

MASTER SETTLEMENT AGREEMENT AND RELEASE

This Master Settlement Agreement and Release (“MSA”) is made and entered into as of this 6th day of March, 2020 (the “Effective Date”), by and between Claimants’ Counsel, as authorized counsel for the individuals listed on Appendices A through C hereto, on the one hand, and The Ohio State University (“OSU”), on the other hand.

RECITALS

WHEREAS, Claimants filed the lawsuits identified in Appendices A through C hereto, asserting claims under Title IX, among others, against OSU arising from the conduct of Dr. Richard Strauss (the “Actions”);

WHEREAS, the Parties state that they have agreed to compromise and settle the Actions (i) to provide benefits and assistance to Claimants; (ii) to avoid the substantial burden, expense, and uncertainties that would be involved in litigating the Actions to conclusion; and (iii) to release the Released Claims;

WHEREAS, the Parties and Claimants’ Counsel believe that the terms and conditions of this MSA are fair, reasonable, adequate, and proper, and acknowledge that this MSA is a result of extensive arms-length negotiations between the Parties;

WHEREAS, in March, 2018, a former wrestler reported allegations related to Dr. Richard Strauss to OSU; from the start, OSU took these allegations seriously and adhered to its principles of transparency, integrity and empathy; in rapid response, by April 5, 2018, OSU had launched an investigation into the allegations and had reported them to the Columbus Police Department; and now OSU wishes to reconcile and restore the bond between itself and its former students and alumni, and join with them in the healing process;

NOW, THEREFORE, in consideration of the mutual promises and agreements, covenants, representations, and warranties set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound;

IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, that the Parties’ claims will be fully settled, compromised, and released, and the Actions will be dismissed with prejudice as to all Parties, upon and subject to the following terms and conditions:

SETTLEMENT TERMS

1. Definitions.

“Actions” means any and all of the pending actions brought by Claimants against OSU, as identified in Appendices A through C hereto.

“Claimants” means all of the Plaintiffs in the Actions as identified in Appendices A through C hereto. Their identities will be provided to OSU consistent with the anonymity orders entered into by the Court in the Actions.

“Claimants’ Counsel” means all of the undersigned attorneys representing the Claimants and executing this MSA on behalf of the Claimants, as set forth in the signature pages to this MSA.

“Court” means Judge Michael H. Watson of the United States District Court for the Southern District of Ohio, Eastern Division.

“Effective Date” has the meaning ascribed to it in the preamble.

“Eligible Claimant” is defined in Section 3 of this MSA.

“Enrolled Claimant” is defined in Section 3 of this MSA.

“Evaluation Process” is defined in Section 6 of this MSA.

“Jeckering Group” means the law firms of Jeckering & Associates LLC and Albers Law Firm.

“Lantzy Group” means the law firms of Buckfire & Buckfire P.C. and Barkan Meizlish DeRose Wentz McInerney Peifer, LLP.

“Law Firm Groups” means the Schulte Group, the Lantzy Group, and the Jeckering Group.

“Master Settlement Agreement and Release” or “MSA” has the meaning ascribed to it in the preamble.

“OSU” means (i) The Ohio State University and each and all of its affiliated entities and departments, including but not limited to the OSU Sports Medicine Clinic and Student Health Clinic, (ii) the Board of Trustees of The Ohio State University, (iii) all counsel to OSU, including but not limited to Perkins Coie LLP; (iv) any and all other past, present and future affiliated entities and departments; and (v) all current and former officers, employees, agents, attorneys, advisors, insurers, and representatives, in their official and individual capacities.

“Participating Claimants” is defined in Section 3 of this MSA.

“Participation Deadline” is defined in Section 3 of this MSA.

“Parties” means OSU, Claimants and Claimants’ Counsel.

“Program” means the Settlement Fund, Evaluation Process, claims submitted in connection with the Settlement Fund, and/or the process of administering the Settlement Fund and evaluating claims, as described in Sections 3 through 6 of this MSA.

“Qualified Settlement Fund” or “QSF” means a fund, account, or trust established in accordance with 26 C.F.R. § 1.468B-1.

“Release” means the Full And Final Release And Covenant Not To Sue, attached hereto as Appendix E.

“Released Parties” is defined in Section 8 of this MSA.

“Released Claims” is defined in Section 8 of this MSA.

“Schulte Group” means the law firms of Wright and Schulte, LLC and The Sams Law Firm.

“Settlement Evaluation Panel” is defined in Section 6 of this MSA.

“Settlement Amount” is defined in Section 6 of this MSA.

“Settlement Fund” is defined in Section 4 of this MSA.

“Special Master” is defined in Section 6 of this MSA.

“Stipulation of Dismissal with Prejudice” means an executed stipulation of dismissal with prejudice in the form attached as Appendix F hereto.

“Walk-Away Right” is defined in Section 3 of this MSA.

2. Conditions Precedent.

The obligation of OSU to fulfill its obligations under this MSA is subject to satisfaction of the following conditions precedent (any or all of which may be waived by OSU in its sole discretion):

- (a) Receipt of executed Releases for at least 98% of the Participating Claimants (including all Claimants who have made whistleblower and/or unlawful retaliation allegations).
- (b) Court approval of a QSF, as set forth in Section 5 below.
- (c) Agreement on one or more Claimants who will actively participate in the OSU Task Force on Sexual Abuse, as set forth in Section 7 below.
- (d) Approval of the Attorney General of Ohio.

If one or more of the conditions precedent set forth in this Section 2 are not satisfied and not waived, OSU, in its sole discretion, may, upon written notice to Claimants’ Counsel, terminate this MSA and OSU’s obligations hereunder will immediately cease. The Parties’ confidentiality obligations, including their obligations under S.D. Ohio Rule 16.3(c) and paragraph 3.5 of the Southern District of Ohio Supplemental Procedures for Alternative Dispute Resolution governing mediation confidentiality, shall remain in effect.

3. Eligibility for and Participation in the Program.

Only the Claimants listed in Appendices A-C hereto are eligible to participate in the Program (“Eligible Claimants”). Claims may only be made in the name of the individual Eligible Claimant identified in Appendices A-C hereto. Claims may not be assigned or transferred. Each Eligible Claimant may only submit a single claim in the Program.

The Parties agree that all three Law Firm Groups with Eligible Claimants on Appendices A through C must participate in the Program by executing this MSA. In the event that all three Law Firm Groups do not execute this MSA, this MSA and the Program will become null and void and unenforceable, no monies shall be owed by OSU, and OSU’s obligations hereunder will immediately cease.

After a Law Firm Group elects to participate in the Program by executing this MSA, its Eligible Claimants shall become “Participating Claimants.” The three Law Firm Groups collectively represent 162 Participating Claimants.

Each Participating Claimant shall execute the Release within 30 days after the MSA is fully executed by Claimants’ Counsel and OSU (“Participation Deadline”). The Participation Deadline may be extended by 14 days upon notification to counsel for OSU prior to the Participation Deadline.

Claimants’ Counsel shall forward each such executed Release within 7 days of receipt to counsel for OSU. Within 7 days after the final Participation Deadline, Claimants’ Counsel shall provide to counsel for OSU the names of all Participating Claimants who have failed to submit an executed Release, and the reasons why each such Claimant has failed to submit an executed Release.

Claimants’ Counsel has represented that they are able to secure participation of at least 98% of the Participating Claimants in the Program, including all Claimants who have made whistleblower and/or unlawful retaliation allegations. In the event that Claimants’ Counsel fail to timely submit executed Releases for 98% of Participating Claimants (or fail to secure Releases from all Claimants who have made whistleblower and/or unlawful retaliation allegations), OSU shall have the option, at its sole discretion, to terminate and void any or all executed Releases by providing written notice of such election to Claimants’ Counsel within 67 days (or 81 days if the Participation Deadline has been extended by 14 days) after full execution of the MSA by OSU and Claimants’ Counsel (OSU’s “Walk-Away Right”). If OSU timely exercises this option, this MSA and the Program will terminate and become null and void and unenforceable, no monies shall be owed by OSU, and all executed Releases shall be returned to the applicable Claimants’ Counsel or destroyed. Notwithstanding OSU’s exercise of its Walk-Away Right, the Parties’ confidentiality obligations, including their obligations under S.D. Ohio Rule 16.3(c) and paragraph 3.5 of the Southern District of Ohio Supplemental Procedures for Alternative Dispute Resolution governing mediation confidentiality, shall remain in effect.

