



June 16, 2021

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

Sent Via email: abryant@baileyglasser.com

RE: Resolution of Potential Title IX Litigation

Dear Arthur,

I am writing on behalf of the University of St. Thomas ("St. Thomas") to document the understanding reached with your clients, who are female student-athletes at St. Thomas. On May 11, 2021, St. Thomas announced its decision to eliminate its varsity intercollegiate athletic men's and women's tennis teams as of the 2021-2022 season. Your clients claim the elimination of the women's team constitutes illegal sex discrimination and that St. Thomas is depriving women athletes and potential athletes of equal participation opportunities and equal treatment in violation of Title IX of the Education Amendments of 1972. This letter agreement is intended to resolve your clients' claims. We hereby agree as follows.

On June 17, 2021, St. Thomas will publicly announce that St. Thomas is rescinding its decision to eliminate its varsity intercollegiate athletic women's tennis team, will be continuing the team going forward, and is dedicated to having the team thrive. Also on that date, St. Thomas will publicly announce that it will conduct a gender equity review this year and will develop and adopt a Gender Equity Plan no later than March 15, 2022, designed to bring all aspects of its intercollegiate athletic program into compliance with Title IX during the 2022-2023 academic year and future years.

The announcements referred to above will be made in coordination with you.

After the women's tennis team is reinstated, it and its members will be treated equitably with all other varsity teams and their members. There is no planned date to eliminate the team in the future, but, to address your clients' concerns, this will confirm that, at a minimum, the team will be continued at least until all your clients have used up their eligibility to participate in intercollegiate athletics.

The gender equity review will be conducted and the Gender Equity Plan ("the Plan") will be developed by an individual or group agreed to by you and your clients. During the gender equity review, St. Thomas will solicit input from student-athletes and alumni and will expressly invite participation from your clients and the other St. Thomas women's varsity intercollegiate athletic team members. The Plan, as adopted, will set forth terms for how St. Thomas's intercollegiate athletic program will comply with Title IX during the 2022-2023

academic year and future years. St. Thomas will monitor and manage the Plan and its development on an on-going basis (including prior to its official adoption) to improve St. Thomas's Title IX compliance. St. Thomas will implement the Plan in accordance with its terms and comply with Title IX during the 2022-2023 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 publicly available on St. Thomas's athletic department's website and will be provided to you and your clients when it is adopted, no later than March 15, 2022. St. Thomas will also make publicly available on its athletic department's website—and provide to you and your clients—updated versions of the Plan, if any, when they are adopted and status reports and/or updates on implementation of the Plan (or any updated version of the Plan) on December 31, 2022; December 31, 2023; and December 31, 2024.

Your clients would like the men's tennis team to be reinstated and specifically waive any legal claims that would arise out of the reinstatement of the men's tennis team, if St. Thomas decides to reinstate it. Notwithstanding the foregoing, St. Thomas will comply with Title IX in the 2022-2023 academic year and in future years and your clients do not waive any legal claims to require St. Thomas to do so.

Your clients will have all rights afforded to them by law if St. Thomas violates 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.

To avoid the expense of litigation and without admitting liability, St. Thomas will pay \$64,013 for your clients' attorneys' fees. Such payment shall be sent to Bailey & Glasser, LLP, within thirty (30) days of your signature of this agreement.

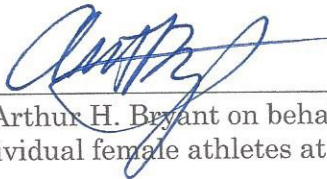
In consideration for the above, your clients will execute a release of claims in the format enclosed. Please indicate below that your clients have authorized consent to these terms.

Sincerely,



Sara Gross Methner
General Counsel & Secretary

Agreed: _____


by Arthur H. Bryant on behalf of
individual female athletes at the University of St. Thomas

POTENTIAL UNIVERSITY OF ST. THOMAS TITLE IX RELEASE LANGUAGE:

In consideration of the promises contained in the letter agreement dated June 16, 2021, I hereby agree to release and forever discharge the University of St. Thomas ("St. Thomas") and its 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 St. Thomas's elimination of my varsity intercollegiate athletic tennis team announced on May 11, 2021, and St. Thomas's treatment of my varsity intercollegiate athletic team as of the date of that letter agreement.

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

Signature: _____

Name: _____

Date: _____