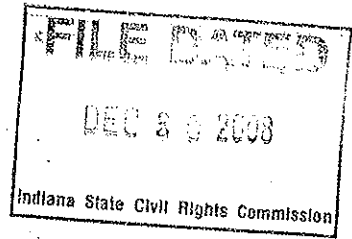


FSB  
\$15,000.00  
12-30  
CW/S

BEFORE THE  
INDIANA CIVIL RIGHTS COMMISSION  
STATE OF INDIANA



ALTHEA YOUNG )  
)  
Complainant )  
)  
vs. ) ICRC DOCKET NO. EDha04030106  
)  
UNIVERSITY OF EVANSVILLE )  
)  
Respondent )

CONFIDENTIAL SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS  
(Not to be filed)

This CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS is made and entered into by and between Althea Young (hereinafter "Young") and the University of Evansville (hereinafter "the University").

WHEREAS, Young was a student at the University; and

WHEREAS, Young filed the above captioned charge of discrimination with the Indiana Civil Rights Commission, identified as ICRC Docket No. EDha04030106 (hereinafter the "charge");

WHEREAS, the University denies any and all liability to Young; and

WHEREAS, both parties desire to settle fully and finally all differences between them.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the University and Young agree as follows:

1. This Confidential Settlement Agreement and Release of All Claims shall not in any way be construed as an admission by the University of any acts of discrimination or liability whatsoever to Young or any other person or entity nor does it constitute any less belief by Young in the correctness of the charge; such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a public hearing.

2. Upon receipt of the original executed Confidential Settlement Agreement and Release of All Claims, the University will pay Young the total sum of Fifteen Thousand Dollars (\$15,000.00) as consideration for this Settlement Agreement, the Release of any and all claims against the University, the promise of confidentiality, and the dismissal of the charge with prejudice. This sum includes all attorneys' fees, costs and expenses. Said payment will be made

by one check in the amount of \$15,000 made payable to Althea Young. The University shall not withhold any taxes from this sum. Young shall be responsible for payment of any taxes or deductions due from the settlement proceeds, and shall indemnify and hold harmless the University from any liability thereon as specified in paragraph 8 below.

3. Young agrees to promptly dismiss, with prejudice, all complaints or claims filed by Young with the Indiana Civil Rights Commission, including ICRC Docket No. EDha04030106, or any other state or federal court or administrative agency, arising out of or in any way connected with Young and the University. Young understands that acceptance of the settlement amount is in full accord and satisfaction of any and all claims and causes of action set forth or which could have been set forth and pleaded in the charge or in any other action which has been filed or which could have been filed by Young arising out of her relationship with the University.

4. The parties agree that they will keep the terms of this Settlement Agreement and Release completely confidential. By way of application, Young will not hereafter disclose any information concerning this Settlement Agreement and Release to anyone, except for necessary communication with her attorneys and accountants and to comply with a court order, and members of the administration of the University will not hereafter disclose any information concerning this Settlement Agreement and Release to University faculty members and students unless required by order of court or to fulfill necessary tax and accounting requirements. Failure of either party to maintain confidentiality will be deemed a material breach of the Agreement and subject such party to actual damages.

5. Young hereby irrevocably and unconditionally releases and forever discharges the University and its agents, employees, servants, heirs, executors, administrators, representatives, beneficiaries, parent corporations, subsidiaries, related companies or entities, predecessors, affiliates, owners, sub-contractors, independent contractors, shareholders, directors, officers, successors, and assignees, and anyone acting on their behalf, from any and all charges, complaints, controversies, claims, liabilities, obligations, promises, agreements, damages, causes of action, costs, debts, and expenses, including attorneys' fees and costs actually incurred, of any nature whatsoever, known or unknown, present or future, which Young now has, holds or claims to have or hold, or to which Young at any time heretofore had owned, held or claimed, or may hereafter claim to have had against the University by reason of any matter, act, omission, cause, or event.

a. In addition to the specific claims listed above, this Release also includes any and all claims, whether known or unknown, which might have been or could be asserted by Young in any suit, claim, or charge of discrimination against the University and its agents, employees, servants, heirs, executors, administrators, representatives, beneficiaries, parent corporations, subsidiaries, related companies or entities, predecessors, affiliates, owners, sub-contractors, independent contractors, shareholders, directors, officers, successors, and assignees, and anyone acting on their behalf, for or on account of any manner or thing whatsoever that has occurred up to and including the date of this Confidential Settlement Agreement and Release of All Claims; and

b. Young expressly acknowledges that this Confidential Settlement

Agreement and Release of All Claims may be pled as a complete defense and will fully and finally bar any such known or unknown claim or claims based on any acts or omissions up to the present date.

c. This release does not apply to benefits received as a result of her previous employment with the University.

d. To the extent Young on an ordinary basis qualifies to transfer credits of completed coursework earned at U of E to another educational institution, Young's release hereof shall not disqualify her from engaging in such a transfer of earned credit.

6. The University agrees to irrevocably and unconditionally release and forever discharge Young from any and all charges, complaints, controversies, claims, liabilities, obligations, promises, agreements, damages, causes of action, costs, debts, and expenses, including attorneys' fees and costs actually incurred, of any nature whatsoever, known or unknown, present or future, which the University now has, holds or claims to have or hold, or to which University at any time heretofore had owned, held or claimed, or may hereafter claim to have had against Young by reason of any matter, act, omission, cause, or event arising prior to the execution of this Confidential Settlement Agreement and Release of All Claims.

