

UNIVERSAL SETTLEMENT AND RELEASE OF ALL CLAIMS

WHEREAS Plaintiffs S.G., by and through her general guardian, BRENT GORDON; L.D., by and through her general guardian, JASON DIXON; B.S., by and through her general guardian, LISA SIMMONS; M.C., by and through her general guardian, BARBARA CALCHERA; D.R., by and through her general guardian, BRET ROBISON; and I.N., by and through her general guardian, MANUEL NOGALES, ("Plaintiffs") filed a lawsuit, U.S. District Court No. 2:17-cv-00677 (the "Lawsuit") against the Jordan School District, Granite School District, and Canyons School Districts (the "Districts") and their superintendents ("Defendants")¹, challenging, among other things, the District's compliance with Title IX of the Education Amendments of 1972 and the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution in their failure to provide a girls' tackle football program and other girls' sports opportunities and sought to certify various classes and subclasses based on those legal theories;

WHEREAS Defendants denied each and every claim for relief;

WHEREAS, after a period of litigation, the Court certified the following Class: All present and future Jordan, Canyons, and Granite school district female high school students who seek to participate and/or are or were deterred from participating on girls' high school football teams. That class is certified with respect to all factual and legal issues relating to the Plaintiffs' Equal Protection Claim against Defendants (the "Certified Class"). The Court refused to certify a class of all Districts' athletes, or a class arising from the factual and legal issues relating to Plaintiffs' Title IX claims;

WHEREAS, after additional litigation, the Certified Class claims, and the individual Title IX claims were brought to bench trial, and the Court entered findings of fact and conclusions of law entering judgment on behalf of Defendants on all remaining claims;

WHEREAS Plaintiffs appealed the decision, and the Tenth Circuit Court of Appeals permitted the minor plaintiffs to be substituted, recognized that their individual claims were moot, affirmed the trial court on the equal protection claim but reversed the trial court's refusal to certify a Title IX class, and remanded the case for further proceedings;

WHEREAS Plaintiffs and Defendants wish to settle the Lawsuit without further litigation;

NOW THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Plaintiffs and Defendants agree to the following:

1. **Joint Public Statement.** After this Universal Settlement and Release is fully executed, and the case dismissed under Paragraphs 16 and 18, Plaintiffs and Defendants will issue a Joint Public Statement, approved by all parties. The Joint Public Statement will acknowledge changes that have occurred within the Defendant School Districts regarding their compliance with Title IX as a result of the Lawsuit, and that all parties endeavor to advance the goals of Title IX by increasing opportunities for girls to

¹ In the Lawsuit, Plaintiffs also sued Utah High School Activities Association. That entity is not part of this settlement agreement.

participate in sports and by increasing participation by girls in sports. The language of the Joint Public Statement is attached as Exhibit A.

2. **District Title IX Athletic Coordinator.** Each Defendant School District will appoint a Title IX Athletic Coordinator for their respective district. The Title IX Athletic Coordinator may be the District Athletic Director and may have other duties as assigned.

- a. The Title IX Athletic Coordinator will be the point of contact for each District to field questions or complaints about the District's compliance with Title IX as it applies to equality and opportunity in the District's athletic programs.
- b. The Title IX Athletic Coordinator will be the point of contact for, accountable and responsive to, students who are members in Girls' Sports Clubs described in Paragraph 4 and other emerging sports to monitor the District's and the District's schools' provision of services to which the clubs or emerging sports are entitled under this Universal Settlement and Release, under District or school policy, or under other law.
- c. The Title IX Athletic Coordinator will be the point of contact and facilitators for students or private organizations to ensure District compliance of their obligations to promote girls' athletics as required in Paragraph 6 of this Agreement.
- d. The Title IX Athletic Coordinator may delegate specific, school-only questions or concerns to a school athletic director, school Title IX liaison, or responsible school administrator, for resolution.

3. **School Sports Liaison.** Each District will ensure that each junior high and high school within its District has an appointed Liaison for emerging sports. The Liaison may have other duties as assigned and may act on school-specific Title IX matters referred from the District Title IX Athletic Coordinator.