By executing a Release, each Participating Claimant shall be deemed to have agreed to be bound by all of the terms and conditions of the MSA and the Program, and shall be deemed to have enrolled in the Program. Enrollment in the Program is irrevocable. A Participating Claimant who enrolls in the Program shall be an “Enrolled Claimant.” An Enrolled Claimant may only pursue his claim in the Program and may not pursue his claim in any other court of law or other proceeding. No Enrolled Claimant may under any circumstances or for any reason withdraw from the Program, request the return or revocation of his executed MSA or Stipulation of Dismissal with Prejudice, or otherwise exit the Program, regardless of the amount of any individual settlement payment, and even if Enrolled Claimant is awarded no settlement payment.

Participation in the Program does **not** guarantee a Claimant will receive a settlement payment.

The dates in this section are subject to change by agreement of the Parties.

4. Settlement Fund Amount.

The Released Claims are to be settled for the total, collective sum not to exceed \$40,913,265.24 (the "Settlement Fund") (the product of 162 Participating Claimants multiplied by \$252,551.02), plus an additional sum not to exceed \$500,000.00, to be used exclusively for payment of the costs required to evaluate claims and administer the Program (the "Administration Fund"). The Settlement Fund is non-reversionary and all \$40,913,265.24 will be distributed to the Participating Claimants by the Special Master through the allocation (assuming the 98% participation rate set forth in Section 3 is met, and also subject to the liquidated damages provisions of Section 20 of this MSA). Under no circumstances are funds from the Administration Fund to be used for payment of attorneys' fees. Notwithstanding any other provision in this MSA, the obligation of OSU to make any monetary payments is capped at the total amount of the Settlement Fund plus the Administration Fund.

5. Qualified Settlement Fund.

Promptly upon execution of the MSA, Claimants' Counsel shall take all steps necessary to establish a Qualified Settlement Fund ("QSF") account with a duly formed financial institution. In conjunction and coordination with OSU, Claimants' Counsel shall file, at a time mutually agreeable to OSU, an appropriate motion with the Court seeking court approval of the QSF. Within 14 days after (1) OSU's Walk-Away Right having expired (without such right having been exercised), and (2) the Court having issued an order approving a QSF, OSU will deposit into the QSF an amount equal to the Settlement Fund plus the Administration Fund. OSU will have no further obligation to pay any amount under this MSA. All costs associated with the administration of the QSF shall be paid from the Administration Fund, up to the amount of \$500,000.00. Claimants and Claimants' Counsel are responsible for any costs associated with the administration of the QSF in excess of \$500,000.00.

6. Settlement Evaluation and Allocation.

In consideration of the representations, warranties and promises made herein, Claimants agree to participate in a voluntary, binding process to allocate entitlement to a portion of the Settlement Fund (the "Evaluation Process").

The Parties agree that, subject to Court approval, the Evaluation Process shall be administered by Matthew Garretson as Special Master ("Special Master"). Matthew Garretson has received trauma informed care training and is experienced in the area of sexual trauma claim evaluation. The Special Master shall be solely responsible for the development and initial implementation of the allocation model.

The Parties agree that a panel of three qualified individuals will be appointed to aid the Special Master in the Evaluation Process. Collectively, these individuals are referred to herein as the "Settlement Evaluation Panel." The Parties agree that one panel member shall be appointed by Wright & Schulte, one member shall be appointed by the Special Master, and one member shall

be appointed by OSU through its counsel. The member appointed by the Special Master shall have experience in counseling or treating survivors of sexual trauma.

The Special Master shall be responsible for establishing a method for calculating the amount of the settlement payment due to each Enrolled Claimant (the "Settlement Amount"). The methodology shall include a tiering system for assigning values to Enrolled Claimants based on the severity of the alleged conduct the Enrolled Claimant suffered as well as other circumstances deemed by the Special Master to impact the claim value, as in the proposed form attached hereto as Appendix D for consideration by the Special Master. Each Enrolled Claimant shall also be required to submit a claim form, a proposed form of which is attached as Appendix G hereto. The Evaluation Process shall be confidential, and any results or information therefrom will be shared with Claimants' Counsel and OSU only as permitted in this MSA. The Special Master shall have full discretion in determining the proper tiering structure and claim form for case evaluation. The Special Master shall provide to Claimants' Counsel and to OSU a copy of the Special Master's allocation model and a copy of the claim form to be provided to Enrolled Claimants. The allocation model created by the Special Master will be provided to Participating Claimants for review to obtain their informed consent prior to executing the Release.

The Settlement Evaluation Panel shall be responsible for reviewing and approving the Settlement Amounts after the final allocation by the Special Master. The decisions of the Settlement Evaluation Panel, including allocation decisions, shall be final but subject to an appeal based upon a claim of error in the application of the allocation model. The option for an appeal shall be available to all Enrolled Claimants after the allocation decisions are conveyed to the Enrolled Claimants. The Settlement Evaluation Panel shall also review and rule on any appeals by Enrolled Claimants of their Settlement Amount. The Special Master will provide guidelines and procedures on the appeal process as part of the allocation model. Enrolled Claimants may request an interview with the Special Master to aid the Special Master and the Settlement Evaluation Panel in better understanding the Enrolled Claimant's responses to the claim form. Further, the Special Master shall interview all Enrolled Claimants with claims alleging anal rape or oral rape. Also, the Special Master may interview any Enrolled Claimant, at the Special Master's discretion, if clarification is needed with respect to any responses on the claim form. Such interviews may be conducted in-person, through a video chat telecommunications application, or other similar technology provided by and/or approved by the Special Master. Any interviews conducted by the Special Master will be transcribed and available to the Settlement Evaluation Panel for review. All transcriptions will be confidential and not disclosed to anyone outside the Settlement Evaluation Panel, the Special Master, and Claimants' Counsel. All interviews will be conducted under penalty of perjury. Notwithstanding any other provision in this MSA, the Special Master, subject to the review and approval by the full Settlement Evaluation Panel shall have the obligation, and full discretion, to institute reasonable procedures to detect and prevent deception, dishonesty, and fraud. Such procedures are in the discretion of the Special Master and must be implemented through a trauma-informed and survivor-sensitive lens and may require additional supporting submissions. At a minimum, it is mandatory that each Enrolled Claimant must provide appropriate information and any corroborating documents, submitted under penalty of perjury, in a format to be determined by the Special Master, subject to review and approval by the Settlement

Evaluation Panel, designed to provide information sufficient to allow the Settlement Evaluation Panel to reasonably confirm:

- That the Enrolled Claimant is male;
- That the Enrolled Claimant attended OSU as a student during the period Strauss was employed by OSU (for purposes of this MSA, September 1, 1978 to February 28, 1998);
- If a student-athlete, the sport(s) in which the Enrolled Claimant participated;
- That the Enrolled Claimant was examined by Strauss during the time period of the Enrolled Claimant's student attendance at OSU;
- That the Enrolled Claimant was abused or harassed by Strauss during the time period of the Enrolled Claimant's student attendance at OSU; and
- That the information the Enrolled Claimant provided in support of his claim is true.

The submission of claims that are deceptive, dishonest, or fraudulent will violate the criminal laws of the United States, and subject those responsible to criminal prosecution.

In the event the Settlement Evaluation Panel determines that an Enrolled Claimant or his counsel has used deception, dishonesty, or fraud in connection with the claim or the Program:

- The Settlement Evaluation Panel shall notify the Claimants' Counsel and counsel for OSU.
- The claim shall be denied, the Enrolled Claimant will receive no Settlement Funds, and the Enrolled Claimant immediately shall cease to have any further rights under the Program, but such Enrolled Claimant's executed MSA and Stipulation of Dismissal with Prejudice shall be valid and irrevocable, and shall bar any future claims by the Enrolled Claimant.
- Each such Enrolled Claimant (if the Settlement Evaluation Panel makes such determination in respect of such Enrolled Claimant) and such counsel may be subject to further consequences, including, but not limited to, disgorgement of any settlement payment previously paid to or with respect to such Claimant.

The Settlement Evaluation Panel shall use its best efforts to complete the Evaluation Process and make all final determinations as to claims, in accordance with this Section as detailed above, no later than 120 days from the execution of this MSA. This Section is subject to an extension by the Special Master in the event the 120-day deadline is not met. The Parties agree and understand that the Special Master and the Settlement Evaluation Panel shall not be considered agents or vendors of either Claimants' Counsel or OSU, nor does Claimants' Counsel or OSU have any control or authority over the Special Master or the Settlement Evaluation Panel or their respective processes.

Each Enrolled Claimant waives the right to receive any punitive damages, and each Enrolled Claimant understands and agrees that no settlement payment is, or shall be deemed to be, attributable to punitive damages.

