

**From:** Lawrence Krauss <[REDACTED]>  
**To:** J <jeevacation@gmail.com>  
**Subject:** Re: draft to provost  
**Date:** Tue, 20 Nov 2018 20:58:28 +0000

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I understand.. will think about this.

On Nov 20, 2018, at 12:49 PM, J <jeevacation@gmail.com> wrote:

otherwise you are wasting your time . merely to spend time that they will let you with notice , you are being super silly agin.

On Tue, Nov 20, 2018 at 3:44 PM Lawrence Krauss <[REDACTED]> wrote:  
Wow. That is bold. Not sure I have the balls for that.

**Lawrence M. Krauss**

**Professor**

School of Earth & Space Exploration and Physics Department  
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Research Office [REDACTED]  
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Sent from my iPhone

On Nov 20, 2018, at 11:49 AM, J <jeevacation@gmail.com> wrote:

you are merely asking them to stop paying you . I would make it stronger , asking me to leave the campus was a violation of my rights and i will take all appropriate measures to compensate me for that defamatory conduct. . I intend to bring an action at the dept of education in light of the new regulations that your office was aware of at the time of signing , but ignored. If you and the unvierstiy would like to part co , me taking my stuff , signing a new release and be done. A realistic and fair monetary compensation will be required. if not. we can let the chips fall as they may

On Tue, Nov 20, 2018 at 12:36 PM Lawrence Krauss <[REDACTED]> wrote:  
My semifinal draft?

Mark:

I agree that there is no ambiguity or confusion here. You are simply wrong. With all due respect to your position as provost within the University, you are not a lawyer and also clearly not a logician, and you have no authority to make the claim you have, based on the settlement agreement we signed. The notion that leave with pay somehow implies I will not be on campus is as justified as your claim that by

attending a talk given at the University I will be representing the University, then all members of the public and students who attend lectures should be alerted to their new status and responsibilities when they take their seats in any ASU auditorium.

To be clear

1. ABOR regulations ended when the settlement was signed.
2. There was simply no stipulation regarding absence from campus, and no discussion of such during negotiations between the lawyers.
4. The agreement indicates that all former agreements during the review process are null and void
5. The explicit language in the contract indicates that I will be expected to be in my office and have access to my materials and University resources until I retire.

My lawyer has confirmed item #2 above. As he as put it, "I can assure you that we never discussed any sort of ban from campus. If she wanted that, she could have put it into the agreement."

I have consulted numerous legal advisors and they unanimously agreed that there is no provision here related to a ban on being on campus, and that the earlier ABOR 6-201 J (3) provision is no longer relevant. See, for example, the conclusion presented by a current federal prosecutor who clerked for Justice Kavanaugh and Justice Scalia. Here is her conclusion regarding the arguments presented by Patrick, reiterated by you here:

"The problem with the Dean's position is:

- If your settlement agreement supersedes ABOR 6-201(J)(3)(d), why does not it not also supersede ABOR 6-201(J)(3)(a)? I see no principled reason to apply one of these provisions and not the other.
- In other words, arguably your settlement agreement does not follow ABOR 6-201(J) at all. So the Dean's attempt to insert ABOR 6-201(J)(3)(a) into your agreement seems baseless.
  - Note that the settlement agreement has an integration clause (Para. 12, "The parties intend for this Agreement to define the full extent of their legally enforceable undertakings. The parties do not intend that any representations or statements made in any prior conversations, discussions, negotiations, correspondence, or writings between them be legally enforceable, and all other agreements and understandings between them relating to the subject matter of this Agreement are superseded by this Agreement."). So to the extent the Dean is adding new limitations on you now that are beyond the scope of the Settlement Agreement, Paragraph 12 forbids it.
- Your agreement says nothing about visiting campus explicitly. It does, however, appear to contemplate that you will be in your office and using ASU property until your retirement, in Para. 3: "Krauss agrees to return all University property, including, but not limited to, keys, files, records, computer access codes, computer programs and any other property belonging to ASU no later than May 16, 2019." To me, this paragraph demonstrates the parties' mutual understanding that you will be on campus and will have access not only to your personal property, but to ASU property until retirement."

So, we can try and act like rational human beings, or we can work through the grievance process. I have to question what is the purpose of your onerous and inappropriate desire to punish me by keeping me off campus when the investigatory process found no violations of University regulations against any of my students or colleagues or staff in Physics and SESE? It appears to be pure retaliation against me. This evidence for continual bullying, harassment and discrimination you are inflicting against me, which substantive interferes with my ability to carry out my own research by removing access to my research materials and colleagues, will be forwarded to the grievance committee and to the Office of Equity and

Inclusion for relief, and for possible appropriate disciplinary action against the University officials involved in this harassment, and we can await their decisions before any further action is taken. Alternatively, we can agree on a reasonable course of action based on the settlement agreement, along the lines of the procedure I suggested in my correspondence to the Dean. In the meantime, to be clear, no one has permission to touch the items in my office without my presence or permission, and I will continue to rely on the conclusion that you have no justification, nor authority under the agreement we signed, to exclude me from campus or from my materials necessary for my research.

Sincerely,

Lawrence Krauss

**Lawrence M. Krauss**

**Professor**

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