4. **Interest Survey.** Each School District will perform a survey of student sports interest by the 2025-2026 school year. Districts with four-year high schools will perform an interest survey at least every four years thereafter. Districts with three-year high schools will perform an interest survey at least every three years thereafter.

5. **Club-Specific Opportunities.** Students in a District interested in girls' football (or other girls' sports) may apply for authorization to operate as a student-led, noncurricular club related to a specific sport (a "Girls' Sports Club"). The Girls' Sports Club will operate under the rules and policies applicable to the students' specific District and school, and pursuant to Utah Code § 53G-7-701, et seq. The policies may include requiring the students to find a faculty supervisor for the Girls Sports Club and seeking annual authorization as required by Utah Code § 53G-7-704.

- a. An authorized Girls' Sports Club will have the opportunity to promote its activities and membership and be recognized within the school, even if some of the promoted activities may occur outside of a Girls' Sports Club meeting. (For example, the Girls' Sports Club may promote a game sponsored by a private organization that the members of the Girls' Sports Club will participate in.) The promotion may include requests for promotion in, or coverage or recognition in, the

school newspaper, the school yearbook, school announcements or other promotional settings subject to the District's and individual school's policies, the same as with any other student-led, noncurricular club.

- b. An authorized Girls' Sports Club will have access to District facilities as required by Utah Code § 53G-7-707. In addition, it will have the ability to request other facility use, as allowed by the District, or the individual school's policies.
- c. The District will award school credit for participation in the activities of the Girls' Sports Clubs as allowed by state law, including Utah Admin. Code R277-700-6(15)(b), subject to an approved application from the Girls' Sports Club's supervisor, and any other requirements demanded by law.

6. Promotion of Girls' Athletics in Middle School / Junior High and High School.

- a. The Districts will each engage in activities to promote girls' athletics. These activities include, as options:
 - Including girls' athletics, club sports, and/or emerging sports in "club rush," nights, student registration nights, or other school or District events in which current or prospective students are exposed to available activities;
 - Including girls' athletics, club sports, and/or emerging sports in middle school or junior high assembly or information days in which ninth grade or other middle school students are exposed to available activities;
 - Including girls' athletics, club sports, and/or emerging sports in yearly or seasonal emails or newsletters to promote girls' sports in general, or specific girls' sports;
 - Including girls' athletics, club sports, and/or emerging sports in the school newspapers;
 - Providing access to girls' sport organizers access to Peach Jar;
 - Providing girls' club sports or emerging sports a presence on the high school or junior high website;
 - Other similar avenues for promoting girls' sports, advancing parity in sports participation, and increasing participation for girls.
- b. A school's or District's promotional activities will be provided equally to all similar types of activities.

7. Promotion of Girls' Athletics in Elementary Schools. The Districts agree that they will each engage in activities to promote interest in and accessibility to girls' sports in elementary schools. These activities include, as options:

- Placing posters featuring women sports heroes in conspicuous places within the elementary schools;
- Instructing physical education teachers to encourage students, especially girls, to participate in sports in or out of school, or telling students to ask their parents about information they have

been given about sport clubs outside of school through Peach Jar or other forms of electronic communication;

- Other similar avenues for promoting girls' sports, advancing parity in sports participation, and increasing participation for girls.

8. **Girls' Football Promotional Access.** The Districts will provide twice-yearly promotional access to elementary students for a girls' tackle football program through Peach Jar or a similar electronic or paper mechanism.

9. **Release.** Plaintiffs agree to release Defendants, the State of Utah, the Utah Division of Risk Management, and their respective agents, representatives, employees, administrators, departments, divisions, agencies, and facilities (in their individual and official capacities) from any and all claims arising out of the actions described in the Lawsuit, now and forever, explicit or implicit, whether known or unknown.

10. **Dismissal of the Lawsuit.** Plaintiffs and Defendants agree, as soon as practicable, to file with the Court a Joint Motion for Dismissal With Prejudice, asking the Court to dismiss the Lawsuit with prejudice, with each party to bear its own costs, and to retain jurisdiction as described in Paragraph 18, below.

