



of his attorneys at the following address: Michael Strickland, 2740 Zelda Road, Suite 500, Post Office Box 99 (36101), Montgomery, Alabama 36106

C. The University will issue the Settlement Payment within thirty days after all of the



**9. Revocation.** Thomas may revoke this Agreement within seven calendar days after signing it. The revocation will be effective only if written notice of the revocation is received by the Wpłxgtuk\ø counsel of record, Nicki Bazer, Franczek, P.C., 300 South Wacker Drive, Suite 3400, Chicago, Illinois 60606, before the eighth calendar day after Thomas signs this Agreement. The Wpłxgtuk\ø obligations under this Agreement will not take effect unless the time for Thomas to revoke this Agreement has expired and Thomas has not revoked this Agreement.

**10. Taxes and Deductions.** Thomas acknowledges and agrees to indemnify and hold harmless the University in the event that any federal, state, or local taxing authority determines that the University is required to pay any taxes or penalties due to the failure to withhold taxes from those portions of the Settlement Payment to be reported on an IRS Form 1099. Neither the University nor its counsel make any representations or warranties about the tax consequences of any monies paid pursuant to this Agreement.

**11. No Admission of Wrongdoing.** Nothing in this Agreement constitutes an admission of wrongdoing by either Party. The Parties deny engaging in wrongdoing of any kind.

**12. Entire Agreement.** This Agreement sets forth the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings between the Parties, other than any agreement. Thomas acknowledges that the consideration for this Agreement is described in this instrument and that no other

remainder of this Agreement and the releases and covenant not to sue contained herein will remain in full force and effect as to any and all other claims.

**18. Thomas** Thomas acknowledges that he has read this Agreement. Thomas understands that this Agreement releases the University and the Released Parties from the 2019 Agreement, and from all claims described in Paragraph 2. By signing below, Thomas accepts the terms stated in this Agreement. He acknowledges that he has had an adequate opportunity to review it and discuss it with an attorney, and that he fully understands this Agreement and accepts it knowingly and voluntarily.

**Accepted and Agreed To By:**

**JACK THOMAS**

**WESTERN ILLINOIS UNIVERSITY.**

\_\_\_\_\_

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

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

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

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