

**Memorandum of Understanding  
Pursuant to Mediation**

Brittany Tichenor Cox, for and on Behalf of the  
Estate of Isabella Tichenor and the Heirs of Isabella Tichenor  
v. Davis School District

June 20, 2023

Brittany Tichenor Cox ("Ms. Cox") as personal representative of the estate of Isabella Tichenor (the "Estate") and on behalf of the heirs of Isabella Tichenor (the "Heirs"), who is represented by Tyler Ayres and Milton Grimes, and Defendant Davis School District ("the District"), represented by Darin Goff, Bradley Blackham, and Joni Jones, stipulate and agree as follows:

1. The District agrees to pay Ms. Cox, for and on behalf of the Estate and Heirs, \$2,000,000 (Two Million Dollars) which is inclusive of all attorney fees. This settlement payment resolves any and all claims raised or that could have been raised by Ms. Cox, the Estate, and/or the Heirs against the District and its employees for claims related to Isabella Tichenor's attendance at Foxboro Elementary School and her death on November 6, 2021.
2. The District agrees to place a 18-24 inch tall statue of Isabella Tichenor at Foxboro Elementary School and a plaque honoring her memory at the District office. The District further agrees that annual harassment and discrimination training conducted by the District for all of its employees pursuant to and in compliance with the District's current agreement with the United States Department of Justice will be named after Isabella Tichenor and will include a short presentation in her memory.
3. The parties agree to issue a joint media statement announcing resolution of Ms. Cox's lawsuit, to be negotiated by the parties. The parties will agree on a date and procedure for release of the joint media statement following finalization of the settlement and will not release the joint media statement to any third parties prior to the agreed upon date.
4. The parties agree that this settlement payment is not an admission of liability on behalf of the District and its employees but rather is entered into to resolve the parties' dispute. This agreement is final and binding but will be followed with a more complete full and final release of all claims. The amount will be paid to Tyler Ayers and Milton Grimes on behalf of Ms. Cox, the Estate and the Heirs. The check will be exchanged upon receipt of a signed release and W-9s for Mssrs. Ayers and Grimes.

5. The parties sign this agreement freely and voluntarily without duress or coercion and with the advice of counsel. The parties have fully discussed this settlement with their attorneys and agree to be bound by this Memorandum of Understanding ("MOU").
6. The District agrees to pay the full cost of mediation.
7. This MOU is contingent upon the approval of the Governor and the Legislative Management Committee as set forth in Utah Code Ann. Sec. 63G-10-503.

s/ Brittany Tichenor

Brittany Tichenor Cox for and on behalf of  
the estate of Isabella Tichenor and  
Isabella Tichenor's heirs

/s/ Tyler Ayres  
Tyler Ayres  
Milton Grimes  
Attorneys for Brittany Cox

Bradley R. Blackham  
Darin B. Goff,  
Bradley Blackham  
Joni J. Jones  
Attorneys for Davis School District