319
Main: 515-281-5164 • Direct: 515-281-4951
Email: stan.thompson@ag.iowa.gov
www.iowaattorneygeneral.gov

IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

February 27, 2023

Joseph Barry
Department of Management
State Appeal Board
State Capitol Bldg., Room 12
Des Moines, IA 50319

Re: Wadley, et al. v. University of Iowa, et al.
Case No. 4:20-cv-0366-MR-HCA

Dear Joe,

We have agreed to settle this lawsuit subject to the approval of the State Appeal Board.

In November 2020, twelve former University of Iowa black football players sued alleging they were injured by a racially hostile environment created by coaches and the University that harmed their education. The plaintiffs filed Title VI (education discrimination) claims against the University and Board of Regents. They also filed claims under 42 U.S.C. §§ 1981 and 1983 against five individual defendants. All of those claims allow for recovery of attorney fees.

The settlement is between the Plaintiffs and the University and Board of Regents. Claims against the individual defendants must be dismissed upon execution of the Settlement Agreement, but they are not parties to the Agreement.

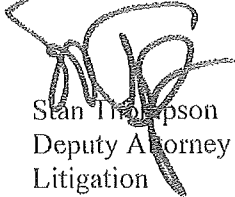
Based on the facts of this case, the ongoing nature of the litigation and potential exposure to the State, it was decided to attempt to settle this matter. The parties participated in lengthy negotiations and were able to come to a settlement in which all defendants were dismissed and all claims were released against all persons who were or may have been involved in this incident. A copy of the Settlement Agreement and Release are attached hereto.

As part of this Agreement, the Plaintiffs and their attorneys would be paid a total of \$2,000,000 (Two Million Dollars) from the general fund, upon SAB approval. The total sum in the Agreement is \$4.175 million.

Joseph Barry
February 27, 2023
Page 2

If approved, the warrant would be made payable to the Solomon-Simmons Law Firm Trust Account. The EIN for that Account is [REDACTED] The address for the Law Firm is 601 S. Boulder Ave, Suite 600, Tulsa OK 74119.

Sincerely,

A handwritten signature in black ink, appearing to read "Stan Thompson". The signature is stylized and somewhat cursive, with a large initial "S" and "T".

Stan Thompson
Deputy Attorney General for Civil
Litigation

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA**

AKRUM WADLEY, et al.,)
)
 Plaintiffs)
)
 v.)
)
 UNIVERSITY OF IOWA, et al.,)
)
 Defendants.)

Case No. 4:20-cv-00366-SMR-HCA

COMPROMISE SETTLEMENT AGREEMENT

This *Compromise Settlement Agreement* (“**Agreement**”) is made by and between Akrum Wadley, Jonathan Parker, Marcel Joly, Aaron Mends, Maurice Fleming, Reggie Spearman, Kevonte Martin-Manley, Darian Cooper, LaRon Taylor, Brandon Simon, Javon Foy, and Terrence Harris (collectively “**Plaintiffs**”) and the University of Iowa and the Board of Regents for the State of Iowa (collectively “**Settling Defendants**”).

RECITALS

- A. Plaintiffs filed the lawsuit captioned *Akrum Wadley, et al. v. University of Iowa, et. al.* pending in the United States District Court for the Southern District of Iowa under Case No. 4:20-cv-00366-SMR-HCA (“**Litigation**” or “**Lawsuit**”).
- B. Plaintiffs and Settling Defendants desire in good faith to settle fully and finally the disputes as set forth in the Litigation.
- C. Plaintiffs and Settling Defendants may collectively be referred to as the “**Parties**” or individually a “**Party**”.