11. **Disclaimer of Liability.** Notwithstanding the Joint Statement produced in Paragraph 1, this Universal Settlement and Release is not an admission of liability but rather the compromise of disputed claims.

12. **Rules of Construction.** This Universal Settlement and Release, and each of its provisions, has been reached as the result of negotiations between the Plaintiffs and Defendants and their respective attorneys. Each of the parties expressly acknowledges and agrees that this Universal Settlement and Release shall not be deemed to have been prepared by, or drafted by, any particular party hereto, and that the normal rule of construction that any ambiguities are to be resolved against the drafting party or parties, shall not be employed in the interpretation of this Universal Settlement and Release. Paragraph numbers and bold headings for each paragraph are for the convenience of the parties only and are not to be used to interpret the substance of the agreement.

13. **Enforceability by Parties and Third Parties.** This Universal Settlement and Release shall be binding on, and shall inure to the benefit of, Plaintiffs and Defendants and their respective past, present and future predecessors, successors, subsidiaries, affiliates, officers, directors, employees, attorneys, insurers, agents, representatives and assigns. In addition, Plaintiffs and Defendants contemplate, intend, and agree that this Universal Settlement and Release is made for the benefit of third parties, including, and only including, enrolled female student athletes in all Districts' schools, and the successors and assigns of the Districts. Plaintiffs and Defendants agree that, until this Universal Settlement and Release is terminated as provided in Paragraph 15, the terms of this Universal Settlement and Release may be enforced by any third-party beneficiary who believes any term of this Agreement has been breached and who has suffered a legal injury as a result of such breach.

14. **Notice and Opportunity to Cure Violation; Enforceability and Specific Performance; Attorney Fees.**

- a. No lawsuit to enforce the terms of this Universal Settlement and Release may be brought until the allegedly aggrieved party complies with the conditions of this paragraph. If any party to this agreement, or any third-party beneficiary identified in Paragraph 13 entitled to

enforce this agreement, believes that any provision of this agreement has been violated, that party must provide written notice to the party alleged to be in breach. If a District is allegedly in breach, written notice must be delivered to the District's Title IX Athletic Coordinator. The allegedly breaching party must be given an appropriate time to cure the alleged breach. An "appropriate time" means:

- i. 30 days from the date the notice is received, or
 - ii. at the next available time for the allegedly breaching party to cure the breach. (For example, the time in subparagraph ii applies when an activity is yearly and the next available opportunity to cure will not occur until the next occurrence of the activity.)
- b. If, despite the notice and opportunity to cure provided in subparagraph a, a party remains in breach, an aggrieved party may file a motion to enforce, or may file suit for breach, of this Universal Settlement and Release. Plaintiffs and Defendants agree that, in such a motion or lawsuit, the aggrieved party would lack an adequate remedy at law may seek specific performance of the breached term. The prevailing party to such a motion or lawsuit may also be awarded attorney fees. No party may seek, nor may any court award, any other remedy for violation of this Universal Settlement and Release.

15. **Termination.** The Districts affirm their obligations to continually comply with the requirements of Title IX and other applicable laws and regulations governing non-discrimination in school athletic programs. However, no person or entity may enforce any alleged breach of this Universal Settlement and Release occurring three (3) years after the Universal Settlement and Release is fully executed under Paragraph 16.

16. **Counterparts and Final Execution of Agreement.** This Universal Settlement and Release may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence against any party who has signed it, all of which together shall constitute one and the same agreement. Signatures delivered by facsimile or electronic, Portable Document Format through electronic mail shall be deemed original signatures. This Universal Settlement and Release is fully executed when signed by every Plaintiff and Defendant. A signatory on behalf of a District represents and warrants that he or she has authority to sign the Universal Settlement and Release on behalf of the District. The parties agree that time is of the essence and will perform their best efforts to acquire appropriate approvals of this Universal Settlement and Release.

17. **Integration.** This writing is an integrated agreement and represents the entire understanding of the Plaintiffs and Defendants relative to the subject matter described herein. Each of the parties agrees that no representation or promise not expressly contained in this Universal Settlement and Release has been made and further promises that they are not entering into this Agreement on the basis of any promise, representation, express or implied, not otherwise contained herein.

