

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

Timothy Jackson,	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	
Laura Wright, Milton B. Lee, Melisa Denis,	§	
Mary Denny, Daniel Feehan, A.K Mago,	§	
Carlos Munguia, and G. Brint Ryan, each in	§	
their official capacities as members of the	§	Case No. 4:21-CV-00033
Board of Regents for the University of	§	
North Texas System; Rachel Gain; Ellen	§	
Bakulina; Andrew Chung; Diego Cubero;	§	
Steven Friedson; Rebecca Dowd Geoffroy-	§	
Swinden; Benjamin Graf; Frank	§	
Heidlberger; Bernardo Illari; Justin	§	
Lavacek; Peter Mondelli; Margaret Notley;	§	
April L. Prince; Cathy Ragland; Gillian	§	
Robertson; Hendrik Schulze; Vivek Virani;	§	
and Brian F. Wright;	§	
<i>Defendants.</i>		

COMPROMISE AND MUTUAL RELEASE AGREEMENT
DATED MAY 13, 2025

This COMPROMISE AND MUTUAL RELEASE AGREEMENT (“AGREEMENT”) is entered into by and between Timothy Jackson (“PLAINTIFF”) and Laura Wright, Milton B. Lee, Melisa Denis, Mary Denny, Daniel Feehan, A.K. Mago, Carlos Munguia, and G. Brint Ryan, in their official capacities as members or former members of the University of North Texas System Board of Regents, and includes Rachel Gain, Ellen Bakulina, Andrew Chung, Diego Cubero, Steven Friedson, Rebecca Dowd Geoffroy-Schwinden, Benjamin Graf, Frank Heidlberger, Bernardo Illari, Justin Lavacek, Peter Mondelli, Margaret Notley, April Prince, Cathy Ragland, Gillian Robertson, Hendrik Schulze, Vivik Virani, and Brian Wright (“DEFENDANTS” or “UNTS”). PLAINTIFF and DEFENDANTS are collectively referred to as the “PARTIES” and individually as the “PARTY.”

WHEREAS, PLAINTIFF filed a lawsuit, *Jackson v. Wright*, et al., in the United States District Court for the Eastern District of Texas, Civil Action No. 4:21-cv-00033-ALM (the “Lawsuit”) in 2021 claiming the UNT System Board of Regents infringed on his First Amendment rights in relation to actions taken by the University of North Texas in response to the 2020 publication of Volume 12 of the Journal for Schenkerian Studies, and that Gain, Bakulina, Chung, Cubero, Friedson, Dowd Geoffroy-Schwinden, Graf, Heidelberger, Illari, Lavacek, Mondelli, Notley, Prince, Ragland, Robertson, Schulze, Virani, and Wright, members of the faculty or student employees in the University of North Texas College of Music Division of Music Theory, History and Ethnomusicology at the time the Lawsuit was filed, made defamatory statements about him in response to his article in Volume 12 (collectively the “DISPUTED CLAIMS”); and,

WHEREAS, the PARTIES dispute whether the DEFENDANTS violated PLAINTIFF’S First Amendment rights or defamed him; and,

WHEREAS, PLAINTIFF and UNTS agree it is in the best interest of the PARTIES to resolve the DISPUTED CLAIMS, and that such resolution allows the PARTIES to focus their time and resources on teaching, scholarship, service, publication of a scholarly journal, and the university’s mission – resources that otherwise would be diverted to prosecuting and defending the Lawsuit – without the cost of further litigation.

NOW THEREFORE, in consideration of these premises and the promises and agreements described and contained herein, the sufficiency of which is hereby expressly acknowledged and confessed by the PARTIES, the PARTIES further covenant, promise, and agree as follows:

1. This AGREEMENT is a compromise of the DISPUTED CLAIMS, and the PARTIES are entering into this AGREEMENT to resolve and settle the DISPUTED CLAIMS;

2. This AGREEMENT shall in no way be construed as an admission by DEFENDANTS that they acted wrongfully toward or failed to act lawfully with regard to PLAINTIFF, any such construction being expressly denied. Likewise, PLAINTIFF neither recognizes the validity of any

defenses DEFENDANTS may have asserted. Rather after five years of litigation, DEFENDANTS and PLAINTIFF enter into this Agreement solely to avoid further burden, expense, personal and professional disruption and inconvenience, and to achieve peace;

3. The Journal of Schenkerian Studies (“JSS”) shall hereforth be edited by a full-time member of an accredited institution of higher education and uphold the standards of a Tier 1 research institution of higher education;

4. PLAINTIFF will serve as editor of the JSS for a period of five (5) years, said term to begin the date of execution of this Agreement by all PARTIES, and during year three (3) of the term, PLAINTIFF shall appoint a co-editor, subject to approval of the editorial board, to serve as editor for a period of five (5) years after completion of Plaintiff’s term.