7. OSU Task Force on Sexual Abuse.

Claimants' Counsel and OSU agree that one or more Claimants will participate actively as members of OSU's Task Force on Sexual Abuse. The identity of such Claimants must be mutually agreeable to Claimants' Counsel and OSU.

8. Release Of Claims.

Claimants, as well as their respective assigns, heirs, executors, guardians, administrators, successors, representatives, agents, partners, attorneys and/or anyone claiming by or through them hereby unconditionally, irrevocably and forever release, resolve, relinquish, and discharge OSU, its past, current and/or present officers, directors, trustees, representatives, attorneys, agents, affiliates, divisions, predecessors, successors, assigns, subsidiaries, insurers, suppliers, other related entities, heirs, executors, guardians, administrators, personal representatives, current and former employees and/or anyone acting on OSU's behalf (collectively, the "Released Parties") from any and all past, present or future claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages (compensatory, punitive or otherwise), losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, both direct and derivative, whether based on any past, present or future federal law, state law, common law, territorial law, foreign law, revived statute or law (including, but not limited to, any statute or law reviving or altering the applicable statute of limitations), contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that arise out of or relate in any way to (i) the Actions; (ii) the facts or allegations (express or implied) that give rise to the Actions; (iii) claims that have been, could have been, or should have been asserted in the Actions or otherwise; (iv) the conduct, actions or omissions of Dr. Richard Strauss; (v) a sexually hostile or abusive environment at OSU (including but not limited to the OSU Athletic Department, Student Health Services, Larkins Hall or elsewhere), or deliberate indifference thereto; (vi) unlawful retaliation; (vii) actual or heightened risk of sexual harassment, discrimination, misconduct, abuse or assault, or deliberate indifference thereto; (viii) claimed deliberate indifference on the part of OSU; and (ix) claimed acts, failures to act, errors or omissions on the part of OSU (collectively, the "Released Claims").

For the avoidance of doubt, Released Claims include any claims or complaints Claimants may have arising from any aspect of the review of claims, allocation or distribution of the Settlement Fund, or conduct of the Settlement Evaluation Panel, including claims by those Claimants who may be dissatisfied with their settlement payments. This release of claims shall be interpreted to the fullest extent of *res judicata* principles.

Claimants further agree that they will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or related in any way to the Released Claims.

Without limiting the foregoing, the Released Claims specifically extend to claims that Claimants do not know or suspect to exist in their favor at the time that the MSA becomes effective.

This Section constitutes a waiver, without limitation as to any other applicable law, of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Claimants understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, Claimants acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the MSA, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the Releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

Claimants Counsel and Claimants agree and covenant, and each Claimant will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims, or otherwise to assist or encourage others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

Each Claimant agrees to indemnify and hold harmless the Released Parties against any and all loss, damages, liabilities or expense from any and all further claims, demands and actions that may hereafter or at any time be brought against the Released Parties relating in any way to the Released Claims of the Claimant, including but not limited to, any claims, demands or actions asserted by any other relation or family member of the Claimant, or anyone subrogated to the rights of the Claimant.

Claimants submit and OSU does not dispute that the settlement amount paid in this settlement constitutes damages on account of personal physical injuries or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

9. Claimants' Counsel To Recommend Settlement.

While nothing in this MSA is intended to operate as a restriction on the right of Claimants' Counsel to practice law within the meaning of Ohio Rule of Professional Conduct 5.6(b), it is agreed that (except to the extent waived by OSU in its sole discretion in any instance): By executing this MSA, Claimants' Counsel will use good faith efforts to secure the participation of all Participating Claimants. If any such Claimant disregards the recommendation above, or for any other reason fails to timely participate in the Program, Claimants' Counsel shall take all necessary

steps, to the extent permitted by Ohio Rules of Professional Conduct 1.16 and 5.6, to disengage and withdraw from the representation of such Claimant and to forego any interest in such Claimant.

10. No Intent to Solicit New Clients.

While nothing in this MSA is intended to operate as a restriction on the right of Claimants' Counsel to practice law within the meaning of Ohio Rule of Professional Conduct 5.6(b), Claimants' Counsel hereby represent and warrant that they have no present intention to solicit any new client to bring any claim against any of the Released Parties in any way. Claimants' Counsel affirms, to the extent permitted by the Ohio Rules of Professional Conduct, that they will not pursue any claims against any of the Released Parties arising from a review of any confidential documents or information produced in the Actions. Within 30 days of execution of this MSA, Claimants and Claimants' Counsel will return to OSU and/or destroy all confidential documents and data produced to Claimants and Claimants' Counsel.

11. Cessation of Advertising for New Clients.

While nothing in this MSA is intended to operate as a restriction on the right of Claimants' Counsel to practice law within the meaning of Ohio Rule of Professional Conduct 5.6(b), Claimants' Counsel represent that, they have ceased their advertising and have no present intention to create in the future, any advertisements for clients relating to similar claims against OSU involving Dr. Strauss.

12. Dismissal with Prejudice.

Within 14 days of payment of the Settlement Fund into the QSF by OSU, Claimants' Counsel shall cause to file with the Court an agreed Stipulation of Dismissal with Prejudice for each Enrolled Claimant (each party to bear its own costs, fees, and expenses) in the form attached hereto as Appendix F.

13. Attorneys' Fees and Costs.

The Parties agree that each Party shall be solely responsible for the payment of its own respective attorneys' fees, expenses, and other costs incurred in connection with the Actions and this MSA. Notwithstanding the foregoing, nothing in this Section shall affect the obligations of any insurance carrier to reimburse such fees or costs.

14. Tax Consequences.

OSU makes no representation or warranty, and provides no advice, regarding the tax consequences, if any, of this MSA or of participation in the Program. Claimants are advised to consult with appropriate legal counsel regarding any tax implications of this MSA or of participation in the Program.

15. Statute of Limitations.

In agreeing to this MSA, Claimants and Claimants' Counsel acknowledge the risks associated with continued litigation of the Actions, and the possibility of success of OSU's defenses, including the potential applicability of the statute of limitations to the claims asserted in

the Actions, and believe that, in consideration of all the circumstances, the settlement embodied in this MSA is fair, reasonable, and adequate and in the best interest of the Claimants.

16. Perkins Coie LLP.

Enrolled Claimants in their executed Release shall agree to immediately cease, and not pursue at any time in the future, any efforts to obtain any non-disclosed Perkins Coie LLP investigative materials, whether by subpoena, public records request, discovery efforts, through third parties, or otherwise. To the extent permitted by applicable state Rules of Professional Responsibility, Claimants' Counsel also hereby agrees to immediately cease, and not pursue at any time in the future, any efforts to obtain any non-disclosed Perkins Coie LLP investigative materials, whether by subpoena, public records request, discovery efforts, through third parties, or otherwise.

17. Confidentiality and Media Statements.

No aspect of this MSA or its contents (including, but not limited to, proposed claim forms and the executed Releases) shall initially be disclosed to anyone except Claimants, Claimants' Counsel, and OSU until such time as the Parties have determined the initial timing, method, content and scope of any such initial disclosure upon execution of the MSA by Claimants' Counsel and OSU. Claimants' Counsel shall cooperate with OSU as to the initial timing, method, content and scope of any such disclosures. Until and unless the Parties have determined the initial timing, method, content and scope of any such disclosure, each and every provision contained in the MSA (including, but not limited to, the proposed claim forms and the executed Releases) remains subject to S.D. Ohio Rule 16.3(c) governing mediation confidentiality and paragraph 3.5 of the Southern District of Ohio Supplemental Procedures for Alternative Dispute Resolution. Should the Parties decide to initially disclose only certain terms or provisions of the MSA, the remaining terms and provisions in the MSA shall remain confidential and shall not be disclosed. This shall not preclude the Parties from responding to any inquiries occasioned by leaks of this MSA or its existence.

The Settlement Amount for each Claimant shall also be confidential and shall not be disclosed by any Claimant except as required by law or as necessary to one's immediate family, lawyers, financial advisors, and/or tax advisors. The disclosure by a Claimant (or third party) of his Settlement Amount or by the Claimant of the Settlement Amount of any other Claimant, other than to those individuals listed above, shall result in liquidated damages to OSU in the amount of the disclosing Claimant's Settlement Amount.

