

CAUSE NO. 08CV1195

KAY SANDOR, DIANA PUC CETTI,	§	IN THE DISTRICT COURT OF
ALLEN LECORNU AND THE	§	
TEXAS FACULTY ASSOCIATION	§	
	§	
v.	§	
	§	
THE UNIVERSITY OF TEXAS	§	
SYSTEM,	§	
H. SCOTT CAVEN,	§	
IN HIS OFFICIAL CAPACITY AS	§	
CHAIRMAN OF THE UT SYSTEM	§	GALVESTON COUNTY, TEXAS
BOARD OF REGENTS,	§	
JAMES R.HUFFINES, ROBERT	§	
B.ROWLING, JOHN W.BARNHILL,	§	
JR., JANIECE LONGORIA, COLLEEN	§	
MCHUGH, JAMES D. DANNENBUM,	§	
PAUL FOSTER, AND PRINTICE L.	§	
GARY, EACH IN THEIR	§	
OFFICIAL CAPACITY AS REGENTS	§	
OF THE UNIVERSITY OF TEXAS	§	
SYSTEM	§	405 <sup>TH</sup> JUDICIAL DISTRICT

**SETTLEMENT AGREEMENT AND RELEASE**

**THIS SETTLEMENT AGREEMENT AND RELEASE** (the “Agreement”) is entered by and between Plaintiffs Kay Sandor, Diana Puccetti, Allen LeCornu, Thomas Albrecht and The Texas Faculty Association and Defendants The University of Texas System, H. Scott Caven, James R. Huffines, Robert B. Rowling, John W. Barnhill, Jr., Janiece Longoria, Colleen McHugh,

James D. Dannenbaum, Paul Foster, and Printice L. Gary (collectively, “the Parties”).

**WHEREAS**, on or about December 2, 2008, Plaintiffs filed an Original Petition in the 405<sup>th</sup> Judicial District Court of Galveston County, Texas, Cause No. 08CV1195; *Kay Sandor, et al v. The University of Texas System, et al*; alleging, among other things, that Defendants violated the Texas Open Meetings Act.

**WHEREAS**, on or about January 8, 2009, Defendants filed a Motion to Transfer Venue and Original Answer Subject to Motion to Transfer.

**WHEREAS**, the Parties wish to settle and resolve their differences in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the recitals set forth above, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. DEFINITIONS.**

**1.1** The term “Agreement” shall mean this Settlement Agreement and Release.

**1.2** “Plaintiffs” shall mean Kay Sandor, Diana Puccetti, Allen LeCornu, Thomas Albrecht and The Texas Faculty Association, and any and all of Plaintiffs’ agents, representatives, attorneys, assignees, heirs, executors, beneficiaries or trustees and any and all other persons or entities acting on Plaintiffs’ behalf.

**1.3** “Defendants” shall mean The University of Texas System, H. Scott Caven, James R. Huffines, Robert B. Rowling, John W. Barnhill, Jr., Janiece Longoria, Colleen McHugh, James D. Dannenbaum, Paul Foster, and Printice L. Gary, each in their official capacity as Regents of the University of Texas System, including but not limited to any and all of their employees, officers, directors, agents, partners, representatives, attorneys, predecessors, successors, assigns, subsidiaries, divisions, and any and all other persons or entities acting on Defendants’ behalf.

**1.4** “Lawsuit” shall mean Cause No. 08CV1195; *Kay Sandor, et al v. The University of Texas System, et al*; in the 405<sup>th</sup> Judicial District Court of Galveston County, Texas, and shall include any and all claims, causes of action, and/or allegations asserted therein, or that could have been asserted therein, whether in the past, present or future, in law or in equity, now known or not known, relating to, concerning, and/or arising out of any transaction and/or occurrence that is, or could

have been, a subject, in whole or in part, of the Lawsuit subject only to the reservations set forth in paragraphs 3.7 and 3.8 below.

**2. ENTIRE AGREEMENT.**

**2.1.** As between Plaintiffs and Defendants, this Agreement embodies the entire Agreement between the Parties relating to the subject matter of the Lawsuit. All prior negotiations, representations, arrangements and understandings, are hereby superseded and/or canceled. No change, modification, or waiver of this Agreement or any term thereof shall be valid or binding unless it is in writing and signed by a duly authorized representative of each of the respective Parties.