5. PLAINTIFF; Dr. David Heetderks, Chair of the UNT College of Music Division of Music Theory, History and Ethnomusicology (the “Chair”); and Dr. Yoel Greenberg, or should Dr. Greenberg become unavailable, a faculty member external to the University of North Texas identified by PLAINTIFF and agreed upon by the Chair – whose agreement reasonably shall not be denied - shall determine the constitution of the JSS Editorial Board;

6. The JSS Editorial Board shall promulgate standards of editorial review, organizational structure, duties of the editorial board, and a conflict of interest policy, with any and all standards, structures, duties, and policies ensuring integrity in the publication of scholarly research consistent with the standards and ethical policies and practices promulgated by the Committee on Publication Ethics;

7. All academic journals published or distributed by the University of North Texas Press, including JSS, shall be required to abide by the standards and ethical policies and practices promulgated by the Committee on Publication Ethics;

8. The JSS, which remains owned by the University of North Texas and edited by the Center for Schenkerian Studies, will begin publishing subject to applicable university policies, the terms of this Agreement, and the following:

- a. No volume of the JSS shall be published or distributed until the JSS editorial board is selected and operational; and,
- b. No volume of the JSS shall be published or distributed until the JSS editorial board adopts and publishes on the UNTS JSS website, standards, structure, duties and policies, said standards and policies being consistent with the Committee on Publication Ethics and continuously maintained on the website.

9. The conditions set out in ¶ 8(b), above, are void if UNTS fails to comply with ¶ 7 of this Agreement.

10. UNT shall grant PLAINTIFF a one-course reduction from his teaching workload assignment during his service as editor of the JSS as previously granted and in accordance with UNT College of Music guidelines;

11. UNT shall appoint a one-half (0.5) Full-Time Equivalent (“FTE”) student Research Assistant to assist in the publication of the JSS and the UNT Center for Schenkerian Studies (“Center”), as previously appointed, and in accordance with UNT College of Music guidelines; and PLAINTIFF shall not use the Research Assistant for PLAINTIFF’s individual research or publications provided PLAINTIFF’S scholarly research that relates to the Center or scholarly research published in the JSS will not be excluded from the assistant’s work. Further, UNT shall appoint a student Research Assistant to the Center regardless of PLAINTIFF’S role with the JSS, said appointment and FTE being in accordance with UNT College of Music guidelines in place at the time of appointment.

12. UNT shall make Volume 12 of the JSS available coincident with the publication of Volume 13 of the JSS.

13. Upon execution of this Agreement, UNTS shall pay Seven Hundred Twenty-Five Thousand and No/100 Dollars (\$725,000.00) to be deposited into the Interest on Lawyers Trust Accounts (“IOLTA”) of Plaintiff’s legal counsel of record, Michael Allen, Allen Law PLLC, Post

Office Box 404, Quaker Hill, Connecticut 06375. Plaintiff and Plaintiff's legal counsel acknowledge each is solely responsible for all taxes each may owe, if any, to any taxing authority in connection with this payment. UNTS makes no representations regarding the tax implications or consequences of the payment. Payment shall be issued in the form of a check, wire transaction, or automated clearing house transfer within twenty-one (21) days or as soon as reasonably practicable after execution of this Agreement, approval by the Office of the Attorney General for the State of Texas, and receipt of all information from Plaintiff's legal counsel that is necessary to issue payment by the agreed upon method of issuance. By their signature below, Plaintiff and his legal counsel of record acknowledge and agree that this sum shall constitute full and final satisfaction of the attorney's fees, expenses, and court costs incurred by or on behalf of Plaintiff in connection with the Disputed Claims.