Pursuant to Federal Rule of Evidence Rule 408 and any similar provisions under the laws of any state, neither this MSA nor any related documents filed or created in connection with this MSA (including, but not limited to, the proposed claim forms and the executed Releases) will be admissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce this MSA. The Parties agree the only exception to this is confidential mediation with mediator Judge Barrett subject to Section 24 of this MSA. Any materials or information obtained from OSU through discovery in the Actions shall remain confidential and shall not be used for any purpose outside of the present litigation, including in connection with any other litigation or claims against OSU.

18. Non-Disparagement.

From the outset of the allegations concerning Dr. Strauss's conduct, OSU has taken them seriously and adhered to its principles of transparency, integrity and empathy in working in good faith towards a resolution. OSU recognizes that, in order to promote the healing process contemplated by this settlement, it is important that steps begin to facilitate that restorative goal. To that end, nothing in this MSA shall preclude Enrolled Claimants from speaking about their past experiences with Dr. Strauss as part of the healing process. However, Enrolled Claimants and Claimants' Counsel, to the extent permitted by applicable state Rules of Professional Responsibility, have agreed to immediately cease, and not to engage in the future, in any disparagement of OSU's handling of this matter since March 2018, of the terms of this settlement, or of the Program.

19. No Admission of Liability.

OSU denies any liability or wrongdoing of any kind associated with the Released Claims and denies each and every material factual allegation in the Actions. To this end, the settlement of the Actions, the negotiation and execution of this MSA, and all acts performed or documents executed pursuant to or in furtherance of the MSA, and the MSA itself: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of OSU or of the truth of any of the allegations in the Actions; (ii) are not and will not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of OSU in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification; and (iv) are not and will not be deemed to be a waiver of OSU's rights, claims or defenses in the Actions or in other cases or proceedings.

20. Liquidated Damages and Injunctive Relief.

Any breach of any provision of the MSA governing confidentiality or non-disparagement by Claimants is presumed to constitute irreparable harm to OSU for which OSU is entitled to an injunction and monetary damages flowing from the breach, including, but not limited to, forfeiture or return to OSU of the breaching Claimant's Settlement Amount. These non-exclusive damages are not a penalty but are fair and reasonable. Claimants' Counsel and Claimants agree that this provision is a substantial and material provision of the MSA and an inducement for the Parties to enter into the MSA.

21. Liens.

Within 90 days from the final Participation Deadline, Claimants Counsel will provide a Medicare and Medicaid audit report that will identify all liens or garnishments held, imposed, adjudged or asserted by governmental entities or payors, Medicare, Medicaid, court order, administrative decree or other judgment, or, affirmatively state that such liens do not exist, as a prerequisite to receiving a settlement payment by providing the requested information and authorizations to OSU and/or the Settlement Evaluation Panel

Each Claimant and his counsel represents and warrants that all bills, costs, or liens resulting from or arising out of Claimant's alleged injuries or arising from or relating in any way to the Released Claims, is the responsibility of each Claimant to pay. Each Claimant agrees to assume responsibility for satisfaction of, and to indemnify, defend and hold harmless the Released Parties with regard to, all claims, liens, Medicare or Medicaid conditional payments and rights to payment, including attorneys' fees, known or unknown, arising from or relating in any way to the Released Claims, including any subrogation, medical, child support, domestic violence or other claims or liens asserted by or which could be asserted by other entities, individuals, or family members, including but not limited to any governmental entity, or anyone acting on behalf of any governmental entity. Each Claimant will secure the Released Parties' release from any such liens and/or encumbrances at the Claimant's sole expense, including any attorneys' fees, costs or other expenses which arise from or relate to such liens and/or encumbrances.

22. No Interest.

No interest accrues or is intended to accrue by virtue of execution of this MSA.

23. Other Settlements.

The Parties acknowledge that the following cases have been filed, containing collectively 195 named and John Doe plaintiffs as of the Effective Date, and remain pending: *Garrett, et al. v. The Ohio State University*, S.D. Ohio Case No. 2:18-cv-692, *Snyder-Hill, et al. vs. The Ohio State University*, S.D. Ohio Case No. 2:18-cv-00736, *Khalil, et al. vs. The Ohio State University*, S.D. Ohio Case No. 2:19-cv-4902, *Chrystal, et al. vs. The Ohio State University*, S.D. Ohio Case No. 2:19-cv-5272, *Nutter, et al. vs. The Ohio State University*, S.D. Ohio Case No. 2:19-cv-2462, *Roehlig, et al. vs. The Ohio State University*, S.D. Ohio Case No. 2:19-cv-4441, and *Ratliff vs. The Ohio State University*, S.D. Ohio Case No. 2:19-cv-4746 (the 195 named and John Doe plaintiffs and the above seven cases shall collectively be referred to as the "Remaining Strauss Cases"). The Parties further acknowledge that it is OSU's intent to attempt to settle these Remaining Strauss Cases under a master settlement agreement with monetary and other terms that are the same or similar as in this MSA. If OSU subsequently resolves any of the Remaining Strauss Cases through negotiation of a group inventory settlement, or global settlement of the Remaining Strauss Cases, OSU understands and agrees that the average negotiated inventory settlement value per claimant of any such settlement or settlement fund will not exceed the \$252,551.02 negotiated inventory settlement value per claimant in this MSA.

The provisions of this Section do not apply to separate costs negotiated or paid for settlement administration associated with resolution of any of the Remaining Strauss Cases. This Section applies only to resolution of the Remaining Strauss Cases through negotiation of a group inventory settlement or global settlement and does not apply to resolution of the Remaining Strauss Cases through any other means (e.g., through trial or motion practice). This Section also does not apply to any resolution of individual claims or other forms of financial assistance made available

to survivors of Strauss's conduct by OSU (*e.g.*, through the existing Praesidium program or a voluntary survivors' fund).

24. Exclusive Remedy for Breach of Section 23.

In the unforeseen event that OSU settles the Remaining Strauss Cases in an inventory settlement or global settlement in excess of the \$252,551.02 settlement value average per claimant ("Excess Settlement Payments"), the Parties agree that the remedy for breaching Section 23 of this MSA is confidential mediation with mediator Judge Barrett for the difference owed, which shall be calculated by taking the difference between the Excess Settlement Payments and the \$252,551.02 settlement value average per claimant paid under this MSA. The only claims permitted are breach of contract claims for breach of Section 23 of this MSA.

25. Additional Representations and Warranties.

Each Party hereby represents and warrants that such Party: (a) is represented by competent counsel with respect to the Actions, the mediation and settlement discussions, and this MSA; (b) has been fully advised by counsel with respect to his, her, or its rights and obligations and with respect to the execution of this MSA; (c) has had ample and reasonable time to consider the terms of this MSA and to confer with counsel regarding the same; (d) is not relying upon any statements, understandings, representations, expectations, inducements, or agreements other than those expressly set forth in this MSA; (e) has made his, her, or its own investigation of the facts and is relying upon his, her, or its own knowledge and advice of his, her, or its own counsel; (f) understands this MSA; and (g) is entering into this MSA voluntarily and as of his, her, or its own choice and not under coercion or duress. Each Party represents and warrants that he, she, or it has the full right and authority to enter into this MSA and to grant the releases contained herein, and the person or agent executing this MSA on his, her, or its behalf has the full right and authority to do so, and fully commit and bind such Party to this MSA. Each Party authorizes and directs his, her, or its respective counsel to execute such papers and to take such other action as is necessary and appropriate to effectuate the terms of this MSA.