18. **Choice of Law and Forum.** This Universal Settlement and Release must be construed in accordance with, and governed by, the laws of the State of Utah, without

regard to its conflict of law rules. Plaintiffs and Defendants agree that the United States District Court for the District of Utah may retain jurisdiction to enforce the terms of this Universal Settlement and Release only on motion of a party and not as part of any active supervision over the conduct described herein. Plaintiffs and Defendant will provide to the Court a proposed order including language that the Court will retain jurisdiction to enforce the terms of the Universal Settlement and Release. If the Court refuses to retain jurisdiction, Plaintiffs and Defendants agree that the Lawsuit will be dismissed with prejudice, and any action to enforce the terms of this Universal Settlement and Release may be brought in the Utah District Court for the Third Judicial District.

FOR PLAINTIFFS.

Baylee Hallett

LaDip

M. Gordon

Sam Gordon

Dated: 10/10/2023 day of October 2023

Dated: 10/12/2023 day of October 2023

Dated: 10/10/2023 day of October 2023

Dated: 10/10/2023 day of October 2023

Dolaine Robinson

10/10/2023

Isabella

10/13/2023

Nogales

[Signature]

10/12/2023

FOR JORDAN SCHOOL DISTRICT

Tracy J. Miller, President
NAME
Title Board of Education

Dated: 28 day of September 2023

FOR CANYONS SCHOOL DISTRICT

Jan Wilf, Business Administrator Dated: 13th day of Sept. 2023

NAME

Title

Universal Settlement and Release only on motion of a party and not as part of any active supervision over the conduct described herein. Plaintiffs and Defendant will provide to the Court a proposed order including language that the Court will retain jurisdiction to enforce the terms of the Universal Settlement and Release. If the Court refuses to retain jurisdiction, Plaintiffs and Defendants agree that the Lawsuit will be dismissed with prejudice, and any action to enforce the terms of this Universal Settlement and Release may be brought in the Utah District Court for the Third Judicial District

FOR PLAINTIFFS.

_____	Dated: _____ day of _____ 2023
_____	Dated: _____ day of _____ 2023
_____	Dated: _____ day of _____ 2023
_____	Dated: _____ day of _____ 2023

FOR JORDAN SCHOOL DISTRICT

_____	Dated: _____ day of _____ 2023
NAME	
Title	

FOR CANYONS SCHOOL DISTRICT

_____	Dated: _____ day of _____ 2023
NAME	
Title	

FOR GRANITE SCHOOL DISTRICT

	Dated:  day of  2023
NAME <i>Douglas B. Lanson</i>	
Title <i>General Counsel</i>	

_____	Dated: _____ day of _____ 2023
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Approved as to form and content:

COUNSEL FOR DEFENDANTS

_____	Dated: _____ day of _____ 2023
Assistant Utah Attorney General	

Approved as to form and content:

COUNSEL FOR DEFENDANTS


Assistant Utah Attorney General

Dated: 29th day of September 2023

COUNSEL FOR PLAINTIFFS



Dated: 13 day of October 2023

SIGNER	E-SIGNATURE	EVENTS
Name Madelyn Calchera Email mcreads12@gmail.com Components 3	Status signed Multi-factor Digital Fingerprint Checksum cca4bb31e92f50d51d31e318dde2342d93ebec30bdafcd66a005407e2596d3a IP Address 172.59.88.64 Device Mobile Safari via iOS Drawn Signature  Signature Reference ID 862704F9 Signature Biometric Count 1	Viewed At 10/10/2023 14:18 EDT Identity Authenticated At 10/10/2023 14:20 EDT Signed At 10/10/2023 14:20 EDT
Name Sam Gordon Email sam.a.gordon6@gmail.com Components 3	Status signed Multi-factor Digital Fingerprint Checksum f394edbe200c59de20626258fcb410ff551ea30f8e4c383f109b343d642b7c6 IP Address 209.2.229.123 Device Safari via Mac Typed Signature  Signature Reference ID E340DB6D	Viewed At 10/10/2023 14:09 EDT Identity Authenticated At 10/10/2023 14:18 EDT Signed At 10/10/2023 14:18 EDT
Name Dalainee Robison Email dalaineerobison23@gmail.com Components 2	Status signed Multi-factor Digital Fingerprint Checksum 381fe35fddc69f2bc98ab39ec90e9e89cfbe2f3bc6dac75233baeca391bf8f16b IP Address 174.247.145.199 Device Mobile Safari via iOS Drawn Signature  Signature Reference ID 5C8A3354 Signature Biometric Count 8	Viewed At 10/10/2023 14:07 EDT Identity Authenticated At 10/10/2023 14:08 EDT Signed At 10/10/2023 14:08 EDT