14. In exchange for the consideration set out above, the receipt and sufficiency of which PLAINTIFF expressly acknowledges, Plaintiff, acting for himself, his immediate family and his personal representatives, heirs, assigns, and next of kin, irrevocably, knowingly, and voluntarily **releases, waives, acquits** and forever **discharges** the University of North Texas System and the past and present members of its Board of Regents and the University of North Texas and their past and present officers, employees, agents, servants, students, and estates, as applicable, including Laura Wright, Milton B. Lee, Melisa Denis, Mary Denny, Daniel Feehan, A.K. Mago, Carlos Munguia, G. Brint Ryan, Rachel Gain, Ellen Bakulina, Andrew Chung, Diego Cubero, Steven Friedson, Rebecca Dowd Geoffroy-Schwinden, Benjamin Graf, Frank Heidelberger, Bernardo Illari, Justin Lavacek, Peter Mondelli, Margaret Notley, April L. Prince, Cathy Ragland, Gillian Robertson, Hendrik Schulze, Vivek Virani and Brian F. Wright, each in their official and individual capacities (hereinafter collectively referred to as "RELEASED PARTIES") from any and all claims or causes of action at common law, statutory or otherwise, of any kind whatsoever which PLAINTIFF now has or may have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable or related to the circumstances giving rise to the DISPUTED CLAIMS, said **release, waiver, acquittal** and **discharge** knowingly and voluntarily being intended to release all claims and causes of action of any kind which PLAINTIFF might have against the RELEASED PARTIES. The disputes released by PLAINTIFF also include claims in contract, tort, or at common

law, except that the releases and waivers shall not apply to claims related to alleged breach of this AGREEMENT. The reference herein to specific statutory, tort, contract, constitutional and common law claims is in no way intended to limit the disputes released and waived by PLAINTIFF; to the contrary, PLAINTIFF intends that the disputes released by him herein be construed as broadly as possible to cover any and all disputes he may have or believe himself to have against the RELEASED PARTIES.

15. DEFENDANTS likewise **release, waive, acquit** and forever **discharge** any and all claims, demands, actions, or causes of action, of any kind whatsoever, known or unknown, accrued or unaccrued, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which they may have against PLAINTIFF, except those arising from alleged breach of this AGREEMENT and those which DEFENDANTS cannot release, waive, acquit or discharge in their official capacities as officers or employees of the State of Texas.

16. PLAINTIFF expressly acknowledges Medicare's statutory right to recovery of conditional payments for medical treatment and medical services rendered in connection with any and all injuries or claims being released in this AGREEMENT, and agrees to provide the University of North Texas System or its agent information necessary to comply with the University of North Texas System's obligation to assist in the collection and reporting of claims information to the Center for Medicare & Medicaid Services as required under section 111 of the Medicare, Medicaid and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (42 U.S.C. § 1395y(b)(8)). In consideration for the monies paid pursuant to this AGREEMENT, PLAINTIFF further warrants, represents, and guarantees that to the best of his knowledge, as of the date of execution of this AGREEMENT, he is not a Medicare Beneficiary, and that if he is a beneficiary, there are no outstanding Medicare or Medicaid claims or rights of recovery of conditional payments based on his application for, or receipt of, Medicare or Medicaid benefits. This specifically includes benefits arising out of or in any way connected with the DISPUTED CLAIMS, whether directly or indirectly. Additionally, PLAINTIFF warrants, represents and guarantees that to the best of his knowledge, he has no outstanding medical expenses arising out of or in any way connected with the DISPUTED CLAIMS, whether directly or indirectly. While it is impossible to

accurately predict the need for medical treatment, this resolution is based upon a good faith determination in order to resolve a disputed claim. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the terms herein adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b). The parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services or Medicare on this settlement, or PLAINTIFF'S eligibility or entitlement to Medicare or Medicare payments, will not render the releases and waivers set out herein void or ineffective, or in any way affect the finality of this settlement. In the event Medicare asserts such a claim or right of reimbursement in relation to medical treatment and medical services rendered in connection with any alleged injuries or claims being released in this AGREEMENT, PLAINTIFF acknowledges and agrees that all such claims or right of reimbursement will be satisfied from the proceeds of this AGREEMENT, and that he is not entitled to and shall not seek additional monies from DEFENDANTS in satisfaction of any claims asserted by Medicare.

17. PLAINTIFF warrants that he is the sole owner and holder of the claims made the subject of the Lawsuit and this AGREEMENT and that he has made no assignment or other transfer of all or any portion of said claims.