26. General Provisions.

a. Entire Agreement. This MSA, including the exhibits and/or appendices hereto, constitutes the entire agreement between the Parties. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and inducements contained in this MSA.

b. Governing Law. This MSA, including any claims submitted by a Claimant pursuant to the terms of the MSA, will be governed by the laws of the State of Ohio.

c. Headings. Headings in this MSA, including any Whereas or prefatory clauses, are for convenience only and shall not limit, expand, affect, or alter the meaning of any text.

d. Jurisdiction. The Court will retain continuing and exclusive jurisdiction over the Parties to this MSA, including the Claimants, for purposes of the administration and enforcement

of this MSA and/or resolving any issues arising from or relating to the MSA, the Settlement Fund, the Evaluation Process or the Program.

e. **No Construction Against Drafter.** This MSA was drafted jointly by the Parties and, in construing and interpreting this MSA, no provision of this MSA will be construed or interpreted against any Party based upon the contention that this MSA or a portion of it was purportedly drafted or prepared by that Party.

f. **Resolution of Disputes.** The Parties will cooperate in good faith in the administration of the MSA and agree to use their best efforts to promptly take all actions required to effectuate the MSA. Any unresolved dispute regarding the administration of this MSA will be decided by the Court.

g. **Counterparts.** This MSA may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together will constitute one and the same instrument.

h. **Authority.** Each person executing this MSA on behalf of any of the Parties hereto represents that such person has the authority to so execute this MSA. Claimants' Counsel expressly represents each has authority to enter into the MSA on behalf of all Claimants identified in Appendices A-C and that Claimants' Counsel have complied with all applicable professional, ethical, and disciplinary rules. Claimants' Counsel further expressly acknowledge that OSU is expressly relying on this representation in entering into this MSA.

i. **No Oral Modifications.** This MSA may not be amended, modified, altered, or otherwise changed in any manner, except by a writing signed by Claimants Counsel and a duly authorized representative of OSU, and approved by the Court.

j. **Successors and Assigns.** This MSA shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns and is enforceable against them in accordance with its terms.

k. **Notices.** Unless otherwise stated herein, any notice to the Parties required or provided for under this MSA will be in writing and may be sent by electronic mail, fax, or hand delivery, postage prepaid, as follows:

If to Claimants' Counsel:

Rick Schulte, Esq.
Wright & Schulte, LLC
865 S. Dixie Dr.
Vandalia, Ohio 45377
Tel: (937) 435-7500
Fax: (937) 435-7511
Rschulte@yourlegalhelp.com

If to OSU:

Michael H. Carpenter, Esq.
Carpenter Lipps & Leland LLP
280 Plaza, Suite 1300
280 North High Street
Columbus, Ohio 43215
Tel: (614) 365-4100
Fax: (614) 365-9145
Carpenter@CarpenterLipps.com

IN WITNESS WHEREOF, the Parties hereto have caused this Master Settlement Agreement and Release to be executed on the dates shown below.

SIGNATURE OF THE OHIO STATE UNIVERSITY:

DATED: March 6, 2020



The Ohio State University
By: Anne K. Garcia
Title: Interim Vice President and General
Counsel, The Ohio State University

SIGNATURE OF CLAIMANTS' COUNSEL:

DATED: March __, 2020

Robert J. Lantzy, Esq.
Buckfire & Buckfire, P.C.

DATED: March __, 2020

Sanford A. Meizlish, Esq.
Barkan Meizlish DeRose Wentz McInerney
Pfeifer, LLP

DATED: March __, 2020

Michael L. Wright, Esq.
Wright & Schulte, LLC

DATED: March __, 2020

Richard Schulte, Esq.
Wright & Schulte, LLC

DATED: March __, 2020

Warren N. Sams, III, Esq.
The Sams Law Firm

DATED: March __, 2020

Bradley Jeckering, Esq.
Jeckering & Associates LLC

DATED: March __, 2020

James S. Albers, Esq.
Albers Law Firm

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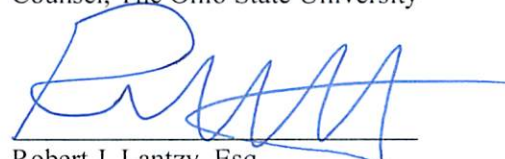
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The Ohio State University
By: Anne K. Garcia
Title: Interim Vice President and General
Counsel, The Ohio State University

SIGNATURE OF CLAIMANTS' COUNSEL:

DATED: March 6, 2020



Robert J. Lantzy, Esq.
Buckfire & Buckfire, P.C.

DATED: March __, 2020

Sanford A. Meizlish, Esq.
Barkan Meizlish DeRose Wentz McInerney
Pfeifer, LLP

DATED: March __, 2020

Michael L. Wright, Esq.
Wright & Schulte, LLC

DATED: March __, 2020

Richard Schulte, Esq.
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DATED: March __, 2020

Warren N. Sams, III, Esq.
The Sams Law Firm

DATED: March __, 2020

Bradley Jeckering, Esq.
Jeckering & Associates LLC

DATED: March __, 2020

James S. Albers, Esq.
Albers Law Firm

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By: Anne K. Garcia
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Counsel, The Ohio State University

SIGNATURE OF CLAIMANTS' COUNSEL:

DATED: March __, 2020

Robert J. Lantzy, Esq.
Buckfire & Buckfire, P.C.

DATED: March 5, 2020



Sanford A. Meizlish, Esq.
Barkan Meizlish DeRose Wentz McInerney
Pfeifer, LLP

DATED: March __, 2020

Michael L. Wright, Esq.
Wright & Schulte, LLC

DATED: March __, 2020

Richard Schulte, Esq.
Wright & Schulte, LLC

DATED: March __, 2020

Warren N. Sams, III, Esq.
The Sams Law Firm

DATED: March __, 2020

Bradley Jeckering, Esq.
Jeckering & Associates LLC

DATED: March __, 2020

James S. Albers, Esq.
Albers Law Firm

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Counsel, The Ohio State University

SIGNATURE OF CLAIMANTS' COUNSEL:

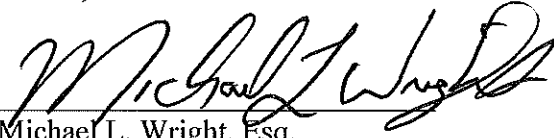
DATED: March __, 2020

Robert J. Lantzy, Esq.
Buckfire & Buckfire, P.C.

DATED: March __, 2020

Sanford A. Meizlish, Esq.
Barkan Meizlish DeRose Wentz McInerney
Pfeifer, LLP

DATED: March 6, 2020



Michael L. Wright, Esq.
Wright & Schulte, LLC

DATED: March __, 2020

Richard Schulte, Esq.
Wright & Schulte, LLC

DATED: March __, 2020

Warren N. Sams, III, Esq.
The Sams Law Firm

DATED: March __, 2020

Bradley Jeckering, Esq.
Jeckering & Associates LLC

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Albers Law Firm

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By: Anne K. Garcia
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Counsel, The Ohio State University

SIGNATURE OF CLAIMANTS' COUNSEL:

DATED: March __, 2020

Robert J. Lantzy, Esq.
Buckfire & Buckfire, P.C.

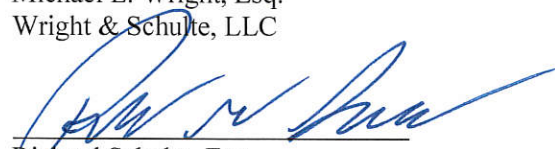
DATED: March __, 2020

Sanford A. Meizlish, Esq.
Barkan Meizlish DeRose Wentz McInerney
Pfeifer, LLP

DATED: March __, 2020

Michael L. Wright, Esq.
Wright & Schulte, LLC

DATED: March 6, 2020



Richard Schulte, Esq.
Wright & Schulte, LLC

DATED: March __, 2020

Warren N. Sams, III, Esq.
The Sams Law Firm

DATED: March __, 2020

Bradley Jeckering, Esq.
Jeckering & Associates LLC

DATED: March __, 2020

James S. Albers, Esq.
Albers Law Firm

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The Ohio State University
By: Anne K. Garcia
Title: Interim Vice President and General
Counsel, The Ohio State University

SIGNATURE OF CLAIMANTS' COUNSEL:

DATED: March __, 2020

Robert J. Lantzy, Esq.
Buckfire & Buckfire, P.C.

DATED: March __, 2020

Sanford A. Meizlish, Esq.
Barkan Meizlish DeRose Wentz McInerney
Pfeifer, LLP

DATED: March __, 2020

Michael L. Wright, Esq.
Wright & Schulte, LLC

DATED: March __, 2020

Richard Schulte, Esq.
Wright & Schulte, LLC

DATED: March 6, 2020



Warren N. Sams, III, Esq.
The Sams Law Firm

DATED: March __, 2020

Bradley Jeckering, Esq.
Jeckering & Associates LLC

DATED: March __, 2020

James S. Albers, Esq.
Albers Law Firm

IN WITNESS WHEREOF, the Parties hereto have caused this Master Settlement Agreement and Release to be executed on the dates shown below.

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DATED: March __, 2020

The Ohio State University
By: Anne K. Garcia
Title: Interim Vice President and General
Counsel, The Ohio State University

SIGNATURE OF CLAIMANTS' COUNSEL:

DATED: March __, 2020

Robert J. Lantzy, Esq.
Buckfire & Buckfire, P.C.