**2.2.** The Parties expressly warrant and represent to each other that they have not relied upon any representation or statement of the other party, any employee or agent of the other party, or counsel for the other party in executing this Agreement.

a. The Parties acknowledge that they have, throughout the negotiations preceding this Agreement, and during the course of negotiations, drafting and execution of this Agreement, had the opportunity to be represented by counsel of their own choosing. In this connection, the Parties warrant and acknowledge that they have read thoroughly and carefully this Agreement (including all documents

and exhibits it refers to) and have had the opportunity to have the terms of the Agreement thoroughly explained by counsel of their choosing and understand the rights, remedies and allegations that they are surrendering by the execution of this Agreement and, thereby do so of their own free will, voluntarily and with full disclosure and knowledge of their ability to seek redress through the courts of this state and the United States and fully understand it to be a full, complete and final compromise, settlement and release of the Lawsuit.

**2.3** The Parties further acknowledge:

a. that the Party has relied solely upon its own judgment and the advice of its attorneys in entering into this Agreement;

b. that no promise or representation of any kind has been made to the Party by or on behalf of any of the other Parties, except as expressly stated in this Agreement;

c. that the Party fully understands that this is a full, complete and final disposition of its current claims or any future claims against the other Parties as described herein arising out of or related in any way to the Lawsuit or the reduction in force that took place in November 2008 that is the subject of the Lawsuit and

d. that the Party has not assigned, pledged or otherwise in any manner whatsoever, sold or transferred, either by instrument in writing or otherwise, any right, title, interest or claim that that Party has or may have by reason of the issues or claims asserted in or discussed in the Lawsuit, or arising out of or related thereto.

### **3. RESOLUTION.**

3.1 Subject to existing or future law or other legislative mandate, Defendants agree to proceed in a manner consistent with the Resolution passed by the Board of Regents at a March 10, 2009 meeting, attached hereto as Exhibit A, Subject to the conditions in the Resolution at Exhibit A, the Defendants agree to implement the policy set forth in paragraphs 3.2 and 3.3 below to govern the re-hiring former employees of University of Texas Medical Branch at Galveston (hereinafter "UTMB") who were subject to the reduction in force that was implemented in November of 2008.

3.2 Plaintiffs and Defendants expressly agree that the policy for the re-hiring of employees at UTMB will be as follows:

a. A list of the names of former employees terminated because of the reduction in force in November 2008 will be maintained by UTMB (the

“Reemployment List”). The names of the former employees will remain on the Reemployment List for a period of thirty-six (36) months after the date of termination unless the employee does not meet requirements detailed in this policy or unless the name of the former employee is removed as set forth below.

b. As jobs become available at UTMB within the same job classification or in classifications requiring similar skills and training, reasonable effort will be made to reemploy qualified former employees on the Reemployment List for a period of thirty-six months after termination. It is the responsibility of the former employee to timely apply for any position for which he or she is interested as set forth in paragraph 3.2(d) below.

c. Consideration for reemployment will be given to the former UTMB employees terminated due to the reduction in force in November 2008. If, in the sole judgment and discretion of UTMB, a former employee who was laid off as a result of the reduction-in-force is qualified (as reflected in paragraph 3.3 below) and is the appropriate person for a vacancy within UTMB that is posted on the UTMB job posting website <http://www.utmb.edu/hcm>, a UTMB department that has a vacant position will rehire that employee without recruiting for the position and/or interviewing other candidates who may qualify for the vacancy. The former

employee who was terminated due to the reduction in force in November 2008 will be interviewed for the job, and if a decision is made to select that individual, an offer will be extended. Nothing in this paragraph shall require UTMB to hire any particular individual, nor is UTMB required to hire any specific number of former employees.

d. A reasonable period of time, not to exceed twenty (20) working days from the date that a vacancy or potential employment opportunity is first made public, will be provided to allow each former employee to apply for reemployment. Available jobs will be posted on UTMB's job posting website: <http://www.utmb.edu/hcm>. A notice of the reemployment procedures set forth in this Section 3 will be posted at <http://www.utmb.edu/hcm>. The twenty (20) working-day application period may be extended for good cause. Former employees who reject a reemployment opportunity that was initiated by the former employee hereunder will be removed from the Reemployment List.

e. A former employee who is rehired as set forth in this paragraph above will have his or her sick leave balance restored if reemployed by UTMB to the maximum amount permitted by law pursuant to Tex. Government Code Section 661.205.