AUDITS

TIMESTAMP	AUDIT
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10/10/2023 14:04 EDT	Dalainee Robison (dalaineerobison23@gmail.com) was emailed a link to sign.
10/10/2023 14:04 EDT	Madelyn Calchera (mcreads12@gmail.com) was emailed a link to sign.
10/10/2023 14:04 EDT	Isabella Nogales (bellanogales03@gmail.com) was emailed a link to sign.
10/10/2023 14:04 EDT	Sam Gordon (sam.a.gordon6@gmail.com) was emailed a link to sign.
10/10/2023 14:04 EDT	Isabella Calchera (electric10girl@gmail.com) was emailed a link to sign.
10/10/2023 14:04 EDT	Lauren Dixon (ledixon.02@gmail.com) was emailed a link to sign.
10/10/2023 14:04 EDT	Bay Lee Simmons (bayleasimmons@gmail.com) was emailed a link to sign.
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10/10/2023 14:09 EDT	Sam Gordon (sam.a.gordon6@gmail.com) viewed the document on Safari via Mac from 209.2.229.123.
10/10/2023 14:17 EDT	Madelyn Calchera (mcreads12@gmail.com) viewed the document on Mobile Safari via iOS from 172.59.88.56.
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10/10/2023 15:16 EDT	Bay Lee Simmons (bayleeasimmons@gmail.com) viewed the document on Mobile Safari via iOS from 104.28.123.162.
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10/12/2023 15:51 EDT	Lauren Dixon (ledixon.02@gmail.com) was emailed a reminder.
10/12/2023 15:51 EDT	Isabella Nogales (bellanogales03@gmail.com) was emailed a reminder.
10/12/2023 15:51 EDT	Isabella Calchera (electric10girl@gmail.com) was emailed a reminder.
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10/12/2023 15:54 EDT	Lauren Dixon (ledixon.02@gmail.com) authenticated via email on Mobile Safari via iOS from 208.93.179.68.
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SIGNATURE CERTIFICATE



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Executed At 10/13/2023 10:52 EDT	Content Type application/pdf
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Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Isabella Nogales	Status signed	Viewed At 10/13/2023 10:51 EDT
Email bellanogales03@icloud.com	Multi-factor Digital Fingerprint Checksum d18144030b0f2b0f06a98be9d24e707aedca116023e858800e6fe339e3e59063	Identity Authenticated At 10/13/2023 10:52 EDT
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Name Isabella Calchera	Status signed	Viewed At 10/12/2023 21:41 EDT
Email electric10girl@gmail.com	Multi-factor Digital Fingerprint Checksum e5795666fc000d9a15d2e28bf63d2754c9f21fa6c5bea5cc011ec189cfc4bc24	Identity Authenticated At 10/12/2023 21:42 EDT
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SIGNATURE CERTIFICATE



REFERENCE NUMBER

815E0B4F-4663-458C-8C74-D89A2CF0FDD1

TRANSACTION DETAILS	DOCUMENT DETAILS
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Transaction Type Signature Request	Filename Title_IX_-_Settlement_Agreement.pdf
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Executed At 10/13/2023 12:10 EDT	Content Type application/pdf
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Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Trinity Jordan	Status signed	Viewed At 10/13/2023 12:10 EDT
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10/13/2023 12:09 EDT	Trinity Jordan (tjordan@atllp.com) was emailed a link to sign.
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