DATED: March __, 2020

Sanford A. Meizlish, Esq.
Barkan Meizlish DeRose Wentz McInerney
Pfeifer, LLP

DATED: March __, 2020

Michael L. Wright, Esq.
Wright & Schulte, LLC

DATED: March __, 2020

Richard Schulte, Esq.
Wright & Schulte, LLC

DATED: March __, 2020

Warren N. Sams, III, Esq.
The Sams Law Firm

DATED: March 6, 2020



Bradley Jeckering, Esq.
Jeckering & Associates LLC

DATED: March 6, 2020



James S. Albers, Esq.
Albers Law Firm

(E-mail & phone
consent to signing
to sign for
his behalf)

APPENDIX A TO MASTER SETTLEMENT AGREEMENT AND RELEASE

Claimants' Counsel, Actions, and Claimants for the Lantzv Group

Claimants' Counsel:

- Barkan Meizlish DeRose Wentz McInerney Peifer, LLP (represents Claimants in *John Doe M.B.* only)
- Buckfire & Buckfire P.C. (represents Claimants in *John Doe M.B., et al.* and *John Doe S.DL.*)

Actions / Claimants:

1. ***John Doe M.B., et al. v. The Ohio State University, S.D. Ohio Case No. 2:19-cv-1911***
6 Claimants:
 - John Doe M.B.
 - John Doe R.F.
 - John Doe S.G.
 - John Doe D.L.
 - John Doe J.S.
 - John Doe M.W.
2. ***John Doe S.DL. v. The Ohio State University, S.D. Ohio Case No. 2-19-cv-5418***
1 Claimant:
 - John Doe S.DL.

APPENDIX B TO MASTER SETTLEMENT AGREEMENT AND RELEASE

Claimants' Counsel, Actions, and Claimants for the Schulte Group

Claimants' Counsel:

- Wright & Schulte, LLC (represents Claimants in *DiSabato*; *John Does 37-66*; *John Does 67-87*; *John Does 88-94*; *Beaudin*; *De Jong*; *Steve Snyder-Hill (John Doe 22 Only)*; and *John Does 140-150*)
- The Sams Law Firm (represents Claimants in *DiSabato* only)

Actions / Claimants:

1. *Michael DiSabato, et al. v. The Ohio State University, S.D. Ohio Case No. 2:19-cv-2237*

36 Claimants:

- Michael DiSabato
- John Doe 1
- John Doe 2
- John Doe 3
- John Doe 4
- John Doe 5
- John Doe 6
- John Doe 7
- John Doe 8
- John Doe 9
- John Doe 10
- John Doe 11
- John Doe 12
- John Doe 13
- John Doe 14
- John Doe 16
- John Doe 17
- John Doe 18
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- John Doe 20
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- John Doe 22
- John Doe 23
- John Doe 24
- John Doe 25
- John Doe 26
- John Doe 27

- John Doe 28
- John Doe 29
- John Doe 30
- John Doe 31
- John Doe 32
- John Doe 33
- John Doe 34
- John Doe 35
- John Doe 36

2. *John Does 37-66 v. The Ohio State University, S.D. Ohio Case No. 2:19-cv-3165*

30 Claimants:

- John Doe 37
- John Doe 38
- John Doe 39
- John Doe 40
- John Doe 41
- John Doe 42
- John Doe 43
- John Doe 44
- John Doe 45
- John Doe 46
- John Doe 47
- John Doe 48
- John Doe 49
- John Doe 50
- John Doe 51
- John Doe 52
- John Doe 53
- John Doe 54
- John Doe 55
- John Doe 56
- John Doe 57
- John Doe 58
- John Doe 59
- John Doe 60
- John Doe 61
- John Doe 62
- John Doe 63
- John Doe 64
- John Doe 65
- John Doe 66

3. *John Does 67-87 v. The Ohio State University*, S.D. Ohio Case No. 2:19-cv-4397

21 Claimants:

- John Doe 67
- John Doe 68
- John Doe 69
- John Doe 70
- John Doe 71
- John Doe 72
- John Doe 73
- John Doe 74
- John Doe 75
- John Doe 76
- John Doe 77
- John Doe 78
- John Doe 79
- John Doe 80
- John Doe 81
- John Doe 82
- John Doe 83
- John Doe 84
- John Doe 85
- John Doe 86
- John Doe 87

3. *John Does 88-94 v. The Ohio State University*, S.D. Ohio Case No. 2:19-cv-4624

7 Claimants:

- John Doe 88
- John Doe 89
- John Doe 90
- John Doe 91
- John Doe 92
- John Doe 93
- John Doe 94

4. *Dave Beaudin, et al. v. The Ohio State University*, S.D. Ohio Case No. 2:19-cv-4634

43 Claimants:

- Dave Beaudin
- Matthew Barclay
- John Doe 95
- John Doe 96
- John Doe 97
- John Doe 98
- John Doe 99
- John Doe 100

- John Doe 101
- John Doe 102
- John Doe 103
- John Doe 104
- John Doe 106
- John Doe 107
- John Doe 108
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- John Doe 125
- John Doe 126
- John Doe 127
- John Doe 128
- John Doe 129
- John Doe 130
- John Doe 131
- John Doe 132
- John Doe 133
- John Doe 134
- John Doe 135
- John Doe 136

5. *Derek De Jong, et al. v. The Ohio State University*, S.D. Ohio Case No. 2:19-cv-5551

4 Claimants:

- Derek De Jong
- John Doe 137
- John Doe 138
- John Doe 139

6. *Steve Snyder-Hill, et al. v. The Ohio State University*, S.D. Ohio Case No. 2:18-cv-736

1 Claimant:

- John Doe 22

7. *John Does 140-150 v. The Ohio State University*, S.D. Ohio Case No. 2:20-cv-1188

11 Claimants:

- John Doe 140
- John Doe 141
- John Doe 142
- John Doe 143
- John Doe 144
- John Doe 145
- John Doe 146
- John Doe 147
- John Doe 148
- John Doe 149
- John Doe 150

APPENDIX C TO MASTER SETTLEMENT AGREEMENT AND RELEASE

Claimants' Counsel, Actions, and Claimants for the Jeckering Group

Claimants' Counsel:

- Jeckering & Associates LLC (represents Claimants in *Heifferon* and *John Doe*)
- Albers Law Firm (represents Claimant in *John Doe* only)

Actions / Claimants:

1. *Michael Heifferon v. The Ohio State University*, S.D. Ohio Case No. 2:19-cv-2429

1 Claimant:

- Michael Heifferon

2. *John Doe v. The Ohio State University*, S.D. Ohio Case No. 2:19-cv-4433

1 Claimant:

- John Doe

APPENDIX D TO MASTER SETTLEMENT AGREEMENT AND RELEASE

Tier 1: Sodomy (anal rape)
Tier 2: Oral rape / Digital Penetration / Masturbation (attempt to arouse)
Tier 3: Groping / Genital Touching
Tier 4: Abuse without touching (Showering / Exposure/ Voyeurism/Photography/Sexual Proposition/Lewd Comments)
Tier 5: General written claim only—no detailed description

APPENDIX E TO MASTER SETTLEMENT AGREEMENT AND RELEASE

FULL AND FINAL RELEASE AND COVENANT NOT TO SUE

I. Definitions.

“Actions” means any and all of the pending actions brought by Claimants against OSU, as identified in Appendices A through C of the MSA.

“Claimant” means the individual who signs this Release and who is eligible to participate in the Program as set forth in the MSA.

“Claimants’ Counsel” means all of the attorneys representing the Claimants and executing the MSA on behalf of the Claimants, as set forth in the signature pages to the MSA.

“OSU” means (i) The Ohio State University and each and all of its affiliated entities and departments, including but not limited to the OSU Sports Medicine Clinic and Student Health Clinic, (ii) the Board of Trustees of The Ohio State University, (iii) all counsel to OSU, including but not limited to Perkins Coie LLP; (iv) any and all other past, present and future affiliated entities and departments; and (v) all current and former officers, employees, agents, attorneys, advisors, insurers, and representatives, in their official and individual capacities.

“MSA” means the Master Settlement Agreement and Release entered into between OSU and Claimants’ Counsel.

“Release” means this Full and Final Release and Covenant Not to Sue.

“Released Claims” is defined in Section II of this Release.

“Released Parties” is defined in Section II of this Release.