18. PLAINTIFF assumes responsibility for any claims for costs, expenses and fees incurred by PLAINTIFF and/or PLAINTIFF's counsel in this Lawsuit and forego any and all claims PLAINTIFF may have against the RELEASED PARTIES for costs, expenses, and attorney's fees.

19. This AGREEMENT contains the entire agreement of the PARTIES and supersedes any and all prior agreements, arrangements, negotiations or understandings between the PARTIES on all subjects in any way related to the subject matter of the above-styled and numbered cause. No oral understandings, statements, promises, or inducements contrary to or inconsistent with the terms of this AGREEMENT exist. All covenants and agreements contained herein are binding upon the PARTIES hereto and their respective heirs, successors, legal representatives, and assigns. This

AGREEMENT is subject to amendment or modification only if written and signed by all PARTIES in this cause of action and their counsel.

20. PLAINTIFF further states that the foregoing COMPROMISE AND MUTUAL RELEASE AGREEMENT has been carefully read and that he fully understands it to be a full and final compromise, settlement and release of all claims, known or unknown, present or future, that he, including his spouse, heirs, successors and assigns, now have or may have against the RELEASED PARTIES arising out of the matters described herein. PLAINTIFF warrants that he is of legal age and legally competent to execute this document and has signed the same as his own free will and accord and has not been influenced in making this settlement by any representation of the RELEASED PARTIES and without reliance on any representation of any kind or character not expressly set forth herein.

21. PLAINTIFF acknowledges that he has had the benefit of professional advice of attorneys of his own choosing, is fully satisfied with that advice, and has relied solely and completely upon his own judgment together with that professional advice and is not relying on any representations made by the RELEASED PARTIES. With the benefit of such professional advice from the attorneys of his choosing, PLAINTIFF has received full knowledge of the legal consequences of this COMPROMISE AND MUTUAL RELEASE AGREEMENT and is cognizant of all claims that may be asserted on his behalf and on behalf of his spouse, heirs, executors, administrators, legal representatives, successors, and assigns.

22. PLAINTIFF further acknowledges that no promise or representation of any kind has been expressed or implied to him by the RELEASED PARTIES or by anyone acting for him, except as is expressly stated in this AGREEMENT.

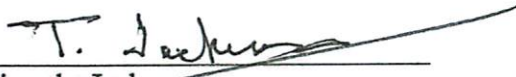
23. PLAINTIFF acknowledges and agrees that this AGREEMENT is subject to approval as required by the Office of the Attorney General for the State of Texas and such other State of Texas entity or official as may be required to obtain funding. PLAINTIFF further acknowledges that DEFENDANTS' legal counsel has not made, directly or indirectly, any representations or warranties as to whether this AGREEMENT will be approved by the Office of the Attorney General.

24. PLAINTIFF agrees that concurrently with the execution of this AGREEMENT or within twenty-one (21) calendar days thereafter, his legal counsel of record shall deliver to counsel for DEFENDANTS an executed Agreed Judgment which shall dismiss the Lawsuit with prejudice. DEFENDANTS have authorized their legal counsel of record to execute all documents on their behalf necessary to dispose of the Lawsuit in its entirety.

25. The PARTIES acknowledge and agree that this AGREEMENT will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising under this AGREEMENT will be in a court of competent jurisdiction in Denton County, Texas. The language of this AGREEMENT will be construed as a whole and according to its fair meaning and will not be strictly construed for or against either party. To the extent any provision(s) of this AGREEMENT may be found by a court of competent jurisdiction to be invalid or unenforceable, the PARTIES agree that such provision(s) will not affect the validity or enforceability of the remaining provisions of the AGREEMENT.

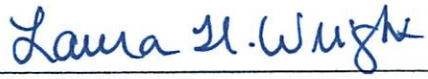
26. This AGREEMENT may be executed in multiple counterparts, each of which will be deemed an original for all purposes.

IN WITNESS WHEREOF, the undersigned, having represented and warranted their authority to enter into and execute this AGREEMENT, have executed this AGREEMENT effective as of the last date indicated below.



Timothy Jackson
Plaintiff

Date May 13, 2025



Laura Wright
Chair, Board of Regents
University of North Texas System

Date May 16, 2025

William H. Farrell
For Individual Capacity Defendants
and Approved as to Form



Michael Thad Allen
Counsel for Plaintiff
Approved as to Form

Date

5/13/2025

Date