

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (“the Agreement”) is made and entered into, voluntarily and knowingly, by and between Courtney D. Spencer (“Spencer”) and the State of New Mexico Risk Management Division (“RMD”) for the benefit of the Regents of the University of New Mexico (“UNM”):

1. **The Dispute.** Spencer has filed a lawsuit in the United States District Court for the District of New Mexico, styled Courtney D. Spencer v. The University of New Mexico Board of Regents, No. 1:15-CV-00141-MCA-SCY (hereinafter, “the Lawsuit”), alleging violations of Title IX of the Educational Amendments Act of 1972 (“Title IX”). Spencer retained the Law Offices of Brad D. Hall, LLC, and Lisa P. Ford as her legal counsel to represent her in the Lawsuit.

2. **Denial of Liability.** UNM has denied and continues to deny any allegations of wrongdoing and the legal claims made by Spencer in the Lawsuit. Spencer and RMD recognize, however, that continued litigation of the Lawsuit will be costly, disruptive, and time-consuming. Accordingly, to avoid the time, expense, and uncertainties of litigation, Spencer and RMD now wish to dismiss, settle, and compromise their dispute on the following terms and conditions.

3. **Consideration to Spencer.** In exchange for the signing of this Agreement by Spencer and the releases, promises, representations, and warranties included, and as consideration to which Spencer is not already entitled, RMD will issue a check in the amount of Two-Hundred Thousand Dollars (\$200,000) payable to “Law Offices of Brad D. Hall, LLC, Trust Account - IOLTA.” RMD will not withhold any sums from this amount and will not issue a W-2 Form. RMD will issue a Form 1099 as required by the Internal Revenue Service (“IRS”).

4. **Consideration to UNM.** In exchange for the signing of this Agreement by RMD and the releases, promises, representations, and warranties included, Spencer will give UNM a release of any and all claims (*see Paragraph 5 below*) and will stipulate to the Joint Motion to Dismiss with Prejudice (attached hereto as **Exhibit A**) and the proposed Stipulated Order of Dismissal (attached hereto as **Exhibit B**).

5. **General Release by Spencer.** Spencer, on behalf of her herself, her heirs, estate, executors, administrators, and assigns, hereby forever releases and fully discharges UNM, its departments and subdivisions, including the University of New Mexico Police Department (“UNMPD”), and its present and former regents, officials, directors, agents, employees, representatives, insurers, attorneys, predecessors, and successors (collectively, “the Released Parties”) from any and all claims, actions, judgments, obligations, damages, demands, debts, liabilities, and causes of action:

(a) that relate in any manner to Spencer’s attendance as a student at UNM, including but not limited to claims arising under Title IX, the United States Constitution, the New Mexico Constitution, and any other federal, state, or local laws prohibiting discrimination in education, retaliation, harassment, or any other form of discrimination and any common law claims, including but not limited to negligence, intentional infliction of emotional distress, defamation, *prima facie* tort, and breach of express or implied contract; and

(b) any and all claims, demands, debts, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, that Spencer now owns or holds against any of the Released Parties or has at any time heretofore owned or held against any of the Released Parties.

6. **Designation of Settlement Proceeds and Tax Consequences.** Spencer and RMD agree that RMD will not withhold any taxes from the payment described in Paragraph 3 of the Agreement, and RMD makes no representations or warranties with respect to the tax consequences of any portion of this payment. Spencer has stated her intent to assert that the settlement amount represents payment for harms arising from physical injuries. RMD takes no position on Spencer's intended assertion and will not oppose her motion to dismiss any other damages claims prior to the stipulated dismissal of the Lawsuit. Spencer agrees and understands that she is responsible for payment, if any, of federal and/or state taxes, and any penalties or assessments, on the payment made by RMD to Spencer. Spencer further agrees to indemnify RMD, UNM, and their respective agents against taxes, interest, penalties, or other payments made or required as a result of the tax consequences of this payment, if any. Spencer agrees to promptly notify RMD of any such claims.

7. **No Assignment of Claims.** Spencer agrees and warrants that she has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity any claim or any other matter herein released.

8. **Confidentiality.** Spencer agrees to maintain this Agreement and its terms and the amount of payment made hereunder as confidential and further agrees not to disclose those terms to anyone other than her immediate family, her attorneys, and such accountant or bookkeeper as may be necessary to report and account properly for the payment provided for herein. RMD agrees to maintain this Agreement and its terms and the amount of payment made hereunder as confidential and further agrees not to disclose those terms to anyone other than its attorneys, accountants or bookkeepers as may be necessary to report and account properly for the payment provided for herein, or as required by law, including the Inspection of Public Records Act. If either Spencer or RMD is asked about this Lawsuit, they may answer, "The matter has been resolved."

9. **Costs.** Spencer and RMD shall bear their own costs, attorneys' fees, and other fees incurred in connection with this Agreement and in connection with this dispute.

10. **Capacity.** Spencer and RMD represent and warrant that they have authority to act on their own behalf and on behalf of all who claim through them to bind them to the terms and conditions of this Agreement.

11. **Voluntary Execution of Agreement.** Spencer represents and acknowledges that she is fully aware of her right and opportunity through her counsel to negotiate and discuss any and all aspects of this matter with UNM's legal counsel in this Lawsuit and that she has in fact consulted with her own counsel prior to signing this Agreement.

12. **Entirety of Agreement.** This Agreement contains the entire agreement between Spencer and RMD pertaining to the subject matter contained in it and it supersedes any and all prior

understandings. Spencer and RMD understand that this Agreement is made without reliance upon any inducement, statement, promise, or representations other than those contained within this Agreement.

13. **Governing Law.** This Agreement shall be deemed to have been entered into in the State of New Mexico and all questions of validity, interpretation, or performance of any of its terms shall be governed by New Mexico law. Any legal or equitable action to enforce this Agreement shall be brought in the Lawsuit.

14. **Severability.** If any provisions of this Agreement or the application thereof to any person, place, or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement or such provisions as applied to other persons, places, or circumstances shall remain in full force and effect.

DATED: June 22, 2016

Courtney D. Spencer  
COURTNEY D. SPENCER

DATED: June       , 2016

STATE OF NEW MEXICO RISK  
MANAGEMENT DIVISION

By: \_\_\_\_\_  
ANTHONY J. FORTE  
Division Director

**ACKNOWLEDGMENTS**

STATE OF NEW MEXICO  
ROOSEVELT  
COUNTY OF BERNALILLO

)  
) ss.  
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BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared COURTNEY D. SPENCER, known to me to be the person whose name is subscribed to the foregoing Settlement Agreement and General Release ~~and Addendum~~, and acknowledged to me that she has read the Agreement ~~and Addendum~~ and understood ~~both~~ and has executed ~~both~~ for the purpose and consideration therein contained and in the capacity therein expressed. *it*

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of June, 2016.

Solange Diaz  
Notary Public

My Commission Expires:

October 18, 2018

*BA/CS*

*SP/CS*