II. Release And Covenant Not To Sue.

In consideration of the rights and benefits set forth in the MSA, Claimant, as well as his respective assigns, heirs, executors, guardians, administrators, successors, representatives, agents, partners, attorneys and/or anyone claiming by or through him hereby unconditionally, irrevocably and forever release, resolve, relinquish, and discharge OSU, its past, current and/or present officers, directors, trustees, representatives, attorneys, agents, affiliates, divisions, predecessors, successors, assigns, subsidiaries, insurers, suppliers, other related entities, heirs, executors, guardians, administrators, personal representatives, current and former employees and/or anyone acting on OSU’s behalf (collectively, the “Released Parties”) from any and all past, present or future claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages (compensatory, punitive or otherwise), losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, both direct and derivative, whether based on any past, present or future federal law, state law, common law, territorial law, foreign law, reviver statute or law (including, but not limited to, any statute or law reviving or altering the applicable

APPENDIX E TO MASTER SETTLEMENT AGREEMENT AND RELEASE

statute of limitations), contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that arise out of or relate in any way to (i) the Actions; (ii) the facts or allegations (express or implied) that give rise to the Actions; (iii) claims that have been, could have been, or should have been asserted in the Actions or otherwise; (iv) the conduct, actions or omissions of Dr. Richard Strauss; (v) a sexually hostile or abusive environment at OSU (including but not limited to the OSU Athletic Department, Student Health Services, Larkins Hall or elsewhere), or deliberate indifference thereto; (vi) unlawful retaliation; (vii) actual or heightened risk of sexual harassment, discrimination, misconduct, abuse or assault, or deliberate indifference thereto; (viii) claimed deliberate indifference on the part of OSU; and (ix) claimed acts, failures to act, errors or omissions on the part of OSU (collectively, the "Released Claims").

For the avoidance of doubt, Released Claims include any claims or complaints Claimant may have against the Released Parties arising from any aspect of the review of claims, allocation or distribution of the Settlement Fund, or conduct of the Settlement Administration Panel, including claims by those Claimants who may be dissatisfied with their settlement payments. This Release shall be interpreted to the fullest extent of *res judicata* principles.

Claimant further agrees that he will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or related in any way to the Released Claims.

Without limiting the foregoing, the Released Claims specifically extend to claims that Claimant does not know or suspect to exist in his favor at the time that the settlement set forth in the MSA and this Release become effective.

This Release constitutes a waiver, without limitation as to any other applicable law, of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Claimant understands and acknowledges the significance of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, Claimant acknowledges that he is aware that he may hereafter discover facts in addition to, or different from, those facts that he now knows or believes to be true with respect to the subject matter of the settlement set forth in the MSA, but that it is his intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the

APPENDIX E TO MASTER SETTLEMENT AGREEMENT AND RELEASE

releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

Claimant agrees and covenants, and will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims, or otherwise to assist or encourage others in doing so, and agrees to be forever barred from doing so, in any court of law or equity, or any other forum.

Claimant agrees to indemnify and hold harmless the Released Parties against any and all loss, damages, liabilities or expense from any and all further claims, demands and actions that may hereafter or at any time be brought against the Released Parties relating in any way to the Released Claims of the Claimant, including but not limited to, any claims, demands or actions asserted by any other relation or family member of the Claimant, or anyone subrogated to the rights of the Claimant.

III. Additional Representations And Agreements.

In consideration of the rights and benefits set forth in the MSA, Claimant further represents and agrees as follows:

A. Incorporation Of MSA.

The MSA shall be incorporated into and considered part of this Release. This Release shall be construed in conformity with the MSA, and to the extent of any conflict between this Release and the MSA, the terms of the MSA shall control.

Claimant agrees and acknowledges that a summary of the MSA has been provided to him, that he has had the opportunity to discuss the MSA with his counsel, and that he is signing this Release voluntarily with the intent and understanding that Claimant will be fully bound by the terms of this Release and the MSA.

B. Perkins Coie LLP.

Claimant agrees to immediately cease, and not pursue at any time in the future, any efforts to obtain any non-disclosed Perkins Coie LLP investigative materials, whether by subpoena, public records request, discovery efforts, through third parties, or otherwise.

C. Non-Disparagement.

From the outset of the allegations concerning Dr. Strauss's conduct, OSU has taken them seriously and adhered to its principles of transparency, integrity and empathy in working in good faith towards a resolution. OSU recognizes that, in order to promote the healing process contemplated by this settlement, it is important that steps begin to facilitate that restorative goal. To that end, nothing in this Release shall preclude Claimant from speaking about his past experiences with Dr. Strauss as part of the healing process. However, Claimant agrees to immediately cease, and not to engage in the future, in any disparagement of OSU's handling of this matter since March 2018, of the terms of this settlement, or of the Program.

APPENDIX E TO MASTER SETTLEMENT AGREEMENT AND RELEASE

D. Receipt Of Allocation Model.

Claimant agrees and acknowledges that he has received and reviewed the Special Master's allocation model, and that he has had the opportunity to review the Special Master's allocation model with his counsel prior to signing this Release.

E. Settlement Amount.

Claimant submits and OSU does not dispute that the settlement amount paid in this settlement constitutes damages on account of personal physical injuries or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, Claimant hereby executes this Full And Final Release And Covenant Not To Sue:

DATED: _____, 2020

Claimant Signature: _____

Claimant Name [print]: _____

Claimant in Case No.: _____

STATE OF)
COUNTY OF)

Sworn before me and subscribed in my presence this ____ day of _____, 2020.

Notary Public

APPENDIX F TO MASTER SETTLEMENT AGREEMENT AND RELEASE

**THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

[_____],	)	Case No. [_____]
)	
Plaintiffs,	)	Judge Michael H. Watson
)	
v.	)	Chief Magistrate Judge Elizabeth P.
	)	Deavers
THE OHIO STATE UNIVERSITY,)	
)	
Defendant.)	
_____)	

STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

Pursuant to Fed. R. Civ. Pro. 41(a)(1)(A)(ii), Plaintiffs [_____] and Defendant The Ohio State University (“OSU”) hereby stipulate to the **DISMISSAL WITH PREJUDICE** of any and all claims which have been, could have been, or should have been asserted against OSU in the [] Complaint. The parties will bear their own attorneys' fees, costs and expenses.

Stipulated And Agreed To By:

Attorney for Plaintiff:

[SIGNATURE BLOCK]

Trial Attorney for Plaintiff

Attorney for Defendant:

DAVID A. YOST
ATTORNEY GENERAL OF OHIO

Michael H. Carpenter (0015733) (Trial Attorney)
Timothy R. Bricker (0061872)
Jennifer A.L. Battle (0085761)
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APPENDIX F TO MASTER SETTLEMENT AGREEMENT AND RELEASE

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Special Counsel for Defendant The Ohio State
University

APPENDIX F TO MASTER SETTLEMENT AGREEMENT AND RELEASE

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was filed electronically on April , 2020. Notice was sent by operation of the Court's electronic filing system to all other counsel who have entered an appearance and any parties who have entered an appearance through counsel. The parties may access this filing through the Court's ECF system.

Trial Attorney for [_____]

APPENDIX F TO MASTER SETTLEMENT AGREEMENT AND RELEASE

**THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

[_____],	)	Case No. [_____]
)	
Plaintiffs,	)	Judge Michael H. Watson
)	
v.	)	Chief Magistrate Judge Elizabeth P. Deavers
)	
THE OHIO STATE UNIVERSITY,)	
)	
Defendant.)	
_____)	

UNOPPOSED MOTION FOR VOLUNTARY DISMISSAL WITH PREJUDICE

Pursuant to Rule 15(a)(1)(B) and Rule 21 of the Federal Rules of Civil Procedure, Plaintiffs [_____] (the “Dismissing Plaintiffs”) hereby move the Court to **DISMISS WITH PREJUDICE** any and all claims which have been, could have been or should have been asserted by the Dismissing Plaintiffs against Defendant The Ohio State University (“OSU”) in the [] Complaint. The Dismissing Plaintiffs and OSU will bear their own attorneys’ fees, costs and expenses.

In support of this motion, the Dismissing Plaintiffs state their claims against OSU have been settled in full and that the dismissal with prejudice of the Dismissing Plaintiffs from this action will make the litigation of this action more efficient, will not prejudice OSU, and will not have any impact on the material issues involved in this litigation. The claims of the following plaintiffs in this matter are not being dismissed and remain pending: [_____].

The undersigned has conferred with counsel for OSU, and counsel for OSU does not oppose this motion. A Proposed Agreed Order of Dismissal with Prejudice is attached.

[SIGNATURE BLOCK]
Trial Attorney for Plaintiffs

APPENDIX F TO MASTER SETTLEMENT AGREEMENT AND RELEASE

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was filed electronically on April , 2020. Notice was sent by operation of the Court's electronic filing system to all other counsel who have entered an appearance and any parties who have entered an appearance through counsel. The parties may access this filing through the Court's ECF system.

