

[PROPOSED] SETTLEMENT AGREEMENT & RELEASE OF ALL CLAIMS

This is an agreement (hereinafter referred to as “Agreement”) by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri (hereinafter referred to as “University”), and K.J., a minor, by his parent and Next Friend, A.J. (hereinafter referred to as “Plaintiff”), made and entered into as of the Effective Date (defined below). The University and Plaintiff shall collectively be referred to as “the Parties” and individually as a “Party.”

WHEREAS, K.J. is a patient receiving treatment from a healthcare system operated by the University; and

WHEREAS, K.J. is diagnosed with “gender dysphoria” and “precocious puberty”; and

WHEREAS, following the Missouri Legislature’s passage of Senate Bill 49, the University ceased prescribing cross-sex hormones and puberty-blocking drugs for the purpose of gender transition to any patient under the age of eighteen (18); and

WHEREAS, Plaintiff filed a lawsuit in the United States District Court for the Western District of Missouri styled *K.J., a minor, by his parent and Next Friend, A.J. v. The Curators of University of Missouri, et al.*, Case No. 2:23-CV-04216-MDH (hereinafter the “Lawsuit”), which asserts two counts under the Affordable Care Act; and

WHEREAS the University denies it is liable in any way to Plaintiff so that a dispute exists between the Parties as to liability; and

WHEREAS, the Parties desire to settle their dispute and all their differences without any admission of liability or wrongdoing by the University or any of its employees or former employees, and the Parties acknowledge it is to their mutual benefit and interest to set forth the terms and conditions of their understanding in writing.

NOW THEREFORE, in consideration of the promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PAYMENTS AND CONSIDERATION TO PLAINTIFF.** In consideration of the terms of this Agreement, including but not limited to Plaintiff's dismissal of the Lawsuit as set forth in Paragraph 2 of this Agreement, the waiver, release, and covenant not to sue set forth in Paragraphs 3 and 4 of this Agreement, and other covenants and promises contained in this Agreement, and subject to approval by the United States District Court for the Western District of Missouri, the University shall issue a check indicating "K.J., a minor, by his parent and Next Friend, A.J." in the subject line and payable to "TGH Litigation LLC" in the gross amount of Twenty Seven Thousand Five Hundred Dollars and No Cents (\$27,500.00), which shall be apportioned as follows:

- a. The amount of Sixteen Thousand Twenty-Five Dollars and Eighty Cents (\$16,025.80) will be deposited in a STABLE investment account (through MO ABLE) set up with [REDACTED] as custodian on behalf of [REDACTED] to be used for qualified disability expenses; and

- b. The amount of Eleven Thousand Four Hundred Seventy-Four Dollars and Twenty Cents (\$11,474.20) will be transferred from TGH Litigation LLC's client trust account to TGH Litigation LLC's operating account for attorneys' fees, expenses, and court costs incurred.

Contemporaneous with Plaintiff's execution of this Agreement, Plaintiff's attorney will provide the University with a completed W9 form. The University shall report the total payment as 1099-MISC income for Plaintiff's counsel, and Plaintiff's counsel will be responsible for reporting any portion that is ultimately delivered to Plaintiff.

Plaintiff acknowledges that Plaintiff would not otherwise be entitled to the payment set forth in this Paragraph 1 and that such payment is adequate consideration for the terms of this Agreement. The payment described in this Paragraph 1 will be made no later than thirty (30) days after the University's receipt of the signed Agreement and the W9. Plaintiff agrees that the payments described in this Paragraph 1 will be deemed made when delivered via courier to Plaintiff's attorney. Plaintiff is solely responsible for payment of any taxes owed as a result of the payment described in Paragraph 1, as specified below in Paragraph 5.

2. **DISMISSAL OF THE LAWSUIT.** Promptly after the payment described in Paragraph 1 of this Agreement is made, Plaintiff will dismiss the Lawsuit with prejudice by signing and filing with the Court a Dismissal with Prejudice of the pending Lawsuit, with all Parties to bear their own costs and expenses. The University shall provide any stipulation necessary to effectuate the dismissal of the Lawsuit.

The Parties agree that no party in this case is a “prevailing party” in this matter, and therefore, no party in this case is entitled to receive or apply for attorneys’ fees or costs, except as provided herein. Each party shall bear their own attorneys’ fees, costs, and expenses. Plaintiff acknowledges and agrees that Plaintiff is responsible for any attorneys’ fees, costs, and expenses that may be owed to any prior attorneys, and/or any fees, costs, and expenses incurred not set forth herein.

3. **WAIVER AND RELEASE.** In consideration of the terms of this Agreement, Plaintiff, K.J., and A.J., for themselves and on behalf of all their agents, personal representatives, heirs, and assigns, do hereby waive, release, remise, acquit, and forever discharge, to the fullest extent permitted by law, the University, its past and present governing board and members thereof, its past and present agents, officers, and employees, and any and all other persons, firms, or corporations who on its or their behalf may be liable (“Releasees”), of and from any and every claim, demand, and cause of action of any kind or nature whatsoever, whether direct or indirect, fixed or contingent, known or unknown, liquidated or unliquidated, in law or equity and/or in contract, tort, or otherwise, that Plaintiff, K.J., and A.J. now have or may in the past have had, arising under or related to any of the following:

- a. Any and all federal, state, and local laws, constitutions, statutes, ordinance, regulations, orders, or common law claims, including, but not limited to the Affordable Care Act, the U.S. Constitution, and the Missouri Constitution.

