

From: J <jeevacation@gmail.com>
To: Lawrence Krauss <[REDACTED]>
Subject: Re: Krauss settlement agreement - revised draft
Date: Sun, 14 Oct 2018 10:19:13 +0000

i see the signature line , says the arizona board of regents. thats bad . . the fact that she says faculty have free speech. means the retirement letter should fall under that category as you are still a faculty member.

On Sun, Oct 14, 2018 at 12:58 AM Lawrence Krauss <[REDACTED]> wrote:

Lawrence M. Krauss

Professor

School of Earth & Space Exploration and Physics Department
Arizona State University, P.O. Box 871404, Tempe, AZ 85287-1404
Research Office: [REDACTED] | Assistant (Jessica) [REDACTED]

| [REDACTED] | www.lawrencemkrauss.com

Begin forwarded message:

From: Justin Dillon <[REDACTED]>
Subject: Fwd: Krauss settlement agreement - revised draft
Date: October 13, 2018 at 7:56:34 PM PDT
To: Lawrence Krauss <[REDACTED]>

The latest. Let's talk tomorrow. How's 12:45 Eastern?

Justin Dillon

KaiserDillon PLLC
1401 K St. NW
Suite 600
Washington, DC 20005
[REDACTED]

From: Kimberly Demarchi <[REDACTED]>
Sent: Saturday, October 13, 2018 9:19:47 PM
To: Justin Dillon
Subject: RE: Krauss settlement agreement - revised draft

Justin,

I'm still conferring with my clients, but I have some feedback to give you now, which is reflected in the attached draft.

First, the revisions to the non-disparagement provisions you've proposed aren't going to work on our end. Not only is ASU too large to effectively guarantee compliance by everyone at the University, but we have strong protections in both University policy and state law for free speech by faculty, staff, and students in their private capacity. That's why the original draft specified particular individuals in leadership positions as the ones bound by the provisions, rather than the entire University. The attached version has some revisions that I hope address your client's concerns while being feasible on our end.

Second, I've taken out the references to Professor Krauss being a Physics professor as well as in SESE. As a technical matter, ASU faculty only have a single home department, even when they periodically (or regularly) teach in other departments, and Professor Krauss's appointment was as faculty in SESE. I've attached his appointment letter so you can see. We'll need to use the correct language in the agreement and any public statement. If he'd prefer for the public statement to just say he has resigned his position as a professor (without specifying the department), that would be fine too – I've made that change in the attached so you can see what the statement looks like without referencing the specific department.

Lastly, the feedback I've gotten so far about the list of donors has included some concerns about the catchall provision you proposed (unspecified donors who went on an expedition). We're looking into the feasibility of that on our end, and in the interim I've taken the catchall provision out. If there's more specificity you can provide about how many donors are in this catchall category, or more names for the list, that may be helpful.

Would you let me know your client's position on these issues, and I'll present the final agreement for approval by ASU leadership?

Thanks,
Kim

From: Justin Dillon <[REDACTED]>
Sent: Friday, October 12, 2018 2:45 PM

EFTA01019736

To: Kimberly Demarchi <[REDACTED]>
Subject: Re: Krauss settlement agreement - revised draft

Kim,

Here's my redline. If ASU will agree to this, we are prepared to sign today. Please feel free to call me at 202-421-5298 if you would like to discuss anything.

Thanks,

Justin

Justin Dillon

KaiserDillon PLLC
1401 K Street NW
Suite 600
Washington, DC 20005
[REDACTED]
[REDACTED]

On Oct 12, 2018, at 4:04 PM, Kimberly Demarchi <[REDACTED]> wrote:

Here's the Word document. I've reached out about the extension and will get back to you.

From: Justin Dillon <[REDACTED]>
Sent: Friday, October 12, 2018 12:56 PM
To: Kimberly Demarchi <[REDACTED]>
Subject: Re: Krauss settlement agreement - revised draft

Also, would you mind sending this to me in Word so I can redline as needed?

Thanks,

Justin

Justin Dillon

KaiserDillon PLLC
1401 K Street NW
Suite 600
Washington, DC 20005
[REDACTED]
[REDACTED]

On Oct 12, 2018, at 3:08 PM, Kimberly Demarchi <[REDACTED]> wrote:

Justin,

I'm writing to follow up on our conversation and correspondence yesterday regarding the proposed settlement.

ASU is willing to agree that any funds donated by the Brown Foundation that remain unspent may be transferred from the ASU Foundation to another non-profit organization, if the Brown Foundation so directs. At this point, I've been able to determine that there is a total of \$1,209,479.32 on deposit with the ASU Foundation for the Origins Project's operating expenses. Some of that may be from other donors, so it is possible that not all of it would be transferred. But whatever is attributable to the Brown Foundation would be transferred, provided that the Brown Foundation directs the ASU Foundation to do so and tells it what nonprofit should receive the funds.

Although I do not agree with your analysis, we will agree to remove the reference to the ADEA from the release paragraph, which should put an end to the discussion regarding whether it is necessary to provide your client with a review period or the option to revoke.

ASU is not willing to extend the retirement date beyond May 2019 or make additional payments, nor is it willing to transfer the funds in its local accounts to another institution.

I have attached a revised agreement along these lines. I am available for discussion as needed.

Best wishes,
Kim

Kimberly A. Demarchi
[Profile](#) | [Add me to your address book](#)
2929 North Central Avenue
21st Floor
Phoenix, Arizona 85012



Telephone [REDACTED]
Facsimile [REDACTED]
[REDACTED]

<Krauss settlement agreement - 2018-10-12 Revision.pdf>

<Krauss Settlement Agreement - 2018-10-12 Revision.docx>

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please note

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