
RELEASE AND SETTLEMENT AGREEMENT

Paul Barrows, an adult resident of the State of Wisconsin, along with the Board of Regents of the University of Wisconsin System together with all of its employees and agents, desire to forego litigation and end controversies in all matters that have been filed or could have been filed that relate to Dr. Barrows's employment with the University of Wisconsin-Madison, arising prior to the execution of this agreement. In exchange for the mutual promises set forth below, the parties agree as follows:

1. **Full and final agreement.** This agreement is a full, final and complete compromise and settlement of a disputed claim, and neither Dr. Barrows nor any current or potential defendant claims to be a prevailing party. Payment hereunder will not be construed as an admission of liability or wrongdoing, and no party will claim otherwise.

2. **Settlement amounts.** The Board of Regents of the University of Wisconsin System will pay to Dr. Barrows the sum of One Hundred Twenty Four Thousand Dollars (\$124,000) on or before June 25, 2007, and upon receipt of an IRS form W-9 from Dr. Barrows and from his legal counsel. The University of Wisconsin-Madison will pay to Dr. Barrows the sum of \$11,000 on or before July 12, 2007, which shall be characterized as lost wages and shall be subject to required tax and related withholding. These sums shall be in full discharge and in lieu of any amount which would or could be awarded by any court, quasi judicial body, or administrative body.

3. **Tax forms.** An IRS Form 1099-Misc will be provided to Dr. Barrows in the amount of \$124,000 in January 2008. An IRS Form W-2 will be provided to Dr. Barrows from the

University of Wisconsin-Madison in January 2008 in the gross amount of \$11,000 and shall specify any withholding performed. Dr. Barrows agrees that he is responsible for any tax obligation that may result from these payments.

4. **Letter of counsel.** The June 2006 "letter of counsel" will be removed from Dr. Barrows's personnel file.

5. **Voluntary dismissal.** Paul Barrows will move to voluntarily dismiss with prejudice all pending claims against the University of Wisconsin or its officials, agents, or employees including *Barrows v. Wiley and Hong*, Dane County Case No. 2005-CV-3098; *Barrows v. UW-Madison*, EEOC charge no. 260-2006-000971C; *Barrows v. UW-Madison*, Equal Rights Division case no CR200504733; and any administrative appeals or complaints including that presently pending before the Board of Regents, and the series of complaints filed with the UW-Madison Equity Diversity Resource Center (now referred to as Office for Equity and Diversity).

6. **Exceptions.** Any claims involving Worker's Compensation or the Wisconsin Retirement System are specifically excepted from this agreement.

7. **Release.** Paul Barrows for himself, his heirs, and assigns, releases and discharges the Board of Regents of the University of Wisconsin System, and all present or former officials, agents, or employees of the State of Wisconsin or the University of Wisconsin System, including, but not limited to John D. Wiley and Luoluo Hong, from any and all claims, demands, or causes of action he has asserted, which he may have asserted, or which he could have asserted that relate in any manner to his employment with the University of Wisconsin-Madison whether or not based on state or federal law, and whether or not the claim, demand, or cause of action now exists or may hereafter accrue, is known or unknown, or is anticipated or unanticipated. Paul Barrows so releases and so discharges all other persons, corporations, and entities whatsoever, governmental and nongovernmental alike, such as are classed as joint tort-feasors, or as contractual parties to this

litigation, under the laws of the State of Wisconsin or the United States, completely barring any right of action against any such defendants whether or not named herein. This release and discharge extends to and includes, without limitation because of enumeration, any claims, demands, or entitlement to recovery under the Wisconsin Fair Employment Act or any applicable federal causes of action, and to any claim for attorney's fees.

8. **Mutual non-disparagement clause.** To help bring these disputed claims and the controversies surrounding them to an end, Paul Barrows represents that he will not publicly disparage the Board, the University, and its officers, agents and employees. The Board similarly represents that it will not publicly disparage Dr. Barrows. Adherence to this term in the future goes to the essence of this settlement agreement.

9. **Public announcement.** The parties recognize that this agreement is a public record and intend to issue a joint press release stating as follows:

The Board of Regents of the University of Wisconsin System and Dr. Paul Barrows announce that they have reached a settlement of all disputes related to Dr. Barrows's employment at the University of Wisconsin—Madison. A copy of the agreement is attached. We are grateful to have this matter resolved, and thank all of those on both sides who worked towards that effort.

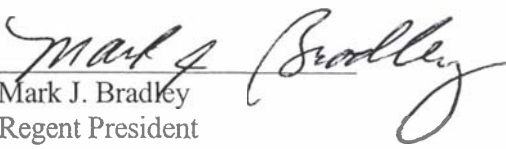
10. This agreement contains the entire agreement between the parties, and may be modified only by written agreement of the parties.

Dated this 11th day of June, 2007.




Paul Barrows

Dated this 13th day of June, 2007.



Mark J. Bradley
Regent President
Board of Regents of the University of Wisconsin

Approved as to form:



Lester A. Pines
Attorney for Paul Barrows

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Approved as to form:



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