3.3 Notwithstanding the provisions in Section 3.2 of this Agreement, Defendants and UTMB will be excused from rehiring a former UTMB employee if in the sole and exclusive judgment of the person making the hiring decision the former employee is not qualified for the position being sought or if the person determines that there is a more qualified candidate for the position. For purposes of this section, whether a former employee is more qualified than an other applicant will be based on subjective analysis and objective considerations such as education, professional experience, professional skills and prior work experience, Specifically, it shall not be good cause to deny reemployment because sick time reinstatement or length of service in the UT System would cause the former employee on the Reemployment List to receive more in benefits or salary than a new hire not on the Reemployment List would receive for the same job. If Defendants and UTMB exercise their rights under this provision, the former UTMB employee shall have a right of appeal to the Hon. Susan Soussan. The scope of this appeal shall be very limited: the sole and exclusive purpose of such an appeal would be to have the Hon. Susan Soussan determine whether good cause existed for UTMB's decision not to rehire the employee because such employee was not qualified for the position or because there was a more qualified candidate

for the position or there were any other legitimate good faith reason(s) why UTMB was justified in not rehiring the former employee. The former UTMB employee shall bear the burden of proof which shall be a by a preponderance of the evidence. If the Hon. Susan Soussan concludes that UTMB did have good cause when it decided not to rehire the former employee in question, there will be no further appeal for the former employee and that former employee shall have no further claim of any kind against UTMB or any of the Defendants in connection with or related to the decision not to hire that former employee. If the Hon. Susan Soussan concludes that UTMB did not have good cause for not rehiring the former employee in question, the employee shall be rehired promptly as set forth herein and there will be no further appeal for UTMB. The decision of the Hon. Susan Soussan is binding on both parties. The Rules of AAA arbitration apply to all such hearings before the Hon. Susan Soussan although the arbitration will not be conducted by the AAA. All parties to each appeal shall share equally the costs of such appeal, including the professional fees of the Hon. Susan Soussan.

3.4 Defendants agree not to retaliate or seek retribution against Kay Sandor or other Plaintiffs who may become future employees of Defendants or UTMB-Galveston based on her participation as a plaintiff in the Lawsuit.

3.5 Defendants agree to pay \$22,500 in attorney's fees to Joe Jaworski, counsel for Plaintiffs. The Parties expressly agree that this payment is in no way an admission by Defendants of any of Plaintiffs' allegations in the Lawsuit, and Defendants continue to expressly deny the allegations made by Plaintiffs.

3.6 The Parties agree to execute and file the Agreed Motion to Dismiss the Lawsuit with Prejudice, attached hereto at **Exhibit A**, such motion to be filed by counsel for Defendants within five (5) days of receipt of the fully executed settlement agreement.

**3.7** (a). For and in consideration of the terms of this Agreement, while expressly retaining the rights set forth in subsection 3.7(b) below, Plaintiffs hereby **RELEASE, ACQUIT** and forever **DISCHARGE** Defendants, and any and all of their employees, former employees, officers, directors, agents, representatives, attorneys, predecessors, successors, assigns, subsidiaries, divisions, and any and all others persons or entities in privity with Defendants, from any and all claims, demands, causes of action, lawsuits, obligations, actions, judgments, and liens of any kind whatsoever, whether in equity, law or any other form, sounding in contract, debt, warranty, tort or any other statutory, regulatory, common law or equitable actions, for equitable, injunctive or declaratory relief, actual or

compensatory damages, or punitive and/or exemplary damages or penalties of any kind, whether now known, unknown, asserted, unasserted, foreseen, unforeseen, contingent, actual, liquidated or unliquidated, that could have brought involving, concerning, arising out of or relating in any way to 1) the claims that were or could have been asserted in the Lawsuit, 2) the reduction in force that occurred at University of Texas Medical Branch at Galveston in November of 2008 and the subsequent actions taken by Defendants to conduct or implement the reduction in force, and 3).and all meetings of the Board of Regents held prior to the date of this Agreement.

