

COMPROMISE AND SETTLEMENT AGREEMENT

Mark Dew v. Rebecca Ashford, Lou Ann Vahcic, Bill Haslam, Gregory Duckett, Barry Gidcomb, John Farris, Tom Griscom, Kevin Huffman, Julius Johnson, Jonas Kisber, Fran Marcum, Paul Montgomery, Casey McCullum, John Copeland, Richard Rhoda, Howard Roddy, Emily Reynolds, Robert Thomas, Danny Varlan, John Doe, and James Doe, in their individual and official capacities,

U.S.D.C, E.D. Tenn., Case No. 3:11-cv-262

This Compromise and Settlement Agreement (“Agreement”) made, by and among Mark Dew (“Plaintiff”) and Rebecca Ashford, Lou Ann Vahcic, Bill Haslam, Gregory Duckett, Barry Gidcomb, John Farris, Tom Griscom, Kevin Huffman, Julius Johnson, Jonas Kisber, Fran Marcum, Paul Montgomery, Casey McCullum, John Copeland, Richard Rhoda, Howard Roddy, Emily Reynolds, Robert Thomas, Danny Varlan, John Doe, and James Doe (collectively referred to as “Defendants”), to settle the following Litigation, styled, *Mark Dew v. Rebecca Ashford, Lou Ann Vahcic, Bill Haslam, Gregory Duckett, Barry Gidcomb, John Farris, Tom Griscom, Kevin Huffman, Julius Johnson, Jonas Kisber, Fran Marcum, Paul Montgomery, Casey McCullum, John Copeland, Richard Rhoda, Howard Roddy, Emily Reynolds, Robert Thomas, Danny Varlan, John Doe, and James Doe, in their individual and official capacities*, U.S.D.C, E.D. Tenn., Case No. 3:11-cv-262.

1. This Agreement represents a compromise and settlement of disputed claims and, as such, does not constitute an admission of any liability whatsoever on the part of the Defendants. The Defendants adamantly deny any wrongdoing. The parties agree to keep the settlement negotiations that preceded this Agreement and all of the terms and conditions of this Agreement confidential to the extent provided by law.

2. The Defendants do not agree to pay Plaintiff any money for the claims alleged in the above referenced lawsuit except that the Defendants will pay the Plaintiff's attorneys' fees of Two Thousand Dollars (\$2,000). This payment constitutes settlement of all of Plaintiff's claims alleged in the above referenced lawsuit as well as all claims which could have been alleged in the above referenced lawsuit, including, but not limited to, a claim for court costs. Plaintiff acknowledges and agrees that he is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which may be found to be due upon the payments made to him hereunder.

3. In consideration of this agreement, Plaintiff agrees to dismiss with prejudice that certain suit styled *Mark Dew v. Rebecca Ashford, Lou Ann Vahcic, Bill Haslam, Gregory Duckett, Barry Gidcomb, John Farris, Tom Griscom, Kevin Huffman, Julius Johnson, Jonas Kisber, Fran Marcum, Paul Montgomery, Casey McCullum, John Copeland, Richard Rhoda, Howard Roddy, Emily Reynolds, Robert Thomas, Danny Varlan, John Doe, and James Doe, in their individual and official capacities*, being Case number 3:11-cv-262, in the United States District Court for the Eastern District of Tennessee, and further releases the Defendants from any matters or claims which could have been alleged in said lawsuit and any and all claims and/or causes of action which could have been alleged up to the date of the execution of this agreement. The Parties agree that they will prepare and file a Stipulation of Dismissal with Prejudice as to the Defendants released herein with the Federal Court.

4. Plaintiff agrees to, and hereby does, fully and finally release and discharge the Defendants, the State of Tennessee, the Tennessee Board of Regents, and all of their respective agencies, departments, and personnel, and their successors, assigns, servants, agents, attorneys,

officers, directors, representatives, subsidiaries, and affiliates, of and from any and all claims, demands, actions, and causes of action of any and every kind and character, known or unknown, that Plaintiff may have had or may now have against them up to the date of the execution of this agreement, including, but not limited to, all matters asserted in the above-styled Federal Court action.

5. Plaintiff further acknowledges that the terms of the settlement stated herein are, and are intended to be, the full and complete settlement of all matters referenced herein. No additional compensation, or other relief of any kind whatsoever, whether in law or equity, is to be paid or implemented regarding damages, injuries to persons or property, interest, expenses, costs, attorneys' fees, or experts' fees.

6. The Parties acknowledge that they are executing this Agreement entirely upon their own volition, individual judgment, belief, and knowledge with consultation of counsel; that this Agreement is made without reliance upon any statement or representation of any party or any person not herein expressed; that no promise, inducement, or agreement, not herein expressed, has been made to them; that the Agreement contains, and is, the entire agreement and understanding between the parties herein; and that the terms of this Agreement are contractual and not mere recitals.


7. Should any provision of this Agreement be declared by any court of a competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions will not be affected thereby, and said illegal or invalid part, term or provision will be deemed not to be a part of this Agreement; provided, however, that if Plaintiff breaches any of the provisions or releases contained herein or if the releases contained herein be declared invalid, then the entire

Agreement shall be invalid and the consideration paid to Plaintiff shall be immediately due and payable to the State of Tennessee, for, and on behalf of Defendants released herein.

8. The undersigneds declare that all of the terms of this Compromise and Settlement Agreement have been completely read, are fully understood, and accepted by them, and that they have had the benefit of counsel with their attorneys in connection herewith. The undersigneds further declare that these terms have been agreed to voluntarily, without any undue influence, coercion, or improper motive.


9. Pursuant to Tenn. Code Ann. § 20-13-103, the State's acceptance of the terms of this agreement is contingent upon approval by the Attorney General.

DATE: 3/19/13



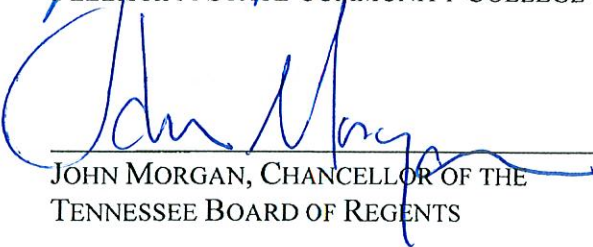
MARK DEW,
PLAINTIFF

DATE: 4/9/13



DR. ANTHONY WISE, PRESIDENT OF
MISSISSIPPI STATE COMMUNITY COLLEGE

DATE: 5/6/13



JOHN MORGAN, CHANCELLOR OF THE
TENNESSEE BOARD OF REGENTS