

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA

JOSHUA BREGY V. BOARD OF TRUSTEES OF CLEMSON UNIVERSITY, ET AL.

Docket No. 8:25-cv-12810-JDA

MEDIATED SETTLEMENT AGREEMENT

As a result of mediation, the parties have agreed as follows:

1. All defendants will be dismissed at this time with prejudice, except for Defendant Robert H. Jones, as the acting President and Chief Executive of Clemson University.
2. Clemson University hereby rescinds Plaintiff's September 26, 2025 termination. Plaintiff hereby irrevocably resigns his employment at Clemson University, effective May 15, 2026. Clemson University hereby accepts his resignation.
3. Plaintiff hereby dismisses his pending grievance against Robert H. Jones and agrees not to assert or reassert any grievance arising from the facts alleged in his Complaint in this matter. Recognizing that the grievance process would occupy a majority of the Spring semester, Plaintiff shall receive his contractual pay with benefits, less deductions for taxes and benefits, through May 15, 2026.
4. Plaintiff shall have no teaching, research, faculty obligations, or interactions with students through May 15, 2026. Through May 15, 2026, Plaintiff may continue to use Clemson University as his institutional affiliation for purposes of any pending grants.
5. Defendant Robert H. Jones while employed at Clemson University will issue, upon request, positive letters of recommendation to Plaintiff's potential employers recommending Plaintiff's employment based on the Plaintiff's classroom teaching.
6. Plaintiff will execute a general release releasing the Defendants, their employees, former employees, agents, attorneys, insurers, affiliated entities, Trustees, and related parties from all claims and damages. Plaintiff hereby agrees to, and accepts responsibility to, pay all valid liens, subrogation claims, taxes, and/or assignments relating to this claim, including any attorneys' fees and costs.
7. The parties acknowledge that a more comprehensive release will be executed incorporating the terms of this Agreement. The parties intend for this Agreement to be enforceable by the Court, and if any material term is omitted, the Court shall determine what is reasonable rather than voiding this Agreement.
8. Upon consummation of this agreement, all parties authorize their respective attorneys to execute a dismissal with prejudice and request the issuance of a *Rubin* Order.



JCB

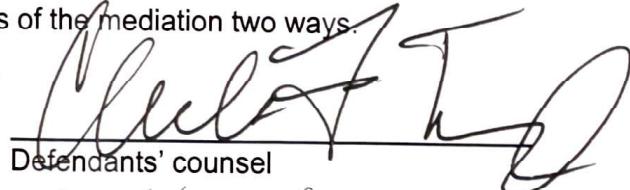


DAC

9. The parties shall equally divide the costs of the mediation two ways.


Plaintiff


Plaintiff's counsel


Defendants' counsel


W. Hood
For Defendant Board of Trustees

January 3, 2026

MA26-021