



December 23, 2020

Mr. Arthur H. Bryant, Esq.  
Bailey & Glasser LLP  
1999 Harrison Street, Suite 660  
Oakland, CA 94612

**Sent Via email: [abryant@baileyglasser.com](mailto:abryant@baileyglasser.com)**

RE: Resolution of Potential Title IX Litigation

Dear Arthur,

I am writing on behalf of my client, the East Carolina University (“ECU” or “the university”), to document the understanding reached with your clients, who are (or were) female student-athletes at ECU. On May 21, 2020, the university announced its decision to eliminate men’s and women’s tennis and men’s and women’s swimming and diving due to the tremendous strains placed on ECU by the COVID-19 pandemic in regard to student-athlete health and safety considerations, as well as ECU’s finances. Because of such immediate considerations, the elimination was implemented shortly after announcement. Presently, it is my understanding that only a few student-athletes associated with the former teams remain enrolled at ECU.

Separately, ECU received a letter from you dated November 16, 2020, representing members of the former women’s tennis and swimming and diving teams and asserting that ECU’s actions violate Title IX. On November 19, 2020, I told you that ECU was committed to gender equality, took your allegations seriously, and would initiate an investigation.

On December 21, 2020, counsel for ECU told you that ECU had decided, as part of its ongoing efforts to improve Title IX compliance, to reinstate and restart its varsity women’s tennis and women’s swimming and diving teams; that the search for coaches for these teams would begin in January 2021; that the teams, once formed and trained, will compete in Division I competition as soon as practical based on COVID conditions, coach discretion, student-athlete health and safety, and competition availability; that the teams and team members will be treated comparably to other ECU teams and team members in light of the current pandemic and budgetary environment, complete with qualified coaches, resumption of recruiting, and other support comparable to other NCAA teams at ECU. This letter is to confirm to you in writing, subject to appropriate approval as set out below, that ECU is and will be taking these steps.

To resolve your clients’ potential claims, in addition to restarting the women’s tennis and women’s swimming and diving teams as noted above, the university will also develop and adopt a gender equity plan (the Plan) no later than December 31, 2021. The university will solicit input from student-athletes from each team during the pre-Plan assessment and the university will expressly invite participation from the women’s tennis and women’s swimming and diving teams. The Plan, as adopted, will set forth terms for how ECU’s intercollegiate athletic program will comply with Title

IX during the 2023-24 academic year and future years. The university will continue to monitor and manage the Plan on an on-going basis (including prior to its official adoption) to maintain and improve ECU's Title IX compliance. The university will implement the Plan in accordance with its terms and comply with Title IX during the 2023-24 academic year and future years, while retaining discretion to adjust the details or terms of the Plan as future circumstances may dictate. The Plan will be made available on ECU's athletic department's website. The university will post an update on implementation of the Plan or post an updated plan containing a status report of material changes by December 31, 2023. The university retains discretion as to how to achieve gender equity and Title IX compliance.

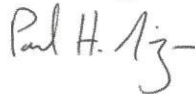
Your clients will have all rights afforded to them by law, should the university violate this agreement, including the right to seek specific performance, and will have the same right to recover costs and attorneys' fees they would have under Title IX.

In order to avoid the expense of litigation, and without admitting liability, the university agrees to pay \$189,339.50 for your clients' attorneys' fees. Such payment shall be sent to Bailey & Glasser, LLP, by January 31, 2021, barring any unforeseen circumstances outside the control of the university and pursuant to necessary approvals. Pursuant to North Carolina law and University of North Carolina System policy, this agreement will be completely void and have no legal effect on the parties if it is not bindingly approved by the Board of Governors of The University of North Carolina System and the Office of the Attorney General. ECU is presently pursuing these necessary approvals in good faith.


I am presenting this agreement to you in this fashion (subject to the approvals mentioned above) because ECU wants to enter into this agreement, North Carolina law and UNC System policy set by the Board of Governors prevents it from doing so without the approvals mentioned above, and I have been informed (and have informed you) that the individuals authorized to provide those approvals will not be available to do so until after January 1, 2021. ECU is seeking those approvals as quickly as possible and will either obtain them or tell you they cannot be obtained (and this agreement is null and void) by January 11, 2021.

In consideration for the above, if the necessary approvals are obtained and this agreement takes effect, your clients will execute a release of claims in the format enclosed. Please indicate below that your clients have authorized consent to these terms.

Sincerely,



Paul H. Zigas  
Interim University Counsel and Vice Chancellor for  
Legal Affairs

Agreed:  12/23/20  
by Arthur H. Bryant on behalf of  
individual female athletes at East Carolina University.

RELEASE LANGUAGE:

Release of Claims by Student Athletes:

In consideration of the promises contained in the letter agreement dated December 23, 2020, I hereby fully and finally covenant, on behalf of myself, my heirs, my assigns, and my future estates, not to sue and to release and forever discharge East Carolina University ("the university"), a public institution of higher education; the State of North Carolina; and their agents and employees, in their official and individual capacities, from all claims, demands, damages, costs, losses, expenses, and actions arising under Title IX of the Education Amendments of 1972, 20 U.S.C.A. §1681 et seq., based on the university's cancellation of my varsity intercollegiate athletics team announced on May 21, 2020, or the university's treatment of my varsity intercollegiate athletic team as of the date written below.

This release shall not prevent any action based on a breach of the terms of the letter agreement.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_