- b. Loss of income, loss of future earnings, emotional distress, and costs or damages of any and every kind or nature, including punitive damages and attorneys' fees; and
- c. Any other claim, demand, or cause of action, whether based in constitutional or statutory law, tort, contract, or any other legal or equitable theory of recovery, arising or accruing prior to the Effective Date.

4. **COVENANT NOT TO SUE.** To the fullest extent permitted by law, Plaintiff, K.J., and A.J. covenant and agree not to initiate or cause to be initiated any grievance, arbitration, or any federal, state, or local lawsuit or administrative proceeding (collectively "Barred Litigation") the subject matter of which is covered by the release set forth in Paragraph 3 of this Agreement. Plaintiff, K.J., and A.J. agree that this covenant not to sue may be asserted as a complete and total defense to any Barred Litigation brought contrary to the terms of this covenant not to sue and that any such Barred Litigation shall be immediately dismissed pursuant to this covenant without the right to prolong proceedings or engage in discovery. Plaintiff, K.J., and A.J. specifically agree that all Releasees are express and intended third-party beneficiaries of this Paragraph 4.

5. **TAX CONSEQUENCES.** Plaintiff acknowledges and accepts sole responsibility for any tax consequences associated with the payment described in Paragraph 1. Plaintiff further agrees to indemnify, defend and hold harmless the University and Releasees from and against any and all loss, cost, expense, liability or

other obligation, including but not limited to any tax liability and attorneys' fees and costs, arising from or relating to the payment described in Paragraph 1 and any audit, investigation or the reporting and remitting of the same to the Internal Revenue Service and other tax authorities.

6. **CONTINUED TREATMENT.** Plaintiff, K.J., and A.J. agree that K.J. will not seek further treatment from the University's health system, and the University's health system is not required to provide further treatment to K.J., that is prohibited by Missouri law (including but not limited to Senate Bill 49) irrespective of the existence of any grandfather clause (including but not limited to § 191.1720.6 RSMo).

Notwithstanding the provisions of this Paragraph, the University acknowledges and agrees that K.J.'s current University physician may continue to provide K.J. treatment for precocious puberty and other endocrinology needs not prohibited by Missouri law without regard to any grandfather exception, and may communicate freely with any other medical professional from whom K.J. receives treatment

7. **NO PUBLICITY.** In further consideration of the terms of this Agreement, Plaintiff, K.J., and A.J. agree not to seek any publicity concerning this Agreement or any matters from which this Agreement arises, or authorize any other person, including Plaintiff's counsel, to do so, unless compelled to do so by law or order of a court of competent jurisdiction. The phrase "seeking any publicity" is intended to mean an affirmative act to publish, inform, or disseminate information concerning

the existence of or the terms and conditions of this Agreement, or the matters from which this Agreement arises, to any newspaper, television station, radio station, electronic media and/or other media outlet or in any social media outlet or platform. In the event Plaintiff, K.J., or A.J. is contacted by any newspaper, television station, radio station, electronic media and/or other media outlet about the existence of or the terms and conditions of this Agreement, Plaintiff, K.J., and A.J. either shall not respond, or shall respond with “no comment.” Nothing herein shall preclude Plaintiff, K.J., and A.J. from disclosing the terms of the Agreement to attorneys, accountants, tax preparers and others with a need to know about the Agreement.

8. **NO ADMISSION OF LIABILITY.** Nothing contained in this Agreement shall be interpreted or construed to be an admission of liability by one Party to the other, it being agreed that the Parties deny any liability to the other and that this Agreement is a compromise of disputed claims.

9. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the viability of the remainder of this Agreement.

10. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

11. **GOVERNING LAW / ENFORCEMENT.** This Agreement shall be deemed to have been entered into under the laws of the State of Missouri and the

rights and obligations of the Parties shall be governed and determined according to the laws of that State. In the event of a breach of this Agreement, the Parties shall provide written notice and the opportunity to cure the breach within fifteen (15) days prior to initiating any proceedings. In any litigation, arbitration, or other proceeding arising out of or in any way relating to the validity, interpretation, or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party any and all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such proceedings. Any action or proceeding relating to this Agreement shall be brought only in the Circuit Court of Boone County, Missouri. Each party consents to the exclusive personal jurisdiction and venue of the Circuit Court of Boone County, Missouri.

12. **CONSTRUCTION OF THE AGREEMENT.** The Parties hereby warrant and represent that they have reviewed this Agreement with legal counsel of their choice. The Parties acknowledge that this Agreement is the result of the efforts of all Parties hereto and shall not be construed as having been drafted by a particular Party to the Agreement.

13. **COMPLETE AGREEMENT.** This Agreement constitutes complete and final expression of the Agreement between the Parties with respect to the subject matter hereof. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, and understandings, whether oral or written, between them. Any amendments or modifications to the Agreement must be in writing and signed by the Parties.

14. **EFFECTIVE DATE.** This Agreement is deemed executed and effective the last date the Agreement is signed by all Parties.

PLAINTIFF ACKNOWLEDGES THAT THEY ARE REPRESENTED BY LEGAL COUNSEL, THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE WAIVER AND RELEASE OF CLAIMS, AS WELL AS THE COVENENT NOT TO SUE, AND THAT THEY HAVE HAD ADEQUATE TIME TO REFLECT ON THE ADVISABILITY OF ENTERING INTO THIS AGREEMENT AND HAVE ENTERED INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[AGREEMENT CONTINUES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement and/or authorized this Agreement to be executed by their duly authorized representatives as of the date shown below the respective signatures.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

BY:

Ed Knollmeyer

Print Name

Ed Knollmeyer

Signature

9-30-2024

Date

K.J., A MINOR, BY HIS PARENT AND NEXT FRIEND, A.J.



Signature 

9-11-2024

Date