(b). The Parties to this Agreement expressly acknowledge and agree that TFA members William Jacobs, Eric Smith, Nancy Wills, Thomas Albrecht, David Konkel, Victor Reyes, Golda Leonard and David Hudnall may pursue their rights of grievance, appeal and litigation arising out the November 2008 reduction in force at the University of Texas Medical Branch in Galveston and plaintiffs and plaintiffs' attorneys may assist them without violating this agreement. Further, this Agreement shall never be construed in any way – whether express or implied – to prohibit Plaintiffs and the Texas Faculty Association, on behalf of themselves and their respective employees, officers, directors, agents, partners, relatives,

representatives, attorneys, predecessors, successors, heirs, assigns, subsidiaries, divisions, and any and all other persons or entities in privity with them, from pursuing rights and remedies in any forum, including but not limited to grievance, appeal or litigation, arising out of any act committed after the November 2008 reduction in force at the University of Texas Medical Branch in Galveston that is not related to the reduction in force.

**3.8** (a) For and in consideration of the terms of this Agreement, while expressly retaining the rights set forth in subsection 3.8(b) below, Plaintiffs and the Texas Faculty Association agree on behalf of themselves and their respective employees, officers, directors, agents, partners, relatives, representatives, attorneys, predecessors, successors, heirs, assigns, subsidiaries, divisions, and any and all other persons or entities in privity with them, agree and covenant NOT TO SUE nor to institute or prosecute claims against the Defendants with their officers, directors, shareholders, agents, attorneys and affiliates, arising from the matters that are discussed in the Lawsuit or the reduction in force that was implemented in November 2008 at the University of Texas Medical Branch at Galveston including the subsequent actions taken by Defendants to conduct or implement the reduction in force, from now until the end of time. Furthermore, the Plaintiffs and the Texas

Faculty Association agree that they will not assist or support any other individuals or groups in the bringing of a lawsuit against Defendants related to the reduction in force that was implemented in November 2008 at the University of Texas Medical Branch at Galveston including the subsequent actions taken by Defendants to conduct or implement the reduction in force or any alleged violations of the Texas Open Meetings Act arising out of any U.T. System Board of Regents' meetings occurring prior to the date of this Agreement as set forth in the Lawsuit, from now until the end of time. This provision is intended and understood by all Parties to be a covenant not to sue made by the Plaintiffs and the Texas Faculty Association – the broadest covenant allowed under Texas law.

(b). The Parties to this Agreement expressly acknowledge and agree that TFA members William Jacobs, Eric Smith, Nancy Wills, Thomas Albrecht, David Konkel, Victor Reyes, Golda Leonard and David Hudnall may pursue their rights of grievance, appeal and litigation arising out the November 2008 reduction in force at the University of Texas Medical Branch in Galveston and plaintiffs and plaintiffs' attorneys may assist them without violating this agreement. Further, this Agreement shall never be construed in any way – whether express or implied – to prohibit Plaintiffs and the Texas Faculty Association, on behalf of themselves and

their respective employees, officers, directors, agents, partners, relatives, representatives, attorneys, predecessors, successors, heirs, assigns, subsidiaries, divisions, and any and all other persons or entities in privity with them, from pursuing rights and remedies in any forum, including but not limited to grievance, appeal or litigation, arising out of any act committed after the November 2008 reduction in force at the University of Texas Medical Branch in Galveston that is not related to the reduction in force

**3.9** The Parties agree and acknowledge that this Agreement is being made in settlement of disputed claims so that the Parties might avoid the burden of additional time and expenses incurred in connection with the Lawsuit. Nothing contained herein shall be construed to be an admission of liability or potential liability on the part of Plaintiffs or Defendants, all such liability being expressly denied by each.

**3.10** The Parties expressly acknowledge and agree that this Agreement, along with all related drafts, motions, pleadings, conversations, negotiations and correspondence, constitute an offer to compromise and a compromise within the meaning of Texas Rule of Evidence 408 and any equivalent rule of evidence of any State. In no event shall the Agreement, any of its provisions or any negotiations,

drafts, statements or court proceedings relating to its provisions in any way be construed, offered or received into evidence as an admission of the validity of any claim or any fact alleged by Plaintiffs in the Lawsuit or in any pending or subsequently-filed action, of any wrongdoing, fault, violation of law, or liability of any kind on the Defendants' part, or an admission by it of any claim or allegation made in the Lawsuit or in any action, nor as an admission by Plaintiffs or their counsel of the validity of any fact or defense asserted by Defendants in the Lawsuit or in any action.