In consideration for the mutual promises and payment obligations contained in this Agreement, the Parties agree as follows:

- 1. **Settlement Terms.** The terms of settlement are set forth as follows:
 - a. Settling Defendants shall pay Plaintiffs \$4,175,000.00 on or before March 15, 2023 (“**Settlement Payment**”) of which \$2,000,000.00 is subject to approval by the State Appeal Board (“SAB”). The Settlement Payment is for damages on account of

alleged physical injury or physical illness, exclusive of attorneys' fees and costs, within the meaning of Section 104(a)(2) of the IRS Code of 1986, as amended.

- b. Of the Settlement Payment, \$1,878,750.00 consists of attorneys' fees and \$35,837.41 consists of costs. The Settlement Payment shall be paid and made out to the Solomon Simmons Law Trust Account.
- c. The Parties agree to the following non-monetary settlement terms (collectively "Non-Monetary Terms"):
 - i. The University of Iowa agrees to and shall commit a total of \$90,000.00 to support graduate or professional school tuition expenses for Plaintiffs. Tuition expenses and institutional fees (*i.e.*, as examples – computer lab fees, labs fees, books, and other institutional fees), not including housing and meals, are eligible for reimbursement if submitted on or before June 1, 2026 and must be documented by a receipt or other record demonstrating payment by the individual of such tuition expenses at any accredited institution.
 - 1. Tuition expenses incurred at the University of Iowa may be reimbursed directly from the Athletics Department to the appropriate account on behalf of the individual.
 - 2. Reimbursements are capped at no more than \$20,000.00 per individual and will be paid in the order the expense documentation is received by the University until the total amount of funds committed is exhausted.
 - 3. Any one or more of the Plaintiffs accessing this fund shall submit request for payment or reimbursement by submitting the same to: Greg Davies, Athletics CFO, Gregory-davies@hawkeyesports.com (or other individual holding the position of Athletics CFO).
 - ii. The University of Iowa shall provide support for mental health counseling for each of the Plaintiffs for a period of one (1) year through March 15, 2024. Any one or more of the Plaintiffs accessing mental health counsel shall contact the Athletics Department's Counseling and Psychology Services office -- <https://hawkeyesports.com/counseling-and-psychology-services/> -- to coordinate the scheduling of counseling.
 - iii. The University of Iowa shall provide support (registration fees and travel expenses) for up to ten (10) University of Iowa student-athletes to participate in the annual Black Student Athlete Summit each year through 2026.

- iv. The University of Iowa shall engage Dr. Leonard Moore (or affiliated or related entity) ("**Dr. Moore**") to perform the following services and on the following terms:
1. Dr. Moore will assist the University of Iowa Athletics Department with operationalizing its current five-year Diversity, Equity and Inclusion ("**DEI**") strategic plan and ensuring the continuity of programs, initiatives, and activities.
 2. The engagement will begin in March 2023 and conclude on May 31, 2024, with the option to renew or extend the engagement upon agreement by Dr. Moore and the University of Iowa.
 3. Dr. Moore will consult with the Athletic Director and other members of his leadership team such as the Senior Associate Athletic Director for Academic Services, and the Assistant Athletic Director for Diversity, Equity and Inclusion, at the outset of the engagement and again at the conclusion of the engagement to review existing structure, programming, and other initiatives.
 4. Dr. Moore will consult quarterly with the Assistant Athletic Director for Diversity, Equity and Inclusion, Senior Associate Athletic Director for Academic Services, and the Big Ten Advisory Commission Representative in regard to the Athletic Department's DEI plan implementation.
 5. Dr. Moore will advise on national opportunities for student-athlete engagement, speakers, and programming opportunities.
 6. Dr. Moore will meet with the University of Iowa Presidential Committee on Athletics.
 7. Dr. Moore will meet with student-athletes, coaches, and staff during two (2) on-campus visits to be scheduled by Dr. Moore and the University of Iowa.
 8. Dr. Moore will bill the University of Iowa monthly on an hourly basis with total compensation not to exceed \$35,000.00, inclusive of travel costs and other expenses.
- v. The University of Iowa Athletics Department shall adhere to current policies and practices with respect to the following: tuition support for former student-athletes, including Plaintiffs, who have not completed their undergraduate degrees to complete their undergraduate degrees at the University of Iowa; nondiscriminatory access to pro day events; recruiting of African American candidates for coaching internships; DEI educational programming for student-athletes, coaches, and staff; support for the Multicultural Focus Group and other spaces for student-athletes to discuss issues of interest; support for retention, graduation, and career preparation for students from diverse backgrounds; engagement with alumni, particularly in diverse communities, to promote mentoring opportunities and discuss DEI efforts within the Athletics Department; and provide

mentoring and networking opportunities for student-athletes across the campus.

