
From: Lawrence Krauss <[REDACTED]>
Sent: Monday, October 22, 2018 8:54 PM
To: J; nancy dahl
Cc: Lawrence Krauss
Subject: Fwd: Krauss - urgent re compliance with agreement

I think the simple answer is 'no', but if not, how about the following response?:

Thanks for your note, which Justin has passed along. I have no intent to disparage the University, and do not think I have. I released a factual statement to the press about my situation as I understood it, without commentary about the University. Our agreement clearly states that release of factual information is not disparaging. I explained the University process as I experienced it and as it was explained to me by the University, without further commentary. If that information is disparaging, the University should review its policies. My statement about the atmosphere at the University not being conducive to were I were to return has nothing to do with the University. It has to do with the publicity surrounding my situation and my concerns for my own protection should I be in any environment where future false claims could be lodged against me. Moreover, your email falsely claims that I released my retirement letter to President Crow to the press, which I most certainly did not. Such a false and damaging claim is disparaging to me, and I am upset that you have made such a claim without verification. Please refrain from this in the future. As far as my retirement letter to President Crow is concerned: first, that is personal correspondence between me and him, which I have no intent to release to the public. Second, the purpose of its content as I clearly explain in the letter, is to communicate facts to him as I experienced them associated with my decision to retire that President Crow can explore to help the University and protect the University Community in the future. Concerns raised in the interest of helping the University in a private letter between me and the President explaining my decision to retire are not disparaging.

Lawrence M. Krauss
Professor
School of Earth & Space Exploration and Physics Department Arizona State University, P.O. Box 871404, Tempe, AZ 85287-1404
Research Office: [REDACTED] | Assistant (Jessica): [REDACTED] [\[REDACTED\]](#)
| [twitter.com/lkrauss1](#) | [www.lawrencemkrauss.com](#)

Begin forwarded message:

From: Justin Dillon <[REDACTED]>
Subject: Fwd: Krauss - urgent re compliance with agreement
Date: October 22, 2018 at 1:35:08 PM -DT

To: =/b>Lawrence Krauss <[REDACTED]>

FYI. In meetings; can check email again later. I should =espond in some fashion, but tomorrow is fine.

Justin Dillon

Please note new address:

KaiserDillon PLLC

1099 14th St. NW

8th Floor West

Washington, DC 20005

www.kaiserdillon.com <<http://www.kaiserdillon.com/>>

Begin forwarded message:

From: Kimberly Demarchi <[REDACTED]>

Subject: RE: Krauss - =rgent re compliance with agreement

Date: October 22, 2018 at 4:29:24 PM =DT

To: Justin Dillon <[REDACTED]>

Justin,

Is there any additional confirmation you can provide regarding Dr. =rauss's response on this issue?

Thanks,

Kim

Kimberly A. Demarchi

Profile | Add me to your address book

<<http://www.omlaw.com/>> <<http://www.omlaw.com/>> 2929 North Central Avenue

21st Floor

Phoenix, Arizona 85012

[omlaw.com](http://www.omlaw.com) <<http://www.omlaw.com/>>

From: Justin Dillon <[REDACTED]>

Sent: Sunday, October 21, 2018 =:01 PM

To: Kimberly Demarchi <[REDACTED]>

Subject: Re: Krauss - urgent re =ompliance with agreement

Thanks, Kim. I will communicate that to him.

Justin Dillon

KaiserDillon PLLC
1401 K St. NW
Suite 600
Washington, DC 20005
[REDACTED]

From: Kimberly Demarchi [REDACTED]
Sent: Sunday, October 21, 2018 4:42:28 PM
To: Justin Dillon
Subject: RE: Krauss - urgent re compliance with agreement

Justin,

So far, through his retirement letter (which he provided to the press) and his Twitter statements, Dr. Krauss has made at least the following disparaging statements:

- * The University is not committed to a safe and productive working environment.
- * During the processes of investigation, determinations, appeal and conciliation, the University violated due process, disregarded evidence, and engaged in discrimination, bias, violation of ABOR regulations, and conduct that was unprofessional, adversarial, hostile, disingenuous, and unresponsive.
- * The review process included incomplete access to evidence and accusations during the investigation, no opportunity to cross-examine witnesses or be represented by a lawyer, and no option to directly appeal the determinations.
- * He would only have the opportunity to directly challenge the credibility of his accusers or the veracity of their claims if he first agreed to be dismissed.
- * Regardless of the outcome of the appeal process, he would not experience an environment conducive to continuing his teaching, research, and service activities.

His letter also seems to indicate he plans to make further statements in a second communication to the President.

Kim

From: Justin Dillon [REDACTED]
Sent: Sunday, October 21, 2018 4:37 PM
To: Kimberly Demarchi [REDACTED]
Subject: Re: Krauss - urgent re compliance with agreement
Importance: High

Kim,

Thanks for sharing your concerns. Could you please be specific about what you believe constituted disparagement in violation of the agreement, so I can communicate that to Professor Krauss?

Thanks,

Justin

Justin Dillon

KaiserDillon PLLC
1401 K Street NW
Suite 600
Washington, DC 20005
[REDACTED]

www.kaiserdillon.com <<http://www.kaiserdillon.com/>>

On Oct 21, 2018, at 5:13 PM, Kimberly Demarchi [REDACTED] wrote:

Justin,

We have a serious problem, and I'm writing to ask for your help in resolving it before it becomes worse.

The retirement letter your client submitted yesterday (copy attached) did not simply announce his retirement, but instead made several disparaging statements about the University and the investigation process. He then released a statement on Twitter with additional commentary (see below) and contacted the State Press. He did this despite being aware that the University did not intend to make the agreed-upon, limited statement until Monday, a timing that we announced in order to accommodate his stated desire to request additional redactions of the public records that will be released pursuant to our legal obligations.

Dr. Krauss's statements violate the non-disparagement provisions of the agreement, and the timing and nature of the statements is a transparent attempt to do so before the University could release the limited and neutral statement to which the parties have agreed.

At this point, I've managed to convince my clients that it would be better to simply make their planned statements and document releases, answer any media questions consistent with their non-disparagement obligations, and move on. But if your client continues with these kinds of disparaging public statements, we will have no choice but to deem Dr. Krauss in violation of the agreement and pursue all available remedies, which could include invalidating any obligation to make further payments of compensation and benefits or to consent to a return of donated funds.

It would be better for both of our clients to put this behind them and go their separate ways. I implore you to reason with your client, before his conduct escalates and this dispute becomes worse.

Kim

Kimberly A. Demarchi
Profile | Add me to your address book
<<http://www.omlaw.com/>> 2929 North Central Avenue
21st Floor
Phoenix, Arizona 85012 <<http://goo.gl/maps/Qtnqo>>



<mailto:kdemarchi@omlaw.com>

omlaw.com <<http://www.omlaw.com/>>

TWITTER STATEMENT:

<image001.png>

<retirementlmk.pdf>

=