

From: Lawrence Krauss <[REDACTED]>

To: Justin Dillon <[REDACTED]>

Cc: Lawrence Krauss <[REDACTED]>

Subject: Fwd: ARE/FRE Rule 408 Communication

Date: Wed, 10 Oct 2018 22:23:30 +0000

Attachments: Krauss_Settlement_Agreement.pdf

Once again, a roller coaster. Dean and I had what Jeffrey and I thought was a somewhat reasonable first negotiation this morning. University offered retirement May 15, 2019, and reinstatement (the Dean thought), and were investigating moving the Origins and Research Funds to me as requested but they said it would take some time. I informed them that the legal process would go on for at least a year so it didn't make sense for them to pay me for less than that, and also that given the disparaging statements that the University had already made (and he agreed that some could construe the statement the president made to the university paper as disparaging), a statement with something positive in it might make sense. He was going to get back to me today with some answers about possibly more money, and statement, and details of the possible transfer of research funds.. and also he said the university asked for a non-disparagement clause and also release of claims. He said he would send me what he had that morning so I could look at it and would get back to me regarding other things. We both agreed that 5 pm today was impossible..

Then at 230 pm I received this..

wanna talk?

Lawrence M. Krauss

Professor

School of Earth & Space Exploration and Physics Department

Arizona State University
[REDACTED]

Begin forwarded message:

From: Patrick Kenney <pkenney@asu.edu>

Subject: ARE/FRE Rule 408 Communication

Date: October 10, 2018 at 2:16:05 PM PDT

To: Lawrence Krauss <[REDACTED]>

Lawrence,

Following our phone call this morning, I reviewed that discussion with senior leadership. The attached settlement agreement reflects the terms that the University is willing to agree to in order to avoid engaging in the next step of the dismissal process. Please review and let me know if we have an agreement. Please note that in addition to signing and dating the agreement, the terms also call for you to provide a letter of retirement that is addressed to me. As we discussed, the deadline remains 5:00 p.m. today.

EFTA01020158

