

From: Lawrence Krauss <[REDACTED]>
To: nancy dahl <[REDACTED]>
Cc: J <jeevacation@gmail.com>, Lawrence Krauss <[REDACTED]>
Subject: Fwd: Lawrence Krauss conciliation agreement
Date: Thu, 11 Oct 2018 02:42:45 +0000

email Justin and I and Nancy agreed upon he sent to Kim..

LMK

Lawrence M. Krauss

Professor

School of Earth & Space Exploration and Physics Department

Arizona State University [REDACTED]

Research Office: [REDACTED]

[REDACTED] | [REDACTED]

Begin forwarded message:

From: Justin Dillon <[REDACTED]>
Subject: Fwd: Lawrence Krauss conciliation agreement
Date: October 10, 2018 at 7:34:07 PM PDT
To: Lawrence Krauss <[REDACTED]>

Justin Dillon

KaiserDillon PLLC

1401 K Street NW

Suite 600

Washington, DC 20005

[REDACTED]

Begin forwarded message:

From: Justin Dillon <[REDACTED]>
Subject: Lawrence Krauss conciliation agreement
Date: October 10, 2018 at 10:33:11 PM EDT
To: Kimberly Demarchi <[REDACTED]>

Kim,

Thank you for agreeing to extend the deadline for the conciliation process until Friday. I have spoken with Professor Krauss, and our counteroffer is outlined below. In the spirit of actually getting this done, I am not inflating it or tinkering with things that I would normally tinker with (most notably, the public statement)—this is a reasonable offer that I hope ASU will take and that we can quickly paper.

Settlement Agreement: Please remove “and the marital community.” While Professor Krauss will agree (in Paragraph 6) to waive all claims that his wife, heirs, etc., might bring, she’s not a party to this agreement. I

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have literally never seen any settlement agreement that tries to bind a non-party spouse. It smacks of coverture.

Recitals: Please change “ASU’s concerns” to “both parties’ concerns.” Professor Krauss’s continued employment is something that concerns him, too.

Paragraph 1:

- Professor Krauss would like an additional one year of salary (through May 16, 2020), payable in one lump sum no later than May 16, 2019. As I mentioned on the phone, under ABOR, ASU has no choice but to keep paying him until the appeals process is done—and that includes even going to Superior Court, which will almost certainly take until May of next year, if not longer.
- Under ABOR, *can* ASU keep him on administrative leave once this process is over (and the agreement would indeed end it)? ■ not sure it can. If you look at it and agree, then we could change this to say that he will be reinstated but will not teach classes, perform any official duties, etc., after the effective date of the agreement.

Paragraph 3:

- As long as he’s employed by ASU, he should get to keep his ASU property. He also has untold amounts of data he’s accrued over his time there. Please change the date to “May 16, 2019.”

Paragraph 4(b):

- It should be provide notice “to” Krauss, not “of” Krauss.

Paragraph 5:

- Please delete “contained in the records of ASU.” I think we just need to exclude factual information; this addition would create a weird situation in which ASU could destroy the records. And Professor Krauss also has records, of course—it’s not just ASU. I think what we care about is that people are free to talk about facts—they just can’t disparage when they do that.

Paragraph to add:

- Professor Krauss, as he’s said to Dean Kenney, would like to have ASU transfer the funds he raised for Origins and his research funds to a new place. Dean Kenney told Professor Krauss today that ASU is looking into logistics but is willing to do it, pending logistics. We can talk about the specific language to accomplish that, but it would look something like this: “ASU will agree to transfer all Origins Project funds held by the ASU Foundation and Professor Krauss’s remaining research funds to a nonprofit of Professor Krauss’s choosing within 30 days of Professor Krauss’s designating said nonprofit, which he will do no later than May 16, 2019.” He estimates that the ASU Foundation should have around \$1.5 million and that there should be roughly \$100,000-\$150,000 of remaining research funds.

Finally, here is a link to the EEOC's website regarding the Older Workers Benefit Protection Act: <https://www.eeoc.gov/eeoc/history/35th/thelaw/owbpa.html>.

Please let me know when you'd like to schedule a time to talk tomorrow. I have a sentencing in federal court on Friday, so I would like to get as far as we can tomorrow and then, if we can reach an agreement, simply deal with papering logistics on Friday.

Thanks,

Justin

Justin Dillon

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