- d. This Agreement shall be presented to the SAB at the currently scheduled meeting on March 6, 2023.
 - e. The Settlement Payment is tendered and the Non-Monetary Terms are agreed upon and shall be performed in order to effectuate a full, final, and complete settlement of all claims made in the Litigation and any and all damages, attorneys' fees, expenses, and/or costs that the Parties have incurred or could have incurred.
2. **Tax Liability.** Should any tax liability, interest, or penalties be imposed under federal or state law or regulations as a result of the payments made pursuant to this Agreement, Plaintiffs agree to be solely responsible for, and to timely pay, any and all such obligations.
 3. **Dismissal.** Upon full execution of this Agreement, Plaintiffs shall file necessary dismissal documents with the District Court to nonsuit or dismiss, as appropriate, the Individual Defendants. Christopher Doyle, Brian Ferentz, Kirk Ferentz, and Gary Barta shall be collectively referred to as "**Individual Defendants**". Upon receipt and clearance of the Settlement Payment, Plaintiffs shall file necessary dismissal documents with the District Court to dismiss the Settling Defendants with prejudice. Settling Defendants shall not and do not oppose the dismissal or nonsuit of any parties to this Litigation including the Individual Defendants. To the extent the SAB does not approve the Agreement and the settlement as set forth herein, Settling Defendants agree to toll any limitations period for a period of six (6) months following any dismissal or nonsuit, agree that Section 614.10 of the Iowa Code is applicable to the nonsuits and dismissals referenced herein, and agree not to object or otherwise assert any defense to the re-joining of any of the Individual Defendants on the same claims as parties to this Litigation.
 4. **Release.** Upon receipt and clearance of the Settlement Payment, the Parties shall irrevocably and unconditionally release, remise, and forever discharge the one another (and each of their respective agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, affiliates) and the Individual Defendants from any and all actions, causes of actions, suits, debts, charges, claims, liabilities, obligations, promises, agreements, controversies, damages, equitable relief, and expenses (including attorneys' fees and costs) relating to the Litigation.
 5. **Extinguishment of Claims.** Plaintiffs and Settling Defendants acknowledge that this Agreement is intended to include release and discharge of all claims, whether known or unknown, that have arisen prior to or as of the execution of this Agreement by the Parties.
 6. **Disclosure.** The Parties agree that this Agreement is a public record under Iowa law.

7. **Governing Law.** This Agreement shall be governed under the laws of the State of Iowa. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.
8. **Severability.** If any provision of this Agreement is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.
9. **No Admission of Liability.** The Parties agree that this Agreement is entered into for settlement purposes only in order to avoid further trouble, litigation, and expense, and it is further agreed that the Parties do not admit liability or damages to one another or anyone else as the result of the events that form the basis of the Litigation.
10. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements between the Parties. The terms of this Agreement are contractual and not mere recitals. This Agreement may be executed and transmitted by facsimile, email, or other means of electronic transmission and shall be deemed to have the same legal effect as execution and delivery of an original executed copy of the Agreement.
11. **Voluntary Agreement.** The Parties represent and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement, that they have thoroughly discussed all aspects of this Agreement with their attorneys, and they are voluntarily entering into this Agreement, and that any one Party has not made any representations concerning the terms or effects of this Agreement to the other Party.
12. **Venue.** Exclusive venue for any dispute arising under this Agreement shall only be in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa (Central Division).
13. **Review by Parties and Counsel.** The Parties acknowledge that they have carefully read this Agreement and fully understand its meaning and intent. The Parties also acknowledge that they have had the Agreement explained to them by their counsel, and they understand its legal consequences. The Parties agree to all the terms of this Agreement and are voluntarily signing below. The only consideration for the Parties signing this Agreement are the terms stated herein, and no other promises or representations of any kind have been made by any person or entity whatsoever to cause them to sign this Agreement.
14. **Representation of Plaintiffs.** Plaintiffs hereby represent and warrant that they (a) have authority to enter into this Agreement; (b) hold any and all claims free of any liens and have not pledged or assigned those claims to any third-party; (c) have not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect their rights to accept payment and release claims under this Agreement; (d) have not received any promise of further consideration; and (e) do not know of any other person who holds any rights to sue for the causes of action or the claims subject to the releases made herein.

15. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each and every Party hereto and delivered to each and every other Party hereto.

Signature Page to Follow

PLEASE READ CAREFULLY. THIS COMPROMISE SETTLEMENT AGREEMENT INCLUDES A RELEASE OF CLAIMS.


PLAINTIFFS:


ID: X1SzWfrQuM3BukDLBYPccGh
Akrum Wadley
2/23/2023
Date



ID: Y4hd4pbpyX5eSw3q6N3qwYif
Jonathan Parker
2/25/2023
Date


ID: U6a9keV6S92LpEJm4YJs183H
Marcel Joly
2/23/2023
Date


ID: JgJfcbBIEEJcmMLbc3Pa4u1
Aaron Mends
2/23/2023
Date


ID: CyoYeowzQRcUjVDoG1LApUj
Maurice Fleming
2/23/2023
Date

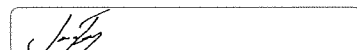

ID: QwYvNeNwnhPaPFE49LJtWcr
Reggie Spearman
2/23/2023
Date


ID: JpnMhg2vXOH1LmMqoyV8p
Kevonte Martin-Manley
2/23/2023
Date


ID: SPkbGHWpZHCrhuXOL48Kpyv
Darian Cooper
2/23/2023
Date


ID: Cncs887vj7SivL68XzBYgF5
LaRon Taylor
2/23/2023
Date


ID: r0sKms4201s0vKgw03A
Brandon Simon
2/23/2023
Date


ID: 47bHcZ3p8dVj2PJdEncBca
Javon Foy
2/23/2023
Date


ID: h0Ahrvst7dvxYxBYcuVEivG
Terrence Harris
2/23/2023
Date

SETTLING DEFENDANTS:

UNIVERSITY OF IOWA

Printed Name: _____
Title: _____
Date: _____

**BOARD OF REGENTS
STATE OF IOWA**

Printed Name: _____
Title: _____
Date: _____

PLEASE READ CAREFULLY. THIS COMPROMISE SETTLEMENT AGREEMENT INCLUDES A RELEASE OF CLAIMS.

PLAINTIFFS:

Akrum Wadley Date _____

Jonathan Parker Date _____

Marcel Joly Date _____

Aaron Mends Date _____

Maurice Fleming Date _____

Reggie Spearman Date _____

Kevonte Martin-Manley Date _____

Darian Cooper Date _____

LaRon Taylor Date _____

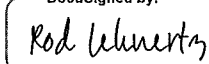
Brandon Simon Date _____

Javon Foy Date _____


Terrence Harris Date _____

SETTLING DEFENDANTS:

UNIVERSITY OF IOWA

DocuSigned by:

44088966F1314AA...
Printed Name: Rod Lehnertz
Title: Sen. VP Finance & Operations
Date: 2/24/2023

***BOARD OF REGENTS
STATE OF IOWA***

DocuSigned by:

Printed Name: Mark Braun
Title: Executive Director
Date: 2/24/2023