#### **4 GOVERNING LAW.**

**4.1** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **5. VENUE**

**5.1** The Parties and Texas Faculty Association agree that any and all disputes of any kind related in any way to this Agreement shall be adjudicated in the District Court of Harris County, Texas. Harris County, Texas shall be the sole and exclusive court to have any jurisdiction to hear any dispute of any kind related in any way to this Agreement.

## **6. SEVERABILITY.**

**6.1** If any provision of this Agreement shall for any reason or to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

## **7. HEADINGS.**

**7.1** The headings used in this Agreement are used for administrative purposes only and do not constitute substantive material to be considered in construing the terms of this Agreement.

## **8. MISCELLANEOUS PROVISIONS.**

**8.1** It is intended by the undersigned that this Agreement shall be complete and shall not be subject to the claim of mistake of fact or law by the Parties. The waiver by either Party hereto of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any breach or any other provision herein, nor shall failure to enforce any provision herein operate as a waiver at such time or at any future time of performance of any other provision herein.

**8.2** It is expressly understood and agreed that the Parties shall bear their own costs, attorneys' fees, and expenses associated with the Lawsuit and Counterclaim.

**8.3** The Parties understand and agree that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed and delivered on the date inscribed below their respective signatures, and the individuals signing this Agreement on behalf of Texas Faculty Association, the University of Texas System, and the UT System Board of Regents warrant and represent that they have the authority to bind their respective entities to the terms of this Agreement.

KAY SANDOR

\_\_\_\_\_  
Dated:\_\_\_\_\_

DIANA PUC CETTI

\_\_\_\_\_  
Dated:\_\_\_\_\_

ALLEN LECORNU

\_\_\_\_\_  
Dated:\_\_\_\_\_

THOMAS ALBRECHT

\_\_\_\_\_  
Dated:\_\_\_\_\_

THE TEXAS FACULTY ASSOCIATION

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

Dated:\_\_\_\_\_

THE UNIVERSITY OF TEXAS SYSTEM

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

H. SCOTT CAVEN, ON BEHALF OF HIMSELF AS CHAIRMAN OF THE UT SYSTEM BOARD OF REGENTS, AND ON BEHALF OF JAMES R.HUFFINES, ROBERT B.ROWLING, JOHN W.BARNHILL, JR., JANIECE LONGORIA, COLLEEN MCHUGH, JAMES D. DANNENBUM, PAUL FOSTER, AND PRINTICE L. GARY, EACH IN THEIR OFFICIAL CAPACITY AS REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

On April \_\_\_\_\_, 2009, before me personally appeared Kay Sandor, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the Settlement Agreement and Release and has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_ of April, 2009.

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Notary Public in and for the State of Texas

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

On April \_\_\_\_\_, 2009, before me personally appeared Diana Puccetti, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the Settlement Agreement and Release and has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_ of April, 2009.

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Notary Public in and for the State of Texas

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

On April \_\_\_\_\_, 2009, before me personally appeared Allen Lecornu, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the Settlement Agreement and Release and has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ of April, 2009.

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Notary Public in and for the State of Texas

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

On April \_\_\_\_\_, 2009, before me personally appeared Thomas Albrecht, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the Settlement Agreement and Release and has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ of April, 2009.

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Notary Public in and for the State of Texas

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

On April \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_ on behalf of The Texas Faculty Association, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the Settlement Agreement and Release and has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_ of April, 2009.

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Notary Public in and for the State of Texas

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

On April \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_ on behalf of The University of Texas System, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the Settlement Agreement and Release and has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ of April, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

On April \_\_\_\_\_, 2009, before me personally appeared H. Scott Caven, on behalf of himself as Chairman of the UT System Board of Regents, and on behalf of James R. Huffines, Robert B. Rowling, John W. Barnhill, Jr., Janiece Longoria, Colleen McHugh, James D. Dannenbaum, Paul Foster, and Printice L. Gary, each in their official capacity as Regents of the University of Texas System, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the Settlement Agreement and Release and has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_ of April, 2009.