Trial Attorney for [_____]

APPENDIX F TO MASTER SETTLEMENT AGREEMENT AND RELEASE

**THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

[_____],	)	Case No. [_____]
)	
Plaintiffs,	)	Judge Michael H. Watson
)	
v.	)	Chief Magistrate Judge Elizabeth P.
	)	Deavers
THE OHIO STATE UNIVERSITY,)	
)	
Defendant.)	
_____)	

[PROPOSED] AGREED ORDER OF DISMISSAL WITH PREJUDICE

Plaintiffs [_____] (the “Dismissing Plaintiffs”) and defendant The Ohio State University (“OSU”) being in agreement, and the Court being sufficiently informed, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Unopposed Motion for Voluntary Dismissal with Prejudice (ECF No. _) is **GRANTED**, and that any and all claims which have been, could have been or should have been asserted by the Dismissing Plaintiffs against OSU in the above-captioned case are hereby **DISMISSED WITH PREJUDICE**. The Dismissing Plaintiffs and OSU to bear their own attorneys’ fees, costs and expenses.

The claims of the following plaintiffs in this matter are not being dismissed and remain pending: [_____].

IT IS SO ORDERED.

DATE

JUDGE MICHAEL H. WATSON
UNITED STATES DISTRICT JUDGE

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

AFFIDAVIT

By signing below, I declare under penalty of perjury that the information provided in this form is true and correct to the best of my knowledge, information, and belief. By signing below, I also understand that if the Special Master at any time has reason to believe that I have made an intentional misrepresentation, omission, and/or concealment of a material fact in this form or have provided fraudulent documentary proof in support of my claim, the Special Master will discontinue processing the claim and report the alleged intentional misrepresentation, omission, and/or concealment of a material fact and/or alleged fraudulent proof to Counsel for the Parties, and that I may be subject to other lawful penalties.

FURTHER AFFIANT SAYETH NAUGHT.

[Name]

STATE OF)
COUNTY OF)

Sworn before me and subscribed in my presence this ____ day of _____, 2020.

Notary Public

Affiant's counsel hereby represents that all responses and information presented within or attached to this Claim Form have been provided by the client, the affiant herein.

[Name]

[Date]

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

CLAIMANT INFORMATION

1. Full Name [and/or Litigation Alias]: _____
 - a. If applicable, please provide any other legal name(s), such as a maiden name, by which you were known at the time of your abuse: _____
2. Date of Birth: _____
3. Place of Birth: _____
4. Social Security Number: _____
5. Current Address: _____

6. Phone Number at which you can be contacted: _____
7. Email address at which you can be contacted: _____
8. Dates enrolled at The Ohio State University: _____
9. Name of Counsel: _____
10. State whether you spoke to any representatives of Perkins Coie related to Dr. Strauss, and if so, when: _____
11. The terms of the Master Settlement Agreement and Release (the “MSA”) require in-person interviews for certain claimants. Even if you are not required to be interviewed per the terms of the MSA, would you like an opportunity for an in-person interview?

Yes _____ No _____

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

EDUCATIONAL AND WORK HISTORY

1. Educational history (please list all schools attended, degrees obtained, and date(s) of graduation): _____

2. Current employer: _____

3. Current job title/position: _____

a. Current salary: _____

b. Held position since: _____

4. Work history (please list all places of employment, positions held, salaries, and approximate dates of employment): _____

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

OHIO STATE UNIVERSITY AFFILIATION

1. Have you ever been a student at The Ohio State University (“Ohio State”)? _____
 - a. Dates of attendance: _____
 - b. Date of graduation: _____

2. Have you ever participated in an Ohio State-sponsored program or extra-curricular activity? _____
 - a. Name and description of program(s): _____

 - b. Date(s) of participation: _____

TREATMENT BY DR. RICHARD STRAUSS

1. Have you ever been treated by Dr. Richard Strauss? _____
 - a. When did you begin treating with Dr. Strauss? _____
 - b. When did you stop treating with Dr. Strauss? _____

2. During the time that you received treatment from Dr. Strauss, did you receive treatment from any other doctor or medical professional? _____
 - a. If yes, please let the names of all such doctors or medical professionals:

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

3. Did someone refer you to Dr. Strauss? _____

a. If yes, please list the name of each person who referred you to Dr. Strauss, their relationship to you (e.g., doctor, trainer, coach), and, if applicable, their affiliation with Ohio State: _____

4. On approximately how many separate occasions did you treat with Dr. Strauss?

PARTICULARS OF ALLEGED ABUSE

1. When was the first time you believe you were abused by Dr. Strauss?

2. On approximately how many separate occasions do you believe you were abused by Dr. Strauss? _____

3. What forms your belief that Dr. Strauss was the individual who abused you?

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

4. When did the abuse occur? If you do not know the exact date, please approximate the year or your age at the time. To the best of your ability, please provide the time of day that each abuse incident occurred (please be as precise as possible): _____

5. Where did the abuse occur? To the best of your ability, please provide the location at which each incident occurred (for instance, the locker room, training facility, shower, medical facility, etc.). If possible, please provide specific identifiers such as building names and/or addresses. _____

6. During any incident of assault by Dr. Strauss, was anyone else in the room or nearby?

a. If yes, for each incident, please provide the name(s) of such person(s) and relationship to you (e.g., parent, teammate, nurse, trainer): _____

7. Please provide a detailed description of the acts that form the basis of your claims. As stated above, this question is being asked so that we can better understand and evaluate

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

the impacts and health-related outcomes associated with your abuse. While it may be difficult, please be as specific as possible. _____

8. Aside from your attorneys, did you tell anyone about the way Dr. Strauss touched you? _____

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

a. If yes, please list the names of all persons told, the approximate date on which you told them, their relationship to you, their affiliation with Ohio State (if any), and describe, in detail, what you told them: _____

9. Did you, your parent, or legal guardian report Dr. Strauss' conduct to anyone? _____

a. If yes, please list the names of all persons to whom you, your parent, or legal guardian reported Dr. Strauss' conduct and their affiliation with Ohio State (if any), the approximate date of the report, and describe in detail what was reported: _____

b. Did you or, to the best of your knowledge, any of the people you named above report your abuse to law enforcement authorities? If so, please provide as much detail as possible about that report. For instance, who made the report? To whom was the report made? How was it made (phone call, visit to the police department, a police officer visiting your home, etc.)? _____

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

c. If any of the reports described above were originally in writing, or responded to in writing, please describe the writing, state to whom it was addressed, and, if possible, attach a copy to this Evaluation Form. _____

10. When and how did you first come to believe that Dr. Strauss had touched you inappropriately?

11. If not already discussed above, please provide any other details you believe should be considered in evaluating your claim: _____

IMPACT

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

1. To date, have you sought medical treatment as a result of Dr. Strauss' conduct? _____

a. If yes, did you seek medical treatment before April 5, 2018? _____

b. If yes, please describe, including approximate dates of treatment, name of treating physician, diagnosis, treatment plan, and medical expenses incurred to date: _____

2. Please attach and submit all medical records and/or bills, before April 5, 2018, in your possession and control that you say relate to treatment for the conduct of Dr. Strauss.

3. Since April 5, 2018, have you sought medical treatment as a result of Dr. Strauss' conduct?

a. If yes, please describe, including approximate dates of treatment, name of treating physician, diagnosis, treatment plan, and medical expenses incurred to date: _____

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

4. Please attach and submit all medical records and/or bills, after April 5, 2018, in your possession and control that you say relate to treatment for the conduct of Dr. Strauss.

5. If no medical healthcare professional(s) treated you as a result of your sexual abuse, can you provide the name(s), and current phone number(s) and address(es) of other individual(s) who have observed these health-related outcomes in your life? Please state how they have observed these health-related outcomes. _____

6. Please describe in your own words any other impact suffered to date as a result of Dr. Strauss' conduct, including physical, mental, emotional, financial, or otherwise:

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

PERSONAL BACKGROUND INFORMATION

1. Have you ever received mental health treatment?

a. If yes, please describe, including approximate dates of treatment, name of treating mental health professional, and diagnosis: _____

2. Have you ever been convicted of a crime? _____

a. If yes, please describe each crime for which you were convicted, including the approximate date of conviction, city and state of conviction, and sentence received: _____

3. Have you ever filed for bankruptcy? _____

a. If yes, please provide the date of filing, attorney's name, court, case number, judge assigned, and disposition: _____

APPENDIX G TO MASTER SETTLEMENT AGREEMENT AND RELEASE

PROPOSED CLAIM FORM

4. Have you ever been the victim of abuse unrelated to Dr. Strauss? _____

a. If yes, please describe: _____