7. Young represents and agrees that she has thoroughly discussed all aspects of this Confidential Settlement Agreement and Release of All Claims with Fred Bremer, an attorney with the Indiana Civil Rights Commission, that she has carefully read and fully understands the provisions of this Confidential Settlement Agreement and Release of All Claims, and that she is voluntarily and knowingly entering into this Confidential Settlement Agreement and Release of All Claims.

8. Young agrees that she is responsible for any and all federal, state or local tax liability associated with the settlement payment from the University, and if she fails to pay any such liability when due she agrees to indemnify and hold the University harmless from any and all costs and expenses, including but not limited to, federal, state or local tax liability, penalties and attorneys fees which may arise from any claim against the University for failing to withhold or under-withholding of taxes from the above-stated sums.

9. Young also agrees that she will not make any knowingly false statement which disparages or criticizes the University, its services, its management, or its practices.

10. Young further agrees not to apply for enrollment to attend any classes at the University for any reason. Young also agrees never to seek employment with the University and to refrain from engaging in any University sponsored program of any description whatsoever in the capacity of a volunteer.

11. Young understands and agrees that as part of consideration for this Agreement, she agrees not to enter onto the property belonging to or under the control of the University of

Evansville at any time. She acknowledges that the University has notified her that it has denied her entry on any property owned by or controlled by the University at any time. Young may, however, occasionally transport her grandchild to and from his Monday mentoring by driving on the front oval and remaining in her vehicle.

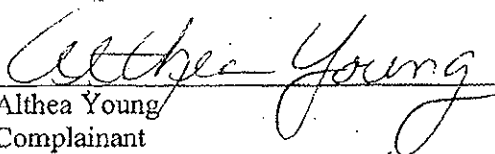
12. This Confidential Settlement Agreement and Release of All Claims shall be governed by and construed in accordance with the laws of the State of Indiana. If any provision of this Confidential Settlement Agreement and Release of All Claims is contrary, prohibited by, or deemed invalid under applicable laws or regulations, then such provision shall be deemed inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.

13. The University will mail by Express Mail the settlement payment to Young in one installment as soon as possible, *but no later than January 16, 2008*, after Kahn, Dees, Donovan & Kahn, LLP receives the fully executed, notarized, and delivered Settlement Agreement, signed as indicated by Young and ICRC staff counsel, Frederick S. Bremer, in the signature blocks hereafter provided *no later than December 19, 2009*. Should the University breach this agreement by its failure, in whole or in part, to tender such payment as agreed, it shall be liable to Young for all reasonable attorney fees and costs incurred by Young to recover what is due.

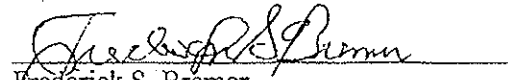
14. This Confidential Settlement Agreement and Release of All Claims sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

**THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE  
INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

IN WITNESS WHEREOF, and intending to be legally bound, Althea Young has executed this Settlement Agreement this 18 day of DECEMBER, 2008.

  
Althea Young  
Complainant

Reviewed and Approved by:

  
Frederick S. Bremer  
Attorney for the Indiana Civil Rights  
Commission

**THE UNIVERSITY OF EVANSVILLE**

By:   
Jeffery M. Wolf  
Vice President of Fiscal Affairs and Administration

STATE OF INDIANA )  
 ) SS:  
COUNTY OF VANDERBURGH )

Before me, this 18 day of December, 2008, personally appeared Althea Young, known to me to be the individual who executed this Confidential Settlement Agreement and Release of All Claims, and who acknowledged and affirmed that she fully understands its contents and freely executed same for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

My County of Residence is:  
\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

Signature of Notary  
Public \_\_\_\_\_  
*Zita C Dixon*  
Printed Name of  
Notary Public \_\_\_\_\_



ZITA C. DIXON  
Resident of Vanderburgh County, IN  
Commission Expires: July 22, 2015



**UNIVERSITY OF EVANSVILLE**

*Civic Mission... Sacred Trust*

1800 Lincoln Avenue  
Evansville, IN 47722

Old National Bank  
Evansville, IN 47705

Check No. 0323765

CHECK DATE

12/22/08

AMOUNT

\*\*\*\*\*15,000.00

**PAY** FIFTEEN THOUSAND AND 00/100 DOLLARS

**TO THE ORDER OF**

MS ALTHEA E YOUNG  
2518 WILMINGTON CT  
EVANSVILLE IN 47714-6628

*Stephen J. Jennings*  
President

*Jeffrey M. Wolf*  
Vice President of Fiscal Affairs

CHECK VOID AFTER 90 DAYS

SECURE FEATURES INCLUDE INVISIBLE FIBERS • MICROPRINTING • VOID FEATURE PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

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REMITTANCE ADVICE - DETACH AND RETAIN FOR YOUR RECORDS



**UNIVERSITY OF EVANSVILLE**

*Civic Mission... Sacred Trust*

Check No. 0323765

Voucher Number	Purchase Order No.	Description	Invoice Number	Gross Amount	Discount Amount	Net Amount
V0074917		Settlement Agreement	121808	15,000.00		15,000.00
<div data-bbox="592 1113 933 1354" data-label="Text"> <p><b>FILE DATED</b> DEC 30 2008 Indiana State Civil Rights Commission</p> </div>						
<b>Total</b>						15,000.00