---

Notary Public in and for the State of Texas

CAUSE NO. 08CV1195

KAY SANDOR, DIANA PUC CETTI,	§	IN THE DISTRICT COURT OF
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TEXAS FACULTY ASSOCIATION	§	
	§	
v.	§	
	§	
THE UNIVERSITY OF TEXAS	§	
SYSTEM,	§	
H. SCOTT CAVEN,	§	
IN HIS OFFICIAL CAPACITY AS	§	
CHAIRMAN OF THE UT SYSTEM	§	GALVESTON COUNTY, TEXAS
BOARD OF REGENTS,	§	
JAMES R.HUFFINES, ROBERT	§	
B.ROWLING, JOHN W.BARNHILL,	§	
JR., JANIECE LONGORIA, COLLEEN	§	
MCHUGH, JAMES D. DANNENBUM,	§	
PAUL FOSTER, AND PRINTICE L.	§	
GARY, EACH IN THEIR	§	
OFFICIAL CAPACITY AS REGENTS	§	
OF THE UNIVERSITY OF TEXAS	§	
SYSTEM	§	405 <sup>TH</sup> JUDICIAL DISTRICT

**AGREED MOTION TO DISMISS WITH PREJUDICE**

TO THE HONORABLE JUDGE OF THIS COURT:

COME NOW, Plaintiffs Kay Sandor, Diana Puccetti, Allen LeCornu, Thomas Albrecht and The Texas Faculty Association and Defendants The University of Texas System, H. Scott Caven, James R. Huffines, Robert B. Rowling, John W. Barnhill, Jr., Janiece Longoria, Colleen McHugh, James D. Dannenbaum, Paul Foster, and Printice L. Gary (collectively, the “Parties”), and

file this Joint Motion to Dismiss with Prejudice, and in support thereof would show this Court as follows:

WHEREFORE, the Parties have resolved their differences and settled all claims, causes of action, and counterclaims arising out of and related to the above-entitled action. Accordingly, the Parties hereby request that this Court enter an order dismissing all claims, causes of action, and counterclaims asserted in the above-entitled action, **with prejudice** to refiling the same.

Respectfully submitted,

By: \_\_\_\_\_

David J. Beck  
Texas State Bar No. 00000070  
Alistair B. Dawson  
Texas State Bar No. 05596100  
Timothy Cleveland  
Texas State Bar No. 24055318  
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ATTORNEYS FOR DEFENDANTS

---

Joe Jaworski  
State Bar No. 10593200  
The Jaworski Law Firm  
2301 Stand Street, Ste. 200  
T. Jeff League Building  
Galveston, Texas 77550

ATTORNEYS FOR PLAINTIFFS

CAUSE NO. 08CV1195

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CHAIRMAN OF THE UT SYSTEM	§	GALVESTON COUNTY,
TEXASBOARD OF REGENTS,	§	
JAMES R.HUFFINES, ROBERT	§	
B.ROWLING, JOHN W.BARNHILL,	§	
JR., JANIECE LONGORIA, COLLEEN	§	
MCHUGH, JAMES D. DANNENBUM,	§	
PAUL FOSTER, AND PRINTICE L.	§	
GARY, EACH IN THEIR	§	
OFFICIAL CAPACITY AS REGENTS	§	
OF THE UNIVERSITY OF TEXAS	§	
SYSTEM	§	405 <sup>TH</sup> JUDICIAL DISTRICT

**ORDER**

Came on to be heard the AGREED Motion to Dismiss with Prejudice of Plaintiffs Kay Sandor, Diana Puccetti, Allen LeCornu, Thomas Albrecht and The Texas Faculty Association and Defendants The University of Texas System, H. Scott Caven, James R. Huffines, Robert B. Rowling, John W. Barnhill, Jr., Janiece Longoria, Colleen McHugh, James D. Dannenbaum, Paul Foster, and Printice L.

Gary (collectively, the “Parties”), and this Court having considered the Parties’ Agreed Motion, finds that it should be **GRANTED**. It is therefore

**ORDERED** that all claims and/or causes of action asserted by Plaintiffs Kay Sandor, Diana Puccetti, Allen LeCornu, and The Texas Faculty Association in the above-entitled action are hereby **DISMISSED WITH PREJUDICE**. It is further

**ORDERED** that the Parties shall bear their own costs, expenses and attorneys’ fees in this matter.

**SO ORDERED.**

Signed this the \_\_\_\_ day of \_\_\_\_\_, 2009.

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THE HONORABLE WAYNE J. MALLIA